

Prepared in the office of:
IRWIN-KIGHT & HINES, INC.
22548 Gratiot Avenue
East Detroit, Michigan 48021

THIS AGREEMENT, entered into this 1st day of March 1970 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. 6, part of Government lots 5 and 6, 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 9 of Plats on Page 35-36."

For and in consideration of the mutual agreement of each or the undersigned, to each other, it is agreed that the restrictions upon Peninsular Shores Park No. 6 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 stories in height and a private garage. Building set-back lines: No structure shall be built or placed closer than 30 feet to any road excepting therefrom lots 260 and 267 where the 30 foot set back shall be measured from a straight line between the two corner points fronting the road. No structures shall be built or placed closer than 10 feet to any side lot line nor closer than 10 feet to park area or lanes leading to the park area. On corner lots where the side line is adjacent to a road the 30 foot side line set back shall apply to the road side.

(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 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 March 1st, 1980, 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.

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(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.

(E) Any building used or capable of being used for residential purposes and occupancy within and adjacent to the flood plain shall:

- (1) Have basement walls and floors, below the contour defining the flood plain limits, watertight and reinforced to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the flood plain limits.
- (2) Be properly anchored to prevent flotation.
- (3) Have openings into the basement not lower than the elevation of the contour defining the flood plain limits.

(F) 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. The first floor of any structure or building shall not be lower than elevation 843.0. All dwellings and sewage systems shall be constructed upland from contour 842.

(G) 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.

(H) Wells and sub-surface sewage disposal systems shall be installed in accordance with local health department regulations. The bottom of sewage absorption fields shall be a minimum of four (4) feet above ground water table. Each dwelling shall be equipped with a positive means of preventing sewer back-up from sewer lines and drains which serve the buildings. All wells shall be a minimum of 50 feet deep, and located at least 75 feet from tile fields.

(I) These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until March 1st, 1985, 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 L, P, & H, which shall be irrevocable.

(J) 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.

(K) 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.

(L) Property owners will not place or cause to be placed any debris or foreign matters of any kind in the Park Area or lanes leading to the Park Area.

(M) 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 1st day of March, 1970.

Witness:

Patricia Labadie
Patricia Labadie

Edgar L. Right, Jr.
Edgar L. Right, Jr.

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

Mildred Schworm (L.S.)
Mildred Schworm

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

Louise Right (L.S.)
Louise Right

Edgar L. Right (L.S.)
Edgar L. Right

State of Michigan
County of Macomb:

Ivan W. Schworm & Mildred Schworm, his wife, Grace M. Irwin, Edgar L. & Louise Right, his wife being duly sworn say that on the 1st day of March 1970 they executed the foregoing instrument and then acknowledged the same to be their free act and deed.

My commission expires August 7th, 1970

Patricia Labadie
Patricia Labadie