

Jennifer L. Wall Register of Deeds
STATE OF MICHIGAN St. Joseph County



RECORDED

June 21, 2011 10:52:30 AM

Liber 1617 Page 861-864 R02
FEE: \$23.00



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DECLARATION OF COVENANTS AND RESTRICTIONS - SUBDIVISION LATVIA

LATVIA OWNERS ASSOCIATION INC., a Michigan Corporation, being the designated representative of Subdivision Latvia hereby forms these Covenants and Restrictions this 21st day of JUNE, 2011, and they shall run with and bind the land hereinafter described and shall inure to the benefit of and be enforceable by the owner of any land subject thereto, their respective legal representatives, heirs, successors and assigns for a term of 30 years from the date. These Covenants and Restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the owners of lots has been recorded, agreeing to change these Covenants and Restrictions in whole or in part.

These Covenants and Restrictions succeed and replace Declaration of Covenants and Restrictions, dated September 25, 1967 on record with the Register of Deeds St. Joseph, County, Michigan.

A. LAND COVERED BY THIS DECLARATION OF COVENANTS AND RESTRICTIONS

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A. LAND COVERED BY THIS DECLARATION OF COVENANTS AND RESTRICTIONS

Lots 1 - 106, both inclusive, Latvia a subdivision situated in the east 1/2 of section 7, town 6 south, range 12 west, Fabius Township, St. Joseph county, Michigan.

Lots 107 - 167, both inclusive, Latvia a subdivision situated in the SW 1/4 of the SW 1/4 of section 5, town 6 south, range 12 west, Fabius Township, St. Joseph County, Michigan.

B. COVENANTS AND RESTRICTIONS APPLICABLE TO LOTS 1 - 167, BOTH INCLUSIVE

1. No lot or building site shall be used except for residential purposes provided, No building shall be erected, altered, placed or permitted to remain on any lot or building site other than one detached single family dwelling not to exceed two stories in height, a private garage for not more than three cars for the sole use of the owner or occupant of the lot upon which such single family dwelling and garage shall have been erected

A single story outbuilding, shed or storage area not exceeding 150 square feet floor area may be erected for the sole use of the owner or occupant of the lot. All outbuildings, sheds or storage areas in existence prior to the approval of this Declaration of Covenants and Restrictions shall be considered grandfathered as long as they are maintained in good useable condition.

Lots 79 - 92, both inclusive, shall be no more than one story in height, and subject further, to the additional Covenants and Restictions hereinafter set forth and imposed upon and against said lots or any portion thereof.

took same day

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The term "one story in height" is hereby defined to be one story or any part thereof above natural grade level, and the term "two stories in height" is hereby defined as two stories or any part thereof above the natural grade level.

2. The ground floor area of the main dwelling structure shall be not less than 1000 square feet for a one story dwelling, nor less than 1200 square feet for a one and one-half story dwelling, nor less than 1600 total square feet for a two story dwelling; provided, however, that within each dwelling structure there shall be a minimum floor area of 1000 square feet, exclusive of the area of basements, unfinished attics, attached garages, breezways, enclosed and unenclosed porches.
3. No dwelling shall be erected or placed on any lot or building site having a width of less than 28 feet at the minimum front building setback line, nor shall any dwelling be erected or placed on any lot or building site having an area of less than 7200 square feet; provided, however, that if any of the described lots shall be reduced in total area to less than 7200 square feet by the taking or purchase of a portion thereof for a public purpose, by a public agency, this provision shall not apply to prohibit the construction of a dwelling upon such lot as reduced in size; and provided further that not more than one dwelling house shall be erected on one lot, and no lot shall be divided into two or more lots.
4. No building shall be placed or located on any lot nearer than 40 feet to the front lot line or nearer than 40 feet to a side street lot line on corner lots, except upon approval of the appropriate agency of the Township of Fabius and provided, further, that where a corner lot shares a common rear yard with the lot immediately to the rear thereof, and a common side yard relationship with the block directly across the common separating street, a minimum side yard of 15 feet on the street side of such lot shall be permitted. Garage locations on interior and corner lots shall conform to the setback requirements for the main dwelling structure. Except as above and hereinafter set forth, all dwelling structures shall be located and erected upon the lot or building site as to provide a minimum side yard on one side thereof not less than five feet, and the combined total of the two side yards on such lot or building site shall be not less than 15 feet; provided, however, that in the case of a dwelling structure without an attached garage there shall be a minimum side yard of at least 10 feet on the drive side of the lot and a minimum side yard of at least five feet on the opposite side thereof; and provided, further, that with the approval of the appropriate agencies of the Township of Fabius, a dwelling structure with an attached garage may be located and erected upon the lot or building site as to provide a combined total for the two side yards on each such lot or building site of not less than 10 feet, with a minimum side yard of at least five feet on each side thereof.
5. The exterior walls of all dwelling structures and attached garages shall be constructed of brick, brick veneer, wood or stone or a combination thereof, provided, however, that the use of other building material such as aluminium, steel or composition siding, but not including stucco, on the rear or sides of houses and

attached garages, in gable ends, above the first floor, on bays or overhangs or above the window sills for trim, decorative or architectural design purposes, shall be permitted.

6. Easements are hereby specifically reserved to the undersigned, its successors and assigns, in, through and across a strip of land six feet in width along all rear lot lines, and in, through and across a strip of land four feet in width along all side lot lines, for the installation, where necessary, and maintenance of telephone and electric lines and conduits, sewers, gas lines and water mains, or for drainage purposes, or for the use of any other public utility service deemed necessary or advisable by the undersigned. The use of such easements, or part thereof, may be assigned by the undersigned at any time to any person, firm, corporation, governmental agency or municipal authority or department furnishing such public utility services. Within all of the forgoing easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may change the direction of flow in drainage channels in the easement or which may obstruct or retard the flow of water therein. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Except as may be otherwise provided herein, each owner shall maintain the surface area of easements within his property, and keep grass and weeds cut, and keep the area free of trash and debris and take such action as may be necessary to eliminate or minimize surface erosion.
7. All lots within subdivision Latvia shall have a lawn installed and shrubbery planted by the owner and/or occupant thereof within one year after the completion date of the dwelling structure located thereon.
8. No fence or walls shall be erected, placed or altered on any lot nearer to the front street than the front building setback line, or nearer to the side street on corner lots than the side building setback line, and provided further, that no fence more than 48 inches in height shall be constructed, except that solid fences or walls erected for the purpose of creating privacy for the occupant of a lot may be constructed to, but shall not exceed 72 inches in height, and may be located only along rear lot lines and side lot lines no closer than the rear of the building setback line on the street side in case of a corner lot.
9. Anything herein contained to the contrary notwithstanding, the undersigned, its successors and assigns, its or their agents, employees and sales representatives may use and occupy any lot or house built in subdivision Latvia as a sales office for the handling of sales of lots and/ or houses in said Subdivision until all of the lots and/or houses to be built on said lands shall have been sold.
10. No noxious or otherwise offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or

nuisance to the neighborhood.

11. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
12. No sign of any kind shall be displayed to the public view on any lot except two campaign signs of not more than four square feet, one sign of not more than five square feet advertising the property for sale or rent, or signs of any size used by the undersigned to advertise the sale of lots or houses in this Subdivision.
13. No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. All pets must be under owners control at all times, leash law applies. Owners are responsible for picking up their pet feces.
14. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Incinerators shall be of a type which minimize offensive odors when in use.
15. If the parties hereto or any of them or their heirs, successors or assigns shall violate or attempt to violate any of the Covenants contained herein, it shall be lawful for any person or persons owning any real property situated within subdivision Latvia to prosecute proceedings at law or in equity against the persons violating or attempting to violate any such Covenant and either to restrain violation or to recover damages or other dues for such violation.
16. Invalidation of any of these Covenants by judgement or court order shall in noway affect any of the other provisions which shall remain in full force and effect.

WITNESS:

SIGNED BY:

LATVIA OWNERS ASSOCIATION INC.
a Michigan corporation

DRAFTED BY:
ANDREJS ROZENTALS

By: Andzents
Andrejs Rozentals, President

A Rozentals
56763 Riga Dr
Three Rivers, MI 49093

By: Gaida Veidemanis
Gaida Veidemanis, Secretary

VIRGINIA E. TRATTLES
Notary Public, St. Joseph County, MI
My Commission Expires 06-16-14
ACTING IN ST. JOSEPH COUNTY

State of Michigan
County of St Joseph

The foregoing instrument was acknowledged before me this 21th day of June 2011
by Andrejs Rozentals & Gaida Veidemanis

Virginia E.attles