

## **AMENDED RESTRICTIONS FOR COUNTRY ACRES NO. 2**

As provided in paragraph 13 of these Restrictions, a majority of lot (property) owners (Exhibit "A" attached) in the Plat of Country Acres No. 2, comprising lots # 30-89 situated in Oronoko Township, Berrien County, Michigan, for and in consideration of the covenants and restrictions herein contained, do hereby declare that said plat shall be subject to the following amended restrictions replacing those of Liber 978, Pages 1108 through 1110 recorded July 9, 1974 and Liber 1049, page 899 recorded June 24, 1977, in their entirety.

If any owner or owners of any lot or lots in said plat shall violate or attempt to violate any of the covenants herein, they shall be liable to prosecution and proceedings at law or in equity, to restrain any person or persons violating or attempting to violate any such covenant and to recover damages resulting to him or them from such violation.

Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions, covenants or restrictions placed on said premises, and all other covenants and restrictions shall remain in full force and effect.

1. All lots in said subdivision shall be known and described as residential lots. No structure shall be erected upon, placed or permitted to remain on any residential building lot, other than one detached one family dwelling, not to exceed two stories in height, and a private garage. Utility sheds, described as personal property (an accessory building not permanently affixed to the ground), are permitted and must blend into the general good appearance of the property.
2. No lot shall be sold or any building erected or placed on any building plat in this subdivision until a well shall be installed and tested for capacity and certified to be capable of producing 10 gallons per minute when equipped with the recommended residential equipment by a licensed well installer. Said well must be located so that the utility of the rest of the lot is not unduly restricted. However, this restriction does not apply for those lots that have made arrangements to hook into a central water system.
3. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plans showing the location of said building or buildings have been approved by the Country Acres Homeowners Association Board of Directors, or their duly authorized representative for conformity and harmony of external design and location on the lot with existing structures in the subdivision, and as to location of the building with respect to the property and building set back lines.
4. No trailer, recreational vehicle, motor home, any other vehicle, basement, tent, shack, garage, barn or other building erected in said tract shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary nature ever be permitted.

5. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which shall become any annoyance or nuisance to the neighborhood. Lots shall be kept mowed and free of any noxious growth by the lot owner.
6. All dwellings shall include a private garage for at least two cars and the lot owner shall provide a hard surface driveway of bituminous asphalt or concrete from the garage to the access property line. The parking of boats, trailers, etc. on lots is limited to those of the resident. Inoperable or unlicensed motorized vehicles are not to be kept on the property unless kept inside a garage.
7. No new dwelling shall be erected on any lot, the finished above-ground living area of which is less than fifteen hundred (1,500) square feet, exclusive of garages, basements and open porches.
8. All exterior construction shall be of brick, stone, concrete, wood, vinyl, or aluminum siding, or satisfactory combinations of these materials. No building shall be constructed on any lot with an exterior of stucco, asphalt, tar paper, asbestos siding, simulated stone, simulated brick, or any similar material. All homes will be constructed on site. The finished building plans must be first approved by the Country Acres Homeowners Association Board of Directors, or their duly authorized representative.
  - (a) Internal and external building upkeep and maintenance is the responsibility and obligation of the property owner.
  - (b) External appearance including, but not limited to, paint and/or stain, roof, driveway and landscaping must be maintained and not detract from the general appearance of the neighborhood.
9. No advertising signs shall be placed on any premises except one "For Sale" sign of not more than six square feet or the usual signs used by the builders.
10. No lot owner or resident shall park any commercial vehicle, licensed as commercial and used in connection with any business, on or in front of his property. Such vehicles, however, may be kept if put into a garage.
11. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other pets which may be kept provided they are not kept, bred or maintained for commercial purposes and provided they are reasonably restrained so that they are not a nuisance to the neighbors. Animals exercised in the neighborhood must be leashed and the owner bears immediate responsibility to clear all droppings.
12. All construction shall be completed within one year from date of beginning. All unused building materials must be removed or stored in the building within the same time period.

13. These restrictions shall be regarded as covenants running with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date of these covenants being recorded, after which time said covenants shall be automatically extended for successive periods of twenty-five years unless the instrument signed by a majority of the then owners of the lots have been recorded agreeing to change said covenants in whole or in part. Restrictions numbers 15, 16 and 17 are exempt from this restriction, may not be amended and are in perpetuity.
14. Enforcement shall be by proceedings of the law or in equity against any person or persons violating or attempting to violate any covenant either to restrain and/or to recover damages.
15. The flood plain limit for Painter Creek which is located within said subdivision is defined by elevation 676.0 (U.S.C.S. datum) as established by the Water Resources Commission, and the portions of Lots 53 through 57, 60 through 64, and 66 through 75 located in said subdivision lie within the said flood plain.
16. Lots 53 through 57, 60 through 64, and 66 through 75 located in said subdivision shall be subject of the following non-amendable conditions, reservations and restrictions in perpetuity, which restrictions may be enforced by any owner of a fee title of any of said lots or any owner of any encumbrance upon any of said lots:
  - (c) Have lower floors, excluding basements, a minimum of 1 foot higher than the elevation of contour defining the flood plain limits.
  - (d) Have openings into the basement not lower than the elevation of the contour defining the flood plain limits.
  - (e) Have basement walls and floors, below the elevation of the contour defining the flood plain limits, watertight and reinforced to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the flood plain 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 flotation.
17. No filling or occupation of the flood plain area will be allowed without the approval of the Department of Natural Resources.
18. Construction of solid fencing or solid hedge-row plantings, that would inhibit local residents' viewing of the lake, is prohibited. Chain link fencing is permitted where fencing is required by law, such as for swimming pool safety.
19. No hunting or discharge of firearms is permitted.

20. Maintenance of septic tanks and drain fields, to maintain lake quality and protect other lots, is required.

In accordance with paragraph 13 (above) of these Restrictions, a majority of lot owners in Country Acres No. 2, have accepted and approved these amended restrictions, as evidenced by their signatures on Exhibit "A" (attached).

IN WITNESS WHEREOF, the parties hereto, as officers of the Country Acres Homeowners Association, and pursuant to the approval of a majority of lot owners, have executed this instrument on the 23rd day of January, 2015

s// Sharon Cochran

President

Sharon Cochran

Printed name

s// James Temple

Secretary

James Temple

Printed name

Sworn to and subscribed before me, a Notary Public in and for the county of Berrien, state of Michigan this 23rd day of January, 2015

s// Roshelle Lencki

Notary Public

Berrien County, Michigan

My Commission Expires: March 3, 2021

*Notary Public's stamp on the  
recorded document.*

*Prepared by:*

*James Temple*

*2880 Lakeland Dr.*

*Berrien Springs, MI 49103*