

DECLARATION OF RESTRICTIONS

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

Lake Le Ann - Maquago Hills, being a Subdivision of part of North East 1/4, Section 9, Town 5 South, Range 1 West, Somerset Township, Hillsdale County, Michigan.

and as owners of the above described plat, it desires to impose the following restrictions as to Lots 1 through 18 and Outlot "A" of Lake Le Ann - Maquago Hills.

It is intended by Lake Le Ann Development Company, a Michigan Corporation, as owners of the above described plat and 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 covenantor 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 1/4 of the North East 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 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. 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 the 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 residence erected on lot numbers 40 through 53 inclusive shall have a ground floor living area of 1000 sq. ft. above grade

on the street side of the lot.

- (b) Residences erected on any other lot in the subdivision shall have a ground floor area of 850 sq. ft. above grade. No dwelling shall be erected in excess of 1-1/2 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 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 material or if concrete block is 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 feet to the front lot line.
- (j) Written approval of the Hillsdale County Health Department as to the location of all septic tanks and wells is to be submitted to the Building Control Committee, before the construction thereof.

* 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.

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 useage, level and control remain with the developer or it's 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 descretion 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.

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 affect any of the other provisions hereof which shall remain in full force and effect.

LAKE LE ANN DEVELOPMENT COMPANY,
a Michigan Corporation

Witness:

Beulah M. Walker
Beulah M. Walker

Don L. Foote
Don L. Foote, President

Edward R. Roach
Edward R. Roach

Robert M. Andrews
Robert M. Andrews, Vice President



STATE OF MICHIGAN)
) ss
COUNTY OF INGHAM)

On this 13th day of June, 1961, before me, a Notary Public in and for said County, personally appeared Don L. Foote, President and Robert M. Andrews, Vice President 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 Co., Michigan
My commission expires 9/26/61