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City of Litchfield

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Litchfield MI 49252

LIBER 1514 PAGE 0918
STATE OF MICHIGAN - HILLSDALE COUNTY
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SAMBISOMERLOTT REGISTER OF DEEDS

RESTRICTIVE COVENANTS
HAWTHORN HEIGHTS NO. 4
(LOTS 65 THROUGH LOT 98)

WHEREAS, the Litchfield Tax Increment Finance Authority, a Michigan Municipal Body Corporate, of Litchfield, Michigan, (hereinafter referred to as the "Authority") being the owner in fee of certain parcels of real property in the platted subdivision described as "HAWTHORN HEIGHTS NO. 4", located in the City of Litchfield, Hillsdale County, Michigan, said Plat recorded the 7 day of MAY, in the year 2012 at Book of Plats, Liber 11, Pages 298 through 301, Hillsdale County Records; and

WHEREAS, said Authority being empowered and authorized, pursuant to statute, to encourage and contribute to economic growth and development, and thereby facilitate certain projects which create economic growth and development, and create or encourage creation of jobs and the promotion of economic growth in the City of Litchfield, the Litchfield Industrial Park, and the Development Area as set forth by the development plan as adopted by the City of Litchfield, and

WHEREAS, the Authority possesses pursuant to statute all the powers necessary to carry out the purpose of its incorporation; and

WHEREAS, it being the intent and purpose of the Authority to make Lots 65 through 98 located in the real property subdivision described herein available for construction of single family residential dwellings, one per lot to attract and accommodate individuals, their families, together with their related employment and industry to the City of Litchfield; and

WHEREAS, said grantor having previously recorded documents relevant hereto, specifically the "Hawthorn Heights Subdivision Restrictive Covenants" dated January 6, 1995, and recorded at Liber 721, Pages 745 through 747; the "Restrictive Covenants" dated February 24, 1995, recorded on February 24, 1995 at Liber 723, Pages 878 through 888; the "First Addendum to Restrictive Covenants Dated January 6, 1995" and recorded October 25, 1995, at Liber 739, Pages 58 through 67, and the "Restrictive Covenants Hawthorn Heights No. 2" dated August 1, 1998, and recorded August 13, 1998 at Liber 789, pages 381 through 391 inclusive, and the "Restrictive Covenants Hawthorn Heights No. 3" dated April 18, 2000, and recorded April 18, 2000 at Liber 894, Pages 505 through 513 inclusive, and the "Restrictive Covenants Hawthorn Heights No. 4" dated 7, MAY, 2012, and recorded at Liber 11, pages 298 through 301 inclusive with the intent establishing certain covenants to run with the land, and binding upon all parties and persons claiming under them, previously as to Lots 1 through 64, and also said restrictions to address the foregoing concerns; and

WHEREAS, the undersigned property owners being desirous of establishing additional Restrictive Covenants, specifically to govern Lots 65 through Lot 98; and

WHEREFORE, WITNESSETH: The Authority, in pursuance of the foregoing, and for themselves and for their successors and assigns, hold the real estate and each lot described upon the following terms and subject to the following conditions, restrictions, agreements, covenants, obligations and charges and fully and punctually agree to observe, comply with, perform and carry them out

**LEGAL DESCRIPTION OF PROPERTY SUBJECT TO
RESTRICTIVE COVENANTS**

The real property subject to the terms and conditions of the covenants herein contained is as follows:

[SEE ATTACHED LEGAL DESCRIPTION]



PURPOSE AND RESTRICTIONS

The development described above, regarding Lots 65 through Lot 98, referred to as "HAWTHORN HEIGHTS NO. 4" is restricted for single family residential purposes. No structure, except a private storage building and a private garage for no more than three automobiles, shall be erected, altered, placed or permitted to remain on a residential lot other than a single family private dwelling. No dwelling or any outbuilding shall exceed two and one-half stories in height and each garage shall be constructed of material similar in quality and construction to the residence.

All residential dwellings shall be of new construction, and no building shall be moved into the subdivision. No trailer, tent, garage, barn, or other outbuilding erected in the subdivision shall at any time be used as a residence, nor shall any structure of a temporary character be used as a residence. Prior approval of the Architectural Control Committee is required for all additions (decks and building alterations) and placement or erection of accessory buildings including storage sheds.

SPECIAL PROVISIONS

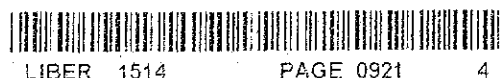
Lots 65 through 98 of Hawthorn Heights No. 4 shall have a minimum square footage requirement of living space, exclusive of porches, garage, basement or enclosed patio, as set forth herein. If the residential structure includes two stories of living space, the total amount of living space for the first floor shall not be less than 1200 square feet, and the total amount of living space for both floors, inclusive, shall not be less than 2100 square feet for occupants, exclusive of porches, garage, basement or enclosed patios. Any structure shall be of new construction with full basement and designed subject to approval of the Architectural Control Committee. There shall be no mobile homes allowed to be installed or constructed on these lots. Lots 65 through 77 shall be reserved for those single family dwellings which will be required to have a minimum square footage of 1200 square feet of living space for occupants; Lots 78 through 81 shall be reserved for those single family dwellings which will be required to have a minimum square footage of 1500 square feet of living space for occupants; Lots 82 through 86 shall be reserved for those single

family dwellings which will be required to have a minimum square footage of 1800 square feet of living space for occupants, further with the requirement that the front of any residence on these lots shall be constructed such that no less than one-third of the front of the house, or the side of the house facing the street, must be covered in brick or stone, subject to approval of the Architectural Control Committee; Lots 87 through 89 shall be reserved for those single family dwellings which will be required to have a minimum square footage of 1500 square feet of living space for occupants, further with the requirement that these residences shall be designed with a brick or stone facade covering one-third of the exterior of the home, subject to approval of the Architectural Control Committee; and Lots 90 through 98 shall be reserved for those single family dwellings which will be required to have a minimum square footage of 1500 square feet of living space for occupants.

PURCHASE OF LOTS AND CONSTRUCTION

When said Lots are made available for sale at a price to be determined by the Authority or a designated agent of the Authority, prospective purchasers shall prepare a written acceptance of purchase which purchaser shall deliver in person to an agent specified by the Authority. Said written acceptance shall be accompanied by an earnest money deposit by certified check or money in the amount of \$100, made payable to the Litchfield Tax Increment Finance Authority. Should more than one written acceptance be submitted regarding the same lot or lots, the purchaser shall be determined on a first come, first serve basis, with the date of submission of the written acceptance to the designated agent of the Authority being the date of determination. If two or more written offers of acceptance are received on the same day, the purchaser shall be determined by blind draw, with the Authority acting as the final arbiter of any proceeding to determine the identity of the purchaser in such case.

Any prospective purchaser must be ready, willing and able to close the sale, pay the balance of the purchase price, and submit architectural or house plans to the Architectural Control Committee for approval within 30 days of submitting written acceptance of purchase. If any prospective buyer is unable or unwilling to close within said period, the acceptance shall be



deemed void and the earnest money deposit shall be forfeited to Seller as an administrative or application processing fee.

Any purchaser may offer to purchase more than one but not more than two separate lots. As a condition of purchase, purchaser agrees to begin construction of a single family residential dwelling on any and all lots purchased within 8 months of date of close. Any construction must be certified for occupancy within 20 months of the date ground breaking has taken place. No construction of any structure or any exterior addition hereto or exterior alteration thereof, shall be commenced until building plans, specifications and plot plan showing grade lines and location of the building, garage, fence and other structures, if any, have been furnished to and approved in writing by the Architectural Control Committee, as created and empowered by these restrictive covenants, or its duly authorized agent. The Architectural Control Committee shall have the right to disapprove any plans, specifications, grade lines and locations, which do not comply with the restrictions herein provided and may disapprove such plans, specifications, restrictions, grade lines and locations which are not suitable or desirable in the opinion of the Architectural Control Committee for architectural, aesthetic or other reasons. All buildings shall be completed in a manner acceptable to the Architectural Control Committee within a reasonable time after commencement of construction and prior to occupancy. If construction has not been commenced or completed as provided, the Authority retains a right of reverter, wherein action may be commenced in Circuit Court for the County of Hillsdale to forfeit the rights of the property owner for failure to abide by the restrictive covenants herein. Any dwelling or construction must also comply with any existing zoning ordinance.

Each residential construction shall also be required to comply with the following:

1. No main roof line of a home, including residential portion and garage, shall be less than 5/12 pitch.
2. Each landowner shall be required to construct a garage of at least one stall if attached to the residence or at least two stalls if said garage is not attached to the residence.

3. Each landowner shall be required to construct a driveway of concrete, asphalt paving, brick pavers, or such other hard surface material and color which must be approved by the Architectural Control Committee prior to installation or construction. The driveway shall include all parking and turnaround areas and shall run from the street to the garage apron. The driveway must be completed within 20 months after the date of closing on any lot.

4. All homes shall be built on a basement as approved by the Architectural Control Committee.

5. All homes shall have a front porch, which shall be covered, with a minimum of 24 square feet, attached to the front entryway of the residence. The construction of the front porch must be approved in advance by the Architectural Control Committee.

6. No private wells shall be allowed.

7. House numbers mounted on dwellings, mailbox or sign shall be readable from the street.

8. Reasonable weed control in open areas visible from the street shall be maintained.

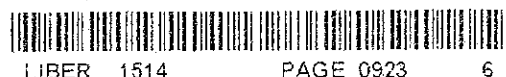
9. If gravel is found on any lot, the same shall not be excavated and offered for sale except that it may be used for the purpose of constructing a building to remain permanently on said lot or may be used as fill material in the subdivision.

10. No lot shall be used as a shop or refuse materials of any kind, nor shall fill material be brought in and used on any lot except unmixed fresh earth and stone.

11. The lot grade must be finished, seeded, and a lawn shall be installed within 12 months of issuance of a certificate of occupancy. The lawn shall be kept and maintained in a reasonable manner.

PROPERTY OWNERS ASSOCIATION

An Architectural Control Committee has been authorized by the preceding Hawthorn Heights Subdivision Restrictive Covenants dated January 6, 1995 and recorded at Liber 721, Pages 745 through 747, inclusive, and the Restrictive Covenants dated February 24, 1995 and



recorded February 24, 1995 at Liber 723, Pages 878 through 888, and its authority and purpose is extended and incorporated into these Restrictive Covenants with regard to Phase 4 as described herein. A majority vote of the Committee shall control. At any time, the then record owners of a majority of the lots, which shall now include Lots 1 through Lot 98 shall have the power through a signed petition to change the membership of the committee or to alter its authority at a meeting called for the purpose, with written notice to all record owners of the lots.

The approval or disapproval of plans or construction as required by these Restrictive Covenants shall be in writing. In the event the Architectural Control Committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. It shall be the purpose of the Architectural Control Committee, or its successor, and the Architectural Control Committee is hereby expressly given the power and authority to monitor and enforce compliance with these Restrictive Covenants.

ANIMALS, LIVESTOCK AND POULTRY

No animals or livestock, including cows, swine or poultry of any kind may be raised on any of the property in HAWTHORN HEIGHTS NO. 4. Pets may be kept, however pets may not be kept for commercial purposes. No owner may keep more than five household pets.

FENCES, DRIVEWAYS AND PARKING

All driveway culverts must be constructed and installed to Hillsdale County Road Commission specifications. Driveway approaches must be constructed of bituminous material to the street line with a minimum radius of ten feet at the street. All portions of the lot lying in front of the dwelling shall be used only for a walk, driveway or ornamental purposes. No outbuilding construction shall be in front of the dwelling. Fences, walls and bridges to be constructed of new material not more than five feet in height and not extending in front of the front dwelling line. All lot owners must provide for parking of motor vehicles upon their property. No vehicle, including but not limited to any trailers, house trailers, truck or semi-tractors, or any kind of machinery shall

be allowed to be parked on any roadway, right of way, or access easement for more than three consecutive days. No vehicle will be parked upon any lot which is not currently licensed. The repair of any vehicle must be done inside a closable structure. All commercial vehicles as well as any farm machinery or equipment must be parked in a closable structure. Boats or Recreational Vehicles, if not kept in an enclosed structure, must be parked in an inconspicuous manner, as determined by the Architectural Control Committee, alongside or behind the residence. The Architectural Control Committee reserves the right to require any boat or Recreational Vehicle to be moved from a residential lot.

MISCELLANEOUS PROVISIONS

No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

BUSINESSES AND SIGNS

It is the intent of these restrictive covenants to limit use of the subdivision for residential, non-commercial and non-agricultural purposes. As to commercial, professional, medical, or industrial use, or use of a "home" as an office, reference shall be made by any prospective user to the Zoning Ordinances as adopted and amended from time to time by the City of Litchfield as to whether such use may be permitted. In any case, no retail or wholesale business shall be allowed, nor any business which might require multiple vehicle parking for clients or customers. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two square feet, or one sign of not more than eight square feet advertising the property for sale or rent. Signs used to advertise the property during the construction and sales period described herein shall also be permitted.

ENFORCEMENT: COVENANTS RUNNING WITH THE LAND

These Restrictive Covenants are attached to and shall run with the land. It shall be lawful not only for the Authority, its successors and assigns, but also for the Architectural Control Committee to institute any proceedings at law or in equity against any person or persons violating any sign of these Restrictive Covenants.

EFFECTIVE DATE AND DURATION OF RESTRICTIONS

These Restrictive Covenants shall run with the land and shall be perpetual, and shall continue to be in full force and effect and binding upon the parties hereto, their heirs, executors, successors and assigns, however, at any time after January 1, 2020, these conditions and restrictions or any of them may be changed or abolished in any or all particulars whenever a majority of the owners unite in signing and executing an agreement or resolution to that effect, which agreement or resolution shall be recorded in Book of Deeds, Hillsdale County Records, and be valid and binding upon the sellers and owners of the lots and upon all other persons.

SIGNED IN THE PRESENCE OF:

Susan Ballinger
Susan Ballinger

SIGNED BY:
LITCHFIELD TAX INCREMENT
FINANCE AUTHORITY

Edwin J. Smith
By: EDWIN J. SMITH
Its: Chairman

Michael Warren
MICHAEL WARREN
Secretary

STATE OF MICHIGAN }
COUNTY OF HILLSDALE } ss.

The foregoing instrument was acknowledged before me this 18 day of Dec., 2012; by Litchfield Tax Increment Finance Authority, by Edwin J. Smith, its Chairman, and by Michael Warren, its Secretary.

SUSAN H. BALLINGER
Notary Public, Cathoun Co. MI
My Comm. Expires July 2, 2014

Susan Ballinger
CATHOUN, Notary Public
Acting in Hillsdale County, Michigan
My commission expires: 7-2-2014
in Hillsdale County, Michigan

PREPARED BY:
Attorney Roy Brandes
Roy Brandes, P.C.
6 South Howell Street
Hillsdale, Michigan 49242

