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WEXFORD COUNTY
REGISTRY

DECLARATION OF RESTRICTIVE COVENANTS
FOR
ANDERSON'S GITCHEGUMEE ESTATES

THIS DECLARATION made by BUCKLEY BUILDING COMPANY, a Michigan Corporation, Ronald L. Anderson, President, and Donald A. Boyce, Vice President and the DONALD A. BOYCE, Trustee of the DONALD A. BOYCE DECLARATION OF TRUST U/A DATED NOVEMBER 9, 1990, both of 4626 Old Plank Road, Milford, Michigan, 48381 and VILLAGE OF BUCKLEY, a Michigan Municipal Corporation, whose address is 205 E. Wexford Avenue, Buckley, Michigan 49620, as proprietors and/or developers of the real property described as ANDERSON'S GITCHEGUMEE ESTATES, a part of the Southeast One-quarter of Section 6, Town 24 North, Range 11 West, Village of Buckley, County of Wexford, State of Michigan, DO HEREBY IMPOSE UPON THE ABOVE DESCRIBED PROPERTY THESE RESTRICTIONS:

ARTICLE I: DEFINITIONS

SECTION 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, or a land contract vendee who is entitled by the terms of the contract to the use of possession of a Lot, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 2. "Property" shall mean and refer to that certain real property herein described above as ANDERSON'S GITCHEGUMEE ESTATES.

SECTION 3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property.

SECTION 4. "Proprietor" shall mean and refer to BUCKLEY BUILDING COMPANY, a Michigan Corporation, Ronald A. Anderson, President, and Donald A. Boyce, Vice President, and the DONALD A. BOYCE TRUST, Donald A. Boyce, Trustee, their heirs, successors and assigns and the VILLAGE OF BUCKLEY, a Michigan Corporation.

ARTICLE II: ARCHITECTURAL CONTROL COMMITTEE

SECTION 5. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered

on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. The Architectural Control Committee reserves the right to approve construction of a detached outbuildings so long as the exterior finishes of that detached building be identical to the approved exterior finishes of the home being built or having been built. No site improvements, buildings, fences or antennas shall be placed on any lot without prior approval by the Architectural Control Committee. No tree removal or earthwork shall commence without prior approval by the Architectural Control Committee.

SECTION 6. COMMITTEE MEMBERSHIP: The Architectural Control Committee is composed of Ronald L. Anderson and Donald A. Boyce. The committee may designate a representative to act for it. In the event of a death or resignation of any member of the committee, the remaining member(s) shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

SECTION 6. COMMITTEE MEMBERSHIP: The Architectural Control Committee is composed of Ronald L. Anderson and Donald A. Boyce. The committee may designate a representative to act for it. In the event of a death or resignation of any member of the committee, the remaining member(s) shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

SECTION 7. COMMITTEE PROCEDURE: The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 90 days after plans and specifications have been submitted to it or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. Applicants must obtain a written receipt for date of submittal of plans from an Architectural Control committee member or their duly appointed representative.

ARTICLE III: BUILDING AND USE RESTRICTIONS

SECTION 8. USE: No building shall be erected, altered or placed on any lot except single private family dwelling, a two car attached garage, and a detached storage building.

SECTION 9. BUILDING SITE: A building or site for the erection of a dwelling shall be at least one lot as shown on the plat and may consist of one lot as shown on the plat and a part or all of a contiguous lot or lots.

SECTION 10. SETBACK AND SIDE YARDS: Each dwelling shall be set back at least twenty-five (25) feet measured at right angles from nearest right-of-way line of street, at least ten (10) feet

measured at right angles from all lot or side lines, and at least thirty-five (35) feet measured at right angles from the rear lot line, and/or shall comply with the Village of Buckley zoning ordinances in effect at the time of construction, which ever being the most restrictive.

SECTION 11. SIZE AND TYPE OF DWELLINGS: A single story or raised ranch home shall have a first floor area of not less than 1000 square feet. A two story home shall have a total area of not less than 1400 square feet. A one and a half story home shall have a total area of not less than 1200 square feet. A tri-level or quad-level home shall have a total area of the two upper levels of not less than 1200 square feet. Garages, porches, decks and steps shall not be included in these minimums. The Architectural Control Committee shall define what constitutes a specific type of home.

SECTION 12. HEIGHT. No residential structure or part thereof shall be erected, altered or placed on any lot to a height exceeding two and one-half stories and/or thirty-five (35) feet from the average finished grade. Residential accessory buildings shall not exceed two (2) feet in height.

SECTION 13. COMPLETION. All dwellings must be completely finished within one (1) year from commencement of construction and no dwelling may be occupied until it is finished.

SECTION 14. LANDSCAPING: All yards must be seeded or sodded within one year upon completion of building and properly maintained thereafter.

SECTION 15. MOBILE HOMES: No mobile homes, section type mobile homes, trailers, campers, tents, cabins or other temporary dwellings shall be placed, stored, occupied or maintained on any lot. Recreational vehicles excluded.

SECTION 16. NUISANCE/GARBAGE AND REFUSE DISPOSAL. No activity shall be carried on which constitutes a nuisance. No lot shall be used or maintained as a dumping ground for rubbish. Trash garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

SECTION 17. SIGNS: No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet, excepting developer's signs, advertising property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

SECTION 18. OIL AND MINING OPERATIONS: No oil drilling, development operations, refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

SECTION 19. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes and do not create a nuisance.

SECTION 20. EASEMENTS: Easements for the installation and maintenance of public utilities, drainage or other purposes, shall be as shown on the recorded plat. Each Owner shall maintain the surface area of easements within such Owner's Lot, shall keep the area free of trash and debris, and shall take such action as may be necessary to eliminate surface erosion. Within these easements no structure, planting or other material shall be placed which may damage or interfere with the uses or purpose of said easements.

SECTION 21. GRADING AND DRAINAGE: No grading or drainage shall be done on any Lot that will alter the existing natural drainage courses unless approved by the required municipal or governmental authority.

SECTION 22. LAKE FRONT LOTS: The following restrictions shall pertain to all Lots having frontage on Lake Gitchegumee:

(A) No easement, license or other right of use of any kind shall be permitted on any lake front Lot for the purpose of use or access to Lake Gitchegumee for any person other than the lake front Lot Owner, occupants of an existing dwelling thereon, or their invited guests, excepting those easements legally in existence at the time of the plat recordation.

(B) All facilities for the purpose of docking or mooring of boats or other watercraft shall meet all current applicable zoning requirements and use restrictions.

SECTION 23. HEALTH DEPARTMENT REQUIREMENTS:

(A) No Lot shall be used for other than single family residential use.

(B) Permits for the installation of individual on-site sewage treatment systems for sewage disposal shall be obtained from the District Health Department No. 1.

(C) All dwellings shall be served by a potable water supply system. The installation of individual water well **SHALL BE PROHIBITED** on all Lots. Permits for the connection to the municipal water system shall be obtained from the District Health Health Department No. 1 and the Village of Buckley.

(D) The 100 year flood plain for Lake Gitchegumee has been determined by the Michigan Department of Environmental Quality, and is defined by an elevation of 1008.8 (NGVD of 1929).

(E) The public Health Department restrictions contained herein are to be observed in perpetuity, excluded from any time limitations set forth in this declaration and **MAY NOT** be amended.

SECTION 24. MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY:

(A) The 100 year flood plain for Lake Gitchegumee has been determined by the Michigan Department of Environmental Quality, under Subdivision Rule R560.303 of 1967 PA 288, as amended, and is defined by an elevation of 1008.8 (NGVD of 1929), and has been delineated on the final plat in

accordance with Section 138 of 1967 PA 288, as amended.

(B) No filling or occupation of the flood plain area shall take place without prior written approval from the Michigan Department of Environmental Quality.

(C) Any building used or capable of being used for residential purposes and occupancy within or affected by the flood plain area shall:

1) Have lower floors, excluding basements, not lower than the elevation of the contour defining the flood plain limits.

2) Have openings into the basement not lower than the elevation of the contour defining the flood plain limits.

3) Have basement walls and floors, below the elevation of the contour defining the flood plain limits, watertight and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the flood plain limits following methods and procedures outlined in Chapter 5, Type A construction and Chapter 6, for Class 2 loads found in Flood Proofing Regulations EP 1165 2 314 prepared by the Office of the Chief of Engineers, U.S. Army, Washington D.C., June 1972. Figure 5, page 14.5 of the regulations show typical foundation drainage and waterproofing details. This document is available, at no cost, from the Michigan Department of Environmental Quality, Land and Water Management Division, P. O. Box 30458, Lansing, Michigan 48909-7958, or Department of the Army, Corps of Engineers, Publication Depot, 890 E. Pickett, Alexandria, VA 22304.

4) Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building.

5) Be properly anchored to prevent floatation.

6) Comply with those other restrictions listed below or as may be required by the Michigan Department of Environmental Quality.

(D) The flood plain restrictions contained herein are to be observed in perpetuity, excluded from any time limitations set forth in this declaration and MAY NOT be amended.

(E) Under the provisions of the Wetland Protection Act of 1979 PA 203, permits for any construction in wet land areas will be required by the Michigan Department of Environmental Quality.

(F) Any proposed dredging, filling or placement of structures in any adjacent lake or stream will require a permit from the Michigan Department of Environmental Quality under the Inland Lakes and Streams Act of 1972 PA 346, as amended.

(G) A permit may be required for earth changing activities within 500 feet of any lake or stream, or greater than one (1) acre in area from the local enforcing agency of the Soil Erosion and

Sedimentation Control Act of 1972 PA 347.

SECTION 25. VILLAGE STREETS AND D.P.W. All driveway entrances and culverts, AND all water service line taps shall be placed as required by the Village of Buckley's Department of Public Works requirements.

SECTION 26. ZONING REQUIREMENTS: The plat of ANDERSON'S GITCHEGUMEE ESTATES is located with the jurisdiction of the Village of Buckley, County of Wexford, State of Michigan, and all Owners shall comply with those zoning ordinances in effect at the time of construction and/or possession of said lot.

ARTICLE IV: GENERAL PROVISIONS

SECTION 27. ENFORCEMENT AND SEVERABILITY: The Owner, shall have the right to enforce, by any proceeding at law or equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Proprietor, the Owner or by a Property Owner's Association to enforce any covenant shall in no event be deemed a waiver of the right to do so thereafter. If any of the foregoing covenants or restrictions are invalidated by judgment of a court, all of the remaining restrictions shall remain in full force and effect.

SECTION 28. AMENDMENTS: The covenants and restrictions of this declaration shall run with the land for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for three (3) successive periods of ten (10) years each. This declaration may be amended by an instrument ratified and signed by a four-fifths majority of the Lot Owners of record of the subject Property. No amendment shall be effective until it is recorded in the Wexford County Records. Those restrictions under ARTICLE III, SECTION 23 and SECTION 24 of this declaration, concerning the Wexford County Health Department and the Michigan Department of Environmental Quality requirements, ARE TO BE OBSERVED IN PERPETUITY are excluded from any time limitations set forth in this declaration, AND MAY NOT BE AMENDED.

SECTION 29. Each lot owner shall be a member of the Lake Gitchegumee Property Owner's Association, Inc., and shall be subject to all existing and annual charges as may be determined from time to time by the Lake Gitchegumee Property Owner's Association, Inc., its successors and assigns. Changes are due annually on the first day of March commencing in the second year following the date of this agreement. Its current annual membership fee is for the maintenance and unkeep of the various areas reserved for the use of the property owners, irrespective of whether the privileges of using said areas are exercised or not, and to maintain the dam, repairs, or any other thing beneficial to the general area.

Purchaser further agrees that the charges as herein set forth, shall be and constitute a debt and a lien in the nature of a mortgage which may be collected and/or foreclosed by suite in any court of competent jurisdiction, or otherwise; and that upon the

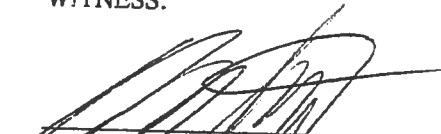
every successive owner and/or owners shall from the time of acquiring title as aforesaid to pay Lake Gitchegumee Property Owner's Association, Inc., its successors and assigns, all charges, past and/or future, as provided for in, and in strict accordance with, the terms and provisions hereof. All persons owning lots in said subdivision shall be a member of said Association.

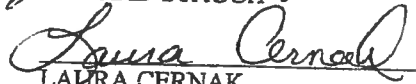
SECTION 30. CONFLICT: If a duly empowered agency imposes ordinances which would seem to be in conflict with the provisions herein contained, it is the intent of the Proprietor that which ever is more restrictive be applied.

SECTION 31. PRIOR RECORDED RESTRICTIONS: This Declaration of Restrictive Covenants supersede and replace the Declaration of Restrictive Covenants for Anderson's Gitchegumee Estates dated August 24, 1998 and recorded on September 10, 1998 in liber 78, pages 72 through 80 of Wexford County records.

DATED: April 29, 2002

WITNESS:


KONRAD STAUCH


LAURA CERNAK

BUCKLEY BUILDING COMPANY,
A Michigan Municipal Corporation
4626 Old Plank Road, Milford, MI 48381

BY: 
RONALD L. ANDERSON, Pres.


BY: 
DONALD A. BOYCE, V. Pres.

ACKNOWLEDGMENT

STATE OF MICHIGAN)

COUNTY OF OAKLAND)


Personally came before me this 29th day of April, 2002, the above name RONALD L. ANDERSON, President, and DONALD A. BOYCE, Vice President, of BUCKLEY BUILDING COMPANY, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same as their free act deed.

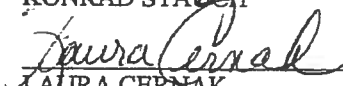

DEBBIE JAEGER, Notary Public
Oakland County, Michigan
My Commission Expires: November 19 2004

DEBRA A. JAEGER
NOTARY PUBLIC OAKLAND COUNTY
MY COMMISSION EXPIRES Nov 19, 2004

WITNESS:

DONALD A. BOYCE DECLARATION
OF TRUST U/A DATED NOV. 9, 1990
4626 Old Plank Road
Milford, MI



KONRAD STAUCH


LAURA CERNAK

BY: 

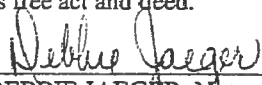
DONALD A. BOYCE, Trustee

ACKNOWLEDGMENT

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

Personally before me this 29th day of April, 2002, the above named DONALD A. BOYCE, Trustee of DONALD A. BOYCE DECLARATION OF TRUST U/A DATED NOV. 9, 1990, to me known to be the persons who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

DEBRA A. JAEGER
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES Nov 19, 2004



DEBBIE JAEGER, Notary Public
Oakland County, Michigan
My Commission Expires: November 19, 2004

DRAFTED BY:
KONRAD STAUCH
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248-344-8980

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