

## AMENDED DECLARATION OF RESTRICTIONS

Pursuant to the Declaration of Restrictions filed at Liber 362, Pages 387 - 390 of the Hillsdale County Record of Deeds, the undersigned, being the owners of record of a majority of lots in:

Lake Le Ann – Maquago Hills, being a Subdivision of part of North East  $\frac{1}{4}$ , Section 9, Town 5 South, Range 1 West, Somerset Township, Hillsdale County, Michigan.

Hereby amend the aforesaid Declaration of Restrictions, in its entirety, to impose the following restrictions as to Lots 1 through 18 and Outlot "A" of Lake Le Ann – Maquago Hills.

It is further intended as owners of several unplatted areas adjacent thereto that the following restrictions will not affect, hinder, restrict, or interfere with the free commercial development of the following described parcels of land, the common ownership of the covenant or herein to the contrary.

(a) Lots 19, 20 and 21 of Lake Le Ann – Maquago Hills together with a parcel of unplatted land lying between the West line of Lot 20 Lake Le Ann – Maquago Hills on the East and the East lines of Le Ann Blvd. and Lot 21 Lake Le Ann – Maquago Hills on the West and the North line of Sauk Trail, as platted, on the South and Lake Le Ann on the North.

(b) Part of South East  $\frac{1}{4}$  of the North East  $\frac{1}{4}$  of Section 9, Town 5 South, Range 1 West, described as: Commencing at a point in the center line of U.S. 112 (Chicago Road) 62.7 feet North of the East  $\frac{1}{4}$  Post of said Section thence North on the East line of Section 9, 683.2 feet; thence West 363.20 feet to the point of beginning; thence North 50 feet; thence Westerly along the Southerly line of Lake Le Ann – Maquago Hills to the point of intersection with the East line of Le Ann Blvd; thence South along said East line 114.30 feet to the Northerly line of U.S. 112; thence East along Northerly line of U.S. 112 to a point which is 715 feet west of the East line of Section 9; thence North 320.2 feet; thence East 189 feet; thence North 287.2 feet; thence East to the place of beginning.

### 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 regulations (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 & 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 and intended for residential use must be a dwelling.
- (b) All residences erected on any lot in the subdivision shall have a ground floor area of 1000 sq. ft. above grade. No dwelling shall be erected in excess of one and one-half (1 ½) story above grade on street side. 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 structures 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 material or if concrete block to be used as an exterior surface; it must be painted with two (2) coats of masonry paint.
- (g) Any additional structure 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 Association and in no case shall a fence be erected closer than 25 feet to the front lot line.
- (j) No unsightly receptacle for the storage or disposal of garbage or 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 waters 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 1<sup>st</sup> 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.