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2020R-19779  
STATE OF MICHIGAN  
GRAND TRAVERSE COUNTY  
RECORDED 10/21/2020 09:15:38 AM  
PEGGY HAINES REGISTER OF DEEDS  
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## WOODLAND TRAILS PROPERTY RESTRICTIONS

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Randall W. Mann whose address is PO Box 941 Traverse City MI 49684 ("The Developer") being the owner of property located in Whitewater Township, Grand Traverse County, Michigan described on exhibit A hereto ( 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 1-21 on survey dated 9-10-2020 Recorded at 2020S-00120, Grand Traverse County Register of Deeds Office.
- B. Developer desires 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 1,300 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 shall not exceed 2400 square feet. Outbuildings must have a front set back from the Road Right-of-Way of at least 75 feet.

1.5 BOCA approved 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 (120) days per year on the following conditions:

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- a) Campers, motorhomes, or other recreational vehicles used for temporary use as herein described, 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) 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 Whitewater Zoning Ordinance XXXVII, section 37.10.A.3

**1.7** Each parcel shall not have more than one single family dwelling.

**1.8** Upon completion of construction for a home, each drive must be paved with concrete or asphalt from the private road into the property no less than 30' in length and 10' in width.

**1.9** 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.

**1.10** 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.

**1.11** 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.

**1.12** 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, 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:**

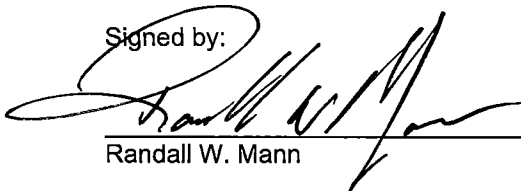
**3.1** For a violation or breach of any of the provisions hereof, the Developer shall have the right to proceed or not proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach and to foreclose any lien granted hereunder. If the Developer shall fail 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 MICHIGAN                    )  
  ) SS  
COUNTY OF GRAND TRAVERSE        )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of October 2020, by  
Randall W. Mann.

  
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Rosemarie Franco-Bell  
Kalkaska County Michigan Notary Republic  
Acting in the County of Grand Traverse, Mi.  
My Commission Expires: 5/13/2026

Drafted by and return to: Randall W. Mann, whose address is P.O. Box 941 Traverse City, Mi 49685