

PROTECTIVE RESTRICTIONS AND COVENANTS

WHEREAS, MICHAGO BUILDERS, INC., a Michigan Corporation, with residence offices at 204 River Street, Ontonagon, Michigan, 49953, is the owner of the following described premises;

Plat of Michago Beach Estates No. 1 on Lot Three (3), Section Twenty-eight (28), Town Thirteen (13) North, Range Eighteen (18) West, Claybanks Township, Oceana County, Michigan, according to the Plat thereof as filed in Liber 5 of Plats Page 16, Oceana County Register of Deeds Records,

and as Owner, it desires to impose certain protective covenants, restrictions and conditions on said property, for the purpose of preserving and improving the attractive features of property and securing to each owner the full benefit and enjoyment of each parcel.

II.

NOW THEREFORE, the above named corporation hereby covenants and agrees to impose and does hereby impose the following protective covenants, restrictions and conditions upon the use of all property in said description and plat, which protective covenants, restrictions and conditions shall be binding on it, and any and all persons claiming under it for the period of time hereinafter set forth.

III.

PROTECTIVE COVENANTS. These covenants are to run with the land, and shall be binding on said corporation and all persons claiming under it until January 1, 1970, at which time said covenants shall be automatically extended after January 1st, 1970, by a vote of 75% majority of the then lot owners in said plat, it is agreed from time to time to amend said covenants in whole, or in part

If the corporation, its successors, or assigns, or grantees, or any person, persons or entity shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons, owning any real property situated in said described Plat, to prosecute any proceeding at law, or in equity against the person, or persons or corporation or other entity violating or attempting to violate any such covenant, and either to prevent him, or them, or it, from so doing, or to recover damages for such violation.

V.

Invalidation of any one of these covenants, by judgment or Court order, shall in no wise affect any of the other provisions which shall remain in full force and effect. Nor shall any defect, of any kind or nature, pertaining to said plat, invalidate the provisions of this instrument.

VI.

No dwelling shall be located within Eight (8) Feet of any lot line. The words "lot line" or "property line" or "parcel line" when found in this instrument shall all be defined to mean an outside line of any piece of real estate whether it be a line as platted or later divided. On lots 39-45 set out in said Plat I there is a line West of the "intermediate boundary" line beginning 36 feet West on the North lot line of lot 39 and extending southward to a point 72.86 feet West of the ~~South~~ ^{INTERMEDIATE BOUNDARY LINE ON THE} lot line of lot 45, and no house, cottage, or portion thereof, or any other view restricting structure, including fences, shall be erected ^{WESTERLY} more than fifteen feet Easterly of said line on said lots.

E. J. W.
E. J.
W

No lot shall ever be divided to where any such divided parcel shall have less than a full Sixty (60) Feet of road frontage, or shall be less than Eight thousand (8,000) Square Feet in area, unless originally subdivided to less than 8,000 square feet in area.

VIII.

No lot shall have erected, altered, placed or permitted thereon, more than One (1) single family residence, either permanent or seasonal.

IX.

No trade, occupation or commercial venture, or commercial activity of any kind or nature, shall be carried on within said described premises, or plat. Owners of lots who may wish to rent their property, from time to time, may do so, however no "for rent" signs shall, at any time, be displayed.

X.

The owners of all lots within said Plat, and the owners of all parcels given access to the play area as provided hereafter in paragraph XV, shall annually, or as needed, maintain and repair the roads, walkways, steps or stairs, parking lots, elevators, street lighting, planters, gates and fences now or hereafter created, erected and dedicated to private usage of the lot owners in the plat. The contribution per lot, shall be a pro-rata share, as such lot shall bear to the total number of lots in the Plat.

XI.

No dog kennels, rabbit hutches, or any other animals, shall be permitted within said Plat, provided, however, that not more than two pets per parcel shall be permitted, if the same are common

XII.

All building exteriors shall be completed within Nine (9) Months after commencement of construction of such building, and no building shall be occupied until the exterior of said structure shall be completed.

XIII.

Every dwelling sewage system shall be connected to an approved type septic tank and dry well, or drainage field. No septic tank, dry well or drainage field shall be placed closer than Twenty (20) Feet to any boundary line. No privies shall ever be allowed.

XIV.

Parcels are sometimes mentioned herein instead of lots, as it is recognized that lots may be divided from time to time, and added to, or subtracted from, as platted, if within the terms of this agreement.

XV.

That a certain area, in said described Plat, shall forever be for the common and mutual private use of owners of parcels within said Plat, and for the common and mutual private use of owners of parcels from contiguous or nearly contiguous Plats to be dedicated by the corporation when such usage is granted by the corporation, or its successors, for purposes of bathing, boating, picnicing, and related recreation uses. This recreation area is further described as follows:

All that real estate, beach and Lake Michigan waters lying westerly of a line (east line) commencing with its point of beginning 556.86 feet west of the point of beginning for said plat,
thence S 16° 26' E from the point of beginning of the line (east line) 609.6 feet and then the line (east line) continues S 21° 06' E 304.71 feet with the recreation area being bounded on the north by a westerly extension of the north lot line of Lot 34 and on the south by

That no structure of temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding, shall at any time be used as a residence, either temporarily or permanently.

XVII.

That no residence may be erected on any lot, on said proposed plat, at a cost of less than \$5,000.00, based on cost levels at the time this agreement is recorded, or with a ground floor area, exclusive of open porches and garages, of less than 500 square feet, or 400 square feet for the ground floor area of a dwelling with more than one story.

XVIII.

MICHIGAN

It is understood that the ~~Michigan~~ Builders Inc., its successors and assigns, shall always have first right of refusal, and the first option to purchase all properties contained in the subdivision, on the same terms and conditions as any bona fide purchaser. Said corporation to receive the full written particulars of each and every sale, and shall have ten days following receipt of said written particulars to indicate willingness to purchase in accordance with the written particulars.

XIX.

That there is hereby created a Building Committee, composed of three members, to-wit: Thomas J. Dieschbourg, William C. Nickels and Joseph F. Chaput, who shall, by majority decision, review and accept or reject all proposed plans for erecting any structures. Said Committee shall have the sole absolute prior right of decision as to whether or not any structure, to be erected will be of sufficient size or cost to meet or exceed the minimum standards afore set out. In case of the death or resignation of any member of the Building

or member, and if there be no surviving members, by the majority vote of the owners of parcels within said Plat. No person thereafter appointed, or hereafter elected, shall serve on such committee unless he or she shall be an owner or co-owner of possessory interest in a parcel in said Plat. The term of any successor to the original committee shall automatically terminate when any such successor shall dispose of all their possessory interest in said Plat.

XX.

Fences, walls and hedges, if any, must be approved, and approved continually by the building committee and all properties shall be kept in neat condition with ^{ALL} ~~any~~ structures in good repair.

XXI.

There is hereby excepted and reserved in the corporation, over the entire described subdivision, an easement for the placing, erection and maintenance of utility poles, pipes and lines, including water pipes.

XXII.

That no noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood.

XXIII.

All incinerators or other equipment, for the storage or disposal of such material, shall be kept in a clean and sanitary condition.

XXIV.

No individual water supply system, and/or sewage system, shall

accordance with all local codes. Where there are no existing codes or regulations the same shall be constructed in accordance with the rules and regulations pertinent to residences as suggested and promulgated by the Health Department of the State of Michigan.

IN WITNESS WHEREOF, MICHAGO BUILDERS INC. does hereby on this 7th day of June, 1966, bind itself, its successors and assigns with Elizabeth Furman joining below and giving consent to the execution hereof as mortgagee.

Witnesses:

Joseph D. Chaput
Patricia A. Chaput

For: MICHAGO BUILDERS, INC.

Thomas J. Dieschbourg, its President

William C. Nickels
William C. Nickels, its Secretary

Elizabeth Furman
Elizabeth Furman, Mortgagee

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 7th day of June, 1966, before me a Notary Public in and for said County appeared THOMAS J. DIESCHBOURG and WILLIAM C. NICKELS to me personally known, who being each by me duly sworn did say that they are the President and Secretary respectively of the MICHAGO BUILDERS INC., a Michigan Corporation, and the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Thomas J. Dieschbourg, President, and William C. Nickels, Secretary, acknowledged said instrument to be the free act and deed of said Corporation.

Also Elizabeth Furman, known to me to be the person who executed the above dedication, and acknowledged the same to be her free act and deed.

John F. Murphy
Notary Public, Cook County,
Illinois