

REC'D JUN 6 2007

Lenawee Co., MI ROD
Victoria J. Daniels
OFFICIAL SEAL



L-2346 P-936



BUILDING AND USE RESTRICTIONS
HIGH COUNTRY ESTATES

DESCRIBED as that part of the Southwest 1/4 of Section 22, Town 6 South, Range 4 East, described as beginning on the west line of Section 22, aforesaid 288.38 feet S 01° 16' 17" E from the West 1/4 corner of said Section 22; thence N 85° 03' 18" E 289.88 feet; thence N 81° 13' 06" E 129.12 feet; thence S 01° 10' 31" E 191.20 feet; thence along the arc of a 325.00 foot radius curve right 59.60 feet (chord bearing, distance and central angle being S 04° 04' 30" W 59.52 feet, 10° 30' 28"); thence S 88° 43' 43" W 211.43 feet; thence S 01° 16' 17" E 770.00 feet; thence S 88° 43' 43" W 200.00 feet to the west line of said Section 22; thence N 01° 16' 17" W 985.00 feet to the point of beginning. Containing 5.73 acres.

WHEREAS, it is the purpose and intention of this Restrictions that all of the property subject to this agreement shall be conveyed by the Developer subject to reservations, easements, use and building restrictions provided to establish a general plan of uniform restrictions in respect to said property, and to ensure the purchasers of lots therein used on the property for attractive residential purposes, and to secure to each lot owner full benefit and enjoyment of his home, and to preserve the general character of the neighborhood;

IT IS HEREBY DECLARED THAT the following general restrictions are covenants running with the land, binding on the heirs, personal representatives, successors and assigns of the Developer, and the Grantees of all individual lots on said property, for the time limited in this instrument:

The goal of the Developer is to limit construction to traditional homes, however, contemporary interpretations of traditional homes will be encouraged. **Modular and manufactured homes are prohibited.**

Section 1
Residential Use

No residence on the property shall be used for other than single-family residential purposes as defined by the Township or Raisin Zoning Ordinance, all dwellings shall be designed and used only for purposes consistent with single-family residential use. Use of lots shall also be restricted in the following manner:

(1)

38⁰⁰ Associated Engineers 237 N. Main St., Adrian 49221



(a) **Building Size and Height:** No building or structure shall exceed two stories in height. All buildings and structures shall be in conformity with the following minimum size standards as to living area measured by the external wall:

- | | |
|------------------------|-------------------|
| (1) One Story / Ranch: | 1,600 square feet |
| (2) 1 ½ Story: | 2,200 square feet |
| (3) Two Story: | 2,200 square feet |

Garages, porches and breezeways shall not be included in computing minimum size requirements. No part of a single story or ranch structure that is below ground level shall be included in computing minimum size requirements. No part of any other structure that is more than one-half below ground level shall be included in computing minimum size requirements. All buildings shall be constructed by a licensed contractor and completed within one (1) year from the date of issuance of a building permit by the Raisin Township Building Department, or other appropriate governmental agency. Residential one family homes must meet R-1 Raisin Township standards. All unused building materials and temporary construction shall be removed from the premises within sixty (60) days after substantial completion of the structure. The portion of the surface of the earth which is disturbed by excavation and other construction work shall be finish graded and seeded or covered with other landscaping as soon as the construction work and weather permits.

(b) **Roof Pitch and Ridge Lines:** Minimum of a 6/12 roof pitch on the main ridge. The main ridge is the highest and/or longest ridge lines of the house. There must be a minimum of 3 ridge lines on the front elevation.

(c) **Roof shingles:** All shingles must be "Dimensional" shingles. All shingles must carry a minimum of a 25 year warranty.

(d) **Exterior walls and trim:** The exterior walls of the dwellings shall be finished with one or more of the following: Brick, Premium Vinyl Siding, Stone, Cultured Stone, Wood, Cement Board or Composite Siding. (No T-111 board unless used as an accent with one of the other finishes stated above.)

Note: Front porches or entry stoops may be used in combination with Premium Vinyl Siding in lieu of other finishes if approved by the developer.

(e) **Garages:** Each residence shall have a minimum two-car garage.

(f) **Temporary Structures:** No old or used structure, of any kind, shall be placed upon any unit as a temporary structure. No temporary structure of any character such as a tent, camper, trailer, shack, barn, and/or other out-building of any design whatsoever shall be erected or placed upon any unit prior to construction of the main residence, nor shall any such structure be occupied as living quarters at any time. This provision shall not prevent the use of temporary structures incidental to and during construction of the main residence provided that such temporary structures shall be removed from the premises immediately upon completion of the main residence.

(g) **Accessory Building:** All accessory building shall be of standard construction or pole barn types. Buildings shall be a minimum size of 12' x 15' x 8' with minimum overhang of 1 foot. Buildings shall have a maximum size 30' x 45' x 12' with minimum overhang of 1 foot. Such structures shall be architecturally compatible with and shall be the same color as the main residence. Cement floor must be poured within 3 years of occupancy.

(h) **Driveways:** All lots must have a hard surface driveway at least 16' wide, with a 20' culvert, within 2 years of occupancy.

(i) **Fences:** No fences shall be built between the street and the front of the house, and fences elsewhere shall not exceed five feet in height except around tennis courts. All fencing and/or screening shall be made of materials which are architecturally compatible with the main residence, specifically excluding chain link fence, cyclone fencing, snow fencing and plywood.

(j) **Water wells and septic systems:** All water wells and septic systems shall be the responsibility of the new owner, and must be approved by the Lenawee County Health Department. All septic tanks serving units in the project shall be pumped out at least every five (5) years by their respective owners.

(k) **Exterior Lighting:** Individual exterior yard lights shall be prohibited in the front yards of residences except as approved by Developer, unless less than three (3) feet in height.

(l) **Basements:** Basements are required for all homes. All basements and below ground foundations shall utilize poured ready-mix concrete construction, cement block or permanent wood foundations to Boca code.

(m) **Vacant Lots:** Owners of vacant lots must keep their grass and the easement between their lots and the street at a maximum of 12 inches.

Section 2 Architectural Control

(a) No dwelling, structure or other improvement shall be constructed on a lot within the property, nor shall any exterior modification be made to any existing dwelling, structure or improvement, unless plans and specifications therefore containing such detail as the Developer (or the owners) may reasonably request have first been approved by the Developer or a majority of the lot owners in the Development with one vote per lot.

The Developer shall have the right to refuse to approve any such plans or specifications or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, proposed exterior materials (which may include wood, brick, vinyl and

stone) and exterior colors shall blend in with existing residences and the natural surroundings (stains or paints will be encouraged which accent interesting features of residences), the site upon which it is proposed to be construction, the location of the dwelling within each unit, and the degree of harmony thereof with the Subdivision as a whole. No doublewides or modular residences will be permitted. The purpose of this Section is to assure the continued maintenance of the property as a beautiful and harmonious residential development, and shall be binding upon both the Developer and all lot owners.

(b) An owner proposing construction of his lot must review one complete set of house plans with the Developer or the owners. Plans must include (1) all exterior elevations specifying exterior construction materials, (2) floor plans, (3) foundation plan and (4) site development plan. House plans must have Developer approval before construction may begin. Such approval will be given or denied within one week of date plans are submitted to Developer. Once plans are approved, any changes that significantly alter the exterior of the house or the site as originally proposed, or conflict with any clause contained in these Restrictions must be approved by the Developer. (Also see Section 9.)

(c) Construction of any dwelling or other improvements must also receive any necessary approvals from the local public authority.

Section 3 **Vehicles**

No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all-terrain vehicles, snowmobiles, snowmobile trailers, or vehicles other than automobiles or vehicles used primarily for general personal transportation purposes may be parked or stored upon the premises, unless parked in the garage with the door closed, or within the fencing guidelines, out of sight.

No inoperative vehicles of any type may be brought or stored upon the premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the property except while making deliveries or pickups in the normal course of business. Use of motorized vehicles anywhere on the premises, other than passenger cars and snowmobiles, authorized maintenance vehicles and commercial vehicles as provided in this Section 3, is absolutely prohibited. Motorcycles may be used for access to and from residences.

Section 4 **Advertising**

No signs or other advertising devised larger than 12" x 15" shall be displayed which are visible from the exterior of a unit or on the common elements, excluding the "For Sale" signs, and non-permanent garage or yard sale signs.

Section 5
Activities

No noxious, unlawful acts or offensive activity shall be carried on any lot or upon the common areas, nor shall anything be done which may be or become an annoyance or a nuisance to the owners of the property. No unreasonable noisy activity shall occur on any lot at any time.

Section 6
Pets

Subject to the provisions of this Section, owners shall be entitled to keep pets of a domestic nature within their units. No agricultural (or animals of like kind) shall be allowed. No pets or animal may be kept or bred for any commercial purposes. Pets shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. Each owner shall be responsible for collection and disposition of all fecal matter disposed by a pet maintained by such owner. No dog which barks and can be heard on any frequent or continuing bases shall be kept. No home shall have more than two (2) cats or more than two (2) dogs.

Section 7
Landscaping

No owner shall construct, or cause to be constructed, any fence of any nature upon his lot without the prior written approval of the Developer. No owner shall perform any landscaping or remove, trim or plant any trees, shrubs or flowers or place any ornamental materials within five (5) feet of the exterior boundary line of his lot. Basic landscaping, including finish grading, seeding or sodding, must be completed within one (1) year after date of occupancy. The owner of each unit shall develop a landscape treatment which will tend to enhance, compliment and harmonize with adjacent property. New planting shall compliment and enhance the character of the existing vegetation, topography and structures. Each owner shall have the responsibility to maintain the grounds of his lot, including the mowing of grass, removal of weeds, and proper trimming of bushes and trees. If the Developer shall receive complaints from other owners regarding lack of maintenance of the grounds of a lot, then, and in that event, it shall have the right and duty to have such maintenance of the grounds of the lot performed as the Developer shall determine as being reasonable, and the charge therefore shall become a lien upon the lot.

Section 8
Reserved Rights of Developer

Enforcement by Restrictions: The Property shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private residential community for the benefit of the owners and all persons interested in the property. The lot owners shall have the right to enforce these restrictions.

Section 9
Violations

In addition to other remedies set forth herein, violations of any restrictions or condition or breach of any covenant or agreement herein contained shall give the lot owner or owners, in addition to all remedies provided by law, the right to enter upon the land as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, sign, thing or condition that may be or exist contrary to the intent and meaning of the provision hereof, and the lot owner or owners shall not hereby be deemed guilty of any manner of trespass for such entry abatement or removal.

Section 10
Term of Restrictions and Amendment

All the provisions, restrictions, conditions, covenants, agreements and charges herein contained in Sections 1 thru 9 shall continue in force until January 1, 2027 and shall automatically be continued thereafter for successive periods of ten (10) years each, provided, however, that within 120 days from the beginning of each ten (10) year continuation period, the owners of the fee of two-thirds (2/3) or more of the lots may release all or part of said lots from all or any portion of these restrictions, or otherwise amend these restrictions, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes, and recording the same in the office of the Register of Deed for Lenawee County.

Section 11
Severability

Invalidation of any of the covenants, limitations or provisions of this Declaration by judgment or court order shall in no way affect any of the remaining provisions hereof, and the same shall continue in full force and effect.

Section 12
Health Department Restrictions

The Restrictions listed as items 1 thru 8 as follows shall continue in perpetuity from the date these restrictions are recorded in the office of the Register of Deeds for Lenawee County, Michigan, excluded from any time limitations set forth in the declaration, and may not be amended.

- (1) Development shall be limited to construction of single-family homes.
- (2) Each home shall be served by an onsite sewage disposal system, located on the home owners property.
- (3) Each home shall be served by an individual well water supply located on the home owners property.

- (4) Each lot utilizing an individual onsite sewage disposal system and/or well water supply is subject to review by the Lenawee County Health Department. Each property owner shall demonstrate compliance with Lenawee County Health Department requirements before construction permit(s) are issued. Permits for construction of well and/or onsite sewage disposal systems shall be obtained from the Lenawee County Health Department prior to securing a building permit.
- (5) Lot 2 and lot 3 will require excavation to soils at four to five feet below grade and backfill with 2NS sand to an elevation 18 to 21 inches above parent (existing) grade. This would elevate the final cover of the drainfield area 38 to 43 inches above the parent grade.
- (6) Wells shall:
 - (a) be finished below a depth of 58';
 - (b) penetrate a impervious clay layer of 10' feet thick; and
 - (c) be isolated 50' or more from onsite sewage disposal system.
- (7) If a well drilling contractor drills below 250' without obtaining adequate quantities of water and the depth is verified by the Lenawee County Health Department, the department may approve other specifications meeting criteria established by the Michigan Department of Environmental Quality for well in Michigan Subdivisions.
- (8) Health Department restrictions shall run with the land and shall be binding upon all owners.

In addition to the eight (8) listed restrictions, due to the level of hardness of water test samples taken test wells on this property, the following advisors are being listed:

Results of the partial chemical analyses of water from test wells in the Preliminary Plat of High Country Estates for water hardness measured as CaCo3 were between 177 and 255 mg/l. The Secondary Maximum Contaminate Level for hardness is 250 mg/l. A Secondary Maximum Contaminate Level is a suggested non-enforceable limit for parameters found in drinking water that may affect the aesthetic qualities and the public's acceptance of drinking water.

Water Hardness is primarily due to calcium and magnesium carbonates and bicarbonates, calcium, sulfate, calcium chloride, magnesium sulfate and magnesium chlorides. Generally water softer than 50 mg/l is corrosive, whereas water harder than 80mg/l leads to use of more soap. Excessive hardness leads to boiler scale deposits in pipes, heaters, boilers, reducing thermal efficiency and eventually plugging piping. Hardness may be treated by installation of a water softener.

Restrictions approved for Section 12 items 1 thru 8

Lenawee County Health Department
Environmental Health Department



Paul Nelson, Director



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Register of Deeds, Lenawee Co REST 38.00

IN WITNESS WHEREOF, Naomi R. Spohr, Trustee of the Naomi R. Spohr Living Trust as Recorded in Liber 2345, Page 681 has caused this instrument to be executed this 23 day of May 2007.

Naomi R. Spohr
 Naomi R. Spohr, Trustee of
 Naomi R. Spohr Living Trust, Liber 2345, Page 681
 4400 W. Holloway Road
 Adrian, Michigan 49221

STATE OF MICHIGAN)
)
) ss.
) COUNTY OF LENA WEE)

On this 23 day of May, 2007, before me, a Notary Public, in and for said county, personally appeared Naomi R. Spohr, Trustee of the Naomi R. Spohr Living Trust known to me to be the person who executed the foregoing instrument as her free act and deed.

Steven A. Young
 Steven A. Young, Notary Public
 Lenawee County, Michigan
 My Commission Expires: 4/16/2013



Prepared By:
 Steven A. Young, President
 Associated Engineers & Surveyors, Inc.
 237 N. Main Street
 Adrian, MI 49221
 Telephone (517) 263-4515

When Recorded Return To:
 Lee W. Spohr, Trustee of the
 Lee W. Spohr Living Trust
 4400 Holloway Road
 Adrian, MI 49221