

Phase 2 Recorded At The Register of Deeds Livingston County, MI

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR NICHNAGH LAKE ESTATES NO. 2 AND CONTIGUOUS SUBDIVISION**

THIS INSTRUMENT made this 22th day of December, 1989, by NICHWAGH ARROWHEAD ASSOCIATES, a Michigan Limited Partnership whose address is 200 E. McHattie, South Lyon, Michigan 48178; C & C LAND DEVELOPMENT COMPANY, a Michigan Corporation whose address is 200 E. McHattie, South Lyon, Michigan 48178; LIVINGSTON SERVICE CORPORATION, 611 E. Grand River, Howell, Michigan 48843; D & N SAVINGS BANK, FSB 611 E. Grand River, Howell, Michigan 48843; NBD MORTGAGE CO. 900 Tower Dr. - Suite 500, Troy, Michigan 48098; CUSTOM COUNTRY HOMES INC., 200 E. McHattie St., South Lyon, Michigan 48178; CARYN P. FALLERT and PAUL J. FALLERT, husband and wife, 11332 Clovis Pointe, South Lyon, Michigan 48178; CINDY L. FELSTOW and JAY D. FELSTOW, husband and wife, 14234 Farmington Road, Livonia, Michigan 48154; and BEVERLY A. MACHNIAK, 6739 Abington Road, Detroit, Michigan 48228.

The parties are the owners of Lots 51 through 95 inclusive of Nichwagh Lake Estates No. 2, Green Oak Township, Livingston County, Michigan, a subdivision as recorded in Liber _____ of Plats, Pages _____ through _____, Livingston County Records.

The following restrictions, covenants and easements are hereby declared to be binding and effective on all Lots in Nichwagh Lake Estates No. 2. Each party hereafter accepting a deed, land contract, or other conveyance of land in said Nichwagh Lake Estates No. 2, shall thereby be deemed to have become a party hereto and to have agreed to the restrictions applying to the land thereby acquired. Use of the word "Lot" herein shall refer to the platted Lots in Nichwagh Lake Estates No. 2. Use of the word "Subdivision" herein shall refer to Nichwagh Lake Estates No. 2, as it is intended that Lot owners in Nichwagh Lake Estates No. 2 shall be subject to these same restrictions. The restrictions and easements contained herein shall run with the land.

BUILDING AND USE RESTRICTIONS

1. The restrictions herein shall be in addition to any and all restrictions covering property in Green Oak Township, Livingston County, Michigan, in any zoning ordinance.
2. The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, and to prevent the impairment of attractiveness of the property.
3. For the purpose of this declaration, the Developer, or their successors and assigns constitute the Building and Architectural Review Committee, hereinafter called the "Review Committee." At any time, the "Review Committee" may appoint a neighborhood committee. The neighborhood committee shall act in the "Review Committee's" place. Any neighborhood committee shall consist of individuals whom shall be the owner of a Lot or Lots in Nichwagh Lake Estates No. 1 or Nichwagh Lake Estates No. 2.
4. Where, in the judgment of the "Review Committee", appearance and values of Nichwagh Lake Estates No. 2 will not be affected adversely by certain exceptions to these restrictions, such exceptions may be approved on an individual basis.

5. Said lands and premises shall only be used for single family residential purposes.

6. No buildings, or other structures shall be erected or placed upon said lands or premises other than single family dwellings of not less, than 1800 square feet of inside main floor area (except as outlined in paragraph 13) for any single level dwelling, and not less than 2100 square feet for multiple level dwellings. Such area shall be determined only on the dimensions of the portion of said dwelling which are above the ground level and shall not include porches, breezeways, garages, finished areas in walkout basements, or other rooms which are not ordinarily considered to be main rooms of said dwelling. No detached garage may be built upon said lands and premises. All garages must be attached to the main residence and shall provide space for at least two autos, and the garage auto entrance doors shall not face the street.

7. No dwelling, out building, fence, wall, greenhouse, outdoor lighting, swimming pool or other structure shall be started or erected, nor shall any exterior alteration, change or addition be made until plans, materials, and location have been approved by the "Review Committee" and a copy of the plans filed with the "Review Committee." The Committee will have the right to refuse or approve any plans, specifications or grading which in its opinion is not suitable or desirable. If within thirty (30) days, the "Review Committee" fails to approve or disapprove any documents or matters submitted to it, approval will not be required and this covenant shall be deemed to have been fully complied with. The "Review Committee" shall review architectural design and exterior materials. If plans are disapproved by the "Review Committee", then said proposed building, fence, or other structure shall not be erected.

8. No old or used structures shall be moved upon said lands and premises, no modular or prefabricated component homes, no temporary house trailers, tents or shacks are permitted. All recreational vehicles must be parked to the rear of the lot or behind the dwelling.

9. The construction time on any house shall not exceed one year. All building construction must be supervised by a licensed residential builder.

10. The visible exterior walls of all dwelling structures built on a lot in the subdivision shall be made of wood, brick, stone or stucco. All wood sidings shall be of the individual board type, (wood siding made of 4 x 8 sheet material, vinyl or aluminum siding shall not be allowed). A minimum of 30% (thirty percent) of visible exterior walls, excluding windows and openings, shall be made of brick or stone masonry. Also, all main residence structures shall have one or more offsets in the front elevation.

11. All buildings must be built on a continuous solid foundation of cement, block, poured concrete, brick or other similar hard material.

12. No residential structure shall be erected or placed nearer than 83 feet from the center line of the road facing the front of the dwelling.

13. No building or other structure of any nature shall be erected or placed nearer than fifteen (15) feet from any side lot line of said lands and premises. No tool shed or other out building may exceed a total of 180 square feet, and must match the style of construction and exterior trim of the main dwelling.

14. No signs, billboards, advertising devices, or any unsightly objects of any kind shall be erected or displayed upon said lands or premises or any building or structure thereon, nor in or over the road, except where approved by the "Review Committee."

15. All disposal of sewage shall be through suitable septic tanks or methods approved by the Livingston County Health Department.

16. There shall be no filling of, or the occupation of the flood plain area without written approval of the Michigan Department of Natural Resources.

17. All flood plain restrictions stated must be observed in perpetuity.

18. No noxious or offensive activity shall be carried on upon the Lots with Nichwagh Lake Estates No. 2, or anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No animals other than domestic pets may be kept upon the Lots. No heavy equipment may be stored upon these lands except during time of actual construction.

19. All unused building materials and temporary construction structures and debris shall be removed from the Subdivision within 60 (sixty) days after substantial completion of the dwelling. The portion of the surface of the earth which is disturbed by excavation and other construction work shall be finish graded and seeded or covered with other landscaping as soon as the construction work and weather permits.

20. Every owner shall promptly dispose of all refuse and garbage so that it will not be objectionable to neighboring property owners. No outside storage of refuse or garbage or use of outside incinerator shall be permitted. No garbage shall be burned at any time (or placed at any location within the Subdivision).

21. Only regular radio or TV antennas, not exceeding 8 feet over the root line, shall be installed on any Lot.

22. Motor vehicles:

(a) No motor vehicle of any kind shall be parked on any street, driveway, or yard, for more than one week in a non-operating and/or non-licensed condition.

(b) No commercial motor vehicle over 24 feet in length, or semi-tractor and/or trailer shall be parked on any street, driveway, or yard for more than 8 hours in a 24 hour period, except for commercial vehicles, machines, and equipment required to perform construction or repair services to the dwelling for the period of time necessary and for said construction or repair.

(c) The onsite storage of recreational vehicles such as campers, self-propelled motor homes, snowmobiles, all terrain vehicles, boats, and boat trailers which are licensed by the Lot Owner, and in operative condition, shall be permitted if stored behind the front lines of the house and on a hard surface similar to the driveway.

23. French Park, located in Nichwagh Lake Estates, is a private park reserved for the use of the Lot Owners. Within this park, no fencing or other structure of any kind may be erected, and the area shall not be disturbed, so as to remain in a natural state for the exclusive use of all Lot Owners.

24. Every owner shall have a right of enjoyment in and to French Park, located in Nichwagh Lake Estates, which shall pass with the Title to every Lot, subject to all of the terms and provisions of these building and use restrictions and the Articles and By—laws and Resolutions of the Nichwagh Lake Homeowners Association, with specific reference to the following provisions:

(a) The Nichwagh Lake Homeowners Association shall be formed and registered as a Non-Profit Corporation under the rules and guidelines of the Michigan Department of Commerce - Corporations & Securities Bureau.

(b) The right of the Nichwagh Lake Homeowners Association to make such rules and regulations for the usage of the French Park as it deems appropriate.

(c) The right of the Nichwagh Lake Homeowners Association to suspend the voting rights and right to use the recreational facilities by an owner for a period not to exceed 60 (sixty) days at a time, for any infraction of its published rules and regulations, or for non-payment of any assessment.

(d) The right of the Nichwagh Lake Homeowners Association to assess such sums against Lots as it shall deem necessary to pay for the services and activities of the Nichwagh Lake Homeowners Association, including maintenance and improvement of French Park.

(e) Any owner may delegate, in accordance with the Articles of Incorporation and the By-Laws of the Nichwagh Lake Homeowners Association, the owner's right of enjoyment to French Park and any facilities to the members of the owner's family, the owners tenants or other persons, all of whom must reside on the Lot.

25. These restrictions may be amended by the owners of the fee interest of three-fourths of the lots contained in the Subdivision, by instrument signed by said owners and duly recorded, but said amendment shall not be effective until all of the lots in the Subdivision have been conveyed by recorded conveyances to the first owner-occupant thereof. Prior thereto, these restrictions may be amended by the "Review Committee" acting alone and as to all Lots, whether they are built upon or not. Because these restrictions are designed to be adopted as to subsequent phases of Nichwagh Lake Estates, it is here clarified that the three-fourths of owners necessary to amend means three-fourths of the owners of Lots of all phases of Nichwagh Lake Estates, and that this right of amendment shall not go into effect until the last Lot of all phases of Nichwagh Lake Estates is conveyed to the first owner-occupant.

26. In the event any part or provision of the restrictions contained in this instrument should be held ineffective or invalid for any reason by waiver, judgment, or decree, court order, or otherwise, all other parts of provisions of these restrictions shall nevertheless remain in full force and effect.

27. Violation of any restriction or breach of any covenant contained herein shall give any party, the right, but not the obligation, to enter upon the land as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any construction or other violation that may exist thereon contrary to the intent and provisions thereof and said party shall not thereby become liable for trespass. Nichwagh Lake Estate Homeowners Association shall be deemed to benefit by these restrictions and have full standing to enforce any provisions hereof, the same as Lot Owner.