

All of the Units in Leelanau Highlands Condominium will be held, used and enjoyed subject to all approvals or conditions made by Elmwood Charter Township, which includes, but is not limited to the site plan for the Project and are also subject to the following limitations and restrictions:

6.1 Use Restrictions.

6.1.1 Ordinance Compliance. The use of any Unit and any structure constructed on any Unit must satisfy the requirements of the zoning ordinance of Elmwood Charter Township, Leelanau County, Michigan. To the extent that the restrictions contained herein are more restrictive than the Elmwood Charter Township Zoning Ordinance, the restrictions contained herein shall apply.

6.1.2 Residential Use. The Units are for single-family residential purposes only.

6.1.3 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, is clearly incidental and secondary to the use of the residence for dwelling purposes and does not change the character thereof.

6.1.4 Letter and Delivery Boxes. The Developer will determine the location, color, size, design, lettering, and all other permitted particulars of all mail or paper delivery boxes.

6.1.5 Signs. Signs or any advertising shall not be displayed on any Unit, except that one "For Sale" sign referring only to the Unit on which displayed and not exceeding six (6) square feet in size may be displayed without approval. Additionally, for a period of 30 days before and one day after any primary or general election date, not more than a total of two signs, each not exceeding six (6) square feet in size, may be displayed on any Unit for a political candidate or issue, without approval.

6.1.6 Solar Panels and Satellite Dishes. Solar panels, antennas and satellite dish installations and location must be approved in writing by the Review Committee.

6.1.7 Outbuildings/Accessory Buildings and Structures. No improvement or structure may be placed, erected or maintained on any Unit, except in accordance with plans approved by the Review Committee in accordance with Section 6.2. Exterior surfaces of accessory buildings shall be of the same architectural style and color combination used for the residence on the Unit.

6.1.8 Animals. Animals, livestock, or poultry of any kind shall not be kept or maintained on any Unit, except household dogs, cats, small caged pet birds, and fish, which may be kept thereon in reasonable numbers as pets. No animal may be kept or bred for any commercial purpose. Outside the Co-Owner's Unit, animals must be attended at all times by a responsible person and must be kept on a leash and not allowed to run free. Pets shall not be kept outdoors unless in a fenced area or unless some form of restraint system (such as an "invisible fence") is used to prevent the pet from leaving the Unit. Animal owners must collect and dispose of pet feces deposited off the Co-Owner's Unit. Any damage to a general or limited common element by an animal will be the responsibility of the animal owner to repair. The Association reserves the right to repair such damages and assess the Co-Owner for all costs involved. Animals shall be kept under care and restraint by the Co-Owner. Issues of noise, odor, unsanitary conditions, or obnoxious behavior may result in the expulsion of the animal from the Project. No savage or dangerous animals are allowed. The Association has the exclusive and absolute authority as it relates to animals on the Property.

6.1.9 Recreational and Commercial Vehicles. Unless present for temporary (i.e., 48 hours or less) loading or unloading purposes or parked inside of a garage, recreational vehicles, motor homes, house trailers, commercial vehicles, trailers, boats, camping vehicles, motorcycles, all terrain vehicles ("ATVs"), snowmobiles, or vehicles other than automobiles or vehicles used primarily for general personal transportation use may not be parked or stored upon any Unit or adjoining private road areas, without the prior written approval of the Review Committee. Inoperable vehicles of any type may not be brought or stored upon any Unit, either temporarily or permanently, unless within a garage. Commercial vehicles and trucks will not be parked in or about any Unit (unless fully inside a garage) except while making deliveries or pickups in the normal course of business. Any truck over 1-ton and any vehicle with a company name on the exterior will be considered a commercial vehicle. No vehicle may be parked overnight on any private road in the Project, except as may be permitted by the Association in accordance with any rules or regulations adopted by the Association. Snowmobiles and ATVs may not be operated within the Project.

6.1.10 Nuisances/Maintenance. No owner of any Unit will do or permit to be done any act or condition upon his Unit which may be or may become a nuisance. No Unit will be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause the Unit to appear in an unclean or untidy condition; nor will any substance, thing, or material be kept upon 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 surrounding Units. No underbrush or other unsightly growths will be permitted to grow or remain upon any part of a Unit except to the extent it is natural undergrowth in a wooded area that the Co-Owner does not disturb in the construction of the Co-Owner's residence and no refuse pile or unsightly objects will be allowed to be placed or suffered to remain anywhere on a Unit. In the event that any Co-Owner of any Unit will fail or refuse to keep a Unit free from underbrush, or refuse piles or other unsightly growths or objects, then the Developer or the Association may enter upon the Unit and remove the same and such entry will not be a trespass; the Co-Owner of the Unit will reimburse the Developer or the Association all costs of such removal. Further, each Co-Owner shall mow and maintain the parkway area located between the sidewalk on their Unit and the paved portion of the private road, unless the Association elects to assume responsibility for maintaining such areas.

6.1.11 Garbage and Refuse Disposal. All trash, garbage and other waste is to be kept only in sanitary containers. All trash, garbage and other waste must be removed from the Unit at least once each week. Each Unit Owner at their own expense will be responsible for selecting and contracting with a garbage removal company for garbage and refuse disposal for their Unit. The Developer during the Development period and the Association thereafter shall retain the right to designate one garbage removal company for garbage and refuse disposal for all Units in the Project. No burning of trash is permitted on any Unit, nor shall any “burn barrels” be maintained on any Unit. Fire pits may be located on a Unit, but shall not be used to burn trash or anything other than firewood. Use of fire pits shall not disturb the peaceful enjoyment of adjoining Co-Owners, either through excessive noise or smoke.

6.1.12 Mineral Extraction. No Unit owner shall construct or place a derrick or other structure designed for use in boring for oil or natural gas upon any Unit, nor will any oil, natural gas, petroleum, asphaltum, or hydrocarbon products or minerals of any kind be produced or extracted from or through the surface of any Unit. Rock, gravel, and/or clay will not be excavated or removed from any Unit for commercial purposes. This Section 6.1.12 shall not apply to the Developer during the Development Period.

6.1.13 Walls, Fences, and Hedges. No fence shall be located on that portion of any Unit located between the residence and the private road. Walls, fences or hedges of an approved design may be used, however, to enclose service areas, patios, swimming pools, hot tubs, or other areas requiring privacy. If a wall, fence, hedge, screen, or other improvement is desired, plans must be submitted to the Review Committee for approval prior to construction. Wood, iron, masonry or plant materials are considered as suitable components for fences and screens; wire or metal chain link fences are discouraged but may be permitted by the Review Committee. Stockade fences are prohibited. Seasonal installation of a winter snow fence shall require the prior approval of the Review Committee.

6.1.14 Outdoor Lighting. All exterior lighting plans, and any changes or alterations to exterior lighting, shall be approved in advance by the Review Committee. Mercury vapor lights are prohibited. Each Unit Co-Owner shall be responsible for installation and maintenance of a post light of a design approved by the Review Committee in an area near the intersection of the driveway and sidewalk on the Unit, which shall be equipped with a sensor so that the post light is automatically illuminated from dusk to dawn. Co-Owners shall promptly replace any burned-out bulbs of the post light, so that there will be an illuminated post light on each Unit on which a residence has been built from dusk to dawn.

6.1.15 Fuel Storage Tanks. No above-ground oil, propane, natural gas, or other fuel storage tanks may be installed on any Unit.

6.1.16 Tree Removal. The Developer desires to regulate and control the removal of trees from the Project. No tree shall be removed from a Unit unless and until a tree removal plan showing which trees are intended to be removed has been approved by the Review Committee, and no changes or deviations in or from such plan as approved will be made without the prior written consent of the Review Committee. The clear cutting of trees on a Unit outside the Building Envelope is strictly prohibited. Removal of dead, diseased, unsafe or fallen trees is permissible, after the approval for same is obtained from the Review Committee.

6.1.17 Granting of Right-of-Way Easement. No Unit Co-Owner shall grant any right-of-way or easement across his or her Unit to any person(s) or entities without prior written approval of the Developer during the Development Period and thereafter the Association.

6.1.18 Playground Equipment. All playground equipment such as swing sets, slides, and the like shall be kept in a location on the Unit approved by the Review Committee.

6.1.19 Sports Courts and Pools. Sports or tennis courts and swimming pools are permissible with the prior written consent of the Review Committee. The plans for such proposed use shall include a description of the fencing or other means of limiting access to any pool or hot tub, and after construction, the Unit Co-Owner shall be solely responsible for installing and maintaining in good condition all fencing or other access-limiting measures. A free-standing basketball backboard in the driveway, not attached to the residence, is permitted without Review Committee approval.

6.1.19 Care and Appearance of Units. The yard and exterior surfaces of all improvements on all Units shall be maintained by the Unit Co-Owner in a neat and attractive manner and in good condition and repair.

6.1.20 Outdoor Clothes Lines. No outdoor clothes lines, clothes umbrellas, or other structures intended for the outdoor drying of clothes or laundry may be installed on any Unit.

6.1.21 Flags and Flagpoles. The display of a single United States flag of a size not to exceed three by five feet, and the temporary display of a college flag or banner, is permitted on each Unit. Installation of a flagpole on a Unit shall be approved in advance by the Review Committee. Display of any other flags or banners shall be subject to the prior approval of the Review Committee.

6.2 Building Restrictions.

6.2.1 Minimum Square Footage. The following minimum square footage requirements exist for residences constructed on Units within the Project: No one story residence will be constructed with a minimum floor area of less than 1,450 square feet, exclusive of decks, porches, patios, and garages. No two story residence will be constructed with a minimum floor area of less than 1,200 square feet, exclusive of decks, porches, patios, and garages.

The Developer encourages Co-Owners to construct residences having exterior finishes consisting of brick, stucco, cedar wood and/or stone, together with upgraded architectural grade dimensional roof shingles. However, vinyl siding is a permissible exterior finish. All residences shall be built on site upon a full basement and/or foundation. No mobile or modular homes are permitted. All roofs for a dwelling must have a minimum of 6-12 pitch.

6.2.2 Garages/Accessory Buildings. Each dwelling shall have an attached garage containing at least two stalls located side by side. Accessory buildings, such as storage sheds, are permitted, but the size, design, materials and location shall require the prior approval of the Review Committee and shall in all events conform to the ordinance requirements of Elmwood Charter Township. In general, the design and appearance of the accessory building shall match the design and appearance of the home built on the Unit.

6.2.3 Driveway, Approach and Sidewalk. Each Co-Owner of a Unit is responsible for installation and maintenance of a concrete sidewalk parallel to the private road in the area as depicted in the Condominium Subdivision Plan attached as Exhibit B. The width, depth, concrete color, and other specifications of the sidewalk shall be approved in advance by the Review Committee. The driveway approach leading from the hard-surface street to the edge of the sidewalk closest to the residence on the Unit shall be made of concrete, and shall match the sidewalk concrete color. The driveway area between the sidewalk edge closest to the residence and the residence on the Unit shall be made either of concrete or asphalt.

6.2.4 Landscaping. Within one (1) year after the completion of construction of the residence on the Unit, to the extent it does not have natural cover within woods, the lawn area of the Unit will be graded, and will be either covered with four inches of fertile topsoil and supplied with sufficient perennial grass seed to seed the same or an alternate landscaping plan as approved by the Review Committee. All front yards of Units shall be graded, seeded, and irrigated. All landscaping shall be subject to the review and approval of landscaping plans by the Review Committee in accordance with Section 6.2.5. No substantial changes in the elevations of the land may be made without the prior written consent of the Developer during the Development Period and thereafter by the Association. Each Co-Owner shall also be required to plant at least one tree with a trunk diameter of at least 2.5 inches in the area between the sidewalk and the street. The type of tree and specific location shall be approved by the Review Committee.

6.2.5 Approval of Plans. The Developer during the Development Period and thereafter the Association, through the operation of the Review Committee created under Section 6.2.6, shall have the right to control the buildings, structures, landscaping, exterior lighting, and other improvements placed on each Unit, as well as to make such exceptions to these Bylaws as the Review Committee will deem necessary and proper. No building or other improvement or landscaping will be placed upon a Unit unless and until the plans and specifications therefore showing the nature, kind, shape, height, color, materials and location of the improvements and the plot plan including elevations have received the prior written approval of the Review Committee, and no changes or deviations in or from such plans and specifications as approved will be made without the prior written consent of the Review Committee. Two sets of complete plans and specifications must be submitted; one will be retained by the Developer during the Development Period and thereafter the Association and one will be returned to the applicant.

The Developer in designing and developing the Project, including the location and contour of the private roads and location of the storm water management system and location of the easements, has taken into consideration the following criteria:

A. The existing contour of the land and the existing wooded vegetation should be preserved where practicable.

B. The dwelling site on each of the Units should be located so as to preserve the existing contours and vegetation where practicable, and must be located within the Building Envelope designated for each Unit as shown in the Subdivision Plan attached as Exhibit B to the Master Deed.

C. The architecture of the dwelling and landscaping located on any Unit should be compatible with the criteria as established herein and also should be compatible and harmonious to the external design and general quality of other dwellings constructed and to be constructed within the Project.

D. The design and general quality of the construction shall be first class.

The Developer or the Association will not be responsible for any defects in such plans or specifications or in any building or structure erected according to such plans and specifications. Developer may construct any improvements upon the Condominium Property that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

6.2.6 Review Committee. Developer has or will establish an architectural review committee (the Review Committee). The mission of the Review Committee is to ensure that all plans submitted for review, and all subsequent exterior changes or modifications, meet the criteria established in the design standards in this Article VI. The design standards for the Project are intended to provide a compatible neighborhood image.

6.2.7 Architectural Review. No residence, structure, exterior lighting, or other improvements shall be constructed within a Unit or elsewhere within the Project, and no exterior modification shall be made to any existing residence, structure, exterior lighting, or improvement unless plans and specifications containing whatever detail the Review Committee reasonably requires has first been approved in writing by the Review Committee. The Review Committee shall have the right to refuse to approve any plans and specifications, color or material applications, grading or landscaping plans, exterior lighting, or building location plans that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on the plans and specifications, the Review Committee shall have the right to take into consideration the suitability of the proposed structure, improvement, or modification, the site on which it is proposed to be constructed, the proposed location of any improvement within the Unit, the location of structures within adjoining Units and the degree of harmony with the Condominium as a whole. Exterior changes which require prior approval include, without limitation, the erection of antennas, lights, aerials, awnings, newspaper holders, basketball backboards attached to a residence, mailboxes, flag poles and satellite dishes of a size and/or at a location not previously approved by the Review Committee. No attachment, appliance or other item may be installed which is designed to kill or repel insects or animals by light or by humanly audible sound. No Co-Owner shall in any way restrict access to any utility line or other area that must be accessible to service the Common Elements or which affects an Association responsibility in any way. A significant landscaping change is included within the meaning of a change in exterior appearance.