

BUILDING AND USE RESTRICTIONS
FOR

NORTH LAKE DOWNS

Dated: February 15, 1988 as recorded in Liber 26 of Plats on Pages 25 & 26.

The undersigned, being the owners of all of the following described property:

NORTH LAKE DOWNS a subdivision of part of NW 1/4 of Section 19, T1S, R4E, Dexter Township, Washtenaw County, Michigan. Commencing at the North 1/4 corner of Section 19, T1S, R4E, Dexter Township, Washtenaw County, Michigan; thence S00°13'20"W 804.20 feet along the North and South 1/4 line of said Section and the East line (and the Southerly extension thereof) of "NORTH LAKE FARM" a subdivision as recorded in Liber 20 of Plats, Pages 17, 18 and 19 Washtenaw County Records to the POINT OF BEGINNING; thence continuing S00°13'20"W 1880.57 feet along said North and South 1/4 line to the Center of said Section 19; thence S89°33'45"W 127.59 feet along the East and West 1/4 line of said Section; thence N64°00'35"W 780.87 feet; thence N24°11'10"E 548.93 feet; thence Easterly 254.84 feet along the arc of a 534.70 foot radius circular curve to the left, through a central angle of 27°18'30", having a chord which bears S72°36'30"E 252.44 feet; thence Northerly 66.31 feet along the arc of a 1013.37 foot radius circular curve to the left, through a central angle of 03°45'00", having a chord which bears N08°50'55"E 66.30 feet; thence Westerly 286.01 feet along the arc of a 468.70 foot radius circular curve to the right, through a central angle of 34°57'45", having a chord which bears N69°30'10"W 281.59 feet; thence continuing Westerly 41.81 feet along the arc of a 534.70 foot radius circular curve to the left, through a central angle of 04°28'45", having a chord which bears N54°15'40"W 41.80 feet; thence N00°25'25"E 232.20 feet; thence N26°54'40"W 167.54 feet to a point on the South line of "NORTH LAKE FARM NO.2" a subdivision as recorded in Liber 20 of Plats, Pages 77, 78 and 79 Washtenaw County Records; thence N89°32'15"E 305.00 feet along said South line (and the Easterly extension thereof); thence Northerly 309.32 feet along the arc of a 960.03 foot radius circular curve to the right, through a central angle of 18°27'40", having a chord which bears N09°03'35"W 307.99 feet; thence N00°10'15"E 264.21 feet to a point on the South line of aforementioned "NORTH LAKE FARM" and the centerline of Riker Road; thence S86°45'50"E 476.04 feet along said South line and said centerline to the Point of Beginning. Containing 19 lots, numbered 1 through 19 inclusive and containing 25.06 acres of land more or less.

hereby places the following restrictions on the property, and declares the same binding upon all subsequent owners of said premises, and the same shall run with the land and each person hereafter accepting a deed or other conveyance of the premises shall take same subject to these restrictions.

1. Easements - Easements for installation and maintenance of public utilities and drainage facilities as shown on the final plat are reserved for those purposes only. Each owner shall maintain the surface area of easements within his property, to keep grass and weeds cut, to keep the area free of trash and debris and to take such action as may be necessary to eliminate or minimize the surface erosion. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements.

2. Utilities - No utilities other than underground utilities shall at any time be installed on any lot in the subdivision, except as approved by the Architectural Control Committee provided for in these restrictions.

3. Signs - No sign of any kind shall be displayed for public view on any property except one professional sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the Builder to advertise the property during the construction and sales period, or an attractive entrance sign designating the name of the area.

4. Garbage and Refuse Disposal - No property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in closed sanitary containers which shall be kept out of sight except for collection days only. All incinerators or other equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition.

5. Vehicles -

a. Motor Vehicles - No motor vehicle of any kind shall be parked on any street or in any driveway or yard, for more than one week, in a non-operating and/or no licensed condition.

b. Commercial Vehicles - No commercial motor vehicle over 24 feet in length, or semi-tractor and/or trailer shall be parked on any street, easement, driveway, or yard for more than 8 hours in a 24 hour period, except for commercial vehicles and machines and equipment required to perform construction or repair services to the dwelling for the period of time necessary for said construction or repair services to the dwelling for the period of time necessary for said construction or repair.

c. Recreational Vehicles - The onsite storage of only one recreational vehicle such as a camper, self-propelled motor homes, snowmobiles, all terrain vehicles, boats and boat trailers which are licensed by the property owner and in operative condition, shall be permitted if stored behind the rear line of the house and on a hard surface similar to the driveway.

6. Livestock and Poultry - No animals, livestock, birds or poultry of any kind shall be raised, bred or kept on any property, except that dogs, cats, or other common household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes, and provided further that common household pets may not be kept if they become an annoyance or nuisance to the neighborhood.

7. Nuisances - No noxious or offensive activity shall be carried on upon any lot, nor anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. Commercial or Business Operation - No commercial operation or commercial business of any kind may be conducted on or from the property.

9. Architectural Committee - There shall be an architectural committee of three which shall consist of Bernd R. Walter, Norman N. Fahrner and Walter F. Lewis. They shall approve all house and site plans. House and site plans must be submitted and written approval given prior to construction starting. Upon Walter-Farwel conveying title to the last lot it owns in the subdivision, the architectural committee shall thereafter be appointed by the vote of 2/3 of the owners of lots in the subdivision, with the owners of each lot to have one vote for said lot. Additional rules, regulations and restrictions can be created by the Architectural Committee if approved by 2/3 of the lot owners.

10. Land Use and Building Type. No lot in the Subdivision may be used for other than one family residential purposes. No building or structure shall be erected, altered, placed or permitted to remain upon any lot other than one detached one family dwelling, one private garage or carport for not more than three cars, and accessory buildings appropriate to single family dwellings.

11. Size and Height. No structure shall be erected, placed or altered on any lot not in conformance with the following minimum size requirement as to living area, measurements to be made of external walls: 1500 square feet for one story and 1800 square feet for two story. In computing "square foot area", fully enclosed and heated porches, enclosed breezeways and exterior walls may be included, but such enclosed porches and breezeways shall not be credited for more than 100 square feet of the aggregate amount. Garages, carports, and open or unheated porches and breezeways shall not be included in computing such required floor space.

12. Type of Construction. Exterior walls of residential structures shall be constructed of brick veneer, stone veneer, cedar, white pine or cypress siding, cedar shakes or shingles, vertical tongue and groove siding aluminum siding or other standard exterior siding material, except asbestos or asphalt siding painted or unpainted concrete blocks, or unpainted sand lime bricks or plywood.

13. Temporary Buildings. No old or used structure of any kind shall be placed upon any lot. No temporary structure of any character, such as a tent, trailer, shack, barn, garage or other outbuilding shall be erected or placed upon any lot prior to construction of the main residence. This shall not prevent use of temporary buildings incidental to the construction of the main residential structure, during the period of construction.

14. Well Depth. All wells shall be drilled to minimum depth of 100 feet below ground surface or to an approximate elevation of 920 feet. The location of all wells and sewage disposal tilefields must conform to the approved Plat Plan on file at the Washtenaw County Health Department. It is further a covenant of this indenture that the Washtenaw County Health Department is a party of this Agreement as to Item 14 and it is specifically covenanted between the parties that Item 14 of this Agreement may not be rescinded or amended without the signature of a duly authorized representative of said Washtenaw County Health Department.

15. Water Hardness. Notification is hereby given to all subsequent owners of these lots that the iron level and hardness level indicated by a nearby well is above that which is considered satisfactory from nuisance factor consideration. The observation iron level and hardness level is not above that level which is considered a public health hazard. Fixture discoloration and taste could possibly be observed and special internal filtration may be desired by individual home owners.

16. Swimming Pools. All swimming pools shall be below ground, except children's play pools, hot tubs and jacuzzi tubs.

17. Antennae. No radio or television antennae or aerial shall be permitted other than the type commonly used for domestic residential use, provided, however, any such radio or television antennae shall be installed on the house and not on a separate pole and shall not extend fifteen feet in height above the roof of any structure except upon written consent from the Architectural Control Committee pertaining specifically to such matters as certain type of radio antennae which may be considered as appropriate for domestic use.

18. Grade Changes. There shall be no changes of grade of any lot as the same shall exist at the date of Final Plat Approval and recording which in any way shall affect the flow of water to adjacent lots.

19. General Provisions and Amendments. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them unless terminated or changed by a recorded writing executed by one-half of the owners of the lots in the Subdivision.

20. Enforcement. Enforcement of these restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages and may be brought by any person owning any lot in the Subdivision.

21. Severability. The invalidation of one of these covenants by judgment shall in no way affect any of the other provisions thereof which shall remain in full force and effect.

22. Waiver. Waiver either in writing or by failure to act in the enforcement of any of these covenants as to any instance of violation thereof shall in no way act or serve as a waiver of any future violation of the same or any similar covenant, either by the same person or by other persons, and all the covenants herein shall be at any time fully enforceable as to any lot in the Subdivision.

Barry Johnson
Barry Johnson, P.E.
Washtenaw County Health Department

Dated: Feb. 19, 1988

WITNESSES:

WALTER-FARWEL
A Michigan Co-Partnership

Elfriede B. Hofacker
Elfriede B. Hofacker

By: Bernd R. Walter
Bernd R. Walter, Partner

Kay E. Armbruster
Kay E. Armbruster

By: Walter F. Lewis
Walter F. Lewis, Partner

By: Norman N. Fahrner
Norman N. Fahrner, Partner

State of Michigan)
Washtenaw County) S.S.

3250 West Liberty Road.
Ann Arbor, Michigan 48106

The foregoing instrument was acknowledged before me this 15th day of February, 1988, by Bernd R. Walter, Walter F. Lewis and Norman N. Fahrner who, being personally known to me, acknowledged that they are partners of WALTER-FARWEL, a Michigan Co-Partnership, and that the above is the free act and deed of said partnership

Kay Elaine Armbruster
Kay Elaine Armbruster, Notary Public
Washtenaw County, Michigan

My commission expires January 21, 1990.

Prepared by:

Walter F. Lewis
P.O. Box 1204
Ann Arbor, Michigan 48106-1204

RECORDED
WASHTENAW COUNTY MI
Dec 19 9 25 AM '88
ROBERT M. JACOBSON
COUNTY CLERK/REGISTRAR