

# LAKE LORRAINE ESTATES

## AMENDED RESTRICTIVE COVENANTS

(Edited to minimize non-essential content)

September 30, 2003

WHEREAS, the Makers of these Amended Restrictions, dated this 30th day of September 2003 are as follows: A majority of the owners of the lots located in the subdivision known as "*Lake Lorraine Estates*", "*Lake Lorraine Estates First Addition*", "*Lake Lorraine Estates Second Addition*", "*Lake Lorraine Estates Third Addition*", "*Lake Lorraine Estates Fourth Addition*", "*Lake Lorraine Estates Fifth Addition*", "*Lake Lorraine Estates Seventh Addition*,"

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until June 1, 2015, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless changed in whole or part by vote of a majority of the then owners of the lots.

1. **Dwelling Size and Specifications:** Single story dwellings shall have no less than 1,800 square feet of living area. One and one half (1 1/2) to two (2) story and multilevel dwellings shall have no less than 1,400 square feet on its main level and a minimum of 700 square feet on the second level. All dwellings must have at least a two- (2) car garage.
2. **Building Lines:** No building, or any part thereof, shall be erected or placed on the premises:
  - a. Less than ten (10) feet from any line defining the limits of ownership of abutting property;
  - b. Less than twenty-five (25) feet from any road right-of-way providing access to the premises (excepting a driveway on said premises); or as shown on said plat.
3. **Construction Materials for Dwelling:** The exposed wall surface of the dwelling shall be of Brick, Natural Stone, Glass, Solid Redwood, Solid Cedar, stucco or Drivit, natural pulp fiber lap hardboard siding with primed or pre-painted surface *having a minimum 30 year warranty* on the substrate or pre-painted fiber-cement lap siding *having a minimum 50 year warranty* on the substrate, or any combination of such. When Brick is used, no less than fifty percent (50%) of the exposed wall surface of the dwelling shall be brick. If concrete is exposed more than four (4) inches above the ground, same shall be veneered. **No outside exterior walls shall be covered with asbestos, asphalt, vinyl or metal siding, concrete block, or manufactured materials such as plywood or chipboard.** Pre-painted Aluminum materials may be used for fascia, soffit, gutters, and downspouts, with color approval.
4. **Construction Approval:** No construction or alteration of any kind or the placement of any structure or materials upon any structure or materials upon any of said lots shall be permitted until the construction plans and specifications have been approved by the Lake Lorraine Homeowners' Association Board of Directors, or its assigns, in writing. A copy of the approved plans and specifications shall be kept on file. The plans and specifications submitted are not required to be prepared by a professional engineer or architect, but must present a professional appearance and be drawn to scale showing all elevations, drainage, footing and foundation drains, floor plans and exterior appearance of all dwelling, including exterior materials and exact color combinations to be used. The Lake Lorraine Homeowners' Association Board of Directors, or assigns shall approve same in writing. If more than 120 days elapse after submission without approval or disapproval, the plans and specifications shall be deemed approved. No party shall be entitled to any compensation for services rendered in seeking and granting or denying approval. However the Board at its own expense may elect to hire professional consultants to advise the Board. In approving or disapproving the planned construction, exterior alteration, or landscaping, the Lake Lorraine Homeowners' Association Board of Directors or its assigns shall be guided by the following factors:
  - a. Aesthetically pleasing character and harmony of architectural style;
  - b. Color harmony, and the avoidance of garish colors;
  - c. Single Story houses shall have a minimum roof pitch of 6" rise to 12" run (6/12 pitch); and
  - d. Compatibility with these restrictions.

Approval or failure to act upon any submitted plan shall not waive the operation of the restrictions contained in this Indenture, and same shall remain in full force and effect. Approval or failure to act upon any submitted plan shall not be cause for personal liability on the part of the Lake Lorraine Homeowners' Association Board of Directors, or its assigns for any structural defect, hazard, or nuisances, and the owner of the premises, as well as the person in charge of construction of the premises, shall hold the Lake Lorraine Homeowners' Association Board of Directors, or its assigns free and harmless from and all claims or causes of action for damages or other liability.

5. **Erosion Control:** All lot owners are responsible for controlling water runoff and soil erosion during the construction period. Any debris or silt that is washed or blown from the lot shall be reclaimed or cleaned from the affected area at the expense of the lot owner. The expense of any street cleaning shall be the responsibility of the lot owner.
6. **Land Use:** The premises described in the aforementioned plat shall be used exclusively for single family residential purposes.
7. **Motorized Vehicles:** No unlicensed, motorized, or unmuffled vehicle shall be permitted to operate anywhere in the subdivision.
8. **Construction of Driveways:** All driveways shall be constructed of portland cement concrete or pavers manufactured from Portland cement concrete
9. **Construction of Sidewalks:** Pour (4') foot wide concrete sidewalks shall be installed per the Village of Swansea regulations and be installed on the following lots along Edge Lake Court: #158 (south side), #163 (10 LF per plat), #164, #165, #166 (south and west sides). Sidewalks shall be set a distance of 3.0 feet back from the back of curb and parallel with the road. The sidewalk shall be installed after all construction of the house and driveway is complete but not more than 1-year from the date that construction has been completed. Sidewalks shall be 5-inch thick, 3,000 psi concrete with 2 - N bars @ 6-inch from edge and 2-inch clear from bottom. Full width toweled lateral joints shall be 4'-0" on center with construction joints at 20-feet O.C.
10. **Completion Requirements:** Any dwelling or other structure constructed on said premises must be entirely completed within nine (9) months from the date on which construction thereof is begun.
11. **Cutting Grass:** All lot owners shall be required to cause their respective lots to be mowed at least, every thirty (30) days during the months from May 1st through October 1st of each year, or as additionally required to maintain a lawn height not to exceed 8-inches.
12. **Fences:** All fences must consist of plants, wood, brick, stone, wrought iron, aluminum or other natural materials. No plastic, chain link or recycled fence is allowed.
13. **Nuisances:** No loud, noxious, or offensive activity shall be conducted upon the premises, nor shall anything be done thereon which is, or is likely to become, any annoyance or a nuisance to the occupants of adjoining or abutting premises.
14. **Storage:** The storage of camper trailers, campers, boats, boat trailers, household effects, tools, machinery, empty or filled containers, boxes or bags, trash or other items that shall in appearance detract from the aesthetic values of the property shall be placed and stored in a garage.
15. **Temporary Facilities:** No trailer, basement, tent, shack, garage or any outbuilding erected on the premises shall, at any time, be used as a residence, temporarily or permanently, and no structure of a temporary character shall be used as a residence.
16. **Junk and Trash:** No junk or abandoned vehicles, objects or materials shall be permitted on the premises, nor shall there be permitted the accumulation of garbage, trash or other debris. All garbage, trash, and other debris shall be stored prior to its quick removal, in sanitary containers.
17. **Off Street Parking:** Lot owners shall provide off-street parking for each vehicle that is to be kept in the subdivision and shall use street parking only for temporary and visitor parking directly in front of owner's lot.
18. **Animals, Livestock, Poultry:** No animals, livestock, or poultry of any kind shall be raised, bred or kept on the premises, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes, and, provided further, that they shall be confined to the premises, and not be permitted to run at large. No steel enclosures or outside kennels shall be permitted.
19. **Clotheslines:** No outside clotheslines shall be permitted.

20. **Business Use of Premises:** There shall be no business, either retail or wholesale, located on, or conducted out of, the premises, or any building thereon, though a casual, intermittent and irregular professional, business may be conducted out of the residence, provided no sign advertising same is located on any portion of the premises.
21. **Signs:** No sign of any kind shall be displayed to the public eye on any lot except: One sign of not more than three (3) feet on a side, the purpose of which shall be to advertise premises for sale or rent. Or signs used by a builder to advertise the premises during the construction and sale period.
22. **Tennis Courts/Swimming Pools:** No tennis courts are to be constructed on any lot. Swimming pools constructed below ground are permitted and shall be enclosed in accordance with the Village of Swansea regulations governing pools and fenced enclosures. No above ground pools shall be allowed. An associated outbuilding used to store pool equipment and materials and to serve as a dressing room will be allowed and shall be completely located within the pool enclosure. Swimming Pools and the associated structures are subject to requirements specified in Sections 3, 4, and 12.
23. **Antennae. Utilities:** No visible TV antennae or microwave dishes are permitted, unless such dishes are 18-inches in diameter or less and shall not be visible from the street. No Utility entrances shall be visible from the street.
24. **Fuel Storage Tanks:** No gas or oil tank shall be permitted upon the premises and exposed fuel storage tanks are prohibited.
25. **Coal, Oil, Gas and Other Minerals:** All coal, oil, gas, and other minerals underlying the subject premises, and all rights in favor of same, are reserved. All oil and gas drilling, oil and gas development operations, oil refining, quarrying or mining operations, of any kind, are prohibited.
26. **Outbuildings:** Outbuildings or storage sheds are discouraged except in connection with swimming pools. They are not permitted without the written approval of the Lake Lorraine Homeowners' Association Board of Directors. Temporary, portable or modular outbuildings and sheds will not be approved.
27. **Mobile Homes:** No mobile or modular homes may be located at any time upon the premises.
28. **Homeowners Association:** The subdivider has assigned all of its rights, powers and duties under this indenture to an association of owners of lots in Lake Lorraine Estates subdivision known as the Lake Lorraine Homeowners' Association.
29. **Enforcement of Restrictions:** These restrictions shall operate as covenants running with the land for the benefit of any and all persons who now own, or who may hereafter own, property in LAKE LORRAINE ESTATES and such persons are specifically given the right to enforce these restrictions through any proceeding, at law or in equity, against any person or persons violating or threatening to violate such restrictions, and to recover any damages suffered by them from any violations thereof.

It is expressly agreed that if any covenant, condition, or restriction herein above contained, or any portion thereof is invalid or void, such invalidity or void ness shall in no way affect any other covenant, condition, or restrictions.

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***This document is an edited version of the Restrictive Covenants for Lake Lorraine Estates Subdivision filed on September 30, 2003 with the Saint Clair County Recorder of Deeds.***

***An unedited version may be obtained from the Recorder of Deeds.***

