

## DOCKERY HILLS, WEST PROPERTY RESTRICTIONS

Randall W. Mann whose address is PO Box 941 Traverse City MI 49684, ("The Developer") being the owner of property located in Kalkaska Township, Kalkaska County, Michigan ( the "Development"), hereby makes the following declarations as to limitations, restrictions and uses to which all of the parcels in the development may be put.

The declarations contained herein are based on the following factual recitals.

- A. The property has been divided into parcels and identified 1-5 on certificate of survey by Eagle Land Surveying, dated 1/13/2022, File #2022-003, recorded at # 3161842 Kalkaska County Register of Deeds Office.
- B. Developers desire to impose certain building and use restrictions, covenants and conditions, as herein contained, upon and for the benefit of said parcels and the Development as a whole.
- C. All buyers and subsequent owners must accept such parcels subject to the declarations, covenants, restrictions and conditions set forth herein.

### **Section 1 Restrictions:**

The following covenants, conditions and restrictions hereby established are also subject to enforcement by local, state and federal ordinances for approved use. As such, the developer makes no warranty or guarantee for use beyond what is permitted and or allowed by law.

- 1.1 Dwellings must have a minimum of 1,200 square feet.
- 1.2 Component homes are permissible if they qualify for all other provisions herein.
- 1.3 No single wide mobile homes or sectional type mobile homes are permitted.
- 1.4 Outbuildings are permissible with a front set back from the Road Right-of-Way of at least 50 feet.
- 1.5 BOCA approved modular or manufactured homes are permitted.
- 1.6 Temporary Camping for recreational use may be allowed for a maximum duration of stay not to exceed one hundred and twenty (180) days per year on the following conditions:

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a) The structure shall not be permanently connected to a water supply, electrical supply, septic system, natural gas supply, nor permanently attached to a foundation.

b) No "grey water" or sewage shall be drained or dumped from the structure, except into such collection vehicles, or septic disposal systems approved by the grand traverse county Environmental Health Department.

c) RV Campers, motorhomes, or other recreational vehicles used for activities as herein described, may be allowed to remain or be stored on property.

d) All activities are lawful and comply with Kalkaska Township and County ordinances.

**1.7** Each parcel shall not have more than one single family dwelling, except for an auxiliary dwelling at no more than ½ the square footage of main residence not to exceed 1,000 sq. ft.

**1.8** No animals, livestock, or poultry of any kind shall be raised, bred or kept on the parcels for a commercial purpose. Horses, dogs, cats and other personal pets alike, are allowed on all parcels.

**1.9** Rubbish, trash, garbage, and other waste shall be kept only in sanitary containers, which shall be kept out of the view of the roadway. No storage of junk, household items, trash, abandoned vehicles etc. unless in an enclosed structure.

**1.10** No commercial timbering for profit or cutting trees other than for clearing of a building site, views, yards and or, for removal of overpopulated, fallen, dead or diseased trees is permitted.

**1.11** No noxious or offensive odors or excessive noise is permitted.

## **Section 2. Violation of Provision:**

**2.1** If any parcel owner shall construct or permit to be constructed an improvement on any parcel contrary to the provisions hereof, or if any parcel owner shall maintain any improvement or thing on any parcel contrary to the provisions hereof, the Developer or designated representative, not earlier than 15 days after it has delivered written notice to the parcel owner of a violation of one or more provisions thereof, may enter upon and alter, repair, or change any improvement or thing which may be upon the parcel in violation thereof so as to make such improvements or things conform to such provisions. Any such entry and abatement or removal shall not be deemed a trespass. The Developer may charge the violating property owner for the entire cost of the work done by or for it pursuant to the provisions of this section which shall become payable to the Developer upon demand or thereafter become a lien against the parcel owned by the violator, enforceable in accordance with the provisions of section 2.2 below.

**2.2** If any parcel owner shall fail to pay any amounts due under Section 2.1 above within 10 days after receipt of written demand by Developer or representative thereof, make demand for the amount due, together with interest thereon at the maximum legal rate, plus reasonable attorneys' fees necessary for collection, shall automatically become a continuing lien upon the parcel, as well as an enforceable personal obligation of the parcel owner. The Developer and its successors and assigns, may, upon the failure of a parcel owner to pay any statement tendered by the Developer, record notice of its claim of lien against any such parcel and thereafter

pursue an action to foreclose said lien in any manner now or in the future permitted by law or equity, including, but not limited to, obtain a personal judgment against the parcel owner.

**Section 3. Enforcement:**

**3.1** For a violation or breach of any of the provisions hereof, the Developer shall have the right to proceed or not proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach and to foreclose any lien granted hereunder. If the Developer shall fail or refuse to enforce any violation after request has been made by one or more parcel owners, such owners shall have the joint and several right to proceed in law or equity seeking a money judgment or to compel such compliance.

**3.2** The failure promptly to enforce any of the restrictions shall not bar their enforcement. The invalidation of any one or more of the restrictions by any court of competent jurisdiction in no way shall affect any of the other restrictions, but they shall remain in full force and effect.

**Section 4. Amendment**

The covenants and restrictions of this instrument shall run with the land and be binding on each parcel and owners thereof. These restrictions may not be amended or modified without written consent of the developer Randall W. Mann and or, a majority vote of owners. As such, the developer and owners hereby reserve the right in perpetuity to make any amendments, revisions or modifications as deemed appropriate to preserve or enhance the overall continuity and architectural design for the development.

Signed by:



Randall W. Mann

STATE OF CALIFORNIA )  
COUNTY OF San Diego ) SS

The foregoing instrument was acknowledged before me this 5 day of March 2022, by Randall W. Mann.

  
Notary Grace Thi Patrick

Drafted by: Randall W. Mann, whose address is PO Box 941, Traverse City, MI. 49684,  
Return to: Great Lakes Land Company, 6463 Valley Road, Rapid City, MI. 49676