

1986 APR -8 PM 2:52

DECLARATION OF RESTRICTIVE COVENANTS  
GRANDVIEW ESTATESJudith Van Zandt  
REG. OF DEEDS

1300  
Southern Regional Development Corporation with offices at 112 Main Street, Camden, Michigan 49232, being owners of the following described real estate (the "Real Estate") which has been or will be subdivided as Grandview Estates hereby make the following Declaration of Restrictive Covenants which shall apply to the following Real Estate and Grandview Estates.

Part of the Southeast one-quarter, Section 4, Town 9 South, Range 3 West, Amboy Township, Hillsdale County, Michigan, described as: Beginning on the South line of Section 4, 482.75' North 89°25'59" East from the South 1/4 corner of Section 4, T9S, R3W; thence North 22°09'49" East 18.05'; thence South 89°25'59" West 536.12'; thence North 00°00'07" East parallel with the North and South one-quarter line of Section 4, 2.88'; thence North 50°46'22" East 618.85' to the meander line of Lake Diane; thence along said meander line South 24°49'37" East 113.0'; thence South 87°25'52" East 125.25'; thence North 62°57'37" East 61.46'; thence North 82°47'24" East 109.40'; thence North 87°51'09" East 184.25'; thence North 73°20'25" East 290.99'; thence North 40°36'00" East 148.75'; thence North 07°24'57" West 127.22'; thence North 11°06'35" East 167.39'; thence North 33°39'37" East 379.88'; thence North 15°32'03" West 113.72'; thence North 55°32'03" East 244.67'; thence South 80°11'25" East 161.02'; thence South 71°43'26" East 90.25'; thence South 71°49'24" East 82.57'; thence South 22°56'31" East 163.99'; thence South 55°38'18" West 276.74'; thence South 23°37'02" West 302.16'; thence South 74°31'42" West 172.09'; thence South 66°30'49" West 224.24'; thence North 71°08'05" West 79.17'; thence South 38°51'24" West 130.79'; thence South 26°36'19" East 60.58'; thence South 11°54'23" West 231.3'; thence South 30°20'47" West 74.72'; thence South 66°49'27" West 163.23'; thence North 05°22'23" East 159.46'; thence North 72°09'37" West 206.70'; thence South 61°26'16" West 135.49'; thence South 31°20'07" East 226.7'; thence South 25°39'54" West 160.91'; thence South 20°08'48" East 245.28' to the South line of Section 4 and the end of the meander line; thence South 89°25'59" West along said South line 480.65' to the Place of Beginning. Also all that part lying between the above described meander line of Lake Diane and the water's edge of Lake Diane.

1. As used herein, the phrase "contour defining the flood plain limit" means the (NGS Datum) elevation of 951.5' as shown on the final plat of Grandview Estates. Any building used or capable of being used for residential purposes or occupancy within or affected by the flood plain shall comply with items 2 through 6 of these restrictions.

2. The lower floors, excluding the basement floors, of all dwelling units constructed upon the Real Estate shall not be lower than the elevation of the contour defining the flood plain limit.

3. No dwelling unit constructed upon the Real Estate shall have an opening into its basement lower than the elevation of the contour defining the flood plain limits.

4. All basement walls and floors of dwelling units constructed upon the Real Estate located below the elevation of the contour defining the flood plain limit shall be water-tight and reinforced to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the flood plain limit.

5. Each dwelling unit constructed upon the Real Estate which is located within or is affected by the flood plain shall be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the dwelling unit.

6. Each dwelling unit constructed upon the Real Estate which is located within or which is affected by the flood plain shall be properly anchored to prevent flotation.

7. No filling or alteration of the natural flood plain shall be allowed without the approval of the Michigan Department of Natural Resources.

8. The above restrictions, conditions, penalties and charges shall remain with the land in perpetuity and shall not be amended without the written approval of the Michigan Department of Natural Resources.

9. All wells shall be constructed by a well driller licensed in Michigan under the provisions of Part 127 of Act 368 of the Public Acts of 1978, as amended, and Rules.

10. All wells shall be drilled through a protective clay over-burden as indicated exists, from near the surface to in excess of 40', from nearby waterwell records.

11. The above items #9 and #10 shall be incorporated into the restrictive deed covenant and that these restrictions are to be excluded from any time limitations other than if the lot(s) become connected to a public water supply. If a public water supply system is completed, then these restrictions may be deleted from the restrictive deed covenants.

12. There shall be no habitable structures or water supplies constructed or located upon any lot until the proposed public sewage treatment system is completed and the sewer line is available and accessible to the lot. It is the intent of this restriction to prohibit any use of any lot in this development until the proposed public sewage treatment plant is completed and collection system is extended to the lot(s) in this proposed plat.

13. USE: Any structure erected shall be a private residence for use by the Owner or Occupant. No part of said premises shall be used for commercial or manufacturing purposes.

14. TEMPORARY STRUCTURES: No motorhome or trailer shall be used as a temporary residence within the subdivision.

15. TYPE, SIZE AND CONSTRUCTION: All dwellings erected on lots within the subdivision shall have a groundfloor area of the main structure, exclusive of porches, garages, patios, basements and car ports of at least 1,200 square ft. Two story structures or structures with a full walk-out basement shall

have a minimum ground floor area of 960 sq. ft. Any garage erected on the premises must conform in appearance to the main residential structure on the lot.

16. All building plans must be approved in advance at the start of construction by a Building Committee consisting of Harley Carter, Jr., and Delbert White, or their appointees and successors, until July 1, 1992. After that date, no such advance approval shall be necessary.

17. SET BACKS: All structures erected on any lot within the sub-division must be set back not less than 25' from the street right-of-way. The minimum side yard set back shall be 10' and the minimum rear yard set back shall be 25' for all structures to be located within the sub-division.

18. UNLICENSED VEHICLES: No unlicensed vehicles (motorized or not) shall be allowed on the premises.

19. GARBAGE OR TRASH: No garbage or trash shall be allowed to accumulate on the premises. No unsightly receptacle for the storage or disposal of garbage or trash shall be placed on any lot in the development.

20. ANIMALS: No animals other than domestic house pets under leash or other control will be allowed to be housed or otherwise maintained on any lot with the sub-division.

21. INVALIDATION: Covenants numbered 13 through 20 shall run with the land and shall be binding on all parties claiming under them for a period of ten years and shall be extended for successive periods of ten years, unless and prior to the expiration of any such ten year period, an instrument signed by the Owners of record or a majority of lots in the sub-division has been recorded changing or modifying said covenants in whole or in part. Invalidation of any one of the covenants by judgment or decree shall in no way affect any other provisions hereof which shall remain in full force and effect.

Date: March 25, 1986  
[Signature]  
Gilbert Frisknee  
[Signature]  
Julie A. Roehm

SOUTHERN AND T, C & E PARTNERSHIP  
By: [Signature]  
Harley Carter, Sr.  
Vice President of Southern  
Regional Development Corporation,  
Partner

Date: March 25, 1986  
[Signature]  
Gilbert Frisknee  
[Signature]  
Julie A. Roehm

By: [Signature]  
Raymond F. Fix, Vice President  
and Secretary of T C & E,  
Partner

STATE OF MICHIGAN )  
                          ) ss.  
COUNTY OF ~~HILLSDALE~~ <sup>LENAWEE</sup> )

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The foregoing instrument was acknowledged before me this 25th day of March, 1986, by Harley Carter, Jr. and Raymond F. Fix the Partners of Southern and T C & E Partnership, a Michigan Co-Partnership, on its behalf.

Julie A. Roehn  
Notary Public, Julie A. Roehn  
Lenawee County, Michigan  
My Commission expires 7/11/1987

Drafted by:

Chris Marschall  
2942 Fuller Avenue, N.E.  
Grand Rapids, Michigan 49508

BRANCH COUNTY BANK  
100 W. Chicago St., Coldwater, MI

WITNESSED BY:

Mary Kay Hazelbaker  
Mary Kay Hazelbaker

Robert W. Shedd  
Robert W. Shedd, Executive Vice President

Peggy Wood  
Peggy Wood

Steven E. Olmstead  
Steven E. Olmstead, Vice President

STATE OF MICHIGAN  
COUNTY OF BRANCH

The foregoing instrument was acknowledged before me this 2nd day of April, 1986, by Robert W. Shedd, Executive Vice President and Steven E. Olmstead, Vice President of Branch County Bank, on its behalf.

Mary Kay Hazelbaker  
Notary Public, Mary Kay Hazelbaker  
Branch County, Michigan  
My Commission Expires: 6-29-86

Southern Regional Development Corporation  
112 Main Street  
Camden, Michigan 49232

Witnesses:

Jarvis Gier  
Jarvis Gier

Delbert White  
Delbert White  
President

Suzanne Gillette  
Suzanne Gillette

Harley Carter Jr.  
Harley Carter Jr.  
Vice President

ACKNOWLEDGEMENT

State of Michigan )  
                          )  
County of Hillsdale)

Personally came before me this 26th day of March 1986. Delbert White, President, and Harley Carter Jr. Vice President of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be each President and Vice President of said corporation, and acknowledged that they executed the foregoing instrument as such officers at the free act and deed of said corporation, by its authority.

Chris Marschall  
Chris Marschall  
Notary Public, Kent County, Michigan  
My Commission Expires March 4, 1987

Drafted By:

Chris Marschall  
2942 Fuller Avenue, N.E.  
Grand Rapids, Michigan 49505

Unofficial Copy