



CITY OF GREENVILLE

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COVENANTS AND RESTRICTIONS FOR THE GREENVILLE INDUSTRIAL PARK

ADOPTED BY

**GREENVILLE ECONOMIC
DEVELOPMENT CORPORATION
APRIL 2, 1979**

ADOPTED BY

**GREENVILLE CITY COUNCIL
APRIL 17, 1979**

**AMENDED BY GREENVILLE CITY COUNCIL
JUNE 19, 2012**

**AMENDMENT APPROVED BY PROPERTY OWNERS
OF RECORD _____, 2012**

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GREENVILLE INDUSTRIAL PARK

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As adopted by the EDC on April 2, 1979
(Amended _____, 2012)

COVENANTS FOR THE GREENVILLE INDUSTRIAL PARK

This conveyance is subject to the following restrictions which shall constitute covenants, contractual obligations and conditions running with the land and the grantee by the acceptance of this conveyance agrees to perform and abide by such restrictions on behalf of itself and its successors and assigns, to wit:

1. For all purposes of these covenants and restrictions, "Greenville Industrial Park" conclusively shall be deemed to mean the following described real estate:

Parcel A:

Parts of the East ½ of Section 3, the East ½ of Section 10 and the West ½ of Section 11, T9N, R8W, City of Greenville, Montcalm County, Michigan described as commencing at the Southeast corner of Section 3; said point also being the Point of Beginning of this description; thence N00°26'14"E, along the East section line, 1741.00 feet; thence N89°33'46"W, 280.00 feet; thence N00°26'14"E, 208.70 feet; thence S89°33'46"E, 280.00 feet to the East section line; thence N00°26'14"E, along said East section line, 713.87 feet, to the East ¼ corner of Section 3; thence continuing along said East section line, N00°07'38"W, 494.00 feet; thence S89°52'22"W, 417.42 feet; thence N00°07'38"W, 417.42 feet; thence N89°52'22"E, 417.42 feet, to the East line of said section; thence N00°07'38"E, 1642.86 feet, to the Northeast corner of Section 3; thence S88°14'00"W, along the North line of the Northeast ¼ of said Section, 1335.27 feet, to the West line of the East ½ of the Northeast ¼ of said Section; thence S00°01'28"E, along said line, 2544.40 feet; thence continuing along said line, S00°15'44"W, 1334.44 feet, more or less to a point at the intersection with the E-W 1/8 line of the Southeast ¼ of said Section; thence S88°32'43"W, along said 1/8 line, 1333 feet more or less to the N-S ¼ line of Section 3; thence S00°28'21"W, along said ¼ line, 941.31 feet; thence N88°25'22"E, 165.00 feet; thence S00°28'21"W, 132.00 feet; thence N88°25'22"E, 891.02 feet; thence S00°28'33"W, 264 feet, more or less to the South line of Section 3; thence N88°25'22"E, along said line, 276.13 feet, more or less, to a point at the intersection with the West line of the East ½ of the Northeast ¼ of Section 10; thence S00°17'32"W, 2657.81 feet to the E-W ¼ line of Section 10; thence N88°21'59"E, along said ¼ line, 1326.32 feet, more or less to the East ¼ corner of Section 10, said point also being the West ¼ corner of Section 11; thence continuing N88°21'59"E, 592 feet more or less to the West right of way line of Industrial Park Drive; thence S89°53'25"E, along said ¼ line, 693.12 feet to the West line of the Northeast ¼ of the Southwest ¼ of Section 11; thence S01°53'10"W, along said line, 1324.80 feet to the South line of the Northeast ¼ of the Southwest ¼ of Section 11; thence S89°58'01"E, along said line, 819.42 feet; thence N01°45'39"E, 752.63 feet; thence S88°14'21"E, 519.00 feet, more or less to the N-S ¼ line of Section 11; thence N01°45'39"E, along said line, 585.93 feet to the E-W ¼ line of Section 11; thence N89°53'25"W, along said line, 337.03 feet; thence N01°53'50"E, 356.81 feet parallel with the west line of Rollie's Acres (Plat) as recorded in Liber 9 of Plats, Page 41, Montcalm County Records, to a point which is 133.00 feet

N89°39'30"W from the Southwest corner of Lot 9 of said plat; thence N89°39'30"W, 100.00 feet; thence N01°53'50"E, parallel with the West line of said plat, 300.00 feet, to a point intersecting with the westerly extension of the north line of Lot 7 of said plat; thence S89°39'30"E, along said westerly extension, 233.00 feet to the west line of Rollie Drive of said plat; thence N01°53'50"E, along said west line, 66.00 feet; thence S89°39'30"W, 133.00 feet; thence N01°53'50"E, 304.56 feet; thence N89°50'30"W, 998.44 feet to the West line of the East ½ of the Northwest ¼ of Section 11; thence N01°54'05"E, along said line, 1620 feet, more or less to the North line of Section 11; thence Westerly along the North line of Section 11, 1320 feet, more or less, to the Northwest corner of Section 11; said point also being the Point of Beginning of this description. This parcel contains approximately 400 acres.

2. For all purposes of these restrictions, the term "Approval Committee" conclusively shall be deemed to mean the Officers of the Greenville, Michigan Economic Development Corporation. If for any reason the Economic Development Corporation of Greenville, Michigan should cease to exist at anytime hereafter, then a new Approval Committee shall be appointed by the Greenville City Council. A majority of such members of such committee shall constitute a quorum of such committee and are vested with authority to make any decisions, perform any acts and execute any written instruments of approval or consent required by these restrictions. The Approval Committee shall have full power to select, appoint, retain and use any agents of sub-committees of any type and nature as it deems advisable to render such assistance to said Approval Committee and to perform such acts as said Approval Committee shall determine.
3. These restrictions shall be effective and binding on grantor, grantee, their respective assigns, successors in interest and all parties claiming by, under or through them until December 31, 1999, at which time these restrictions shall be automatically extended for successive periods thereafter of ten (10) years each. After December 31, 1999, owners of more than 75% of the real estate located in said Industrial park may execute and record in Montcalm County, Michigan, an instrument revoking such restrictions. Prior to December 31, 1999, these restrictions may be modified by recording an instrument specifying such modification or modifications executed by (The Economic Development Corporation of Greenville, Michigan) and the owners of 75% of the real estate located in said Industrial Park.
4. No part of said real estate or any building, structure or improvement thereon shall be used for other than industrial, warehouse, wholesale or similar non-retail purposes. It being the specific purposes of the Economic Development Corporation of Greenville, Michigan, that said Industrial park be utilized by manufacturers, light industry, industrial processors, warehouses, wholesale and similar non-retail establishments.
5. Setback, height, lot area, lot width, and lot coverage requirements for all buildings, structures, improvements and appurtenances shall be consistent with Section 46-161 (IND Industrial District) of the City of Greenville Zoning Ordinance, as amended.

Projecting eaves, chimneys, bay windows, balconies, open fire escapes and like projections which do not project more than 3.5 feet and unenclosed steps, unroofed porches and the like which do not project more than ten (10) feet beyond the line of the foundation wall, may extend into otherwise restricted setback areas as specified above. On any corner lot fronting on two (2) streets, no fence or planting over thirty (30) inches in height shall be erected or maintained within fifteen (15) feet of the lot corner adjacent to the intersection, so as to not interfere with traffic visibility across the corner. No fence, hedge or mass planting shall be constructed or permitted to exist in the front setback area established herein except upon securing in advance the written consent of the "Approval Committee". This paragraph shall not apply to flag poles or traffic control signs that are not more than two (2) square feet in area.

6. No building or structure shall be erected, permitted or placed on any part of said real estate unless the exterior construction thereof is of steel, stone, brick, reinforced concrete, glass, equivalent masonry construction or a combination equivalent to these materials. Pole-type buildings shall be permitted. Upon securing the written consent in advance of the "Approval Committee", materials other than as specified in this paragraph may be used (a) for walls where future expansion is contemplated; (b) for the front wall of a building, and (c) for buildings incidental to a principal building already existing, after adequate screening, either by plantings or other buildings, and compliance with any conditions required therefore by the "Approval Committee". All buildings, including pole-type buildings, structures, improvements or appurtenances shall be constructed in accordance with all applicable laws, statutes, ordinances, codes rules and regulations of the City of Greenville and all other governmental agencies having jurisdiction thereof and in a manner so as to have the ability to withstand the normal causes of deterioration with normal maintenance procedures. Previously used materials shall not be incorporated within any building without the prior written consent of the "Approval Committee". No structure, carport, garage, barn or other outbuilding of a temporary nature shall be situated, erected or maintained on the property of any lot.
7. No excavations or excavating work shall be permitted on any part of said real estate except excavations for the purpose of constructing buildings and tangible improvements on such real estate immediately prior to and during the construction of such buildings and tangible improvements. No soil, sand, gravel, minerals, aggregate or earth materials shall be removed from said real estate except as a part of such excavations made for the purpose of constructing buildings and tangible improvements on said real estate.
8. All of the aforementioned real estate and all buildings, structures, improvements, and appurtenances shall be attractively landscaped and that portion of said real estate not used for buildings, structures, parking areas, loading areas, driveways, streets and other landscaping shall be planted and maintained as a lawn in good condition with four (4) inches of top soil. All properties shall be maintained in an acceptable manner according to the City of Greenville's Weed Control, Ordinance No. 124. All other landscaping materials must be maintained in a professional

manner (properly pruned and trimmed). All lots will be seeded or sodded and shrubs and trees must be planted to maintain a park-like atmosphere. Areas that are sold or set aside for future expansion must also be maintained as lawn area within 25 feet of streets, roadways and curb. Areas that are disturbed (such as through excavation, grading, etc.) must be restored to the above standards within six months of project completion. All developments must meet state and local groundwater and watershed standards.

9. Billboards or other advertising signs, other than identifying the name, business and products of the person or firm occupying the premises shall not be erected, permitted or placed on any part of said real estate. Sign materials should be compatible with the appearance of the building's finished materials.
10. Adequate offstreet parking, loading and unloading facilities shall be provided and maintained by the owners of said real estate for all employees, customers, agents, invitees and all other persons transacting business with either the owners or occupants of any part or all of said real estate. All offstreet parking loading and unloading areas shall be paved or constructed of suitable hard surfacing and maintained in good condition. Adequate offstreet parking for the purposes of these restrictions shall be deemed to mean that one (1) parking space shall be provided for each two (2) employees, customers, agents, invitees and other persons transacting business with the owners or occupants of any part of said real estate. Offstreet parking shall be permitted in any area except that offstreet parking facilities should not be placed in front of the principal building on any tract. Loading and unloading areas will be designed to permit the pickup and delivery of materials without impeding the public right-of-way. Design of the truck wells for loading area will not encroach upon the required front yard setback line. Truck or rail docks should be located at the side or rear of the building. Certified Industrial Park properties approved before 2000 may be permitted to maintain front yard truck wells or loading where they are required due to design and space limitations.
11. No part of said real estate or any building or structure placed on said real estate shall be used for any purpose or in such a manner which shall be a nuisance to the occupants or owners of any other real estate in said Industrial Park by reason of the emission from said real estate, buildings and structures or the creation thereon or therein of odors, gases, dust, smoke, noise, fumes, cinders, soot, vibrations, glare, radiation, radioactivity, waste materials, or any other means or substance.
12. No materials, inventory, goods in process, semi-manufactured items, finished products, plant equipment, parts, rubbish, waste materials, or other personal property shall be kept, stored, maintained or accumulated on any part of said real estate outside of buildings erected thereon, except where the prior written approval of the "Approval Committee" is secured and after adequate screen planting, fencing, setbacks and compliance with any other conditions required therefore by the "Approval Committee". All activities of a business will be carried on within the confines of the building. In those instances when outside storage is a necessity, an

opaque fence or wall (that is architecturally compatible to the building's finished materials), or landscaping will shield all items outdoors, so as to effectively screen the view of such storage area from the public streets and adjoining properties.

13. All of said real estate and all buildings, structures, improvements, appurtenances, signs, lawns, landscaping, sidewalks, driveways, parking areas and entrances thereon must at all times be maintained in a safe, clean and good condition. A condition of this Agreement is that construction will start within twelve (12) months of the purchase of the property and completion will be in a period of eighteen (18) months after construction begins.
14. Advance approval of the improvements described in this paragraph is deemed necessary to protect and preserve the desirability and property values of said Industrial Park. Therefore, no construction, erection, relocation or exterior alteration of any building structures, signs, parking areas, loading areas, landscaping or other facilities may be commenced and completed on any part of said real estate without securing in advance the written consent and approval of the "Approval Committee". The following information, as appropriate, shall be submitted to the "Approval Committee" for its consideration of any plans.
 - a. Preliminary architectural plans for any proposed building, structure or improvement.
 - b. A site plan showing location and design of buildings, structures, signs, drainage, driveways, driveway intersection with streets, exterior materials storage areas, parking areas, loading areas and sidewalks.
 - c. A grading plan and a planting plan, including screen walls and fences, if any, for analysis of adequate of visual screening, erosion control and landscaping.
 - d. A description of proposed operations on said real estate, an estimate of the maximum number of employees contemplated and a plan showing location of utilities and easements therefore, if any.
 - e. Any other pertinent information requested by the "Approval Committee" and any information to show compliance with each and all of these restrictions. Within thirty (30) days after delivery to "Approval Committee" said plans shall be approved or disapproved in writing.
15. Each owner, lien holder and tenant of any part of the above described real estate hereby agrees to cooperate in the planning, granting, executing, acknowledging and recording of all easements and instruments establishing such easements deemed necessary and reasonable by the City of Greenville for the further development of said Industrial Park which easements may include those deemed necessary for electric, telephone, gas, water and sewage purposes and for railroads, entrances and access roads.
16. If the grantee or its successors and assigns or any lessee or occupant of any part of such real estate or any other person should violate or attempt to violate any of the covenants, conditions and restrictions contained herein, it shall be lawful and

permissible for the City of Greenville, any owner or occupant of any real estate in said Industrial Park, to prosecute any proceedings at law or in equity against the person or persons violating any of these restrictions for any remedies that are available including, but not limited to, actions for injunctive relief and damages. The City of Greenville or other persons or other owners in the Park shall be entitled to recover from any person or persons violating or attempting to violate any of these covenants, conditions and restrictions all attorney's fees, costs and expenses, without relief from valuation and appraisal laws, incurred by the City of Greenville or the owners in the Park, with respect to securing the enforcement of or the compliance with these covenants, conditions and restrictions or with respect to any actions, either at law or in equity, commenced by it for such purpose or purposes.

17. Storm sewer will be provided by the City of Greenville when development of the Industrial park warrants such expenditure in accordance with City of Greenville policy.
18. The invalidation or unenforceability of any one of these covenants, restrictions or conditions shall in no way affect the validity or enforceability of any of the other covenants, conditions or restrictions which shall remain in full force and effect. The failure of anyone to insist on the performance of any covenant, restriction or condition contained herein at anytime shall not be deemed to bar, waive, or stop the right to insist on the performance thereof at a later time nor shall the failure of anyone to insist on the performance of any such covenant, restriction or condition at anytime or times be construed to constitute an abandonment, annulment or revocation of such covenant, restriction or condition.
19. These covenants and restrictions may be amended, modified or supplemented by resolution of the Greenville City Council and the unanimous written consent of all other record owners of land in the Industrial Park.
20. A variance to specific requirements of these covenants and restrictions may be granted by the Economic Development Corporation of Greenville, Michigan (the "EDC") in accordance with this paragraph.
 - a. Any person or entity seeking a variance shall file an application with the Greenville City Manager on a form provided by the City. Upon receipt of a completed application, the City Manager, or his or her designee, shall prepare a written recommendation in relation to such application. In preparing such written recommendation, the City Manager may consult with such City departments as deemed necessary.
 - b. The application and the City Manager's written recommendation shall be forwarded to the secretary of the EDC who shall place the variance request upon the agenda of the next scheduled meeting of the EDC. Before granting or denying any variance request, the EDC shall hold a public hearing. Written notice of such hearing shall be served personally or by mail to the

applicant and all record owners of land in the Industrial Park at least 15 days prior to the date of such hearing.

- c. After the public hearing, the EDC shall, by resolution, grant, grant with conditions, or deny the variance request. No variance shall be granted unless the EDC finds that all of the following conditions exist:
 1. That there are special circumstances or conditions affecting the applicant's building, structure, improvement or property, which were not created by the applicant, such that the strict application of a specific provision of these covenants and restrictions would clearly be impractical and unreasonable.
 2. That the granting of the specified variance will not be detrimental to the public health, safety or welfare or adversely impact other property owners within the Industrial Park.
 3. That the granting of the specified variance will not have the effect of nullifying the interest or purpose of these covenants and restrictions.