

BUILDING AND USE RESTRICTIONS

DELHI WOODS

Land in the Township of Scio, Washtenaw County, Michigan, described as:

Commencing at the West ¼ corner of Section 11, T2S, R5E, Scio Township, Washtenaw County, Michigan; thence S 00°30'00" W 1769.06 feet along the West line of said Section and the centerline of West Delhi Road to the Point of Beginning; thence S 87°34'40" E 1349.48 feet; thence S 00°22'30" W 818.32 feet along an existing fence line, thence S 89°07'20" W 1067.89 feet along the south line of said Section; thence N 00°30'00" E 224.00 feet; thence S 89°07'20" W 283.00 feet; thence N 00°30'00" E 672.09 feet along the west line of said Section and the centerline of West Delhi road to the Point of Beginning, said parcel being a part of the SW ¼ of Section 11, T2S, R5E, Scio Township, Washtenaw County, Michigan

Parcels 1-5

1. Land and Use Restrictions

All land shall be used for single family residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any parcel of the subject property other than one single family dwelling and such accessory buildings as may be permitted under section 6 of these restrictions and which are architecturally consistent with the dwelling on the parcel and are appropriate to single family residential and recreational purposes incidental thereto.

No parcel shall be created by land division of less than 2.50 acres in size, net of all easements for ingress and egress.

2. Size and Height

No structure shall be erected, placed, altered or permitted to remain on any parcel not in conformance with the following minimum size requirements as to living area, measurements to be made from external walls:

One story	2,400 square feet
More than one story	2,800 square feet

No building shall exceed thirty-five (35) feet in height from ground level, measured from the lowest ground level adjacent to the home to the peak of the roof. In computing "square feet area" exterior walls shall be included. Such items as porches, breezeways, garages, basements or carports shall not be included in computing such required floor area. No part of the residence that is more than 1/2 below ground level shall be included in computing such required floor area.

3. Approval of Plans

All persons who shall construct a single family dwelling, any addition thereto, any outbuilding or any fences on any of the parcels of land to which these restrictions apply shall first present to the Architectural Committee for its approval, the plans, site plan and specifications of the intended structure. The Architectural Committee in its sole and absolute discretion shall approve or disapprove, and make suggestions to the plans, specifications and site plan of the intended structure. If no action is taken by the Architectural Committee within 30 days after submission by the owner of the parcel of property or the owner's legal representative, the plans, site plan and specifications shall be deemed to have been approved as submitted. The improvement may not be built without the approval of the Architectural Committee.

4. Location of Structure

No building or structure shall be erected, altered, placed or permitted to remain upon any parcel except in conformance with the setback requirements of local codes and except as otherwise prescribed in this Declaration.

5. Type of Construction

All construction work shall be done under the supervision of a builder approved in advance by the Architectural Committee. Modular homes, which are constructed off site and brought to the parcel pre-assembled shall not be permitted. No burm houses, geodesic domes or log houses shall be permitted. Exterior walls of residential structures shall be composed of vinyl or natural materials including wood, brick or stone. Aluminum, masonite or plywood are not acceptable.

6. Accessory Buildings

Accessory buildings must be architecturally appropriate and consistent with the primary residential structure utilizing matching exterior materials and colors.

No more than two accessory buildings per site shall be permitted. All accessory buildings must be situated behind the primary residence and subject to architectural approval.

7. Utilities

All utilities shall be underground.

8. Lighting

No lighting shall be so situated, or of such intensity, as to create a nuisance to neighboring properties.

9. Trailers, Trucks, Commercial and Recreational Vehicles

No trailers, mobile homes, campers, trucks, buses, tractors, commercial vehicles of any kind, or any kind of machine, equipment or apparatus, except during construction or repairs within the properties, shall be parked or left to stand on any street, driveway, parcel or any other area within the properties. Abandoned or unlicensed vehicles and passenger automobiles not in regular use as passenger vehicles shall not be parked or left on any street, parcel or other area in the properties. No recreational vehicles such as, but not limited to, boats, snowmobiles, off road vehicles, trailers or motor homes shall be parked on any parcel for more than seventy-two (72) hours unless suitably housed in an enclosed structure. Commercial vehicles may be allowed on the property for storage of materials during the period of construction, not to exceed 9 months.

No off road recreation vehicles or snowmobiles may be operated on the premises. No small internal combustion engines, except for maintenance, service or repair of improvements, may be operated on the premises.

16. Garbage and Refuse Disposal

No refuse shall be dumped or left on any parcel. Each parcel owner has the affirmative duty to remove any refuse which has been dumped on the parcel. No exterior incinerator or other equipment shall be maintained on any parcel for disposal of rubbish or garbage. No rubbish or garbage containers shall be left outside except on regular pick-up days.

IN WITNESS WHEREOF, this instrument was executed the day and year first above written.

Witnesses:

Thomas W. Stockton

Emily Twanmo

STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this _____ day of _____, 1996, by Thomas W. Stockton and Emily Twanmo.

Notary Public, Washtenaw County, Michigan
My commission expires: _____

When recorded return to:
Thomas W. Stockton
415 East Huron Street
Ann Arbor, MI 48104

Drafted by:
Thomas W. Stockton
415 East Huron Street
Ann Arbor, MI 48104

**AGREEMENT AND COVENANTS FOR THE USE AND MAINTENANCE
OF THE PRIVATE ROADWAY KNOWN AS
JONAS MARSH LANE**

This use and maintenance agreement is for Jonas Marsh Lane, a 66 foot wide private road and cul-de-sac, along with connected drainage control areas, for the use of the owners of Parcels 1, 2, 3, 4 and 5 of Delhi Woods as described in the survey recorded in Liber _____ of Plats, Pages _____ of Washtenaw County Records. The 66 foot wide private road and cul-de-sac easement and the connected drainage control areas are described in Appendix A of this document.

The undersigns of this agreement being owners of said parcels, on this _____ day of _____, 19_____, hereby place the following restrictions upon the subject parcels described in the survey and declare the same to be binding upon all subsequent owners of subject parcels, or divisions of subject parcels, and the same shall run with the land and each person hereafter accepting a deed or other conveyance of any of the subject parcels or divisions thereof shall take the same subject to these restrictions.

1. Jonas Marsh Lane, along with connected drainage control areas, is dedicated to all present and future property owners for purposes of ingress and egress over the private roadway thus established and for installation and maintenance of public utilities and for storm and melt water control.
2. The cost of future improvements, maintenance and repairs shall be shared by the owners of the parcels using said right-of-way in accordance with the terms of paragraph 3 of this agreement.
3. The necessity for improvements, maintenance and/or repair, together with the method of assessment and the collection of funds, shall be determined as follows:
 - a) Whenever the owners of one or more parcels shall determine that any part of the road right-of-way is in need to improvement, maintenance or repair, said owners may call a meeting of the other owners by sending a notice by certified mail to the residential address of such owner. The meeting notice shall set forth the date, time and location of the meeting, said notice to be mailed not less than ten (10) nor more than thirty (30) days prior to said meeting. (The owner of purchaser's interest in a land contract for the purchase of said parcels shall be deemed, for purposes of this agreement, to be the owner of said parcel.)
 - b) At the time and place of the meeting, a quorum shall be determined by the attendance of the owner's of fifty (50) percent of the parcels.
 - c) The person calling the meeting shall be deemed to be the convenor and Chairperson of the meeting. The quorum shall thereafter designate a Secretary, whose job it shall be to transcribe the action of the meeting.
 - d) All action of the parcel owners at said meeting shall be determined by the affirmative vote of the majority of those in attendance at said meeting.
 - e) Each parcel shall be entitled to one vote.
 - f) The Chairperson shall be authorized to contract for the improvement, maintenance and repairs as determined necessary by the vote of the meeting.
 - g) The cost of all maintenance and repair shall be shared equally by each parcel owned regardless of it's size, location or front footage on the right-of-way. The cost of improvements shall be born by the parcel owners who call the meeting unless there is a unanimous vote by all parcel owners to share equally in the improvements.
 - h) The Secretary shall be authorized to determine the assessment for each parcel. Statements shall be mailed by the Secretary by regular mail to the residential addresses of the owners of the parcels. Said assessments shall be payable within thirty days from the date of mailing.

i) If the owner of any parcel shall fail to make payment within the thirty (30) day period, said assessment shall thereafter accrue interest at the rate of one and one half (1 ½) percent per month and be retroactive to the date of mailing. Such unpaid payment shall become a lien on the property. The Secretary shall be authorized to institute suit in the name of and for the benefit of the owners of all the parcels to collect the same in any court of law, including attorney's fees.

4. For the purposes of this agreement, the terms "maintenance", "repair" and "improvement" are defined as follows:

- a) The terms "maintenance" and "repair" shall be deemed to include, but are not limited to, general repairs, grading, surfacing with gravel and plowing.
- b) The term "improvements" shall be deemed to include, but is not limited to, original bituminous or cement surfacing, installation of storm and/or sanitary sewers and any and all manner of things which may be established, erected and constructed on, over or under the private road right-of-way, including widening or lengthening of the road surface.

5. In the event that any governmental or quasi-governmental unit or agency shall benefit said road right-of-way with maintenance and/or repair improvement the cost of the same shall be shared in the same manner set forth herein unless such benefits shall be subject to assessment and collection by the power of such governmental or quasi-governmental agency.

6. Any sale, subdivision, or resale of any of the parcels of said subdivision herein, shall be made subject to the terms, conditions and covenants of this agreement. At all times the obligations and rights hereon, including the obligation to improve, repair and maintain the right-of-way shall run with the land and shall remain an encumbrance upon the property herein referred to and shall bind the parties, their executors, administrators, heirs and assigns. All of the agreements and covenants herein shall run with the title to each of the parcels described herein or any subdivision thereof.

7. The parties hereto acknowledge that the roadway known as Jonas Marsh Lane has been constructed as described and the owners hereby subject their parcels to these covenants for common use and future rights and obligations as recited herein by affixing their signatures hereto.

This agreement shall bind the parties hereto, their heirs, legatos, executors, administrators, personal representatives, successors and assigns.

APPENDIX A

JONAS MARSH LANE PRIVATE ROAD EASEMENT

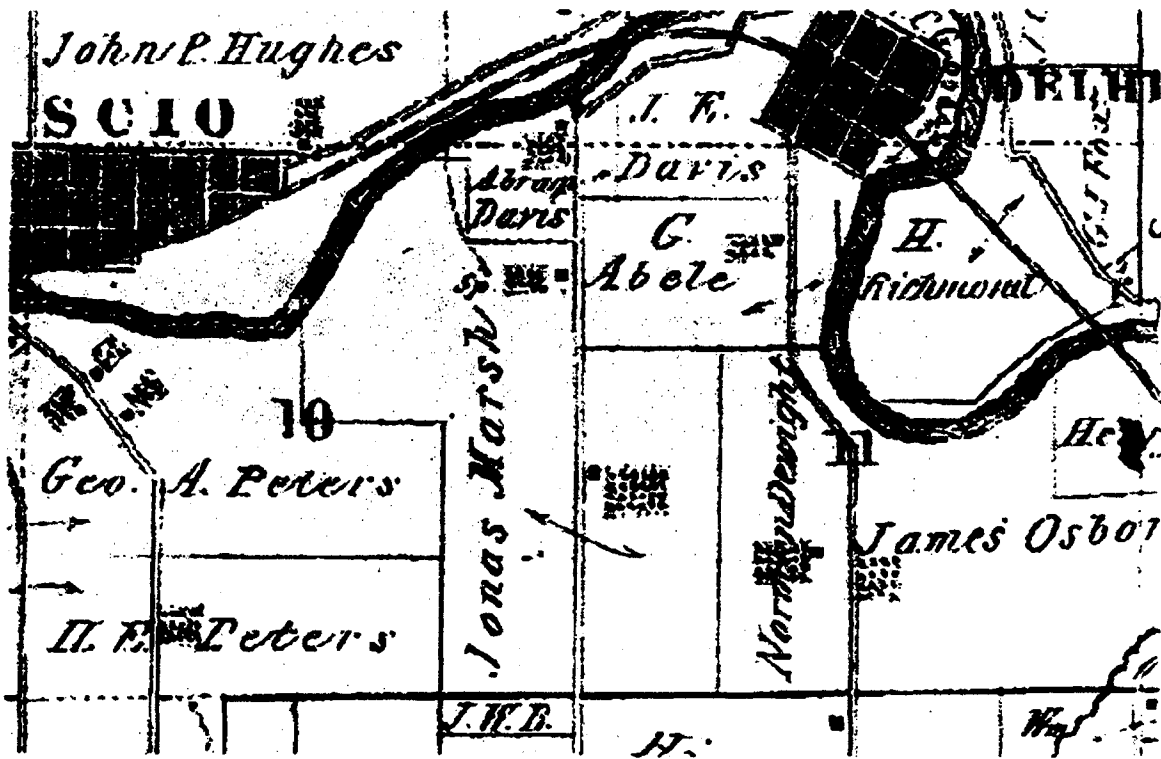
A 66.00 FOOT EASEMENT FOR INGRESS, EGRESS AND UTILITIES WHOSE CENTERLINE IS DESCRIBED AS BEGINNING AT A POINT ON THE WEST LINE OF SECTION 11 DISTANT SOUTH 00°30'00" WEST 2316.48 FEET FROM THE WEST ¼ CORNER OF SECTION 11, T2S, R5E, AND PROCEEDING THENCE SOUTH 89°30'00" EAST 33.00 FEET; THENCE ALONG A CURVE CONCAVE TO THE NORTH, RADIUS 631.45 FEET, CENTRAL ANGLE 22°30'51", CHORD BEARS NORTH 79°14'35" EAST 246.53 FEET, AN ARC DISTANCE OF 248.13 FEET; THENCE ALONG A CURVE CONCAVE TO THE SOUTH, RADIUS 631.45 FEET, CENTRAL ANGLE 22°30'51", CHORD BEARS NORTH 79°14'35" EAST 246.53 FEET, AN ARC DISTANCE OF 248.13 FEET, THENCE SOUTH 89°30'00" EAST 281.92 FEET TO THE POINT OF TERMINATION, BEING THE CENTER OF A 75.00 FOOT RADIUS CUL-DE-SAC.

STORM WATER DETENTION EASEMENT

PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWN 2 SOUTH, RANGE 5 EAST, SCIO TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT SOUTH 00°30'00" WEST 2441.15 FEET AND NORTH 89°07'20" EAST 33.01 FEET FROM THE WEST 1/4 CORNER OF SECTION 11, TOWN 2 SOUTH, RANGE 5 EAST, AND PROCEEDING THENCE NORTH 00°30'00" EAST 90.88 FEET; THENCE ALONG THE SOUTHERLY LINE OF A 66.00 FOOT WIDE EASEMENT FOR INGRESS, EGRESS AND UTILITIES, AND ALONG A CURVE CONCAVE TO THE NORTH, RADIUS 664.45 FEET; CENTRAL ANGLE 22°30'51", CHORD BEARS NORTH 79°14'35" EAST 259.42 FEET, AN ARC DISTANCE OF 261.09 FEET; THENCE SOUTH 02°24'20" WEST 135.58 FEET; THENCE SOUTH 89°07'20" WEST 249.99 FEET TO THE POINT OF BEGINNING.

CENTERLINE OF 20.00 FOOT WIDE DRAINAGE EASEMENT

PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWN 2 SOUTH, RANGE 5 EAST, SCIO TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT SOUTH 00°30'00" WEST 1789.06 FEET AND SOUTH 87°34'40" EAST 1349.48 FEET AND SOUTH 00°22'30" WEST 344.00 FEET FROM THE WEST 1/4 CORNER OF SECTION 11, TOWN 2 SOUTH, RANGE 5 EAST, AND PROCEEDING THENCE SOUTH 89°07'20" WEST 400.00 FEET; THENCE SOUTH 71°24'43" WEST 84.88 FEET TO A POINT ON THE EASTERLY LINE OF AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AND THE POINT OF TERMINATION.



A typical dialog at our office might explain the following picture:

Bob (to Gary, stage right).

This is all there is mentioned in the 1881 History of Washtenaw County. Do you have any more information?

Gary (enthusiastic, full of real estate vigor):

Jonas Marsh was an early settler of Scio township. He was married to Philinda (Quick) Marsh on November 20, 1830 and together they raised 10 children, all of whom married and helped settle this area. His name appears in the 1878 Washtenaw County plat book as the owner of the farm which includes present day Delhi Woods. On the Scio Township page he is shown as owning several large tracts of land scattered throughout the township.

If you're really interested in the history of the area, you can [view an even larger map here](#).