

**BUILDING AND USE RESTRICTIONS
FOR THE PLAT OF KINGSLEY
CAMBRIDGE TOWNSHIP, LENAWEЕ COUNTY, MICHIGAN**

RESIDENTIAL AREA COVENANTS

NOW, THEREFORE, IT IS AGREED between said parties that the following restrictions shall be imposed as negative reciprocal easements on all lots included in any PLAT OF KINGSLEY NO.1, including the original Plat and any additions thereto:

1. Said lots shall be used exclusively for residential purposes except those lots assigned as business or commercial areas on the plats aforesaid. No lots may be subdivided.

2. Not more than one single family dwelling house may be erected or constructed on any one lot. No building may be erected prior to the erection of a dwelling house except that a boat house may be constructed upon receiving written permission from the Seller or its assigns. No accessory or temporary building, including a boat house, shall be used or occupied as living quarters without written permission of Loch Erin, Inc., or its assigns. No building shall be constructed or erected on said lots unless built of solid or permanent material. Wood exteriors shall be stained or painted with at least two coats of stain or paint. No structure shall have tar paper, roll brick siding or similar material on the outside walls. No house trailers, tents, shacks, or other similar structures shall be erected, moved onto, or placed upon said premises. The exteriors of all buildings must be completed within six months from the date construction commences. Open foundations shall not be permitted without written approval of Loch Erin, Inc., its successors or assigns.

THIRD AMENDMENT TO RESTRICTIONS FOR KINGSLEY SUBDIVISION NO.1 and 2

This third Amendment to the Restrictions for plats of Kingsley Subdivision No.1 and 2 for the Loch Erin Development recorded on August 2, 1968 in Liber 672, Pages 310 through 314 in the Lenawee County Register of Deeds Records is made for the purposes of extending, amending and supplementing said Restrictions as follows:

1. Paragraph 3 of the Restrictions shall be superseded and replaced in its entirety by the following new paragraph 3:

3. All residences erected on any lot shall have a minimum enclosed living area, exclusive of porches, garages and breezeways, of: (a) RANCH-TYPE or ONE FLOOR on slab, crawl space basement or walkout basement - 1200 square feet above grade; (b) BI-LEVEL, STORY and ONE-HALF -860 square feet above grade on ground floor with a total living area of 1200 square feet; and (c) TRI- LEVEL -1200 square feet of living area. Roofs of all residences shall have a minimum pitch of 4/12 and interior ceiling heights shall be a minimum of 8 feet over a minimum of 80% of the first floor enclosed living area. All building plans are subject to the prior approval of the Loch Erin Property Owners Association, its committees or assigns prior to the commencement of construction, and must comply with the BOCA Basic National Building Code, as amended, and the Michigan Energy Code, as amended. No porch or projection of any building shall extend nearer than 35 feet from any road right-of-way; nor nearer than 10 feet from any one side property line or a total of 25 feet from both side property lines; nor within 50 feet from the normal high water line as indicated on plat or plats of Kingsley Subdivision No.1 without written permission of the Loch Erin Property Owners Association, its committees or assigns. All conditions must comply with the zoning ordinances, building and use codes, and rules and regulations of governing townships and counties.

4. No outside toilets shall be allowed. No waste shall be permitted to enter Loch Erin Lake and all sanitary arrangements must be inspected and approved by local and/or state health officers, and all residential buildings shall be required to use the central water and sewer system upon installation of same. No individual drain field or other disposal system shall be allowed nearer than fifty (50) feet from the normal high water mark of Loch Erin Lake.

5. No noxious or offensive home occupations or activity shall be permitted on any lot, nor shall anything be done thereon which shall be or, become an annoyance or nuisance to the neighborhood, and Loch Erin, Inc. Its successors or assigns shall determine what constitutes noxious or offensive activity and said determination shall be complete and final. No animal or fowl shall be kept or maintained on said lots except customary household pets in reasonable numbers. No signs of any kind shall be displayed on any lot without written permission of Loch Erin Inc., or its successors or assigns. Failure to maintain lots in a tidy manner will result in maintenance of the lots by the Property Owners Association for which a reasonable charge will be levied against the property owner.
6. No boat docks, floats or other structures extending into the lake shall be constructed or placed into or on said lake without prior written approval of Loch Erin, Inc., its successors or assigns. Use of the lake is limited to members of Loch Erin Association, Inc. and such use shall be in compliance with the rules and regulations of Loch Erin Association, Inc. Loch Erin, Inc. shall have the use of the lake for its corporate purposes.
7. Loch Erin, Inc., for itself, its successors, assigns and licensees, reserves an easement along the entire shoreline of Loch Erin Lake for the installation and maintenance of underground utilities, together with a fifteen (15) foot wide easement along both sides of all road rights-of-way and a ten (10) foot easement along the side and rear lines of each and every lot, with the right of ingress and egress thereon for the purpose of installing and maintaining utility lines, gas and water mains, sewer lines and drainage ditches and appurtenances thereto; together with the right to trim, cut or remove any trees or brush necessary, and the right to locate guy wires, braces and anchors where necessary. Except where an owner of two or more adjoining lots constructs a building which will cross over or through a common lot line, said common lot line shall not be subject to the aforementioned ten (10) foot easement. The owners of said lots shall have no cause of action against Loch Erin, Inc., its successors or assigns or licensees either at law or in equity excepting in cases of willful negligence, by reason of any damage caused said lots in installing, operation or maintaining above mentioned installations, or for drainage of surface waters over and/or through said lots.
8. As part of the consideration herein the Purchaser, his heirs, devisees or assigns, further agree that he will not sell, assign or convey any lot or lots to any persons not accepted for membership in Loch Erin Association, Inc. This restriction shall not apply to mortgages given to savings banks, institutions for savings, cooperative banks, savings and loan associations, credit unions or other bona fide lending institutions, but shall apply to all conveyances of the equity of redemption in any lot.

This First Amendment to the Restrictions for the Plats of Kingsley Subdivision No.1 and Kingsley Subdivision No.2 for the Loch Erin Development recorded on August 2, 1968 in Liber 672, Pages 310 through 314 in the Lenawee County Register of Deeds Records is made for the purposes of extending, amending and supplementing said Restrictions as follows:

1. **Paragraph 9 of the Restrictions shall be superseded and replaced in its entirety by the following new paragraph 9:**
9. The foregoing restrictions shall run with the land and shall bind the owners, their heirs, executors, administrators, successors and assigns or any persons claiming under them. These restrictions shall continue in full force and effect until January 1, 2005 and shall thereafter be automatically extended for successive 10 year periods (except for Restriction Nos. 1 and 3 which shall continue in perpetuity). The then owners of record of 2/3of the lots subject to these restrictions may change, alter, amend or revoke these restrictions, in whole or part, by executing and recording the appropriate instrument with the Lenawee County Register of Deeds; provided, however, no changes shall be made which violate or limit Restriction Nos. 1. and 3. The Association shall have the right, or if the Association fails then any owner shall have the right, to prosecute any person violating or attempting to violate these restrictions in a court of proper

jurisdiction. Any invalidation of any one of these restrictions or provisions therein shall in no way affect any other restriction or provision therein, which shall remain in full force and effect.

This First Amendment has been executed by the owners of lots in Kingsley Subdivision No.1 and Kingsley Subdivision No.2 in counterparts with each counterpart being deemed an original instrument and with all counterparts constituting a single instrument The executed counterparts are attached hereto and incorporated herein by reference as if fully set forth herein.

10. Loch Erin, Incorporated, its successors or assigns shall appoint a committee to approve the plans and specifications for all dwellings and appurtenant structures within said allotment. Loch Erin, Inc., its successors or assigns, shall have the right to approve the construction of a dwelling or appurtenant structure in variance with the restrictions heretofore recorded, where said modification will not, in the Judgment of said Loch Erin, Inc., its successors or assigns, do material damage to any lot in said subdivision.
11. The County of Lenawee and the Board of County Road Commissioners of Lenawee County, Michigan, are hereby granted the perpetual right to use the private drainage easements shown on the Plat of Kingsley No.1. This right is for drainage purposes and includes the right of ingress and egress for construction, maintenance, repairs and/or improvements for said purposes. No structures of any nature shall be constructed on the rights of way of said easements. Any damage done by the County of Lenawee or the Board of County Road Commissioners of Lenawee County, Michigan, as a result of construction, maintenance, repairs and/or improvements shall be repaired in a reasonable fashion so that the surface of the land, excluding necessary improvements for drainage purposes, shall be restored to its original condition insofar as is reasonably possible and with the understanding that grass areas need only be repaired and seeded; and further maintenance of said areas shall be the obligation of the owner of said land.

SECOND AMENDMENT TO RESTRICTIONS FOR KINGSLEY SUBDIVISION NO. 1 AND NO. 2

This Second Amendment to the Restrictions for plats of Kingsley Subdivision No.1 for the Loch Erin Development recorded on August 2, 1968 in Liber 672, Pages 310 through 314 in the Lenawee County Register of Deeds Records is made for the purposes of extending, amending and supplementing said Restrictions as follows:

The restrictions shall be amended by adding the following new paragraph 12:

12. No mobile home shall be erected, moved onto or placed upon any lot for use as a residence, building or any structure for any other purpose. For purposes of this restriction, mobile home shall include any residence, building or structure substantially fabricated at a location or site other than the lot and is of a vehicular, portable design, or built on a chassis with or without wheels and capable of being moved from one site to another, and to be used with or without a permanent foundation, or any other steel frame assembly similar in design and purpose. It is the intent of this restriction to require all residences, buildings and other structures to be of a quality construction utilizing customary residential building materials and methods, but to exclude mobile, manufactured or other similar buildings or structures.