



**WESTWIND ESTATES SUBDIVISION**  
**VACANT LOT PRICES**  
(As established by the City Council 4/24/2017)

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<b>Lot Number</b>	<b>Lot Size (Acres)</b>	<b>Original Asking Price + Sidewalk Special Assessment</b>	<b>New Asking Price</b>
Lot #27	0.671	\$ 26,900	\$ 11,512
Lot #28	0.958	28,400	16,437
Lot #30	0.726	27,900	16,610
Lot #34	0.390	25,900	12,250
Lot #37	0.358	25,900	12,250
Lot #39	0.475	25,900	16,611

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# WESTWIND ESTATES SUBDIVISION

## LOT SALE HISTORY

(DATA AS OF 04/24/2017)

Lot No.	Lot Size (Acres)	Original Lot Sales Price	Original Lot Sales Date	2017 Lot Assessed Value (50% TCV)	2017 House Assessed Value (50% TCV)	2017 Total Assessed Value (50% TCV)	2017 Total Taxable Value
<b>Phase 1</b>							
1**	0.375	City-Owned	Not for Sale	N/A	N/A	N/A	N/A
2+N ½ 3	0.489	\$ 20,000	05/14/1998	\$ 12,250	\$ 88,420	\$ 100,700	\$ 96,445
4+S ½ 3	0.595	24,000	01/03/2003	12,250	116,150	128,400	122,434
5	0.535	?	Built 1994	12,250	86,800	97,400	93,464
6	0.539	19,464	04/16/1997	12,250	73,550	85,800	82,359
7+8	0.880	30,000	11/17/2004	28,302	112,898	141,200	136,545
9+E25' 10	0.874	18,615	09/24/1997	15,250	68,150	83,400	80,508
10 Ex E25'+ 11 Ex W25'	0.968	32,000	07/30/2004	12,250	79,450	81,700	78,451
12+W25' 11	0.994	19,500	05/07/2002	15,250	87,350	102,600	94,799
13	0.431	19,500	12/03/1999	12,000	64,000	76,000	73,413
14	0.458	15,800	08/18/1998	12,250	85,750	98,000	93,914
15	0.424	?	Built 1994	12,250	70,050	82,300	79,172
16+17+ S ½ 18	0.731	40,000	01/22/2004	20,720	149,780	170,500	163,962
19+N ½ 18	0.540	24,000	06/01/2001	15,600	145,600	161,200	112,694
20****	0.355	17,010	07/24/1996	13,292	70,208	83,500	80,303
21	0.336	22,500	02/03/1997	15,840	107,060	122,900	106,208
22	0.440	17,765	04/22/1997	12,250	59,950	70,300	69,655
23	0.304	19,500	10/28/2002	12,250	58,050	71,500	67,052
24***	0.304	18,000	07/29/1998	12,250	0	12,300	9,505
25	0.317	?	Built 1996	12,250	57,850	70,100	67,553
26	0.616	19,465	05/06/1998	14,089	64,711	78,800	75,841
<b>Phase 2</b>							
27*	0.671	11,512	<b>For Sale</b>	11,512	N/A	11,512	N/A
28*	0.958	16,437	<b>For Sale</b>	16,437	N/A	16,437	N/A
29	0.676	25,000	06/05/2003	12,250	74,150	86,400	83,079
30*	0.726	16,610	<b>For Sale</b>	16,610	N/A	16,610	N/A
<b>Phase 3</b>							
31	0.535	22,800	04/05/2004	10,105	74,095	84,200	79,127
32	0.411	25,900	05/15/2002	12,250	71,750	84,000	84,000
33	0.378	12,000	04/05/2017	12,250	N/A	12,300	12,300
34*	0.390	12,250	<b>For Sale</b>	12,250	N/A	12,250	N/A
35	0.443	24,500	10/05/2001	12,250	65,850	78,100	75,059
Unplatted	0.441	24,000	04/17/2001	9,920	102,180	112,100	112,100
36	0.358	12,000	03/21/2017	12,250	N/A	12,300	12,300
37*	0.358	12,250	<b>For Sale</b>	12,250	N/A	12,250	N/A
38	0.358	22,100	11/26/2003	10,750	64,550	75,300	72,385
39*	0.475	16,611	<b>For Sale</b>	16,272	N/A	16,272	N/A
<b>Averages</b>	<b>0.558</b>	<b>\$ 21,817</b>	<b>N/A</b>	<b>\$ 13,512</b>	<b>\$ 83,934</b>	<b>\$ 97,056</b>	<b>\$ 91,221</b>

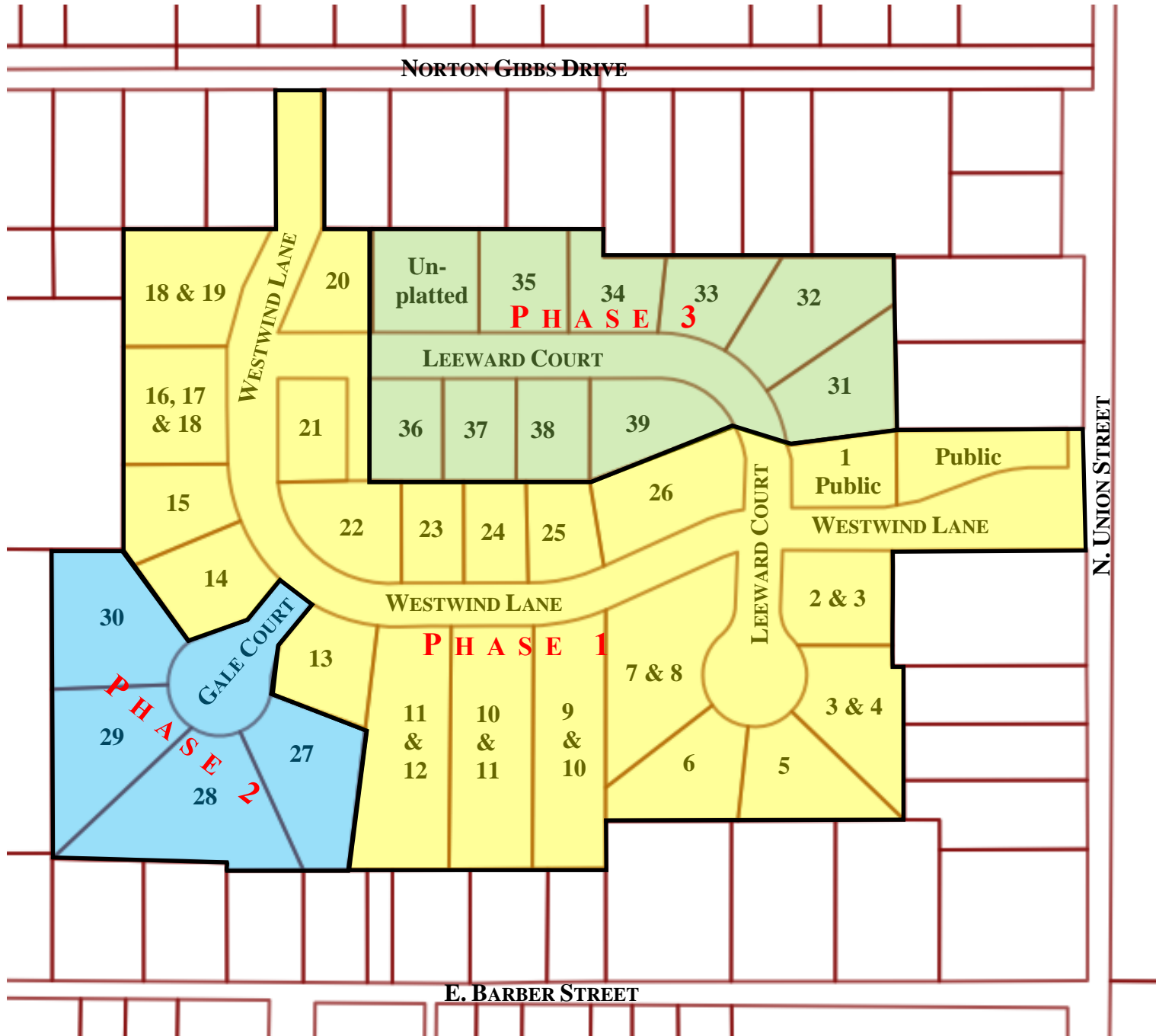
\* = **Buildable** lot still for sale. Owned by City. Sale prices re-established @ 10/18/2016 CC Mtg. @ 50% of 2016 Assessed Value. Values not included in price/value column averages.

\*\* = **Non-buildable** lot per subdivision covenants. Owned by City; not for sale. Values not included in price/value column averages.

\*\*\* = Lot sold to private party in 1998. No home built on vacant lot. "House AV", "Total AV" & "Total Taxable Value" not included in column averages.

\*\*\*\* = Sold by original developer (T.A. Forsberg, Inc., Okemos) to lot owner. Values not included in price/value column averages.

**WESTWIND ESTATES SUBDIVISION  
PHASES 1, 2 AND 3**



## DECLARATION OF COVENANTS AND RESTRICTIONS

### WESTWIND ESTATES SUBDIVISION

THIS DECLARATION, made this 15<sup>th</sup> day of July 1994 by T.A. Forsberg, Inc. a Michigan Corporation of 2360 Jolly Oak Road, Okemos, MI 48864, is hereinafter called "Developer", City of Ithaca, A Municipal Corporation located at 129 W. Emerson Street, Ithaca, MI 48847, is hereinafter called "City", George H. and Suzanne L. Bailey, Husband and wife, 624 Leeward Court, Ithaca, MI 48847, and Robert and Sheila Bennett, Husband and wife, 721 Westwind Lane, Ithaca, MI 48847, as their interest may appear.

#### WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community; and

WHEREAS, City of the owner of the infrastructure improvements necessary to develop the real property described in Article II of this Declaration and as such has developed a special assessment district to secure repayment of said costs; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and, to this end, desires to subject the real property described in Article II to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and restrictions") hereinafter set forth.

#### ARTICLE II

##### DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

"The Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of the properties.

"Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the properties.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or the land contract purchaser of any lot situated upon the properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

## ARTICLE II

Property Subject to this Declaration

### EXISTING PROPERTY

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is described as:

A PART OF THE SOUTH ½ OF THE NORTHWEST ¼ OF SECTION 31, T11N, R2W, CITY OF ITHACA, GRATIOT COUNTY, MICHIGAN, DESCRIBED AS BEGINNING ON THE NORTH-SOUTH ¼ LINE AT A POINT S 00 DEG. 10'06" E 1847.83 FEET FROM THE NORTH ¼ CORNER OF SECTION 31; THENCE S 00 DEG. 10'06" E 179.00 FEET ALONG THE NORTH-SOUTH ¼ LINE; THENCE S 89 DEG. 43'13" W 280.00 FEET; THENCE S 00 DEG. 10'06" E 166.18 FEET; THENCE N 89 DEG. 43'12" E 16.00 FEET; THENCE S 00 DEG. 10'06" E 221.74 FEET; THENCE S 89 DEG. 43'12" W 430.49 FEET; THENCE S 00 DEG. 10'06" E 68.00 FEET; THENCE S 89 DEG. 43'12" W 371.00 FEET; THENCE N 06 DEG. 49'27" E 205.03 FEET; THENCE N 68 DEG. 59'23" W 145.82 FEET; THENCE NORTHERLY 23.21 FEET ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT WHERE CHORD BEARS N 00 DEG. 45'03" E 23.12 FEET AND WHOSE DELTA ANGLE IS 17 DEG. 43'52"; THENCE NORTHEASTERLY 48.65 FEET ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS N 15 DEG. 06'51" E 47.33 FEET AND WHOSE DELTA ANGLE IS 46 DEG. 27'28"; THENCE N 38 DEG. 20'35" E 76.14 FEET; THENCE NORTHWESTERLY 66.20 FEET ALONG THE ARC OF A 248.00 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS N 52 DEG. 05'10" W 66.00 FEET AND WHOSE DELTA ANGLE IS 15 DEG. 17'38"; THENCE S 38 DEG. 20'35" W 75.65 FEET; THENCE SOUTHWESTERLY 48.65 FEET ALONG THE ARC OF A 60 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS S 61 DEG. 34'19" W 47.33 FEET AND WHOSE DELTA ANGLE IS 46 DEG. 27'28"; THENCE SOUTHWESTERLY 39.90 FEET ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS S 69 DEG. 33'36" W 39.43 FEET AND WHOSE DELTA ANGLE IS 30 DEG. 28'55"; THENCE N 35 DEG. 40'52" W 163.35 FEET; THENCE N 00 DEG. 04'38" W 462.91 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF THE PLAT OF BECKER SUBDIVISION NO. 1, AS RECORDED IN LIBER 1 OF PLATS, PAGE 189, GRATIOT COUNTY RECORDS; THENCE N 89 DEG. 45'03" E 219.82 FEET; THENCE N 00 DEG. 00'44" W 199.39 TO THE SOUTH LINE OF GIBBS STREET AS SHOWN ON THE PLAT OF BRILHART SUBDIVISION NO. 1, AS RECORDED IN LIBER 1, PAGE 188, OF GRATIOT COUNTY RECORDS; THENCE N 89 DEG. 43'13" E 66.00 FEET ALONG SAID SOUTH LINE; THENCE S 00 DEG. 00'44" E 199.39 FEET; THENCE N 89 DEG. 43'13" E 68.82 FEET; THENCE S 00 DEG. 10'06" E 150.00 FEET; THENCE S 30 DEG. 51'20" W 77.11 FEET; THENCE S 00 DEG. 28'58" E 147.14 FEET; THENCE N 89 DEG. 43'13" E 350.00 FEET; THENCE N 69 DEG. 32'49" E 223.19 FEET; THENCE S 71 DEG. 54'57" E 78.43 FEET; THENCE N 82 DEG. 46'40" E 159.79 FEET; THENCE N 89 DEG. 43'13" E 280.00 FEET TO THE POINT OF BEGINNING CONTAINING 15.97 ACRES OF LAND, AND CONTAINING 26 LOTS NUMBERED 1 THROUGH 26 INCLUSIVE AND WESTWIND PARK (PUBLIC).

## ARTICLE III

### RESTRICTIVE COVENANTS

#### SECTION 1. LAND USE AND BUILDING TYPE.

All lots within the subdivision are restricted to residential use. Further, any building that is erected, altered, placed or permitted to remain shall be one detached single-family dwelling or new construction not to exceed two and one-half stories in height and a private attached garage for not more than four cars or less than two cars.

However, model homes or homes with displays and sales activities may be maintained by the builder, developer or real estate broker as long as they are well maintained and they are not a nuisance to the general neighborhood. Also "Home Occupation" is permitted as defined by the City of Ithaca Zoning Ordinance at the time of such use.

## **SECTION 2. ARCHITECTURAL CONTROL**

The Developer in conjunction with City reserves the right to review all construction projects within the subdivision. The following are considered permitted uses with the approval of the City and Developer: buildings or any other structure on any Lot or subdivision property. All plans must be submitted in writing to the City and will be approved in writing by the City as to the harmony of external design, location in relationship to surrounding structures.

In addition to the foregoing, the following requirements shall be met and the following improvements shall be made with regard to that portion of the property upon which any dwelling will be constructed.

- A. The setback from the front line to the front of the house shall be at least thirty (30) feet unless this requirement is waived by the City of Ithaca;
- B. The setback from the rear lot line to the rear of the house shall be at least forty (40) feet unless this requirement is waived by the City of Ithaca;
- C. The side yards shall be at least ten (10) feet unless this requirement is waived by the City of Ithaca;
- D. Any trees being planted must be a minimum of fifteen (15) feet behind the curb; and
- E. Five (5) foot sidewalks shall be constructed and installed between any dwelling and any street located in the City of Ithaca with twelve (12) feet to be between the sidewalk and the curb.

## **SECTION 3. FENCES.**

Fences, walls, and hedges may be constructed or grown on any Lot in the subdivision, under the following guidelines:

- A. Fences required by law or ordinances may be constructed around a swimming pool and shall be constructed of materials and in a manner that is not unsightly from neighboring Lots (see Item "C").
- B. Fences must be of wood construction or approved metal wrought iron.
- C. Fences, walls, and hedges, shall be of open construction not more than five (5) feet in height and shall not extend in front of the rear dwelling line.

## **SECTION 4. BUILDINGS**

Dwelling foundations are limited to an exposure height of two (2) feet. Further, all elevations are to be approved by the developer.

## **SECTION 5. DRIVEWAYS**

All driveways must be made of paving brick or concrete materials. The City will not approve a site plan with an asphalt or gravel driveway.

## **SECTION 6. PARKING AREAS**

Outside parking areas may be permitted with the approval of the City.

## **SECTION 7. BUILDING SIZE**

Any one story residential building shall have no less than 1400 sq. ft. of livable first floor area and shall have an attached 2 car (or more) garage.

Any 2 story residential building shall have no less than 950 sq. ft. of livable first floor area and minimum 1700 total sq. ft. floor area on first and second floor. (Finished basements shall never be included in square footage requirements) and shall have an attached 2 car (or more) garage.

Any one and one-half story residential building shall have no less than 1200 sq. ft. of livable first floor area and shall have no less than 1600 sq. ft. total living area on first and second levels and shall have an attached 2 car (or more) garage.

Any split level residential building shall have no less than 1700 sq. ft. of livable floor space and shall have an attached 2 car (or more) garage.

Any residence shall be constructed in accordance with the requirements of the Michigan State Housing Code.

The term "Livable Floor Space, or Area" shall include all the area enclosed by, and including, the exterior walls of the dwelling, but shall not include any space or area in basements, garages, breezeways, carports, porches, and terraces. "Livable Floor Space or Area" is defined as living area with finished walls and ceilings and approved floor finish.

## **SECTION 8. EXTERNAL ENERGY SYSTEMS, SATELLITE DISHES OR ANTENNAS.**

Solar collectors and satellite dishes or any other device or equipment erected either on the exterior of a dwelling or detached therefrom and designed for the production shall be permitted upon review and approval of the Developer.

## **SECTION 9. GARAGES**

Any dwelling built on any Lot shall have at least a 2 car garage attached to, connected with, or built as part of the dwelling, with interior walls finished. Area will be a minimum of 400 sq. ft.

## **SECTION 10. TEMPORARY STRUCTURES**

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out buildings shall be erected or maintained on any Lot at any time as a residence or for storage whether temporarily or permanently.

## **SECTION 11. EASEMENTS FOR DRAINAGE AND SIGNS**

The display of any sign in public view on any Lot is prohibited except one sign of not more than six (6) sq. ft. advertising the property for sale or rent, or signs used by builder to advertise the property during construction and sales period.

Easements for installation and maintenance of drainage facilities, structures, and grades are reserved over eight (8) feet of the side and rear of each lot. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may obstruct or retard the flow of water through the drainage channels in the easements. The easement area of each Lot and all improvements shall be maintained continuously by the Owner and the Lot.

The Developer covenants that it will endeavor to provide drainage channels within said easements, but it is expressly recognized that water flow obstruction may result by reason of grade on any particular Lot in the subdivision. In the event that obstruction of water flow does result, Developer shall be permitted, but not required, to take such action to correct the obstruction upon any Lot, whether such obstruction occurs on that Lot or on any other lot within the property.

Further, attendant to said easement for said drainage purposes, rights of ingress and egress are reserved to the Developer for the purpose of installation of drainage channels in the easement for correction of flow obstruction.

## **SECTION 12. SIGHT DISTANCE AT INTERSECTIONS**

No fence, wall hedge, shrub, or planting which obstructs sightline at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street lines, or in case of a rounded property corner, from the intersection of the street property lines extended. The same sightline limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

## **SECTION 13. YARD AND LAWN PLANTING**

Each lot, including the area between front lot line and the curb, shall be seeded or sodded or landscaped in a neat, orderly and aesthetically pleasant manner within one (1) year from the start of construction.

## **SECTION 14. EXTERIOR STORAGE**

Outdoor storage shall be limited to temporary on-site storage of recreational vehicles whose title is held by the Lot owner "Storage" is considered anything over forty-eight (48) hours in any one week. "Temporary" is defined as not exceeding 20 days in any given 30 day period. No carport shall be erected or maintained on any Lot. Garden sheds or outbuildings will be permitted with the following restrictions: minimum area 10' x 12', frame construction on a cement slab, shingled roof and keeping with the aesthetics of the primary structure. Exterior storage is limited to the rear yard of any Lot and must be located on a cement slab.

## **SECTION 15. RESTORATION**

Any dwelling on any lot in the Plat which may be damaged or destroyed by fire, windstorm or from any other cause, shall be repaired, rebuilt or torn down and all debris removed and the lot restored to a slightly condition with reasonable promptness. Developer may enter on any premises where an excavation or foundation to be filled or



removed, or such uncompleted house has been left without substantial and continuing building progress for more that three (3) months and cause such excavation or foundation to be filled or removed, or such uncompleted house to be demolished, the expense thereof shall be immediately due and payable to Developer by the lot owner and shall become a lien on the property, and may be foreclosed by the Developer as in the case of the foreclosure of a mortgage under Michigan statutes.

## **SECTION 16. LOT CONDITION AND MAINTENANCE**

The Owner of any improved Lot shall at all times keep and maintain the same in an orderly manner causing grass and other growth to be regularly cut, prevent accumulations of rubbish and debris, and in general maintain the Lot in a sightly condition. Should the Owner refuse or neglect to maintain any Lot in an orderly manner as herein provided after notice in writing is given him by the City of violation of the requirements herein contained, the premises may be placed in an orderly manner and the Owner shall be required to pay the cost thereof, and shall be a continuing lien assessment, together with such interest thereon, and cost of collection thereof, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

## **SECTION 17. NUISANCES**

The following shall not be permitted within the plat:

- A. The keeping of livestock or poultry.
- B. Outdoor tanks for storage of fuel.
- C. Outdoor receptacles for ashes, garbage, or refuse.
- D. On-site exploration or drilling of oil or gas.
- E. On-site exploration or removal of sand, gravel or other subsurface minerals.
- F. Vegetable gardens in the front or side yards.
- G. No swimming or wading pool with a water surface of more that 50 square feet shall be erected on any lot unless the proposed water level is below the average elevation of the ground around the pool.
- H. Basketball backboards attached to the primary structure including the garage.
- I. Closelines in front or side yards.

## **ARTICLE IV**

### **General Provisions**

#### **SECTION 1. DURATION**

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 25 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two thirds (2/3) of the Lots has been recorded agreeing to change. Said advance of the effective date of such change, and only if written ninety (90) days in advance of any action taken. However, changes can be made in these covenants at any time upon the recording of an instrument, signed by the then Owners of eighty (80) percent of the Lots (with a minimum of three homeowners), agreeing to said changes.

## **SECTION 2. NOTICES**

Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as Owner on the records of the Developer at the time of such mailing.

## **SECTION 3. ENFORCEMENT**

Enforcement of these covenants and restrictions shall be any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Developer to enforce any lien created by these covenants and failure by the Developer to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

## **SECTION 4. SEVERABILITY**

Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way effect any other provision which shall remain in full force and effect.

'94 JUL 20 PM 2:01

DECLARATION OF COVENANTS AND RESTRICTIONS  
WESTWIND ESTATES SUBDIVISION

*Janet M. Davis*  
REGISTER OF DEEDS

THIS DECLARATION, made this 15th day of July 1994 by T.A. Forsberg, Inc. a Michigan Corporation of 2360 Jolly Oak Road, Okemos, MI 48864, is hereinafter called "Developer", and George H. and Suzanne L. Bailey, Husband and wife, 624 Leeward Court, Ithaca, MI 48847, as their interest may appear.

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and, to this end, desires to subject the real property described in Article II to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

"The Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of the properties.

"Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the properties.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or the land contract purchaser of any lot situated upon the properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

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25/23 TA FORSBERG INC  
ATTN ROGER DEAN  
2360 JOLLY OAK RD PO BOX 439  
OKEMOS, MI 48865

## ARTICLE II

## PROPERTY SUBJECT TO THIS DECLARATION

## EXISTING PROPERTY

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is described as:

A PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, T11N, R2W, CITY OF ITHACA, GRATIOT COUNTY, MICHIGAN, DESCRIBED AS BEGINNING ON THE NORTH-SOUTH 1/4 LINE AT A POINT S 00 DEG. 10' 06" E 1847.83 FEET FROM THE NORTH 1/4 CORNER OF SECTION 31; THENCE S 00 DEG. 10' 06" E 179.00 FEET ALONG THE NORTH-SOUTH 1/4 LINE; THENCE S 89 DEG. 43' 13" W 280.00 FEET; THENCE S 00 DEG. 10' 06" E 166.18 FEET; THENCE N 89 DEG. 43' 12" E 16.00 FEET; THENCE S 00 DEG. 10' 06" E 221.74 FEET; THENCE S 89 DEG. 43' 12" W 430.49 FEET; THENCE S 00 DEG. 10' 06" E 68.00 FEET; THENCE S 89 DEG. 43' 12" W 371.00 FEET; THENCE N 06 DEG. 49' 27" E 205.03 FEET; THENCE N 68 DEG. 59' 23" W 145.82 FEET; THENCE NORTHERLY 23.21 FEET ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT WHERE CHORD BEARS N 00 DEG. 45' 03" E 23.12 FEET AND WHOSE DELTA ANGLE IS 17 DEG. 43' 52"; THENCE NORTHEASTERLY 48.65 FEET ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS N 15 DEG. 06' 51" E 47.33 FEET AND WHOSE DELTA ANGLE IS 46 DEG. 27' 28"; THENCE N 38 DEG. 20' 35" E 76.14 FEET; THENCE NORTHWESTERLY 66.20 FEET ALONG THE ARC OF A 248.00 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS N 52 DEG. 05' 10" W 66.00 FEET AND WHOSE DELTA ANGLE IS 15 DEG. 17' 38"; THENCE S 38 DEG. 20' 35" W 75.65 FEET; THENCE SOUTHWESTERLY 48.65 FEET ALONG THE ARC OF A 60 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS S 61 DEG. 34' 19" W 47.33 FEET AND WHOSE DELTA ANGLE IS 46 DEG. 27' 28"; THENCE SOUTHWESTERLY 39.90 FEET ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS S 69 DEG. 33' 36" W 39.43 FEET AND WHOSE DELTA ANGLE IS 30 DEG. 28' 55"; THENCE N 35 DEG. 40' 52" W 163.35 FEET; THENCE N 00 DEG. 04' 38" W 462.91 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF THE PLAT OF BECKER SUBDIVISION NO. 1, AS RECORDED IN LIBER 1 OF PLATS, PAGE 189, GRATIOT COUNTY RECORDS; THENCE N 89 DEG. 45' 03" E 219.82 FEET; THENCE N 00 DEG. 00' 44" W 199.39 TO THE SOUTH LINE OF GIBBS STREET AS SHOWN ON THE PLAT OF BRILHART SUBDIVISION NO 1, AS RECORDED IN LIBER 1, PAGE 188, OF GRATIOT COUNTY RECORDS; THENCE N 89 DEG. 43' 13" E 66.00 FEET ALONG SAID SOUTH LINE; THENCE S 00 DEG. 00' 44" E 199.39 FEET; THENCE N 89 DEG. 43' 13" E 68.82 FEET; THENCE S 00 DEG. 10' 06" E 150.00 FEET; THENCE S 30 DEG. 51' 20" W 77.11 FEET; THENCE S 00 DEG. 28' 58" E 147.14 FEET; THENCE N 89 DEG. 43' 13" E 350.00 FEET; THENCE N 69 DEG. 32' 49" E 223.19 FEET; THENCE S 71 DEG. 54' 57" E 78.43 FEET; THENCE N 82 DEG. 46' 40" E 159.79 FEET; THENCE N 89 DEG. 43' 13" E 280.00 FEET TO THE POINT OF BEGINNING CONTAINING 15.97 ACRES OF LAND, AND CONTAINING 26 LOTS NUMBERED 1 THROUGH 26 INCLUSIVE AND WESTWIND PARK (PUBLIC).

## ARTICLE III

## RESTRICTIVE COVENANTS

## SECTION 1. LAND USE AND BUILDING TYPE.

No Lot shall be used except for residential purposes. However, model homes or homes with displays and sales activities may be maintained by the builder, developer or real estate broker as long as they are well maintained and they are not a nuisance to the general neighborhood. Also "Home Occupation" is permitted as defined by the City of Ithaca Zoning Ordinance at the time of such use. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling of new construction not to exceed two and one-half stories in height and a private attached garage for not more than four cars or less than two cars.

## SECTION 2. ARCHITECTURAL CONTROL.

No building, fence, wall, basketball backboard, or other structure shall be commenced, erected, placed or altered on any Lot or upon the properties, nor shall any exterior additions to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted, in writing, to and approved in writing by the developer as to the harmony of external design, location in relationship to surrounding structures and topography, and finish grade elevations and quality of workmanship and materials.

In addition to the foregoing, the following requirements shall be met and the following improvements shall be made with regard to that portion of the property upon which any dwelling will be constructed:

- A. The setback from the front lot line to the front of the house shall be a least thirty (30) feet unless this requirement is waived by the City of Ithaca;
- B. The setback from the rear lot line to the rear of the house shall be at least forty (40) feet unless this requirement is waived by the City of Ithaca;
- C. The side yards shall be at least ten (10) feet unless this requirement is waived by the City of Ithaca;
- D. Any trees being planted must be a minimum of fifteen (15) feet behind the curb; and
- E. Five (5) foot sidewalks shall be constructed and installed between any dwelling and any street located in the City of Ithaca with twelve (12) feet to be between the sidewalk and the curb.

**SECTION 3. FENCES.**

No fence, wall or hedge is to be constructed or grown on any Lot in the subdivision, except as follows:

- A. Fences or hedges of a decorative nature must be a minimum 10' from any side or rear lot line that is shared by another Lot in the Westwind Estates Subdivision, including future Phases.
- B. Fences required by law or ordinances may be constructed around a swimming pool and shall be constructed of materials and in a manner that is not unsightly from neighboring Lots (See Item "C").
- C. Fences must be of wood construction or approved metal wrought iron and must be approved in writing by the Grantor herein, its designated representatives or by a committee, to be selected by the Grantor, or three members who shall be owners of record of at least one lot in this subdivision.
- D. Fences, walls and hedges, shall be of open construction not more than five (5) feet in height and shall not extend in front of the rear dwelling line.

**SECTION 4. BUILDINGS.**

No dwellings shall have excessively exposed foundation area. (maximum 2' in height). All elevations to be approved by the developer.

**SECTION 5. DRIVEWAYS.**

No lot shall be used for residential purposes unless the driveway leading from the hard surfaced street to the garage shall be made of paving brick or concrete materials. No asphalt or gravel driveways shall be approved!

**SECTION 6. PARKING AREAS.**

Outside parking areas shall be permitted only upon the approval of the developer

**SECTION 7. BUILDING SIZE.**

Any one story residential building shall have no less than 1400 sq. ft. of liveable first floor area and shall have an attached 2 car (or more) garage.

Any 2 story residential building shall have no less than 950 sq. ft. of liveable first floor area and minimum 1700 total sq. ft. floor area on first and second floor. (Finished basements shall never be included in square footage requirements) and shall have an attached 2 car (or more) garage.

Any one and one-half story residential building shall have no less than 1200 sq. ft. of livable first floor area and shall have

no less than 1600 sq. ft. total living area on first and second levels and shall have an attached 2 car (or more) garage.

Any split level residential building shall have no less than 1700 sq. ft. of liveable floor space and shall have an attached 2 car (or more) garage.

Any bi-level style building shall have no less than 1850 sq. ft. of liveable floor space on both levels and shall have an attached 2 car (or more) garage.

Any residence shall be constructed in accordance with the requirements of the Michigan State Housing Code.

The term "Liveable Floor Space, or Area" shall include all the area enclosed by, and including, the exterior walls of the dwelling, but shall not include any space or area in basements, garages, breezeways, carports, porches and terraces. "Liveable Floor Space or Area" is defined as living area with finished walls and ceilings and approved floor finish.

#### **SECTION 8. EXTERNAL ENERGY SYSTEMS, SATELLITE DISHES OR ANTENNAS.**

Solar collectors and satellite dishes or any other device or equipment erected either on the exterior of a dwelling or detached therefrom and designed for the production of energy for heating or cooling or for any other purpose shall be permitted only upon approval of the developer.

#### **SECTION 9. GARAGES.**

Any dwelling built on any Lot shall have at least a 2 car garage attached to, connected with, or built as part of the dwelling, with interior walls finished. Automatic door openers shall be installed for all overhead garage doors, and a minimum of 400 sq. ft.

#### **SECTION 10. TEMPORARY STRUCTURES.**

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be erected or maintained on any Lot at any time as a resident or for storage whether temporarily or permanently.

#### **SECTION 11. EASEMENTS FOR DRAINAGE AND SIGNS.**

No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than six (6) sq. ft. advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Easements for installation and maintenance of drainage facilities, structures, and grades are reserved over eight (8)

feet of the side and rear of each lot. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may obstruct or retard the flow of water through the drainage channels in the easements. The easement area of each Lot and all improvements shall be maintained continuously by the Owner of the Lot.

Developer covenants that it will endeavor to provide drainage channels within said easements, but it is expressly recognized that water flow obstruction may result by reason of grade on any particular Lot in the subdivision. In the event that obstruction of water flow does result, Developer shall be permitted, but not required, to take such action to correct the obstruction upon any Lot, whether such obstruction occurs on that Lot or on any other lot within the property.

Further, attendant to said easement for said drainage purposes, rights of ingress and egress are reserved to the Developer for the purpose of installation of drainage channels in the easement for correction of flow obstruction.

#### **SECTION 12. SIGHT DISTANCE AT INTERSECTIONS.**

No fence, wall, hedge, shrub or planting which obstructs sightline at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street lines, or in case of a rounded property corner, from the intersection of the street property lines extended. The same sightline limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

#### **SECTION 13. YARD AND LAWN PLANTING.**

Each Lot, including the area between front lot line and the curb, shall be seeded or sodded or landscaped in a neat, orderly and aesthetically pleasant manner within one (1) year from the start of construction.

#### **SECTION 14. EXTERIOR STORAGE.**

There shall be no outdoor storage of a mobile home, motor home, house trailer, or other recreational vehicle or trailer, and the outdoor storage of boats, snowmobiles, utility trailers, camping trailers, or any other kind of trailer, is prohibited. No carport shall be erected or maintained on any Lot. No sheds or outbuildings including detached garages will be permitted on any lot. "Storage" is considered anything over forty-eight (48) hours in any one week.



**SECTION 15. RESTORATION.**

Any dwelling on any lot in the Plat which may be damaged or destroyed by fire, windstorm or from any other cause, shall be repaired, rebuilt or torn down and all debris removed and the lot restored to a sightly condition with reasonable promptness. Developer may enter on any premises where an excavation or foundation to be filled or removed, or such uncompleted house has been left without substantial and continuing building progress for more than three (3) months and cause such excavation or foundation to be filled or removed, or such uncompleted house to be demolished, the expense thereof shall be immediately due and payable to Developer by the lot owner and shall become a lien on the property, and may be foreclosed by the Developer as in the case of the foreclosure of a mortgage under Michigan statutes.

**SECTION 16. LOT CONDITION AND MAINTENANCE.**

The Owner of any improved Lot shall at all times keep and maintain the same in an orderly manner causing grass and other growth to be regularly cut, prevent accumulations of rubbish and debris, and in general maintain the Lot in a sightly condition. Should the Owner refuse or neglect to maintain any Lot in an orderly manner as herein provided after notice in writing is given him by the Developer of violation of the requirements herein contained, the premises may be placed in an orderly manner and the Owner shall be required to pay the cost thereof, and shall be a continuing lien assessment, together with such interest thereon, and cost of collection thereof, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

**SECTION 17. NUISANCES.**

The following shall not be permitted within the plat:

- A. The keeping of livestock or poultry
- B. Outdoor tanks for storage of fuel
- C. Outdoor receptacles for ashes, garbage or refuse
- D. On-site exploration or drilling of oil or gas
- E. On-site exploration or removal of sand, gravel or other subsurface minerals
- F. Outdoor clotheslines
- G. Vegetable gardens in the front or side yards
- H. Sheds, outbuildings or detached garages
- I. No swimming or wading pool with a water surface of more than 50 square feet shall be erected on any lot unless the proposed water level is below the average elevation of the ground around the pool. In ground pools shall be permitted only upon approval of the developer.

## ARTICLE IV

## GENERAL PROVISIONS

**SECTION 1. DURATION.**

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 25 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two (2/3) of the Lots has been recorded agreeing to change. Said covenant shall be effective only if made and recorded (1) year in advance of the effective date of such change, and only if written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken. However, changes can be made in these covenants at any time upon the recording of an instrument, signed by the then Owners of eighty (80) percent of the Lots, agreeing to said changes.

**SECTION 2. NOTICES.**

Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as Owner on the records of the Developer at the time of such mailing.

**SECTION 3. ENFORCEMENT.**

Enforcement of these covenants and restrictions shall be any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Developer to enforce any lien created by these covenants and failure by the Developer to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**SECTION 4. SEVERABILITY.**

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provision which shall remain in full force and effect.

In Witness Whereof, the parties hereto have caused this Declaration to be executed the date and date first above written.

In the presents:

T.A. Forsberg, Inc.  
a Michigan Corporation  
2360 Jolly Oak Road  
Okemos, MI 48864

*Thomas W. Maggisi*  
\_\_\_\_\_  
Thomas W. Maggisi

*Terry A. Forsberg*  
\_\_\_\_\_  
By: Terry A. Forsberg, President

*Margaret A. Hall*  
\_\_\_\_\_  
Margaret A. Hall

*George H. Bailey*  
\_\_\_\_\_  
By: George H. Bailey  
624 Leeward Court  
Ithaca, MI 48847

*Betty Hunnicutt*  
\_\_\_\_\_  
Betty Hunnicutt

*Suzanne L. Bailey*  
\_\_\_\_\_  
By: Suzanne L. Bailey  
624 Leeward Court  
Ithaca, MI 48847

STATE OF MICHIGAN )  
                          ) ss.  
COUNTY OF INGHAM )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of July, 1994 by Terry A. Forsberg, President, T.A. Forsberg Inc., and George H. Bailey and Suzanne L. Bailey

*Roger Dean*  
\_\_\_\_\_  
Roger Dean, Notary Public  
Ingham County, Michigan  
My Commission Expire 9/14/94

This instrument was drafted by:

Terry A. Forsberg  
P.O. Box 439  
Okemos, MI 48805