

OAKLAND COUNTY 08-089399-CK
JUDGE MICHAEL WARREN
INDIANWOOD IM v ORION TWP

PROTECTIVE COVENANTS OF INDIANWOOD IMPROVEMENT ASSOCIATION

**ARTICLE 1
PURPOSE**

- 1.1 These covenants run with the land and are intended to promote the development and maintenance of a beautiful, harmonious, private residential community:
- 1.2 These covenants affect and bind the property and the owners of property within the Indianwood subdivisions located in Orion Township, Oakland County, Michigan, more fully described as: (a) Indianwood Shores Subdivision, of Orion Township, Oakland County, Michigan according to the Plat thereof as recorded in Liber 40, Page 36, Oakland County Records; (b) Supervisor's Plat No. 7 of Orion Township, Oakland County, Michigan according to the Plat thereof as recorded in Liber 7, Page 47 of Plats, Oakland County Records; (c) Indianwood Hills Subdivision, of Orion Township, Oakland County, Michigan according to the Plat thereof as recorded in Liber 59 of Plats, Page 30 and 30a, Oakland County Records; and (d) Indianwood Shores No. 3, of Orion Township, Oakland County, Michigan according to the Plat thereof as recorded in Liber 46, Page 10 of Plats, Oakland County Records.

(a) 09-03-177-000-ent 7047
Indianwood Shores Sub

**ARTICLE 2
DEFINITIONS**

(b) 09-04-226-000-ent
Supervisor's Plat No. 7

- 2.1 The "Association" is the Indianwood Improvement Association, Inc. (aka Indianwood Homeowners Association), a Michigan non-profit corporation, its successors and assigns.

(c) 09-03-226-000-ent
Indianwood Hills Sub

(d) 09-04-277-000-ent
Indianwood Shores No. 3

46010

- 2.2 The "Board of Directors" or "Board" is the governing body of the Association.
- 2.3 A "Dwelling" is a building or Structure designed and used exclusively as a private single family residence and not for commercial purposes.
- 2.4 A "Lot" is any numbered parcel of land shown on the recorded plat of the Subdivision or any Dwelling site resulting from the combination of parcels or any Dwelling site resulting from a proper split of any parcel. A Dwelling site will never constitute more than one Lot.
- 2.5 The "Members" of the Association are the Owners of all Lots in the Subdivision.
- 2.6 A "Member in Good Standing" is an Owner of a Lot for which current annual dues and any special assessments adopted by the Association have been paid.
- 2.7 An "Owner" is the record titleholder of any Lot.
- 2.8 A "Structure" is anything constructed or erected and designed for permanent location on the ground. By way of illustration, a Structure includes, but is not limited to, a house, garage, shed, outbuilding, wall, fence, barn, deck, swimming pool, hot tub, porch, pet enclosure, dock, raft, patio, terrace, tennis court, satellite dish, or pump house.
- 2.9 The "Subdivision" includes all the Indianwood subdivisions and any other parcels described in Section 1.2 above.
- 2.10 A "Watercraft" is a vessel that is designed or used to transport or carry persons or property on the water.

ARTICLE 3 ADMINISTRATION

- 3.1 The Association will be responsible for administering these protective covenants, owning, administering and maintaining common areas and facilities and other property owned by the Association, promoting the health, welfare and safety of Members, authorizing dues and assessments to fund

such activities and such other responsibilities as may be set forth in the by-laws of the Association.

- 3.2 The Association will be organized, governed and operated in accordance with its Articles of Incorporation and by-laws, which must be consistent with these protective covenants. If there is a conflict between the Association's Articles of Incorporation and by-laws and these protective covenants, these protective covenants will control.
- 3.3 The Association will be managed by the Board. Any action required of or permitted by the Association will be exercisable by the Board unless explicitly reserved to the Members in these protective covenants or in the by-laws. The Board will be elected by a majority vote of the Members in Good Standing present at an annual or special meeting of Members held in accordance with the by-laws of the Association.
- 3.4 Only Members in Good Standing will have the right to vote at annual or special meetings of the Members. Each Lot will only be entitled to one vote on any matter. If there is more than one Member in Good Standing for a Lot present at a meeting of Members, the vote for that Lot will be voted as determined by agreement between the Owners of the Lot. If the Owners of the Lot cannot agree on the vote, the vote for that Lot may be split into equal portions (one equal portion for each Owner) and each Owner may vote their equal portion. For example, if there are two Owners, each would have one-half of a vote.
- 3.4 The Association will have the right to adopt and amend by-laws to govern the operation of the Association and the Board, as long as the by-laws are not in conflict with these protective covenants.
- 3.5 Each Owner is automatically a Member of the Association and is bound by these protective covenants and the duly adopted by-laws of the Association.

ARTICLE 4 DUES AND ASSESSMENTS

- 4.1 The Association has the authority to adopt, collect and spend annual dues to accomplish the purposes of the Association. Any change in dues must be voted on at the annual meeting of Members or at a special meeting of Members called for that purpose.

- 4.2 The Association may levy a special assessment for the purpose of defraying, in whole or in part, any extraordinary expense. No special assessment may be levied unless first approved by two thirds of the total votes cast, in person or by proxy, at the annual meeting or a special meeting called for that purpose. The Association may spread a special assessment over not more than five equal successive annual payments.
- 4.3 The treasurer will provide a written statement of dues and assessments, if any, to each Member as of the beginning of the fiscal year (January 1) to be paid within ninety (90) days after receipt.

ARTICLE 5 LOT USE

- 5.1 A Lot may be used only for one private, detached, single family residential Dwelling as defined by Orion Township ordinances and must not be used for commercial or other non-single family residential purposes.
- 5.2 Any Lot as originally platted can only be divided one time into two Lots. Division of any Lot must conform to the then applicable Orion Township ordinances. Newly created riparian Lots must have a minimum lake frontage of ninety feet.

ARTICLE 6 CONSTRUCTION

- 6.1 No Structure may be constructed, externally altered or placed on any Lot until the Board has approved the plans and specifications in writing. Plans or blueprints must be submitted in duplicate and must show location of the Structure, well, septic tank and drain field and provide north, south, east and west views and a topographical cross section where appropriate. A decision by the Board is to be rendered within four weeks after submission of plans or blueprints; the Board retains one copy after approval or denial. Approved plans or blueprints are valid for a period of one year. Criteria for approval are detailed in Section 6.2.
- 6.2 The following restrictions apply:

- (a) A one story or story and a half ranch type Dwelling must have a ground floor area of not less than 1600 square feet. A two-story Dwelling must have a minimum of 1800 square feet with not less than 1200 square feet on the ground floor. Square footage will include any permanent enclosed living area but will not include garages, basements, walkouts, open porches, terraces, patios, decks, storage sheds, etc.
- (b) The maximum Lot coverage for all Structures will be 25% of the total Lot area. Impervious surfaces such as concrete, blacktop, asphalt, brick or pavers may cover a maximum of an additional 35% of the Lot. The minimum open space on a Lot must be 40% of the total area.
- (c) Each Dwelling must have only one garage.
- (d) No portion of a Dwelling, including a deck, may be less than:
- (1) 40 feet from the front Lot line
 - (2) 10 feet from each side Lot line
 - (3) 40 feet from the back Lot line, or
 - (4) 40 feet from the closest natural high water mark on a riparian Lot.
- (e) The grade line of a Structure must reasonably conform to the general contour of the existing land and must not unduly interfere with the sight lines of adjacent residences.
- (f) Anything not covered by these covenants must be in accordance with all applicable building and construction codes.

ARTICLE 7 OTHER RESTRICTIONS

- 7.1 The same Owner must own all Structures on any Lot. No Structure or portion of a Structure on a Lot may be sublet, leased or rented to anyone other than the occupant of the Dwelling. Anything less than the entire Dwelling may not be rented, leased, or sublet whether on a daily, weekly or monthly basis or otherwise.

- 7.2 Recreational vehicles, motor homes, truck campers, travel trailers, folding camper trailers, converted vans or buses and other mobile structures or units designed or altered to provide temporary living quarters or for recreation, camping, travel or other use but not for commercial use, motorcycles, dirt bikes, all terrain vehicles, snowmobiles, jet skis, boats and/or boat trailers, utility trailers, unlicensed automobiles or large commercial vehicles may not be stored on any Lot unless completely enclosed within a garage or otherwise hidden from view so as to minimize impact on surrounding Lots. Permission may be granted by the Board for temporary storage of such vehicles for a maximum of thirty days. A riparian Owner may store boats within thirty feet of the shoreline.
- 7.3 Motorboats, snowmobiles or jet skis are not permitted on Indianwood Lake. Watercraft of any type must not be powered by an internal combustion engine and must not be powered by device(s) generating more than a total of 150 pounds of combined thrust per Watercraft. Pontoon boats must not exceed twenty feet in length.
- 7.4 The Association may maintain one outboard motor boat for the purpose of overseeing lake maintenance only. Lake maintenance equipment used by the Association is not subject to the above restrictions.
- 7.5 A riparian Owner may have a single dock not exceeding 150 square feet that may extend no more than twenty feet beyond the natural high watermark and/or a raft not exceeding 120 square feet and anchored not more than forty feet from the shoreline. Both must be securely anchored and properly maintained. Boathouses and boatlifts are prohibited.
- 7.6 Feeding of waterfowl and personal use of chemicals are prohibited. Any lake bottom or shoreline alterations must conform to the regulations of the Michigan Department of Environmental Quality (or other applicable governmental agency).
- 7.7 Mechanical equipment for a swimming pool, hot tub, air-conditioner, watering system, etc. should be concealed from view so as to minimize impact on neighbors.
- 7.8 Landscaping must be completed within nine months after completion of construction, alteration or placement of any Structure on a Lot.

- 7.9 Fencing, other than pool safety fencing, must be on the Lot line, must be no higher than four feet, and must be made of wood, wrought iron, or other decorative material. No chain-link fences are permitted except around swimming pools. No fence is permitted on the lakeside Lot lines or along the shore on a riparian Lot.
- 7.10 No commercial sign, except a standard "For Sale" sign, may be erected on any Lot. Any such sign must be kept clean and in good repair. Personal items including automobiles must not be placed on the roadside for sale.
- 7.11 A garage sale may be held no more than two weekends per year. A sign advertising the sale may be erected no more than two days before the sale and must be removed immediately thereafter.
- 7.12 Raising, keeping or maintaining of wild animals or farm animals other than horses is prohibited. Dogs, cats and other domestic animals commonly deemed to be household pets may be kept or maintained on the premises as long as such keeping or maintaining does not constitute a neighborhood nuisance.
- 7.13 Trash, garbage, yard waste and other waste must be kept in covered sanitary containers properly concealed from public view. Trash containers and recycling bins must not be placed at roadside more than 24 hours before scheduled trash pick-up or remain at roadside more than 24 hours after pick-up.

ARTICLE 8 LAKE ACCESS

- 8.1 Indianwood Lake is a private lake. Access to the lake is limited to Members, their families and guests.
- 8.2 Members, their families and guests may access Indianwood Lake at Garlick Point. Non-riparian Owners may launch permitted Watercraft on the lake at Garlick Point, but the Watercraft must be removed from Garlick Point at the end of the day. No motor vehicles are allowed beyond the Garlick Point parking lot. The Board may enact regulations governing the use of Garlick Point.

- 8.3 The lake maintenance site on Cayuga Road is to be used for lake maintenance only.

ARTICLE 9 ENFORCEMENT

- 9.1 The Association or any Owner may enforce, by any legal process, the provisions of this document, the by-laws, and any adopted rules and regulations. Failure to enforce any provision will not be deemed a waiver of the right to enforce such provision in the future.
- 9.2 Invalidation of any one provision of this document by court order will not affect any other provision.

ARTICLE 10 AMENDMENT

- 10.1 These covenants will continue in force indefinitely. They may be amended if the amendment is approved by: (a) the written consent of a majority of the Lots; or (b) a vote of two-thirds of the Members in Good Standing present in person or by proxy at an annual or special meeting of the Association, but only if the Members in Good Standing voting at the meeting in person or by proxy represent at least 25% of Lots.
- 10.2 If an amendment is approved as described in this Article, then the Board or an officer approved by the Board will cause the amended covenants to be recorded in the office of the Register of Deeds for the County of Oakland, Michigan.