

THIS AGREEMENT, entered into this 4th day of January 1969 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. 5, part of Government Lqt 5, Section 23, Town 26 North, Range 12 West, 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 in Liber of Plats on Page ."

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. 5 as hereinbefore described, shall be as follows:

(A) All lots in said subdivision shall be known as residential lots, and shall be used exclusively for residential purposes and no structure shall be erected or placed on any lot other than one detached single-family dwelling not to exceed two stores in height and a private garage. Building set-back lines: Lots 247-248-249-250, no structure shall be built or placed closer than thirty (30) feet to the North lot line or Peninsular Shore Drive nor twenty-five (25) feet to the South lot line fronting on the Lake. Lots 251 through 259 inclusive, no structure shall be erected or placed closer than thirty-five (35) feet to the North lot line or Peninsular Shore Drive, nor closer than fifty (50) feet to the South lot line fronting on the Lake. On all lots in said subdivision no part of any structure shall be erected or placed closer than ten (10) feet to a side lot line.

(B) The owner, or owners, of two adjoining lots may, at their option, treat the two lots as one lot and build the said dwelling on the lot line between said lots; in which case, so long as such dwelling shall be there maintained, no other dwelling shall be built on either of said lots.

(C) 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 locations of such buildings have been approved in writing by a majority of a committee composed of Grace Irwin, Edgar L. Kight, and Ivan W. Schworm, 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 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 representatives, fails to approve or disapprove such design and location within thirty (30) days after plans have been submitted to it, or if no suit to enjoin the erection or such building, or the making or 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, 1979, 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.

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

REGISTER'S OFFICE } RECEIVED THE 26th OF February  
GRAND TRAVERSE CO., MICH. } 1969 11:00 AM

*Elizabeth Helfrich* REGISTER

(E) No trailer, tent, or outbuildings erected or placed on any lot in said tract shall at any time be used as a residence temporarily or permanently. Homes may not be permitted where a basement is included in the plans. The first floor may not be lower than elevation 240.0. (U.S.C.S. datum).

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

(G) No septic tank drainage or any other drainage water shall be drained in the lake. Each dwelling in this subdivision shall be equipped with a positive means of preventing sewer back-up from sewer lines and drains which serve the buildings.

(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, 1986, 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, except covenant (G) which shall be irrevocable.

(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 persons or person 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 except a sign for the sale or rent of the property not to exceed 400 square inches of area.

(K) Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which 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 4th day of January, 1969.

Witness:

Patricia Labadie  
Patricia Labadie

Stephen Ratkov  
Stephen Ratkov

Ivan W. Schworm (L.S.)  
Ivan W. Schworm

Mildred Schworm (L.S.)  
Mildred Schworm

Grace M. Irwin (L.S.)  
Grace M. Irwin

Louise Kight (L.S.)  
Louise Kight

Edgar L. Kight (L.S.)  
Edgar L. Kight

State of Michigan  
County of Macomb:

Ivan W. Schworm & Mildred Schworm, his wife, Grace M. Irwin, Edgar L. Kight & Louise Kight, his wife being duly sworn says that on the 4th day of January 1969 they executed the foregoing instrument and then acknowledged the same to be their free act and deed.

Patricia Labadie  
Patricia Labadie  
Notary Public, Macomb County, Michigan.

My Commission expires: August 7th, 1970