

## RESTRICTIONS

On this 16th day of July, 1962

It is hereby agreed by Milton Cohn and Joan Cohn, husband and wife, hereinafter called the owner, as follows:

That the Owner for and in consideration of the increase in value of the property hereinafter referred to by reason of the following restrictions and conditions, does hereby agree that all of the unsold lots shall be subject to the following restrictions and conditions, the said lots being all in Howell Point Subdivision, Penn Township, Cass County, Michigan, as shown on the recorded plat thereof, and this instrument shall be recorded and considered as a blanket encumbrance against all of said unsold lots:

- a) All lots in the tract shall be known and described and used as residential lots and no structure shall be erected on any residential building plot, other than one detached single family dwelling not to exceed two stories in height and a one or two car garage and where the lot fronts on the lake, a boat house may be erected, but such boat house shall not extend beyond the lake front or shore line of the lot or lots upon which same is erected.
- b) No building shall be erected on any residential building plot fronting directly on the lake, nearer than forty feet from the shoreline or front lot line and no building shall be erected on any of the remaining building plots in the subdivision nearer than twenty-five feet from the front lot line, nor nearer than five feet from any side lot line. The sideline restrictions shall not apply to a garage located on the rear one-quarter of a lot, except that on corner lots, no structure shall be permitted nearer than ten feet to the side street line.
- c) No residential lot shall be re-subdivided into building plots having an area of width less than is originally platted, nor shall any building be erected on any residential building plot having an area or frontage less than as originally platted.
- d) No noxious or offensive trade 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. No lot shall be used or maintained as a dumping ground and rubbish, trash, garbage, or other waste shall not be permitted to accumulate on the premises. All garbage or other waste shall be collected in sanitary containers and promptly disposed of. All incinerators and similar equipment shall be kept in a clean and safe manner. No dismantled automobiles or junk shall be allowed to accumulate on any lot.
- e) No trailer, basement, tent, shack, garage, barn or other outbuildings erected in the subdivision shall at any time be used as a residence, temporary or permanent, nor shall any residence of a temporary character be permitted.
- f) No structure shall be moved on to any lot unless it meets with the approval of the committee hereinafter referred to, or if there is no committee, it shall conform to and be in harmony with existing structures in the subdivision.
- g) No building shall be erected on any lot until the design and location thereof have been approved in writing by a committee, appointed by the subdivider or elected by a majority of the owners of lots in

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said subdivision. However, in the event that such committee is not in existence or fails to approve or disapprove such design or location within thirty days, then such approval will not be required, provided, the design and location on the lot conform to and are in harmony with existing structures in the subdivision. In any case, either with or without the approval of the committee, no dwelling, shall be permitted on any lot in the subdivision with the ground floor square foot area thereof less than 800 square feet in the case of a one-story structure nor less than 600 square feet in the case of a one and one-half or two story structure.

- h) A perpetual easement is reserved over the rear five feet of each lot for utility installation and maintenance.
- i) The buyer of lots and all successors in title shall provide, construct and maintain all necessary toilets on said premises, and the same shall be constructed within the buildings authorized to be erected on said premises; and all such toilets shall be connected by properly constructed sanitary sewerage with a septic tank of such capacity and design as to effectually dispose of all sewage from said premises, the size and type of said septic tank to be such as has been approved by the State Department of Health. The installation of said septic tank shall be under the supervision of the State Department of Health and such septic tank shall at all times be by the grantee and all successors in title kept in an absolute sanitary condition, provided, however, that this condition shall cease to be operative if and when any municipality or body politic within whose jurisdiction the premises herein described shall be located, shall construct an adequate sewerage system with which said premises shall be connected so as to dispose of through the same all sewage from said premises.
- j) No animal nor fowl of any kind shall be kept or permitted to be in, upon or about said premises, with the exception of cats or dogs, or both, kept as pets of the occupant or his family.
- k) These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under the for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of said lots has been recorded, agreeing to change said covenants in whole or in part.
- l) If the parties hereto or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions, it shall be lawful for any other person or persons owning any other lot in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violations.
- m) Invalidation of any one of these covenants by a judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

The said grantor hereby agrees that the premises in said subdivision, known as Lots 11 2, 3, 4 and 5 in Block 18 and Lot 7 in Block 19 shall be and are hereby dedicated as a beach and park to be known as Willow Beach and Park and to be used as a beach and park for all of the owners and residents in said

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subdivision. That said beach and park shall be controlled and maintained by the committee referred to in Paragraph (g) hereof.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

Witnesses:

John M. Pendergrass  
John M. Pendergrass

Mary Piper  
Mary Piper

Milton Cohn  
Milton Cohn

Jane Cohn  
Jane Cohn

STATE OF MICHIGAN )  
                                  ) SS  
COUNTY OF CASS        )

On this day, 16<sup>th</sup> of July 1962, before me a Notary Public in and for said County / personally appeared Milton Cohn and Jane Cohn, husband and wife, to me known to be the same persons described in and who executed the within instrument, who have acknowledged the same to be their free act and deed.

John M. Pendergrass  
John M. Pendergrass, Notary Public  
Cass County, Michigan  
My Commission Expires May 2, 1966.

By: [Signature]  
REGISTER OF DEEDS

1962 JUL 17 PM 2 08

STATE OF MICHIGAN  
CASS COUNTY  
RECEIVED FOR RECORD