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**DECLARATION OF BUILDING
RESTRICTIONS AND COVENANTS**

THIS DECLARATION, made effective the 13th day of December, 2004, by PHEASANT RIDGE DEVELOPMENT COMPANY, INC., an Indiana corporation of 58573 CR 115, Goshen, Indiana 46526, and KENT E. DAVISON and JARALEE DAVISON, husband and wife, whose address is 62261 Swan Bay Drive, Sturgis, MI 49091 (hereinafter referred to as the "Declarant"):

WHEREAS, Declarant is the owner of certain property located in the Township of Sherman, County of St. Joseph, State of Michigan, which is more particularly described in Schedule A attached hereto and referred to herein as "Property," and;

WHEREAS, Declarant desires to provide for the orderly residential development and use of the Property and the preservation of the value of the Property;

NOW, THEREFORE, Declarant hereby declares that the Property described herein shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors, legal representatives and assigns, and shall inure to the benefit of each owner thereof.

1. Lands Affected. The Property described in Schedule A attached hereto and made a party hereof (referred to herein as the "Property") shall be subject to and be bound by the terms of this Agreement.

2. General Intent. It is the general intent of this Declaration to permit and, encourage the construction and maintenance of compatible residential dwellings on lots, units or parcels ("Lots") within the Property.

3. Residential Purposes. No Lot in the Property shall be used for other than residential purposes. Any individual dwelling constructed on a single Lot shall have an attached private garage for not less than two (2), nor more than three (3) automobiles, unless approved by the Committee.

4. Character and Size of Buildings.

A. No building, residence or other structure or outside improvements of any kind (including, but not limited to, children's play equipment, tree houses, etc.) shall be commenced, erected or maintained on a Lot, nor shall any exterior addition to or change or alteration of any structure be made, until the plans and specifications showing the design, height, materials, color scheme, location on parcel, outside lighting, and the grading and landscaping plan of the Lot to be built upon, shall have been submitted to and approved in writing by the Declarant's Review Committee ("Committee") and a copy of the plans and specifications shall have been permanently filed with the Committee.

B. The Committee shall have the right to refuse to approve any such plans or specifications or grading or landscaping plans which are not suitable or desirable, in its opinion, for aesthetic or other reasons; and in so passing upon such plans, specifications and grading, it shall have the right to take into consideration the suitability of the proposed residence to be built on the Lot, and the harmony of it with the natural features of the Property and with any residences that may have been constructed on other portions of the Property. The purpose of this Article is to cause the Property to be developed into a harmonious, private residential area. If a disagreement on the points set forth in this Article should arise, the decision of the Committee shall control.

C. In the event the Committee shall have failed to approve or disapprove such plans and specifications in writing within thirty (30) days after the same shall have been delivered, then the same shall be deemed to have been approved, provided that the plans and specifications and the location of the residence on the Lot conform to and are in harmony with existing residences in the Property, these restrictions and applicable zoning laws and building codes.

D. In no event shall any individual residence be permitted on any single Lot which does not comply with the following minimum area requirements, exclusive of garage spaces, space within unwinterized porches and decks, and space within basements which do not contain exterior door openings and windows on at least two (2) walls substantially equivalent to those on other floors:

- (1) One story ranch home: ,400 square feet;
- (2) All other design homes: 1,800 square feet with at least 1,000 square feet on the ground level.

E. All construction of any building or residence shall be completed within twelve (12) months after the issuance of a building permit unless an extension of time is granted in writing by the Committee. The construction of any new building or residence or the repair of any building or residence damaged by fire or otherwise shall be completed as rapidly as possible and should the owner leave such building in an uncompleted condition for a period of more than one (1) year, then the Declarant or the condominium or other association associated with the Property, or their agents or assigns, are authorized to either tear down and clear from the Lot the uncompleted portion of such structure or to complete the same, at their option, and in either event, the expense incurred shall be charged against the owner's interest therein and shall become a lien on the Lot upon which the residence is located.

F. No custom-made or prefabricated out-buildings (i.e., trailer, tent, shanty, shack, barn, shed, etc.) whether wood, metal or other construction shall be permitted, either free-standing or attached to a pre-existing residence, on any Lot, unless approved in writing by the Committee.

G. Temporary buildings of any kind are expressly prohibited and temporary residence or occupancy shall not be permitted without a fully completed exterior of the residence being occupied.

H. No old or used buildings of any kind whatsoever shall be moved or reconstructed on any Lot. All buildings or residences to be constructed shall have finished exteriors of brick, stone, wood, or, aluminum or vinyl siding, a combination thereof, or other suitable finishes as approved by the Committee. All exterior finishes and colors shall be subject to the prior approval of the Committee.

I. All utilities, including, but not limited to, electricity, telephone, water, sewage and gas shall be installed underground, when reasonably possible, except as may otherwise be permitted by prior written approval of the Committee. Exterior fuel tanks shall expressly require the prior written approval of the Committee, including, if permitted, approval of size, placement and screening. No underground storage tanks containing petroleum or other products shall be stored or maintained anywhere on the Property except by prior written approval of the Committee.

J. No "through the wall" or "through the window" air conditions may be installed or maintained in or on any residence constructed within the Property, without the prior written approval of the Committee. Outside compressors for central air conditioning units or other similar machinery shall be located within twenty (20) feet of the residence being served by such equipment, and shall also be located so as to cause the least possible disturbance to neighboring residences. All outside lighting on any residence within the Property shall be subject to prior written approval of the Committee, and shall be designed so as to not project directly onto an adjoining Lot and to eliminate glare visible from another Lot. Each residence constructed on a Lot within the Property shall have a post light of a type and at a location approved by the Committee, near the front door of the residence, with a mechanism to cause the light to be illuminated at all times after dark.

K. No outside antennas or satellite dishes shall be allowed on any Lot, except a satellite dish not greater than 24" in diameter, placed in a location approved by the Committee.

5. Fences. Fences, hedge rows, garden walls and outdoor screen fences shall be erected or planted only after plans and specifications with respect to the same shall have first been submitted in writing to and approved by the Committee.

6. Swimming Pools. All swimming or wading pools shall be constructed in the ground and shall be enclosed by a permanent fence of at least four (4) feet high, consistent with applicable setbacks. Construction thereof shall be commenced only with the prior written approval of the Committee.

7. Signs. No advertising sign of any kind shall be displayed to the public view on any portion of the Property, except one (1) sign of not more than five (5) square feet advertising a Lot

during construction and/or sale shall be permitted. No signs shall be placed on vacant, undeveloped Lots.

8. Activities on Property.

A. No portion of the Property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers properly concealed from public view.

B. No immoral, improper, unlawful or offensive activities shall be carried on any Lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood or adjoining residences, nor shall any unreasonably noisy activity be carried on any portion of the Property.

C. The stockpiling and storage of building and landscaping materials and/or equipment or firewood or similar materials shall not be permitted on any Lot, except during construction of a residence on such Lot, without the prior written approval of the Committee.

D. No clothing or household fabric shall be hung, dried, or aired in a manner that is visible from any roadway.

E. The owner of any undeveloped Lot shall be responsible for mowing and trimming any grass, weeds or other ground cover on a Lot to prevent an unsightly or unkept condition, and inhibit the spread of weeds to other Lots.

9. Vehicular Parking and Storage. All non-motorized vehicles (including, without limitation, house trailers, utility trailers, boat trailers, boats, camping trailers and snowmobile trailers), commercial vehicles, camping vehicles, snowmobiles, recreational vehicles or vehicles other than automobiles or vans not exceeding fourteen (14) feet in overall length, shall be stored within the private garage attached to the residence, or with the consent of the Committee, outside of the view of neighboring Lots, except for temporary outside parking on a paved driveway for a period not to exceed forty-eight (48) hours. No automobiles and vehicles of any kind (motorized or non-motorized) shall be parked on the streets or roads within the Property at any time. No inoperable vehicles of any kind shall be brought or stored upon any portion of the Property, either temporarily or permanently. Except for emergency repairs, no maintenance work shall be performed on any vehicles on any portion of the Property. Commercial vehicles and trucks shall not be parked on any portion of the Property, except while making deliveries and pick-ups in the normal course of business, or during the construction of a residence on a Lot within the Property, or unless parked completely within a garage on a Lot.

10. Animals. No chickens, other fowl, horses, or livestock of any kind shall be kept on any portion of the Property. No animals of any kind shall be kept or maintained on any portion of the Property except normal household pets owned by the occupants of a residence located on a Lot within the Property and not maintained for any commercial purpose; with only one (1) dog or one (1) cat allowed per Lot. Household pets shall have such care so as not to be objectionable or offensive on account of noise odor or unsanitary conditions. No animal shall be permitted to run loose on any portion of the Property, and any animal shall at all times be attended by a responsible

person. No outside dog runs, fenced or otherwise shall be allowed. No vicious or attacked-trained dogs shall be allowed or kept on any Lot.

11. Dangerous Weapons. No owner of any portion of the Property shall use, or permit the use by any occupant, agent, employee, invitee, tenant, guest or member of his family of any firearms, air rifles, pellet guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere upon any portion of the Property.

12. Conservation. As set forth above, it is the intention of the parties to cause the Property to be developed into a harmonious, private residential area in harmony with the natural features of the property. Hence, in the development or use of the Property, the following standards shall be observed:

A. Erosion Control. No soil shall be disturbed, moved or removed from any portion of the Property without the prior consent of the Committee and the Declarant. All soil removed in any excavation or construction shall not be removed from the Property without the prior approval of the Declarant and without such soil having first been offered at no charge (except removal charges), for use elsewhere by Declarant or Declarant's assigns. Upon the completion of the residence on any Lot, the owner of such Lot shall cause it to be finish-graded and seeded, sodded or returned to a condition as close as possible to its natural state as soon after completion as weather permits. All landscaping shall be of an aesthetically pleasing nature, and all landscaping and lawns shall be maintained and mowed to appropriate levels at all times. Basic landscaping, including finished grading and installation of driveways must be completed within six (6) months of the date of occupancy of a residence. All driveways must be of concrete construction.

B. Preservation of Trees. No trees exceeding six (6) inches in diameter shall be removed or cut from any portion of the Property for purposes other than the construction of a residence and improvements reasonably related thereto, without the prior written approval of the Committee.

C. Irrigation Systems. All Lots within the Property upon which a residence has been constructed shall have an underground irrigation system capable of adequately watering all cultivated areas. The systems must be installed within six (6) months of occupancy of a residence and must be maintained in good working order and operated sufficiently to ensure proper growing conditions. Notwithstanding the foregoing, no water for such irrigation systems may be pumped from Lake Templene without the prior consent of the Developer (as referred to in paragraph 21).

13. Building Set-Backs. No building or other structure on any lot within the Property shall be erected nearer to the lot lines of the Lot than the following schedule: Front (Street) Lot line -30 feet; Rear lot line - 25 feet or 25% of the depth of the Lot, whichever is greater; Side Lot line - ten percent (10%) of Lot width at the front setback line, or 10 feet, whichever is greater. Setbacks for corner Lots may be reduced by the Committee along one front (street) Lot line, at the Committee's discretion, depending upon topography, screening and other factors. Setbacks involving concave, convex, meandering lines, or setbacks on multiple contiguous Lots shall be determined by the Committee. All setbacks shall not be less than those required by the local zoning ordinance.

14. Administration.A. Declarant's Review Committee Composition.

(1) The Committee shall consist initially of three (3) members appointed by the Declarant until such time as residences have been constructed on sixty-six and two-thirds (66 2/3) of the Lots within the Property. At such time as residences have been constructed on at least sixty-six and two-thirds (66 2/3) of the Lots within the Property, the Committee shall consist of three (3) persons, one (1) of whom shall be appointed by the Association. Declarant shall be entitled to select two members of the Committee so long as it has an interest in any Lot within the Property. Action by any two members of a three-member committee shall constitute action of the entire committee. The Committee may reject any plan because of too great a similarity to nearby existing structures, because, in the opinion of the Committee the building is improperly placed on the Lot, or because the building is not aesthetically compatible with other nearby existing structures.

(2) In the event of death, resignation or inability to act of any member of the Committee, the Declarant shall have authority to designate a replacement member, subject to the provisions of this paragraph, and until such time as the Declarant has sold one hundred percent (100%) of the Lots within the Property.

(3) Neither the Committee nor any member thereof, shall be entitled to any compensation from any owner of a Lot in the Property on account of any service performed in the examination of plans of specifications.

B. Administrative by the Committee. The Committee shall have the following powers and duties in addition to the other such powers and duties set forth elsewhere in this Instrument:

(1) Approval of Plans. All plans and specifications for the construction of any residence, the undertaking of any landscaping or grading, and the location of any such residence, the exterior alteration of any residence and all exterior uses or improvements on a Lot shall be approved by the Committee prior to construction, in accordance with this Article. The Committee may reject all or any portion of the plans submitted or require the modification or re-submission of any such plans.

(2) Variances. The Committee may grant variances in its absolute discretion from this Article, so long as the general intent of this Article shall be substantially achieved; provided, however, that the granting of any variance by the Committee shall require the unanimous vote thereof.

(3) Enforcement. The Committee shall have the primary responsibility for the enforcement of this Article, although enforcement may also be undertaken by the Declarant or by a condominium or other association associated with the Property. For such purpose, it shall have the right to take or refuse to take such action as herein provided, institute legal or equitable proceedings, or to take such other action which is reasonably calculated to achieve the purposes herein set forth. Any costs, including reasonable attorney fees, incurred in enforcing this Article shall be assessable as a lien against the Lot and the owner thereof, from which a violation arose, and may be enforced in

the same manner as provided for by law for mortgages. The owner or mortgagee of any Lot within the Property may also enforce the covenants set forth herein.

15. Lake Templene Property Owners Association, Inc. Declarant discloses the existence of Lake Templene Property Owners Association, Inc. ("Lake Templene Association"). Each Co-owner of a Lot in the Property shall qualify as a member of Lake Templene Association. The purpose of the Lake Templene Association is to oversee and maintain certain common areas contained in subdivisions located on Lake Templene. Any condominium or other association associated with the Property is authorized to include in its annual budget reasonable amounts for the payment of dues to the Lake Templene Association.

16. Responsibility for Actions. Each Co-owner shall maintain his Lot and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility lines and systems and any other elements in any Lot which are appurtenant to or which may affect any other Lot.

17. Reserved Rights of Declarant. None of the restrictions contained herein shall apply to the development and construction activities, and signs, if any, of the Declarant during the period of construction and sale of any Lots in the Property. Notwithstanding anything to the contrary elsewhere contained herein, Declarant shall have the right to maintain a sales office, a business office, a construction office and models, storage areas and reasonable parking for the foregoing and such access to and from and into the Property as may be reasonably required to enable development of the entire Property by the Declarant. The Declarant shall restore any areas so utilized to a suitable status upon termination of its use.

18. Reservation of Easements.

A. Utility and Drainage Easements.

(1) Declarant reserves an easement for utility services and for drainage over the six (6) foot wide strip of land that lies contiguous to each sideline of every Lot in the Property.

(2) Declarant reserves an easement for utility services and for drainage over the ten (10) foot wide strip of land that lies contiguous to the front line of every Lot in the Property.

B. Flowage Easement. Every numbered Lot in the Property that lies contiguous to the lake shall be subject to a flowage easement to an elevation on the Lot equal to the high water elevation in such lake.

19. Water Well and Septic Systems. A well water supply construction permit and an on-site sewage permit for each Lot shall be obtained from the District Health Department prior to beginning construction on any Lot.

All sanitary plumbing shall conform with the minimum requirements of the Health Department of St. Joseph County and the State of Michigan. Plumbing shall comply with all applicable codes or ordinances.

A. All dwellings shall be served by an on-site sewage disposal system. Private septic tanks and drain fields shall be constructed in compliance with the regulations of the St. Joseph County or District Health Department and with applicable Michigan Department of Public Health regulations.

B. All dwellings shall be served by an on-site potable water supply system. All wells on individual lots shall be installed by a well driller licensed by the State of Michigan. All wells shall be grouted in compliance with the requirements and recommended procedures of the Michigan Department of Public Health. A complete well log form for each potable water well shall be submitted to the County or District Health Department within sixty (60) days following completion of such well.

C. The main floor of all residential buildings on each Lot shall be at or above elevation 834 and constructed in a manner to allow gravity flow of sewage wastes from all required plumbing fixtures into the on-site sewage disposal system.

20. Flood Plain Restrictions.

A. The following restrictions apply to dwellings affected by the 100-year flood plain limits of Lake Templene. All such dwellings shall:

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

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

(3) 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 Engineers, U.S. Army, Washington, D.C., June 1972. Figure 5, Page 14.5 of the regulations shows typical foundations drainage and waterproofing details.

B. The 100-year flood plain limit for Lake Templene is elevation 831.0 (N.G.V. Datum). No filling or occupation of the flood plain shall take place without prior written approval from the Michigan Department of Natural Resources and the Committee.

21 Lake Templene

A. Water Usage and Control. Lake Templene is designated as a private lake and as such, the right to usage and control remain with St. Joseph County Lake and Land Development Corp. ("Developer") or their successors or authorized agents.

(1) Usage and enjoyment of the water is to be controlled by the Developer, including but not in limitation thereof, prohibition of pumping water from the lake to lawn sprinkler systems.

(2) There shall be no water skiing or power boat racing before nine a.m. or after official sunset, except for special events authorized by the Developer or the Lake Templene Association hereafter described.

B. Shoreline and Water Level Control. For the good of the waters of Lake Templene and for the control of weed growth and for control of fish population, the Declarant and Lake Templene Association shall be entitled to lower the level of the lake for periods of time when deemed necessary. Declarant shall also have the right to control the level of the water in the lake, in accordance with applicable laws and regulations.

C. Islands. No owner of any portion of the Property shall have any rights whatsoever with respect to any islands located within Lake Templene.

22. Condominium Subdivision. Declarant contemplates developing the Property as a subdivision under Act 59 of the Public Acts of 1978, the Michigan Condominium Act (the "Act"). The subdivisions will be effected by the recording of a master deed by Declarant in accordance with the provisions of the Act. The master deed will contain such definitions and provisions as may be necessary to adequately describe and establish the condominium, within the sole discretion of Declarant, or its successors or assigns. Any person or entity purchasing or owning a Lot or parcel within the Property shall be deemed to have irrevocably consented to the execution and recording of the master deed establishing the condominium, and the inclusion of such purchased Lot as part of the condominium project. At Declarant's request, any such purchaser shall execute such consents or other documents as Declarant reasonably requests to affect the recording of the master deed and impose the condominium regime upon the Property and the purchased Lot. Any such purchaser shall be deemed to have irrevocably appointed Declarant, and/or Declarant's successors, assigns, and legal representatives, as agent and attorney for the purpose of execution of the aforementioned documents in the name of and on behalf of such purchaser, upon the default of execution by a purchaser of the foregoing documents.

23. Term. The provisions contained herein shall be deemed to be covenants running with the land and shall be binding upon the owners of all or any portion of the Property, their heirs, successors, legal representatives and assigns, and all persons claiming under them until December 31, 2024, provided, that these standards shall be automatically extended for successive periods of ten (10) years unless modified or terminated by the affirmative of all of the owners of parcels within the Property. Notwithstanding the foregoing, this Declaration may be amended at any time by the Declarant without the consent of any owner or mortgage of a Lot within the Property to remove portions of the Property here from, or for such other purposes when such amendment does not materially, adversely, affect the rights of any such owner or mortgage.

24. Severability. The voiding or limitation of any one (1) or more of the restrictive covenants contained herein by judgment or court order shall in no way affect any of the remaining provisions and all of the remaining covenants shall remain totally and severally enforceable.