

LIBER 605 PAGE 133

047182
RECORDED
HILLSDALE CO. MICH.
'89 OCT 24 PM 3 09

DECLARATION OF RESTRICTIVE COVENANTS
NORTH BAY PLAT

Judy VanZandt
REG. OF DEEDS

1. FLOODPLAIN CONTROL: As used herein, the phrase "contour defining the floodplain limit" means the (N.G.V. Datum) elevation of 953.0' as shown on the final plat of North Bay Plat. Any building used or capable of being used for residential purposes and occupancy within or affected by the floodplain shall comply with the following restrictions:

- a. No filling or occupation of the floodplain shall take place without prior written approval from the Michigan Department of Natural Resources;
- b. The floodplain restrictions are to be observed in perpetuity, excluded from any time limitations set forth in this declaration and may not be amended;
- c. Any building used or capable of being used for residential purposes and occupancy within or affected by the floodplain shall have lower floors, excluding basements not lower than 953.0' N.G.V.;
- d. Any building used or capable of being used for residential purposes and occupancy within or affected by the floodplain shall have openings into the basement not lower than 953.0' N.G.V.;
- e. Any building used or capable of being used for residential purposes and occupancy within or affected by the floodplain shall have basement walls and floors, if below the elevation 953.0' N.G.V. which are watertight and designed to withstand hydrostatic pressures from a water level equal to the elevation of 953.0' N.G.V. following methods and procedures outlined in Chapter 5 for Type A construction and Chapter 6 for Class 1 loads found in the publication titled "Flood Proofing Regulations," EP 1665 2 314, prepared by the Office of the Chief of engineers, United States Army, Washington DC, June 1972. Figure 5 on Page 14-5 of the regulations shows typical foundation drainage waterproofing details. This document is available at no cost from the Department of Natural Resources, Land and Water Management Division, Stevens T. Mason Building, P.O. Box 30028, Lansing, Michigan 48909 or Department of the Army, Corps of Engineers, Publications Depot, 890 South Pickett, Alexandria, Virginia 22304;

Unofficial Copy

156
Institution Properties Inc
14541 Conqueror Rd
Canton MI 48104

f. Any building used or capable of being used for residential purposes and occupancy within or affected by the floodplain shall be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building;

g. Any building used or capable of being used for residential purposes and occupancy within or affected by the floodplain shall be properly anchored to prevent flotation;

h. All domestic waste water will be disposed of through the public sewer system;

i. Before a well is installed on a building permit is obtained, the property owner must apply for a water well construction permit from the Branch-Hillsdale-St. Joseph District Health Department. The property owner may be required to provide a site plan showing the location of the house, septic tank, sewer line and property lines when applying for a water well construction permit;

j. All wells will be installed by a Michigan licensed well driller and have a well casing diameter of at least four inches. Construction of wells and pump installations must meet state and local codes;

k. All wells must be isolated at least 50 feet from septic tanks, 10 feet from sewer lines, 10 feet from lot lines and 4 feet from all surface waters;

l. All wells must be developed beneath the available protective clay overburden with an anticipated depth of approximately 100 feet.

2. ARCHITECTURAL CONTROL: Prior to July 1, 1995, no building shall be erected, placed, or altered on the premises described herein until the building plans, specifications, and lot plans showing location of such building has been approved in writing by the Architectural Control Committee as to conformity and harmony of external design with existing structures, and as to the location of the buildings with respect to topography and finished ground elevation. In the event said committee or its designated representatives fails to approve or disapprove said plans, specifications and lot plans within 30 days after said documents have been submitted to it, or in any

event, if no suit to enjoin the erection of such building or buildings, or the making of such alterations, have been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

From and after July 1, 1995, Architectural Control Committee approval will not be necessary.

3. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee shall be composed of Harley Carter, Jr., Gilbert Friskney and Hal Henricks. A majority of the committee may designate a representative to act for it and in the event of a death or resignation of any member, the remaining members shall have full authority to appoint a successor. All members are to serve without compensation for services rendered.

4. USE: The property or any parcel thereof shall be used for single family residential purposes, except as otherwise provided herein. No structure shall be erected, altered, placed or permitted to remain on any parcel other than one attached single family dwelling, a private garage, guest house, servants quarters and other outbuildings normally incidental to the single family residential use of the premises. No lot or any portion thereof shall be used for any commercial or manufacturing purpose whatsoever. Lot numbers 30-36, inclusive, are not to be used for residential purposes and are to be used for uninhabitable structures only.

5. DWELLING, TYPE, SIZE AND CONSTRUCTION: Any dwelling structure erected on the premises shall have a ground floor area of the main structure, exclusive of porches, garages, patios, basements and carports of at least 960 square feet. Two story structures or structures with a full walk-out basement shall have a minimum main ground floor area of 960 square feet. Any garage erected on the premises must conform in appearance to the main residential structure. All structures shall be completed on the exterior within twelve (12) months from the start of construction. All construction material must be new.

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

7. SETBACKS: All structures erected on any lot within the subdivision must be setback not less than 25' from the street right-of-way. The minimum side yard setback shall be 10' and the minimum rear yard setback shall be 25' for all structures to be located within the subdivision.

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

9. 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 subdivision.

10. ANIMALS: No animals other than normal domestic house pets under leash or other control will be allowed to be housed or otherwise maintained on any lot within the subdivision.

11. DOCKS: No boathouse or any other structure of any kind except docks shall be permitted to be built into the water.

12. MAINTENANCE FUND: In order to maintain and improve Tyson Trail, commencing July 1, 1995, the owners of lots 20 through and inclusive of 29, shall pay \$60.00 per lot per year to the Tyson Trail Maintenance Fund, its designated successors or assigns, such funds to be used for maintenance and improvement of Tyson Trail and administrative costs incidental to the management of such account. Annual payments shall be a lien on each of the foregoing described lots and if not paid by November 15 of each year may be described in an affidavit recorded with the Register of Deeds and this lien may be enforced as are real estate mortgages by foreclosure, by advertisement or by action in the appropriate Circuit Court.

In order to maintain and improve that private cul-de-sac which benefits and serves lots 3 through and including 9 of this subdivision, the owners of said lots 3 through and including 9 shall pay the sum of \$60.00 per lot per year to the Tyson Trail Maintenance Fund, its designated successors or assigns, such funds to be used for maintenance and improvement of the aforescribed cul-de-sac and its prorated share of any administrative costs incidental to the management of the Tyson Trail Maintenance Fund. Annual payments shall be a lien on each of the aforescribed lots and if not paid by November 15 of each year may be described in an affidavit recorded with the Register of Deeds and this lien may be enforced as are real estate mortgages by foreclosure, by advertisement or by action in the appropriate Circuit Court.

13. INVALIDATION: Covenants 2 through 12 shall run with the land and shall be binding on all parties or persons claiming under them for a period of ten (10) years and shall be extended for successive periods of ten (10) years, unless and prior to the expiration of any such ten (10) year period, an instrument signed by the Owners of record of a majority of lots in the subdivision has been recorded changing or modifying said covenants in whole or in part. Invalidation of any one of these covenants by judgment or decree shall in no way affect any other provisions hereof which shall remain in full force and effect.

Signed in the presence of: FRONTIER PROPERTIES, INC.

Gerald E. Osborne
* Gerald E. Osborne

Harley Carter, Jr.
* Harley Carter, Jr.,
President

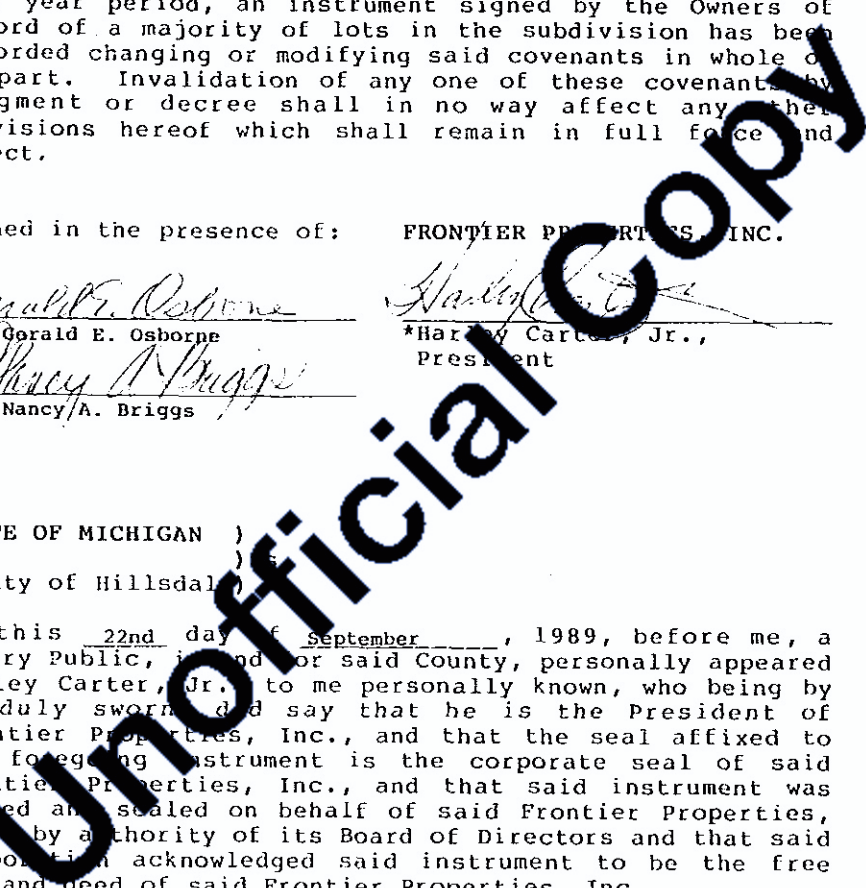
Nancy A. Briggs
* Nancy A. Briggs

STATE OF MICHIGAN)
County of Hillsdale)

On this 22nd day of September, 1989, before me, a Notary Public, in and for said County, personally appeared Harley Carter, Jr. to me personally known, who being by me duly sworn, did say that he is the President of Frontier Properties, Inc., and that the seal affixed to the foregoing instrument is the corporate seal of said Frontier Properties, Inc., and that said instrument was signed and sealed on behalf of said Frontier Properties, Inc. by authority of its Board of Directors and that said corporation acknowledged said instrument to be the free act and deed of said Frontier Properties, Inc.

Gerald E. Osborne
Gerald E. Osborne

Hillsdale County, Michigan
Com'n Expires: May 17, 1993



Signed in the presence of: CENTURY BANK & TRUST

Mary Kay Hazelbaker
 * Mary Kay Hazelbaker
Kimberly J. Fair
 * Kimberly J. Fair

Robert W. Shedd
 * Robert W. Shedd,
 President

STATE OF MICHIGAN)
) ss.
 County of Branch)

On this 22nd day of September, 1989, before me, a Notary Public, in and for said County, personally appeared Robert W. Shedd, to me personally known, who being by me duly sworn, did say that he is the President of Century Bank & Trust, and that the seal annexed to the foregoing instrument is the corporate seal of said Century Bank & Trust, and that said instrument was signed and sealed on behalf of said Century Bank & Trust, by authority of its Board of Directors and that said corporation acknowledged said instrument to be the free act and deed of said Century Bank & Trust.

Mary Kay Hazelbaker
 Mary Kay Hazelbaker
 Branch County, Michigan
 Com'n Expires: May 16, 1990

PREPARED BY
 KEVIN G. SHIRK
 Loren & Shirk
 55 Perry Street, P.O. Box 246
 Hillsdale, Michigan 49242
 (517) 433-1421

Unofficial Copy