

DECLARATIONS OF RESTRICTIVE COVENANTS AND PRIVATE ROAD MAINTAINANCE AGREEMENT: JOHN STANZ PROJECT, BENZONIA TRAIL AND M72

This declaration of, made by John and Sonya Stanz of 8857 Dunn's Farm Road, Maple City Mi 49664 owner of the real property legally described on the attached Exhibit A. This Agreement is made effective this 9th day of November, 2001.

The owner desires to impose certain protective covenants, restrictions and conditions for the purpose of insuring the use of Real Property described on the attached exhibit A in the community and securing for all parties benefiting for the conditions the full benefit of enjoyment of their residence.

1. Parcels shall be used and occupied of single family residential purposes only.
2. No structure shall be erected, altered, placed or permitted to remain on any parcel other than one (1) single family dwelling, with or without attached garage, not exceeding 2 ½ stories above grade. One private detached garage or barn for family autos, and / or animals in keeping with the dwelling shall be allowed. No steel sided pole buildings.
3. All structures shall be built to then existing construction codes. Residences shall have a roof pitch of not less than 6/12
4. Minimum living area for any dwelling shall not be less than 1200 square feet exclusive of any porch or breezeway or garage.
5. Unlicensed motor vehicles, No unlicensed motor vehicles including but not limited to cars, motorhomes, recreational vehicles, trailers or combination there of shall be permitted to stand on the real property.
6. No lot shall be used or maintained as dumping ground for rubbish or any other waste materials. Trash, garbage or other waste shall not be kept except in a sanitary waste container.

General provisions

The proprietor and any subsequent owner of any portion of the real property shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, and reservations now or hereafter imposed by the provisions of this declaration. Failure by the proprietor or any subsequent owner to enforce any of the provisions hereof shall in no way be deemed a waiver of the right to do so thereafter. These covenants, condition and restrictions may be amended by a no less than majority vote of the then owners of all lots.

Road Maintenance:

Developer has not asked the Leelanau County Road Commission to accept the private road easements as public roads. As such, the private road easements will be private and neither the Road Commission nor any other governmental entity will have any obligation to construct, maintain or repair the private road easements or water retention areas in any manner.

The cost of repairing and maintaining the private road easement and water retention areas, included but not limited to, graveling and grading, snow plowing and any other road maintenance and repair costs, will be

apportioned equally among those owners of lots 1 through 7, provided, that the cost of snow removal shall be apportioned equally among only those owners of parcels 1 through 7 who have constructed a home on their Parcel (hereinafter referred to as an improved parcel), and the owners of such improved parcel shall be responsible for payment of it's share of snow removal cost. A parcel shall be deemed improved once the actual construction of a home on a parcel is commenced.

Installation of Underground electricity:

The cost of installing underground electricity along the utility easement will be shared equally between the current lot owners of lots 1 through 7 at the time it is installed. The cost per lot will not exceed \$1000.00. Developer, John Stanz will pay excess if any.

The undersigned hereby execute the Agreement effective on the date first above written.

Witnessed by:

Laura A. Seeloff
~~LAURA SELOFF~~
Mollie M. Davis
MOLLIE M. DAVIS

Patricia Richard
PATRICIA RICHARD

Signed by:

John Stanz
JOHN STANZ
Sonya Stanz
SONYA STANZ

STATE OF MICHIGAN)
) SS.
COUNTY OF LEELANAU)

On this 9th day of November, 2001, before me, a notary public, appeared John Stanz, executed the within instrument and who acknowledged the same to be free act and deed. **AND SONYA STANZ**

Prepared by:
John Stanz
8857 Dunns Farm Road
Maple City, MI 49664

Patricia L. Zuyhdowski
notary for SONYA
PATRICIA L. ZUYHDOSKI
Notary Public, Leelanau County, MI
My Commission Expires 05/15/2002

notary for JOHN

Mollie M. Davis
MOLLIE M. DAVIS
NOTARY PUBLIC - LEELANAU COUNTY, MI
MY COMMISSION EXP. 05/27/2002