

DRAFT
TURTLE ROCK ESTATES RESTRICTIVE COVENANTS

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the Lots constituting the Subdivision, Developer declares that all of the real property described above shall be held, sold and conveyed only subject to the following easements, covenants, conditions, and restrictions, all of which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof,

Developer adopts the following Restrictive Covenants:

I. Restrictions of Use of Lots

- 1.1 Each Lot shall be used as a residence for a single family and for no other purpose. No building shall be erected, maintained, or used on any Lot for manufacturing, commercial, industrial or business purposes and no noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance. Home occupations shall be permitted only if all activity is fully enclosed within the residence and that all occupation activities are fully in conformance with Turtle Township regulations and ordinances.
- 1.2 No Lot shall be subdivided so as to permit more than one dwelling to be erected or placed on any one Lot. This restriction, however, shall not prevent consolidating of Lots

- to permit erecting a dwelling on and extending over more than one Lot or to prevent the use of two or more adjacent Lots as one building site.
- 1.3 No farm animals, livestock, or poultry of any kind may be raised, bred, or kept on any lot after more than 60 % of the lots are sold. Dogs, cats and other household pets may be kept on Lots, so long as they are not kept, bred, or maintained for commercial purposes.
 - 1.4 No rubbish, trash, garbage, or other waste material shall be kept or permitted on any Lot or common area except in sanitary containers located in appropriate areas.
 - 1.5 No commercial vehicle, truck, trailer, mobile home, camper, van, snowmobile, recreational vehicle, boat or horse carrier, inoperable or junk vehicle, or other similar vehicle or accessories may be kept or stored on any Lot or on the surrounding premises of any Lot (except for contractor's vehicles during the period of construction) unless it is fully enclosed within the garage located on such Lot.
 - 1.6 No above-ground pool is permitted on any Lot.
 - 1.7 No sign or billboard, other than a temporary "For Sale" sign of not greater than 12 square feet in size, or a sign for a candidate for office, shall be erected or maintained on any Lot. A sign displaying the name of the architect and/or general contractor of a house may be erected during construction provided that the sign does not exceed 32 square feet and is removed immediately after completion of the house.
 - 1.8 No fence shall be constructed except between Lots or between a Lot and a property adjacent to the subdivision.
 - 1.9 ~~Nothing in this Declaration shall be understood or construed to prevent Developer, contractors or subcontractors of the Developer from doing, on any part or parts of the Subdivision owned or controlled by Developer, or on any common area, anything in conflict with this Declaration so long as it is temporary and in the opinion of the Developer, necessary, for~~

the sale of Lots, construction, and/or maintenance of the Subdivision, including signs advertising the Subdivision and Lots for sale.

1.10 All lawn areas are to be kept maintained and in good condition at all times.

1.11 Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. All telephone, electric and cable TV utilities shall be installed underground and no above-ground wiring of any kind shall be permitted in any portion of the Subdivision at any time.

1.12 All buildings must be completed within one year of the beginning of construction.

1.13 No building shall be located on any Lot nearer than 50 feet to the front Lot line and 30 feet to the back Lot line.

ARTICLE II-- IMPROVEMENTS

2.1 No dwelling shall be constructed less than 1800 square feet on the first floor, excluding garages, porches, patios, breezeways and basement.

2.2 No building shall be erected or maintained on any Lot unless it is a single-family dwelling with a minimum of a two car attached garage, and used as a single-family dwelling. No more than one single family dwelling shall be maintained on one Lot at the same time.

2.3 A blacktop, brick or concrete driveway must be installed within seven months from the date of occupancy.

2.4 All lawns shall be seeded and/or sodded within 9 months of a dwelling ready for occupancy.

2.5 The visible area of the front façade, excluding windows, doors and roof, of all dwellings shall be constructed of a minimum of 25% stone or brick.

ARTICLE III—OWNER'S OBLIGATION TO
MAINTAIN AND REPAIR

Each owner shall, at his sole cost and expense, maintain and repair his residence, outbuildings, Lot, and landscaping keeping them in a condition comparable to the condition of same at the time of its initial condition or installation.