

DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS OF
THE MOORS OF PORTAGE NO. 1

PRESTWICK AND SQUIRE HEATH LOTS

Recorded in:
Liber 1084
Page 288
AND
Liber 1086
Page 473

INDEX

- A. ACC – Construction
 - 1. Use of Property – Controls – ACC – Alterations and Construction.
 - 2. Building Requirements
 - 3. ACC Approvals of site plans – setbacks – locations – staking
 - 4. ACC-make-up – method of choosing members – approvals
 - 5. ACC – Criteria for decisions – no limitations
 - 6. Occupancy of home – Sewer limitations

- B. Lot Guidelines
 - 7. Lot Definition
 - 8. Lot re-subdivision
 - 9. Lot Sales – Right of First Refusal
 - 10. Maintenance of Ground
 - 11. Types of Vehicles not permitted on driveways
 - 12. Pets – Controls
 - 13. Fuel Tanks – Prohibition
 - 14. Above ground Utilities – Prohibition
 - 15. Garbage Control
 - 16. Motorcycles, recreational vehicles – operation on premises
 - 17. Noise Restriction
 - 18. Firearms Discharge
 - 19. Easements – 10 feet along rear and side
 - 20. Signs Limitation
 - 21. Clothesline Restriction
 - 22. Trees – Limitations on cutting and trimming
 - 23. Trees and Brush – Removal from lot
 - 24. Herbicide Restriction
 - 25. Site Lighting
 - 26. Erosion Control in Construction
 - 27. Site Clearing – Limitations

28. Landscaping – General – Next to Golf Course – No fences
 29. Golf Course Maintenance Easement Area
 30. Entry on Lots – before and after construction – next to Golf Course
 31. Restriction on Activities of Owners – Control of Pets
- C. Building Restrictions
32. Building heights limitations
 33. Aesthetics of sides, rear and front – Golf Course lots
 34. Television Aerials Limitation
 35. Building Exteriors – Roofs – Finishes – Colors
 36. Door and window finishes - Colors
 37. No A-Frames – Chalet type designs
 38. Garage Restriction and Finishes
 39. Remodeling and Color Schemes
 40. Limit of completion time
- D. General Restrictions and Covenants
41. Violations – Rights of property owners
 42. Saving Clause if any restriction invalid
 43. Mineral Rights – By Investment Group
 44. Restrictions – limitations to plat only

DECLARATIONS OF CONDITIONS, COVENANTS AND RESTRICTIONS ON THE PLAT OF THE MOORS OF PORTAGE NO. 1

The Moors Investment Group, a Michigan Limited Partnership, sometimes hereinafter referred to as the “Company,” being the owner of all of the premises and lots contained in The Moors of Portage No. 1, a recorded plat filed and recorded in the Office of the Register of Deeds for the County of Kalamazoo, Michigan and desiring to create and establish certain conditions, covenants and restrictions to govern and control the use, occupancy, ownerships and title of each and all of said lots contained in said plat as recorded does hereby impose upon and subject the title, use, occupancy, and ownership of all the lots contained in said plat, to the conditions, covenants and restrictions hereinafter set forth:

1. Lot owners shall use the premises solely for single family dwelling purposes, and no structure, fence, driveway, or any type of improvement, facility or construction may be constructed, placed altered or maintained on any lot until the proposed building plans, specifications, site plan and construction schedule shall be approved in writing by the Architectural Control Committee, hereinafter referred to as “ACC.” The design and shape of any home structures, roof, walls and appendages must be approved by the ACC and should harmonize with the land and other homes in the area. No alterations may be made in such plans after approval by the ACC is given except with the written consent of the ACC. One copy of all plans and related data shall be furnished to the ACC and approved

prior to application to the City of Portage for building permit or prior to commencement of construction of any structure.

2. No dwelling house shall be constructed or located within the plat which does not comply with the following minimum area requirements, exclusive of porches, garages and breezeways:
 - a. If a 1 ½ or 2 story structure, the same floor area on the first floor and a minimum of 2,000 square feet of total floor area.
 - b. If a multi-level other than a 1 ½ or 2 story structure is erected it shall contain a minimum of 1,800 square feet of total floor area in the entire structure, other than any portion thereof which consists of a normal basement area substantially below grade level and with or without any fully exposed side elevations. In this regard, there shall be no minimum area requirement for any single level.
 - c. If a single-story structure, the same shall contain a minimum of 1,600 square feet of total floor area on the first floor above the basement level. If the single story structure has a lower walk-out area, it must have 1,400 square feet of floor area on the first floor and 600 square feet of finished habitable floor area on the lower level.
 - d. The foregoing area requirements shall be determined by measurements around the exterior of the dwelling, exclusive, however, of porches, garages, and breezeways.
3. The ACC reserves the right for final approval of all site plans including the placement, setbacks, and orientation of any structure on the site. Building setbacks shall be flexible in the Plat. The ACC shall attempt to have varied setbacks and home orientations to avoid a lined-up appearance of site improvements and to preserve trees and natural topography. Sideyard setbacks will be a minimum of 7 ½ feet and frontyard setbacks shall be established on each lot by the ACC. Location of any structure on the site must be staked by owner and then approved by the ACC before construction commences.
4. The ACC shall consist of three persons who shall be designated from time to time by Joseph . Gesmundo and James R. Morren or the survivor of them. The original CC shall consist of Joseph L. Gesmundo, John A. Verploegh and Jeff Gardner. Any death, removal, resignation or election as herein set forth shall be evidenced by the recording of an appropriate instrument in the Office of the Register of Deeds for Kalamazoo County, Michigan, disclosing such death, removal or the resignation of the above-named committee members or their successors. Joseph L. Gesmundo and James R. Morren or the survivor of them shall have the right to designate a replacement or in the event they fail or decline to so designate a replacement, then and in that event, a majority of the property owners in the above described plat may elect by a majority vote a replacement member to the ACC. Any member of the ACC may be removed by Joseph L. Gesmundo or James M. Morren or the survivor of them by executing a document of removal. The removal shall be effective upon recording the document. Any approval granted by the Architectural Control Committee shall be in writing and signed by

- any two of its members. The ACC shall have discretion to allow variation from any of the conditions, covenants and restrictions contained in this Declaration by written approval of a majority of its members. The ACC may publish guidelines from time to time setting forth the criteria it will consider in making its decisions.
5. The approval or refusal by the ACC to grant any of the approvals referred to herein may be based upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the ACC shall be sufficient. In this respect, the ACC may consider conformity and harmony of design with existing structures in the plat, adequacy of construction and preservation of the natural ecology of the area and its orientation and aesthetic appeal as viewed from the Golf Course.
 6. No dwelling or any lot shall be occupied until the exterior has been completed and interior plumbing with flush type toilet installed and in use, together with either a complete septic tank and underground disposal system meeting all requirements of the Michigan Department of Health or connection to a public sanitary sewer. Approval by the ACC will be required prior to occupancy.

Lots in this plat are approved for temporary service by individual wells and septic tanks until the City of Portage finishes municipal water and sewage on Angling Road subject to the following restrictions:

- a. Individual sewage disposal systems shall be of the septic tank soil absorption bed type.
 - b. Wells furnishing water shall terminate at depth of approximately 95 feet.
 - c. The lot owner will be required to disconnect from the temporary septic tank system and connect to the municipal sewer system 60 days after notification of availability.
 - d. At the time of construction of the house, the sewer lead shall be extended into the lot to the house and capped in order to facilitate connection to the house sewer system when the changeover from the temporary septic system is made.
7. Whenever used in these restrictions, the term "lot" shall mean a platted lot, or two (2) or more contiguous platted lots if owned by the same party or parties, and a residence has been constructed on (1) one of the contiguous lots.
 8. No lot shall be re-subdivided, or its boundary lines changed, except with the written consent of the company. However, the company hereby expressly reserves to itself, its successors or assigns, the right to replat any said subdivision in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site to include, but not to be limited to, the relocation of easements, walkways, and rights of way to conform to the new boundaries of said replatted lots, provided that no lot originally shown on a recorded plat is reduced by more than twenty (20) percent from its original size.
 9. If at any time prior to construction of a home on a lot a lot owner shall desire to sell his lot, the Company shall have the right of refusal of said property in the following manner: The lot owner shall give to the Company notice in writing

specifying the terms and conditions upon which he desires to sell said property and offering to sell said property to the Company upon the same terms and conditions. Within ten (10) days after receipt of such notice, the Company shall either accept or reject said offering in writing. The lot owner shall then be free to sell to any other person upon the terms and conditions specified in said notice. If the sale is to be made on terms and conditions other than as originally specified, then the right to purchase shall again be offered to the Company as above set forth. The rejection of any one or more such offers of sale shall not terminate this right of first refusal as to later offers. If within a ten-day period the Company does not accept or reject said offers, then it shall be conclusively presumed that the offer has been rejected.

10. Lot owners shall maintain the improvements on the premises in a neat and attractive manner, and in particular shall keep grass and weeds cut and shall remove dead trees, dead shrubbery and dead plants. Lot owners shall keep the exterior of improvements on the premises clean and in a good state of repair and appearance. If any lot owner fails to maintain or repair any part of their lot or home, and if such maintenance or repair is necessary, in the sole discretion of the Association, and such failure of the owner to maintain or repair continues for a reasonable time after written notice of the necessity of such maintenance or repair has been delivered by the Association to the owner, the Association may levy a special assessment against such owner for the cost of said maintenance.
11. Lot owners at no time shall keep or permit to be kept on the premises or on the driveways any motor home, truck, housetrailer, truck campers, mobile home, boat or boat trailer. All vehicles, snowmobiles, motorcycles, trailers, and similar property shall be kept in garages.
12. No domestic animals of any kind shall be raised, or kept or permitted upon the premises or any part thereof other than dogs, cats and birds, nor kept, bred or raised thereon for commercial purposes or in unreasonable numbers. Such animals shall be reasonably controlled to prevent their being a nuisance to the other lot owners. Pets and other animals shall be permitted subject to such regulations which shall from time to time be adopted by the ACC. No pets will be allowed to run free and shall be restrained from going onto another lot owners' property, golf course or neighboring properties.
13. No fuel tank shall be maintained above ground on the premises.
14. The lot owners shall not maintain any power, telephone, or other utility wires or conduit serving the premises above ground without the prior written consent of the ACC.
15. No garbage, refuse, rubbish or cuttings shall be deposited upon or left on the premises unless packed in an attractive container suitably located and screened from view.
16. No motorcycles, motorbikes, outboard motors, snowmobiles or other recreational vehicles shall be operated on the premises, except for the purposes of ingress and egress from same. Under no circumstances shall any such vehicles be operated on the golf course.

17. No activity will be permitted on any lot between any Saturday noon and 7:00 A.M. the following Monday morning causing noise levels in excess of 65 decibels on the A scale, at the lot line during the aforesaid time period. This restriction shall be deemed to include but not be limited to the use of power mowers, power saws and construction work.
18. No discharging of firearms, hunting for or the taking of wildlife shall be allowed on the premises or on the Golf Course.
19. The Company reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, or other public conveniences or utilities on or over the rear ten (10) feet of each lot and ten (10) feet along one (1) side of each lot. Provided further, that the Company may cut drainways for surface water wherever and whenever such action to maintain reasonable standards of health, safety, and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery make any gradings of the soil, or to take any other similar action reasonable necessary to provide economical and safe utility installations and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, and tanks within residential areas on any walkway, or any residential lot designated for such use on the applicable plat of a residential subdivision or to locate same upon any lot with the permission of the owner of such lot. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.
20. No signs will be allowed in the Plat without first receiving ACC approval of content, design and colors of building materials.
21. No laundry, clothing or other articles shall be hung out to dry on any lot and no other similar unsightly condition shall be allowed on any lot.
22. No trees may be cut or trimmed on any lot without first having the written approval from the ACC and then only for the area necessary for house and garage construction.
23. All stumps, trees and brush, cut or cleared to provide for home and driveway construction, must be hauled away from lot, except that timber may be saved and cut for fireplace firewood.
24. The lot owner shall obtain approval from the ACC before applying selective and non-selective herbicides on woody stem plants and turf grass.
25. All site lighting shall be down or area lighting and no bulb posts and spotlights with direct glare shall be allowed. Where lighting is provided near side yard or rear property lines natural screen acceptable to the ACC shall be provided.
26. Any kind of construction on the premises shall be fully protected by erosion control measures in accordance with the provisions of the State Erosion and Sediment Control Act, Act 347 of the Public Acts of 1972.

27. No site clearing or building construction may be started without first receiving approval of the ACC.
28. The landscaping plan for the areas of any lot adjacent to the Golf Course property shall be in general conformity with the overall landscaping pattern for the golf course area established by the golf course architect, and all individual lot landscaping plans must be approved by the ACC.
29. There is reserved to the Company, The Moors Investment Group, its agents, successors or assigns, a "Golf Course Maintenance Easement Area" on each lot adjacent to The Moors Golf Course property. This reserved easement shall permit the Grantor, its agents, successors and assigns, at its election, to go onto any lot adjoining the Golf Course Maintenance Easement Area. Such maintenance and landscaping may include removal of underbrush, trees, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the Easement Area. This Golf Course Maintenance Easement Area shall be limited to the portion of lots within thirty (30) feet of the lot bordering the Golf Course and shall be known as the "Golf Course Maintenance Area"; provided however, that the above-described maintenance and landscaping rights shall apply to the entire lot until a residence is under construction on the lot. No structures of any kind may be constructed on the Golf Course Easement Area.
30. Until such time as a residence is constructed on a lot, the Company, its agents, successors or assigns, reserves an easement to permit and authorize registered golf course player and their caddies to enter upon a lot to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass. After a residence is constructed, such easement shall be limited to that portion of the lot included in the Golf Course Maintenance Area, and recovery of balls only, no play, shall be permitted in such Easement Area. Registered players or their caddies shall not be entitled to enter on any such lot with a golf cart or other vehicle, nor spend unreasonable time on such lot, or in any way commit a nuisance while on such lot. After construction of a residence on Golf Fairway lot, "Out of Bounds" markers may be placed on said lot at the expense of the Company.
31. Owners of golf fairway lots shall be obligated to refrain from any actions which would detract from the playing qualities of The Moors Golf Course or the development of an attractive overall landscaping plan for the entire golf course area. Such prohibited actions shall include, but are not limited to, such activities as burning trash and the maintenance unfenced dogs or other pets on the lot under conditions interfering with play due to their loud barking, running on the fairway, picking up balls or other like interference with play.
32. The height of all structures shall be subject to the written approval of the ACC. The lots bordering the Golf Course shall have only low profile structures of one story. However, where previously designated by the ACC, one story dwelling with walk-out basements on sloping lots will be permitted.
33. All improvements to be constructed on lots bordering the Golf Course shall be designed and constructed so that the Golf Course side of the improvements are aesthetically appealing. In this respect, the window treatment, detail, variety of

planes and angles and use of construction materials should be comparable to street or front side of improvements. In its discretion the ACC may waive or vary the requirements of this restriction.

34. Any and all television aerials, radio aerials or any other aerials of any type or nature shall be allowed on the premises only with the prior written approval of the ACC. Such aerials shall be removed from the exterior of the dwelling appurtenances and lot at such time as a cable television system is available to the lot in questions. No owner or occupant shall obtain or utilize any cable television service by direct line or microwave without permission of the ACC.
35. All exteriors will be of solid wood, masonry or stone materials and shall be natural or earthtone hues. No roofing materials shall be used without first informing the ACC and obtaining its written consent for such use. Natural wood shake shingles shall be used on the roofs of all lots bordering the golf course property and the roofs on improvements on all other lots shall have heavy asphalt shingles which are rated at least 300 pounds per 100 square feet. No flat, gambrel, or mansard roofs will be permitted unless a variation is granted by the ACC.
36. No A-frames will be permitted within the premises, but certain chalet type designs may be permitted, but only with ACC approval.
37. All dwellings shall have an attached garage providing at least two enclosed parking spaces and at least two additional parking spaces in the driveway. Garage doors are to be deemphasized and shall be of one color and of wood or wood-based materials. No decorative garage doors will be allowed. It is the desire of the ACC that all garages not face the street. Additionally, no garages having a capacity of more than tow cars will be permitted to face the street.
38. If property owners wish to remodel or add any structure or change the exterior color scheme of any improvement, they must first submit their plans and/or color sample, and then such changes shall be undertaken only after written approval is obtained from the ACC.
39. The exterior of any improvements to be constructed on the premises are to be completed within twelve (12) months from the date upon which construction of the improvement is commenced.
40. These covenants and restrictions shall run with the land and be binding upon all parties and persons hereinafter claiming any title to lands and premises within the above-described property, but may be amended, modified or changed at any time by an instrument in writing duly recorded and executed by the owners of seventy percent (70%) of the platted lots in the above-described property, plus the unanimous consent of the ACC.
41. Should any person, firm or corporation violate or attempt to violate any of the restrictions herein contained, it shall be lawful for any person or persons owning any of the above-described property or The Moors Investment Group, a Michigan limited partnership, so long as it has an ownership interest in a certain golf course bordering the plat or to any person or group to whom it specifically assigns its rights, to prosecute any proceedings at law and equity against such violator or attempted violator to enjoin such violation and/or recover damages for same.

42. Invalidation of any one of these covenants and restrictions by Judgment or Court Order shall in no way affect any of the other provisions herein and they shall remain in full force and effect.
43. The Company saves and reserves to itself, its successors and assigns, forever, all minerals, oil and gas (but not including sand, clay, or gravel) within or under the surface of the land herein conveyed with full and free liberty and power to the said Company, and to its successors and assigns, lessees, agents and workmen and all other persons by its or their authority or permission, whether already given or hereafter to be given at any time, and from time to time to take away the said oil and gas and other minerals in the subsurface strata under lying said land; together with the right to remove the oil, gas or other nonmetallic minerals at any time hereafter; and that in exercising its rights under this paragraph, the Company shall at all times act in a reasonable manner and shall conduct itself in such a manner as to avoid interference with a lot owner's use of the surface of the property. Notwithstanding the above, the Company and its assigns shall neither drill, explore nor in the exercise of its rights pursuant to this paragraph, disturb the owners' use of the surface of the property.
44. It is hereby acknowledged that the Company is the Owner of adjoining land and has given valuable consideration for the rights it has acquired hereunder and these restrictions shall not be deemed to apply to other land owned by the Company in the area or adjacent to this plat.