

Restriction Agreement

PROPERTY: Loch Alpine, a Subdivision located in Webster and Scio Townships, Washtenaw County, Michigan, as described in the Plat recorded in the office of the Register of Deeds for Washtenaw County, Michigan, in Liber 8 of Plats, on Pages 26, 27, and 28, and Lots A and B as hereafter described:

Lot A – Commencing at the North $\frac{1}{4}$ corner of Section 2, T2S, R5E, Scio Township, Washtenaw County, Michigan thence South $88^{\circ} 27'$ West 1,767.87 feet; thence South $1^{\circ} 33'$ East 49.5 feet to the Place of Beginning; thence North $88^{\circ} 27'$ East 150.0 feet; thence South $1^{\circ} 00'$ East 140.00 feet; thence South $88^{\circ} 27'$ West 90 feet; thence North $24^{\circ} 44' 55''$ West 152.32 feet to the Point of Beginning, Scio Township.

Lot B – Commencing at the North $\frac{1}{4}$ corner of Section 2, T2S, R5E, Scio Township, Washtenaw County, Michigan, thence South $88^{\circ} 27'$ West 2,067.87 feet; thence South $1^{\circ} 33'$ East 49.5 feet to the Place of Beginning; thence North $88^{\circ} 27'$ East 160.00 feet; thence South $35^{\circ} 47' 05''$ East 192.20 feet; thence South $77^{\circ} 12' 35''$ West 92.25°; thence North $46^{\circ} 50' 35''$ West 250.00 feet to the Place of Beginning, Scio Township.

WHEREAS, said Subdivision is presently subjected to certain restrictions, conditions, covenants and encumbrances as expressed in a certain Restriction Agreement dated May 15, 1956 and recorded May 10, 1957 at Liber 783, Pages 531 to 582, Washtenaw County Records; and

WHEREAS, pursuant to Subparagraph (p) of said Restriction Agreement, the provisions of said Restriction Agreement may be modified or changed by the agreement of the owners of 75% of the lots therein in writing; and

WHEREAS, it is the desire of the parties hereto, being the owners of over 75% of the lots of said Subdivision, to vacate and set aside the aforementioned restrictions recorded in Liber 783, Pages 531 to 582, and to impose new and appropriate restrictions covering said property and to provide for enforcement thereof through the Loch Alpine Improvement Association, a Michigan non-profit corporation;

NOW, THEREFORE, for and in consideration of the premises, this Agreement made as of the 24th day of March 1973, in Washtenaw County, Michigan:

Witnesseth:

1. The parties hereto do hereby agree that all those certain restrictions, conditions, stipulations, covenants and encumbrances as imposed on Loch Alpine, a subdivision above described, in an instrument recorded in Liber 783, Pages 531 to 582, Washtenaw County Records, be and the same hereby are vacated, set aside and held for naught as applied after the recording of this instrument.
2. The parties do hereby agree that the following restrictions, covenants and conditions shall apply in their entirety to Lots 1 through 473, Loch Alpine, a Subdivision, and to Lots A and B, as hereinbefore described, and shall hereafter be binding on the parties hereto and the owners of all lots in Loch Alpine, their personal representatives, heirs and assigns.

Restrictions – Loch Alpine Subdivision

- a) **Residences:** No building other than one detached, private, single family dwelling house shall be erected on any one lot within this subdivision, no lot shall be used except for residential purposes subject to provisions for commercial construction contained in paragraph (n) hereof, and no building shall be erected on any site less than one lot; provided, however, that structures may be erected to house sewer and/or water facilities on any lot, for general subdivision use. No structures may be erected on Lots 471 through 473, also referred to as the “lake lots” except such as may be used for the use and enjoyment of said lakes such as boat houses, pavilions, docks and similar structures for the common use and enjoyment of lot owners in Loch Alpine. Use and enjoyment of the lake lots shall be restricted to the lot owners in Loch Alpine in accordance with the requirements thereof. Lots 465 through 470, now platted as a golf course, shall be known as golf lots. No use shall be made of the golf lots other than the operation of a private or semi-public golf course. All lot owners in Loch Alpine shall be deemed eligible for membership in any golf club operating the golf lots, but membership or use may be extended also to others.

The employment of Lots 465 through 470 as a golf course, shall be the only use alternative to residential use and in that event no structures shall be erected on such lots except such as are used in conjunction with the golf course, such as (but not in limitation of the generality of the foregoing) a club house, locker room, restaurant, maintenance buildings and other facilities. These lots may also be employed for park and recreational purposes for the benefit of the entire subdivision, anything to the contrary herein provided notwithstanding.

Restrictions relating to set-back, square foot area, fencing, landscaping and signs shall not pertain to any structures erected on the golf lots for golf course purposes.

All or any of the Lots 320 to 330, inclusive, 342 to 346 inclusive, and 382 to 387 inclusive, may be employed in conjunction with the golf lots for the erection of structures as above described, used in conjunction with the golf course, and for parking. In the event any or all of said lots are not so employed, all restrictions pertinent to residential lots shall apply.

- b) **Garages:** Every residence which may be erected hereafter on any lot within the subdivision shall include an attached garage or carport of at least 200 square feet in size. For the purposes of these restrictions, an attached garage or carport is defined as one which has a common wall with the residence of at least five (5) feet in length or a roof line tie to the residence which shall have been approved by the Architectural Control Committee as hereinafter provided. No detached garages or detached carports may be constructed.

- c) **Construction and Square Footage:** Exterior of all structure shall be either of frame, brick veneer, block, or stucco construction or of a type of construction approved by the Architectural Control Committee as hereinafter provided. No residence shall hereafter be erected on any lot or lots to contain a floor area of less than twelve hundred (1200) square feet for a single story structure or less than fourteen hundred (1400) square feet for a multiple level or multiple story structure nor shall any structure rise more than thirty five (35) feet above the highest grade of said lot. For the purposes of this restriction, floor area includes those portions of the residence which are heated, lighted and internally finished at the time a certificate of occupancy is issued, and shall not include porches, garages, carports, patios, and unfinished room, basements, or attics.
- d) **Set-Back:** No building shall be erected on any lot nearer to the front lot line than thirty-five (35) feet, nearer to the side lot line than fifteen (15) feet, or nearer to the rear lot line than thirty-five (35) feet. For the purpose of this restriction, front lot lines shall be considered to be those lot lines adjacent to all platted roads, drives, and courts, but not lanes, and eaves, steps, open porches, covered porches, garages, and carports shall be considered to be a part of the building. In the event any building shall be erected on a site in excess of one lot, such as one lot and a fraction, the set-back restrictions herein expressed shall apply as though the total building site were platted as one lot. No building may be erected on any site less than one lot.
- e) **Signs:** No sign 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 for rent, or signs used by the builder to advertise the property during the construction and sales period.
- f) **Fences:** No fence shall hereafter be erected on any lot to exceed five and one half (5-1/2) feet in height and shall be constructed so that it is at least fifty percent (50%) open when normally viewed. No fence shall be hereafter erected or screen plantings maintained closer to the front lot line than thirty-five (35) feet or the front of the residence which ever is the furthest distance from the front lot line as defined in paragraph (d) of these restrictions. All fences shall be approved before construction by the Architectural Control Committee as hereinafter provided.
- g) **Architectural Control Committee:** 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 and fencing have been approved by an 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 elevation. The Committee shall be composed of three (3) persons to be designated by the Board of Directors of the Loch Alpine Improvement Association, and a majority of the Committee may designate a member to act for it.

Committee members shall serve for a period of one year and successors shall be appointed by the Board of Directors of said Loch Alpine Improvement Association. All members serving on said Committee shall do so without compensation. Committee approval or disapproval, when required by this agreement, shall be in writing. Failure by the Committee to act within thirty (30) days of submission of plans and specifications, or in the event no suit to enjoin construction has begun prior to completion thereof, shall be construed to be a waiver of requirements of written approval.

- h) **Temporary Structure and Occupancy:** No structure of a temporary character, trailer, basements, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently, nor shall they be used at any time except as may be necessary for construction. No one shall occupy any permanent structure until such time as a Certificate of Occupancy has been issued by the appropriate governmental authority.
- i) **Nuisances:** There shall not be erected, maintained, carried on or permitted, any cemetery, crematory, hospital, asylum, or institution of like or kindred nature; no lot shall be used or maintained as a dumping ground for rubbish, refuse or garbage, and every residence shall have installed therein sink-type garbage grinders, calcinatory-type garbage incinerators or similar type of installation for the disposal of garbage.
- j) **Animals:** No animals other than common domestic household pets may be kept, such as dogs, cats or caged birds.
- k) **Power Boats and Docks:** No powerboats may be operated or maintained on the lakes located within the above described subdivision, and no docks may be built on said lakes without permission of the fee owner or owners thereof.
- l) **Water Conservation:** No water-using air conditioner may be installed without approval of the Architectural Control Committee unless said air conditioners contain water conservation devices; nor shall automatic lawn sprinkling systems be installed without prior approval of said Committee; and no storm water run off from conductor pipes shall be connected to the underground sewer system.
- m) **Utility Easements:** Easements for the installation and maintenance of utilities for sewer, water, electricity, gas and telephone lines, are reserved over six-foot strips over individual lots adjacent to all lot lines not fronting on a street, road or way.
- n) **Commercial Structures:** Lots 1 through 6 are hereby designated to be for commercial purposes and insofar as any restriction herein may conflict therewith as to set-back, residential purpose, etc., the same are held to be inapplicable, provided, however, that all commercial construction shall be limited to one-story building. No industry, light or heavy, shall be

conducted on any of said lots. Such commercial construction shall be subject to the approval of the Architectural Control Committee as is provided in paragraph (g) hereof.

- o) **Roads, Parks and Lakes:** The roads, drives, lanes, ways and paths as platted (hereinafter called roads) and the lakes and parks in this subdivision are private and intended for the general use of the owners of lots in this subdivision. No title to land in any road, park, or lake, in said subdivision is intended to be conveyed to any grantee of any lot or lots in said subdivision other than an easement in common among all lot owners, the owners of the golf lots (lots 465 through 470), their heirs, assigns, guests, and users of said golf course, provided that said use is with the express or implied consent of the owners of said golf course, and an easement for the installation and maintenance of utilities under, upon, or over the roads, parks, and lakes. The Loch Alpine Improvement Association, as hereinafter provided, and its assigns, shall have the right to grade and maintain the roads, lakes, and parks held for the general use in accordance with such grades and standards as it may establish. No road in said subdivision may be excavated, moved, disturbed, modified, or otherwise changed by any party without first obtaining written permission to do so from the Loch Alpine Improvement Association. At no time shall emergency-vehicle access to any lot be impaired or impeded by any party for any reason whatsoever. When a road is excavated as herein above provided, the excavated area shall be refilled with gravel and compacted by the party making the excavation. The material removed from the excavation shall not be used to refill the excavation. After refilling and compacting, the party making the excavation shall within fourteen (14) days, return the road surface to the same condition as existed prior to excavation including surfacing material and contouring. Trucks and other commercially licensed vehicles over one (1) ton capacity and unlicensed vehicles or equipment weighing over two (2) tons, such as construction equipment, hereinafter collectively referred to as "heavy vehicles", shall not use any road in said subdivision, except for access to one or more lots in said subdivision, using the shortest route over said roads, for the express purpose of delivering goods to or performing work thereon. The owner or owners of the lot to which any heavy vehicle is bound and the owner or owners and operators of said heavy vehicle shall be, jointly and severally, responsible for any damage to any road in said subdivision caused by or resulting from use of such road by said heavy vehicle or vehicles. In the event that any road is damaged as a result of the use of such road by a heavy vehicle as hereinabove provided, the party or parties responsible as hereinabove provided shall return said road to its original condition within fourteen (14) days of the occurrence of said damage. If said damage is not corrected as herein provided, the Loch Alpine Improvement Association shall have the right to repair or have repaired said damage at the responsible lot owner's expense. Exercise of

this right by the Loch Alpine Improvement Association shall be at their option but shall require written notice of the intent to exercise such right to said lot owner at least seven (7) days prior to making of such repairs. Buses licensed in accordance with the laws of the State of Michigan which are picking up or discharging residents of said subdivision and all emergency vehicles are specifically excepted from this restriction.

- p) **Term of Agreement:** This Agreement shall run with the land and be binding on all parties and all persons claiming under them for a period of 10 years from the date this Agreement is recorded, after which time said Agreement shall be automatically extended for successive periods of 10 years unless an instrument signed by the then owners of 75% of lots has been recorded, agreeing to change said provision in whole or in part. At any time the provisions of this Agreement may be modified or changed by the agreement of the then owners of 75% of the lots in writing but such change shall not be effective until the same is recorded, nor shall it have any retroactive effect.
- q) **Invalidation in Part:** Invalidation of any one of these provisions by judgment or court order shall in nowise affect any of the other provisions which shall remain in force and effect.
- r) **Enforcement:** Enforcement shall be by proceedings at law or in equity against person, persons, or firm violating or attempting to violate any provision hereof, either to restrain such violation or to recover damages, and such enforcement proceedings may be brought by Loch Alpine Improvement Association, or by any owner of a lot in Loch Alpine.
- s) **Ownership of Stock:** There shall continue as organized a non-profit Michigan corporation known as the Loch Alpine Improvement Association, the major purposes of which are to maintain roads, paths and ways in Loch Alpine and enforce restrictions in the subdivision. The number of shares in said corporation is 475 based on one share per lot. Each said share shall pass with the ownership of a lot in Loch Alpine and accordingly, simultaneously with transfer of title of any lot or upon Land Contract, grantee or vendee shall receive one share of stock in the corporation. It is expressly understood and agreed that in case of transfer of title by any grantee, his heirs or assigns, or by sale on Land Contract, of any lot or fraction thereof in Loch Alpine, there shall and must be transferred one share of stock (or fraction thereof proportionate to front footage of any conveyance or a fractional lot) to the grantee's grantee or vendee.
The grantee or vendee, their heirs and assigns, shall at all times be bound by the provision of the Articles of Incorporation and By-Laws of Loch Alpine Improvement Association, as amended from time to time. Upon any transfer, voluntarily or involuntarily, in any manner whatsoever, of any part of the lands hereby conveyed by any owner, there shall pass and be transferred, regardless of special mention in the

instrument of transfer or conveyance, the share of shares of stock in the Loch Alpine Improvement Association, together with all the rights, powers and obligations appurtenant thereto, and said land so transferred shall be conveyed and remain subject to all unpaid charges against said lands, as fixed and determined by said Loch Alpine Improvement Association, for the maintenance of roads, paths, and ways, in accordance with the Articles of Incorporation and By-Laws of the Loch Alpine Improvement Association, subject to lien rights in said corporation, enforceable in the manner of foreclosure of mechanic's liens, with or without notice.

In the event any lot shall become the property of the Loch Alpine Improvement Association, or acquired for public use by any governmental authority, the share or shares of stock appurtenant thereto shall be surrendered and canceled.

The provisions of this paragraph(s) shall not be subject to modification except in the manner provided in the Articles of Incorporation and By-Laws of the Loch Alpine Improvement Association.

- t) **Parking on Roads:** No automobile, truck, mobile home, trailer, boat, snowmobile, motorcycle, all-terrain vehicle, or any other type of vehicle shall be parked, placed, or left unmoved on any road, drive, court, lane, way, or path in said subdivision, hereinafter collectively called roads, for a period in excess of twenty four (24) hours. At no time shall passage on any road be blocked or impeded by any vehicle except as may be required for loading or unloading of a truck being used for moving the personal belongings of a resident or for construction on one or more lots in said subdivision. Any vehicle blocking passage of a road as provided hereinabove shall not be left unattended and shall be removed within five (5) minutes if required to allow passage of another vehicle or immediately to allow passage of any emergency vehicle or vehicles. No vehicle shall be abandoned due to inclement weather in such a location on any road as would block passage of either emergency vehicles or snow removal equipment.
- u) **Parking and Storage of Vehicles Off Roads:** No automobile, truck, mobile home, trailer, boat, snowmobile, motorcycle, all-terrain vehicle, any other type of vehicle, camper, camper top, or tent shall be stored, parked, or left unmoved for a period exceeding seventy-two (72) hours on any lot in said subdivision between the front lot line and the front of the building on such lot. If no building exists on a lot, no parking or storage as hereinabove provided shall be permitted within thirty-five (35) feet of the front lot line. No commercially licensed vehicle shall be stored or parked on any lot for any purpose other than to load or unload said vehicle except that one commercially licensed vehicle, of not more than three-quarter (3/4) ton capacity, may be parked or stored per lot in accordance with the above provisions. No vehicle or trailer of any kind or type

without current license plates shall be parked or stored on any lot except inside a completely enclosed building.

- v) **Variances:** It is the intent of these restrictions that they be followed in letter and in spirit. However, it is recognized that in certain cases a literal interpretation of these restrictions may result in unnecessary hardship or practical difficulty. Therefore, the Board of Directors of the Loch Alpine Improvement Association, as hereinabove provided, shall have the power to authorize in specific cases such variance from the provisions of these restrictions as will not be contrary to the interest of other lot owners or the intent of these restrictions. A variance shall not be granted unless and until the following conditions are met.
- i) A written application for a variance is submitted to the Board of Directors of the Loch Alpine Improvement Association by the lot owners;
 - ii) Special conditions and circumstances exist which are peculiar to the specific lot, its topography or vegetation, or structures on adjoining lots which would cause unnecessary hardship or practical difficulty in literally following these restrictions;
 - iii) The above special conditions and circumstances do not result from actions of the applicant;
 - iv) The request for a variance is not based upon the existence of another variance or variances;
 - v) The variance will be in harmony with the intent of these restrictions and the surrounding lots;
 - vi) The variance will not adversely affect the rights of the owners of adjacent lots under these restrictions; and
 - vii) Other lot owners shall have been given an opportunity to review and comment upon the variance application.

In granting any variance, the said Board of Directors may prescribe appropriate conditions and safeguards in conformity with these restrictions. Violations of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of these restrictions. Under no circumstances shall a variance be granted to allow a use not permitted by paragraph (1) of these restrictions.

IN WITNESS, we, the undersigned, comprising the fee owners of land contract purchasers of 397 lots in Loch Alpine Subdivision, being in excess of 75% of the total lots located therein, have set our hands and seals at the day and place opposite our names.

Instrument drafted by: LOCH ALPINE IMPROVEMENT ASSOCIATION

Resident Agent: Robert B Creal, Attorney
600 City Center Building
Ann Arbor, Michigan 48108

Recorded in the office of the Register of
Deeds for Washtenaw County, Michigan:
March 17, 1975 Liber 1504 page 783