

Weyonker

PINECREST ESTATES SUBDIVISION

DECLARATION OF RESTRICTIONS AND COVENANTS

THIS DECLARATION OF RESTRICTIONS made this 24th day of JULY, 1991, by ROBERT N. JEANNOTTE, DOLORES M. JEANNOTTE, his wife, and CLARENCE R. CHAREST, a single man, hereinafter collectively referred to as the "Grantor".

WHEREAS, Grantor has subdivided a certain parcel of real property located in the Township of Salem, County of Washtenaw and State of Michigan into residential lots, which subdivision is called "Pinecrest Estates Subdivision", an exact legal description of each of said lots covered by this Agreement is attached hereto as Exhibit "A", and

WHEREAS, it is the purpose and intention of this Declaration that all the lots as subdivided shall be conveyed by the Grantor, subject to reservations, easements, building and use restrictions in order to establish a general plan in a form of restrictions in respect to said subdivision and to insure the residential purposes of said lots and to secure for each lot owner, full benefits and enjoyment of his residence, and to preserve the general character of the subdivision.

NOW, THEREFORE, it is hereby declared that the following general restrictions are covenants binding upon the property as described and on each of the owners thereof, their heirs, personal representatives, successors and assigns of the Grantor and the Grantees of all individual lots in said subdivision for the period of time as set forth in this Declaration.

1. Residential Lots. All lots shall be used for residential purposes only, one single family residence may be erected on each lot as subdivided or which may be resubdivided pursuant to these restrictions. "Single family residence" is meant to include a condominium, if applicable.

2. Minimum Floor Space. No dwelling shall be placed or erected on any lot or building site which has livable floor space

Ex "C"

of less than two thousand (2,000 sq. ft) square feet for a one story residence. Dwellings of one and one-half stories or more shall have minimum level floor space of not less than two thousand four hundred (2,400 sq. ft.) square feet. Livable floor space as used herein shall include actual area within the inner surface of the outside walls and shall not include any garage, carport, basement, unheated porches, breezeways or entrances.

3. Building Location and Completion. No building shall be erected nearer than fifty (50') feet to the front lot line of any building site, or nearer than twenty (20') feet to a side lot line, or nearer than thirty (30') feet to the sideline of any corner. No building shall be located on any lot nearer than fifty (50') feet to the rear lot line.

The building lines and setbacks provided herein may be waived by written consent of the Grantor. All construction must be completed within twelve (12) months of the issuance of the building permit.

4. Lot Size. Lots may be enlarged by consolidation with one or more adjoining lots under one (1) ownership. A lot may be divided provided that the resulting lots shall not be less than two (2) acres in area. A dwelling shall not be erected or placed on any lot having the width of less than one hundred-fifty (150') feet at the minimum building setback line, with the exception of Parcel "U".

5. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear ten (10') feet of each parcel and over the front twelve (12') feet of each parcel, and over Pinecrest Estates Drive which is sixty-six (66') feet in width. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, of which may change the direction of flow of drainage channels in the easements, or

which may obstruct or retard the flow of water through drainage channels in easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

6. Trees and Soil. No trees exceeding six (6") inches in diameter shall be removed or cut, nor shall surface soil be dug or removed from any lot for purposes other than building and landscaping of said lot, without prior consent of the Grantor or their authorized representatives.

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

8. Temporary Structures. Trailers, tents, shacks, tool sheds, or any buildings of temporary design whatsoever are expressly prohibited within this subdivision and no temporary residence shall be permitted in an unfinished residential building. This shall not prevent the erection of a temporary storage building for materials and supplies to be used in the construction of a dwelling, which shall be removed from the premises on completion of the building, and shall not prevent use by any builder or contractor of trailers for material storage or model offices during the period of construction in the subdivision, provided the same shall be removed at the time of completion of such construction.

9. Signs No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five (5 sq. ft.) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Such signs as allowed must be maintained in good conditions at all times and removed on the

termination of their use.

10. Garbage and Refuse Disposal. All trash, refuse, garbage, or other waste shall not be kept other than in sanitary containers, properly concealed from public view. There shall be no outside storage for rubbish, garbage or refuse.

11. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot.

12. Swimming Pools. Underground swimming pools or other permitted underground structures may be installed, when approved, in writing, by the Grantor as to the size, location, materials and types of construction. Any such installations must be maintained in a safe and sanitary condition provided that such approval shall not be unreasonably denied by the Grantor. No free-standing above-ground-level swimming pools will be permitted under any circumstances.

13. Landscaping. Basic landscaping, including finished grading, seeding or sodding must be completed on any lot within nine (9) months after date of occupancy of the residence.

14. Water Supply and Sewage Disposal. No individual water-supply system or sewage disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Township of Salem, County of Washtenaw and State of Michigan and proper permits have been obtained.

15. Fences. No decorative or protective fences shall be erected unless they have been first approved by the Architectural Control Committee who shall have the right to determine whether or not a fence may be erected, its location and the type of fencing to be allowed.

16. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except horses, dogs, and cats or any other household pet may be

kept, provided that they are not kept, bred or maintained for any commercial purposes.

17. General Conditions.

(a) No trailers, boats, boat trailers, campers, motor homes, trucks, vans or commercial vehicles, other than those present on business, may be parked in the subdivision, except within a garage, the erection of which has been approved by the Architectural Control Committee.

(b) All mail boxes shall be located uniformly with reference to the dwellings in accordance with post office requirements.

(c) Garage doors shall be kept closed, except as necessary for normal garage use, maintenance and cleaning.

(d) All garages whether or not they are attached to a residence shall have side entrances and shall not have the entrance to same open on Pinecrest Estates Drive.

18. Architectural Control.

(a) No building or other structure shall be commenced, erected or maintained or any addition to, or change or alteration to any structure be made, except interior alterations, until plans and specifications, prepared by a competent certified and registered architect showing the nature, kind, shape, elevation, facade, height and materials, color scheme, location and set-back on the lot and approximate cost of such structure has been submitted to and approved in writing by the Architectural Control Committee. All single story residences must use at least 80% brick or stone on the exterior. All others must have at least 55% brick or stone on the exterior on said residence.

(b) The Architectural Control Committee shall have the right to refuse to approve any such plans and specifications which are not suitable or desirable in their opinion for aesthetic or other reasons; and the Architectural Control Committee in determining whether or not to approve said

plans, shall have the right to take into consideration the suitability of the proposed building to the site upon which it is proposed, and further the effect it will have upon the adjacent or neighboring properties. It is understood and agreed that the purposed of this provision is to cause each residential site to be developed into a beautiful, harmonious, private residential lot and for the subdivision to develop in accordance with the intent of the Architectural Control Committee as set forth herein. All decisions of the Architectural Control Committee are final.

(c) The Architectural Control Committee shall have a period of sixty (60) days from the date they have been delivered to it to approve or disapproval the plans as delivered, and in the event they are not disapproved within said period of time, no approval shall be required, provided the plans and location on the lot conform to and are in harmony with existing structions of the subdivision, these restrictions and any zoning laws applicable thereto.

(d) In the event there is a dispute between the two members of the Architectural Control Committee and the members are not able to resolve the dispute between themselves, then an AIA Architect mutually acceptable to both members, will be appointed to resolve the dispute. In the event that the two members are unable to agree upon the designation of an AIA Architect, then the parties shall select an Arbitrator in a random fashion from an equal number of proposed AIA Architects submitted by each member.

(e) The Grantor does hereby designate ROBERT N. JEANNOTTE and CLARENCE R. CHAREST or their assigns to be the Architectual Control Committee in charge of enforcing, approving or disapproving any plans as submitted in accordance with this Paragraph 18. The Committee may designate a representative to act for them at any time, and in the event of the death or

resignation of any member of the Committee, the remaining Committee member shall have full authority to designate a successor.

19. Homeowners Association.

(a) The homeowners of each of the lots as subdivided shall create the "Pinecrest Estates Subdivision Homeowners Association," a Michigan non-profit association. Membership in the Association by all lot owners shall be mandatory and shall consist of the owner of each lot or approved building site and any successive owner of a residential lot or approved building site in Pinecrest Estates Subdivision. After the Grantor has transferred any and all rights, privileges and duties of supervision and control of the Association to the successive owners in accordance with Paragraph 22 herein, the owners of each lot or approved building site shall be entitled to one vote in the election of the Association's officers and directors as well as the conduct of other Association business in accordance with its By-Laws. The purpose of the Association shall be the maintenance and beautification of the entryway to the subdivision and of Pinecrest Estates Drive, and conducting of such other Association business as shall be permitted by its By-Laws. It is specifically understood that the Homeowners Association shall be authorized to make any improvements to the entry way and to Pine Crest Estates Drive which may include the paving of Pine Crest Estates Drive, as shall be determined by a majority vote of the individual lot owners. Each lot owner shall be entitled to one vote. It is understood that in the event any lot has been divided pursuant to these restrictions, the owner of any building site shall also be a member of this Association.

(b) All of the lots included in said subdivision and any building site as approved, shall be subject to an annual dues, charged at a rate to be established from year-to-year by

the Association, nowever said annual dues shall not be less than Fifty (\$50.00) Dollars per year. Grantor shall not be obligated to pay more than one-half (1/2) of the fees, dues or assessments to the Association which would otherwise be owed by a lot owner, as long as tney are the owners of any lot or lots or buildings as contained ttherein.

(c) Dues of tne Association shall be collected prior to April 1 of each year from all lot owners of record as of January 1 of each year.

(d) The Association shall have the authority to establish rules, regulations and policies for the betterment of the Association, including the authority to make and enforce regulations pertaining to the use and maintenance of the entryway and right-of-way areas which shall be binding upon the lot owners. The Association shall have a lien against each lot or building site as approved to enforce the collection of dues not paid by April 1 of each year. Any such sums assessed against the owner of lot or building site by the Association shall constitute a lien on the property. Notice of said lien shall be recorded in tne office of the Register of Deeds for Wasntenaw County and served on the owner at least ten (10) days in advance of the commencement of any foreclosing proceedings whnch notice may be given by first-class mail. Said lien shall contain a power-of-sale and shall be foreclosed in accordance with the laws regulating the foreclosure by advertisement of real estate mortgages.

(e) Dues of the Association shall be used for the purposes of administering the business of the Association, to maintain tne entryway and for the maintenance of Pinecrest Estates Drive. In the event the dues as collected are insufficient for tne proper maintenance of Pinecrest Estates Drive whnch maintenance shall include grading, regravelling, necessary servicing and snow removal, tne Association Board of

Directors shall have the right to determine a special assessment against each parcel or building site of not more than One Hundred (\$100.00) Dollars during any calendar year.

20. Term of Restrictions. All of the restrictions, conditions, covenants, charges and agreements contained herein shall continue in full-force and effect for a period of thirty (30) years from the date of recording hereof and shall automatically be continued thereafter for successive periods of ten (10) years each, provided however, that anytime from and after ten (10) years from this date, the owners of the fee of two-thirds ($2/3$) or more of the lots or building sites of the parcel as subdivided may release all or part of of said lots from all or any portion of these restrictions, except those relative to maintaining the entryway and Pinecrest Estates Drive by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and recording the same in the office of the Register of Deeds for Washtenaw County.

21. Enforcement. The Grantor, the Associations, or any individual lot owner shall be entitled to enforce any of the provisions contained herein. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant contained herein. Failure to enforce any of the covenants herein contained shall in no event be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto.

22. Assignment of Grantor's Rights. At any time after the Grantor has sold fifty (50%) percent of the lots in the said subdivision and homes have been constructed on fifty (50%) percent of the lots, the Grantor may, and after construction has been completed on ninety (90%) percent of such lots, Grantor shall assign or transfer all of its rights, privileges, duties of supervision and control in connection with these restrictions

which are reserved herein to the Grantor, to the Association upon the execution and recording of an appropriate instrument assigning such rights, said Association shall thereafter have and exercise all rights reserved to the Grantor, and the Grantor shall be fully released and discharged from further obligations and responsibilities in connection therewith. Grantor does hereby reserve the right of Architectural Control as provided under Paragraph 18 until such time as construction has been completed on all of the original lots as subdivided.

23. Grantor reserves the right by written instrument, signed, acknowledged and recorded with the Washtenaw County Register of Deeds, to modify, amend, restate, waive or repeal any or all of the provisions herein contained, with respect to all or any particular lot within the subdivision. All such modifications, amendment restatements, waivers or repeals may be retroactive to the date hereof. This right may not be assigned by the Grantor.

24. Severability. Invalidation of any one of these declarations by judgment or court order shall in no way effect any of the other provisions contained herein and they shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto executed their hands and seals on the day and year first above written.

WITNESSES:

Suzanne L. Thomason
SUZANNE L. THOMASON

Samantha R. Wall
Samantha R. Wall

Catherine J. Harris
Catherine J. Harris

Robert N. Jeannotte
ROBERT N. JEANNOTTE

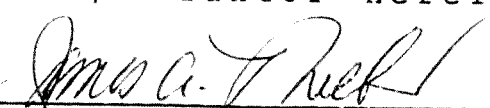
Dolores M. Jeannotte
DOLORES M. JEANNOTTE

Clarence R. Charest
CLARENCE R. CHAREST

STATE OF MICHIGAN)
COUNTY OF WAYNE) SS.

The foregoing instrument was acknowledged before me this 24th day of JULY, 1991, by ROBERT N. JEANNOTTE and DOLORES M. JEANNOTTE, his wife, Grantor herein.

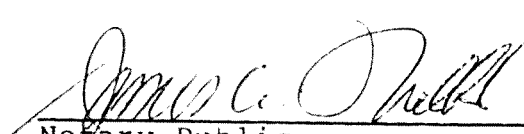
JAMES A. MILLER
Notary Public, Wayne County, MI
My Commission Expires April 7, 1992


Notary Public

STATE OF MICHIGAN)
COUNTY OF WAYNE) SS.

The foregoing instrument was acknowledged before me this 24th day of JULY, 1991, by CLARENCE R. CHAREST, Grantor herein.

JAMES A. MILLER
- Notary Public, Wayne County, MI
My Commission Expires April 7, 1992


Notary Public

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