

710 988

DECLARATION OF RESTRICTIONS

*Eveline Kuhns DeJ*  
Register of Deeds

Lake Geneva Land Company, a Michigan Corporation of P.O. Box 806, Lansing, Michigan, are the developers of the following described property; Geneva Shores No. 1, a subdivision on part of the SW 1/4 of Section 8, T5N, R2W, DeWitt Township, Clinton County, Michigan; and as developers of the above described plat, it desires to impose the following restrictions:

1. All lots in this subdivision shall be used exclusively for residential purposes. No structure or building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling and private garage.
2. Garages on all lots in this subdivision shall be attached to, connected with or built as a part of the one family dwelling.
3. TYPE, SIZE AND CONSTRUCTION: Any dwelling erected, placed or altered on any lot in this subdivision must be approved in writing by the Building Control Committee prior to start of construction. Such approval will be made upon submission of satisfactory plans, including a grid map showing location of structure on lot. Any structure must conform to the following minimum standards:
  - (a) Any residence erected or placed upon any lot in this subdivision shall have a ground floor area exclusive of one story, open porches or garages, not less than 1,200 square feet in the case of a one story building and not less than 840 square feet in the case of a one and one-half story building or not less than 840 square feet in the case of a two story structure. No split-level shall be erected on any lot with less than 1,200 square feet of livable floor area. No bi-level shall be erected with less than 1,536 square feet. When attached garages having living quarters above, the said garages shall be considered a part of the dwelling to the extent of living quarters so situated.
  - (b) Any reasonable change, modification or addition to the within restrictions shall be considered by Lake Geneva Land Company, and if so approved, they will then 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.
  - (c) All construction materials must be new. No building shall be moved into said subdivision. No trailer or mobile home, tent, basement, shack, garage, barn or other building shall be placed or constructed in the subdivision at any time for use as either a temporary or permanent residence or for any other purpose, except incident to the construction of a dwelling on the premises.
  - (d) All residences must have private inside bathroom facilities.
  - (e) Fences, walls and hedges, if any, shall be of open construction not more than five feet in height and shall not extend in front of the front dwelling line.
  - (f) All structures shall be completed on the exterior within six (6) months from start of construction including two (2) coats of paint or varnish on any exterior wood surface. All structures must be completed, and site graded, sodded or seeded, and reasonably landscaped, within one (1) year from date of commencement thereof. During the period of construction the premises shall be kept and maintained in a sightly and orderly manner.
4. The Building Control Committee shall consist of three (3) members appointed by the Lake Geneva Land Company. The committee may designate one of its members to act in its behalf. In the event of the resignation or death of any member, the remaining members shall appoint a replacement. The Building Control Committee shall approve plans for all structures erected in this subdivision. The committee may reject any plan because of too great a similarity to nearby existing structures. The Building Control Committee may reject plans because of the location of proposed structure on the lot.
5. No for sale sign or advertising device of any kind shall be erected on any lot except on a new house previously unoccupied which is offered by the developer or builder.
6. SETBACK - Any structure erected must set back not less than 40 feet from the front lot line and not less than 40 feet from any side street lot line.

- 310 9874
6. No dock may be erected without approval of the Building Control Committee.
  7. No boat shall be used on Lake Geneva powered by an engine or engines with total horsepower rating greater than 5 H.P. Changes may be made in this paragraph only by the written consent of Lake Geneva Land Company, or its designated agent, assignee or successor, and by the written consent of the owners of eighty percent (80%) or more of the lot owners at Lake Geneva, such consents to be recorded in the office of the Clinton County Register of Deeds.
  8. In order to control the use of Lake Geneva, and thereby benefit all residents of the lands around the lake, the waters of Lake Geneva, and the lands normally flowed and covered by the lake at its highest level, shall be owned by Lake Geneva Land Company, its successors and assigns. 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.
  9. Lake Geneva is designated as a private lake and as such, the right to usage and control remain with the developer or its authorized agent.
  10. EASEMENTS for the installation and maintenance of public utilities or drainage facilities are reserved along and within 3 feet of all side lot lines and 10 feet on all rear lines in this subdivision. Such other easements are hereby reserved to enter upon the premises if necessary to construct, operate and maintain any other public improvements, pipes, poles, wires, etc., whether under or above ground. It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within the 6 feet strip, as long as such lines do not hinder the construction of buildings on any lots in the subdivision.
  11. Any tank for the storage of fuel placed or maintained on any lot outside of any building in this subdivision shall be located below the surface of the ground. Outdoor receptacles for ashes and garbage shall be underground or shall be located at least 50 feet to the rear of the front lot line. No refuse pile or other unsightly or objectionable material or thing shall be allowed or maintained on any lot in this plat.
  12. Owners of unoccupied lots shall at all times keep and maintain their property in this subdivision in an orderly manner causing weeds and other growth to be seasonally cut and prevent accumulation of rubbish and debris on the premises.
  13. No business, trade or enterprise of any kind or nature whatsoever shall be conducted or carried on upon any lot or lots in said subdivision, nor shall any animals, birds, fowl or poultry, except common household pets, be kept at any time thereon.
  14. Any dwelling and garage on any lot in this subdivision 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 slightly condition with reasonable promptness.
  15. The Lake Geneva Land Company shall have the option to repurchase any property offered for sale in the subdivision. Any owner contemplating a sale of property in this subdivision shall present to the Lake Geneva Land Company a bona fide purchase agreement executed by his prospective purchaser. The Lake Geneva Land Company shall have the option for 30 days to purchase subject property for an equivalent price.
  16. In order to maintain and improve the Lake Geneva area, commencing April 1, 1964, and on April 1st of each year thereafter, the purchaser of each lot (or titleholder, if title has been conveyed) shall pay \$48. to Lake Geneva Land Company, its designated successors or assigns at least half of such funds to be used in the year of collection for dam and park maintenance, Lake level regulation and such other purposes that will maintain or improve the Lake Geneva area. Annual payments shall be a lien on each lot and, if not paid by June 15th of each year, may be denoted by an affidavit recorded with the Register of Deeds, and this lien may be enforced as a real estate mortgages by foreclosure by advertisement or in circuit court.

17. These covenants shall run with the land and shall be binding on all parties claiming under them for a period of 20 years and shall be extended for successive periods of ten years unless and prior to the expiration of any such 10 year period, an instrument signed by the owners of record of a majority of lots in the subdivision has been recorded changing or modifying said covenants in whole or in part. Invalidation of any one of these covenants by judgment or decree shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

Witness:

LAKE GENEVA LAND COMPANY  
a Michigan Corporation

*Beulah M. Walker*  
Beulah M. Walker

BY *Don L. Foote*  
Don L. Foote, President

*Edward R. Roach*  
Edward R. Roach

BY *Howard J. Bohnet*  
Howard J. Bohnet, Secretary

On this 29th day of July, 1963, before me, a Notary Public in and for said County, personally appeared Don L. Foote, President and Howard J. Bohnet, Secretary of Lake Geneva Land Company, a Michigan Corporation, to me known to be the same persons described in and who executed the within instrument, who acknowledged the same to be of their free act and deed and which instrument was signed and sealed in behalf of said corporation by authority of its board of directors.

*Beulah M. Walker*

BEULAH M. WALKER  
Notary Public, Ingham County, Mich.  
My Commission Expires Sept. 10, 1963