

Wildflower Ridge

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 following limitations:

(a) Residential Use. No Condominium unit shall be used for other than single-family residential purposes (except that persons not of the same immediate family residing together may occupy a unit with the written consent of the Board of Directors, which consent shall not be unreasonably withheld) and the common elements shall be used only for purposes consistent with the use of single-family residences. "Single family" shall be given the definition ascribed to it by applicable law. No more than one (1) residential structure may exist within any unit. No business, commercial, manufacturing, service, or rental enterprise shall be conducted upon the Condominium Premises, but Co-owners may maintain a business or professional library and make and receive business or professional telephone calls within their units. Unless prohibited by applicable law, permanent occupancy of each unit shall be limited to two persons per bedroom. 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.

No shed, storage building, or other accessory building shall be placed in a unit, except that a storage shed shall be permitted provided that: it matches the architectural styling and color(s) of the residence in the unit; there is no more than one (1) shed per unit; the shed shall not be metal; the shed shall not be larger than 10 feet wide, 14 feet deep, and 10 feet high; the shed shall not be attached to the residence in the unit; the shed shall be located discretely in the back yard of the residence within the unit and within the side yard setbacks of the residence within the unit; the shed shall be maintained at all times and closed securely when not in use; and provided the shed is not prohibited under Article VII (1)(h)(iii) hereof.

(b) 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 (i) 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; (ii) no commodities sold within the unit; (iii) no person employed other than a member of the immediate family residing within the unit; and (iv) no mechanical or electrical equipment used, other than personal computers and other office-type equipment.

(c) Common Areas. That portion of the General Common Elements designated as "Open Space" shall remain unimproved and shall be reserved for the non-exclusive recreational use of all Co-owners.

(d) Animals. Except for household dogs and/or cats as provided below in this subsection (d), and small caged birds, and fish, an owner may not keep, raise, or breed animals, livestock, or poultry of any kind in any unit. All pets shall be leashed when outside of a residence. Pit bull dogs and other dangerous animals are not permitted in the Condominium Project. No pets may be kept, raised, or bred on any unit for commercial purposes. No animals shall be kept in the front yard of any unit. Subject to the limitations provided above in this subsection (d), up to two (2) dogs, or two (2) cats, or one (1) dog and one (1) cat, will be allowed provided the combined weight of all dogs allowed under this section shall not exceed 85 pounds.

(e) Trash. No trash, garbage, or rubbish of any kind shall be placed within any unit, except in sanitary containers for removal which shall be kept inside garages or other fully enclosed and inconspicuous areas, except for short periods of time as may be reasonably necessary to permit periodic collection, not less often than once per week. No incinerators or other equipment for the disposal of waste are permitted in the Condominium. The Association may limit trash collection to one or more specific days.

(f) Time for Construction; Approval of Construction.

(i) Each Co-owner shall obtain a building permit ("**Permit**") for the construction of a residential dwelling within their unit consistent with the limitations set forth in these Bylaws within thirty (30) months from the date title to the unit is first transferred from the Developer to the Co-owner. Construction of the residential dwelling contemplated by the Permit shall be completed and an occupancy permit shall be obtained within eighteen (18) months from the date of the Permit. Accordingly, a residence shall be constructed and an occupancy permit issued within a maximum period of forty-eight (48) months from the date title to a unit is first transferred from the Developer ("**Construction Period**"). Subsequent transfers of a unit by a Co-owner will not alter the Construction Period which will continue to run from the date of the

initial transfer of the unit from the Developer. If construction of a residential dwelling in accordance with this Section is not completed or an occupancy permit is not granted on or before the expiration of the Construction Period, the Developer shall have the option to purchase the unit from the Co-owner for 80% of the sale price the Developer received when it initially sold the unit or 80% of the current fair market value of the unit, including any improvements therein, whichever is less. For purposes of this Section, fair market value shall be determined by a licensed appraiser selected by Developer. Developer may exercise its option to repurchase the unit under this Section at any time after the expiration of the Construction Period by giving written notice of its exercise to the Co-owner. The Developer's option under this Section, if not exercised, shall terminate automatically upon the issuance of an occupancy permit for a residence within the unit. The Developer shall not be obligated to exercise its option under this Section.

(ii) The Developer wishes to insure that the construction site within each of the units should be located so as to preserve the existing trees and contours where practicable and that the architecture of the residence located within any unit should be compatible with the criteria as established by these Bylaws and also should be compatible and harmonious to the external design and general quality of other dwellings constructed and to be constructed within the Condominium Project. Consequently, the Developer reserves the power to control the design and construction of 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 Right-of-Way. No building, wall, swimming pool, or other structure will be placed within 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 (2) sets of complete plans and specifications must be submitted; one (1) will be retained by the Developer and one (1) will be returned to the applicant.

Each building, wall, swimming pool, or structure will be placed within a unit only in accordance with the plans and

specifications as approved by the Developer. No modular homes or mobile 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 thirty (30) 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 herein 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.

All construction of buildings and structures will be done only by residential home builders licensed by the State of Michigan and approved in writing by the Developer, provided the Developer may waive this restriction for an owner who wishes to act as his own general contractor if the owner demonstrates to the Developer the owner's ability to construct a residence of a quality consistent with the other residences in the Condominium within a normal construction schedule. The Association shall succeed to the Developer's rights under this subsection once the Developer leaves the Condominium Project.

(g) Exterior Construction. All residences, including garages, must have exteriors approved by the Developer or the Association. The exterior shall be made of materials of comparable grade and quality consistent with those customarily used for comparable homes in the area.

(h) Size and Setback Requirements. All residences must conform to the following size requirements:

(i) Area Minimums. Excluding any garage, no one-story residence will be constructed with a fully enclosed main floor living

area of less than one thousand two hundred (1,200) square feet, no 1 ½-story residence will be constructed containing a fully enclosed floor living area of less than one thousand six hundred (1,600) square feet, and no 2-story residence will be constructed containing a fully enclosed floor living area of less than one thousand six hundred (1,600) square feet.

(ii) General. All square footage determinations will exclude basements (including walk-out basements), garages, carports, 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. The height of any building will be not more than permitted by the applicable zoning ordinance. 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.

(iii) 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 single story or double story garage capable of garaging at least two (2) but not more than four (4) standard size automobiles; provided that any unit containing a garage that is capable of garaging more than three (3) standard size automobiles shall not be permitted to have a storage shed as otherwise allowed under Article VII (1)(a) hereof. 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 under common ownership that will contain a residence.

(iv) Setbacks. Building setbacks for each unit shall comply with the minimum setback requirements shown on the Condominium Subdivision Plan. The Developer reserves the right to require greater building setbacks as part of the approval process set forth in Subsection (f) above.

(i) Driveways. No stone or cinder driveways are permitted. All driveways must be a minimum of eight (8) feet wide. All driveways must be constructed of concrete or asphalt. Concrete drives shall be at least four (4) inches thick. Asphalt drives shall be at least three (3) inches thick. The driveways shall connect to Peach Street, Wild Flower Drive, or Wild Flower Court and no other street.

(j) Swimming Pools. Swimming pools shall be within the unit and set back at least ten (10) feet from each unit boundary and may not project with their coping more than two feet above the established grade.

(k) Tree Removal. No tree of any size shall be removed from any unit without the prior approval of the Developer, if the Developer owns any unit, or without the prior approval of the Association if the Developer does not own a unit.

(l) Playground Equipment. All playground equipment, such as swing sets, slides, and the like, shall be kept within a unit only in an area behind the residence in the unit and not closer to any side boundary than the extremities of the residence within that unit.

(m) Lawns. Each owner shall properly maintain all lawn areas within his or her unit and within all Rights-of-Way adjoining to his or her unit, and shall install an underground sprinkling system to service all areas of the lawn. All lawns shall be kept free from weeds, underbrush, and other unsightly growths.

(n) Recreational and Commercial Vehicles. No house trailers, commercial vehicles, motorcycles, all-terrain vehicles, boat trailers, boats (including personal watercraft), motor homes, snowmobiles, snowmobile trailers, camping trailers, or golf carts, nor any other 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 with the door completely closed or unless present for temporary loading or unloading purposes. No inoperable or unlicensed 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, except as permitted by the Association in accordance with any rules or regulations adopted by the Association.

(o) Fences. No fences of any type will be permitted, except that fences surrounding swimming pool areas, and "invisible" electronic dog fences, will be permitted only with the prior approval of the Developer, if

the Developer owns a unit, or the Association, if the Developer does not own a unit.

(p) Antennae. An owner may install within the owner's unit, or within any Limited Common Element under the owner's exclusive control, a television satellite dish that is less than one meter (39.37 inches) in diameter, an antenna to receive local television broadcast signals, or a wireless cable antenna, so long as the satellite dish or antenna does not encroach in, on, or over any General Common Element or any Limited Common Element not under such owner's exclusive control.

No owner may install or allow or cause to be installed within the owner's unit, or any Limited Common Element under the owner's exclusive control, any antenna used for AM/FM radio, amateur ("ham") radio, Citizen's Band ("CB") radio, Digital Audio Radio Services ("DARS"), or any other type of antenna or satellite dish not specified in the first sentence of this Subsection (), without the prior written approval of the Developer or the Association.

(q) Hunting. No hunting in any form shall be permitted anywhere within the Condominium Premises.

(r) 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 other building.

(s) Nuisances. No owner of any unit will do or permit to be done any act or condition within his or her unit which may be or is or may become a nuisance. No unit 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 to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor will any substance, thing, or material be kept within any unit 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. If any owner of any unit fails or refuses to keep his or her unit from refuse piles or other unsightly objects, then the Developer or the Association may enter the unit 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.

(t) Entrance. The Common Areas at the entrance to Wild Flower Ridge as shown on the Condominium Subdivision Plans shall remain unimproved except for a standard street sign and landscaping and, in the Developer's or the Association's discretion, a sign identifying the Condominium Project. The Association shall be responsible for maintaining these areas.

(u) Utility Lines. Each Co-owner shall wire their unit for telephone service, electricity and cable television service at the time they construct a residence. All utility lines, such as telephone, electric, and cable television lines, shall be run totally underground.

(v) Stabilization of Soil. During the Construction Period, the soil within such unit, and the Frontage Area(s) appurtenant to such unit, must be 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.

The design of the dwelling placed within any unit shall incorporate measures and practices to minimize the extent of increased storm water runoff from the unit and resulting soil erosion and sedimentation, both during and after completion of construction. These measures and practices shall include the following:

(i) The area of the unit which is disturbed by excavation shall be kept to a minimum.

(ii) Measures shall be taken to re-establish vegetation on disturbed soils as soon as practicable following completion of excavation.

(iii) Soil erosion and the conveyance of sediment from the site to adjacent streams and wetlands during construction shall be controlled through use of such measures and practices as silt fences, sediment basins, vegetative buffer strips, seeding, sodding and mulching, as described in the publication entitled *Guidebook of Best Management Practices for Michigan Watersheds*, published by the Michigan Department of Environmental Quality, Surface Water Quality Division ("DEQ").

(iv) Measures shall be taken to minimize the discharge of concentrated volumes of runoff from roofs and paved surfaces onto steep slopes, by directing roof drain outlets and pavement drainage

outlets to areas of moderate slope or to subsurface infiltration basins.

(v) If a Co-owner fails to follow the measures provided in this Article VII, the Developer or the Association may perform such measures on behalf of the Co-owner upon ten (10) days' written notice to the Co-owner. The Co-owner shall pay for the expenses incurred by the Association or Developer for such work.

(w) Compliance With Laws. Notwithstanding any of the foregoing, 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.

(x) Signs. No sign of any kind shall be displayed to the public view within any unit, except a sign of not more than four square feet advertising a unit for sale or rent or a sign used by a builder to advertise the construction or subsequent sale of a residence. No sign other than Developer's will be allowed at any entrance to the Condominium Project.

(y) Common Open Space. The Common Open Space shall be maintained by the Association for the common use and enjoyment of all Co-owners and their guests for non-motorized non-vehicular recreational purposes including, without limitation, hiking, nature and wildlife observation, children's play areas, required drainage, and similar uses; provided however, that such uses shall be subject to any rules and regulations adopted by the Association, and to any other restrictions or requirements contained in the Master Deed or any exhibits thereto, and shall not include:

(i) Commercial or agricultural use;

(ii) Construction of any buildings or other temporary or permanent structures or improvements, except for children's play structures, nature trails and nature observation areas and platforms, and other structures related to the permitted uses;

(iii) Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk or waste (including yard waste or brush); and

(iv) Any other use or activity which would be inconsistent with the uses described herein or destroy or significantly impair the natural condition of the Common Open Space.

Ownership of the Common Open Space may be held only by the Condominium, or may be transferred only to the City of Wayland (with the City's prior written approval) for use by the City as a public recreation area as the City may deem appropriate.

Access to the Common Open Space shall be provided to residents of Wild Flower Ridge and their visitors and guests. No right of access by the general public to any portion of the Common Open Space is created by the Master Deed or these Condominium Bylaws; provided however, if the Common Open Space is conveyed to the City of Wayland as permitted herein, the City may permit public access and use of the Common Open Space by the public under conditions as determined by the City.

(z) Sidewalks. The sidewalks in the Condominium Project, as shown in the Condominium Subdivision Plan, shall be constructed by and at the expense of each Co-owner of a unit at the time of construction of a residential dwelling upon such unit, and shall be maintained by and at the expense of the Association subject to such other provisions contained in the Master Deed or these Bylaws, and except as otherwise required by the City of Wayland. All sidewalks constructed under this section shall comply with the requirements of the City of Wayland for such construction.

(aa) Opening Elevation Restrictions. The Minimum Building Opening restrictions for each unit are as shown on the Utility and Easement Plan portion of the Condominium Subdivision Plan.

(bb) Easements for Surface Drainage. Drainage easements are for the benefit of upland units within the Condominium Project and any improper construction, development, or grading that occurs within these easements will interfere with the drainage rights of those upland units. Drainage easements are for the continuous passage of surface drainage and each owner will be responsible for maintaining the surface drainage system across their unit. No structure is permitted within a Drainage easement. This includes, but is not limited to, swimming pools, sheds, garages, patios, decks, fences or other permanent structures or landscaping features that may interfere with surface drainage or maintenance of subsurface systems.

(cc) Block Grading Plan. The block grading plan, attached to the Master Deed as Exhibit C, shows the direction of flow for the surface drainage for all units. It is the unit owner's responsibility to ensure that the final grading of the unit is in accordance with the block-grading plan. During the final unit grading and landscaping, the owner shall take care to ensure that the installation of fences, plantings, trees, and shrubs do not interfere with nor concentrate the flow of surface drainage. No changes

will be made in the grading of any unit areas used as drainage swales which would later affect surface run-off drainage patterns without the prior written consent of the Allegan County Drain Commissioner for all portions of swales.

(dd) Easement Boundaries for Rear Yard Drainage Swales. Silt fence shall remain in place along the easement boundary until a unit has been final graded for landscaping and has established growth. Only the portion of silt fence on that unit may be removed.

(ee) Waiver. A waiver from elevations may be granted by the Allegan County Drain Commissioner following receipt of a certification from a registered professional engineer demonstrating that the proposed elevation does not pose a risk of flooding.

(ff) Footing Drains & Sump Pumps. Water from such sources as eave troughs and footing drains shall be directed to footing drain laterals provided for the units. If no lateral is provided, the unit owner shall discharge said water in such a manner as to not impact neighboring land, units or public streets. Laundry facilities or other similar features shall not be connected to a footing drain or pump system discharging to footing laterals and the storm sewer system. Laundry facilities and interior sump pumps must be drained to the sewage disposal system.

(gg) Developer's Rights and Responsibilities. Developer may assign, in whole or in part, its rights and responsibilities hereunder to the Association, and when the last unit in the Condominium Project has been conveyed, this assignment shall occur automatically.

(hh) Enforcement of Restrictions. The Association's costs of exercising its rights and administering its responsibilities hereunder shall be Expenses of Administration, provided that the Association shall be entitled to recover its costs of proceeding against a breach by a Co-owner as provided in Article XII, Section I(b) below.

(ii) General Provisions.

(i) Zoning. All applicable restrictions imposed by the Wayland City Code shall apply to all units and shall govern in the event of any inconsistency with these Bylaws; provided, however, that if the Developer or the Association or these Bylaws impose more stringent restrictions, those restrictions shall apply.

(ii) No Gift or Dedication. Nothing herein contained will be deemed to be a gift or dedication of any portion of the units or other areas in the Condominium Project 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 herein specifically expressed.

(iii) No Third-Party Beneficiaries. No third party, except grantees, heirs, representatives, successors, and assigns of the Developer, as provided herein, will be a beneficiary of any provision set forth herein.

(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.

(jj) Waiver by Developer. The Developer shall be entitled to waive or modify any of the applicable use and occupancy restrictions, if in its sole judgment, such a waiver would be appropriate. No such waiver shall affect the validity or enforceability of any of the restrictions against other units.

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 Bylaws, and the Association's Articles of Incorporation and rules and regulations. However, none of the use restrictions contained in this Article shall apply to the commercial activities or signs, if any, of the Developer during the development and sales period as defined in these Bylaws, or of the Association in furtherance of its powers and purposes set forth in these Bylaws and in its Articles of Incorporation and Bylaws as the same may be amended from time to time. For the purposes of this Subsection, the development and sales period shall be deemed to continue so long as Developer owns any unit which Developer offers for sale or so long as any unit may be created. Until all units have been sold by Developer, Developer shall have the right to maintain model units and a sales office, a business office and storage areas. During the development and sales period, Developer and Developer's agents, employees, successors, assigns, contractors, subcontractors, brokers, licensees and invitees shall be entitled to (i) have access, ingress and egress to and from the Condominium Project and common elements and use such portion of the Condominium Project and common elements as may be necessary or desirable in connection with such marketing, sales, leasing of units or performance of work, (ii) use or show one or more unsold and unconveyed units or portion or portions of the common elements as a model unit or units (for sale or lease) or for such other purposes deemed necessary or desirable in connection with such administration, marketing, sales or leasing of units or performing work in or about the Condominium Project, and (iii) post and maintain such signs, banners and flags, or other advertising material in, on or about the Condominium Project and common elements in such form as deemed desirable by Developer, and as may be deemed necessary or desirable in connection with the marketing, sales, leasing

or management of units or performing work in or about the Condominium Project or in connection with (i) and (ii) above, and (iv) complete or correct construction of, or make alterations of an additions and improvements to, the units or the common elements in connection with any of the Developer's activities in connection with the promotion, marketing, sales or leasing of the units or performing work in or about the Condominium Project.

Section 3. Enforcement. A breach of any provision contained in Section 1 of this Article VII shall constitute a breach of these Bylaws and may be enforced pursuant to the terms of these Bylaws.