

CORNERSTONE ESTATES SUBDIVISION
DECLARATION OF RESTRICTIONS and PROTECTIVE COVENANTS

William T. Ervin
Ronald E. Ervin
Richard S. Ervin
Mt. Pleasant, MI 48858

STATE OF MICHIGAN
COUNTY OF ISABELLA
REGISTER OF DEEDS

AUG 4 8 26 AM '95

SHARON BROWN
REGISTER OF DEEDS

Dated: _____
Acknowledged: _____
Recorded: _____
Liber: _____

THIS DECLARATION made this 27th day of April, 1995, by William T. Ervin, Ronald E. Ervin, and Richard S. Ervin, fee owners of all the lots in Cornerstone Estates Subdivision, hereinafter referred to as the "GRANTOR".

WHEREAS, GRANTOR has become the proprietor in a plat of the premises known as Cornerstone Estates Subdivision, a part of the Charter Township of Union, Isabella County, Michigan, an exact legal description of which is attached hereto, and

WHEREAS, the plat of said subdivision, having been duly approved by the proper governmental authorities, has been recorded in the office of the Register of Deeds for Isabella County, in Liber 10 of Plats, Pages 671 to 671 inclusive, and

WHEREAS, it is the purpose and intention of this Declaration that all of the lots in said subdivision shall be conveyed by the GRANTOR, subject to reservations, easements, building and use restrictions, provided to establish a general plan of uniform restrictions in respect to said subdivision, and to insure the residential purposes, and to secure to each lot owner full benefits and enjoyment of his/her 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 GRANTOR and the GRANTEEES of all individual lots in said subdivision for the time limited by this instrument.

1. **RESIDENTIAL LOTS:** All lots in said subdivision shall be known and described as single-family-private, residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one (1) single-private-family dwelling, with attached private garage for not less than two (2) cars, except as herein otherwise provided. All garage structures must have an inside entrance direct to the living area of the home and an outside entrance. No trailer house, mobile, or manufactured home shall be permitted to be used as a dwelling. No old or used buildings or structures of any kind shall be moved upon any lot and no used material may be used for construction except reclaimed brick of a variety approved by GRANTOR. There shall be nothing less than 5/12 pitch of any roof.

2. **BUILDING LINES:** All buildings located on any lot must conform to the minimum front yard, rear yard, and side yard setback requirements as required by the Charter Township of Union Zoning Ordinance.

3. **MINIMUM FLOOR SPACE:** Liveable floor space, as used herein, shall include outer area measured by the actual surface of the outside walls, not including any garage, carport, basement, walkout basement, unheated porches, breezeways or entrances.

No dwelling shall be placed or erected which has a liveable floor space of less than 1,400 square feet for single story residences and less than 1,800 square feet for one and one-half story or two story residences with not less than 1,080 square feet on the main floor. Tri-levels and quad-levels shall have a minimum liveable floor space of not less than 1,400 square feet on the top two levels.

4. **LOT SIZE:** No lot shall be reduced in size by any method whatsoever, without prior written consent of the GRANTOR or their duly authorized representatives. Lots may be enlarged by consolidation with one or more adjoining lots under one (1) ownership. In the event one or more lots are developed as a unit, all restrictions herein contained shall apply as to a single lot. In any event, no dwelling shall be erected, altered, placed or permitted to remain on any site smaller than one (1) lot as shown on the recorded plat.

5. **SOIL:** No surface soil shall 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.

6. **EASEMENTS:** Easements and rights of way for utilities, storm drains, water mains, and sanitary sewer, are

hereby reserved as shown on the recorded plat. After such utilities, storm drains, water mains, and sanitary sewer have been installed, planting or other lot line improvements shall be allowed so long as access without charges or liability for damages be granted for the maintenance of utilities, storm drains, water mains, and sanitary sewer installed or for the installation of additional utilities, storm drains, water mains or sanitary sewer.

7. EXTERIOR COMPLETION: The exterior woodwork of all residence structures and garages must be painted with at least two (2) coats of paint, varnish or stain prior to occupancy.

8. NO INDIVIDUAL water-supply system shall be permitted on any lot except a water-supply system used exclusively for irrigating the lawn and landscape, and such system must be located, constructed and equipped in accordance with the requirements, standards and recommendations of both state and local health authorities. Approval of such system as installed shall be obtained from such authority. No individual sewage disposal system shall be permitted on any lot. All lot owners must hook into the Charter Township of Union sewage disposal and municipal water systems. Each residential structure shall have a check valve installed on the sanitary sewer connection inside the structure.

9. CONSTRUCTION OF a dwelling must be started within thirty-six (36) months from the date of purchase of said lot and shall be completed within twelve (12) months from the date of commencement of construction.

10. ALL UNIMPROVED lots shall be mowed and maintained by the owner so that weeds, grass and vegetation do not exceed twelve (12) inches in height. If the owner refuses or fails to mow and maintain the unimproved lot, the GRANTOR may hire someone to mow and maintain the lot and the owner shall be liable to the GRANTOR for any resulting charges and such charges shall become a lien upon the property.

11. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Any lot owner who allows a building contractor working on his/her premises to damage trees abutting lots or to litter abutting lots shall be personally responsible.

12. ALL DRIVEWAYS shall be surfaced with asphalt, concrete, or interlocking brick and must be a minimum of 20 feet wide to the street line and shall be completed, weather

permitting, prior to occupancy.

13. **TEMPORARY STRUCTURES:** Trailers, tents, shacks, tool sheds, barns or any temporary buildings of any 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, and 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. No outside storage sheds or buildings shall be allowed.

14. **ANTENNA:** No outside television antenna or other antenna, or aerial, saucer or similar device except up to an 18 inch satellite dish attached to the structure shall be placed, constructed, altered or maintained on any lot, unless GRANTOR determines in their sole discretion that the absence of an outside antenna creates substantial hardship with respect to a particular lot.

15. **SIGNS:** No signs of any kind shall be displayed to the public view on any lot except one sign of not more than six (6) 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 are allowed must be maintained in good condition at all times and removed on the termination of their use.

16. **ANIMALS, INCLUDING PETS:** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets which may be kept, in accordance with the following paragraph.

No pet may be kept or bred for any commercial purpose and 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 pet shall be kept and any lot-owner who causes any animal to be brought or kept upon the premises shall indemnify and hold harmless the GRANTOR and the ASSOCIATION for any loss, damage or liability which the GRANTOR or the ASSOCIATION may sustain as the result of the presence of such animal on the premises, whether or not the GRANTOR or the ASSOCIATION has given its permission therefor. Each lot-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such lot-owner. No dog which barks and can be heard on any frequent or continuing basis shall be

kept in the subdivision even if permission was previously granted to maintain the pet on the premises. The ASSOCIATION may charge all lot-owners maintaining animals a reasonable additional assessment to be collected in the event that the ASSOCIATION determines such assessment necessary to defray the maintenance cost to the ASSOCIATION of accommodating animals within the subdivision. The ASSOCIATION may, without liability to the ASSOCIATION or to any lot-owner, remove, or cause to be removed, any animal from the subdivision which it determines to be in violation of the restrictions imposed by this section. The ASSOCIATION shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this section, the Board of Directors of the ASSOCIATION may assess fines for such violation in accordance with these restrictions and in accordance with duly adopted rules and regulations of the ASSOCIATION.

17. NO MANUFACTURING or commercial business or enterprise of any kind for profit shall be maintained upon, in front of, or in connection with any residence or garage located in the subdivision.

18. REFUSE AND STORED MATERIALS: No lot shall be used or maintained as a dumping ground or for outside storage for rubbish, trash, garbage or other materials, except for such materials as are necessary for and used in the course of construction. Such construction materials must be removed promptly upon completion of construction. Other waste shall be kept in a sanitary container, properly concealed from public view. No outdoor trash cans or collection containers shall be permitted on any lot.

19. SWIMMING POOLS: Underground swimming pools or other permitted underground structures may be installed, when approved, in writing, by the GRANTOR as to size, location, materials, type of construction; and, must be maintained in a safe and sanitary condition; provided that such approval shall not be unreasonably denied. No free-standing above-ground-level swimming pools will be permitted under any circumstances.

20. LANDSCAPING: Basic landscaping, including finish grading, seeding or sodding must be completed within nine (9) months after date of occupancy.

21. GENERAL CONDITIONS:

- (a) No trailers, motorcycles, boats, boat trailers, snowmobiles or snowmobile trailers, campers, camping vehicles, motor homes, all

terrain vehicles, commercial vehicles other than those present on business, or vehicles other than automobiles, may be parked in the subdivision except within a private attached garage. No inoperable vehicle of any type may be brought or stored upon the lot either temporarily or permanently. The GRANTOR or ASSOCIATION may tow at owner's expense, any unlicensed or inoperable motor vehicle remaining on the lot in excess of seven (7) days.

- (b) No clothes lines or outside drying of laundry shall be permitted.
- (c) All homes shall be equipped with an electric garbage disposal.
- (d) All mail boxes shall be located uniformly with reference to the dwellings in accordance with post office requirements. All mail boxes must be approved by the GRANTOR or the ASSOCIATION prior to construction.
- (e) All homes shall have a check valve installed on the sanitary sewer line.

22. ARCHITECTURAL CONTROL:

- (a) No building, or other structure shall be commenced, or erected or maintained, nor shall any addition to, or change or alteration to any structure be made, except interior alterations, until the construction plans and specifications showing the nature, kind, shape, elevation, facade, height and materials, color scheme, location on lot and approximate cost of such structure has been submitted to and approved in writing by the GRANTOR, and a copy of said plans and specifications as finally approved, lodged permanently with said GRANTOR. A landscape plan must also be submitted for approval by the GRANTOR at the time of the submission of construction plans and specifications or if any changes to the landscape are to be made.
- (b) Under no circumstances shall lot perimeter fencing be allowed within the subdivision. However, ornamental fences, garden walls and similar devices may be constructed or erected only after plans and specifications of such

proposed fence, wall or other device shall have been submitted in writing and approved by GRANTOR. In any event, no fence exceeding six (6) feet in height shall be permitted and no fence shall extend further toward the front of the lot than the rear line of the house. Fences for dog-runs shall also be approved by GRANTOR in the manner above provided.

- (c) GRANTOR shall have the right to refuse to approve any such plans and specifications which are not suitable or desirable in their sole opinion for aesthetic or other reasons; and in so passing upon such plans and specifications they shall have the right to take into consideration the suitability of the proposed building to the site upon which it is proposed, and the harmony as planned in view of the outlook from the adjacent or neighboring properties. It is understood and agreed that the purpose of this paragraph is to cause the platted lands to develop into a beautiful harmonious, private residential section and if a disagreement on the points set forth in the paragraph should arise, the sole decision of the GRANTOR shall control.
- (d) However, in the event the GRANTOR shall have failed to approve or disapprove such plans and location within thirty (30) days after the same shall have been delivered to the GRANTOR, then such approval will not be required, provided the plans and location of the lot conform to, or are in harmony with existing structures in the subdivision, these restrictions, and any zoning law applicable thereto.
- (e) All residences constructed shall have finished exteriors of brick, stucco, dryvit, stone, wood, or vinyl siding or a combination thereof. The GRANTOR encourages the use of some brick, stone or dryvit exterior on all residences. All exterior paints, stains and material colors must be shown as a part of the plans submitted for approval and which must be approved by GRANTOR; samples thereof shall be furnished to GRANTOR and approved by the GRANTOR. Visible exteriors of cement or slag shall be limited to not more than 15% of the visible exterior. The GRANTOR shall have the right to approve reasonable deviations from

these requirements. The GRANTOR shall have the authority to approve any material which, in their opinion, is of equal or superior quality, or any material which in the opinion of the GRANTOR lends itself to a particular design. Any exposed foundation shall be covered with brick, stucco, dryvit, stone, wood, or vinyl siding.

- (f) All garage doors shall be kept closed when not in use.

23. LEASING AND RENTAL: A lot-owner may lease his/her residence as a single-private-family dwelling provided, however, no lot-owner shall lease less than the entire residence and no tenant shall be permitted to occupy except under a lease, the initial term of which is at least six (6) months unless specifically approved in writing by the GRANTOR or the ASSOCIATION. The terms of all leases, occupancy agreements and occupancy arrangements shall be subject to these restrictions.

24. ACTIVITIES: Activities which are deemed offensive and are expressly prohibited within the subdivision include but are not limited to the following:

- (a) Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

25. HOMEOWNERS ASSOCIATION: There shall be created the Cornerstone Estates Homeowners Association, a Michigan non-profit corporation organized for a perpetual term (hereinafter "ASSOCIATION"). Membership in the ASSOCIATION, which shall be mandatory, shall consist of each original, and any successive owner of a residential lot in Cornerstone Estates Subdivision. After GRANTOR has transferred any and all rights, privileges and duties of supervision and control of ASSOCIATION to the successive owners in accordance with paragraph 30 herein, the owners of each lot shall be entitled to one (1) vote in the election of the ASSOCIATION'S officers and directors as well as the conduct of other ASSOCIATION business. The purpose of the ASSOCIATION shall be the maintenance and beautification of the entryway to the subdivision and common rights-of-way within the subdivision including the centers of the boulevards, and the conducting of such other ASSOCIATION business as shall be permitted by its By-laws.

26. DUES FUND:

- (a) All the land included in said plat, except streets and parks maintained for the general use of the owners of the land included in said tract, and any land owned by GRANTOR, shall be subject to an annual dues charged at a rate to be established from year-to-year, but not less than One Hundred Dollars (\$100) per year for a lot-owner. Dues for the years 1995 through 1999 shall be set at One Hundred (\$100) Dollars per year for a lot-owner. For purposes of this paragraph a "lot-owner" shall be defined as the fee owner or land contract purchaser of record of a lot. Dues shall not be increased more than ten percent (10%) in any twelve (12) month period without the approval of sixty percent (60%) of the lot-owners in the subdivision. GRANTOR may, at their sole discretion, exempt certain builders from the payment of annual dues while they are building within the subdivision. In no event shall GRANTOR be obligated to pay fees, dues or assessments to the ASSOCIATION.
- (b) Dues of the ASSOCIATION shall be collected prior to April 1, from all lot-owners of record as of January 1 of each year. There shall be no proration of dues for the first lot-owner.
- (c) 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 the lots to enforce the collection of dues not paid by April 1 of each year. Any such sums assessed against the owner by the ASSOCIATION shall constitute a lien on the property. Notice of the lien shall be recorded in the Office of Register of Deeds for Isabella County and served on the owner at least ten (10) days in advance of commencement of any foreclosure proceedings. 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. The payment of dues shall be in default if not

paid in full on or before the due date. Dues in default shall be subject to a late charge of Ten (\$10.00) Dollars for each month the dues are in arrears. The owner shall be liable for all costs of collection and enforcement of payment, including actual attorney fees (not limited to statutory fees). The ASSOCIATION may enforce collection of delinquent dues by a suit for a money judgment or foreclosure of the statutory lien that secures payment of dues.

27. SALES AGENCY: Notwithstanding anything to the contrary herein contained, the GRANTOR or any builder or builder's sales representative authorized by GRANTOR may construct and maintain sales agency office, together with a sign or signs of not more than two-hundred (200) square feet of front surface, on lot or lots of their choosing in the subdivision until such time as all of the lots in the subdivision have been sold by them.

28. TERM OF RESTRICTIONS: All the restrictions, conditions, covenants, charges and agreements contained herein shall continue in full force and effect for a period of twenty-five (25) years from the date of recording hereof and shall automatically be continued thereafter for successive periods of ten (10) years each, provided however, that after ten (10) years from the date of recording hereof, the owners of the fee of two-thirds (2/3) or more of the lots in said subdivision may release all or part of said lots from all or any portion of these restrictions, or otherwise modify or amend these restrictions, 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 Isabella County.

29. ENFORCEMENT: The GRANTOR, the ASSOCIATION, or any individual lot-owner shall be entitled to enforce any of the provisions hereof. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. 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.

30. ASSIGNMENT OF GRANTOR'S RIGHTS: At any time after the GRANTOR has sold fifty percent (50%) of the lots in said subdivision the GRANTOR may, and after the GRANTOR has sold ninety percent (90%) of said lots, GRANTOR shall assign or transfer any or all rights, privileges and duties of supervision and control in connection with these

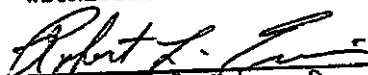

restrictions, which are reserved herein to the GRANTOR, to the ASSOCIATION, and upon the execution and recording of appropriate instruments of appointment by the GRANTOR, said ASSOCIATION shall thereupon have and exercise all rights reserved to the GRANTOR, and the GRANTOR shall be fully released and discharged from further obligations and responsibilities in connection therewith. Provided further, that the GRANTOR reserves the right of ARCHITECTURAL CONTROL granted to it under paragraph 22(a), 22(b), 22(c), 22(d), and 22(e) until such time as construction has been completed on one-hundred percent (100%) of the lots in said subdivision. It is anticipated that the GRANTOR will develop the subdivision in several different phases. Notwithstanding anything to the contrary herein, the GRANTOR reserves the right to consolidate one or more phases as the lots in each phase are sold, and transfer or assign any and all rights, privileges and duties of supervision and control with respect to said consolidated phases in connection with these restrictions, to the ASSOCIATION. This in no way shall affect the rights of the GRANTOR as to the remaining lots not included in said consolidated phase.

31. GRANTOR reserves the rights by written instrument, signed, acknowledged and recorded with Isabella 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. Any such modification, amendment, restatement, waiver or repeal may be retroactive to the date hereof.


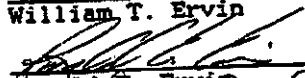

32. SEVERABILITY: Invalidation of any of these covenants by judgement of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hand this 27 day of April, 1995.

WITNESSES:


Robert L. Ervin

Patricia A. Nunneley

GRANTOR:


William T. Ervin

Ronald E. Ervin

Richard S. Ervin

Carol S. Ervin
Carol S. Ervin

Jane Tyler Ervin
Jane Tyler Ervin

Kathleen A. Ervin
Kathleen A. Ervin

STATE OF MICHIGAN)
) ss.
COUNTY OF ISABELLA)

On this 27th day of April, 1995, before me personally appeared William T. Ervin, a married man, and Carol S. Ervin, his wife; Ronald E. Ervin, a married man, and Kathleen A. Ervin, his wife; and Richard S. Ervin, a married man, and Jane Tyler Ervin, his wife, to me known to be the same persons described in and who executed this instrument who have each acknowledged the same to be his/her free act and deed.

Patricia A. Nunneley
Patricia A. Nunneley
Notary Public
Isabella County, Michigan
My commission expires: 6-24-95

WITNESSES:

Christine M. Hafer
Christine M. Hafer

Richard J. Barz
Isabella Bank & Trust by Richard J. Barz,
Senior Vice President

Patricia A. Nunneley
Patricia A. Nunneley

Brian J. Maes
Isabella Bank & Trust by Brian J. Maes,
Vice President

STATE OF MICHIGAN)
) ss.
COUNTY OF ISABELLA)

On this 27th day of April, 1995, before me personally appeared Richard J. Barz, Senior Vice President, and Brian J. Maes, Vice President, of the above named Corporation, to me known to be the persons who executed this instrument and acknowledged that they executed this instrument as such officer as the free act and deed of said Corporation, by its authority.

Patricia A. Nunneley
Patricia A. Nunneley
Notary Public
Isabella County, Michigan
My commission expires: 6-24-95