

DECLARATION OF RESTRICTIONS  
SOUTHPOINTE SQUARE PLATS 1, 2, 3 & 4  
Monroe Charter Township  
Monroe County, Michigan  
2019

# SOUTHPOINTE DEED RESTRICTIONS

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## DEFINITIONS

As used in this Declaration of Restrictions, the following shall have the meanings designated;

1. “Properties” or “Building Lot” as defined plot plan registered with the State of Michigan and/or built home.
2. “Homeowners Association” means the Michigan non-profit corporation known as “Southpointe Homeowners Association” (SPTHOA) which is a membership corporation of home owners in the Southpointe Square sub-division.
3. “Architectural Control Committee” means the committee of the SPTHOA established by the Bylaws of the SPTHOA to implement and approve the architectural control provisions under Article III of these provisions.
4. “Architectural Prints” means:
  - a. A detailed architectural drawing of the exterior design, including roof pitch of dwelling and location, size, design and number of garage doors, decks, porches, patios, breezeways, driveways and any buildings to be detached from the residence;
  - b. Complete building design;
  - c. Complete specifications covering the type and quality of interior and exterior (including foundations) materials; and
  - d. A plot plan showing the first floor elevation of all buildings and appurtenances relative to the Lot lines.
5. “Common Property” means any retention basins within the Properties, private parks, and any other property hereafter designated by the SPTHOA to be Common Property.
6. “Cost of Maintenance” all costs associated with maintaining of Common Property, including but not limited to, costs of insurance, taxes, upkeep and repair.
7. “Clean-up and repair Costs” means: (This applies to builders and/or property owners.)
  - a. All costs necessary to repair or replace cracked or broken curbs, cracked or broken asphalt and damage to lands adjacent to the Lot on which the construction is being undertaken;
  - b. All costs necessary to clean construction mud from the streets within the sub-division;
  - c. All costs necessary to clean other lands within the sub-division on which cement or other construction materials or debris have been improperly discarded; and
  - d. Any and all costs associated with construction activity which violates these Restrictions.

## DEFINITIONS Cont.

8. "Fund" means a bank account established by SPTHOA to which monies will be deposited to pay for costs of maintenance and improvement of Common Property, and any requirements of the State of Michigan.
9. "Lot" means any platted Lot included in the Subdivision.

# POLICY STATEMENT AND DECLARATION

Because of the desire of the the SPTHOA to maintain the Properties in an aesthetically pleasing manner for protection of all Property Owners, the SPTHOA has intentionally reserved in this Declaration of Restrictions broad power to direct and control the use of Properties, including the power to freely amend the Restrictions. It is the intention of the SPTHOA that any ambiguity about the extent of the SPTHOA authority in this regard be construed and resolved in favor of the SPTHOA, and each Property Owner, in purchasing a Property, Hereby contractually agrees to such principle.

The SPTHOA hereby declares that all of the property in the Southpointe Square Sub-Division shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right , title or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall insure to the benefit of each owner thereof.

## ARTICLE I

### Administration of Restrictions

The SPTHOA reserves the right to retain administration of any portion of these Restrictions indefinitely.

## ARTICLE II

### Variances, Determination and Approvals

The SPTHOA shall have the right to grant a variance from any of these Restrictions to the owner of any lot if, in the sole discretion of the SPTHOA, such variance would not substantially impair the intent of these Restrictions or the prosperity of the Properties, or rights of others then owning land within the Properties.

All determinations, approvals and variances shall be in writing and shall be procured prior to any act being undertaken which requires such determination, approvals or variances, or which would violate these Restrictions unless a variance is obtained.

The granting of any variance or approval, or the making of any determination shall not be construed as a precedent binding the SPTHOA or the Architectural Control Committee to any other similar or identical variance, approval or determination, and no action or inaction of the SPTHOA or the Architectural Control Committee shall be deemed a waiver of any of their rights hereunder.

## ARTOCLE III

### Architectural Control

A building may be erected, located or altered upon any Property only after the Architectural Prints have been approved by the SPTHOA.

The Architectural Prints shall be submitted to the SPTHOA, who shall have thirty (30) days following submission to either approve or reject them. If the SPTHOA does not approve or reject prints within the thirty (30) day period, they shall be deemed approved. If the SPTHOA rejects all or any portion of the Architectural Prints, the owner shall resubmit them or portions of them the SPTHOA shall have thirty (30) days after resubmission to accept or reject, If the SPTHOA does not respond within this thirty (30) day period the Architectural Prints shall be deemed accepted.

The extent of discretion reserved to the SPTHOA in approving or rejecting Architectural Prints is broad and will cover not only matters treated elsewhere in these Restrictions, but other matters deemed by the SPTHOA to be appropriate from time to time, including considerations that are aesthetic and subjective, to assure a proper mix, coordination and blending of house design, exterior materials and placements of houses on Lots, and to maintain height and view control.

No residence may be constructed which is brought to the Lot in a substantially assembled condition, including but not limited to mobile homes, modular homes, pre-fabricated homes, manufactured housing, panelized construction, or relocating a home.

## ARTICLE IV

### Landscape Control

As part of construction of a dwelling on any Lot, the front, rear, and side yards of the Lot shall be sodded, hydro-seeded, or conventionally seeded and, not completed by occupancy certification of the dwelling, shall be completed within two (2) months thereafter. For the purpose of the preceding sentence, the months of December, January, February and March shall be excluded from the calculation of the two (2) month period. All dwellings and lots shall be maintained to the current State of Michigan Property Maintenance Code in effect and Monroe Charter Township Zoning Ordinance 52-2010.

## ARTICLE V

### Occupancy

Before a house constructed on any Lot is occupied, the owner thereof shall file with the SPTHOA an accurate “as built” survey and shall advise the SPTHOA that the house is ready for final inspection so that the SPTHOA may ascertain whether the house and appurtenances have been built according to the Architectural Plans as approved by the SPTHOA and to ensure that they do not violate these Restrictions in any way. Should the SPTHOA not inspect the premises within fourteen (14) days after the owner has advised the SPTHOA in writing that the premises are ready for final inspection, the inspection shall be deemed to have been waived. A



house may be occupied only after any significant variation between the Architectural Prints as approved and the house and appurtenances as built have been corrected, or an agreement on the part of the SPTHOA to any Lot owner.

The approval procedures established in this article shall apply to an addition to an existing dwelling. Regardless of whether any inspections are made, this article shall not be construed to create any liability whatever on the part of the SPTHOA to any Lot owner.

## ARTICLE VI

### Type of Use

Except as hereinafter provided, only detached single family residential buildings and used as such shall be built on the Properties.

## ARTICLE VII

### Frontage

The minimum frontage of any Lot, or portion of Lot, or combination of Lots or portions of Lots for building purposes shall meet or exceed Monroe Charter Township Zoning Ordinances.

## ARTICLE VIII

### Minimum Lot Area

The minimum square footage of any Lot, or portion of Lot, or combination of Lots or portions of Lots for building purposes shall meet the minimum square footage requirements prescribed by Monroe Charter Township Zoning Ordinances.

## ARTICLE IX

### Building Size

Houses shall have a minimum square footage of finished floor space above street grade, excluding breezeways, porches and garages as follows:

- 1- story dwellings: 1,300 square feet
- 1 ½- story dwellings: at least 900 square feet on first floor with a minimum total square footage of 1,500 square feet.
- 2- Story dwellings: 1,600 square feet.

“Lot Coverage”, shall be in accordance with Monroe Charter Township Zoning Ordinances.

The SPTHOA reserves the right to permit lower minimum requirements or to impose higher minimum requirements on any Lot, not to exceed, however, a fifteen (15%) percent variance from the minimum stated in Article II. The reduced minimum requirements shall not be less than that required by Monroe Charter Township Zoning Ordinances.

## ARTICLE X

### Building Setback

The minimum setbacks of houses ( including garages, porches, decks, patios, greenhouses, eaves, bays and chimneys from the front, side and rear Lot lines shall be those established by Monroe Charter Township.

The SPTHOA reserves the right to reduce the minimum requirements or to impose higher minimum requirements on any Lot. The reduced minimum requirements shall not be less than that required by Monroe Charter Township Zoning Ordinances.

## ARTICLE XI

### Building Heights

The SPTHOA shall determine individual maximum height restrictions on houses built on each Lot because of the need and desirability to limit and control the height of dwellings. In absence of determination to the contrary, no house shall exceed two (2) stories in height, and no portion of any building, other than the chimney, shall exceed twenty-five (25) feet in height, in accordance with Monroe Charter Township Zoning Ordinances.

## ARTICLE XII

### Exterior Walls

Dwellings shall have exterior sidewalls and the entire exposed foundation consisting of a blend of brick, wood, vinyl approved masonry construction and/or other approved material approved by the SPTHOA Architectural Committee. Exposed foundations may also consist of poured concrete. At least fifty (50%) percent of the front exterior wall must be covered with brick or other material approved by the SPTHOA Architectural Committee. House address numbers shall be of masonry material set in front section of brick.

## ARTICLE XIII

### Garage and Carports

Each house shall have an attached or built-in garage containing a minimum of four-hundred (400) square feet of floor area sufficient to house two (2) vehicles. Detached garage(s) and carport(s) of any type are not permitted.

## ARTICLE XIV

### Driveways and Sidewalks

The location of all driveways shall be approved by the SPTHOA and shall be located no closer than three (3) feet from the side Lot lines unless a variance is granted by the SPTHOA subject to applicable regulations of Monroe Charter Township. All driveways shall be constructed of concrete. Colored, tinted, painted, sculptured, patterned or textured concrete shall be installed only after prior the SPTHOA approval. Sidewalks shall be constructed and maintained by each Lot owner in accordance with applicable regulations of Monroe Charter Township.

## ARTICLE XV

### Outbuildings and Outdoor Recreational Equipment

Sheds, greenhouses, gazebos and/or outbuildings or structures of any type detached from a building, and/or children's play equipment are permitted; however, they must be approved by the SPTHOA as to size, design, materials and location prior to construction or placement on any Lot within the Properties the SPTHOA reserves the right to prohibit any of the same if, in the opinion of the SPTHOA; it would constitute a nuisance to owners of other Lots within the Development.

## Article XVI

### Decks, Fences and Ornamental Items

Decks, hedges, walls, fences and/or ornamental construction or monuments (for example, bird baths, plastic flamingos, sculptures, flag poles and the like) are permitted, but must comply with Monroe Charter Township Zoning Ordinances; however, they must be approved by the SPTHOA as to height, location, material and design prior to construction or placement on any Lot. In addition, no fences shall be placed in the front yard on any Lot. Chain link fences are not permitted.

## ARTICLE XVII

### Swimming Pools and Tennis Courts

In-ground and above-ground swimming pool(s) and hot tubs are permitted, but shall not be constructed on any Lot within the Properties until plans have been approved by-the SPTHOA. The plans shall include size, design, location, fencing (or other enclose) and lighting. Approval or rejection of plans shall be governed by the procedure approval or rejection of Architectural Prints under Article III. In no event shall swimming pools or hot tubs be located within fifteen (15) feet of any adjoining Lot unless a variance is granted by the SPTHOA, subject to the regulations of the Monroe Charter Township, nor shall any such facility be used in a manner to constitute a nuisance to owners of Lots within the Development. Additionally, all swimming pools and hot tubs shall be completely screened with approved landscaping or fencing. On account of view considerations, tennis

courts shall be permitted only by consent of the SPTHOA, and any consent shall be subject to regulations of Monroe Charter Township.

## ARTICLE XVIII

### External Energy Systems

Solar collector(s) or any other device or equipment either on the exterior of a dwelling or detached therefrom and designed for the production of energy for heating or cooling or for any other purpose shall be permitted only after approval by the SPTHOA.

No solar equipment shall be installed on front or side facing roofs.

## ARTICLE XIX

### Outdoor Lighting

Street lights have been installed by Monroe Charter Township and the periodic service charges rendered by the municipality, through taxation or assessment for such lighting, shall be borne by the individual Property owners. The Property owners hereby approve the establishment of any necessary or appropriate street light district with regard to the foregoing.

## ARTICLE XX

### Subdivision of Plotted Lot

Lots shall be subdivided only with the prior written approval of the SPTHOA and in compliance with 560.263 of Act 288, P.A. 1967 and subject to the regulations of Monroe Charter Township and its amendments.

## ARTICLE XXI

### Damaged, Incomplete or Destroyed Buildings

Any building or other structure on any Lot which may be damaged or destroyed by fire, windstorm or from any other cause shall be repaired, rebuilt or torn down and all debris removed and the Lot restored to a sightly condition within one-hundred-eighty (180) days. The SPTHOA may enter on any premises where an excavation, foundation or incomplete building or other structure has been left without substantial and continuing building progress for more than three (3) months and cause such excavation or foundation to be filled or removed, or such uncompleted building or other structure to be demolished at owners' expense.

## ARTICLE XXII

### Appearance of LOTS and Buildings

The owners of all occupied Lots shall keep their premises landscaped and maintain their structures in good repair, consistent with the high standards of the Development. Prior to and during construction of a structure on any Lot, the owner of the Lot shall keep and maintain the Lot in a slightly condition consistent with the high standards of the Development, causing weeds and other growth to be cut. Should any Lot owner fail to meet this standard the SPTHOA shall have the right to enter onto the property of any Lot owner, after seven (7) days' written notice, to provide such maintenance, and any cost for providing the same shall be billed to such Lot owner who shall be obligated to pay the same. Any amounts due the SPTHOA hereunder and unpaid shall be a lien on the Owner's Lot and enforced in the manner provided in Article XXXII

## ARTICLE XXIII

### Grading, Excavating and Construction

The rough grading of each Lot will have been established by the SPTHOA by the time of the initial sale of the Lots. Finished grading may be altered substantially therefrom only with the prior approval of the SPTHOA, Monroe Charter Township, and Monroe County Drain Commissioner. Once final grade has been established, modifications therefrom shall be made only with the prior approval of the SPTHOA. Any earth removed in grading or excavating shall, at the sole cost of the Lot owner, be deposited at a location designed by the SPTHOA. Each Lot owner is responsible for insuring that all dirt from the owner's Lot which through erosion or construction activity is deposited on the streets in the Development is cleaned on an ongoing basis. Placement of any dirt shall be made so as not to interfere with the approved drainage system. Should the Lot owner fail to meet this standard, the SPTHOA may clean the streets at the Property owner's expense.

There shall be no earth ramps built within the public streets in the Development as a means of moving vehicles, machinery or equipment from the streets onto any Lot. This restriction is imposed because the earth ramps result in unreasonable and unnecessary accumulations of dirt and debris in the gutters and catch basins in the streets and because the earth ramps cause cracking of the curbs.

The Owner of the Lot shall be responsible for Clean-up and Repair Costs relative to construction activity by the Lot Owner, and the Owner's contractor and subcontractors. If the Lot Owner fails to conduct Clean-up and repair in a timely manner, the SPTHOA may, but is not required to, conduct such Clean-up and Repair upon seven (7) days' prior notice to the Lot Owner. If the SPTHOA conducts such Clean-up and Repair, all costs so incurred shall be payable immediately by the Lot Owner to the SPTHOA. Any amounts due the SPTHOA hereunder and unpaid shall be a lien on the Owner's Lot and enforced in the manner provided in Article XXXII.

## ARTICLE XXIV

### Nuisances

The following shall be considered nuisances and shall not be permitted within the Development:

- 1 The keeping of wildlife, livestock or poultry.
- 2 The keeping of any domestic animals by the owner of any lot other than:
  - a. Animals which are kept predominately indoors.
  - b. No more than three domestic pets.

- c. Outdoor kennels are prohibited.
  - d. Breeding of domestic pets as a business is forbidden without prior approval of the SPTHOA and Monroe Charter Township.
- 3 Billboards or signs of any type, except one(1) sign advertising the sale of a Lot or home, or re-sale of existing home, and one (1) political sign, although the SPTHOA reserves the right to Post informational signs at both entrances to the subdivision.
- 4 Outdoor tanks for storage of fuel.
- 5 Outdoor receptacles for ashes, garbage or refuse shall not be kept in the front of the dwelling.
- 6 Burning of garbage, refuse, brush or leaves.
- 7 Parking and/or storing of commercial vehicles, storage containers, campers, trailers, motor homes, boats, snowmobiles or other recreational devices or vehicles;
  - a. The parking or storing of commercial vehicles and/or storage containers for more than five (5) consecutive days or more than ten (10) days in any thirty (30) day period unless wholly within an enclosed garage or other outbuilding approved by the SPTHOA
  - b. The parking or storing of campers, trailers, motor homes, boats, snowmobiles or other recreational devices or vehicles shall not obstruct the ability of neighboring Sub-Division residents;
    - i. SHALL NOT obstruct the ability of neighboring residents to observe up or down the street on which they live.
    - ii. SHALL NOT extend past the driveway, obstructing pedestrians walking on the sidewalks.
    - iii. MAY be parked/stored in a driveway;
      - 1. During seasonal months of usage of each calendar year as determined by the SPTHOA.
      - 2. Year-round storage in front facing driveway is not permitted.
- 8 On-site exploration of drilling oil or gas.
- 9 On-site exploration or removal of sand, gravel or other subsurface minerals.
- 10 Uncovered metal chimneys.
- 11 Vegetable gardens in front or side yards, or any vegetable garden exceeding three hundred (300) square feet.
- 12 Operation of snowmobiles, dirt bike-type motorcycles, or other motorized or alternatively powered recreational vehicles, except such other motorized or alternately powered vehicle that may be lawfully operated on public streets.

- 13 Windmills.
- 14 Airborne vehicles of any type.
- 15 Camping.
- 16 A home business which causes excessive vehicular traffic in the subdivision or which is conducted at a time of day or night or in a manner which causes a disturbance or annoyance to residents.
- 17 All radio, television or other antenna must be approved by the SPTHOA.

## ARTICLE XXV

### Southpointe Homeowners Association

The SPTHOA has been established as the official representative for the subdivision. Copies of the Articles of Incorporation and Bylaws of the corporation, which specify the administrative structure of the corporation, shall be posted and kept updated on the SPTHOA web site ([www.spthoa.org](http://www.spthoa.org))

Each Lot owner shall be entitled to one (1) vote per parcel of property they own and required to pay dues and assessment in accordance with the terms of these Restrictions and the Articles of Incorporation and Bylaws.

## ARTICLE XXVI

### Storm Drainage/ Retention Basins

Each owner of any land within the subdivision shall have an equal interest in, and responsibility for, the storm water retention systems, basins and the storm drainage systems. The developer has constructed all required storm water retention systems and storm drainage systems as shown on the approved construction plans for the same and the Monroe County Drain Commissioner shall be responsible for cleaning and repair of drainage structures. The Lot owners shall maintain all surface areas connected with such storm water retention systems including, but not limited to, mowing and trimming all grass and vegetation, maintenance of landscape plantings at reasonable times and to reasonable heights as required by applicable statutes, ordinances and regulations. the SPTHOA reserves the right to repair, maintain and construct said retention basins, easement area, pipes and appurtenant structures in the event that the Drain Commission neglects to do so and the SPTHOA reserves the right to recover a proportionate share of its costs incurred in such repair, maintenance and construction from the Lot owners. These Restrictions apply to all Lots and Properties in the subdivision. All Lot owners, after appropriate notice given by the Monroe Charter Township or the employees or agents thereof that the system is in need of repair or maintenance, as required above, shall undertake the necessary repair and maintenance to assure the continuing functioning of the storm drainage systems and retention basins. These functions may be taken by the SPTHOA. Costs of maintenance and repair under this article shall be paid and assessed under the assessment procedures established under Article XXVII.

## ARTICLE XXVII

### Assessment Procedures

Assessments for the cost of maintenance or improvement of the Common Property and for any other purposes authorized by these Restrictions or the Articles of Incorporation or Bylaws of the SPTHOA, including, but not limited to, improving and maintaining common areas, installing and maintaining entrance markers, landscaping, landscaped islands, maintaining drains, and enforcing these Restrictions, shall be made annually on a calendar year basis, in advance, under the following procedures:

- 1 The costs of maintenance shall be assessed equally to all Lot Owners. If during any year the total accumulations from the assessments are not sufficient to pay the costs to be assessed under this paragraph supplemental assessments may be made. The assessment shall be fifty (50) dollars per calendar year. This fee may be adjusted from year to year by the SPTHOA.
- 2 Assessments shall be billed by the SPTHOA to owners of Lots by mailing to their last known address. The fee for annual assessments shall be paid in advance on the first (1<sup>st</sup>) day of July of each year and shall be considered as payment for the current calendar year.
- 3 Any assessment not paid when due shall accrue interest from the due date at such a lawful rate as established from time to time by the SPTHOA. A reasonable late fee may be charged on any assessment more than thirty (30) days past due.
- 4 Any assessment not paid when due shall become a lien on the Property or, with the Monroe County Register of Deeds. Such a lien may be foreclosed by the SPTHOA in the manner prescribed for the foreclosure of mortgages under State of Michigan statutes. This lien will be subordinate to the lien of any first mortgage.
- 5 Assessments shall be made without regard to whether a Lot is improved or unimproved.
- 6 The SPTHOA shall be entitled to reimburse itself for reasonable costs of administration and accounting of matters covered by this Article from the monies in the Fund.
- 7 Assessments shall be levied by the SPTHOA, on the bases basis described in this article and in the Article of Incorporation and Bylaws of the Association.
- 8 The SPTHOA board of directors shall rely on the records, at the Monroe Charter Township Assessor's office, when mailing out dues invoices and any other notices to the owners of record,



unless otherwise notified by any owner. Any new owner, in the sub-division, is required, upon purchasing the property, to immediately notify the SPTHOA board of change in ownership. The new owner will be required to provide, in writing, their name, property address, and a phone number and/or email address they can be contacted at.

## ARTICLE XXVIII

### Southpointe Homeowners' Association Fund

Dues to the Fund and the SPTHOA Fund shall be made by each Property Owner within the Development based on assessment procedures established under Article XXVII.

The SPTHOA shall account annually to all Property owners for receipts and expenditures from the Fund and the SPTHOA Fund, respectively and shall make the books and records of these funds available for inspection at reasonable times upon request.

Nothing herein shall be construed to prohibit the SPTHOA from investing fund monies in certificates of deposit, treasury bills or like instruments, and all interest from such investments; any interest from any bank account into which assessments are deposited, shall insure to the benefit of the Fund and the Homeowners' Association Fund, respectively.

## ARTICLE-XXIX

### Easements

On all Plats there are easements for construction, operation and maintenance of electric light, telephone and telegraph poles, wires and conduits, including underground facilities on, over, below, or under all of the area designated as "Private easement for Public Utilities", or with such words of similar import, on the plats of Southpointe Sub-Division, and along and upon all highways now existing or hereafter established and abutting all the lots in Southpointe Sub-Division. No structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as "Private easement for Public Utilities", or with words of similar import, upon the plat of Southpointe Sub-Division. The term "structures" as used in the foregoing portion of this paragraph shall include those structures in the nature of houses, garages, other buildings and swimming pools, but shall not include lot improvements such as driveways and fences.

## ARTICLE XXX

### Continued Effect of Restriction and Amendment

These Restrictions shall remain in effect until January 1, 2025 and shall thereafter automatically be extended for successive terms of five (5) years each unless during the year prior to the expiration of the original term or any renewal term they are terminated or amended.

Termination or amendment shall be accomplished by recording with the Monroe County Register of Deeds an Amendment executed by the owners of at least 51% of the Lots subject to these Restrictions. The termination

or amendment shall be effective at the end of the term, or at such other date as stated in the recorded Agreement.

## ARTICLE XXXI

### Partial Invalidity

Should any provision of these Restrictions, or portion thereof be deemed invalid, the validity of the remainder shall not be impaired.

## ARTICLE XXXII

### Enforcement

These Restrictions may be enforced and any violation hereof enjoined, and any action for damages maintained by the Lot owner, by the SPTHOA Included herein is the right to undertake correction of any violation.

The cost incurred in enforcing these Restrictions shall be immediately due, and, if not paid, a lien may be imposed on the owner's Lot until paid, by recording a notice of lien with the Monroe County Register of Deeds. The lien may be foreclosed in the manner of foreclosure of a mortgage under the statutes of the State of Michigan and shall secure payment of the amount due together with interest and attorney's fees.

The 2019 Southpointe Square subdivision Mater Deed Restrictions for plats 1, 2, 3, and 4 filed with the State of Michigan and the County of Monroe, Michigan Register of Deeds on \_\_\_\_\_, 2019.

Witnessed: \_\_\_\_\_

\_\_\_\_\_  
Mrs. Kathy Toeppe, President, Southpointe Square H.O.A.

\_\_\_\_\_  
Mr. Darrick A. Whitaker, Secretary, Southpointe Square H. O. A.

Forgoing signatures were witnessed before me this \_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_ Notary Public

