

AMENDED DECLARATION OF RESTRICTIONS

Pursuant to the Declaration of Restrictions filed at Liber 363, Pages 178-179 of the Hillsdale County Record of Deeds, the undersigned, being the owners of record of a majority of lots in:

Lake Le Ann – Cherry Park, being a subdivision part of the East ½ of Section 4, and part of the Northwest ¼ of Section 3, T5S, R1W, Somerset Township, Hillsdale County, Michigan

Hereby amend the aforesaid Declaration of Restrictions, in its entirety, to impose the following restrictions:

1. USE

Any structure erected on any lot in this subdivision shall be a private residence for use by the owner or occupant. Only one residence may be erected on a single lot and no part of said premises shall be used for commercial or manufacturing purposes. The use of any lot shall comply with the bylaws, rules, and regulations of the Lake Le Ann Property Owners Association (“Association”).

No trailer or temporary structure, as defined by the Association’s bylaws, rules and regulation (collectively referred to as “Regulations”), shall be occupied or stored within the subdivision at any time. No poultry or livestock shall be kept within the subdivision except household pets.

2. TYPE, SIZE AND CONSTRUCTION

Any structure erected, placed or altered on any lot in this subdivision must be approved in writing by the Association prior to start of construction. Such approval will be made upon submission of satisfactory plans including a grid map showing location of structure on the lot. Any structure erected must conform to the following minimum standards:

- (a) The first structure erected on a lot must be a dwelling.
- (b) Any dwelling erected, placed or altered on any lot in this subdivision shall have a minimum enclosed living area of:
Ranch type, one floor on slab or crawl space 1000 sq. ft.
Two level, a frame, story and one-half, exposed basement, 1000 sq. ft. above grade on ground floor.
- (c) No dwelling shall be erected in excess of one and one-half (1 ½) story above grade on water front lots. The side which faces the street shall be considered to be the front of any dwelling erected in this subdivision.
- (d) All construction materials must be new.
- (e) All residences must have private inside bathroom facilities.

- (f) All structures shall be completed on the exterior within six (6) months from start of construction including two (2) coats of paint or varnish on any exterior wood surfaces.
- (g) Exterior walls must be finished with approved siding materials or if concrete block to be used as an exterior surface, it must be painted with two (2) coats of masonry paint.
- (h) Any additional structure must conform in appearance to the residence structure on said lot.
- (i) Any garage or car shelter erected on any lake front lot must be attached to the dwelling.
- (j) Any fence erected must be approved by the Association and in no case shall a fence be erected closer than 25 ft. to the front lot line.
- (k) No unsightly receptacle for the storage or disposal of garbage and trash shall be placed on any lot in the subdivision.

The Association shall approve plans for all structures erected in this subdivision. The Association may reject any plan because of too great a similarity to nearby existing structures or if it does not comply with the Association's Regulations.

3. SETBACK

Any structure erected must be set back not less than 25 ft. from the front and rear lot lines, or waters edge for lakefront lots, whichever is closest to the structure, and not less than 25 ft. from any side street lot line. Side line setbacks shall not be less than 10% of the width of the lot or minimum of six (6) feet at building line. The Association may waive this setback requirement if in its opinion, to do so would provide better utilization of the lot without detracting from the use of any adjoining lot.

4. SIGNS

No signs shall be erected on any lot except: (1) sign advertising the lot is for sale, and (2) temporary signs erected for less than 30 days in a calendar year. No sign shall be larger than six (6) square feet in area and shall be placed at least 15 feet from any lot line.

5. DOCKS

Any dock erected shall not extend more than 35 ft. out from the water's edge. No dock may be erected without approval of the Association.

6. CONTROL

Lake Le Ann is designated as a private lake and as such, the right to usage, level and control remain with the Association or its authorized agent.

7. MAINTENANCE FUND

The owner of each lot shall pay a maintenance assessment to the Association, in an amount determined annually by the Association, on March 1st of each year. The maintenance assessment shall be a charge on the land and shall be a continuing lien upon the lot against which each assessment is made. Funds so collected shall be used at the discretion of the Association to maintain all dams, regulate the lake level, pay salaries and administrative costs and general beautification, maintenance and betterment of Lake Le Ann and its subdivisions.

8. EASEMENTS

Easements for the installation and maintenance of public utilities or drainage facilities are reserved along and within 5 ft. of all rear, front and side lot lines in this subdivision. Such other easements are hereby reserved to enter upon the premises if necessary to construct, operate and maintain any other public improvements, pipes, poles, wires, etc., whether under or above ground.

It shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within the 5 foot easement.

9. REPURCHASE OPTION

The Association shall have the option to repurchase any property offered for sale in the subdivision. Any owner contemplating a sale of property in this subdivision shall present to the Association a bona fide purchase agreement executed by his prospective purchaser. The Association shall have the option for 30 days to purchase subject property for an equivalent price.

10. INVALIDATION

These covenants shall run with the land and shall be binding on all parties claiming under them for a period of 20 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 effect any of the other provisions hereof which shall remain in full force and effect.