



LIBER 218 PAGE 481

COVENANTS OF THE **LUCE COUNTY** INDUSTRIAL PARK



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Covenants of the Luce County Industrial Park

Declaration of Restrictions and Covenants
The Economic Development Corporation of the County of Luce, Michigan

THIS DECLARATION, made this 20 Day of August, 2020 by the Economic Development Corporation of the County of Luce, Michigan, a Michigan Corporation (hereafter "Declarant") amends and replaces Covenants adopted on August 12th, 2014, recorded at Luce County Register of Deeds at Liber 191, pages 78-94, inclusive.

Article I Recitals

- 1.01 Declarant is the owner of certain real property in the County of Luce, State of Michigan, described in Exhibit "A" (attached hereto and by reference made a part hereof) hereinafter the "Property", which shall henceforth be known as the Luce County Industrial Park.
- 1.02 In order to establish a general plan for the orderly, consistent and compatible improvement, development and use of the Property, the Declarant desires to subject the Property to certain conditions, covenants and restrictions, applicable to the use and development of the Property.

Article II General Provisions

2.01 Establishment of Restrictions and Covenants

The Declarant, hereby declares that the Property shall hereafter be held, transferred, sold, leased, improved, developed, and occupied subject to the restrictions and covenants herein set forth. This is to the benefit of the Property now owned and hereafter sold and/or conveyed by the Declarant. These Protective Covenants shall bind the heirs, assignees, successors and future owners of all or any portion of the Property.



2.02 Purpose of Covenants

The purpose of these covenants is to insure the improvement, development and use of the property for industrial purposes only, and to provide adequately for the quality of the improvement and development of the Property in accordance with a general and uniform plan.

The general purpose of these Protective Covenants is to ensure that the Luce County Industrial Park will be developed, improved and used in a manner that will achieve the following goals:

- A. To develop the Property for industrial purposes so that employment opportunities will be created for residents of the region.
- B. To develop the Property for industrial purposes without environmental degradation; damage or harm to the air, water or soil; and without creating undesirable burdens on public and private utilities, facilities and services.
- C. To develop the Property with attractive and permanent industrial improvements appropriately located within the Property so as to provide a harmonious and appealing appearance and function.
- D. To insure future owners and occupants of land within the Industrial Park that the Property within the Industrial Park will not be used in such a manner as to create a hindrance or nuisance to their use of the land, or to unreasonably depreciate or detract from the value and use of their land.

The specific purpose of these Protective Covenants is to provide a means for creating, maintaining, controlling and preserving the Property as a high-quality Industrial Park. To this end, it is Declarant's intention that any grantee shall be bound to carry out and enforce the intent and spirit, as well as the letter, of this Declaration.

2.03 Definitions

- (A) <u>Area of Elevation</u> Total height and length of a building as projected to a vertical plane.
- (B) <u>Building Line</u> An imaginary line parallel to the street right-of-way line specifying the closest point from this street right-of-way line that a building structure may be located (except for overhangs, stairs, and awnings).
 - (C) <u>Dilapidated</u> State of disrepair or deterioration.
- (D) <u>Lot</u> The fractional part of blocks as divided and subdivided on subdivision maps of the Official Records of the State of Michigan, as they from time to time become current.
 - (E) Obsolete No longer can be used in for the purpose it was intended.
- (F) <u>Side and Front of Lots and Sites</u> The front of a lot or site, except a corner lot or site, is the portion thereof facing on any street. (As to corner lots or sites, the narrowest frontage of a lot or site facing the street is the front, and the longest side



facing the intersecting street is the side, irrespective of the direction in which the structures face.)

- (G) <u>Sign</u> Any structure, device or contrivance, electric or non-electric and all parts thereof which are erected or used for advertising purposes upon or within which any poster, bill, bulletin, printing, lettering, painting, device or other advertising of any kind whatsoever is used, placed, posted, tacked, nailed, pasted, or otherwise fastened or affixed.
 - (H) Site All contiguous land under one ownership.
- (I) <u>Streets</u> Reference to all streets or rights-of-way within this document shall mean dedicated vehicular rights-of-way. Except for sidewalks or access drives, this area shall be landscaped according to the setback area standards for dedicated streets contained herein.
- (J) <u>Smelting</u> Reference to smelting of ores shall mean to melt or fuse an ore (a naturally occurring compound) in order to separate out the metal in a molten form. This does not pertain to the remanufacture, remelting or reprocessing of materials used in a manufacturing operation allowed under Section 3.01.
- (K) <u>Improvements</u> Shall mean and include, but not limited to, buildings, outbuildings, roads, driveways, parking areas, fences, screening walls, retaining walls, loading areas and facilities, signs, utilities, lawns, hedges, mass plantings, landscaping, water lines, sewers, electrical and gas distribution facilities, and all structures of any kind.

Article III Permitted Uses

3.01 The Property shall be used for the following permitted purposes:

- A. Light to medium manufacturing.
- B. Development and assembly plants.
- C. Warehousing and distribution facilities.
- D. Printing, engraving, publishing and related activities.
- E. Food and beverage processing and distribution.
- F. Waste wood power plant and related activities.
- G. Recycling centers/call centers.



- H. Automobile repair, provided the automobile repair is ancillary to the primary permitted use. Ancillary meaning not more than 33% of the normal business operations on a rolling 12-month average. Also, provided that no cars are to be placed or maintained on the lot to be used for parts; not more than 10 non-employee vehicles may be on the lot at any time; and the lot must otherwise comply with all terms and provisions of these covenants.
 - I. Repair and sale of equipment and machinery, including motor vehicles.
 - J. Timber storage as part of a rail siding/transport operation.
- K. Learning centers, including those focused on technology training and other trainings related to regional industry needs.
- L. Other similar activities not specifically listed in this article, but that are permitted by the EDC Board upon a written request by the owner, including a business plan, architectural renderings, projected sales, jobs created and any other information the EDC Board deems relevant.

All of this must be conducted with a minimum of noise, vibration, dust, dirt, smoke, odor and other objectionable characteristics.

- All uses must be owned and/or operated by a taxable entity to insure township and county continued revenue generation.
- 3.03 All permitted uses are subject to the develop standards listed in Article V of these Covenants.

Article IV Restrictions and Prohibited Uses

- Prohibited Uses The following are examples of operations and uses which shall specifically not be permitted on any site subject to the Luce County Industrial Park covenants:
- (A) Commercial/Retail except as allowed under Section 3.01 and only in appropriately zoned areas.
 - Residential. (B)
 - Trailer courts. (C)
 - (D) Labor camps.
 - (E) Junk yards as defined in the Luce County Zoning Ordinance.



- Drilling for and/or the removal of oil, gas or other hydrocarbon (F) substances.
- Commercial excavation of building or construction materials (i.e. sand and (G) gravel mining).
 - (H) Crematorium
- (I) Dumping, disposal, or reduction of waste goods and materials, garbage, sewage, offal, dead animals or refuse.
 - (J) Fat rendering.
 - Stockyard or slaughter of animals. (K)
- (L) Refining of petroleum or of its products except for distillation or reclamation of spent solvents, such as mineral spirits.
 - (M) Smelting of iron, tin, zinc or other ores.
 - (N) Cemeteries.
 - Jail or honor farms. (O)
 - (P) Sexually oriented businesses.
 - Sports arenas, fields, courts, venues or any other recreational facility. (Q)
- Any and all operations and uses not compatible or harmonious with the (R) establishment and maintenance of a high quality industrial park.
- All uses listed above are subject to the Development Standards listed in 4.02 Article V of this Declaration.

Article V Development Standards

Minimum Setback Lines and Standards 5.01

General – No part of any structure of any kind shall be placed or erected on a Site or Lot closer to a property line or right of way line than herein provided.

Front Setback – No building, or any other structure, shall be located less than 50 feet from the front property line of any Site or Lot.



- Side Setback No building, or any other structure, shall be located less B. than 30 feet from the side property line of any Site or Lot.
- Rear Setback There shall be a setback of at least 25 feet. Where a railroad right of way abuts the rear of the Property, such space may be counted as part of the rear yard.

The following improvements are specifically excluded from these setback provisions: Unsupported roofs and awnings may project up to 6 feet into a setback area.

5.02 Site Coverage

Maximum building coverage of fifty percent (50%) of a site is allowed. Parking structures shall not be calculated as building area; however, said structure shall be used only for the parking of company vehicles, employees' vehicles, or vehicles belonging to persons visiting the subject firm.

Number of Buildings Per Lot 5.03

Only one building, other than a parking structure to be used only as set forth in Paragraph 5.02 of this Declaration, shall be erected on any one lot, unless the erection and use of more or less than one building on any one lot is specifically approved and consented to by Declarant in writing.

5.04 Number of Tenants Per Building

No building shall be occupied or used by more than one tenant without the written approval of the Luce County Economic Development Corporation, except that an owner may sublet part or all of the parcel for a use consistent and compatible with this Declaration, and also permit a subsidiary or business owned jointly with the original title holder to occupy the same site providing the use thereof is consistent and compatible with this Declaration.

Building Construction 5.05

- No building used for manufacturing shall be constructed with wooden (A) frames, except that laminated heavy timber wood shall be accepted.
- Any building erected on a Site shall conform to the following construction practices: The design for any building constructed on any lot in the Property shall be approved by an architect or engineer registered in Michigan, and shall have exterior walls of durable, attractive materials such as brick, stone, exposed aggregate, textured concrete, glass, metal or such other material as may be approved in writing by Declarant or such agent or successor as it may designate. It is the Declarant's intent to approve building designs which are functional, durable, attractive, of high quality materials, and compatible with the overall image of quality and permanence of the Park.
 - Pre-engineered buildings will be allowed with Declarant approval.



5.06 Temporary Structures

Temporary structures may be placed on the Site for use as office space, storage, and tool sheds, etc., during construction for a period of 24 months after the date of issuance of a building permit. The construction site shall be kept in a neat, clean manner during construction of the permanent building and all temporary structures shall be completely removed upon completion of the permanent building. The owner or contractor shall provide temporary toilet facilities for all workmen. After completion of construction, temporary structures, trailer, semi-trailers or other temporary storage facilities are prohibited.

5.07 Completion of Construction

After commencement of construction of any improvements the owners shall diligently prosecute the work thereon so that the improvements shall not remain in a partly finished condition any longer than reasonably necessary. The owner of any Site or Lot on which improvements are being constructed shall at all times keep public and private property and streets contiguous to said Site or Lot free from any dirt, mud, garbage, trash or other debris which might be occasioned by construction of the improvements. The owner shall provide measures such as silt fence, straw bales, etc. to prevent erosion materials from leaving the Site during construction.

5.08 Utility Easements

All utility easements shall be kept free of structures and permanent storage. The removal of any obstruction by a utility company shall in no way obligate the utility company in damages or require them to restore the obstruction to its original form. Paving and landscaping walls should not be deemed to be structures.

5.09 Signs

No sign shall be erected or maintained on the Property except in conformity with the following:

- (A) Signs visible from the exterior of any buildings may be lighted, but no signs or any other contrivance shall be devised or constructed so as to rotate, gyrate, blink or move in any animated fashion.
- (B) Signs shall be restricted to advertising only the person, firm, company or corporation operating the use conducted on the site or the products produced or sold thereon.
 - (C) All signs attached to the building shall be flush mounted.



- No sign shall exceed two hundred (200) square feet in area per face. (D)
- A sign advertising the sale, lease or hire of the site shall be permitted in addition to the other signs listed in this Section. Said sign shall not exceed a maximum area of thirty-two (32) square feet.
- No ground sign shall exceed four (4) feet above grade in vertical height. Also, ground signs in excess of one hundred (100) square feet in area shall not be erected in the first twenty (20) feet, as measured from the property line, of any street setback.
- One (1) construction sign denoting the architects, engineers, contractors, and other related subjects, shall be permitted upon the commencement of construction. Said sign shall conform to applicable zoning ordinances and regulations.

5.10 Parking

Each owner of a site shall provide adequate off-street parking to accommodate all parking needs for the site. The intent is to eliminate the need for any on-street parking.

5.11 Landscaping

All required set back areas shall be either landscaped or left in a natural state. Any areas left in a natural state shall be properly maintained in a sightly and well kept condition.

Undeveloped areas shall be maintained in a weed-free condition and lawn must be maintained including mowing, removal of leaves, free of debris and trash.

5.12 Loading Areas

Loading areas shall not encroach into setback areas.

5.13 Outdoor Storage Areas

Processing and storage of materials and finished product is permitted outside of a building, so long as it does not constitute a nuisance or interfere with adjoining owner's reasonable use of their land. Due to the vulnerability of wood chips and similar material to high winds, these materials must be tarped.

No waste materials, manufacturing process by-product, rubbish, or discarded matter of any kind shall be permitted to be stored in open areas and beyond a time reasonably required to arrange removal.



5.14 Refuse Collection Areas

All outdoor refuse collection areas shall be visually screened from access streets, residential neighborhoods, and adjacent property by a fence, wall, or landscaping approved by the Declarant. All hazardous waste shall be stored under the supervision of a licensed operator and/or the Luce County Health Department and disposed of by a certified hazardous waste operator.

5.15 Telephone and Electrical Service

All "on site" electrical lines and telephone lines shall be placed underground. Transformer or terminal equipment shall be visually screened from view from streets and adjacent properties.

5.16 Nuisances

No portion of the property shall be used in such a manner as to create a nuisance to adjacent sites, such as but not limited to vibration, sound, electro-mechanical disturbance and radiation, electro-magnetic disturbance, radiation, air or water pollution, dust emission or odorous, toxic or noxious matter.

Noise shall be muffled so as not to become objectionable due to intermittence, beat, frequency, shrillness or intensity.

5.17 Submission Requirements for Site Plan Approval

Prior to construction or exterior alteration of any building or improvement on a building lot, three (3) sets of site plans and specifications for such buildings or alteration shall be submitted to the Luce County Economic Development Corporation, its successors or assigns. Written approval of such plans by the Luce County Economic Development Corporation, its successors or assigns, will be granted if the same are in compliance with these restrictions. However, if the Luce County Economic Development Corporation fails to approve or disapprove such plans and specifications within forty-five (45) days, such approval shall not be required. Site plans shall contain the following information:

The site plans shall be drawn to a scale not greater than one (1) inch equals fifty (50) feet and shall show the following:

- (1) All lot line dimension.
- Building setback, side line and rear yard distances.
- Location of all proposed buildings.



- (4) Location of off-street parking areas with dimensions showing parking spaces, access drives, traffic circulation and the location and description of any lighting in connection with the parking area. This includes the location and dimensions of all loading and unloading docks and area.
- (5) Location and description of all proposed signs.
- (6) Type of surface paving and curbing.
- (7) Storm drainage facilities and means of disposal of storm water.
- (8) All landscaping, fences, walls or similar facilities to be provided.
- (9) The specific types of material to be used in construction.

If the site plan is rejected by the Luce County Economic Development Corporation, its successors or assigns, the applicant shall remedy any and all elements in the plan prior to further consideration.

Article VI Additional Restrictions

6.01 No Lot Splits

Each and every site shall consist of at least one (1) whole and entire lot. No owner shall initiate action to reduce the size of any lot or further subdivide any lot from the date of this Declaration without approval of the Luce County Economic Development Corporation.

Article VII Enforcement

7.01 Abatement and Suit

If the Owners/Tenants failure to comply with the restrictions of these covenants results in legal action by the Declarant and the court rules in favor of the Declarant, the Owner/Tenant is responsible for payment of the Declarant's attorney fee's, court costs, legal expenses and damages.

7.02 Inspection

Declarant may from time to time at any reasonable hour or hours, enter and inspect any property subject to these restrictions to ascertain compliance.



7.03 Failure to Enforce Not a Waiver of Rights

The failure of Declarant to enforce any restriction herein contained shall in no event be deemed to be a waiver of the right to do so, nor of the right to enforce any other restriction or covenant.

7.04 Failure to Implement

If, after the expiration of two (2) years from the date of recording of the deed of conveyance on any lot within this Industrial Park, any purchaser who has not begun construction of an acceptable improvement, the Luce County Economic Development Corporation, retains the option to refund the purchase price, plus an amount two times the assessed value of any improvements, less any taxes due, and take possession of the land. At any time, the Luce County Economic Development Corporation, its successors or assigns, may extend in writing the time in which such building may begin.

7.05 Unused and Dilapidated Properties

One objective of this industrial park is to promote industrial/commercial activity and therefore the active industrial/commercial use of the property in the park. If an owner fails, at any time, to use the property in an industrial/commercial manner for a period of two years or more, the Luce County Economic Development Corporation shall have the option to purchase the lot on the following terms and procedure:

The property owner will be notified by registered mail requiring a response within sixty (60) days. If the owner fails to comply, the Luce County Economic Development Corporation retains the option to refund the purchase price, plus an amount two times the assessed value of improvements, less any taxes and utilities due, and take possession of the property.

7.06 Resale of Unimproved and Improved Lots

The Luce County Economic Development Corporation reserves the right of first refusal to repurchase any lot at any time. The owner will have to show a purchase agreement for the proposed sale and the EDC will have the opportunity to match the offer. If the EDC does not want to match the offer, the owner can proceed with the sale.

Article VIII Term, Termination and Modification

8.01 Term

This Declaration, every provision hereof and every covenant and restriction contained herein shall continue in full force and effect for a period of twenty-five (25) years from August 11, 2020 and shall automatically be continued for successive periods of twenty-five (25) years.



Termination and Modification 8 02

Any provision of this covenant may be terminated, extended, modified or amended with written approval of the owners of seventy-five percent (75%) of the property specified in Exhibit "A". No such termination, extension, modification or amendment shall be effective until a proper instrument in writing has been executed and acknowledged and recorded in the office of the Register of Deeds of Luce County, Michigan.

Article IX Miscellaneous Provisions

9.01 Assignment of Rights and Duties

Any and all of the rights, powers and reservations of Declarant herein contained may be assigned to any person, corporation or association which will assume the duties. If at any time, Declarant ceases to exist and has not made such an assignment, a successor Declarant may be appointed in the same manner as the Luce County Industrial Park restrictions may be terminated, extended, modified or amended under Section 8.02 Article VIII. Any assignment or appointment made under this section shall be recorded in Luce County.

9.02 Constructive Notice and Acceptance

Every person who owns or acquires any right, title or interest in any portion of said property is and shall be conclusively deemed to have consented and agreed to the covenants, conditions and restrictions contained herein.

9.03 Rights of Mortgagees

None of these Protective Covenants shall in any way reduce the security, affect the validity of, or prohibit foreclosure by Mortgagees on any mortgages now in effect or hereinafter created against any of the Property in the Industrial Park; provided, however, that if any portion of the Property is sold under a foreclosure of any such mortgage, said property shall be sold, and any purchaser at such sale, and his successors and assigns, shall hold any and all property so purchased, subject to all of the terms, conditions, restrictions and provisions of this Declaration.

9.04 Mutuality, Reciprocity; Runs with Land

All restrictions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each parcel of said property. These covenants shall create mutual, equitable servitude upon each parcel in favor of every other parcel; and shall create reciprocal rights and obligations between the respective owners.



In addition, all restrictions contained herein shall operate as covenants running with the land for the benefit of the land described in Exhibit "A".

9.05 Paragraph Headings

Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

9.06 Effect of Invalidation

If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

9.07 Addition of Territory

Declarant may at any time or from time to time during the pendency of these restrictions add a portion of land to the property which is covered by this Declaration. Upon the recording of a notice of addition to territory containing the provisions set forth in Section 9.07 Article IX, the covenants contained in this Declaration shall apply to the added land in the same manner as if it were originally covered by the Declaration.

- 9.08 The notice of addition to territory referred to in Section 9.07 of this Article IX shall contain the following provisions:
- (A) A reference to this Declaration shall state the date of recording hereof and the book or books of the records of Luce County, Michigan, including page numbers where this Declaration is recorded;
- (B) A statement that the provisions of this Declaration shall apply to the added territory in the manner set forth in Section 9.07 of this Article IX; and
 - (C) An exact description of the added territory.

In WITNESS, WHEREOF, the undersigned attest that this Declaration was adopted on November 27, 1995, amended on September 8, 1998, amended on March 7, 1999, amended on March 14, 2002, amended on December 10, 2002, amended on January 12, 2006, amended on April 12, 2012, amended on August 12, 2014, and last amended on July14, 2020



Exhibit "A"

SEC 1 T45N R10W BEG AT NE COR OF SAID SEC, TH S 0 DEG 39'44" W 2650.33 FT TO E 1/4 COR OF SEC, TH N 88 DEG 55'32" W 1624.86 FT, TH N 0 DEG 39'44" E 442 FT, TH N 88 DEG 50'32" W 190 FT, TH N 0 DEG 20' W 399.1 FT; TH N 88 DEG 50'32" W 411.68 FT; TH N 00 DEG 20'00" W 464.35 FT; TH S 88 DEG 50'32" E 211.68 FT; TH N 00 DEG 20'00" W 588.61 FT; TH N 18 DEG 54'33" E 765.49 FT TO N LN OF SEC; TH E TO POB. 117.19 A. M/L

PRT OF SW 1/4 OF SEC 31 AND PRT OF NW 1/4 OF SEC 6 T45N R9W BEG AT NW COR OF SEC 6 AND SW COR OF SEC 31 AND THE CNTRLN OF CAMPBELL RD: TH N 01 DEG 37'08" W 1305.86 FT ALONG W LN OF SEC 31; TH N 88 DEG 47'57" E, 1271.29 FT; TH S 01 DEG 44'25" E, 1304.82 FT TO THE SEC LN COMMON TO SEC 6 AND 31; TH N 88 DEG 45'04" E, 1321.61 FT ALONG SAID COMMON SEC LN TO THE N & S 1/4 LN OF SEC 6; TH S 01 DEG 16'59" E, 2638.01 FT ALONG SAID N & S 1/4 LN TO THE E & W 1/4 LN OF SEC 6; TH S 88 DEG 35'01" W, 1938.77 FT ALONG SAID E & W 1/4 LN; TH N 01 DEG 12'56" W, 660.04 FT: TH S 88 DEG 10'55" W, 660.04 FT TO THE W LN OF SEC 6 AND CNTRLN OF CO RD 403: TH N 01 DEG 12'56" W, 1990.20 FT ALONG SAID W SEC LN AND RD CNTRLN TO THE SEC LN COMMON TO SEC 6 AND 31 AND CNTRLIN OF CAMPBELL RD AND THE POB. 185.36 A. M/L



LUCE COUNTY ECONOMIC DEVELOPMENT CORPORATION

Witnesses:

Signed By:

Colleen Duflo, Chairperson

STATE OF MICHIGAN

COUNTY OF LUCE

, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Colleen Duflo known to me to be the Chairperson, Economic Development Corporation of Luce County, Michigan, and known to me to be the persons who executed the within instrument on behalf of the Economic Development Corporation of Luce County, Michigan therein named, and acknowledged to me that such Economic Development Corporation of Luce County, Michigan executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors. hay a Sabadie

WITNESS my hand and official seal.

TRACY A. LABADIE, Notary Public

Luce County, State of Michigan Acting in the County of Luce

My Commission Expires: 03/23/2026



LUCE COUNTY ECONOMIC DEVELOPMENT CORPORATION

Witnesses:

Signed By:

Cliff Fossitt, Secretary

Tiffang Huntwork

STATE OF MICHIGAN

) ss.

COUNTY OF LUCE

On August 29, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Cliff Fossitt known to me to be the Secretary, Economic Development Corporation of Luce County, Michigan, and known to me to be the persons who executed the within instrument on behalf of the Economic Development Corporation of Luce County, Michigan therein named, and acknowledged to me that such Economic Development Corporation of Luce County, Michigan executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Angela & Buckingram, Notary Public

Acting in the County of Luce

My Commission Expires: 04-27-2026

ANGELA E. BUCKINGHAM
NOTARY PUBLIC
Luce County, MI
My Commission Browns: April 27, 2026