

A-49361

DECLARATION OF RESTRICTIVE COVENANTS

REGISTER'S OFFICE
GOCEBIC COUNTY, MICH.
Received for Record Feb. 8, 1972
at 11:00 o'clock am
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Louis McDonald
Register of Deeds.

INDIAN HILLS SUBDIVISION
Wakefield Township, Gogebic County, Michigan

INDIANHEAD SKI CORPORATION, a Delaware corporation of Wakefield, Michigan, by Marilou English, President and Paul G. Karow, Assistant Secretary, for itself, its successors and assigns, being the Proprietor of that subdivision or plat of INDIAN HILLS SUBDIVISION, (and, together with any successors or assigns specifically designated as Proprietor hereafter, will herein be collectively called "Proprietors") being a part of the North 1/2 of the Southeast 1/4 of Section 6 and a part of the Northwest 1/4 of the Southwest 1/4 of Section 5, both in Town 47 North, Range 45 West, Wakefield Township, Gogebic County, Michigan, being desirous of protecting property values of the lots in said plat and providing for the quiet and peaceful enjoyment thereof by lot owners as desirable residential properties,

HEREBY DECLARES, CONVEYS and IMPOSES the following restrictions, reservations, easements and covenants upon said plat and each and every lot therein contained and each such lot shall hereafter be held, transferred, sold, conveyed and occupied subject to the following covenants, restrictions, easements, charges and liens hereinafter set forth and sometimes hereinafter all referred to as "restrictive covenants".

1. USE -- Subject to the reservations and restrictions set forth herein, each lot in the subdivision shall be used for residential purposes only and not for any commercial or manufacturing purpose. No trailer, mobile home or temporary structure shall be occupied upon any lot at any time. Lot 45 may, at any time hereafter, as determined

by Proprietor, be sold or developed as a multiple family residential site for condominium cooperative or rental and may at any time hereafter be divided or dedicated to or otherwise put to any such multi-family or any commercial usages, or any combination thereof, at the absolute discretion of Proprietor, its successors, heirs and assigns.

2. BUILDING REQUIREMENTS AND LIMITATIONS -- No building or other structure (including fences, screens, poles, towers and signs, but not limited to this enumeration) shall be erected, placed upon, constructed or altered on any lot in the subdivision unless comprehensive plans and specifications therefor have been approved in writing by the Proprietor prior to the commencement of such erection, placement, construction or alteration. The Proprietor may delegate the right and responsibility of approving of such plans and specifications to an architectural control committee of at least three members, by recording an affidavit stating such delegation, naming the committee and referring to these restrictions. At least two-thirds of the members of such committee shall be owners of lots in the subdivision. In the event the plans are not disapproved in writing within 20 days of submission, they will be deemed approved subject however to the following minimum standards:

- (a) All dwellings shall have a minimum enclosed living area of 800 square feet above grade with not less than 480 feet thereof on the floor at grade level and no below grade floor area counted toward said minimum 800 square feet. Interior ceiling height of rooms on the floor at grade level shall be not less than seven feet in height.
- (b) All construction materials must be new and the exterior of all buildings must be completed within six months after start of construction.

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- (c) All structures must have private, inside bathroom facilities.
- (d) Exterior surfaces must be finished or painted.
- (e) Any garage or utility structure must conform in appearance to the residence structure.
- (f) Septic tanks or other devices for the sanitary disposal of waste shall be installed in compliance with Michigan Health Department Regulations. A permit to construct any on-site sewage system shall be secured from the Western Upper Peninsula District Health Department before any building construction commences on any lot in this subdivision.
- (g) All wells installed in this plat shall be installed under permit from the Western Upper Peninsula District Health Department. There will be no driven wells or springs used for water supplies in this subdivision.
- (h) No unsightly receptacle for the storage or disposal of garbage or trash shall be placed on a lot.
- (i) Multiple family dwellings and commercial structures which may be constructed on Lot 45 need not comply with subparagraph (a), above, but shall comply with all requirements reasonably imposed by Proprietor regarding size, setback, construction, exterior materials and use or uses; and, any delegation by Proprietor to an architectural control committee of approval of construction of buildings within the plat shall not include authority or discretion to approve or disapprove any such commercial structures or multiple family structures unless such authority be specifically delegated with reference to this subparagraph.

3. SETBACK -- Any structure erected or placed on any lot in this subdivision shall be set back at least 25 feet from the front line and 10 feet from rear lot line and shall be set back from any side lot line at least 10 feet of the width of the lot at the building line. This subparagraph shall not apply to any structures erected on Lot 45, the setback upon which, if any, shall be governed by Proprietors in its absolute discretion.

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4. SIGNS -- For a period of five years from and after the date of the recording hereof, no for sale sign or advertising device of any kind shall be erected on any lot except on a new residence previously unoccupied which is offered for sale or rent by the Proprietor or a builder without the prior written consent of

Proprietor. Thereafter no sign of any kind shall be displayed to public view on any lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent or a sign used to advertise the property during the construction and sale period. All signs shall be located within the building setback lines as defined herein. This section shall not apply to Proprietor. Entrance upon any lot for removal of such violation shall not be regarded as trespass. This paragraph shall not apply to any commercial or multi-family structures nor shall it apply to any for sale or for rent signs erected by Proprietors upon any lot or portion of any lot or portion of any multiple family or commercial structure.

5. EASEMENTS -- In addition to easements as shown on the Plat of Indian Hills, easements for the installation and maintenance of public utilities or drainage facilities are reserved along and within 5 feet of all rear, front and side lot lines in this subdivision. Easements are hereby reserved in the above described easements and also in those shown upon said Plat, 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.

If an owner of two adjoining lots erects a building so that the building sets on the common lot line, sideline easements and setbacks mentioned above shall be inoperative as to the line upon which the building is erected unless a utility line is installed prior to the commencement of construction of such building.

6. ANIMALS AND POULTRY -- No animals, livestock, or poultry

of any kind shall be kept on any lot except that dogs, cats or other household pets may be kept provided that they are not bred or maintained for any commercial purpose, or allowed to annoy neighbors.

7. GARBAGE AND REFUSE DISPOSAL -- No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste except in sanitary containers. No weeds shall be permitted on any lot and all lots shall be mowed. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition, and suitably screened from view from streets and other lots. Should any lot owner fail to maintain his lot in a neat and orderly manner including all buildings thereon or should he permit weeds to grow thereon or trash to remain thereon or should he fail to cut the grass thereon at least annually, either the Proprietor or architectural control committee may cause such action to be taken with respect thereto or shall place the lot in at least as good a condition and sightly appearance as then prevailing on the majority of lots in the subdivision as the average condition and sightliness of such majority.

8. AMENDMENT -- The intent of these restrictive covenants 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 and thereby to secure to each property owner the full benefits and enjoyment 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. This declaration may be amended at any time hereafter by recording such amendment executed by or on behalf of the owners of two-thirds of the lots in the subdivision and by or on behalf

of at least one of the co-partners of the Proprietor if Proprietor or such co-partner then owns any interest in any lot in the subdivision. In ascertaining the number of owners assenting to any such amendatory instrument, persons having the power to convey the fee simply in a given lot shall constitute a unit having a single vote.

9. UTILITIES -- All lots in the subdivision shall utilize underground electrical, telephone and other utility services and no overhead service will be provided or allowed. Fuel oil and bottled gas tanks will either be buried or located within a suitable building structure approved by Proprietor or the architectural control committee.

10. TEEPEE PARK -- The triangular parcel of land bounded by Crazy Horse Court and Sun Dance Drive denominated "Teepee Park" is hereby dedicated as a private park for the exclusive enjoyment of owners of lots in the subdivision and their specifically invited guests.

11. COVENANTS SHALL RUN WITH THE LAND AND TERM -- These covenants shall run with the land and shall be binding on all parties claiming under them for a period of 25 years and shall be extended for successive periods of ten years unless and prior to the expiration of the original term or any renewal 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. These restrictive covenants and each of them shall be and hereafter remain enforceable by

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action for specific performance, abatement of a nuisance, damages or otherwise, by Proprietor, its successors and assigns and by the owner of any lot in the subdivision in any way affected by any violation of any provision hereof. Invalidation of any one of these covenants by judgment or other court order shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

Witness:

Roger R. Dibble
Roger R. Dibble

Ronald E. Vincent
Ronald E. Vincent

INDIANHEAD SKI CORPORATION,
a Delaware corporation

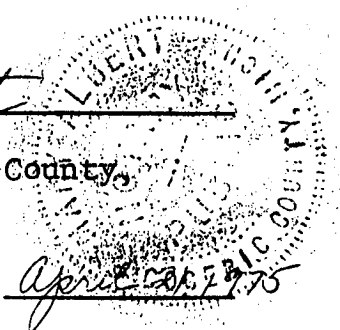
By Marilou English
Marilou English, President

and Paul G. Karow
Paul G. Karow, Assistant Secretary

STATE OF MICHIGAN)
)ss.
COUNTY OF GOGEBIC)

On this 13th day of December, 1971, personally appeared before me Marilou English and Paul G. Karow, who each for himself stated that they were respectively the president and assistant secretary of Indianhead Ski Corporation, a Delaware corporation, and each acknowledged the foregoing to be the free act and deed of said corporation.

Mary Albert
Notary Public, Gogebic County,
Michigan.
My Commission expires: April 20, 1975



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