

**KALKASKA WEST – PHASE I**  
**COVENANTS AND RESTRICTIONS**

**THESE KALKASKA WEST – Phase I (Lots 1 through 13) COVENANTS AND RESTRICTIONS** are made and executed as of this 15th day of July, 2007 by ARBOR INVESTMENT COMPANY, a Michigan Co-Partnership (hereinafter referred to as the "Developer") of 830 South Cedar Street, P.O. Box 1138, Kalkaska, Michigan 49646.

**WHEREAS**, the Developer has developed certain property located in that part of Section 18, Town 27 North, Range 7 West, Township of Kalkaska, County of Kalkaska, Michigan, more particularly described in Addendum "A" attached hereto and in that certain Certificate of Survey recorded under Reception Number 3077981, Kalkaska County Records (hereinafter referred to as "KALKASKA WEST – PHASE I", the "Land", "Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13" or "lots" collectively and individually as a "lot"); and

**NOW, THEREFORE**, in consideration of the premises and the rights reserved herein, the undersigned hereby places and imposes upon Lots 1 through 13 the following restrictions which shall run with the land and shall bind and inure to the benefit of the current and future owners of said lots and their respective successors and assigns, and their respective heirs, successors and assigns:

**1. SCOPE OF RESTRICTIONS**

These restrictions shall be in addition to any and all governmental restrictions applicable to the Land.

**2. USE OF PROPERTY**

The purpose of these restrictions is to ensure the use of the Land for attractive residential purposes only, to prevent nuisances, and to prevent the impairment of the attractiveness of the Land, and thereby to secure to each owner the full benefit and enjoyment of his real estate. No lot shall be used for other than single-family residential purposes. Accordingly, all lots shall be known and described as single-family residential lots. No structures shall be erected or placed on any lot other than one single-family dwelling, to be occupied by one family, and accessory buildings and uses customarily incidental to residential use. No home occupation usage or signage, or other such commercial usage of the lots, is permitted.



3. **AMENDMENTS**

These restrictions may be amended from time to time, by the execution and recording of an instrument in writing agreeing to change these Amended and Restated Covenants and Restrictions, signed:

- a. By the Developer, until such time as the Developer has conveyed to others lots exceeding fifty percent of the total number of lots comprising the Land, and thereafter:
- b. By at least two-thirds of the then fee owners of record of all lots comprising the Land.

4. **ARCHITECTURAL COMMITTEE**

No building, structure or fence shall be erected or altered on any parcel until the plans and specifications therefore and the location thereof have been approved in writing as to conformity and harmony of external design with existing structures on parcels comprising the Land, and as to location with respect to view, topography, and finished ground elevation, by an Architectural Committee of three members designated by the Developer. In the event such committee fails to approve or disapprove the design and location of such building, structure or fence within thirty days after plans and specifications therefore have been submitted to it, the requirements of this covenant shall be deemed to have been fully complied with by the applicant.

5. **TENANTS**

In the event that any lot shall be rented or leased, the terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of these Amended and Restated Covenants and Restrictions. The owner of any such lot shall be obligated to furnish his tenant or lessee with a copy of these Amended and Restated Covenants and Restrictions, and any amendments thereto, and said owner shall be responsible to ensure that such tenant or lessee abides by them.

6. **HOME SIZE**

No building shall be erected on any lot except a single private dwelling to be occupied by not more than one(1) family, for residential purposes only, with an attached two (2) (or more) car garage; the garage must be at least 22 feet by 24 feet (22' x 24'). Each single-story dwelling erected on a lot shall have minimum of one thousand two hundred (1,200) square feet of above grade, finished living area, excluding any garage, basement, porch, breezeway or entranceway. In the case of a multi-story building, the ground floor living area, shall have no less than one thousand (1,100) square feet of first floor area, and a total of no less than one thousand five hundred (1,500) square feet of area inclusive of all levels, excluding any garage, basement, porch, breezeway or entranceway. If a garage is not attached to the dwelling then the minimum width of the house is forty-four (44) feet.



**7. BUILDING TYPE EXCLUDED**

No mobile or manufactured homes or section type mobile homes, shall be erected on any lot within KALKASKA WEST - PHASE I Lots 1 through 13; all homes must be stick built. Further, no pole buildings of fabricated metal or additional cabins or other structures which can be used as a dwelling, either permanently or temporarily, other than a single residential house as defined by these covenants shall be placed, stored, occupied or maintained on any lot at any time, nor shall any structure of a temporary character or basement home be permitted on any lot.

**8. ROOF PITCHES**

All residential dwellings must have roof pitches that meet or exceed that of a 5/12 pitch (rise over run).

**9. EXTERIOR APPEARANCE AND MATERIALS**

All exteriors will be neutral in appearance, composed of natural wood, brick, stone, cement board and/or vinyl siding. All wood exteriors will be properly stained or painted. The exterior siding may be of such other textures that may be approved by the Committee. Colors will be natural, earth-tone hues with flat finishes preferred. No aluminum siding will be allowed except for such uses as gutters, trim and soffits.

**10. TIME FOR CONSTRUCTION AND LANDSCAPING**

All buildings, including those damaged by fire, shall have the exterior completed and the finish applied within one (1) year from the date of commencement of construction or the date of the fire. All landscaping must be completed within one (1) year of occupancy.

**11. ACCESSORY BUILDINGS AND SECOND GARAGES**

All accessory buildings must be sided and roofed with the similar materials and of similar color as the residential dwellings. Further, the roof pitch on all accessory buildings must meet or exceed that of the residential dwelling. One additional detached garage may be erected on any lot in addition to the required attached two (2) (or more) car garage and must meet the following standards. The garage must not exceed eight hundred ninety six (896) square feet; sidewalls greater than ten (10) feet; or eighteen (18) feet maximum height. All accessory buildings must be located behind the back building line of the single private dwelling. All other zoning ordinance setbacks and building code requirements must be met.

**12. STORAGE TANKS, SIGNS, SATELLITE RECEIVERS, AND ANTENNAS.**

- a. No underground storage tanks of any type shall be installed or maintained on any lot other than Health Department approved septic tanks.
- b. No sign of any kind shall be displayed to the public view on any lot, except as permitted by the then applicable zoning ordinance.



**13. UTILITY LINES**

All utility lines shall be underground. Lot owners shall arrange for and bear the cost of installation from their property line to the dwelling located thereon, for underground utility services and for connection of such services to said dwelling.

**14. DRIVEWAYS**

All residential dwellings must have hard surface driveways with connection of said dwelling to the private roadway known as "Washington Avenue NW." In addition an approved steel or plastic culvert must be installed in the ditch line paralleling the private roadway and have a diameter no less twelve (12") inches.

**15. RESERVED RIGHT TO DEDICATE ROADWAY**

The Developer, for itself and its successors and assigns, hereby explicitly reserves the right to dedicate the private roadway known as "Washington Avenue NW" to the public as a public road or roads without the consent of any of the owners of lots in Kalkaska West - Phase I. By virtue of taking title to a lot in Kalkaska West - Phase I, each lot owner consents and agrees that Developer may dedicate their private roadway as aforesaid without further notice or consent. Nothing herein shall obligate the Developer or a successor or assign to dedicate the roadways to the public as a public road.

**16. HUNTING AND SHOOTING**

No form of hunting shall be allowed on any lot.

**17. NUISANCES/ANIMALS**

No noxious or offensive trade or activity shall be carried out upon any lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood. Outside storage of junk, rubbish, trash, discarded furniture or non-operative motor vehicles upon any lot is prohibited. Garbage or refuse of any kind shall be promptly disposed of so as not to be objectionable to neighboring property owners. No outside storage for refuse or garbage shall be maintained or used unless the same shall be in sanitary containers with tight fitting covers of sufficiency to keep out animals, rodents, and insects. No animals or birds shall be maintained on any lot, other than ordinary household pets of the persons living on said lot, provided they are not kept, bred, or maintained for any commercial purpose or in unreasonable numbers. All animal life maintained on any lot shall have such provisions and care and control so as not to become offensive to neighbors or to the community on account of noise, odor, unsightliness, trespassing or any other reason.

**18. TEMPORARY USE/STRUCTURES**

Recreational trailers, campers, motor homes and tents may be placed and used short term on any lot, as permitted by local zoning regulations, provided they are not occupied as a residence.

**19. VIOLATIONS OF RESTRICTIONS**

An owner of any lot or authorized division thereof within the property comprising the Land shall have the right to bring any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant contained herein, either to prevent the violator from doing so or to recover damages for such violation. Should a court of law determine that a property owner violated a provision of these restrictions, then the violator shall pay the reasonable costs and attorney fees associated with bringing such cause of action against the violator.

**20. SEVERABILITY OF PROVISIONS**

Invalidation of any of the covenants, restrictions, conditions, and limitations contained herein, or in any amendments hereof, shall not in any way affect any of the other covenants, restrictions, conditions, or limitations contained herein or in any amendments hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has executed these KALKASKA WEST - PHASE I Covenants and Restrictions as of the day and year first above written.

**DEVELOPER:**

ARBOR INVESTMENT COMPANY,  
a Michigan Co-Partnership

By: Robert Burgin  
Robert Burgin

Its: Managing Partner

STATE OF MICHIGAN }  
County of Kalkaska }ss

On this 15th day of July, 2007, before me, a Notary Public in and for said County and State, personally appeared Robert Burgin, the Managing Partner of ARBOR INVESTMENT COMPANY, a Michigan Co-Partnership, to me personally known, who, being by me duly sworn, did say that he is the Managing Partner of said company, the Developer of said Land Division Act Project, and he acknowledged that he has executed said instrument as his free and voluntary act and deed on behalf of said company.

Kathleen M. Kitchen  
Kathleen M. Kitchen

Notary Public, County of: Antrim  
And State of Michigan  
My commission expires: April 12, 2008  
Acting in the County of: Kalkaska

INSTRUMENT DRAFTED BY: ROBERT BURGIN, NORTHERN LAND COMPANY BROKER  
BUSINESS ADDRESS: 830 S. CEDAR STREET, P.O. BOX 1138, KALKASKA, MICHIGAN, 49646

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