

Gallagher Estates  
Architectural Control Committee  
Guidelines

**NOTE:** All projects shall be subject to the applicable ordinances of the Township of Long Lake and is the Co-Owners responsibility to obtain any building and or land-use permits.

**Fences**

Not to exceed 4 feet in height.

Fencing may enclose the rear yard only and can not exceed the rear line (corners) of the home and attached garage.

Fencing must be chain link black or brown vinyl coated earth tone colors.

Exemptions: previously installed fencing prior to this amendment effective March 1, 2016.

SEE: ARTICLE VI, paragraph B; 2, 3 and 4, ARTICLE VII.

**Outbuildings/Sheds/Storage Buildings**

Any outbuilding constructed shall be a minimum of 24 square feet and shall have an exterior which matches the primary residence (to be determined by the Architectural Control Committee).

SEE: ARTICLE VI, paragraph B through J, ARTICLE VII.

**Lawns**

SEE "Lawn Care Policy" and ARTICLE VI, paragraph E, F, and J, ARTICLE VII.

**Vehicles and storage thereof**

SEE "Vehicle Policy", ARTICLE VII.

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE/CONSTRUCTION

A. Architectural Control Committee

1. An Architectural Control Committee shall be established by the Developer and shall at all times consist of the Developer and two or more persons appointed by the Developer.
2. Except as otherwise provided herein, a majority of the members of the Committee shall have the power to act on behalf of the Committee without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may act only by written instrument setting forth the action taken and signed by the members of the Committee consenting to such action.

B. Approval of Construction By Committee

1. The Developer recognizes that there can be an infinite number of concepts and ideas for the development of lots consistent with its plan for GALLAGHER ESTATES. The Developer

wishes to encourage the formulation of new or innovative concepts and ideas. Nevertheless, for the protection of all lot or unit owners and for the preservation of the Developer's concept for the development of the project, the Developer wishes to make certain that any development of a lot will be consistent with its plan for GALLAGHER ESTATES, including the following:

- a. No residence erected shall contain less than one thousand (1,000) square feet of first floor area, exclusive of garages, porches, and breeze ways; except split level or two-story residences which shall have no less than six hundred (600) square feet of first floor area, and a total of no less than one thousand five hundred (1,500) square feet of over all available.
  - b. Each residence shall be constructed with one attached two (2) or more car garage.
  - c. All homes shall be located so as to comply with the setback restrictions hereinafter provided and all applicable building codes and on that portion of a lot as permitted by the Committee with an orientation approved by the Committee, it being the intent of these restrictions to keep homes as compatible as possible with the natural surroundings and with each other. Unless otherwise required by the Long Lake Township Zoning Ordinance, all buildings shall be set back at least twenty-five (25) feet, measured at right angles, from any road right-of-way; and at least fifteen (15) feet from side lot lines, and at least forty (40) feet from the rear lot lines, and no building shall encroach upon any utility easement.
  - d. The Committee shall have the right to waive or vary any of the restrictions contained in this section in such cases as it, in its sole judgment, shall deem to be in the best interests of those owning property in GALLAGHER ESTATES, provided any waiver or modification comports with all requirements of Long Lake Township.
  - e. No trailer, tent, shack, barn, mobile home or sectional type mobile home will be allowed on any lot.
2. No lot or unit or unit owner shall construct, modify, alter, or maintain any improvements on a lot until all of the following have been completed.
- a. The lot or unit owner has submitted to the Committee two complete sets of preliminary sketches showing floor plans, exterior elevations and an outline specification for materials and finishes.
  - b. The Committee has approved the preliminary sketches.
  - c. Upon approval of preliminary sketches, the lot or unit owner has submitted to the Committee two complete sets of plans and specifications therefor, in form satisfactory to the Committee, showing insofar as is appropriate:
    - (1) The size and dimensions of the improvements;
    - (2) The exterior design;

- (3) The exterior color scheme;
  - (4) The exact location of the improvement on the lot; and
  - (5) The location of the driveways, parking areas and landscaping (including location and construction of all utilities).
- d. Such plans and specifications have been approved in writing by the Committee or pre-approved by the Developer.

Approval of preliminary sketches and detailed plans and specifications may be withheld, not only because of the noncompliance with any of the restrictions and conditions contained herein, but also because of the reasonable dissatisfaction of the Committee as to the location of the structure on the lot, color scheme, finish, design, proportions, shape, height, type or appropriateness of the proposed improvement or alteration, the materials used therein, the kind, shape or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any matters or things which, in the reasonable judgment of the Committee, would render the proposed improvement inharmonious or out of keeping with the objectives of the Developer or with the improvements erected in the immediate vicinity of the lot or unit.

- 3. In the event that a lot or unit owner wishes to change the exterior color scheme of any improvement, he shall submit to the Committee such information with respect to this proposed change as the Committee shall require and to make this change only after receiving written approval from the Committee. No building, structure, or fence shall be erected or altered on any lot until the plans and specifications therefore and the location thereof, have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision; and as to location with respect to view, topography, and finished ground elevation, by the Committee.
  - 4. If at any time a lot or unit owner shall have submitted to the Committee plans and specifications in accordance with this section for a structure or alteration, and the Committee has neither approved such plans and specifications within the thirty (30) days from the date of submission nor notified the lot or unit owner of its objection with such 30-day period, then such plans and specifications shall be deemed to have been approved by the Committee. In the event that a lot or unit owner shall file revised plans and specifications for a structure or alteration with the Committee after receiving objections from the Committee with respect to original plans and specifications, and the Committee has neither approved them nor notified the lot or unit owner of further objections within thirty (30) days from the date of submission, then such revised plans and specifications shall be deemed to have been approved by the Committee.
- C. Except with the approval of the Committee or as may be necessary in connection with the construction of an approved improvement, no excavation shall be made on any lot nor shall any dirt be removed therefrom.
- D. Except with the approval of the Committee, the natural drainage on any lot shall not be changed.

- E. All buildings and improvements, including those damaged by fires, shall have the exterior completed and the finish applied within one (1) year from the date of the commencement of construction or the date of the fire. All yards must be seeded or sodded and driveways must be paved or concreted within one (1) year upon completion of exterior of the dwelling.
- F. No statue or similar structure shall be permitted on any lot without the approval of the Committee.
- G. No exposed concrete or concrete blocks shall be permitted on any exterior except for foundation walls.
- H. All utilities such as telephone and electric service shall be underground from the private ways to all structures. Overhead utility service is not permitted in any lot or home site.
- I. Any outbuilding constructed shall be a minimum of 24 square feet and shall have an exterior which matches the primary residence.
- J. No growing trees that exceed six (6) inches in diameter (measured at two feet above the ground), and which do not interfere with the permanent buildings upon the premises, shall be cut down without the prior written consent of the Committee.

## ARTICLE VII

### RESTRICTIONS

- A. No unit in the Condominium shall be used for other than single-family residential purposes and the common elements shall be used only for purposes consistent with the use of single-family residences.
- B. No immoral, improper, unlawful or offensive activity shall be carried on in any unit or upon the common elements, limited or general, nor shall anything be done which may or becomes an annoyance or a nuisance to the Co-Owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any unit or on the common elements. No Co-Owner shall do or permit anything to be done or keep or permit to be kept in his unit or on the common elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association and each Co-Owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.
- C. The common elements, if any, limited or general, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the common elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. In general, no activity shall be carried on nor condition maintained by a Co-Owner either in his unit or upon the common elements, which spoils the appearance of the Condominium. Each owner recognizes that odors occur during fertilization of surrounding farm land, which odors must be tolerated. Each lot owner whose lot borders a common element shall be responsible for maintenance and upkeep of his lot to the actual location of the common element notwithstanding a contrary depiction on Exhibit "B" to the Master Deed.

- D. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, balconies, and stairs shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. Storage of trailers, cars, boats and other recreational equipment shall be subject to regulation by the Association to prohibit unsightly use of a lot or unit.
- E. No Co-Owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium Premises. No motorized vehicles or motorized recreational units shall be used on the common elements of the project, excepting roads within the project.
- F. No Co-Owner shall be permitted to burn trash, leaves or other debris on his or her lot or on any limited or general common element located within the project.
- G. No signs or other advertising devices shall be displayed which are visible from the exterior of a unit or on the common elements, except standard "For Sale" signs, without written permission from the Association and the Developer.
- H. Animals are not to be kept, bred or raised for commercial purposes or in unreasonable numbers, and are to be reasonably controlled to avoid their being a nuisance to other lot or unit owners. Dogs shall be confined with enclosed fences or leashed at all times while out of doors and shall not be allowed to run free. All animals shall be subject to such rules and regulations as the Association shall from time to time adopt, and shall be kept subject to any regulations of Long Lake Township or Grand Traverse County Animal Control Department. Invisible fencing for dogs is permissible.
- I. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the common elements may be made and amended from time to time by any Board of Directors of the Association, including the First Board of Directors (or its successors elected by the Developer) prior to the First Annual Meeting of the entire Association held as provided in Article I, Section 8, of these Bylaws. Copies of all such regulations and amendments thereto shall be furnished to all Co-Owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-Owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-Owners in number and in value except that the Co-Owners may not revoke any regulation or amendment prior to said First Annual Meeting of the entire Association.
- J. The Association or its duly authorized agents shall have access to each unit (but not the residence constructed thereon) and any limited common elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-Owner thereof, as may be necessary for the maintenance, repair or replacement of any of the common elements. The Association or its agents shall also have access to each unit and any limited common elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements or to another unit. It shall be the responsibility of each Co-Owner to provide the Association means of access to his unit and any limited common elements appurtenant thereto during all periods of absence and in the event of the failure of such Co-Owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-Owner for any necessary damage to his unit and

any limited common elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

- K. No Co-Owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the common elements. No trees shall be removed from the Condominium Premises without prior approval of the Committee.
- L. Each Co-Owner shall maintain his unit and any limited common elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-Owner shall also use due care to avoid damaging any of the common elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any unit which are appurtenant to or which may affect any other unit. Each Co-Owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-Owner shall bear the expense to the extent of the deductible amount. Any costs or damages to the Association may be assessed to and collected from the responsible Co-Owner in the manner provided in Article II hereof.
- M. None of the restrictions contained in this Article VII shall apply to the commercial activities or signs, if any, of the Developer during the development and sales period as defined hereinafter, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Association and Bylaws as the same may be amended from time to time. For the purposes of this Section, the development and sales period shall be deemed to continue so long as Developer owns any unit which he offers for sale. Until all units in the entire Condominium Project are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas, reasonable parking incident to the foregoing and such access to, from and over the project as may be reasonable to enable development and sale of the entire project by Developer. Developer shall restore the areas so utilized to habitable status upon termination of use.
- N. Building Envelopes. This project is a conservation cluster development subject to all requirements, including the minimum setback requirements, of Section 13.15 of the Long Lake Township Zoning Ordinance, as amended. Consequently, each unit is subject to the applicable "building envelopes," required under that Zoning Ordinance. Such building envelopes shall be shown in the condominium subdivision plans attached as Exhibit B to the Master Deed. Each co-owner takes a unit subject to the actual record notice of the zoning restrictions regarding front, rear, and side yard setbacks. The construction of any of the foundation or walls of a single-family dwelling, garage, or accessory building may not be constructed in violation of the setback requirements. The co-owners cannot request a setback variance from the township, and thereby claim a right to build in the setback areas in contravention of these (Master Deeds/Bylaws and the Long Lake Township Zoning Ordinance). This Section shall not be amended except for the written approval of the Long Lake Township Board.
- O. This project is a conservation cluster development. The Long Lake Township Zoning Ordinance supercedes and governs all applicable land uses in Gallagher Estates to the extent that they conflict

or regulate the use of units within Gallagher Estates in excess of any regulations and provisions contained in the Master Deed or Bylaws for Gallagher Estates.