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REGISTER OF DEEDS
JACKSON COUNTY, MICH.*Jean M. Eldredge*DECLARATION OF RESTRICTIVE COVENANTS
FOR PLAT OF IMPERIAL SHORES

KNOW ALL MEN BY THESE PRESENTS, that Spadafore Food Markets, Inc., a Michigan corporation, of 1325 East M-36, Pinckney, Michigan, being the owner of certain lands situated in Columbia Township, Jackson County, Michigan, described as:

Imperial Shores being a subdivision of the SE 1/4 of Sec. 22, T4S, R1E, and Lots 87, 99 to 109, 120 to 138 and the S 8.85 ft. of Lots 86, 98 and 119, Village of Jefferson, all in Columbia Township, Jackson County, Michigan being more particularly described as follows:

Commencing at the SW corner of Sec. 22, T4S, R1E, Columbia Township, Jackson County, Michigan; thence N 89°04'25" E along the S line of said Sec. 22, a distance of 1325.27 ft. to the W line of the E 1/2 of the SW 1/4 of said Sec. 22; thence N 00°34'46" E along said W line of the E 1/2 of the SW 1/4 of Sec. 22, a distance of 947.00 ft.; thence S 88°51'50" E a distance of 1325.61 ft. to the N and S 1/4 line of said Sec. 22 to the point of beginning; thence N 01°03'42" E along said N and S 1/4 line of Sec. 22, a distance of 764.09 ft.; thence S 88°56'18" E a distance of 867.19 ft.; thence S 10°08'45" E a distance of 307.72 ft.; thence S 01°03'42" W a distance of 235.00 ft. to the beginning of a meandering line along the water's edge of Lake Columbia;

Thence along the said meandering line:

S 54°31'21" W, 403.26 ft.;
N 51°10'18" W, 303.60 ft.;
S 88°26'52" W, 193.48 ft.;
S 00°27'33" W, 102.70 ft.;
S 22°54'59" W, 135.04 ft.;

on a curve to the left having a radius of 100 ft., an arc length of 102.39 ft., a chord length of 97.98 ft., and a chord bearing of S 17°46'20" E; S 39°48'44" E, 341.12 ft.; S 84°20'16" W, 234.18 ft.; N 64°12'12" W, 157.25 ft. to the point of termination of the meandering line along the water's edge of Lake Columbia, said point being also the SE corner of Fletcher Shores as recorded in Liber 20 of Plats on page 38; and thence N 01°03'42" E along the easterly line of Fletcher Shores and the N and S 1/4 line of said Sec. 22 a distance of 376.05 ft. to the Point of Beginning.

(said lands are hereinafter referred to as the "Subdivision"), and having established a general plan for the improvement and development of said Subdivision into an unique attractive platted resort community, does hereby establish certain covenants, conditions, reservations, and restrictions upon which and subject to which all lots included within the Subdivision shall be improved or sold and conveyed by it as the owner thereof. Each and every one of the covenants, conditions, reservations, and restrictions as hereinafter enumerated, and as they may be amended from time to time, is and are for the benefit of each owner of any portion of said Subdivision, and shall inure to and pass with each and every lot included within the Subdivision, and shall bind the respective successors in interest thereof, and all of which are to be construed as restrictive covenants running with the land as to the several lots included within the Subdivision.

When used herein "Owner" shall mean and refer to Spadafore Food Markets, Inc.; and "lot" or "lots" shall mean and refer to any portion or parcel included within the Subdivision, title to which is hereinafter conveyed by Owner and from time to time reconveyed thereafter.

1. Residential Use. Such lots, and each and every one thereof, are to be used for single-family residential purposes only. No building or structure intended for or adopted to business purposes, and no apartment house, or other multiple-family dwelling shall be erected, placed, permitted or maintained. No improvement or structure whatever, other than a private dwelling house, swimming pool, private garage, or one boat house per lake front lot may be erected, placed or maintained on any lot. No trailer or temporary structure shall be occupied or stored within the Subdivision at any time.

2. Garages. Garages or car shelters on all lots in this Subdivision shall be attached to and connecting with, or built as a part of the single-family dwelling.

3. Setback Lines. All structures in said Subdivision shall be built at a distance of at least twenty-five (25) feet from the front lot line, at least twenty-five (25) feet from any side street lot line, and at least ten (10) feet from the side lot lines; provided however that all structures on Lots 11 and 12 shall be built at a distance of at least twelve and one-half (12-1/2) feet from the lot line between Lot 11 and Lot 12, and all structures on Lots 4 and 5 shall be built at a distance of at least twelve and one-half (12-1/2) feet from the lot line between Lot 4 and Lot 5. In addition, all structures shall be built at least fifty (50) feet from Lake Columbia. The maximum rear setback as measured from the center line of the street called Imperial Court, for lots numbered 5 through 10, shall be as follows:

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- Lots 5 and 6, 165 feet;
- Lot 7, 195 feet;
- Lot 8, 225 feet;
- Lot 9, 255 feet; and
- Lot 10, 285 feet.

4. Approval Of Plans. No building, structure or dwelling shall be erected, placed or altered on any lot until the building plans, specifications and a lot plan showing the location of such building, structure or dwelling, including the setback of such building, structure or dwelling has been approved in writing as to the suitability of the building materials, conformity and harmony of exterior design with existing structures in the Subdivision, and as to location of the building, structure or dwelling with respect to the topography and finished ground elevation, by the Building Control Committee, or its designated representative. In no event shall the Building Control Committee or its designated representative withhold such approval unreasonably. The Building Control Committee shall be made up of three individuals appointed by Spadafore Food Markets, Inc., its successors or assigns. The Committee may designate one of its members to act in its behalf. In the event of the resignation or death of any member, the remaining members shall appoint a replacement, provided however, that Lake Columbia Property Owners Association, its successors or assigns, may replace each of the present members of the Building Control Committee with new members at any time. The Building Control Committee shall approve all plans and specifications for all structures erected in this Subdivision. The Committee may reject any plan for any violation of any of the restrictions set forth herein, and also because the proposed structure has too great a similarity to nearby existing structures or is not in harmony with the exterior design of existing structures in the Subdivision or unreasonably blocks the view of Lake Columbia by other lot owners.

5. Dwellings. The single-family dwellings built on lots 1 through 14 shall not have less than 1500 square feet of enclosed living space, and the single-family dwellings built on lots 15 through 21 shall not have less than 1200 square feet of enclosed living space. Enclosed living space is exclusive of porches, patios, pool areas, garages and other accessory uses.

6. New Work. All permanent buildings, structures or dwellings shall be of new construction. No building or structure or dwelling shall be moved onto any lot, nor shall any existing structure be converted or remodeled to a house of more than one family unit. No partially completed home, basement, or garage shall be used for residential purposes.

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7. Bathroom Facilities. All residences must have private, inside bathroom facilities.

8. Fences. No fences, walls and hedges, if any, shall be more than five feet in height, extend in front of the front dwelling line of any building, or extend beyond the area in each lot within which the dwelling or house may be constructed, or be constructed of any material other than wood, except with the approval of the Building Control Committee.

9. Conformity With Ordinances And Laws. All construction shall conform with the minimum requirements of the Zoning and Building Codes of Jackson County, if any, and with all other state and local laws or ordinances.

10. Construction Requirements. The exterior walls of all buildings and structures appurtenant to the dwelling proper shall be of material fabricated for such purpose and commonly acceptable as such, including but not limited to brick, stone, wood, aluminum or synthetic siding, exterior types of wood paneling including plywood, wood shingles, and masonry products designed and fabricated specifically as finished exterior wall material, or a combination of the above materials is acceptable. Cement block, cinder block, hollow tile and other types of structural building materials when 16" or more above the ground are not acceptable unless covered with plaster or stucco or any of the above-mentioned acceptable types of wall finishes.

11. Occupancy. No residence, prior to completion, shall in any manner be occupied until made to comply with all other covenants, conditions, reservations, and restrictions herein set forth. All outside finishing shall be completed within six months from the start thereof, provided that the Building Control Committee may extend such time when in its opinion conditions warrant such extension.

12. Signs. No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any lot or improvement thereon except for a sign identifying the Subdivision at the entrance(s) and the signs which were used by the Owner to originally sell the lots.

13. Equipment Storage. There shall be no outside storage of any commercial vehicle, contracting equipment, machinery, tools, or house trailer. The outside storage of not more than two boats per lot is permissible but must be confined to the area behind the building line.

14. Mining. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted on any lot, nor shall any oil, natural gas, petroleum, asphaltum, or hydrocarbon products or sand, gravel, earth or minerals of any kind be produced or extracted therefrom.

15. Pets. Dogs, cats and other common household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. No domestic fowl, cattle, horses, hogs, sheep, goats or other animals shall be permitted or kept on any lot at any time.

16. Tanks, etc. No exposed tanks of any kind shall be erected, placed, or permitted on any part of any lot. Any tanks for use in connection with any residence constructed on any lot, including tanks for the storage of fuel, must be buried, walled or hedged sufficiently to conceal them from the view from neighboring lots, roads, or streets, and such concealment and storage shall be subject to the approval of the Building Control Committee. No fuel tank shall be installed or permitted within 50 feet of any water well. All clotheslines, garbage cans, equipment, coolers, wood piles, or storage piles shall be walled in or hedged to conceal them from view from neighboring lots, roads or streets and kept at least 50 feet from any road or street.

17. Business Or Trades. No business, trade or enterprise of any kind or nature whatsoever shall be conducted or carried on upon any lot or lots in the Subdivision, and further although lot owners may lease their residences; they may not lease their residences in the subdivision for any term which is less than four weeks in duration for each occupant. However, such shall not restrict the utilization of a portion of a residence for a professional office which is not the primary place of the business, nor at which business with patients or clients would be frequently or customarily conducted.

18. Nuisances. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property. Lots shall at all times be kept and maintained in an orderly manner and owners of lots shall cause weeds and other growth to be seasonably cut. Any dwelling or building on any lot in the Subdivision which may in whole or in part be destroyed by fire, windstorm or any other cause, shall be rebuilt or removed, and all debris removed and the lot restored to a sightly condition within reasonable promptness.

19. Crops, etc. No crops except kitchen or vegetable gardens, orchard and small fruit trees and shrubs of reasonable size and number shall be grown on any lot in the Subdivision.

20. General Easements. Easements are reserved to the Owner and its assigns along and within ten (10) feet of all front lot lines, and all rear lot lines; and along and within six (6) feet of all side lot lines of all lots in the Subdivision for the construction and perpetual maintenance of gas lines, conduits, poles, sewers, wires and fixtures for electrical lights, telephones, combination sewers and other public and quasi-public utilities, with the right of ingress and egress, thereto, therefrom, and across said premises reserved to the Owner and its assigns. It is understood and agreed that it shall not be considered a violation of the provisions of this easement if wires or cables carried by such pole lines pass over some portion of said lots not within the ten (10) or six (6) foot strips, as long as such lines do not hinder the construction of any buildings or structures on any lots in the Subdivision. In the event a single-family dwelling is erected across a lot line, so as to occupy two lots, the side lot easements are released on the side of the two lots which abut.

21. Special Easements. A twenty-five (25) foot drainage and emergency access easement is reserved to the Owner and its assigns from Imperial Court to and from Lake Columbia, which easement shall have as its centerline the side lot line between Lot No. 11 and Lot No. 12, as shown on the recorded Plat of Imperial Shores, Columbia Township, Jackson County, Michigan. A twenty-five (25) foot emergency access easement is reserved to the Owner and its assigns across Lot No. 12 to and from the spillway as shown on the recorded Plat of Imperial Shores, Columbia Township, Jackson County, Michigan. A twenty-five foot drainage easement is reserved to the Owner and its assigns from Wesch Road across Lot No. 4 to the side lot line between Lot No. 4 and Lot No. 5, and then to and from Lake Columbia along said side lot line with twelve and one-half (12-1/2) feet of the said easement on each side of the said lot line, as shown on the recorded Plat of Imperial Shores, Columbia Township, Jackson County, Michigan. A twenty-five (25) foot drainage easement is reserved to the Owner and its assigns from Wesch Court to and from Lake Columbia as shown on the recorded Plat of Imperial Shores, Columbia Township, Jackson County, Michigan.

22. Continuance. All of the said covenants, reservations and restrictions set forth herein shall continue and remain in full force and effect, at all times as against the owner of any lot in the Subdivision, regardless of how he acquired title until January 1, 2001, and thereafter these covenants, conditions, reservations and restrictions shall automatically be extended for a period of ten years, and thereafter in successive ten-year periods, unless on or before the end of one of such extension periods, or the base period, the owners of a majority of the lots shall by written instrument duly recorded declare a termination or revision of the same.

23. Dock. No dock or structure located in Lake Columbia may be erected or constructed without the approval of the Building Control Committee.

24. Private Lake. Lake Columbia is designated as a private lake and the right to usage and control shall be with the Lake Columbia Property Owners Association, its successors and assigns. Lots which abut or border on the waters of the lake shall not include any riparian rights in and to said waters, or to the lands below said waters.

25. Membership In The Lake Columbia Property Owners Association. With the exception of Spadafore Food Markets, Inc., each purchaser of a lot in this Subdivision, whether a land contract vendee or a fee holder, shall automatically become a member of the non-profit corporation called Lake Columbia Property Owners Association, or its successor, on the date of his purchase of the lot, and as a member shall be and remain subject to the provisions of the Bylaws of said corporation in existence at such time and as thereafter amended, and shall pay all annual and special assessments required by the Lake Columbia Property Owners Association, its designated successors or assigns.

In order to maintain and improve the Lake Columbia area, the owner of each lot (the land contract vendee or the fee holder), other than Spadafore Food Markets, Inc., shall pay on April 1 of each year an annual assessment of Forty Dollars (\$40.00) to the Lake Columbia Property Owners Association, its designated successors or assigns. All annual payments shall be a lien on each lot, and if not paid by June 15th of each year, may be denoted by an Affidavit recorded with the Register of Deeds, and this lien may be enforced as are real estate mortgages by foreclosure, by advertisement, or in circuit court.

26. Liability. No delay or omission on the part of Spadafore Food Markets, Inc., or the owners of any lots in the Subdivision in exercising any rights, power, or remedy herein provided, shall be construed as a waiver thereof or acquiescence therein, and no right or action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Spadafore Food Markets, Inc., its successor or assigns, for or on account of its failure to bring any action on account of any breach of these covenants, conditions, reservations or restrictions, or for imposing restrictions herein which may be unenforceable.

A violation of any of the restrictions or conditions, or a breach of any of the covenants or agreements herein contained shall give any of the parties hereto or the owner of any lot in said Subdivision, in addition to the remedies afforded by law, the right to enter

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upon the property as to which such violation or breach exists and summarily to abate and remove, at the expense of the owner, the cause of said violation, and said party or any such owner so entering shall not be deemed guilty of any manner of trespass for such entry, abatement or removal, but shall be entitled to be paid by and may recover from the owner of the land on which such violation or breach was committed, the costs and expenses, including attorney fees, incurred or expended in abating such nuisance, or enforcing the conditions and restrictions hereof.

27. Amendments. Any reasonable change, modification, addition or amendment to the restrictions set forth herein can be made by the Owner if the Owner does obtain the written consent of the owners of the lots which abut the lot upon which will occur the construction, erection, or happening which has necessitated the change, modification, addition or amendment to these restrictions, and if so consented to in writing, it shall be recorded, and when recorded, shall be as binding as the original restrictions.

28. Flood Plain. The flood plain contour for Lake Columbia has been established by the Department of Natural Resources at elevation 989.2 (U.S.G.S. Datum). Any building used or capable of being used for residential purposes and occupancy within or affected by the flood plain shall:

(a) Have lower floors, excluding basement, not lower than the elevation of the contour defining the flood plain limits.

(b) Have openings into the basement not lower than the elevation of the contour defining the flood plain limits.

(c) Have basement walls and floors, below the elevation of the contour defining the flood plain limits, watertight and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the flood plain limits following methods and procedures outlined in Chapter 5, Type A construction and Chapter 6 for Class 1 loads found in "Flood Proofing Regulations" EP 1165 2 314 prepared by the Office of the Chief of Engineers, U. S. Army, Washington, D.C., June 1972. Figure 5, Page 14.5 of the regulations show typical foundations, drainage and waterproofing details. This document is available, at no cost, from the Department of Natural Resources' Water Management Division, Stevens T. Mason Building, Lansing, Michigan, 48909, or Department of the Army, Corps of Engineers, Publications Depot, 890 S. Pickett, Alexandria, Virginia, 22304.

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(d) Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building.

(e) Be properly anchored to prevent flotation.

No filling or occupation of the flood plain area will be allowed without the approval of the Department of Natural Resources. Building restrictions imposed by this paragraph shall be observed in perpetuity and are exempt from the amending process described in Paragraph 22 or 27 above unless written approval is obtained from the Department of Natural Resources.

29. Freeboard Line. The freeboard line for the Lake Columbia outlet and for Goose Creek has been approved by the Department of Natural Resources at elevation 974.0 (U.S.G.S. Datum). All buildings for residential purposes on lot numbers 12, 13 and 14 shall be constructed above and landward of the freeboard line. Openings will not be permitted into basements below the elevation of the freeboard line. These restrictions shall be observed in perpetuity and are exempt from the amending process described in Paragraph 22 or 27 above, unless written approval is obtained from the Department of Natural Resources.

30. Sewage Disposal. An on-site sewage disposal permit shall be obtained from the Jackson County Health Department prior to the issuance of a building permit and before construction is initiated on any lot. A minimum of a 100 feet isolation distance must be maintained between on-site sewage disposal systems and Lake Columbia.

31. Water Wells. All water wells shall be installed in accordance with the requirements of Act 294, Public Acts of 1965, the Groundwater Quality Control Act, as amended.

32. Reservation. The Owner represents that it owns a parcel of land contiguous to Lots 14 through 21, approximately .8 acres in area, and hereby reserves the right at a future date to subdivide said acreage into residential lots.

33. Sanitary Plumbing. All sanitary plumbing shall conform with the minimum requirements of the Health Department of Jackson County and the State of Michigan.

34. Legality. In the event any one or more of the foregoing covenants, conditions, reservations, or restrictions shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment shall not in any manner affect, modify, change, abrogate, or nullify those not so declared to be void, but all of the remaining covenants, conditions, reservations, and restrictions shall continue unimpaired and in full force and effect.

EXECUTED on this 24 day of FEBRUARY, 1978.

In The Presence Of:

SPADAFORE FOOD MARKETS, INC.

William D. Taylor
WILLIAM D. TAYLOR

By: Paul R. Spadafore, Jr.
Paul R. Spadafore, Jr.
President

Martin Dunleavy
MARTIN DUNLEAVY

By: Frank R. Spadafore
Frank R. Spadafore
Secretary

STATE OF MICHIGAN)
) ss.
COUNTY OF INGHAM

On this 24 day of FEBRUARY, 1978, before me, a Notary Public in and for the above county and state, personally appeared Paul R. Spadafore, Jr., and Frank R. Spadafore, persons who are personally known to me, who did state: That they are the President and Secretary, respectively, of Spadafore Food Markets, Inc.; that they have reviewed the foregoing Declaration Of Restrictive Covenants For Plat Of Imperial Shores; and that they have executed the foregoing on behalf of Spadafore Food Markets, Inc., as their free act and deed, and as the free act and deed of Spadafore Food Markets, Inc.

D. P. SCHNEIDER
D. P. SCHNEIDER
Notary Public, Ingham County, Michigan
My Commission Expires August 1, 1979
County, Michigan
My Commission Expires: _____

Approved By: Jackson County Health Department

Richard L. Hardy
Richard L. Hardy, R.S.
Sanitarian

Drafted By:
Gary J. McRay
Foster, Swift, Collins & Coey, P.C.
Suite One, Plaza One
401 South Washington
Lansing, MI 48933
(517)372-8050