

**RESTRICTIVE COVENANTS  
FOR  
EWING PINES SUBDIVISION**

Revised

September 2008



Green Ventures Development, Inc. ("Developer"), is the owner of *Part of the Southeast Quarter of Section 7, Township 47 North, Range 24 West, Chocolay Township, Marquette County, Michigan.* (Liber \_\_\_\_\_ Page \_\_\_\_\_), and WHEREAS, said land has been divided into a residential subdivision known as Ewing Pines Subdivision.

These RESTRICTIVE COVENANTS are imposed to promote the orderly development, including but not limited to, unnecessary interference with the natural beauty, of Ewing Pines Subdivision. This is for the mutual benefit and protection of Developer and future owners of lots in said subdivision.

NOW THEREFORE, Developer imposes the following RESTRICTIVE COVENANTS, which shall run with the land, on all the lots in said subdivision:

1. RESIDENTIAL USE. All lots shall be known and described as residential lots and shall be used for private residential purposes only. All buildings erected must be none other than a single family dwelling, not to exceed two stories in height, and a private garage for not more than three vehicles.

NOTHING HEREIN, however, shall prohibit the maintenance of a separate living suite for elderly parents or relatives, said quarters commonly being referred to as "in-law suites".

No more than one dwelling shall be erected on any one lot. No lots shall be divided into smaller tracts for that purpose.

2. DWELLING SIZE. No dwelling shall be permitted to remain in the subdivision unless it has the number of square feet of enclosed living area, exclusive of open porches, screened porches, garages, or basements as set forth in the following paragraph. Stated square footage shall mean the finished and heated area contained within the residence, exclusive of open porches, garages, eaves, and steps. The following are these requirements:

- a. A one level (1) residence must have at least 1,400 square feet of heated living space.
- b. A one-and-a-half (1½) or two (2) level residence must have at least 1,600 square feet of heated living space. The ground floor area, in the case of a 1½ or 2 level residence, shall not be less than 900 square feet of heated living space.
- c. Each residence must have an attached garage, size not to exceed three (3) vehicles.
- d. No second hand residences or house trailers will be allowed to be moved into the subdivision regardless of size.

3. BUILDING. No buildings shall be built on any lot until first a complete dwelling house conforming to the provisions of this instrument have been completed.

- a. All homes shall be built in traditional style. All foundations shall be faced with brick, stone, or split faced block on all four sides with no exposed regular concrete block.
- b. Exterior walls of homes must be faced with brick, mountain stone, vinyl siding, hardy board or a combination of said finishes. Synthetic stone will be permitted but said stone must be installed as individual masonry pieces and not pre-constructed board.
- c. Developer must approve all home plans and outbuilding plans in said subdivision before any construction begins. Said plans must specifically show for approval the appearance, main floor elevations, and exterior color scheme of each home.
- d. Any residence shall be completed within a period of twelve months from the date of pouring the footing of said residence.



- e. No building shall be located nearer to the front lot line than thirty-five (35) feet. No building shall be located nearer to the rear lot lines than twenty-five (25) feet. No building shall be located nearer to either side lot line than ten (10) feet.
  - f. Each residence must be served by a driveway constructed with concrete or asphalt; loose stone or rock will not be permitted.
  - g. Outbuildings, pools, and fences may be built on back yards only. Outbuildings must be built of the same construction as the home on the lot and finished with the same color scheme as said home.
  - h. Any and all fences constructed on property shall be no nearer the front lot line than the line of the rear elevation of the residence extended in a direct line to each side. No chain link fences shall be allowed. Fences shall be no higher than six (6) feet.
  - i. All wells must meet the requirements of the Marquette County Health Department as outlined in a letter dated August 10, 2006. (see EXHIBIT A)
  - j. As required by Health Department code, no well may be within 50' of a sewer main.
  - k. No growing trees that are ten or more inches in diameter that do not interfere with the residence on the lot shall be cut down without the consent of the Developer. All landscaping shall be of a design that complements the existing natural surroundings. All lawns must be completed within one (1) year of occupancy.
  - l. Developer shall have the right to determine the location and design of all mail or paper delivery boxes and driveway lighting in order that the area be uniform in appearance.
  - m. All buildings must fully comply with all local, city, county, state, and/or federal building codes and ordinances.
4. NUISANCE. No lot shall be used, in whole or in part, for the storage of rubbish or for the storage of any property or thing that will cause such lot to appear in an unclear or untidy condition or that will be obnoxious to the eye.
- a. All lots, from the date of purchase, must be maintained by the owner in a neat and orderly condition. All limbs, trees, and rocks must be maintained and kept out of the streets and off the adjoining property.
  - b. All clothes lines, garbage cans, equipment, cooler or storage piles shall be walled-in to conceal them from view of neighboring lots and roads.
  - c. No signs shall be displayed on any lot other than advertising the property for sale or rent and those used by the builders and developer to advertise the property during the construction and sales period.
  - d. No truck larger than one ton in size may be parked or kept on any lot, except during the construction of a home.
  - e. No junk or inoperable vehicles, vehicles in need of body repair, or unregistered vehicles may be parked or kept on any lot or streets.
  - f. No elevated tanks of any kind shall be erected, placed, or permitted on any part of said premises. Any tanks for use in connection with any residence constructed on said premises, including tanks for the storage of fuel, must be buried or walled sufficiently to conceal them from view from neighboring lots and roads.
  - g. Property owners shall take whatever means necessary to prevent siltation from leaving your property. Any uncorrected deficiencies will be addressed by the developer. Property owner shall reimburse developer for expenses to correct all deficiencies.

5. PUBLIC AREAS. Easements set aside for walking trails and ponds will remain available for public use.
  - a. No piers shall be erected in or on the pond located on the subject property.
  - b. No swimming will be allowed in the pond.
  - c. No motorized craft or boats shall be kept in or operated on the pond.
  
6. HOMEOWNER'S ASSOCIATION COMMITTEE. If Developer thinks it is appropriate, there will be an owners association formed with Developer, a development committee, and property owners that would have the power to alter, amend, and/or enforce the restrictions set forth herein.

The RESTRICTIVE COVENANTS are hereby declared to be severable. In the event any one of them is declared invalid by the final judgment of a court of law, the remainder shall continue in full force and effect. The RESTRICTIVE COVENANTS shall be in effect for 25 years, and after said time shall be cancelled or amended by a two-thirds majority of the then lot owners, evidenced in writing, and recorded in Marquette County, Michigan.

Developer shall have power, during the construction of homes on said lots, to grant waivers or minor violations of these RESTRICTIVE COVENANTS that, in their opinion, do not materially affect the purpose of these RESTRICTIVE COVENANTS. Developer reserves the right, as long as the Developer owns any lot in said subdivision, to amend any or all of the said COVENANTS, evidenced in writing and recorded in said Clerk's office. Developer, any individual lot owner, or group of lot owners shall have the power to enforce these RESTRICTIVE COVENANTS and take appropriate action against the violator in the court of law of competent jurisdiction. Any person found guilty of violating said RESTRICTIVE COVENANTS shall be liable for any damages caused and the costs of enforcement including court costs and attorney's fees.

IN WITNESS WHERE OF the undersigned have hereunto set their hands and affixed their seals, on the \_\_\_\_ day of \_\_\_\_\_ 2008.

Green Ventures Development, Inc.

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Timothy L Prisk, President

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Paulette L Perttunen, Secretary/Treasurer

