

SUBDIVISION PROTECTIVE COVENANTS

WHEREAS, the City of Norway, a Municipal Corporation of Dickinson County, Michigan, has caused a Plat of the City of Norway, County of Dickinson, State of Michigan, S1/2 / SW1/4 Section 5, T39 N, R22 W, entitled: NORWAY SPRING SUBDIVISION, to be recorded in the office of the Register of Deeds of Dickinson County, Michigan, and is about to sell the lots of said Plat to private owners for use as residential lots, and wishes to provide for an orderly development of said Plat, which orderly development can only be provided by the restriction of the use of said lots and certain building restriction, conditions, obligations reservations, rights, powers and charges as hereinafter set forth, and

WHEREAS, it is the intent and purpose of the aforesaid Plator, that all of the lots of said Plat be sold subject to the conditions, limitations and restrictions herein set forth, so that all future owners and their grantees thereafter, shall be bound by said limitations and restrictions and conditions.

NOW THEREFORE, the said City of Norway, Michigan, hereinafter referred to as the PLATTOR, hereby declares and covenants that all of the lots of the aforesaid NORWAY SPRING SUBDIVISION, shall be subject to all of the building restrictions, conditions, obligations, reservations, rights, powers and charges, as hereinafter set forth, which provision shall be for the benefit on the Plator and also for the subsequent owners of said lots, in order to make said Subdivision of the highest type and to maintain it in said condition. The building restrictions, conditions, obligations, reservations, rights, power and charges which shall apply to all of the lots aforesaid, in NORWAY SPRING SUBDIVISION shall be as follows:

1. No lot shall be used except for residential purposes. (R-1-A)
2. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed 2 1/2 stories in height and private three car garage.
3. No building other than new residences shall be erected upon said land and no dwelling shall be permitted on any lot having a cost or value, whichever is greater, of less than \$75,000.00, adjusted annually for inflation (in accordance with the Consumer Price Index), based upon cost levels prevailing on the date these covenants are recorded, it being the purpose and intention of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost or value stated herein.
4. No building shall be located on any lot nearer to the frontline, backline and shall have a minimum side yard as set forth in the then existing Zoning Ordinance. For the purpose of this covenant, eaves, steps and open porches will be considered as part of the building.
5. In the event that a single owner shall decide to build a single, dwelling on two lots, then the said two lots shall be considered as a single lot and the above restrictions as to front and rear and side setback lines, shall be applied as though the two lots were a single lot.
6. No structure of temporary character, trailer, basement, tent, shack, garage or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.
7. No sign of any kind shall be displayed to the public view on any lot except on professional sign of not more than one square foot one sign of not more than five square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction period.

8. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

9. No lot shall be used for the purpose of storing or warehousing any building materials, except when required in the course of the construction of the building on said lot, and no lot shall be kept for the storage for any materials of any kind which shall be unsightly for any period of time.

10. No noxious activity shall be carried upon any of the lots in said Plat, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

11. No owner of any land in this Plat shall convey, lease or otherwise transfer any interest in any portion of any lot less than the whole interest therein, excepting that an owner of land may convey a portion of the land to the owner of the lot next adjoining him. Provided, however, that the City Council must approve any division or "split" of any lot.

12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept, provided, they are not kept or maintained for any commercial purpose.

13. No fence, wall, hedge or other shrub planting which obstructs sight-lines at elevations between 2 feet and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of the driveway. No trees shall be permitted to remain within such distance of such intersections, unless the foliage line is maintained at sufficient height to prevent obstruction of such light-lines.

14. No fences shall be erected on any lots to a height greater than 8 feet, and shall not be constructed any closer than 1 foot to the property line. No fence shall be constructed even though conforming to such height and set back restrictions until approval has been given such fence by the City Manager of the City of Norway, after a disclosure of the type of material and type of construction to be used in the fence.

15. Easements for installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. No structures shall be placed on said easements or shall interfere with access, use and maintenance of said easement.

16. Within one year after the construction of any driveway leading to any garage on any lot said driveway shall be improved by concrete, asphalt or crushed gravel.

17. If any lot owner or any occupant, their heirs or assigns, shall violate or attempt to violate any of the covenants hereof, it shall be lawful for any other person or persons owning any real property situated in this Plat, and also it shall be lawful for the City of Norway, Michigan although said City may have sold all of the lots in said Plat, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and to prevent him or them from so doing or to recover damages for such violations. The Court may also order the removal of any structures or thing existing in violation of these covenants at the expense of the owner thereof.

18. These covenants shall run with the land and shall be binding on all parties and persons owning any interest in said land in said Plat for a period of 25 years from the date these covenants are recorded. After which time, said covenants will be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the owners of the lots of said Plat, agreeing to change said covenants in whole or in part, is filed with the Register of Deeds and the City Clerk.

19. All buildings shall be completed on the exterior within one year from the commencement of construction. Any building not so completed within one year from commencement of construction, shall be deemed a nuisance and may be abated by any action at law required for such action.

20. Any garage or other outbuilding permitted to be constructed on any lot, shall be constructed of the same exterior material as the dwelling on said lot, or some other suitable exterior material.

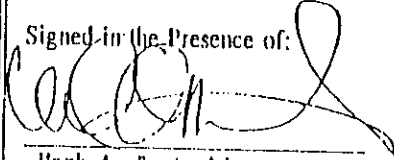
21. Invalidation of any one of these covenants by judgment or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

22. The terms of the Protective Covenant shall be incorporated by reference into each deed and made and delivered by the Plator for each lot in said Plat and shall be binding upon all the grantees named in said deeds and their respective heirs and assigns. The failure of any subsequent grantor to include reference to this covenant shall not relieve any subsequent purchaser from the restrictions herein contained.

IN WITNESS WHEREOF, the City of Norway, Michigan has hereunto caused its hand and seal to be affixed this 27 day of September, 1994.

This Conveyance is exempt for Michigan Real Estate Transfer Tax under Section 7.456 (5) (h), M.S.A.

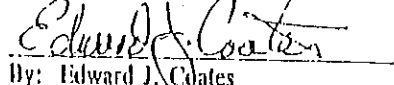
Signed in the Presence of:


Mark A. Bratschi

CITY OF NORWAY


By: Marvin Pollard
Its: Mayor


Paula J. Patrick



By: Edward J. Coates
Its: City Clerk

STATE OF MICHIGAN)

) ss.

COUNTY OF DICKINSON)

The foregoing instrument was acknowledged before me this 27th day of September, 1994, MARVIN POLLARD AND EDWARD J. COATES, Mayor and City Clerk, respectively, of the City of Norway, Michigan, a municipal corporation of the State of Michigan.


Joyce J. Blaha, Notary Public
Dickinson County, Michigan
My Commission Expires: July 27, 1998

THIS INSTRUMENT DRAFTED BY:
ATTORNEY B. JAY OLIVARES
711 Seventh Ave.
Norway, MI 49870
(906) 563-5600

AMENDMENTS TO
NORWAY SPRING SUBDIVISION
PROTECTIVE COVENANTS

WHEREAS, the City of Norway, a Municipal Corporation of Dickinson County, Michigan, has caused a Plat of the City of Norway, County of Dickinson, State of Michigan, S1/2 / SW1/4 Section 5, T39N, R29W. entitled: NORWAY SPRING SUBDIVISION, to be recorded in the office of the Register of Deeds of Dickinson County, Michigan and is about to sell the lots of said Plat to private owners for use as residential lots, and wishes to provide for an orderly development of said Plat, which orderly development can only be provided by the restriction of the use of said lots and certain building restriction, conditions, obligations reservations, rights, powers and charges as hereinafter set forth, and

NOW THEREFORE, the said City of Norway, Michigan, hereinafter referred to as the PLATTOR, hereby declares and covenants that all of the lots of the aforesaid NORWAY SPRING SUBDIVISION, shall be subject to all of the building restrictions, conditions, obligations, reservations, rights, powers and charges, as hereinafter set forth, which provision shall be for the benefit of the Plator and also for the subsequent owners of said lots, in order to make said Subdivision of the highest type and to maintain it in said condition. The building restrictions, conditions, obligations, reservations, rights, power and charges which shall apply to all of the lots aforesaid, in NORWAY SPRING SUBDIVISION shall be as follows:

1. No lot shall be used except for residential purposes (R-2 zoning).

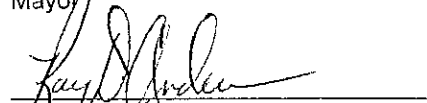
2. Of the Original Protective Covenants of the NORWAY SPRING SUBDIVISION recorded on Liber 310 at 962-964 Dickinson County Register of Deeds, is amended to provide as follows as it relates to all buildings in the NORWAY SPRING SUBDIVISION from and after the date hereof:

No building shall be erected, altered or placed on any lot except newly constructed residential housing or remodeled housing in accordance with then existing zoning laws and only after a permit is issued, which is less than 1,250 square feet of living area on the main floor with a minimum dwelling width of no less than 28-feet; multi-story home shall have a minimum main-floor living area of at least 1,000 square feet.

All other pre-existing provisions of the Protective Covenants of the NORWAY SPRING SUBDIVISION shall remain in effect.


George Bal
Mayor

Dated: September 8, 2005

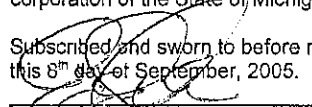

Ray Anderson
Clerk

(CityOfNorway)Ordinances;Norway Spring Subdivision;06.14.05

STATE OF MICHIGAN)
 ss)
DICKINSON COUNTY)

The foregoing instrument was acknowledged before me this 8th day of September, 2005, **GEORGE BAL and RAY ANDERSON**, Mayor and City Clerk, respectively, of the City of Norway, Michigan, a municipal corporation of the State of Michigan, by authority.

Subscribed and sworn to before me
this 8th day of September, 2005.



E. Jay Olivares
Notary Public, State of Michigan, County of Dickinson
My Commission Expires: 12/26/05
Acting in the County of Dickinson

(CityOfNorway)Ordinances;Norway Spring Subdivision;06.14.05

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