

DEED RESTRICTIONS - GREEN TRAILS

Prepared for the Board of Directors of the Green Trails Improvement Association.
July, 1981

1. Residential Use

No lot or portion thereof within the property shall be used for any purpose other than that of a single-family residence.

2. General Restrictions

No noxious, offensive or unsightly activity shall be conducted on any lot, nor shall anything be done thereon which way become a nuisance to the neighborhood, or which shall be in any way increase the rate of fire hazard insurance on any lot.

3. Animals

No animals, poultry or livestock of any kind shall be raised, bred or kept anywhere on the property except that dogs, cats and other common household pets shall be permitted, except for commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance shall be removed from the property.

4. Vehicles

No commercial vehicles, mobile home, boat, trailer, mini bike, motor cycle, snowmobile or any vehicle not in operating condition shall be habitually parked or stored anywhere on the property unless such shall be wholly contained within a fully enclosed garage of normal residential size and appearance. No automotive repair shall be conducted anywhere on the property. Further, the operation of snowmobiles and mini-bikes are prohibited on the property.

5. Storage

No trash, rubbish, construction materials or other similar items shall be stored on any lot unless such are suitably screened for neighboring lots. All rubbish and trash shall be placed in proper containers, secured against wind and promptly removed, so as not to be objectionable to neighboring owners.

6. Utility Lines and Antennae

No electrical, equipment, utility line, antennae (other than standard television receiving antennae), or power transmission facility shall be erected or installed above ground anywhere on the property.

7. Signs

No sign, billboard or other advertising device of any character shall be erected or placed anywhere on the property, except that one "for sale" sign of not more than 4 square feet shall be permitted on each lot.

8. Other Structures

Subject to the listed exceptions and notes, the following applies throughout the development: No ancillary building, or structure shall be erected or placed on any lot except as specifically authorized by proper governmental authorities in conformity with applicable ordinances or regulations. In any event, such structures shall be of new construction and of an architectural

style consistent with the surrounding residences. Any new construction, remodeling or rebuilding shall be completed as quickly as practical and all unused materials shall be promptly removed from the property after such construction or remodeling is completed. Further, any surface or landscaping damage caused by any such activity shall be replaced or restored as quickly as possible. No clothing poles or clotheslines shall be erected or strung anywhere on the property. Tents or other temporary structures shall not remain erected on the property for more than 48 hours.

- A. In Surrey Ridge 3, 5, Gardens, Bloomfield, Woodglenn Unit 4, Heritage Farms 1-5,
No ancillary building or structure shall be erected or placed on any lot within fifteen feet of a property line, and then only as specifically authorized by proper governmental authorities in conformity with applicable ordinances and of an architectural style consistent with the surrounding residences.
- B. In Surrey Ridge 4, Lakewood 2,
No ancillary buildings, or structures i.e., storage sheds, shall be erected or placed on any lot.
- C. No above ground swimming pools shall be erected or placed on any lot in Surrey Ridge 4.
- D. No above ground swimming pools with a holding capacity of more than 50 gallons of water shall be permitted on any lot in Heritage Farms 5.

9. Easement for Utilities

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may cause damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

This paragraph does not appear in the Declarations of the following areas: Surrey Ridge 1,2, Lakewood 1, Promenades, Huntington Woods, Collegewood, and Woodglenn 1,2,3,5.

10. Easement for Building Maintenance

Where an exterior wall of a building is located on or within twelve (12) inches of a property line, there shall be an easement on the adjoining lot for maintenance of such wall. Every owner shall have an easement over the six feet of the adjoining lot which is contiguous to the side lot line at or upon which his dwelling is located, for the sole purpose of painting, repairing, replacing or otherwise maintaining the exterior of his dwelling which stands at said lot line and said easements shall run with the and shall at all times inure to the benefit of and be binding upon the owners, the mortgagees and their respective heirs, successors, personal representatives or assigns, perpetually in full force and effect. Every Owner shall landscape and maintain his own lot including the portion affected by the easement herein described, without damage to his neighbor's property; and every person entitled to use an easement as herein described shall leave the owner's premises and landscaping in the same condition as exists at the time he enters the easement in the course of maintaining his dwelling.

This paragraph does not appear in the Declarations of the following areas: Surrey Ridge 1,2, Lakewood 1, Promenades, Huntington Woods, Collegewood, Woodglenn 1,2,3,5.

11. Building Encroachment

In every instance where any residential structure or appurtenance constructed by Declarant its successors or assigns, extends over, or encroaches upon any adjoining lot, then a perpetual easement shall exist for Declarant its successors or assigns, and each owner so effected appurtenant to such dwelling structure for the continuance of any such encroachment.

This paragraph does not appear in the Declarations of the following Areas: Surrey Ridge 1,2, Lakewood 1, Promenades, Huntington Woods, Collegewood, Woodglenn 1,2,3,5.

12. 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 set back lines shown on the recorded plat. Other building location requirements shall be:

- Rear Yard Setback Line – 15'
- Interior Side Yard Setback Line – -0-
- Minimum distance between buildings, Side to Side – 10'
- Minimum distance between buildings, Side to Rear – 20'
- Minimum distance between buildings, Rear to Rear – 40'

This paragraph does not appear in the Declarations of the following areas: Surrey Ridge 1,2, Lakewood 1, Promenades, Huntington Woods, Collegewood, Woodglenn 1,2,3,5.

13. Fences

A. Any fences erected on the property shall be kept in good repair and shall not be erected in such a manner as to obstruct vehicular or pedestrian traffic along public ways, or to present visual obstruction creating safety hazards. (Surrey Ridge 1,2, Lakewood 1, Promenades, Huntington Woods, Collegewood, Woodglenn 1,2,3,5.

B. No fence shall be constructed on any lot except a wood fence of the type, material and design installed by Declarant, or its successors or assigns, and under no circumstances shall any metal, steel or fence of any other material other than wood be permitted anywhere on the property. Where a fence is installed on the property line by the Declarant, or its successors or assigns, that fence in every instance shall be jointly owned and maintained by the Owners of the properties sharing said property line and the cost of such maintenance shall be divided equally between the Owners of the properties on which the fence shall abut. No fence shall be installed on a property line by an Owner with out the approval of the adjoining Owners on whose property said fence shall also abut and if a fence is installed by an Owner with the consent of and agreement with his neighbors the same rule as to maintenance shall apply as stated above applicable to fences installed by the Declarant, or its successors or assigns. Any fence so installed in such manner that both sides are equal in appearance. No fence shall be erected in such a manner as to obstruct vehicular or pedestrian traffic along public ways, or to prevent visual obstruction creating safety hazards. (Surrey Ridge 3,5, Lakewood 2, Gardens, Bloomfield, Woodglenn 4, Heritage Farm 1-5).

In addition, NO FENCES are allowed in the following areas:

- Lakewood 2, Lots 6-15, 34-38
- Heritage Farms 5, Lots 24-36

C. No chain or wire fabric fence shall be constructed on any lot, wood fences may be used on the perimeter of the lot but must not exceed 48" in height and must be- at least 50 % open to the light. Privacy fences may be constructed of wood at a maximum of 6 feet high on the perimeter of patios in the rear yard only, adjoining the principle structure. Privacy fences shall not extend more than 15 feet from the rear of the principle structure and shall not extend into the rear yard setback. Where a fence is installed on the property line by the Declarant, or its successors or assigns, that fence in every instance shall be jointly owned and maintained by the Owners of the properties sharing said property line and the cost of such maintenance shall be divided equally between the Owners of the properties on which the fence shall abut. No fence shall be installed on a property line by an Owner without the approval of the adjoining Owners on whose property line said fence shall also abut and if a fence is installed by an Owner with the consent of and agreement with his neighbors the same rule as to maintenance shall apply as stated above applicable to fences installed by Declarant, or its successors or assigns. Any fence so installed shall be constructed in such a manner that both sides are equal in appearance. All fences erected on the property shall be kept in good repair and shall not be erected in such a manner as to obstruct vehicular or pedestrian traffic along public ways, or to prevent visual obstruction creating safety hazards. (Surrey Ridge 4).

14. 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 the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. (*4 feet in Surrey Ridge 4).

This paragraph does not appear in the Declarations of the following areas: Surrey Ridge 1,2, Lakewood 1, Promenades, Huntington Woods, Collegewood, Woodglenn 1,2,3,5.

15. Landscaping and Drainage

Landscaping shall not be installed in such a manner as to obstruct vehicular or pedestrian traffic along public ways to present visual obstruction creating safety hazards. Landscaping along lot lines shall not interfere with the use or enjoyment by neighboring owners of their respective lots. No alteration of drainage patterns or grades and no removal or addition of earth on any lot shall be done in any manner so as to create a nuisance (including, but not limited to an increase in storm water run off) to any other lot owner.

16. Easement for Landscaping

Where an exterior wall of a building is located on a lot within twelve (12) inches of a property line, there shall be an easement on the portion of such lot lying between such building and property line for landscaping. Every owner of the adjoining lot which is contiguous to the side lot line at which his neighbor's dwelling for the sole purpose of using, enjoying and maintaining

it as a lawn. Every owner of an adjoining lot shall maintain said easement in the same manner as his own lawn as provided in paragraph 17 herein. This easement shall be subject to the right of the lot owner to use such property together with the easement granted in paragraph 10 above on his neighbor's lot for the purpose of maintaining his own dwelling and the owner shall leave *his* property and landscaping in the same condition as exists at the time he entered the property in the course of maintaining *his* dwelling as provided in said paragraph 10.

This paragraph does not appear in the Declarations of the following areas: Surrey Ridge 1,2, Lakewood 1, Promenades, Huntington Woods, Collegewood, Woodglenn 1,2,3,5.

17. Maintenance of Improvements

Every owner shall be responsible for reasonable maintenance and up-keep of his owner property in consideration of the conveyance of any lot herein described, the Owner covenants and agrees that fences any buildings erected thereon in a state of good repair, condition and cleanliness and that he shall cut and trim the lawn and plantings in compliance with good gardening standards.

This paragraph does not appear in the Declarations of the following areas: Surrey Ridge 1,2, Lakewood 1, Promenades, Huntington Woods, Collegewood, Woodglenn 1, 2, 3, 5.

18. Miscellaneous

A. Rights of Declarant

The restrictions set forth above shall not apply to either the Declarant during the period or construction and sale of the property, or to Declarants successors and assigns who are so designated in writing as being so exempt with reference to this Declaration or a portion hereof.

This paragraph does not appear in Surrey Ridge 3-5, Lakewood 2, Gardens, Bloomfield, Woodglenn 4, Heritage Farms 1-5.

B. Deviations by Agreement with Declarant

Declarant hereby reserves unto itself, its successors or assigns, the right to enter into agreements with the owner of any lot or lots (without the consent of owners of other lots or adjoining or adjacent property) to deviate from any or all of the covenants set forth herein, provided there are practical difficulties or particular hardships evidenced by the owner, and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of any such covenant as to the remaining lots and no such deviation shall be valid unless approved by the appropriate governmental authority which at the time of such proposed deviation, shall have jurisdiction over the property.

This paragraph does not appear in the Declarations of the following areas: Surrey Ridge 1,2, Lakewood 1, Promenades, Huntington Woods, Collegewood, Woodglenn 1,2,3,5.

C. Term

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive

periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or part.

This paragraph does not appear in the Declarations of the following areas: Surrey Ridge 1,2, Lakewood 1, Promenades, Huntington Wows, Collegewood, Woodglenn 1,2,3,5.

D.) Enforcement

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

This paragraph does not appear in the Declarations of the following areas: Surrey Ridge 1,2, Lakewood 1, Promenades, Huntington Woods, Collegewood, Woodglenn 1,2,3,5.

E. Severability

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

This paragraph does not appear in the Declarations of the following areas: Surrey Ridge 1,2, Lakewood 1, Promenades, Huntington Woods, Collegewood, Woodq1enn 1,2,3,5.

THESE RESTRICTIONS DO NOT APPLY TO WOODGLENN VILLAGE 1-3, OAKS, ABBEYWOOD OR HIGHPOINT. THOSE AREAS ARE SUBJECT TO DECLARATIONS WHICH WERE NOT MADE A PART OF THIS REVIEW.