

## RIDGEWOOD HILLS SUBDIVISION ASSOCIATION

### LIST OF FINAL CHANGES – PROPOSED AMENDED AND RESTATED DECLARATION OF RESTRICTIONS

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The following is a summary of all final changes made to the proposed Amended and Restated Declaration of Restrictions since the July 2021 Informational Meeting (*all changes made to the draft since the Meeting are noted in redline format*):

- *The word, “Member,” is now capitalized throughout the document (this is a cosmetic change only).*
- *Various non-material spelling, grammar and other typo corrections have been made throughout.*
- *Your Subdivision does not have any “Irrigation Improvements,” but this term was erroneously mentioned in the last draft. This term has been removed throughout the Declaration.*

**\*\*\*PLEASE NOTE THAT THE FOLLOWING IS ONLY INTENDED TO SHOW THE CHANGES THE BOARD HAS MADE TO THE PROPOSED AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AS COMPARED TO THE DRAFT OF THIS DOCUMENT THAT WAS PRESENTED TO THE MEMBERS AT THE 2021 INFORMATIONAL MEETING – THE FOLLOWING IS NOT INTENDED TO SHOW ALL OF THE PROPOSED AMENDMENTS TO YOUR EXISTING DECLARATION OF RESTRICTIONS THAT ARE NOW BEING VOTED UPON\*\*\***

*The first paragraph of Article I, Section 7 is amended in its entirety to now read as follows:*

**Section 7. Common Areas.** The “Common Areas” shall mean those areas of land shown on the recorded plat of the Subdivision (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners, including those areas designated as parks on the recorded plats with respect to the Subdivision or as otherwise referenced in this Declaration, together with any improvements constructed within the foregoing areas, including without limitation, the Recreational Facilities, Entrance Way, cul de sac street islands, Landscaping and Perimeter Improvements, ~~Irrigation Improvements~~ and Storm Water Drainage Facilities.

*Article I, Section 14 regarding the definition of “Good Standing” has been revised in its entirety as follows:*

**Section 14. Good Standing.** A Lot Owner in “Good Standing” means an Owner whose assessment ~~and all other payment or performance~~ obligations to the Association, as determined by the Board of Directors, are not in arrears. ~~And who is not otherwise in default~~

~~of any provisions of the Association's Governing Documents.~~ An Owner must be in "Good Standing" in order to be entitled to vote under the Act and the Governing Documents.

*The former Article I, Section 16 entitled "Irrigation Improvements" has been deleted entirely, with all subsequent Sections in that Article re-numbered as appropriate.*

*ARTICLE III, SECTION 1 (b) regarding the purposes of the Association is amended in its entirety to read as follows:*

(b) to control, as permitted by this Declaration, the ~~specifications, architecture, design and~~ harmonious appearance of all Dwellings, buildings and improvements of any type to the Property so as to ensure proper use and appropriate development thereof consistent with a harmonious general plan of improvement for the Subdivision; and

*ARTICLE III, SECTION 2 regarding Membership has been revised in its entirety as follows:*

**Section 2. Membership.** Every Owner of a Lot in the Subdivision shall be a mandatory Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Every Lot Owner shall become a Member as of the date on which the Owner acquires title to a Lot. For land contract purchasers, commencing on the date on which said Owner is conveyed fee simple title to said Lot or, if applicable, the date on which the land contract purchaser enters into a land contract to purchase a said Lot is the date on which the purchaser acquires title and becomes a Member of the Association.

For executory land contracts, both land contract sellers and buyers vendees and vendors shall be considered "Owners" as far as the duty to pay assessments to the Association is concerned. The seller and the buyer under a land contract," and shall be jointly and severally liable for any and all assessment obligations and responsibilities of Owners under the Governing Documents.

*ARTICLE VI, SECTION 2, paragraphs 3 and 4 have been amended in their entirety as follows to clarify how vacancies on the Board may be filled:*

When a vacancy created by a Board Member's resignation is filled at the next annual meeting, the person elected to fill the vacancy shall serve out the remaining term, if any, of the Director who resigned or was deemed to resign. For purposes of this paragraph, the "person elected to fill the vacancy" shall be the person who won election to the Board at the annual meeting with the least number of votes compared to all of the Directors who won election at that Annual Meeting.

A Director takes office immediately upon their election at the annual meeting. A Director shall serve until their term expires and their successor is are elected at a subsequent annual meeting. and take office at the next Annual Meeting.

*ARTICLE VI, SECTION 4 (o) was amended to delete the second sentence regarding the “Business Judgment Rule” as follows:*

(o) To resolve any threatened, potential, or existing liabilities in the best interest of the Association; ~~-. The actions of the Board of Directors shall be governed by and reviewed in accord with by the Business Judgment Rule;~~

*ARTICLE VI, SECTION 10 – The second paragraph was amended in its entirety to read as follows:*

Special meetings of the Board of Directors may also be called in like manner and on like notice by the President upon his or her receipt of a written request that a special Board meeting be called received from any two Directors other than the President. The written request shall state the date, location, purpose and time of the special meeting desired by the Directors who are requesting the meeting.

*ARTICLE VI, SECTION 12 ~~WAS~~ AMENDED IN ITS ENTIRETY TO READ AS FOLLOWS:*

**Section 12. Board Meetings – Remote Communication.** Directors may also participate in Board meetings via telephone conference call, video/internet conferencing (e.g., Zoom, Teams, Facetime, etc.), or by any other means of remote communication by which all persons can communicate with each other. Participation in a Board meeting by such means shall constitute being present in person at the meeting for any and all purposes.

*ARTICLE VI, SECTION 19 was amended in its entirety to read as follows:*

**Section 19. Electronic Transmission.** The term, “Electronic Transmission” shall have the meaning set forth in Article I, Section 12 of this Declaration.

(a) ~~(a)~~—**Notices by Electronic Transmission.** In addition to the methods of providing notice of meetings set forth in Article V, Section 4 of this Declaration, notice may also be given by electronic transmission. ~~as defined below.~~ Notice by electronic transmission will be deemed given when electronically transmitted to the person entitled to notice in a manner authorized by the person.

(b) **Use of Electronic Transmission.** As used in this Declaration, “written” or “writing” will include communications by electronic transmission, including but not limited to, fax and email.

Notices of meetings, waivers of notice of meetings, proxies, written consents and ballots may be transmitted by electronic transmission. When a notice or communication is transmitted electronically, the notice or communication is deemed to be given when electronically transmitted to the person entitled to the notice or communication in a manner authorized by the person. An Owner or Director will be deemed to have consented to the use of email upon providing the Association with a valid email address.

~~(c) — Definition of Electronic Transmission. As used in this Declaration, electronic transmission shall have such definition as is provided in the Act, as amended, and refers to any form of communication that does not directly involve the physical transmission of paper, creates a record that may be retained and retrieved by the recipient and may be directly reproduced in paper form by the recipient through an automated process.~~

*ARTICLE VII, SECTION 2 (A) was amended in its entirety to read as follows:*

**Section 2. Assessments.** For each fiscal year of the Association thereafter, annual assessments, ~~and~~ additional assessments (if any) and special assessments (if any) shall be levied and paid in the following manner and subject to the following requirements:

(a) **Annual Assessment – Due Date and Purposes.** The Board of Directors of the Association shall levy against each Lot an annual assessment, based upon the projected costs, expenses and obligations of the Association for the ensuing fiscal year, which assessment shall be a specified amount per Lot.

By no later than January 15 each year, the Board of Directors shall mail a written statement of the annual assessment for that year to each Owner stating the amount of the assessment established by the Board of Directors for that year and requesting payment for said assessment.

The annual assessment shall be due and payable by March 31 of each year. Any annual assessment that is not paid by March 31 of the year in which the assessment was levied shall be considered delinquent.

The annual assessment levied by the Association shall be used exclusively for the following purposes:

(i) to promote the recreation, health, safety, and welfare of the residents in the Subdivision;

(ii) ~~for the maintenance of the subdivision storm water discharge lines, storm water retention areas, and all storm drainage outlets and facilities serving the Subdivision;~~ to maintain and periodically inspect the enclosed rear yard storm water drain lines, as well as to repair said drain lines, except that the Association shall assess the cost of all such repairs equally to all of the Lots served by the arm of the drain line repaired;

(iii) for the improvement, landscaping and maintenance of the Common Area and facilities as well as all entrance gates on Lots in the Subdivision abutting roads leading into the Subdivision;

(iv) maintaining, repairing, replacing, and operating the Recreational Facilities;

(v) providing services and facilities for the benefit of residents of the Subdivision;

(vi) maintaining, beautifying and improving the streets (including minor road repairs, such as crack filling, and snow removal and salting the roads), walkways, rights-of-way, cul de sac street islands, entrance ways and other common improvements within the Subdivision;

(vii) discharging any taxes, insurance premiums and mortgage installments relating to the Common Areas and Recreational Facilities, and any improvements thereon;

(viii) enforcing this Declaration, as well as any and all of the Association's other Governing Documents, including any and all attorney's fees, costs and/or expenses incurred in relation to such enforcement; and

(ix) retaining the services of legal counsel as may be needed, in the Board's reasonable discretion, to fulfill the Association's purposes, obligations and interests as they are generally defined in this Declaration and other Governing Documents of the Association.

*ARTICLE VII, SECTION 2 (B), first paragraph, was amended in its entirety to read as follows:*

(b) **Increases in the Annual Assessment Amount.** ~~Within sixty (60) days following the beginning of each fiscal year of the Association, the Board of Directors shall send a written notice of assessment to each Owner stating the amount of the annual assessment established by the Board of Directors for the ensuing year. Notwithstanding any other provision of this Declaration regarding the due date for the annual assessment,~~ Notwithstanding any other provision of this Declaration regarding the due date for the annual assessment, If the Board approves an increase in the annual assessment amount from the previous fiscal year, then it shall provide at least ninety (90) days' prior written notice to the Membership before the due date of the increased annual assessment amount. Such increased annual assessment shall be considered delinquent if it is not paid within ninety (90) days of the date of the written statement about the increase that is mailed to the Owners by the Association.

ARTICLE VII, SECTION 2 (D), first paragraph, was amended in its entirety to read as follows:

(d) **Special Assessments for Capital Improvements.** In addition to the annual and additional 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 in part, the cost of any constructing or installing improvements or any additions to the Common Areas, the storm water drainage and retention facilities, and any fixtures and personal property in connection with any of the above. Notwithstanding the foregoing, the Association's costs incurred in repairing any storm water drain lines shall be assessed only to the specific Lots which are served by the drain line that is repaired in accordance with Article IX, Section 4 (b) and all other applicable provisions of this Declaration regarding such assessments for repair of storm water drain lines.

ARTICLE VII, SECTION 2 (E), first three paragraphs, were amended in their entirety to read as follows:

(e) **Notice and Quorum Requirements for Meetings regarding Assessments Actions which Require Authorized the Approval of the Lot Owners u**~~Under Section 2 (b), (c) and (d) of this Article.~~ Written notice of any meeting called for the purpose of taking any action authorized under Section 2 (b), (c) or (d) which requires the approval of the Membership under said Sections shall be sent to all Members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies or of written ballots representing at least ten (10%) percent of all the Lots in the Subdivision in Good Standing shall constitute a quorum.

If the required quorum is not present, then another membership meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be lowered to five (5%) percent of all of the Lots in the Subdivision in Good Standing. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

A meeting of the membership shall be called and conducted in any and all events regarding any proposed membership vote to approve any assessment to the extent such meeting and vote is required to approve the assessment under Section 2 (b), (c) or (d). The purpose of the meeting shall be for the Board of Directors to review and discuss the proposed increase in the annual assessment or the proposed additional assessment or special assessment with the Owners (as applicable) to the extent the Section 2 (b), (c) or (d) requires such a meeting and the approval of the Lot Owners for any such actions. The vote on the assessment in question may, but need not, take place at the same meeting of the membership that was called to review and discuss the proposed increase in the annual assessment, or the additional assessment or special assessment (as applicable).~~hereunder.~~ If the vote of the membership takes place at ~~this~~ same meeting where the matter is reviewed and discussed, the voting at the meeting may be conducted in person or by proxy or by written ballot.

ARTICLE VII, SECTION 2 (F) was amended in its entirety to read as follows:

(f) **Due Dates for Additional and Special Assessments; Penalties for Default; Application of Payments.** ~~The annual assessment shall be due and payable by the end of March each year.~~

The due dates for any additional assessment or special assessment shall be as established by the Board of Directors in its discretion, but in no event shall the payment due date for any such assessment be any sooner than sixty (60) days from the date of mailing of the Association's written statement to the Owners giving them notice of the assessment and requesting payment therefor.

Each Owner shall pay such additional or special assessment within the deadline for payment which the Board establishes for said assessment -in the written statement that the Association mails to the Owners giving notice of the assessment and requesting payment thereof. Any additional or special assessment that an Owner fails or refuses to pay by the deadline for payment established by the Board in the written statement shall be considered delinquent. assessments within sixty (60) days from the date the written statement is mailed.

ARTICLE VII, SECTION 2 (G), first paragraph, was amended in its entirety to read as follows:

(g) **Penalties for Default; Application of Payments.** ~~Any assessment that is not paid by the due date mandated for that assessment in this Declaration or by the due date which the Board has established for that assessment (as applicable) within the sixty (60) day period shall be considered delinquent, and in~~ Interest shall accrue on delinquent assessments at the interest rate established by resolution of the Association's Board of Directors, but in no event shall such ~~which~~ interest rate ~~shall not~~ exceed seven (7%) percent per annum, or the highest rate of interest allowed by law (whichever is higher).

ARTICLE VII, SECTIONS (H) THROUGH (J) HAVE BEEN RE-LETTERED ACCORDINGLY.

ARTICLE VII, SECTIONS 3 AND 4 have been amended in their entirety to read as follows:

**Section 3. Apportionment of Assessments - Uniform Rate of Assessment.** All annual, additional and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or an annual basis (except for any assessments which may be assessed to specific Lots only and not to all Lots, such as, by way of example only and not by way of limitation, the assessments for Association repairs made to a storm drain line serving only the rear yards of certain Lots as set forth in Article VII, Section 2 (a) (ii) above).

**Section 4. Date of Commencement of Annual Assessments.** The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30)

days in advance of each new fiscal year. annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto by January 15 of each new fiscal year as set forth in Section 2 (a) of this Article VII above. -

*ARTICLE VII, SECTION 6 has been amended in its entirety to read as follows:*

**-Section 6. Effect of Nonpayment of Assessments: Remedies of the Association.**  
Any assessment not paid by the due date mandated for payment of such assessment by this Declaration or by the due date established by the Board of Directors pursuant to authority given to it to establish the due date by this Declaration (as applicable)~~within sixty (60) days of the date of mailing of the statement of the assessment to the Owner~~ shall bear interest from the due date at the rate of seven (7%) percent per annum or the highest lawful rate of interest, whichever is higher.

Pursuant to this Article and Article XVIII of the Declaration, ~~if any assessment that is not paid by its due date shall be considered delinquent, and within sixty (60) days from the date of mailing of the written statement of the assessment to the Owner,~~ the Association may sue the Owner and obtain a personal judgment against the Owner and/or may enforce the lien in the same manner as, and by following similar procedures which are required for, the foreclosure of mortgages, whether by advertisement or judicial action, including the allowance of costs and reasonable attorneys' fees incurred in the legal action or foreclosure. All of the Association's remedies for collecting unpaid assessments under the Declaration and all applicable law shall be cumulative and not exclusive.

No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of their Lot.

*ARTICLE VIII, SECTION 1 (A) has been amended in its entirety to read as follows:*

(a) **Residential Purposes Only.** All Lots within the Subdivision shall be used for single residence purposes only, and no building of any kind whatsoever shall be erected, re-erected, moved, or maintained on any Lot in the Subdivision except one detached single-family dwelling. ~~and appurtenant buildings on each Lot, as hereinafter provided.~~ Such Dwelling shall be designed and erected for occupation by a single private family. A private garage attached to the Dwelling for the sole use of the respective owner or occupant of the Lot upon which said garage is erected may also be erected and maintained.

*ARTICLE VIII, SECTION 1 (b), second paragraph has been amended in its entirety as follows:*

Unless and until the Township of Plymouth might adopt an applicable maximum limit on occupancy to Dwellings in the Subdivision, and until the IPC might be amended to provide otherwise, the maximum occupancy limit for all homes in the Subdivision shall be as follows (taken from the 2015 IPC) (the number of allowable Occupants is based on the sizes of the Living Room, Dining Room and Bedrooms in the Dwelling):

Space	1-2 Occupants	3-5 Occupants	6 or more Occupants
Living Room	120 Square Feet	120 Square Feet	150 Square Feet
Dining Room	No requirement	80 Square Feet	100 Square Feet
Bedrooms	50 Square Feet (minimum of 70 Square Feet for a bedroom for one Occupant)		

ARTICLE VIII, SECTION 1 (C) (iii), (v) and (vii) were amended as follows:

(iii) Repair or maintenance facilities for auAutomobile, truck, recreational vehicle, boat machinery or small engineser repair maintenance, or for painting or storage of said items, or for similar activities that may create a nuisance due to noise, vibration, glare, fumes, odors or electrical interference....

(v) Bed and breakfast operations. ~~\_, except as may otherwise be permitted in the Township....~~

(vii) Retail sale of merchandise. ~~\_, except produce grown on the premises.~~

ARTICLE VIII, SECTION 4, first four paragraphs, have been amended in their entirety as follows:

**Section 4. Animals.** No farm animals or wild animals shall be kept, bred or harbored on any of the said lots. No animals shall be kept, bred or maintained on any lot excepting household pets for the use by the Owner and Members of the Owner's family. No animals shall be kept on the premises for any commercial purpose. All dogs shall be licensed as required by the ordinances of Plymouth Township.

Household pets shall have such care so as not to be objectionable or offensive due to noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time within the Subdivision. All animals shall at all times be leashed and accompanied by a responsible person who is physically able to control the animal while in any of the Common Areas of the Subdivision. Owners shall not permit their pet cats to wander onto other Owners' Lots or the Common Areas. The use of "invisible" or electronic fences by Owners on their Lots is expressly permitted, however, during any breach of such "fences" the Lot Owner remains responsible for control of the animal and for any damage or injury it may cause.

Stray and wild or feral animals (including, but not limited to, squirrels, pigeons, geese, ducks, turkeys, foxes, coyotes, skunks, feral cats and dogs, chipmunks and raccoons) shall not be fed or housed by Owners, nor shall Owners allow any condition to exist within their Lot which may attract stray or wild/feral animals. This paragraph shall not be construed as prohibiting the hanging of bird feeders or bird houses on an Owner's Lot.

No savage or dangerous animal shall be kept, and any Owner who causes [such an animal](#) to be brought or kept upon the premises of the Subdivision shall indemnify and hold harmless the Association for any loss, damage or liability (including costs and attorney's fees) which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefor, and the Association may assess and collect from the responsible Owner such losses and/or damages in the manner provided in Articles VII and XVIII hereof...

*ARTICLE VIII, SECTION 6, second paragraph was amended in its entirety to read as follows:*

...No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained [at least eight \(8\) feet above the roadways](#). ~~sufficient height to prevent obstruction of such sight lines.~~

*ARTICLE VIII, SECTION 7 (A) was amended in its entirety to read as follows:*

**Section 7. Easements.**

(a) Easements for the installation and maintenance of utilities, underground television ~~master antenna line~~, and underground sewage, water and drainage lines, and surface drainage swales, are reserved to [the Association Declarant](#), its successors and assigns, as shown on the recorded plat, and also in, on, under and over a strip of land (6) feet in width on each side of, and along all rear and side lot lines. The use of all or a part of such easements may at any time or times hereafter be granted or assigned by Association, its successors or assigns, to any person, firm, corporation, governmental unit or agency which furnishes such services or utilities.

No buildings may be constructed or maintained over or on any easements; however, after the aforementioned utilities have been installed, planting, ~~fencing~~, or other Lot line improvements shall be allowed, so long as they do not interfere with, obstruct, hinder, or impair the drainage plan of the Subdivision and so long as access be granted, without charge or liability for damages, for the maintenance of the utilities or the underground drainage lines so installed, and/or for the installation of additional facilities.

*ARTICLE VIII, SECTIONS 8 THROUGH 19 were amended in their entirety to read as follows:*

**Section 8. Temporary Buildings and Structures.** Trailers, tents, shacks, [sheds, outbuildings, storage structures, barns, PODS \(or similar storage units\)](#), ~~barns~~, or any temporary building [or structure](#) of any description whatsoever, are expressly prohibited within the Subdivision, and no temporary residence shall be permitted in unfinished residential buildings. However, the erection of a temporary storage building for materials and supplies to be used in the construction of a Dwelling, and which shall be removed from the premises upon completion of the building, is permitted.

**Section 9. Trash and Waste.** No Lot or Common Area shall be used or maintained

as a dumping ground for litter, rubbish, trash, garbage or other waste. All household and yard rubbish, trash, garbage, and other waste must be kept by the Lot Owner in appropriate sanitary containers for collection by the Plymouth Township DPW. Said containers must be properly concealed from public view. Any containers not concealed within an Owner's garage if left outside must be screened from public view by evergreen bushes and located behind the front line of the Dwelling. ~~, and the same shall not be kept except in sanitary containers properly concealed from public view. These~~ Garbage containers and other solid waste shall not be left at the road for more than twenty-four (24) hours in any one week.

**Section 10. Vehicles and Parking.** Utility ~~No house~~-trailers, recreational vehicles ("RV's"), motorhomes, house trailers, boat trailers, boats, camping vehicles, camping trailers, inoperable or unlicensed automobiles or other vehicles shall not be parked or stored on any Lot or street within the Subdivision, unless stored fully enclosed within an attached garage. ~~boat trailers, boats, camping vehicles or camping trailers may be parked on or stored on any Lot in the Subdivision, unless stored fully enclosed within an attached garage.~~

At the discretion of the Board, Owners of these items may be given a forty-eight (48) hour grace period to allow for cleaning and restocking, before enforcement action is taken. Snowmobiles, motorized golf carts, EZ-Go vehicles, go-karts, and similar vehicles not licensed for road use are not allowed to operate or to be parked or stored anywhere in the Subdivision, except that they may be stored fully enclosed within the Owner's attached garage.

Commercial Vehicles ~~and trucks~~ shall not be parked in the Subdivision, or on any Lot therein, unless stored fully enclosed within ~~in~~ the Owner's attached garage. Notwithstanding the foregoing, Commercial Vehicles are permitted in the Subdivision while making ~~normal~~ deliveries or pickups in the normal course of business, or in the normal course of a contracting business for landscaping, house painting, renovations, and the like. The definition of "Commercial Vehicle" is found in Article I, Section 6 of this Declaration.

**Section 11. Aesthetics.** All Owners are required to keep their Dwelling, Lot, and landscaping in good repair, well maintained and visually attractive as compared to other, similar properties in the Subdivision, as determined by the Association's Board of Directors. No laundry shall be hung for drying in such a way as to be visible from the street on which the lot fronts, and in the case of corner Lots, such laundry shall not be hung so that it will be visible from the streets on which the Lot fronts and sides.

**Section 12. Drainage.** The yard drainage and grade of all Lots in the Subdivision shall be maintained in accordance with the grading plan on file with the Township. Any proposed change to a Lot that will or may affect Lot drainage or grade must be approved in advance by Plymouth Township.

~~**Section 13. Air Conditioners.** No "through the wall" air conditioners may be installed on the front wall of any building in the Subdivision. No outside compressors for central air conditioning units may be located other than in the rear or side yard and must be installed and maintained in such a manner so as to create no nuisance to the residents of adjacent Dwellings. Owners shall appropriately screen their air conditioning unit and compressor from public view and suppress operating noise with evergreen bushes and trees or~~

~~similar landscaping. with trees, bushes and other landscaping as approved by the Board of Directors.~~

### **Section 13. Restrictions on Air Conditioners; Electrical Generators.**

**(a) Restrictions on Air Conditioners.** No "through the wall" air conditioners may be installed on or along the front wall of any Dwelling in the Subdivision. No outside compressors for central air conditioning units may be located anywhere on a Lot other than in the rear or side yard and must be installed and maintained in such a manner so as to create no nuisance to the residents of adjacent Dwellings. Owners shall appropriately screen their air conditioning unit and compressor from public view and suppress operating noise with evergreen bushes and trees or similar landscaping. No Owner may install any air conditioning unit, compressor or pad or any other related equipment on their Lot which does not meet all of the requirements stated in this Section 13 (a) to the reasonable satisfaction of the Board of Directors.

**(b) Restrictions on Electrical Generators.** No permanently affixed electrical generators may be installed on or along the front wall of any Dwelling in the Subdivision.

No such permanently affixed generators may be located or installed anywhere on a Lot other than in the rear or side yard. All such permanently affixed generators must be installed and maintained in such a manner so as to create no nuisance to the residents of adjacent Dwellings. Owners shall appropriately screen their permanently affixed electrical generator from public view and suppress operating noise with evergreen bushes and trees or similar landscaping. No Owner may install any permanently affixed electrical generator which does not meet all of the requirements stated in this paragraph of Section 13 (b) to the reasonable satisfaction of the Board of Directors.

Notwithstanding any of the foregoing restrictions against permanently affixed electrical generators, an Owner's use of a portable electrical generator outside of the Owner's Dwelling anywhere on their Lot is permitted, provided that the portable generator is only kept out on the Lot for the duration of the power outage or other emergency event which necessitated the use of the generator.

### **Section 14. Lease Restrictions; Airbnb Prohibited.** (3<sup>rd</sup> & 4<sup>th</sup> Paragraphs only)

...The leasing restrictions in this Section 14 shall not apply to any short-term lease or other occupancy arrangement whereby the former Owner of a Dwelling is permitted to continue to occupy a Dwelling on a temporary basis by the purchaser/new owner of the Dwelling for a short, agreed-upon time period immediately after the closing of a sale of said Dwelling between the parties.

The Board of Directors may adopt ~~reasonable~~ rules and regulations ~~about~~ ~~applicable to~~ the leasing of Dwellings in the Subdivision, including (but not limited to) rules governing short-term leasing, as well as the Association's rights and remedies for enforcing any and all such

leasing rules and regulations.

**Section 15. Exterior Surface of Dwellings; Alterations and Modifications.** The visible exterior walls of all Dwelling structures built on any Lot in the Subdivision shall be made of wood, brick, brick veneer, aluminum or vinyl and/or stone. ~~Stucco and/or~~ Ledge rock may also be used, so long as ~~any combination of these materials~~ it does not exceed fifty (50%) percent of the total of all visible exterior walls. The use of cement block, slag, imitation brick, stucco, cinder block and/or asphalt siding is expressly prohibited. Windows shall not be included in calculating the total area of visible exterior walls. Any modifications or alterations to the exterior appearance of any Dwelling shall be ~~reasonable~~ compatible with the aesthetic appearance of other Dwellings in the Subdivision, as determined by the Association's Board of Directors.

**Section 16. Fences.**

(a) No fence, wall or solid hedge may be erected, installed, grown or maintained anywhere on any Lot; provided, however, that low ornamental fencing along the front ~~building Lot~~ line in architectural harmony with the design of the house may be erected as part of the front yard landscaping. Fences which are required by local ordinance to enclose swimming pools, or which are otherwise required by the Township of Plymouth, are also permitted.

The side ~~lot~~ line of each corner Lot in the Subdivision which faces a street shall be deemed to be a second front building ~~Lot~~ line and shall be subject to the same restrictions as to the erection, growth or maintenance of fences, walls or hedges as is hereinbefore provided for ornamental fencing along front building Lot lines.

In the interest of roadway noise abatement, Lots with rear or side Lot lines that abut the perimeter Subdivision roads (Ann Arbor Road, Powell Road, and Ridge Road) may plant and maintain a solid evergreen hedge or evergreen screening trees along only those Lot lines that border the above roads.

(b) All portions of the Lots lying in front of the residential building as hereinbefore set forth, shall be used for ornamental purposes only. Vegetable gardens are prohibited in front yards.

(c) Chain link fencing is prohibited on all Lots in the Subdivision.

**Section 17. Signs.** No sign or billboard shall be placed, erected, or maintained on any Lot in the Subdivision, except that one sign advertising that the Lot, or the house and Lot are for sale or lease may be erected; provided, however, that such sign shall have been constructed and installed in a professional manner. Any such For Sale/Lease sign, which said sign shall have a surface area that is ~~of~~ not more than five (5) square feet, and a height of not more than ~~and the top of which shall be not more than~~ three ~~five~~ (3) feet above the ground, ~~may be erected and maintained on any of said Lots; provided, however, that such sign shall have been constructed and installed in a professional manner.~~

Such sign shall be kept clean and in good repair during the period of its maintenance on the Lot, and shall in no event be placed and maintained nearer than two ~~enty five (25)~~ and

½ (2.5) feet from the front lot line. The Owner of the Lot is responsible to ensure that any sign installed on their Lot complies with these requirements. All For Sale/Lease signs must be removed within ten (10) days of sale or lease.

Contractor yard signs are prohibited. Lot Owners are responsible for removing any and all such signs from their Lots. Any such sign not removed by the Lot Owner is subject to removal by the Association without any prior notice to the Lot Owner, and without any liability to the Lot Owner for the sign or its removal.

**Section 18. Destruction of Building by Fire; Duty to Repair Timely.** Any debris resulting from the destruction in whole or in part of any Dwelling or building on any Lot in the Subdivision shall be removed with all reasonable dispatch from such Lot and property in order to preserve the sightly condition of the Subdivision.

No old or used buildings of any kind shall be moved or reconstructed on any Lot. Any damaged or destroyed building for which repair or reconstruction has not commenced within six (6) months from the date of damage or destruction, shall be removed by the Association at the Lot Owner's expense. ~~so that there are no ruins or debris remaining within six (6) months from the date of damage or destruction.~~ Any building which is not completed within two (2) years from commencement of construction or any damage or destruction not promptly remedied shall be deemed a nuisance and may be abated as provided by law.

**Section 19. Landscaping.** Upon the completion, rebuilding, or renovation of a Dwelling on any ~~of the~~ Lots in the Subdivision, ~~that Lot's~~ Owner shall cause the Lot ~~owned by him~~ to be finish-graded and seeded or sodded and suitably landscaped as soon after the completion of construction as weather permits. ~~All~~The Lots and the drainage ~~swales~~~~ditch~~, if any, contiguous to each Lot shall be kept free of weeds by the Owner thereof. All landscaping and lawns shall be well-maintained at all times. The maximum lawn height throughout the Subdivision shall be five (5) inches.

*ARTICLE IX, SECTION 3 (e) was amended in its entirety to read as follows:*

(e) Cleaning, inspection, repair and maintenance of any dam, pipe, drain, valve or opening in the water storage area and all pipes or lines leading into or out of the storage area and connecting the water storage area with the public storm sewer system; provided, however, that the Association shall assess its costs incurred in repairing any storm water rear yard drain lines to the specific Lots served by the drain line that was repaired; ;

*ARTICLE IX, SECTION 4 (b) was amended in its entirety to read as follows:*

(b) **Rear Yard Drains.** The Association shall be responsible for the maintenance and periodic inspection of the enclosed rear yard storm water drains. In the event such storm water drains require repair, the drains shall be repaired by the Association and the Association shall assess the cost of such repair equally to all Lots served by the arm of the drain

line repaired. These drain line repair assessments shall be a lien upon the Owner's Lot and a personal obligation of each such Lot Owner assessed.

*ARTICLE X, SECTION 3, first paragraph, was amended to read as follows:*

**Section 3. Landscaping.** With the consent and approval of any governmental agencies having jurisdiction over the streets and rights-of-way within the Subdivision, and subject to the interest of the public in such streets and rights-of-way within the Subdivision, the Association shall be responsible for the maintenance, repair and upkeep of all Entrance Way, Landscaping and Perimeter Improvements installed by Developer or the Association within the Subdivision. ~~and all Irrigation Improvements located therein.~~

*ARTICLE XVIII, SECTION 3, (d) (iv), last paragraph (regarding fines) was amended to read as follows:*

. . . The fines levied pursuant to this Section shall be assessed against the Owner after the hearing with the Board has taken place under Section 3 (d) (i) above and shall be due and payable within sixty (60) days of the date of mailing of the Board's written notice to the Owner regarding its ~~of the~~ determination regarding the violation resulting from the hearing and the fine amount being levied against the Owner in relation thereto. ~~fine being to the Lot Owner.~~ Failure to pay the fine will subject the Owner to all liabilities set forth in the Governing Documents including, without limitation, those described in this Declaration for non-payment of assessments.

*THE FORMER ARTICLE XIX SECTION 6 ABOUT FAIR HOUSING LAWS WAS DELETED ENTIRELY.*

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**PLEASE REFER TO THIS LIST OF FINAL CHANGES, THE REVISED GUIDE TO THE AMENDMENTS, AND THE DRAFTS OF THE AMENDED AND RESTATED ARTICLES OF INCORPORATION AND DECLARATION OF RESTRICTIONS PROVIDED TO YOU FOR THE JULY 2021, INFORMATIONAL MEETING FOR PURPOSES OF CASTING YOUR VOTE ON THESE AMENDMENT PROPOSALS.**

*Thank you for investing your valuable time, input and consideration into this amendment effort, it is truly appreciated!*

*The Ridgewood Hills Subdivision Association*

*Board of Directors*