

DECLARATION OF RESTRICTIONS

LAKE LE ANN DEVELOPMENT COMPANY, a Michigan Corporation of Lansing, Michigan are the developers of the following described property:

Lake Le Ann - Cherry Park, being a subdivision part of the East 1/2 of Section 4, and part of the Northwest 1/4 of Section 3, T5S, R1W, Somerset Township, Hillsdale County, Michigan

and as developers of the above described plat, it desires 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. No trailer or temporary structure 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 & CONSTRUCTION

Any dwelling erected, placed or altered on any lot in this subdivision must be approved in writing by the *Building Control Committee 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) 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 850 sq. ft. Two level, a frame, story and one-half, exposed basement, 720 sq. ft. above grade on ground floor.
- (b) No dwelling shall be erected in excess of 1 1/2 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.
- (c) All construction materials must be new.
- (d) All residences must have private inside bathroom facilities.
- (e) 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.
- (f) 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.
- (g) Any garage or boat house must conform in appearance to the residence structure on said lot.
- (h) Any garage or car shelter erected on any lake front lot must be attached to the dwelling.
- (i) Any fence erected must be approved by the Building Control Committee and in no case shall a fence be erected closer than 25 ft. to the front lot line.
- (j) All septic tanks or other devices for the sanitary disposal of waste shall be installed in compliance with County Health Dept. regulations. A grid map of the lot showing location of well and septic tank is to be sent to the Hillsdale County Health Dept.
- (k) No unsightly receptacle for the storage of garbage and trash shall be placed on any lot in the subdivision.

The Building Control Committee shall consist of three (3) members appointed by the Lake Le Ann Development Company. The committee may designate one of its members to act in its behalf. In the event of the resignation or death of any member, the remaining members shall appoint a replacement.

The Building Control Committee shall approve plans for all structures erected in this subdivision. The Committee may reject any plan because of too great a similarity to nearby existing structures.

3. SETBACK

Any structure erected must be set back not less than 25 ft. from the front lot line and not less than 25 ft. from any side street lot line. Side line setbacks shall be not less than 10% of the width of the lot at building line. The Building Control Committee 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.

Recorded
JUL 25 1961

at 10:45 o'clock A.M.

Lib 363 of 128

Elizabeth L. Dwyer

Register of Deeds - Hillsdale County, Mich.

- 4. SIGNS
No for sale sign or advertising device of any kind shall be erected on any lot except on a new house previously unoccupied which is offered by the developer or builder.
- 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 Building Control Committee.
- 6. CONTROL
Lake Le Ann is designated as a private lake and as such, the right to usage, level and control remain with the developer or its authorized agent.
- 7. MAINTENANCE FUND
The owner of each lot shall pay to the Lake Le Ann Maintenance Company \$20.00 on March 1st of each year starting March 1, 1964. Funds so collected shall be used at the discretion of the Lake Le Ann Maintenance Company to maintain all dams, regulate the lake level, pay salaries and administrative costs and general beautification and betterment of Lake Le Ann.
- 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 provision 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 Lake Le Ann Development Company 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 Lake Le Ann Development Company a bona fide purchase agreement, executed by his prospective purchaser. The Lake Le Ann Development Company 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 years unless and prior to the expiration of any such 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.

LAKE LE ANN DEVELOPMENT COMPANY,
a Michigan Corporation

Witness:

66 Beulah M. Walker
Beulah M. Walker

BY Don L. Foote
Don L. Foote, President

Edward R. Roach
Edward R. Roach

BY Robert M. Andrews
Robert M. Andrews, Secretary

STATE OF MICHIGAN
COUNTY OF INGHAM

On this 21st day of July, 1961, before me, a Notary Public in and for said County, personally appeared Don L. Foote, President and Robert M. Andrews, Secretary of Lake Le Ann Development Company, a Michigan Corporation, to me known to be the same persons described in and who executed the within instrument, who acknowledged the same to be their free act and deed.

Beulah M. Walker
Beulah M. Walker, Notary Public
Ingham County, Michigan
My commission expires Sept. 26, 1961