

## DECLARATION OF RESTRICTIVE COVENANTS

AUG 15 1969

LSE# 422 No. 272

"HIGHLAND GREEN"

Recorded at 4:15 o'clock P.M.  
 Elizabeth L. Ditz  
 Register of Deeds, Hillsdale County, Mich

The undersigned, American Central Corporation, as developers of the Plat of "Highland Green," being a part of the Southwest quarter of Section 9, and a vacated part of Lot 324 in "Lake Le Ann Fairway Hills," T5S, R1W, Somerset Township, Hillsdale County, Michigan, wishes to impose Building and Use Restrictions for the purpose of protecting property values and providing for the quiet and peaceful enjoyment of these properties to be sold, conveyed, transferred, and assigned subject to the following restrictive covenants:

## 1. USE

Any structure erected shall be a private residence for use by the owner or occupant.

## 2. TYPE, SIZE AND 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 2 stories above grade. 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 erected must conform in appearance to the residence structure on said lot.
- (h) 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.

\*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.

- (i) All septic tanks or other devices for the sanitary disposal of waste shall be installed in compliance with County Health Department regulations. A grid map of the lot showing location of well and septic tank is to be sent to the Hillsdale County Health Department or other designated authority.
- (j) No unsightly receptacle for the storage or disposal of garbage or trash shall be placed on any lot in the subdivision.

### 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 not be 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.

### 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. GOLF

The owner of each lot in this subdivision may have access and use of the golf course only by payment of annual charge and green fees as established by golf club management.

### 6. CONTROL

The owner of each lot in this subdivision shall have perpetual right of access to Lake Le Ann at the designated "Park" areas.

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. Conveyance of any lot by the developer and any subsequent conveyance by other parties made subject to the control of all land below water level, it being herein established that the water level may be maintained at any point below elevation 1044 G.S.C. datum. Said control to be held by Lake Le Ann Development Company, its agents or assigns.

### 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. 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 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.

If an owner of two adjoining lots erect a building in the center of two lots so that the building sets on the common lot line, the sideline restriction mentioned above shall automatically be inoperative as to the line upon which the building is erected.

Easement is reserved to enter upon any lot abutting a golf course fairway or rough area for purpose of maintence and recovery of golf balls.

9. VARIANCES

The purpose of the foregoing restrictions is to insure the use of the entire plat for attractive residential purposes, to prevent nuisances, to prevent imperilment of the attractiveness of the property, to maintain the desirability of the community and thereby to secure to each property owner the full benefits and enjoyments of his home with no greater restrictions upon the free and undisturbed use of his property than are necessary to insure the same advantages to other owners.

Any reasonable change, modification or addition to the within restrictions shall be considered by Lake Le Ann Development Company, and if so approved, they will then be submitted in writing to the abutting lot owners, and if so consented to in writing, shall be recorded and when recorded shall be binding as the original restrictions.

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 ten 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.

Dated: June 7, 1969

AMERICAN CENTRAL CORPORATION

*Shirley K. Saffady*  
Shirley K. Saffady

*Harry C. Swan*  
Harry C. Swan, Vice President

*Margaret J. Brand*  
Margaret J. Brand

*James H. Hurt*  
James H. Hurt, Treasurer

ACKNOWLEDGEMENT

STATE OF MICHIGAN )  
COUNTY OF INGHAM ) ss

On this 7th day of June, 1969, before me, a Notary Public in and for said County, appeared Harry C. Swan and James H. Hurt, to me personally known, who being each by me duly sworn did say that they are the Vice President and Treasurer, respectively, of American Central Corporation, a Michigan corporation, and that the seal affixed to said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said Harry C. Swan and James H. Hurt, acknowledged said instrument to be the free act and deed of said corporation.

*Shirley K. Saffady*  
Shirley K. Saffady, Notary Public  
Ingham County, Michigan

Prepared By: American Central Corporation My Commission Expires: 8/17/70  
P.O. Box 609 1050 Stoddard Building  
Lansing, Michigan 48903

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