

LAKE GITCHEGUMEE SUBDIVISION NOS.  
2 and 3 RESTRICTIONS

The Undersigned, being the fee owner of property in the West 1/2 of Section 8, the South 1/2 of Section 6, and entire Section 7, Township 24 North, Range 11 West, Hanover Township, Wexford County, Michigan, which property is now platted as "Lake Gitchegumee", a subdivision, and said Plats are now recorded in Liber 5 of Plats, Page 222-226 inc., in the Office of the Register of Deeds in and for the County of Wexford, hereby make the following declarations as to limitations, restrictions and uses to which the lots constituting said plats may be put, hereby specifying that said declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all parties claiming under it, and for the benefit of and limitation upon all future owners in said subdivisions, this declaration of restrictions being designed for the purpose of keeping said subdivisions desirable, uniform and suitable in architectural design and use as herein specified:

The following restrictions shall be and continue in full force for a period of 25 years from the date hereof and automatically renewable for ten-year periods thereafter unless amended or vacated by a majority of lot owners in the subdivisions and any other plats by Lake Gitchegumee Corporation.

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.

I

All lots shall be used exclusively for residential purposes except those lots that may be designated, subject to township rezoning, if any, and zoned as business or commercial areas on any plat of Lake Gitchegumee.

II

No more than one single family dwelling house may be erected or constructed on any one lot, nor more than one building for garage or storage purposes which shall be attached to and connected with or built as a part of the one-family dwelling.

III

Each lot owner of every subdivision, now developed or hereafter developed, shall be a member in the Lake Gitchegumee Property Owner's Association, Inc., and will pay \$30.00 as a membership fee on the 1st day of March (to be known as the fiscal year anniversary date) and annually thereafter, and shall be subject to by-laws and regulations of Lake Gitchegumee Property Owner's Association, Inc.

IV

Any dwelling erected, placed or altered on any lot must be approved in writing by the "Building Control Committee" of Lake Gitchegumee Property Owner's Association, Inc., prior to start of

construction. Such approval will be made upon submission of satisfactory plans, specifications, and a grid map showing location of structure on lot.

Any structure must conform to the following minimum standard:

- (a) Any residence erected shall have a ground floor area of 720 square feet in the case of a one-story building and not less than 624 square feet in the case of a one and one-half story building or bi-level or not less than 720 square feet of living area in the case of a tri-level;  
  
The side that faces the street and/or road shall be considered to be the front of any dwelling erected in this subdivision(s);
- (b) All construction materials must be new;
- (c) All residences must have private inside bathroom facilities;
- (d) Construction of all septic tanks shall be in conformance with the Department of Health having jurisdiction of the same;
- (e) All structures shall be completed on the exterior within six (6) months from start of construction and no exterior finishes of tar paper, roll brick siding, or similar material will be permitted;
- (f) No house trailer, tents, shacks or similar structures shall be erected, moved or placed upon said premises. Travel trailers not exceeding 30 feet in length may be placed on non-water front lots in Plat No. 1. Mobile homes of any length are permitted on Lots 288-355 inclusive of Plat No. 3, only.
- (g) The construction of any structure shall conform with the Wexford County Interim Rural Zoning Ordinance and all other County and State applicable provisions;
- (h) Any reasonable change, modification or addition to the within restrictions shall be considered by the Lake Gitchegumee

Property Owner's Association, Inc., and if so approved, they will be submitted in writing to the abutting lot owners, and if so consented to in writing, shall be recorded and when recorded shall be binding as the original restrictions.

V

No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood. No animals or fowl shall be kept or maintained on said lot except customary household pets. No signs of any kind shall be displayed on any lot without the written permission of the Lake Gitchegumee Property Owner's Association, Inc., or its successors or assigns. All lots must be kept in a tidy manner. Failure to do so will result in maintenance of said lot by the Lake Gitchegumee Property Owner's Association, Inc., in which event a proper charge for same will be levied, and constitute a lien as provided by the code of regulations of the Lake Gitchegumee Property Owner's Association, Inc.

VI

All structures erected must be set back not less than 40 feet from front lot line bordering on road, 15 feet from side lot lines and 35 feet from rear lot line, except where two or more contiguous lots are

owned by one party then the 15 foot restriction between said lots shall not apply.

## VII

Lake Gitchegumee Corporation, for itself, its successors and licensees reserve a 10 foot wide easement along all road right of way and a 5 foot wide easement along the side and rear lines of each and every lot for the purpose of installing, operating and maintaining utility lines and mains thereon, together with the right to trim and/or cut or remove any trees and/or brush and the right to locate guy wires, braces, and anchors wherever necessary for said installations, operations or maintenance, together with the right to install, operate and maintain electric service, gas and water mains, and any other service for the convenience of the property owners and appurtenances thereto, sewer lines, culverts, and drainage ditches, reserving also the rights of ingress and egress to such areas for any of the purposes mentioned. Lake Gitchegumee Corporation, its successors and assigns, reserves all mineral rights to the lands in said plats. Except where an owner of two or more adjoining lots constructs a building which will cross over or through a common lot line, said common lot line shall not be subject to the aforementioned five foot easement, except as shown on recorded plat or plats. Also except that no easement shall exist on that portion of any waterfront lot running along or abutting the shoreline of Lake Gitchegumee. Lake Gitchegumee Corporation, its successors, assigns, and licensees also reserves the

right to cause or permit drainage of surface waters over and/or through said lots, and reserves an easement on, over or under all road rights of way for the purpose of installing, operating and maintaining the aforementioned utilities and drainage. The owners of said property in said plats shall have no cause of action against Lake Gitchegumee Corporation, its successors, assigns, or licensees either at law or in equity excepting in case of willful negligence, by reason of any damages caused said property in installing, operating, removing or maintaining above-mentioned installations.

VIII

Each lot owner shall be a member of the Lake Gitchegumee Property Owner's Association, Inc., and shall be subject to an annual charge of Thirty (\$30.00) Dollars which purchaser agrees to pay to the Lake Gitchegumee Property Owner's Association, Inc., its successors and assigns, annually on the 1st day of March commencing in the second year following the date of this agreement after payment on the 1st day of March in the first year after the date of this agreement, of the initial membership fee or Thirty (\$30.00) Dollars, for the maintenance and upkeep of the various areas reserved for the use of the property owners, irrespective of whether the privileges of using said areas are exercised or not, and to maintain the dam, repairs or any other thing beneficial to the general area.

Purchaser further agrees that the use of any of the above-mentioned areas shall be subject to approval of purchaser for membership in Lake Gitchegumee Property Owner's Association, Inc., as herein

provided, and to comply with all rules and regulations from time to time promulgated by said Association. Purchaser further agrees that the charges as herein set forth shall be and constitute a debt and a lien in the nature of a mortgage which may be collected and/or foreclosed by suit in any Court of competent jurisdiction, or otherwise; and that upon the conveyance of any part of the lands described herein, the grantee thereof, and each and every successive owner and/or owners shall from the time of acquiring title and by acceptance of such title by deed or otherwise, be held to have covenanted and agreed as aforesaid to pay Lake Gitchegumee Property Owner's Association, Inc., its successors and assigns, all charges, past and/or future, as provided for in, and in strict accordance with, the terms and provisions hereof. As a part of the consideration herein, purchaser agrees that he will not sell, assign or convey to any person, or persons, not approved for membership in Lake Gitchegumee Property Owner's Association, Inc., and all persons owning lots in said subdivisions shall be a member of said Association.

## IX

No dock may be erected without approval of the Lake Gitchegumee Property Owner's Association, Inc.

## X

Lake Gitchegumee is designated as a private lake and as such, the right to usage and control remain with the Lake Gitchegumee

Corporation or its authorized agent, until such time as all the lots in said subdivisions, now or hereafter platted, are sold and any future lots that may hereafter be developed on the shores of Lake Gitchegumee or any extension thereof, and shall not be subject to the annual Thirty (\$30.00) Dollars charge until all lot or lots are sold to third parties.

XI

In order to control the use of Lake Gitchegumee, and thereby benefit all residents of the lands around the lake, the waters of Lake Gitchegumee and the lands normally flowed and covered by the lake at its highest level, shall be owned by Lake Gitchegumee Property Owner's Association, Inc., its successors and assigns, upon the sale of all lots in said project or any extension thereof. Lots which abut or border on the waters of the lake shall not include any riparian rights in and to said waters, or to the lands below said waters. Lake Gitchegumee Corporation, its successors and assigns, reserves the right to lower the level of all lake and/or lakes in the development area between Labor Day of each year and May 1st of the following year hereafter in order to facilitate cleaning of the lake, dam repairs, building of additional improvements or additional lake developments in the general area.

XII

Any tank for the storage of fuel placed or maintained on any lot outside of any building in these subdivisions shall be located below the



surface of the ground; or if placed above ground, such tank must be screened by shrubbery or fencing, such screening to be subject to the approval of the Building Committee of Lake Gitchegumee Property Owner's Association, Inc. Receptacles for ashes and garbage shall be so located as to not be unsightly or conspicuous. No refuse pile or other unsightly or objectionable material or thing shall be allowed or maintained on any lot in these plats.

XIII

Owners of unoccupied lots shall at all times keep and maintain their property in these subdivisions in an orderly manner causing weeds and other growth to be seasonably cut and prevent accumulation of rubbish and debris thereon.

XIV

No business, trade or enterprise of any kind or nature whatsoever shall be conducted or carried on upon any lot or lots in said subdivisions, except that dogs, cats or other household pets may be kept providing they are not kept, bred or maintained for any commercial purpose and not permitted to run so as to cause an annoyance in the neighborhood.

XV

Any dwelling and garage on any lot in these subdivisions which may in whole or in part be destroyed by fire, windstorm or for any other

reason, must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness.

XVI

The Lake Gitchegumee Property Owner's Association, Inc., shall have the option to repurchase any property offered for sale in these subdivisions. Any owner contemplating a sale of property in these subdivisions shall present to the Lake Gitchegumee Property Owner's Association, Inc., a bona fide purchase agreement executed by the prospective purchaser and the Lake Gitchegumee Property Owner's Association, Inc., shall have the option for 30 days to purchase the subject property for an equivalent price.

Signed at Big Rapids, Michigan, this 12<sup>th</sup> day of April, 1971.

Witnesses:

LAKE GITCHEGUMEE CORPORATION

Dorothy A. Green  
Dorothy A. Green

BY: Nuel N. Donley <sup>Pres</sup>  
Nuel N. Donley, Pres.

Nancy J. Dundon  
Nancy J. Dundon

BY: Ruth P. Donley <sup>Sec'y</sup>  
Ruth P. Donley, Sec'y.-Treas.

STATE OF MICHIGAN, )  
 ) ss.  
COUNTY OF MECOSTA, )

On this 12th day of April, 1971, before me, a Notary Public in and for said County appeared Nuel N. Donley and Ruth P. Donley to me personally known, who, being by me duly sworn did each for himself say that they are respectively the President and Secretary of the corporation named in and which executed the within instrument, and that 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 Nuel N. Donley and Ruth P. Donley acknowledged said instrument to be the free act and deed of said corporation.

Dorothy A. Green  
Dorothy A. Green  
Notary Public, Mecosta County, Mich.  
My Commission expires: 7-2-72

STATE OF MICHIGAN RECORDED 14th DAY OF  
COUNTY OF WEXFORD April, 1971 AT 8:20  
CLOCK A. M.

Margie Mouscatson  
REGISTER OF DEERS

THIS INSTRUMENT PREPARED BY  
DONLEY AND WALZ, ATTORNEYS AT LAW  
126 Maple Street  
BIG RAPIDS, MICHIGAN 49307

DONLEY & WALZ  
ATTORNEYS AT LAW  
126 MAPLE STREET  
BIG RAPIDS, MICH.