

**BUILDING AND USE RESTRICTIONS
FOR
CARRIAGE HILL ESTATE WEST**

This document relinquishes, extinguishes and replaces the “Building and use Restrictions for Carriage Hill estates recorded May 9, 2012 Liber 2561 pages 637-650 in the Lapeer County Records.

These amendments were approved by 75% of the owners subject to these restricting.

KNOW ALL MEN BY THESE PRESENTS, THAT H. ED. BIRDWELL AND WANDA BIRDWELL, whose address is 2400 Indian Creek Blvd. West E 323 Vero Beach, Florida 32966 hereafter referred to as “Developer” for their benefit and for the benefit of all their assignees and grantees, do, by the recording hereof in the office of the Lapeer County Register of Deeds, decree and establish the following restrictions upon the future use of lots as hereinafter set forth.

These restrictions shall be binding upon the undersigned and upon all persons acquiring title to any of the said lots or any further division of said lots through the undersigned, their grantees and upon their heirs, legal representatives, successors and assigns.

Land covered by the following covenants of use is located in the Township of Attica, County of Lapeer, State of Michigan, and described as follows: CARRIAGE HILL ESTATES WEST made up of lots one (1) through forty three (43) and lots K, L, M, N, O, P, Q, and R and other land and parcels as described in Liber 7 of plats, page 162 Lapeer County of Records Carriage Hill Estates No. 2 as recorded in Liber 8 of Plats, page 5, Lapeer County Records, and covers land described in Exhibit B attached hereto which includes other parcels subject to the restrictions.

I LAND AND USE RESTRICTIONS

1. All the lots in said development shall be known and described as residential lots for single-family residential use only.
2. The designated Pedestrian Equestrian Walkways are now to be used by the adjacent property owner. Where two properties are adjacent to the trail, each shall use the ten feet adjacent to their lot.
3. The residence and any out building on a given lot must be of the same architectural style unless otherwise approved by the Architectural Review Committee. All buildings shall be site built (no modular, mobile, or pre-manufactured homes) and their plans and locations including driveway (at least 25 feet from lot line when possible) must be approved by the Architectural Review Committee.
4. All buildings shall be set back at least fifty (50) feet from any lot line. The front setback for any building on Lots 16, 17, and 18, is to be at the point that the width of the lot between the left and right property reaches 165 feet. No buildings can be placed within 110 feet if the southeast corner on lot 30. (This area contains old foundation concrete, tree stumps etc). Lot 34 contains foundation concrete in the south east corner (approximately 60 by 75 feet). An area approximately 35 by 60 feet, approximately 80 feet off the southeast corner of lot 35 contains an old basement.

5. The exterior of the home and the out buildings shall be constructed of materials and colors consistent with the other homes and the rural theme of the project.
6. All exterior construction must be completed within nine (9) month from the beginning of construction . The lawn must be planted within twenty four (24) months from the time construction began.
7. All homes must have at least a two (2) car garage, the entrance of which does not face the road. The garage interior must be finished. Driveways must be concrete or asphalt.
8. All fences shall be of a black horse type fence. Other colors must receive the approval of the Architectural Review Committee. Fourteen gage welded wire fence may be attached to the horse fencing if needed to contain smaller animals. Any other type of fencing must be approved by the Architectural Review Committee.
9. Only cats and dogs are permitted as pets except animals may be raised for 4 H as long as they meet the Attica Township Restrictions. .
10. No disabled motor vehicles, trailers and camping units or out of season motor driven sports vehicles shall remain on any lot for a period of more than one week unless the vehicle is housed in a permanent garage or out building. Trailers, Camping units and other personal items may be stored if out of sight from the street or neighbors' view. No owner or lessee shall park any large commercial-type vehicle within the development. Restoring or repairing of vehicles shall be permitted only within an enclosed building.
11. Any property using geothermal heating or air conditioning systems shall employ a closed-loop system.
12. Any satellite dish greater than thirty six (36) inches in diameter, any CB and/or Ham radio tower must be screened from view of the street and another residence, unless otherwise approved by the Architectural Review Committee.
13. No signs or notices of any kind whatever, (occasional garage sale signs are exempt) except signs identifying the land and the owner thereof shall be allowed on said lots. No real estate company signs at the entrance is permitted without the approval of the Architectural Review Committee. The Developer may have a sign at the entrance until he has sold all lots from Carriage Hill Estates East and Carriage Hill Estates West. Signs offering homes for sale by the owner or real estate shall be no larger than two (2) feet by two (2) feet.
14. Outdoor trash cans or collection containers must be hidden from view. The garbage collection company will be selected by the board for all owners with collection established on the same day to reduce loading of our private streets. Fuel oil or gas tank placement/location must be reviewed by the Architectural Review Committee. Outdoor fires other than fire rings or barbecue equipment shall not be permitted in said development.
15. Noxious, dangerous, offensive or unduly noisy activity of any nature, or activity that may be or becomes an annoyance to owners shall not be permitted.
16. No structure shall be erected or placed on any lot which is of a temporary character, or used as a residence, either temporarily or permanently. No old or used building or structure shall be moved on any lot.
17. Lot owners shall keep their lot trimmed and neat. Parts of larger lots left to grow natural must conform to the rules of the CARRIAGE HILL OWNERS' ASSOCIATION WEST. If after written notice, ten days have passed, owners in said development have the right to take legal action.
18. All vacant lots must be mowed ten (10) feet from the road.

19. The Architectural Review Committee shall reserve the right to evaluate the addition of any alternative energy source that is visible within Carriage Hill Estate West including wind and solar generation.

20. All pets will be properly contained within the owner's property and not allowed to run free within Carriage Hill Estate West.

21. Since there has been no sell of lots 35 and 43 in twenty nine years, the said lots or the division thereof; shall be used for single family use only. Based on the current rules of Attica Township, lot 35 may be made into two lots and lot 43 made into four lots. The square footage on homes on said lot shall be a minimum of 2200 square feet.

22. Any dwelling on any lot in said development shall have a floor area in the main structure, exclusive of basement, garage, deck, breezeways and one story open porches, of the following square footage:

A. Lots sold before January 1, 2006 Inclusive of the following lots 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 15, 18, 23, 24, 25, 26, 27, 30, Q, R,) must be at least 1,800 minimum square feet for a single level dwelling and 2,000 minimum square feet for any multiple level dwelling with a minimum of 1,300 square feet on the ground level.

B. The following lots (4, 13, 14, 16, 17, 21, 22, 28, 29, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, K) must have a minimum of 2200 square feet with a minimum of 1,300 square feet on the ground level for any multiple level dwelling. The exterior must be at least 25% brick or stone. The house frontage must have a minimum 70 lineal feet. (The Architectural Review Committee may grant a variance for the frontage requirement).

C. All homes on the lake front must be a minimum of 2,500 square feet with 25% brick or stone. The house frontage must be at least 70 feet.

D. Barns or storage type buildings may be built on lots with the approval of the Architectural Review Board.

23. All wells within the development shall have wells that extend into the bedrock for their water source. When these wells are constructed, the casing of the wells must extend fifty (50) feet into the bedrock. This has been shown in the past to help reduce the amount of arsenic in the well water. Once the well is completed, the well must be tested for arsenic content.

A. If arsenic is present exceeding the USEPA limit of .01mp/l a point of use treatment devise certified for the reduction of arsenic will be suggested. All treatment devices need regular maintenance. Failure to maintain these devices could cause an increase in the content of arsenic exceeding the amount in the source water. All devices installed must be capable of reducing the content to below the established limit. Some people who drink water containing arsenic in excess of the established standard of .0mg/1m, could experience skin damage or circulation problems, and may have increased risk of getting cancer.

B. The elevated iron levels of 1.1 to 0.5mg/l although not a health concern may require treatment of the water supply to improve the taste, color and prevent staining of water fixtures.

24. Sewage disposal systems must meet current government requirements including:

A. Plot plans must be submitted to the Lapeer County Health Department for each lot for review and approval prior to building. Builders need to review these site plans before starting construction, as structure locations may be critical.

B. Sufficient on-site investigations to establish the suitable location, size and other necessary items for the initial and replacement on-site sewage disposal systems prior to commencing construction or permanently establishing the proposed dwelling location.

C. Provide sufficient nearly level areas for the accommodation of the initial and replacement sewage system.

D. Any filling or re-grading is to meet the approval of the Lapeer County Health Department prior to the implementation thereof.

E. There must be sufficient removal of trees and scrubs within ten (10) feet of the drain-field. A minimum of twelve (12) inches of stone is to be provided below the drain tile in areas where trees are closer than ten (10) feet.

25. The 100-year flood plain elevation of Russell Lake is estimated to be 900.0 feet (National Geodetic Vertical Datum). This was determined using the Natural Resource Conservation Service method of determining runoff and site investigation. This elevation does not include an estimation of groundwater fluctuation. We urge you to use caution when setting residential structures on lots adjacent to lakes without outlets

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

B. Residential building lots 19 and 20, unplatted lots and the park area adjacent to Russell Lake, and any future development of residential building sites adjacent to Russell Lake, shall perpetuity be included in these flood plain regulations and may not be amended.

C. Any building used or capable of being used for residential purposes and occupancy shall;

D. Have lower floors, excluding basements, not lower than the elevation defining the floodplain limit.

E. . Have the opening into the basement not lower than the elevation defining the floodplain limits..

F. Have basement walls and floors, if below the elevation defining the floodplain limits, that are watertight and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the floodplain limits following methods and procedures outlined in chapter 5 for type A construction and chapter 6 for class 1 loads found in the publication entitled "Flood Proofing Regulations," EP 1165314, prepared by the office of the chief of engineers, United States Army, Washington DC. March 1992. Figure 6 on page 14-5 of the regulations shows typical foundation drainage and waterproofing details. This document is adopted by reference in these rules and is available at no cost from the Department of Environmental Quality, Land and Water Management Division, P.O. Box 30458, Lansing Michigan 48909-7958 or the Department of the Army, Corp of Engineers, Publication Depot, 890 South Pickett, Alexandria, Virginia 22304

G. Be equipped with a positive means of preventing sewer backup from sewer lines and drains that serve the building.

H. Be properly anchored or weighted to prevent flotation.

II ARCHITECTURAL REVIEW COMMITTEE

A. The committee will consist of 4 or more members to be appointed by the Board which consists of President, Vice President, Secretary, Treasurer and will also include the developer which will remain on the board until all lots are sold.

B. No building or structure shall be constructed or altered until the plans and specifications showing the design or the structure including a plot plan and the approximate cost of the structure to be built have been submitted to and approved by the Architectural Review Committee.

C. The Architectural Review Committee shall have the right to refuse or approve any such plans or specifications or grading plans which are/are not suitable or desirable in its opinion for aesthetic or other reasons. In so passing upon such plans, specifications and grading, it shall have the right to take into consideration the suitability of the project to the site and to determine whether the project is harmonious to its surroundings as seen from the adjacent or neighboring properties. It is understood and agreed that the purpose of this paragraph is to cause the lots to develop into a beautiful, harmonious and private residential neighborhood and if a disagreement on the points set forth in this paragraph should arise, the decision of the Architectural Review Committee shall control. The Architectural Review Committee may grant variances from these restrictions to avoid hardship or unreasonable results.

D. However, in the event the Architectural Review Committee shall have failed to approve or disapprove such plans and location within thirty (30) days after the same shall have been delivered to the Architectural Review Committee, then such approval will not be required, provided the plans and locations of the lots conform to requirements of this instruments and/or are in harmony with existing structures in the development, and any zoning law applicable thereto.

III PRIVATE STREETS

The area designated as Private Street in the development known as Carriage Hill Estate West and is to be used in common by the above described property owners and their invitees as follows:

A. The streets are to be used for ingress and egress.

B. No off road vehicles or racing vehicles are permitted to use the streets.

C. The streets and ditches will be maintained by the Carriage Hill West Association of Owners through assessments as determined by that body. Any filing or change to the ditches must be approved by the Architectural Review Committee. All culverts must be a minimum of twenty (20) feet long and twelve (12) inch diameter.

D. The Carriage Hill Association of Owners West may adopt rules governing the use of the streets.

E. The owners of Seventy five (75%) percent of the lots in Carriage Hill Estate West may authorize the dedication of the streets to the public.

IV COMMON LAKE ACCESS

The "Common Lake Access" with access from Carriage Hill Estates West is to be used in common, exclusively by the lot owners and their invitees of Carriage Hill Estates East and Carriage Hill Estates West as follows:

A. The Common Lake Access will be maintained by Carriage Hill Homeowners Association West through a yearly assessment based on cost of maintenance and insurance and divided equally per lot. Failure to pay said costs forfeits lake access for the current year. Access will be granted upon payment within the current year and is also renewable on a yearly basis.

B. The "Common Lake Access" is to be used for ingress and egress.

C. No internal combustion motors are allowed on the lake by any lot owner or their invitees described above.

E. The common lake access will be maintained by the Carriage Hill Association of Owners West through assessments as determined by that body.

F. The Carriage Hill Association of Owners West may adopt rules (equal to all as described above) governing the Lake Access.

G. The lot owners from Carriage Hill Estates East maintains all deeded lake rights but are subject to the yearly lake use access fee.

V. HOLD HARMLESS

1. The Association of Owners shall adequately insure its members from liability and property damage resulting from use of the streets, pedestrian and equestrian walkways, common lake access and easements designated in the Subdivision Plat.

2. The owners, (residential and equestrian), and their invitees agree to hold one another and the Association of Owners harmless from any loss or damages resulting from their use of the streets, Pedestrian and Equestrian Walkways, Common Lake Access and easements.

VI. ASSOCIATION OF OWNERS WEST

A. There is hereby created an Association of owners called "CARRIAGE HILL ESTATE WEST OWNERS ASSOCIATION".

B. The owners of each lot in Carriage Hill Estates West will be a mandatory member of the Owners Association West with one (1) vote per lot or parcel.

C. The purpose of the Owners Association West is to manage, Lake Access, private roads and the storm water systems, and matters incidental thereto for the benefit of all owners and to enforce these restrictions and any by-laws, rules or regulations of the Owners Association West.

1. Annual Meetings

Meetings shall be held yearly by the "Carriage Hill Estates Owners Association West", for the purpose of:

:

A. Election of officers.

B. Approving a maintenance program for the following year.

C. Approving a maintenance budget that shall provide substantial funds for maintaining the roads. Snow removal, removal of any trees or bushes that may grow within the road right of way, repair of the road surface damage, and repair of the drainage system, such as ditches and culverts. This may include other repairs, inspections, and maintenance, necessary to maintain the road in a condition that was approved by Attica Township.

D. Maintaining the Lake Access.

E. A quorum for a regular or specially called business meeting on items other than restrictions changes will be 51% of those owners present or by proxy.

F. The Owner's Association has the authority to revise rules and regulations for the benefit of the owners.

G. Any updates to the restriction document will require a 75% of the owner's approval to pass changes. If 75% of the owners are not present at the meeting an approval letter will be sent to all owners with a required date of reply to be within two weeks from the mailing date. No reply by said date will be considered a yes vote.

2. ASSESSMENT

Each Landowner shall pay an annual assessment equal to his/her proportional share of the budget approved by the "Carriage Hill Estate West Owner's Association". The proportion of the budget paid by each landowner shall be equal to the proportion of the total number of parcels of land which he/she owns.

3. ASSESSMENT COLLECTION

All assessments payments shall be made to the treasurer of the Carriage Hill Estate West Owners Association. All assessments will be mailed April 1st and must be paid by May 15th. The treasurer shall place all funds collected in the "Carriage Hill Estates West Owner's Association" account at the bank designated by the above named association.

4. FAILURE TO PAY ASSESSMENT

A. If any landowner is in default for any assessment payment for more than thirty (30) days, the landowner will be charged 7 % per annum and a late fee of 15% on the assessment balance due. After six (6) months of non-payment the "Carriage Hill Estate West Owners Association" has the authority to file a lien on said property until payment is made in full.

B. Any assessment not paid in full within thirty (30) days following its due date shall bear interest from the due date at a rate of seven (7) % per annum and shall be subject to a late payment fee equal to 15% of the amount of the assessment to cover the cost of collection by the Association. In case of hardship; an appeal may be made to the board and if accepted by them may defer the payment. In the event that the cost of collection, including attorney's fees, exceeds 15% of the amount of the assessment, the Association shall be entitled to collect the deficiency. The aggregate amount of the unpaid assessment, interest, late payment fee, and deficiency shall be a lien against the lot corresponding to the unpaid assessment. The Association may bring action at law against the owner personally obligated to pay the assessment, interest, late payment fee and deficiency, and may foreclose the lien against the Lot in the same manner that real estate mortgages may be foreclosed by action under Michigan law. No owner (see exemption below) may wave or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her lot.

C. The lien of the assessment provided for herein on any lot shall be subordinate to the lien of any First Mortgage covering the Lot. Sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of the assessments but shall not extinguish the Owner's personal obligation for the payment which became due prior to such sale or transfer. No sale shall relieve such Lot from liability for any assessment becoming due after such sale or from the lien thereof.

5. Exempt Property

The Developer, and the developer's successors and assigns do not pay the annual fee but does pay a percentage of the developer's remaining lots out of 52 lots developed lots (west), for the cost of snow removal.

ARTICLE VII

1. General

The Association, acting through the Board, shall be permitted to assess monetary fines against any Owner in the event the Owner or his /her tenants, guest, family or invitees shall violate any of the provisions of this Declaration or any of the rules and regulations duly established by the Association. Such Owner shall be deemed responsible for such violations whether they occur as a result of his/her personal actions or the actions of his/her family, guest, tenants, or invitees.

2. Procedures

Be a good neighbor. Before filing a complaint, talk to the individual you feel is in violation. Try to work it out. Only if there remains a problem, file a complaint with the president of the board.

- A.** Any owner may file a complaint with the Board.
- B.** Notice of the violation, including the provisions of this Declaration or regulations of the Association of Owners, together with a written description of the factual nature of the alleged offense shall be sent by first class mail, postage prepaid, or shall be personally delivered to the Owner.
- C.** Failure to respond to the notice of violation shall constitute a default by the Owner.
- D.** Upon appearance by the Owner The President will present the case before the Board. The presentation of evidence of defense will be made by the owner. The Board shall by a majority vote of a quorum, (excluding the president) decide whether a violation has occurred. The Board's decision shall be final.
- E.** If a complaint should be lodged against a board member that said board member will be replaced with a member of the Architectural Review Committee where the previous procedure of section 2 paragraph's (a) through (c) will be administered.

3. Violations

Upon finding by the Board that a violation has occurred, the following fines shall be levied against the offending Owner:

- A.** First Violation. No fine shall be levied.
- B.** Second Violation. A \$150.00 fine shall be levied.
- C.** Third Violation. A \$300.00 fine shall be levied.
- D.** Forth and subsequent Violations. A \$750.00 fine shall be levied.

Note that the above contained in section 3 is valid for a single infraction. Upon finding the same owner in violation of a new and unique infraction through the process of section 2 paragraphs (a) through (e) the fine process contained in section 3 will be repeated from line item (a) through (d) for the second and unique infraction.

4 Fines

The fines levied pursuant to Section 3 above shall be assessed against the Owner in the same way as the annual Association assessments and shall be due and payable to the Association on the 30th day after the decision. Failure to pay the fine when due shall subject the offending Owner and his/her Lot(s) to all of the liabilities set forth in Article VII, Section 7 hereof.

5. MAINTENANCE AND REPAIR WORK

The board shall arrange for such maintenance and repair work as has been approved by the “Carriage Hill Estates Owners Association West”. All bills for approved work shall be paid by the treasurer. The maintenance and repair work shall include an annual inspection and if advisable, maintenance and repair of the storm water system, settling tank and infiltration field. If work is deemed necessary on any property or general blight the owner or bank will be assessed the associated fees for said work.

VIII MISCELLANEOUS AND ENFORCEMENT OF PROVISIONS

1. If any lot owner at any time shall violate or attempt to violate any of the covenants, conditions, restrictions, agreements, reservations or easements herein provided. It shall be lawful for the Association of Owners or any other person or persons owning any real estate in Carriage Hill Estate West to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate and to prevent them from so doing or to recover damages or other dues for such violation including reasonable attorney fees for the prevailing party.

2. The provisions herein contained shall insure to the benefit of and be enforceable by the Association of Owners and:

A. The Developer and the Developer’s successors and assigns.

B. The grantees in deed conveying land in said development, their respective heirs executors, administrator or assigns.

C. Any subsequent owners of any land in said development.

D. The Township or its duly authorized representative.

E. The Lapeer County Drain Commissioner.

The failure of any of the above enumerated persons to enforce these restrictions shall in no event be deemed a wavier of a right to do so thereafter as to the same breach or as to any breach prior or subsequent thereto.

3. These restrictions can be changed and/or altered by sixty (60 %) percent of owners with written notice and signed instrument. . Notwithstanding the above paragraph 20 of Article 1 covering well installation may not be amended except by agreement of the Developer and the Lapeer County Health Department and those provisions relating to the drainage system in paragraphs VII.3, Vii.4.c, VIII.2.e and VIII.3, may not be amended except by agreement of the Developer and the Lapeer County Drain Commissioner and Attica Township and provisions regarding the boarding and use of horses may not be amended without the approval of the Attica Township.

4. All restrictions shall be perpetual restrictions and shall run with the land.

5. No hunting is allowed on all Carriage Hill Estate West Property.

Witnessed this _____ day of _____ 2015
S. S.
County of _____

On this _____ day of _____ 2015 before me personally appeared H. Ed. Birdwell and Wanda Birdwell, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as his and her free act and deed.

Notary Public

_____ County, State of _____

My Commission Expires : _____

Drafted by and return to:

H. Ed Birdwell
2400 Indian Creek Blvd. West
E 323
Vero Beach, Florida 32966