

DECLARATION OF RESTRICTIONS

ROSE LAND COMPANY, A Michigan Corporation, of Lansing, Michigan, being the owner of the following described land and having platted thereon a certain plat known and to be known as Fiesta Shores, hereby declares that said lands shall be and are hereby subjected to the restrictions, conditions, covenants and easements herein contained, which shall run with the land and be binding upon all present and subsequent owners of part or all of said land, their heirs, representatives and assigns.

Said lands are described as follows: (for description see Plat.)

The provisions rherein contained shall be enforceable by Rose Land Company or any person having an interest in any land in said subdivision.

1. No building shall be erected or maintained on any lot in Fiesta Shores other than a private residence and a private garage for the sole use of the owner of occupant, except lot 39.
2. Any garage erected or maintained must conform in appearance and construction to the residence on such lot.
3. No part of said premises shall be used for commercial or manufacturing purposes, except that lot 39 may be used for commercial purposes.
4. No residential building shall be erected or maintained on any lot in Fiesta Shores having a ground floor area of less than 400 square feet.
5. No building shall be erected or maintained on any lot in Fiesta Shores closer than 10 feet from front lot line, no closer than 5 feet from back or side lot lines.
6. No outside toilet or privy shall be erected or maintained in Fiesta Shores.
7. No animals or birds, other than household pets, shall be kept on any lot in Fiesta Shores.
8. Building exteriors must be of brick, frame or block construction; and wood exterior or block exterior must be painted.
9. Easements are reserved along and within 5 feet of the rear lines, front lines and side lines of all lots in the subdivision for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, telephones, water mains, sanitary and storm sewers, road drains, and any other public quasi-public utilities and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from across said premises to employees of said utilities. Said easement to also extend along any owner's side and rear property lines in case of fractional lots.

It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within the 5 ft. wide strip as long as such lines do not hinder the construction of buildings on any lots in the subdivision.

10. The placing of For Sale Signs on lots in Fiesta Shores shall be prohibited.
11. These conditions and restrictions shall be binding upon all owners of lots in Fiesta Shores, their heirs and assigns.
12. These restrictions shall not be binding on lot 165. Lot 165 shall not be used for commercial purposes.

Instrument properly signed and acknowledged in Ingham County, Michigan, before a Notary Public, in the presence of two witnesses.

BRANCH COUNTY ABSTRACT OFFICE