

1974 APR 2 PM 4 23

Rainbow Lake

RESTRICTIONS

Michael S. Below
REGISTER OF DEEDS

A subdivision in the S1/2 of Sec. 20, The N1/2 of the N1/2 of the SW1/4 of Sec. 29, the E1/2 of the SE1/4 of Sec. 30, the NE1/4 of the NE1/4 of Sec. 31, the NW1/4 of the NW1/4 of Sec. 32, T9N, R3W, Fulton Twp., Gratiot Co., Mich.

RAINBOW LAKE WEST

NOW THEREFORE, the following covenants, conditions, restrictions, easements, reservations and agreements are hereby imposed according to the recorded plat thereof, and shall constitute a general plan of restrictions imposed on all lots in said subdivision and shall be binding upon the undersigned and upon all persons acquiring title to any of said lots through the undersigned, their assignees, and grantees, and upon their heirs, legal representatives, successors, and assigns.

LAND USE AND BUILDING TYPE

- (A) No lot or building plot shall be used except for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any lot or building plot other than one (1) detached single family private dwelling not to exceed two (2) stories in height above grade level. The grade level hereinafter mentioned is the grade level at the building line on the street side of the house.
- (B) No structure shall be erected, altered, placed or permitted to remain on any lot or building plot containing less than one (1) full lot as presently subdivided. However, nothing herein contained shall be construed to prohibit the sale by an owner of land in excess of a minimum required frontage of sixty (60) feet at the building line to the owner of an adjoining lot or lots in order to increase the size of an adjoining building plot, but nothing herein contained shall be construed as to permit the division of the lots into building sites or building plots in excess of the number of lots in said subdivision. The words "building plot" as herein used shall be construed to mean one (1) full lot as presently subdivided plus additional land, if any, added thereto by purchase from the owner of adjacent lot(s) or fractions thereof.

ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the proposed location of the structure on the lot or building plot have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external designs with existing structures and as to location with respect to topography, finish grade elevation, existing shade trees, building lines and these restrictions. The Architectural Control Committee expressly reserves the right to reject any plan submitted because of lack of harmony or external design with existing structures; or because of too great a similarity to nearby existing structures; or any plans that, respecting front building line, do not harmonize with nearby existing structures or do not permit the preservation of existing shade trees. Approval shall be as hereinafter provided.

RESIDENCE STRUCTURES

- (A) No residence structures exceeding two (2) stories in height above grade level will be permitted. Bi-level or tri-level residence structures, so-called, if approved by the Architectural Control Committee, shall not constitute a violation of this paragraph.
- (B) No residence structures shall be erected, altered, placed or permitted to remain on any lot or building plot except as follows:
1. One story houses shall have a minimum square foot area at grade level of one thousand (1,000) square feet.
 2. One and one-half and two story homes shall have a minimum of twelve hundred (1200) square feet of finished area, of which at least eight hundred (800) square feet must be on the first floor or grade level.
 3. Tri-level and bi-level homes shall have a minimum of twelve hundred (1200) square feet. Said square footage may be obtained by using the total of the floor area at grade level and the floor area of that level which is above grade level.
- The Architectural Control Committee shall have the right to use its discretion in determining square foot area in such cases where unusual design shall warrant, but this discretion shall relate only to the distribution of the square foot area and not as to the total required square foot area as above provided.
- (C) The exterior walls of residence structures included all enclosed heated areas and garages shall be constructed of artificial stone, cedar, white pine, cypress, or aluminum siding. Vertical tongue and groove siding or ornamental plywood may be used also. No dwelling constructed entirely of frame or shingle will be permitted. Roof construction shall consist of slate, wood shingle, asphalt shingle or other approved compositions. However, no roll type roof will be permitted on exterior marble chip or gravel type roofs, if approved by the Architectural Control Committee shall not be a violation of this clause. No cinder or concrete blocks may be used in the exposed portion of external walls. No stucco, cement, or asbestos siding or imitation materials may be used on exterior walls, unless approved by the Architectural Control Committee. The Architectural Control Committee shall have the authority to approve any material which in their opinion is of equal or superior quality.
- (D) No old or used structure of any kind shall be moved upon any lot or building plot. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding - shall be constructed or placed on any lot or building plot (except such as may be used during the construction of the residence and garage) or used on any lot or building plot at any time as a residence, either temporarily or permanently. In the event an owner or occupant shall have a private trailer, truck or commercial vehicle, the same must be housed in a suitable private garage at all times. In the event an owner or occupant shall have a boat, same boat must be housed in a suitable building for winter storage.

GARAGES AND BREEZEWAYS

- (A) Garages, breezeways and porches shall have exterior walls constructed only of materials permitted for the main residence structure. Nothing herein shall prohibit the erection of an approved carport.
- (B) Breezeways and garages shall have a roof pitch and cornice conforming with the architectural lines of the main residence structure.

BUILDING AND GRADE LINES

- (A) The maximum finish grade line and the minimum grade line of each

lot shall be individually established by the Architectural Control Committee, topography of the lot being considered. No structure shall be erected, altered, placed or permitted to remain on any lot unless the finish grade thereof shall conform to the line established by said Architectural Control Committee upon presentation of proposed plans and specifications covering proposed construction on such lot. Such determination of the Architectural Control Committee must be through written memoranda.

- (B) No structure shall be erected, altered, placed or permitted to remain on any lot nearer than thirty (30) feet to any front street line, nor nearer than twenty (20) feet to any side street line. There shall be provided a side yard on each side of every main building which shall be not less than ten (10) feet in width with an aggregate width of both side yards of not less than twenty (20) feet. The distance of the rear building line from the water's edge shall be determined by the Architectural Control Committee. The Architectural Control Committee shall have full discretion and authority to alter any of the building line restrictions as set forth above when deemed necessary to harmonize with existing adjacent structures or approved structures, to preserve shade trees or when, in its opinion topography shall so require.

EASEMENTS

Easements for the installation and maintenance of public utilities or drainage facilities are reserved along and within six (6) feet of all side lot lines and ten (10) feet on all road lines in this subdivision. Such other easements are hereby reserved 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. It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within the six (6) foot strip, as long as such lines do not hinder the construction of buildings or any lots in the subdivision.

MISCELLANEOUS

Exterior Completion: The exterior of all residence structures, garages and breezeways must be completed, including at least two (2) coats of paint or varnish on all exterior woodwork within nine (9) months from the date of commencement of construction.

Rubbish Facilities: No lot or building plot shall be used as a dumping ground for rubbish nor for the storage of materials, except for such materials as are necessary for and used in the course of construction. No outdoor trash cans or collection containers shall be permitted on any lot after completion of the main residence structure, unless enclosed and hidden from view.

All fuel tanks and gas tanks shall be enclosed by a green belt or concealed in the main structure, or buried in the ground.

Animals: No animal, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that no more than two (2) animals (dogs or cats) may be kept as household pets, provided they are not kept, bred or maintained for commercial purposes. Dog kennels for the use of such household pets may be built only integral with the building. No noxious or offensive odors or excessive, offensive and objectionable noise, whether arising on account of permitted pets, or otherwise, will be permitted on any lot or building plot.

Outbuildings: No outbuilding of any kind shall be constructed, erected, placed or maintained on any lot or building plot except boat houses attached to main building, boat docks and children's play houses as herein provided. The design, size, materials and location must be approved by the Architectural Control Committee.

Fences: No lot line fences will be permitted except as herein provided. No hedge will be permitted in front of front building line. No hedge will be permitted exceeding four (4) feet in height. An area enclosed with cyclone or chain-line fence not more than six (6) feet in height and not closer than five (5) feet to any lot line for use as children's play area or pet dog runway will be permitted only when approved as to area, location and type of fencing by the Architectural Control Committee. However, the Architectural Control Committee expressly reserves the right to permit the construction of lot line fences, of any type and height approved by the Architectural Control Committee.

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

Septic Tanks: No septic tanks will be permitted in these subdivisions.

Drilling Water Wells: All lot owners will comply with the Michigan Health Department and the Department of Public Health, State of Michigan, rules and regulations, prior to drilling a well and will secure a Chemical Analysis. In many instances it will be necessary to install individual water softeners to render the water usable for household use.

Esalick Properties, Inc. its successors and/or assigns, or other private or public agency, may provide a public sewage disposal system, a public water system, or both, in whole or in part for all of the lots in this plat. The purchaser of each lot in this plat, or titleholder, if title has been conveyed, agrees to the participation in any such special assessment district created to finance either a public sewage system or public water system, or both, in whole or in part. Further, such purchaser or titleholder agrees to take such steps and to perform such acts as may be deemed necessary by the appropriate state, county and township agencies to connect either his water intake facility or his sewage discharge facility, or both, to such public system or systems following the completion of such system or systems, and agrees to pay for the then established charge therefor.

Cutting trees: No trees shall be removed or cut in excess of three inches in diameter except where driveway and residential structure and garages are placed.

ARCHITECTURAL CONTROL COMMITTEE:

(A) The Architectural Control Committee shall consist of the present officers of the Easlick Properties, Inc., a Michigan Corporation, and such officers of said corporation as may from time to time succeed them and be at that time the duly elected officers of Easlick Properties, Inc.

This Architectural Control Committee shall have the authority by written memoranda executed by a majority in number of said officers, to designate a representative to act for it. Wherever approval of said Architectural Control Committee is necessary under the terms of the restrictions, it shall be the obligation of the party obtaining the approval of said Architectural Control Committee a written memorandum indicating such approval, in which memoranda will be recited that said approval is by a majority of the members of the Architectural Control Committee, or the representative duly authorized to act for said Architectural Control Committee. In the event of the death or resignation of any member of the Architectural Control Committee and pending the reappointment or re-election of a successor, the remaining members shall have full authority to designate said successor by written memoranda.

(B) All requests of lot owners as well as the Committee's approval or disapproval as required in these covenants shall be in writing and dated. In the event the committee or its designated representative fails to approve or to disapprove within thirty (30) days after submission of it of plans, specifications, and written request for the approval thereof signed by the owner, or in any event, if no suit to enjoin construction has been commenced prior to completion thereof, approval will not be required and the related covenants shall be deemed to have been complied with, provided the same shall not be in violation of the limitations expressed elsewhere herein incorporated. It is the intent and purpose of this provision to require the lot owner to obtain approval of the Committee and that a failure to obtain such approval because of lapse of time shall not give lot owner a right to deviate from the minimum requirements herein specified. Written approval of proposed plans and plot plans must be obtained from the Architectural Control Committee before the Township is authorized to issue a building permit.

Bathing Beaches, Fishing Areas, Water-Skiing and Motor Boats shall be under the direct control of the Easlick Properties, Inc., except where said control is provided by statute under Michigan regulations.

GENERAL PROVISIONS

(A) These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five (35) years from and after the recording of this agreement after which date said covenants shall be periodically extended for successive periods of ten (10) years each, unless, and prior to the expiration of any such ten (10) year period, and instrument signed by the owners of record of a majority of the lots in the subdivision has been recorded changing or modifying said restrictive covenants in whole or in part, except that restrictions pertaining to flood plain shall be effective in perpetuity and shall not be amended.

(B) Should any of the provisions incorporated in these restrictive covenants be subsequently determined or declared invalid or unenforceable by any Court of competent jurisdiction, such determination of invalidity shall be limited only to the specific clause or phrase determined to be invalid, and shall not under any circumstances operate to adversely affect or interfere with the continued binding force and effect of the other provisions of these restrictions and this agreement, which are specifically declared to remain in full force and effect.

(C) The above restrictions are intended as minimum restrictions and if any use permitted under the terms of these restrictions is prohibited by terms of any applicable zoning ordinance then in force, then the terms of said ordinance shall apply.

(D) No residence structure shall be constructed, erected or maintained on any lot unless the same to be constructed or erected by or under the direct supervision and controls of a builder who is a registered and licensed builder under the laws of the State of Michigan or approved by the Architectural Control Committee.

(E) Nothing herein contained shall be construed to prohibit the Easlick Properties, Inc., or its sales agents from temporarily maintaining a

real estate office or model residence constructed on any lot within the subdivisions during the sale and development of Rainbow Lake.

The latter provision shall not be so construed to prohibit Easlick Properties, Inc. and its sales agents from displaying temporary signs during the course of the sales of property in the subdivision and until all lots and homes shall have been sold.

The foregoing provisions of this paragraph (E) shall likewise not apply to any sign erected and placed upon any lot advertising said lot or house for sale, provided the said sign is no larger than thirty (30) inches by thirty-six (36) inches.

PARK PRIVILEGES

The owners of all lots in said subdivision together with their families and guests shall, subject to the rules and regulations as promulgated by the Easlick Properties, Inc. Such right of use shall be in common with the lot owners of existing and proposed subdivisions.

LAKE LEVEL

Grantees will not do any act to affect the level of the water of lakes and streams without written consent of the Easlick Properties, Inc. of its authorized agents. The level may be altered for purposes of further development or for general benefit of Rainbow Lake Subdivisions.

USAGE AND CONTROL

Rainbow Lake is designated as a private lake and as such rights of usage and control of same remains with the Easlick Properties, Inc., their successors or assigns.

MAINTENANCE FUND

Any lot owner or entity other than the Easlick Properties, Inc. shall commence paying annual maintenance charge on the first of July following the date of purchase, the sum of \$25.00 per year and continuing thereafter for the creating of a fund to be used for the following purposes:

- 1. For maintaining and improving the lake and lake property.
2. For planting trees and shrubbery and caring for same.
3. For weed control, cutting, spraying, etc.
4. For constructing, purchasing, or maintaining any community service.
5. For any other purpose necessary or advisable in the opinion of the Easlick Properties, Inc. for keeping the property of the subdivision in good order.
6. For expenses necessary or incident to the examination of plans to determine the validity of an alleged violation of these restrictions.
7. For the enforcement of the building restrictions, conditions, obligations, reservations, rights, powers and/or charges contained herein.

It is understood that said fund shall at no time be increased beyond \$35.00 without consent of the property owners. It is expressly agreed that the maintenance fund charges referred to herein, including any expenses incurred in removing or completing any building in accordance with the preceding paragraphs, shall be a lien or encumbrance upon the property, vacant or improved, with respect to which said charges are made. It is further expressly agreed that the Maintenance Fund charges to which reference is made in this paragraph, while declared to be a lien and encumbrance against the property to which it relates, in the event of non-payment the same shall nevertheless at all times be subordinate to the lien of any mortgage then existing or which may thereafter be placed upon any property against which said lien rights shall be asserted.

FLOOD PLAIN

The lower floors, excluding basements, of residential structures shall be a minimum of one (1) foot higher than the elevation of the contour defining the flood plain limits. All openings into basements of residential structures shall not be lower than the elevation of the contour defining the flood plain limits. All basement walls and floors, below the elevation of the contour defining the flood plain limits shall be water tight and reinforced to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the flood plain limits. All residential structures shall be equipped with a positive means of preventing sewer back-up from sewer lines and drains which serve the building, and all residential structures shall be anchored to prevent flotation.

IN WITNESS THEREOF, the respective parties hereto have hereunto set their hands and seal the 21st day of

AUGUST 1973

In presence of

Richard C. Miller

Dean L. Easlick

Kristin J. Easlick

Walter G. Weinlander

Anne Easlick

John E. First

Sylvia Easlick

Olive M. First

Loretta J. First

Easlick Properties, Inc. A Michigan Corporation

Hilbert Bergman

Hilbert Bergman, President

Walter G. Weinlander

Walter G. Weinlander, Secretary

Gordon Easlick

Evelyn Easlick

Sadie Cook Guthrie

Loretta J. First

STATE OF MICHIGAN COUNTY OF GRATIOT) S.S.

On this 21st day of AUGUST 1973, personally appeared before me,

Dean L. Easlick and Kristin J. Easlick heirs of Kendall L. Easlick Hilbert Bergman, President, and Walter G. Weinlander, Secretary, of the above named corporation, and Walter G. Weinlander, Richard Easlick, Evelyn Easlick, Gordon Easlick, Anne Easlick, Sylvia Easlick, Sadie Cook Guthrie, Olive M. First, John E. First, and Loretta J. First, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public Richard C. Miller

Richard C. Miller Gratiot County, Michigan

My Commission expires April 3, 1977

Rainbow Lake Easlick Properties