

Meadowbrook Park CT-21544
Property Restrictions

DEED LIBER _____ Page _____

GRANTOR: B.W.F.B., Inc, a Michigan Corporation

TO: The Public

1. The property to be covered by these restrictions is all lots comprising Meadowbrook Park, as shown on the plat or plats recorded in Plat Book 70, Pages 26-28. The Grantor reserves the right to create more than one subdivision to be known under the same name or caption, in which event, the additional lands shall be contiguous to part of this subdivision and the lots shall be numbered consecutively beginning with number 2. Each successive subdivision shall be subject to the terms, provisions and restrictions as set forth herein.
2. In the event a structure is to be rebuilt, construction must be by a contractor licensed in Michigan. No single family detached dwelling shall be erected, placed on or constructed on any of the lots in the plat, unless, if a one story structure, it has at least 1,500 square feet of floor area; if a one and one-half story structure shall have no less than a total of 1,600 square feet in floor area; a two story structure or split level of more than two levels shall have no less than 1,800 square feet of floor area. Except that for duplex dwellings the total square footage shall be not less than 2,400 square feet of floor area and the minimum square footage for one side of a duplex shall not be less than 1,000 square feet. All areas provided in this paragraph exclude the basement and garage.
3. No fence may be maintained on any lot except as follows:
 - a. No fence may be constructed until approval is given by the Architectural Control Committee.
 - b. Rear yard fences, if approved by the Architectural Control Committee, may be constructed and maintained by may not extend forward of the rear of the dwelling unit.
 - c. Pool fences may be constructed and maintained subject to these restrictions and any applicable governmental rules.
4. All buildings in the subdivision shall be constructed of brick, brick veneer, stone, shakes, aluminum or vinyl siding, or any new proved materials, or a combination thereof, which for construction purposes has been proven equal in durability and quality to the materials named above and which is approved by the Architectural Control Committee prior to use. The front of all buildings will be constructed of at least seventy-five (75%) percent brick unless otherwise approved of by the Architectural Control Committee.
5. All buildings shall be setback at least twenty-five (25) feet from the front line and at least ten (10) feet from the side lot lines with a minimum of twenty (20) feet between buildings; open porches may not exceed more than six (6) feet from the foundation of the building. No building shall be located on any lot nearer than thirty-five (35) feet to be the front lot line or nearer than twenty (20) feet to any side street line. No building shall be located on any lot nearer than thirty (30) feet to the rear lot line.
6. All garages must be attached directly to the building. No garage shall be connected by a breezeway except by written consent of the Architectural Control Committee.
7. No trailer, basement, tent, shack, garage, barn or other building shall be used at any time as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.
8. No animals, livestock or poultry shall be raised, bred or kept on any lot, except that dogs, cats, and other types of common domestic household pets may be kept provided they are not kept, bred or maintained for commercial purposes. Household pets shall have such care as not to be objectionable or offensive on account of noise, odor or unsanitary conditions. All household pets or animals shall be kept on a leash or within the structure of the fence. Animals declared nuisances must be disposed of within thirty (30) days if requested in writing by the Grantor or its authorized representatives. At no time shall any horses be kept on the land. No animal shall be permitted to run loose at any time while outside a dwelling unit and any animal shall at all times be attended by some responsible person while outside a dwelling unit. No savage or dangerous animal may be kept in the subdivision.
9. (A) Per Flushing Township Ordinance all automobiles, trucks, and all other vehicles must be parked on concrete or asphalt pavement, including driveways, garages, or the street, but may never be parked on lawns, gardens, or grassy

- areas. (B) No large commercial vehicles (FHWA Class 3 and up-- including but not limited to dump truck, semi, etc.) owned or used by an owner or the family or guest of an owner shall be parked on the streets nor on the premises for a period of longer than TWELVE (12) hours. (C) No trailers, mobile home vehicles, motor home, boats or other recreational vehicles parked on the premises for a period longer than forty-eight (48) hours unless parked in a garage.
10. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to the topography and finish grade evaluation. Plans must be submitted from a licensed architect or contractor licensed in Michigan to the Architectural Control Committee approves the submitted plans as consistent with the quality of workmanship and materials and finds that the submitted design is consistent and harmonious with the external design and placement of existing structures. All plans must be approved by the Architectural Control Committee prior to the beginning of construction. Changes that the Architectural Control Committee will accept via our Google form:
 - A. Solar panels can be installed only on the back side of home; follow all flushing township ordinances. Panels must be tempered, non-reflective surfaces and not project more than 2 feet above highest point of roof. No ground-mounted solar energy collectors will be allowed. No solar energy collectors will be on sheds/outbuildings. Solar energy collectors shall be installed by a licensed electrician, maintained, and used only in accordance with the manufacturer's directions. Building inspector approval is required. No solar energy collectors will be within 10 ft of centerpoint of attached duplex home roof.
 - B. Sheds can be 10x12
 - C. Metal roofing will be allowed that is architecturally shaped like asphalt shingles and stone coated like asphalt shingles.
 11. No existing building previously used as a residence or garage may be moved onto a lot.
 12. All lot owners are required to have landscaping and lawns completed within three (3) months after occupancy. This time period shall be reasonably extended to compensate for adverse weather conditions.
 13. All buildings shall be completed entirely, as considered to be livable by the township building inspectors, before occupancy.
 14. No storage tank shall be permitted on any lot or lots.
 15. All power lines, telephone lines, television lines, cable lines, et., from source to house shall be placed underground. There shall be no lines or drains of any nature whatsoever above ground.
 16. Nothing shall be done on any lot which may be or which might become an annoyance or nuisance to the neighborhood. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or might become an annoyance or nuisance including but not limited to visual, odors, noises, etc.
 17. An owner may lease owner's home, provided however that, no owner shall lease less than owner's entire home and no tenant shall be permitted to occupy such home except under written lease, the initial term of which is at least one year, unless specifically approved in writing by the Association the copy of the signed written lease must be submitted within 14 days to the HOA Board. No home or part of a home can be used for short-term (SUCH AS AIR BnB, ETC.).
 18. No weeds, underbrush or other unsightly growth shall be permitted to form or remain on any lot. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain on any lot.
 19. No lot shall be used as a dumping ground for rubbish or garbage.
 20. All buildings shall have a concrete or asphalt driveway from the garage entrance to the street curb.
 21. No owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of owner's family, of any firearms, air rifles, pellet guns, B-B guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere on or about the subdivision.
 22. Special occasion signs (such as student, graduate, birthday, school sport team) can be up for no longer than 30 days. No signs or other advertising devices shall be displayed upon any lot, except for signs designating the lot "For Sale",

which sign shall not exceed three (3) feet in height. No political signs or those of a political nature will be allowed under any circumstances.

23. No buildings, (including, without limitation, all garages and storage sheds), fences, walls or other structures shall be commenced, erected or maintained upon the lot, nor shall any exterior addition to, change (including changes in exterior paint or stain color or roof color) or alteration to any home or other structure or improvement now or hereafter located within the lot be made, until plans and specifications showing the nature, kind, shape, height, materials, color and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. Further, no aerials, lights, antennas, satellite dishes greater than 24" or other such items may be placed, erected or stored upon the lot without the prior approval of the Architectural Control Committee. If no response is given within 15 days, a follow-up email is needed to ensure your request was received. In the event the Architectural Control Committee, fails to approve or disapprove such design and location with thirty (30) business days after the required plans and specifications have been submitted to it, express approval will not be required and compliance with this paragraph will be deemed to have been fully effected.
 - a. In addition to the approval requirement set forth above, each owner must obtain a building permit, if required by the Township of Flushing, prior to construction of any improvements. In order for such permit to be issued, all building plans must comply with requirements of all applicable local ordinance and regulations. The Township may deny issuance of a building permit if the proposed improvement conflicts with the local zoning ordinance or other pertinent law.
24. In accordance with the recorded plat and the easements therein recorded, and in accordance with the Genesee County Drain Commission rules and regulations pertaining to the above referenced easements:
 - a. No filling or grading in the seventy (70) foot Genesee County drainage ditch that borders the rear of lots 6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23, and 24.
 - b. No lot or any part thereof may be used for any dumping, including but not limited to yard waste, construction materials, and/or other wastes.
 - c. No dumping of any type, by any party, shall take place in the Genesee County drainage ditch.
25. 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 (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. These covenants shall not be amended, during the first twenty-five (25) years, unless said amendment is reduced to writing and signed by all owners of the lots covered by these amendments and said instrument has been recorded. Following the lapse of the first twenty-five (25) years, these covenants shall not be amended unless said amendment is reduced to writing and signed by a majority of the owners of the lots covered by these covenants and said instrument has been recorded and will be automatically extended for successive periods of ten (10) years. In the future, if any township, state, or federal law changes that require our association bylaws to be changed, the association Board of Directors can make the needed changes to the bylaws and submit to all homeowners within 30 days of the required changes without the required vote of all homeowners.
26. Any and all rights, powers, titles, easements and estates hereby reserved or given to Grantor, including the right and power to approve and disapprove any use, act or proposed action, or any other matter or thing, may be assigned by it to any corporation or to any association or group composed of the owners of the property in said subdivision. Any such assignment or transfer shall be made by appropriate instrument, in writing, in which the assignee or transferee shall join for the purpose of evidencing its or their consent to the acceptance of such powers and rights. Such assignee and transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as herein given and reserved to and assumed by Grantor in connection with rights, powers and easements so assigned. Such instrument, when executed by such assignee or transferee, shall without further act release said Grantor from the obligations and duties in connection therewith.
27. The failure of Grantor or the other entity to which it may have assigned or transferred its rights and powers hereunder, to enforce any of the terms, provisions, covenants and restrictions of this Declaration of Restrictions, shall not

constitute a waiver by Grantor, or its aforesaid assignee, of such terms, provisions or covenants and restrictions, and shall not affect or impair the right of Grantor and/or its aforesaid at any time thereafter to enforce same.

28. 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 said violation or recover damages or both.
29. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the provisions which shall remain in full force and effect.
30. Lots 19 through 29 shall be used for the construction of buildings containing two separate residential units. These buildings shall and are commonly referred to as duplexes or townhouses. The construction of the buildings on these lots shall be done in accordance with the provisions of these restrictions and the restrictions to such buildings as may be set forth from time to time in the applicable building and zoning laws. The individual residence shall be contained within a common structure and attached together having common wall spaces. Homeowners of these lots are responsible for the repair and maintenance of their individual duplex or townhouse.
31. An association of co-owners, a non-profit Michigan Corporation known as Meadowbrook Park Homeowners Association, Inc. (Association") shall be formed. All co-owners must be members. A co-owner is the owner of a lot in Meadowbrook Park or any of its succeeding phases. If a person owns more than one lot he or she shall be assessed per lot except that lots which are combined so that they constitute one building site shall be assessed as one lot. (This is intended to protect persons who use a lot as yard only when adjacent to a lot upon which they have built.) With regards to duplexes, if the individual sides or a duplex are owned by different persons or entities then each person or entity shall be a member of the Association. Any action required of or permitted to the Association may be carried out by its Board of Directors unless it is specifically reserved to the members by the corporate documents or Michigan law. Each owner shall be entitled to one (1) vote for each lot owned. The business, property and affairs of the Association shall be managed and administered by a Board of Directors to be elected in the manner stated in the bylaws. The Directors designated in the Articles of Incorporation shall serve until their successors have been elected and qualified at the initial meeting of members. The powers of the Board shall include but are not limited to:
 - a. Maintaining any common elements owned by the Association, such as entrance way signage, monuments, etc.;
 - b. Developing an annual budget and determining, assessing and collecting amounts required for the operation and other affairs of the Association;
 - c. Employing and dismissing personnel as necessary for the efficient management and operation of the Association;
 - d. Opening bank accounts;
 - e. Obtaining insurance for common elements;
 - f. Making repairs, additions, improvements and alterations to common elements, if any;
 - g. Asserting, defending or settling claims on behalf of the Association in connection with the common elements, if any;
 - h. Representing the interests of the homeowners at any governmental meeting, private or public;
 - i. Maintaining records of the expenditures and receipts of the Association;
 - j. Exercising the responsibility of the Architectural Control Committee, either directly or by delegating the responsibility to a separate committee.
 - k. Maintain entrance way, if any.

From time to time and at least annually, the Association Board shall adopt a budget and shall allocate and assess each co-owner. The budget shall include all expenses the Board deems proper to operate and maintain the Association and the property under its control and may include amounts to be set aside for working capital, for an operating reserve and for a reserve to replace any deficit in the expenses of the Association for any prior year. The Board shall advise each co-owner in writing of the amount of the charge payable by the co-owner and shall, upon request and at the annual meeting; furnish copies of each budget on which the co-owners charge is based.

Each co-owner shall be obligated to pay all assessments levied against the co-owner. No co-owner may be exempted from liability. If any co-owner defaults in paying the assessed charges the Board may impose reasonable fines or charge interest at the legal rate of assessment from the date the payment was due. Unpaid assessments shall

constitute a lien on the real property owned by the co-owner. The Association may enforce the collection of a lien or any amount due by a suit at law for a money judgement or by foreclosure of the lien or liens securing payment. All expenses incurred in collection, including interest, costs, actual attorney fees and any advances for taxes or other liens paid by the Association to protect its lien shall be chargeable to the co-owner and default. Assessment shall not exceed \$100.00 per year unless increased by a vote of the membership at an annual or special meeting.

On sale or conveyance of any lot or duplex unit all unpaid assessments against the lot or duplex unit shall be paid out of the sales prices by the purchases in preference over any assessments or charges.

32. Only builders with a current residential builder's license from the State of Michigan may construct homes on the real property subject to these restrictions.

Updated on January 7, 2026 after a 60 day window of voting. Of the 105 property owners, 67 properties voted. Of the 105 potential votes there were 61 yes votes (58%) and 6 no votes. Because the original 25 years of Restrictive Deeds had passed, only a simple majority was needed to approve. Ballots will be kept with the HOA Secretary for the required amount of time.

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IN WITNESS WHEREOF, Grantor has executed this document entitled "Property Restrictions" on this 25th day of October 1995.

IN THE PRESENCE OF: _____ **GRANTOR:** _____

STATE OF MICHIGAN SS COUNTY OF GENESEE

The foregoing instrument was acknowledged before me this 25th day of October, 1995, by Robert Jakeway, President and Gary J. Piggott, Secretary, on behalf of B.W.F.B, Inc., a Michigan Corporation.

DRAFTED BY AND WHEN RECORDED RETURN TO:
ATTORNEY GARY J. PIGGOTT
G-4030 CORUNNA RD., FLINT, MI 48532