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MECOSTA COUNTY, MICHIGAN
JOANNE BROWN
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RESTRICTION 35.00
OR Liber 746 Page 2149 - 2156

200600003630
WILCOX PROFESSIONAL SERVICES
ATT: GARY NIETHAMMER
5859 SHERMAN RD
SAGINAW, MI 48604

Declaration of Protective Covenants

HILLS OF MITCHELL CREEK

THESE PROTECTIVE COVENANTS APPROVED THIS 28TH DAY OF MARCH, A.D., 2006, BY WILCOX VENTURES, LLC, ONE MADISON AVENUE, CADILLAC MI 49601, proprietor and owner of HILLS OF MITCHELL CREEK, a tract of land consisting of fifty (50) lots numbered consecutively 1 to 50 according to the Plat thereof recorded on Apr 13, 2006 in Liber 9, Pages 32-38 of Plats, Mecosta County Records, being a part of Section 10, Big Rapids Township, Mecosta County, Michigan, and more particularly described as follows:

HILLS OF MITCHELL CREEK, DESCRIBED AS PART OF THE SE 1/4 OF SECTION 9, THE NW 1/4 AND THE SW 1/4 OF SECTION 10, T15N, R10W, BIG RAPIDS TOWNSHIP, MECOSTA COUNTY, MICHIGAN, BEING FURTHER DESCRIBED AS BEGINNING AT THE W. 1/4 CORNER OF SECTION 10, SAID POINT ALSO BEING THE E. 1/4 CORNER OF SECTION 9; THENCE N00°00'27"W, 1346.19 FEET, ALONG THE COMMON SECTION LINES; THENCE S85°58'07"E, 1344.87 FEET, ALONG THE N. 1/8 LINE OF SECTION 10; THENCE S00°22'26"W, 1329.33 FEET, ALONG THE W. 1/8 LINE OF SECTION 10; TO THE E-W 1/4 LINE; THENCE S00°29'58"W, 822.36 FEET, ALONG SAID W. 1/8 LINE; THENCE N86°39'49"W, 371.25 FEET; THENCE S27°08'03"W, 187.22 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, AN ARC DISTANCE OF 216.39 FEET, SAID CURVE HAVING A RADIUS OF 266.00 FEET, CHORD BEARING AND DISTANCE OF S25°30'53"E, 210.47 FEET AND CENTRAL ANGLE OF 46°36'38"; THENCE S02°12'34"E, 97.87 FEET; THENCE S53°25'06"E, 75.37 FEET; THENCE N86°40'22"W, 586.33 FEET, ALONG THE S. 1/8 LINE; THENCE N00°14'47"E, 305.25 FEET; THENCE N86°39'31"W, 247.67 FEET, TO REFERENCE POINT "A", SAID POINT BEING S86°39'31"E, 38.08 FEET FROM THE CENTER LINE OF MITCHELL CREEK; THENCE ON A INTERMEDIATE TRAVERSE LINE ALONG THE E'LY AND N'LY SIDE OF SAID CREEK, N01°35'13"W, 69.42 FEET AND N28° 41"W, 185.29 FEET AND S73°41'27"W, 109.35 FEET AND S66°46'13"W, 196.63 FEET, TO REFERENCE POINT "B", SAID POINT BEING N00°14'22"E, 20.96 FEET FROM THE CENTER LINE OF MITCHELL CREEK; THENCE LEAVING SAID INTERMEDIATE TRAVERSE LINE, N00°14'22"E, 276.56 FEET; THENCE N81°57'08"W, 498.00 FEET; THENCE N00°14'23"E, 60.00 FEET; THENCE S81°57'08"E, 680.06 FEET, TO THE COMMON SECTION LINE BETWEEN SECTIONS 9 AND 10; THENCE N00°14'22"E, 589.66 FEET, ALONG SAID COMMON SECTION LINE, TO THE POINT OF BEGINNING, TO INCLUDE ALL LAND BETWEEN SAID INTERMEDIATE TRAVERSE LINE AND CENTER LINE OF MITCHELL CREEK.

WHEREAS WILCOX VENTURES, LLC, in order to provide for the sound development of said lots as a residential area and to establish the character of the neighborhood and to maintain value levels through the regulation of the type, size and placement of buildings, lot sizes, reservation of easement and prohibition of nuisances and other land uses that might affect the desirability of a residential area, does hereby establish the following protective covenants covering fifty (50) lots which are numbered 1 to 50 in HILLS OF MITCHELL CREEK, to wit:

PART A - GENERAL

Fully Protected Residential Area: The residential area covenants in part B in their entirety shall apply to lots 1 to 50 of the Plat. As a minimum, all construction must comply with requirements set forth by Big Rapids Township, Mecosta County, Michigan.

PART B - BUILDING AND USE RESTRICTIONS

B-1. Land Use and Building Type

No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling with a private garage for not more than three (3) cars. In-ground swimming pools, tennis courts or other recreational facilities will be permitted in conjunction with those lots where owners have built a single-family dwelling on one lot or over two (2) of their lots. Churches, schools, mobile homes, apartment houses, lodging houses, hotels or other public buildings shall not be permitted on any lot.

B-2. Architectural Control

No building, fence, wall, swimming pool, tennis court, other recreational facility, or other structure shall be erected, placed, or altered on any lot until the detailed construction plans and specifications and the plans showing the location of the structure/facility have been approved by the Architectural Control Committee as to materials and quality of work, harmony of external design with the existing structure, and as to location with respect to topography and finish grade elevation. The Architectural Control Committee shall have the unqualified right to refuse or approve any such plans or specifications or grading plan, which are not suitable or desirable in the opinion of the Architectural Control Committee for aesthetic or other reasons. No fence, hedge or wall shall be erected or altered on any lot nearer to any street than the minimum building set-back line unless similarly approved. No fence, wall or hedge shall be erected or maintained to a height of more than six (6) feet on sides or rear lot lines, except where the law requires a higher fence around swimming pools. Should any owner, after having had plans and specifications approved, not commence within six (6) months thereafter to build, alter or change, as the case may be, said plans and specifications must be resubmitted for approval.

B-3. Size

It is the purpose of this covenant to assure that all dwellings erected or placed in said Plat shall be of a size as herein provided. The ground floor area, exclusive of open porches and garages, of any dwelling erected or placed on any lot, shall not be less than 1,800 square feet for a one story dwelling and 1,200 square feet for a multi-story dwelling, with no less than 2,400 square feet total living area for a multi-story dwelling. Maximum height of dwelling shall be no more than thirty-five (35) feet and no more than two and one-half (2-1/2) stories. All roofs must have at least three (3) roof breaks on front. Pitch of roof shall be a minimum of 6/12. Rooms in split level dwellings below the grade line shall be included in determination of the ground floor area.

Sheds shall have a maximum size of ten (10) feet by twelve (12) feet, and match exterior of existing house on lot.

B-4. Building Location

Foundation walls of all buildings, except open porches without roofs, erected or placed upon lots shall be located not nearer than thirty (30) feet to the front lot lines, not nearer than thirty (30) feet to the back lot lines and not nearer than ten (10) feet to the side lot lines; except that in the case of a corner lot, the foundation walls of all buildings, except open porches, shall be located not nearer than thirty (30) feet to the side street lot line. The provisions of the paragraph shall not prevent any owner from building a single-family residence over two lots.

B-5. Lot Width and Grade

The top of the basement wall shall be set between twenty-six (26) inches and thirty-two (32) inches above the top of curb and shall be set by the developer prior to any excavation. Earth grade line next to exterior house walls shall be constructed between eighteen (18) inches and thirty (30) inches above top of curb. Finished grading running perpendicular to side lot lines shall run on uniform grade from house to within five (5) feet of property line. From said five (5) feet distance to side property line, grade shall be between one-quarter (1/4) inch and three-eighths (3/8) inch fall per running foot.

High point on side lot line shall be not less than one (1) foot above top of curb.

B-6. Sight Distance at Intersections

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of any street lines. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distance of any intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

B-7. Temporary Structures

No structure of a temporary character, trailer, basement, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanent. Sheds or workshops may be used in connection with the building of permanent buildings in the course of construction upon said property.

B-8. Front Exteriors

The plans and specifications submitted for approval must indicate front exterior materials, textures and colors to be used on any building or structures.

B-9. Completion of Buildings

No building may be used or occupied until the exterior of the same has been completed, and the exterior construction of all dwellings shall be completed within nine (9) months from the date of commencement of the construction of the foundation. No excavation shall remain open and unfilled for more than one (1) month. Any building, either partially or totally destroyed by any means whatsoever, shall be fully repaired or removed from the premises within three (3) months following the occurrence of such destruction.

B-10. Building Material Waste

During said construction, property must be cleared bimonthly of all building materials and any other accumulation of undesirable substances so that none of the same shall be stored in the open, visible to the eye. Once said construction is finished, the property must be cleared of all temporary structures.

B-11. Roadway Maintenance

During said construction, any and/or all undesirable substances deposited onto roadway by owners, contractors, or contractor's suppliers must be cleared away at owner's expense at the end of each day.

B-12. Curb Cuts and drive locations

HILLS OF MITCHELL CREEK will be constructed with mountable curb. Driveways shall not be placed at catchbasins. Driveway placement must be a minimum 33 feet from the centerline of a road at "T" intersections and a minimum of 30 feet from the spring point of the radius at "T" intersections.

B-13. Vacant Lots

Maintenance of each lot prior to construction of any dwelling, building or other structure placed thereon shall be the responsibility of the owner of such lot. Maintenance shall include, but not be limited to, maintaining any plant growth at a length of eight (8) inches or less. If any lot owner shall fail to maintain said lot as provided for above, then the Developer or any of the lot owners shall have the right to undertake such maintenance and bill the lot owner directly for all maintenance charges incurred. It shall be the lot owner's responsibility to forthwith pay such charges.

B-14. Fences

Chain link type fences are limited to a height of four (4) feet and must be knuckled top and bottom and may not have slats woven through the wire links. Wood and vinyl type fences are limited to a height of six (6) feet. Wood fencing shall be constructed of materials with a rated life of ten (10) years or longer and with rust-proof nails or screws.

B-15. Signs

No sign of any kind including political signs shall be displayed to the public view on any lot, except one (1) sign not larger than five (5) square feet for the sole purpose of advertising the property for sale; provided, however, that the proprietor of the Plat may erect larger signs to promote the sale of lots, and contractors may erect a sign two and one-half (2-1/2) feet by four (4) feet during construction.

B-16. Livestock and Poultry

No livestock or poultry or exotic pets of any kind shall be raised on any lot. Household pets such as dogs or cats are limited to two (2) per home and must be confined to the owner's property. Household pets and exotic pets may not be kept, bred or maintained for any commercial purposes.

B-17. Nuisances

No nuisance or offensive activity shall be conducted on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Excessively noisy vehicles of any kind shall not be used anywhere in HILLS OF MITCHELL CREEK.

B-18. Waste Materials

No part of the above described property shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and all such materials shall not be kept except in sanitary containers. All incinerators for the disposal of waste and refuse of any kind must be kept inside of buildings. No refuse shall be burned or stored outside of buildings. Non-household refuse, rubbish, trash, garbage, or waste, other than dead leaves and fallen limbs, shall not be permitted to remain exposed on a lot. Refuse containers may be placed at the curb for pickup no earlier than 6:00 p.m. of the day before such pickup.

B-19. Vehicle Parking

Any vehicle, whether self-propelled or not, permitted to remain on any lot shall be licensed and kept in an operable condition. Any vehicle, whether self-propelled or not, shall be parked in such a manner that it is not a nuisance, aesthetically or otherwise, to other lot owners. No boat, trailer, bus, snowmobile or recreational vehicle shall be parked or stored at the front, or either side, or rear of any dwelling. These shall be stored only inside garages. No commercial vehicles shall be parked in the subdivision on a regular basis. A truck larger than three-quarter (3/4) ton rating, parked on a lot, shall be kept inside an approved building except during any period of authorized construction.

B-20. Snowmobile, All-Terrain or Motorcycle Use

No property owner, agent or employee shall allow any all-terrain vehicle such as a snowmobile or motorbike to be driven upon the aforesaid described property without consideration and respect for the peace and tranquility of those nearby.

B-21. Heating and Waste

All dwellings shall be heated by automatic gas or electric furnaces. Disposal of sewage shall be through the sewage system provided for all lots in the Plat, and no septic tanks shall be installed. Water for all lots is supplied by City of Big Rapids; private wells are not permitted.

B-22. Passive Solar Heat and Solar Heat

Passive solar heat and solar furnaces will be permitted upon the Architectural Control Committee's approval of the external appearance of said system.

B-23. Storm Water Drainage and Detention Easements

The storm water detention easements in HILLS OF MITCHELL CREEK have been prepared to the requirements of the Mecosta County Drain Commissioner. The storm water detention easements are granted to the MITCHELL CREEK DRAIN DRAINAGE DISTRICT. All maintenance for the detention basins shall be the responsibility of the respective lot owner(s). There shall be no structures, landscaping or other activity in the area of the detention basins that would cause this excavation to hold less storm water than it was designed for. It shall be the responsibility of the respective lot owner(s) to maintain the ground cover in the basins to the standards set forth by Big Rapids Township and to maintain the detention basins to design specifications and the requirements of the Mecosta County Drain Commissioner.

B-24. Sanitary Sewer

Lots 30 thru 37, inclusive, shall be served with gravity sanitary sewer under the jurisdiction of Big Rapids Township. All other lots (1 thru 29; 38 thru 50) shall be served with a low pressure forcemain system. Each lot owner on said forcemain system shall be responsible for the installation, maintenance, and operation of a simplex grinder pumping station. Each of these lots shall have its own dedicated grinder facility. The grinder stations shall be manufactured by Environmental One Corporation (Model 2010-93) unless approved otherwise by the Architectural Control Committee. Grinder station lot owners must be aware in the event of power loss; there would be no sanitary service. Accordingly, a standby power source is recommended for those lots on the lower pressure forcemain system.

B-25. Street Lighting

There will be no street lights within the HILLS OF MITCHELL CREEK. Accordingly, each home owner shall install a 10 foot high black steel post light at the street right-of-way near the respective drive entrance. Post lights shall be McGraw-Edison model TRD 33321L unless approved otherwise by the Architectural Control Committee.

B-26. Floodplain

No filling or occupation of the floodplain area will be allowed without prior written approval from the Michigan Department of Environmental Quality. The MDEQ has established the 100-year floodplain elevation (N.G.V. Datum) for Lots 1 thru 5 as follows:

- Lot 1 - 947.50
- Lot 2 - 948.50
- Lot 3 - 951.00
- Lot 4 - 952.70
- Lot 5 - 957.70

Floodplain areas are disclosed on the final plat and a floodplain contour line is provided. Pursuant to Rule R 560-304(2) (c-g) any building used or capable of being used for residential purposes on lots 1 thru 5 shall:

- c) Have lower floors, excluding basements, a minimum of one foot higher than the elevation of the contour defining the floodplain limits.
- d) Have openings into the basement not lower than the elevation of the contour defining the floodplain limits.
- e) Having basement walls and floors, if below the elevation of the contour defining the floodplain limits, water-tight and reinforced to withstand hydrostatic pressure from a water level equal to the elevation of the contour defining the floodplain limits.
- f) Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building.
- g) Be properly anchored to prevent floatation.

These restrictions are to be observed in perpetuity, excluding from other time limitations set forth in this declaration, and may not be amended without approval from the MDEQ.

B-27. Parks

The two parks shown on the plat, West Park and East Park, shall be maintained by the HILLS OF MITCHELL CREEK Home Owners Association.

PART C - HOME OWNERS ASSOCIATION
DUTIES AND RIGHTS OF THE ASSOCIATION AND ITS MEMBERS

C-1. Association Functions

The purpose of the Association shall be to foster, for the benefit of the land owners, the preservation of the economic value and aesthetic quality of HILLS OF MITCHELL CREEK. The Association may establish rules relative to the maintenance and decoration of the buildings and yards, and parks in the subdivision. The Association may, for the benefit of the lot owners, engage in any activity permitted by its Bylaws and not prohibited or limited by these Covenants.

C-2. Authority and Rule Making

The extent and frequency of the activities of the Association in carrying out the duties of maintenance and management shall be determined by its Board of Directors, as provided in the Association Bylaws, and the Board of Directors may delegate its authority as provided in the Association Bylaws. The Board of Directors of the Association may also promulgate rules and regulations to assist in carrying out the duties and obligations of the Associations, and may amend said rules and regulations to assist in carrying out the duties and obligations of the Association, and may amend said rules and regulations from time to time by a two-thirds (2/3) majority vote.

C-3. Membership

Each lot owner in the Subdivision shall automatically be a member of the Association upon acquiring legal title to a lot or, unless otherwise agreed in the land contract, upon acquiring possession of the lot if the lot owner is acquiring the lot pursuant to a land contract. Membership is limited to lot owners, and membership cannot be assigned, pledged or transferred in any manner except in connection with the transfer of a lot.

(a) Voting

The owners of each lot in the subdivision shall collectively have one (1) vote in the Association for each lot owned, regardless of the size of the lot, and this vote shall not be split in any manner.

(b) Annual Meetings

There shall be an annual meeting of the members of the Association. Other meetings of the Association may be held as provided in the Bylaws of the Association. Written notice of the time, place, location and subject matter of all meetings shall be given to the lot owners. The notice of the annual meeting shall be sent at least ten (10) days, but not more than sixty (60) days, prior to the meeting.

(c) Association Quorum.

The presence in person or by proxy of forty (40%) percent of the lot owners (one vote per each lot owned) shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions which specifically require a greater quorum as provided in the Association Bylaws.

(d) Relationship to Association Bylaws.

Provisions as to voting, or matters relating to meetings of the Association or governance of the Association, which are not inconsistent with the provisions contained in these Protective Covenants, may be set forth in the Association Bylaws. In the event of a conflict between these Covenants and the Association Bylaws, these Covenants shall be controlling.

PART D - GENERAL PROVISIONS

Enforcement: The Developer and each of the lot owners shall have the right to enforce these Protective Covenants or any written rules and regulations established by a proceeding at law or in equity in a court of competent jurisdiction. Each lot owner agrees that Mecosta County is the proper venue for any such proceeding. The failure of the Developer or any lot owner to enforce these covenants shall not be deemed a waiver of any right to enforce any subsequent violation of the same or similar nature.

PART E - ARCHITECTURAL CONTROL COMMITTEE

E-1. Membership of Architectural Control Committee

The Architectural Control Committee is composed Richard D. Wilcox of 127 Birchwood, Cadillac, Michigan 49601.

E-2. Procedure of Architectural Control Committee

The committee's approval or disapproval required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to, or in any event, if no suit to enjoin the construction has been commenced prior to completion thereof, approval will not be required.

PART F - MISCELLANEOUS

F-1. Term

These covenants are hereby declared to be permanent covenants running with the land and shall be binding upon these parties, and all persons claiming under them; provided, however, that these covenants, may be amended at any time by an instrument in writing signed by the then fee owners of record of the majority of lots in said Plat. However, B-26 (Floodplain) may not be amended without approval from the MDEQ. No amendment, however, shall become effective until the same shall have been recorded in the office of the Register of Deeds for Mecosta County, Michigan.

F-2. Severability

Invalidation of any one of these covenants by Judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

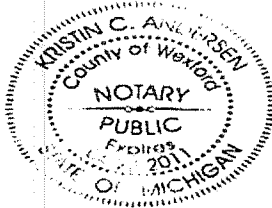
WILCOX VENTURES, L.L.C.
ONE MADISON AVENUE
CADILLAC, MICHIGAN 49601
B2234D
11.30.2001

BY: WILCOX ASSOCIATES, INC.,
ITS SOLE MEMBER
ONE MADISON AVENUE
CADILLAC, MICHIGAN 49601

Richard D. Wilcox
Richard D. Wilcox, Sole Member

STATE OF MICHIGAN
COUNTY OF WEXFORD

I do hereby certify that on the 4th of April, 2006, the forgoing instrument of writing was this day produced to me in the State and County, by Richard D. Wilcox, SOLE MEMBER OF WILCOX VENTURES, L.L.C., to me known to be the person who executed the foregoing instrument and to me known to be such SOLE MEMBER of said corporation and acknowledged that he executed the foregoing instrument as such officer as the free act and deed of said corporation by its authority.



Kristin C. Andersen
Kristin C. Andersen, Notary Public
Wexford County, Michigan
Acting in Wexford County, Michigan
My Commission Expires: April 23, 2011

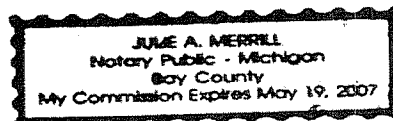
CITIZENS BANK

David D. Green
David D. Green, Senior Vice President


STATE OF MICHIGAN
COUNTY OF BAY

I do hereby certify that on the 29th of March, 2006, the forgoing instrument of writing was this day produced to me in the State and County, by David D. Green, Senior Vice President of the above named corporation, to me known to be the person who executed the foregoing instrument and to me known to be such Senior Vice President of said corporation and acknowledged that he executed the foregoing instrument as such officer as the free act and deed of said corporation by its authority.

Julie A. Merrill
Julie A. Merrill, Notary Public
Bay County, Michigan
Acting in Bay County, Michigan
My Commission Expires: May 19, 2007




RIETH-RILEY CONSTRUCTION CO, INC.


Ronald G. Pope, President

STATE OF INDIANA
COUNTY OF ELKHART

I do hereby certify that on the 1st of April, 2006, the forgoing instrument of writing was this day produced to me in the State and County, by Ronald G. Pope, President of the above named corporation, to me known to be the person who executed the foregoing instrument and to me known to be such President of said corporation and acknowledged that he executed the foregoing instrument as such officer as the free act and deed of said corporation by its authority.


Terry L. Opaczewski, Notary Public
Elkhart County, Indiana
Acting in Elkhart County, Indiana
My Commission Expires: April 15, 2008

PREPARED BY:
Gary Niethammer, P.E.
Wilcox Professional Services, LLC.
5859 Sherman, Saginaw, Michigan 48604
June 28, 2005 (Revised March 29, 2006)
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