

CONDITIONS, COVENANTS AND RESTRICTIONS
of
PARKVIEW HILLS PLAT

PARKVIEW HILLS CO., a partnership consisting of H. LEWIS BATTS, JR. and BURTON H. UPJOHN, of the County of Kalamazoo and State of Michigan, being the owner of all of the premises and lots contained in "PARKVIEW HILLS", a recorded plat filed and of record in the office of the Register of Deeds for the County of Kalamazoo, Michigan, recorded in Liber 30 of Plats, Page 21, and desiring to create and establish certain conditions, covenants and restrictions to govern and control the use, occupancy, ownership and title of each and all of said lots contained in said plat as recorded, does impose upon and subject the title, use, occupancy and ownership of all of the lots contained in said plat as hereinafter set forth. References to the "Board" and "Architectural Committee" refer to those of Parkview Hills Community Association, Inc., provided for in the Declaration recorded in Liber 276 of Deeds, on Page 913 of said Kalamazoo County Records, the same being incorporated herein by reference.

1. ARCHITECTURAL CONTROL

No building, fence, wall, screen or other structure, and no private road or driveway, severally and collectively referred to as "improvements", shall be erected or placed upon any lot nor shall any exterior addition or alteration therein be made until the plans and specifications thereof, showing the nature, kind, shape, height, materials and location of the same, shall have been submitted to and have been approved in writing by the Board of Directors or by an Architectural Committee composed of three or more representatives appointed by the Board, as to harmony with the stated purposes of this declaration, including external design and location in relation to surrounding structures and topography. Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications, a copy of which shall be delivered to the owner or owners of the lot upon which the prospective improvement is contemplated prior to the beginning of such construction. No changes or deviations in and from such plans or specifications shall be made without the prior written consent of the Board or Committee. The Association shall not be responsible for any structural or other defects in such plans or specifications or improvements erected according to such plans and specifications.

In the event said Board or Committee fails to approve or to disapprove any plans or specifications within thirty (30) days after such plans and specifications have been submitted to it, the approval will not be required and this article shall be deemed to have been fully complied with, except that this shall not be deemed to grant approval to any changes or alterations in the plans and specifications submitted.

So long as an architectural committee shall exist, whenever reference is herein made to "the Board of Directors or the Architectural Committee", the same shall be deemed to refer to the Architectural Committee.

2. SETBACK LINES

Since the establishment of standard and inflexible building setback lines for locating houses, hedges or other improvements tends to force construction of homes both directly behind and directly to the side of other homes with detrimental effects on privacy, view, preservation of natural features, etc., no specific setback lines are established by these covenants and restrictions.

Whenever it is proposed to construct an improvement within ten (10) feet of the line of an abutting lot, the Board or Committee shall give written notice to the abutting owner and shall afford a reasonable opportunity for the abutting owner to examine the plans and specifications for the proposed improvement and shall afford said abutting owner reasonable opportunity to be heard. The decision of the Board or Committee, after such hearing, shall be final and binding on the parties.

3. RESIDENTIAL USES

All lots shall be used solely for residential purposes.

- (a) On Lots 1 through 23, not more than one detached dwelling unit shall be built on any lot except as provided under "4. DIVISION OF LOTS".
- (b) On Lots 24 through 30 inclusive, not more than one duplex or two detached dwelling units shall be constructed on any lot except as provided in "4. DIVISION OF LOTS".

- (c) No structure of a temporary character such as a trailer, basement, garage or the like shall be used on any lot at any time as a residence, either temporarily or permanently. Any structure commenced on any lot shall be completed within twelve months of the commencement of construction.
- (d) The foregoing restrictions shall not be deemed to prohibit the temporary display of model homes or the temporary openings of real estate offices for the sale of property within PARKVIEW HILLS.

4. DIVISION OF LOTS

- (a) Lots 1 through 23 shall not be sold except as a whole except that a lot may be divided and the parcels conveyed to adjacent owners, provided, however, that no dwelling unit shall be permitted on a site smaller than the smaller of the lots from which such site shall be created.
- (b) Lots 24 through 30 may be divided or combined. Subject to the approval of the Board or Architectural Committee, single family, duplex or multiple family dwellings may be built thereon in any combination, provided the density shall not exceed that permitted had such lots not been combined or divided. A recordable covenant against exceeding such density shall be required and recorded by the Board or Architectural Committee as a condition of approval. No structure shall contain more than four dwelling units nor exceed two stories in height plus a basement.

5. STORAGE OF VEHICLES

All dwelling units shall be provided with a garage or covered carport, unless otherwise specifically allowed by the Board or Architectural Committee, for at least two automobiles. No housetrailer, habitable motor vehicle, boat or boat trailer, camper trailer or the like shall be placed or stored on any lot except within an enclosed garage or carport totally concealed from view from all portions of the properties in all seasons of the year and in conformity with reasonable regulations established by the Board of Directors. No truck or commercial vehicle shall be stored or parked on any lot except temporarily during construction or repair of the improvements on said lot, except in a garage.

6. PRESERVATION OF NATURAL FEATURES

In furtherance of the purpose of this plat, no tree measuring four (4) inches or more in diameter three (3) feet above ground level may be removed without the written approval of the Board or Architectural Control Committee, nor may any soil or substantial vegetation be moved from one portion of the lot to another or be removed from or brought onto said lot without the prior approval of the Board or Committee. Any dirt removed from said lot shall, at the direction of the Board or Architectural Committee, be removed from the lot or shall be dumped at a location within the PARKVIEW HILLS Planned Unit Development designated by the Board or Committee. It shall be the duty of each property owner to prevent erosion of his property. Excavating and dirt moving and landscaping or importation of vegetation shall be accomplished in accordance with reasonable regulations by the Architectural Control Committee so as to inflict a minimum of damage to vegetation or to the contour of said lot. Should any owner fail to prevent erosion, then the Association may, after notice to the owner, enter upon said property to remedy such condition and the reasonable cost thereof shall be the obligation of the owner and shall be collected in the same manner as provided for the collection of annual assessments.

7. PETS

No horse, cattle, swine, goats, poultry or fowl, except caged birds, shall be kept on any lot, and no other animal shall be kept on any lot except household pets which shall be confined or be on a leash. This shall not be deemed to prevent the Association from keeping animals or birds in the common open space for the benefit of the owners.

8. CLOTHESLINES

The Association may make reasonable regulations concerning clotheslines, drying racks and the like.

9. RUBBISH

No rubbish, trash, garbage, or any other offensive or noxious thing shall be permitted to remain on any property nor shall any property be used for the storage of any property or thing which shall cause such property to appear to be in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing or material be kept on any property that will emit foul or obnoxious odors.

10. UTILITIES AND STORAGE TANKS

All cables, wires, conduits, pipes, storage tanks, and similar objects and devices shall be placed underground except with the approval of the Board of Directors for good cause shown. No exposed or exterior radio or television transmitters nor receiving antennas shall be erected, placed or maintained on any part of the premises except with the approval of the Board. Any approval granted shall be on a case by case basis and shall not constitute approval as to other similar devices.

11. SIGNS

No sign, including a "FOR SALE" sign, may be placed on any property, except one approved by the Board or Architectural Committee which gives the name and address of the occupant.

12. REMEDIES FOR VIOLATION; INVALIDATIONS

For a violation or breach of any of these reservations, covenants and restrictions, the Association and any owner, or either of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent or obtain damages for the violation or breach of any provision hereof. The failure of the Association or of any owner to enforce or the failure to enforce promptly any of the reservations, covenants or restrictions shall not bar other or subsequent enforcement. The invalidation of any one or more by any court of competent jurisdiction shall not effect any other reservation, covenant or restriction but shall remain in full force and effect.

13. DURATION; AMENDMENT

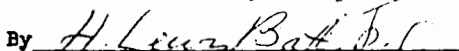
The covenants and restrictions of this declaration shall run with and bind the land for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first twenty (20) years by an instrument signed by owners of at least 90% of the dwelling units constructed on the properties and thereafter by an instrument signed by owners of at least 75% of the dwelling units on the properties.

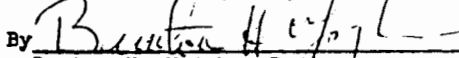
IN WITNESS WHEREOF, the undersigned, being the Declarant herein,
have hereunto set their hands and seals this 9th day of September, 1971.


Edward P. Thompson


Sibyl G. Weeks

PARKVIEW HILLS CO., a co-partnership

By 
H. Lewis Batts, Jr., Partner

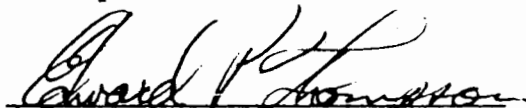
By 
Burton H. Upjohn, Partner

STATE OF MICHIGAN

County of Kalamazoo] ss:

The foregoing instrument was acknowledged before me this 9th day
of September, 1971, by H. Lewis Batts, Jr. and Burton H. Upjohn, partners,
on behalf of PARKVIEW HILLS CO., a co-partnership.

(seal)


Edward P. Thompson

Notary Public, Kalamazoo County, Michigan
My commission expires: March 3, 1972

This instrument drafted by
EDWARD P. THOMPSON
1007 American National Bank Building
Kalamazoo, Michigan