

165 PAGE 265  
PROTECTIVE COVENANTS

THIS AGREEMENT, entered into this 14th day of December, A.D. 1946, between the undersigned, the owners of lands in the Township of Green Lake, Grand Traverse County, Michigan, known and described as: "Peninsular Shores Park No. 1 on Section 22, T. 26, N. R. 12 W., Green Lake Township, Grand Traverse County, Michigan, according to the plat thereof as recorded in the Office of the Register of Deeds of the County of Grand Traverse, State of Michigan."

For and in consideration of the mutual agreement of each of the undersigned, to each other, it is agreed that the restrictions upon Peninsular Shores Park No. 1, as hereinbefore described, shall be as follows:

(A) All lots in this subdivision shall be known as residential lots, and shall be used exclusively for residential purposes and no structure shall be erected on any residential lots other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

(B) No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing by a majority of a committee composed of Russel D. Irwin and Grace M. Irwin, his wife, and Edgar L. Kight and Louise Kight, his wife, or their authorized representative, for conformity and harmony of external design with existing structures in the subdivision; and as to location of the building with respect to property and building set back lines. In the case of the death of any member or members of said committee, the surviving members or member shall have authority to approve or disapprove such design or location. If the aforesaid committee, or their authorized representative fails to approve or disapprove such design and location within 30 days after plans have been submitted to it, or if no suit to enjoin the erection of such building, or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required. Said committee or their authorized representative shall act without compensation. Said committee shall act and serve until January 1, 1957, at which time the then record owners of a majority of the lots which are subject to the covenants herein set forth may designate in writing duly recorded among the land records their authorized representative who thereafter shall have all of the powers, subject to the same limitations, as were previously delegated herein to the aforesaid committee.

(C) No commercial enterprise or business of any nature shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(D) No persons of any race other than Gentiles of the Caucasian race shall use or occupy any building or any lots, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

(E) No basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(F) All Buildings shall be completely finished on the exterior including painting, oiling or varnishing, and no tarpaper exterior shall be allowed on any building in this subdivision.

(G) No septic tanks or any other drainage water shall be drained into the lake.

(H) These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1982, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

(I) If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or inequity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

(J) No bill boards or advertising signs shall be placed on any lot or part thereof.

(K) 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.

IN WITNESS WHEREOF, the undersigned, owners of the above described property, do hereby execute the foregoing Protective Covenants, this 14th day of December, 1946.

Witness:

Shirley Merritt  
Shirley Merritt

Alexander Teppert  
Alexander Teppert

Russel D. Irwin  
Russel D. Irwin

Grace M. Irwin  
Grace M. Irwin

Edgar L. Kight  
Edgar L. Kight

Louise Kight  
Louise Kight

State of Michigan  
County of Wayne

On this 14th day of December 1946, before me, a Notary Public, in and for said county, personally appeared Russel D. Irwin and Grace M. Irwin, his wife, and Edgar L. Kight and Louise Kight, his wife, to me known to be the same persons described in and who executed the within instrument, who then acknowledged the same to be their free act and deed.

Shirley Merritt  
Shirley Merritt

Notary public, Wayne County, Michigan

My commission expires: March 12, 1950.