



Condensed Covenants of Fox Run Green HOA

Introduction

Aside from West Bloomfield Township statutes, residents of Fox Run Green subdivision must also adhere to a number of covenants, conditions and restrictions as registered with Oakland County by Pulte Homes of Michigan on March 3, 1977. The following is a condensed version of those covenants. Any questions regarding them should be directed at the Fox Run Green Homeowners Association Board of Directors, by email at the address listed on www.foxrungleen.com, by phone (see board of directors) or by attending one of Board meetings or Annual Member meeting.

General Restrictions

The following restrictions are hereby placed on all Lots in Fox Run Green.

a-Antennae. NO exterior antennae shall be erected or maintained on any lot or improvement in Fox Run Green except that each lot owner shall be entitled to erect one television antennae on the exterior of his residence for the sole use of the lot owner and his family.

b-Insurance rates. Nothing shall be done or kept in Fox Run Green which will increase the rate of insurance on any Association property without the approval of the Board.

c-Lot divisions. No lot may be divided provided however, that the declarant may approve the division of a vacant lot where a portion of said vacant lot is to be combined with the adjoining lot and which thereafter shall be considered to be a part of said adjoining lot for all purposes including voting rights.

d-Signs. No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee, except such signs as may be used in connection with the development of Fox Run Green and sale of residences and lots. An "for sale" or "for lease" signs not more than three feet by two feet, plain white with black block letters shall not require committee approval.

e-Animals. No animals of any kind shall be raised, bred or kept, except that a reasonable number of dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. A "reasonable number" as used in this Section shall ordinarily mean no more than two pets per household, provided, however that the Association or Architectural Committee or such other person or entity as the Association may from time to time designate that a reasonable number in any instance may be more or less.

f-Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property Fox Run Green and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No noise or other such nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants.



g-Exterior maintenance and repair. No improvement upon any property within Fox Run Green shall be permitted to fall into disrepair. All other maintenance, repair and upkeep shall be the responsibility of the Owner.

h-Appearance of lot. No garbage or trash containers may be placed in the front of the property for more than a 24-hour period. No wash poles or lines or clothing shall be permitted in front or side yard area. The premises shall be kept free of unsightly weeds and trash at all times and grass shall not be permitted to exceed six (6) inches in length.

i-Utilities. All utilities including electric, telephone and television cable lines shall be underground.

j-Site maintenance. The area between the right of way line of the street and edge of the curb including the sidewalks, shall be maintained by the abutting property owner. Except along the Mile roads and then this area shall be maintained by the Association.

k-Violation of Fox Run Green rules. If any owner, his family, or any licensee, lessee or invitee violates the Fox Run Green rules the Board may suspend the right of such person to use the Association properties, under such conditions as the Board may specify for a period not to exceed 30 days for each violation. Before invoking any suspension the Board shall give such person notice and hearing. In the event any owner of any lot shall violate any Fox Run Green rule or regulation which shall result in damage to any part of the common area or improvement thereon, the Board of Directors shall have the right after notice and hearing and the extent allowed by the laws of the State of Michigan to assess the cost of repair of such damages against the lot of the owner or owners responsible for such damage. Such assessment shall be added to and become a part of the assessment to which such lot is subject.

Other General Restrictions

No interference with drainage,

No residence shall be used for any other purpose than single-family residential purposes,

No house trailer, camping trailer, hauling trailer, running gear or boat or accessories, truck or pickup or van or camper van shall be parked, stored, repaired or maintained on any lot except within a private garage.

Architectural Control

Board Review. No building or other structure including swimming pools shall be commenced, erected or maintained, nor shall any addition to or change or alteration to any structure be made except interior alterations until the plan and specifications prepared by a competent architect showing the nature, kind, shape, height, materials, color scheme, location on lots and approximate cost of such structure and the grading plan of the lot to be built upon shall have been submitted to and approved in writing by the Association.

Enclosures. No fence, garden wall, patio screen, dog run, pool enclosure or other similar devices and/or structures shall be permitted until the plans and specification thereof shall prior to start of construction, first have been submitted in writing to the Association and approved by the Association.



Dog Runs. A dog run may be approved subject to all the above provided that said dog run is attached to the rear of the main structure, does not extend beyond the side yard building lines of the main structure, and does not exceed 54 inches in height.

Swimming Pools. Swimming pools are considered structures as defined under the above. Only “in ground” pools will be approved by the subdivision. Nonportable, above ground swimming pools will not be permitted. “Above ground” pool is defined as being a swimming pool which projects 18-inches or more above grade on any side.

Membership and Voting Rights

Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Maintenance Assessments

The Declarant for each lot owned within the properties, hereby Covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: annual assessments or charges, special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, the annual and special assessments, together with interest, costs, and reasonable attorney’s fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney’s fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Special Assessments

In addition to the annual assessments authorized above the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.