

AUG 1 4 42 PM '79

CONDITIONS, COVENANTS AND RESTRICTIONS
OF
TAMARAC NO. 6

William H. Harrison
REGISTER OF DEEDS
ST. JOSEPH CO. MICH.

Iroquois Development Corporation, a Michigan Corporation, being the owner of all of the premises and lots contained in Tamarac No. 6, a recorded plat filed and of record in the Office of the Register of Deeds for St. Joseph County, Michigan, in Liber 6 of Plats, Pages 51 and 52, and desiring to create and establish certain conditions, covenants and restrictions to govern and control the use, occupancy, ownership and title of each and all of said lots contained in said plat as recorded, does impose upon and subject the title, use, occupancy and ownership of all of the lots contained in said plat as hereinafter set forth. (References to the "Board" and "Architectural Committee" refer to those of Tamarac Community Association, Inc.)

1. Architectural Control. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plans showing the location of said building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Merrill H. Armstrong, Richard D. Verheul and Norman J. Rivers, or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative or representatives with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin

the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications, a copy of which shall be delivered to the owner or owners of the lot upon which the prospective improvements are contemplated prior to the beginning of such construction. No changes or deviations in and from such plans or specifications shall be made without the prior written consent of the Committee. The Committee shall not be responsible for any structural or other defects in such plans or specifications, or improvements erected according to such plans or specifications. Upon the death or resignation of any of the above named members of the Committee, the remaining member or members shall, by agreement, designate a successor member or members.

2. Residential Uses. All lots within the plat shall be used solely for residential purposes.

On all lots within this plat, not more than one single family dwelling unit, with suitable accessory buildings, such as garage or carport, shall be built on any lot. No garage or accessory buildings shall be used as living quarters, except for employees and bonafide guests, and such garage or accessory buildings, or basement, shall not be used or occupied as living quarters prior to the erection of the building.

Any structure commenced on any lot shall be completed within twelve (12) months of the commencement of construction.

3. Division of Lots. No lot within the plat shall be sold except as a whole, except that a lot may be divided and the parcels conveyed to adjacent owners, provided, however, that no dwelling units shall be permitted on a site smaller than the smaller of the lots from which such site shall be created. Specific setback lines are established by these restrictions as follows:

A. No dwelling, garage or accessory buildings shall be constructed within forty (40) feet from the front street lot line, within fifteen (15) feet from the rear lot line and within ten (10) feet from each side lot line.

4. Storage of Vehicles. All dwelling units shall be provided with a garage or covered carport for at least two automobiles unless otherwise specifically allowed by the Committee. No house trailer, habitable motor vehicle, boat or boat trailer, camper trailer or the like shall be placed or stored on any lot, except within an enclosed garage or carport, totally concealed from view from all portions of the properties, in all seasons of the year and in conformity with reasonable regulations established by the Committee. No truck or commercial vehicle shall be stored or parked on any lot, except temporarily during construction or repair of the improvements on said lot, except temporarily during construction or repair of the improvements on said lot, except in a garage.

5. Pets. No horse, cattle, swine, goats, poultry or fowl, except caged birds, shall be kept on any lot, and no other animal shall be kept on any lot except household pets, which shall be confined or be on leash.

6. Business and Commercial Use of Property Prohibited. No trade, craft, business, profession, commercial or manufacturing enterprise, or business or commercial activity of any kind shall be conducted or carried on upon any lot within said plat, or within any building located on said plat, nor shall any goods, equipment, vehicles, including buses, trucks and trailers of any description, or materials or supplies used in connection with any trade, service or business, wherever the same may be conducted, or any vehicles in excess of 8,000 pounds gross weight, including buses, trucks and trailers of any description, used for private purposes, be kept, parked, stored, dismantled or repaired outside on any residential lot, or on any street within said plat, nor shall anything be done on any residential lot which may be or may become an annoyance or nuisance to the neighborhood.

7. Rubbish. No lot or tract shall be used or maintained for a dumping lot for rubbish. Trash, garbage, and other waste shall not be burned in outside open incinerators, and shall be kept in sanitary containers. This does not prevent the burning of leaves in the fall. Yard rakings such as rocks, dirt and other materials, as a result of landscaping shall not be dumped in the public streets or ditches. The removal and disposal of all such materials shall be the sole respon-

sibility of the individual lot owner. Should any individual lot owner or contract purchaser fail to remove any such trash, rubbish, garbage, yard rakings and other materials from his property or the street and ditches adjacent thereto within ten days following the date on which notice is mailed to him by Tamarac Community Association, Inc., informing him of such violation, then said corporation may have said trash removed and charge the expense of removal to said lot owner or purchaser. Any such charge shall become a continuing lien on the property, which shall bind the property in the hands of the then owner or contract purchaser, and his successors in interest. Such charge shall also be a personal obligation of the one who was the owner or contract purchaser of the lot involved on the date of removal.

8. Signs. No signs shall be erected or maintained on any residential lot in the tract, except that not more than one approved "For Sale" or "For Rent" sign placed by the builder or by a licensed real estate broker, not exceeding twenty-four (24) inches high and thirty (30) inches long may be displayed on any lot. No signs are to be posted by owners other than the original builders.

9. Fences. No fence, wall, hedge or mass planting other than foundation planting shall be permitted on the front lot line, and those on side lot lines shall not be higher than three (3) feet from the front street line to the minimum setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade of the back of said retaining wall, providing however that no fence, wall, hedge or mass planting shall at any time, where permitted, extend higher than six (6) feet above ground. Fences shall be well constructed of suitable fencing material and shall be artistic in design and shall not detract from the appearance of the dwelling house located upon the lot or building site, or be offensive to the owners or occupants of, or detract from the appearance of the dwelling houses located on the adjacent lots or buildings plots.

10. Utility Easements. An easement is reserved under and upon the exterior five (5) feet of front and rear boundary lines and under and upon the exterior two and one-half (2-1/2) feet of side boundary lines of all lots for utility installation and maintenance of power, telephone, water, sewer, drainage, gas, etc. together with

the right to enter upon the lots at all times for the purposes stated. Additional necessary public utilities and utility easements are reserved as shown on the recorded plat and others, as required, will also be recorded as will be necessary easements required by governmental subdivisions.

11. Floor Plan Minimums. On lots numbered 236 through 289 inclusive, the ground floor area of the main structure, exclusive of open porches and garages, shall not be less than 1,050 sq. ft. for a one-story dwelling, nor less than 675 sq. ft. for the ground floor area of a two-story dwelling. The total finished living area of a Multi-Level Dwelling shall not be less than 1,300 sq. ft. exclusive of open porches and garages.

12. Duration: Amendment. The covenants and restrictions of this declaration shall run with and bind the land for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first twenty (20) years by an instrument signed by owners of at least 90% of the dwelling units constructed on the premises within the plat and, thereafter, by an instrument signed by owners of at least 75% of the dwelling units within the plat.

13. Remedies for Violation: Invalidation. For a violation or breach of any of the reservations, covenants and restrictions herein set forth, Iroquois Development Corporation, a Michigan Corporation, or its successor in title, or any owner of premises within the plat, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent or obtain damages for the violation or breach of any provision hereof. The failure of said corporation or any owner to enforce, or the failure to enforce promptly, any of the reservations, covenants or restrictions, shall not bar other or subsequent enforcement. The invalidation of any one or more of the reservations, covenants or restrictions herein set forth by any court of competent jurisdiction shall not affect any other reservation, covenant or restriction, but the same shall remain in full force and effect.