

OSCEOLA COUNTY
REGISTER OF DEEDS
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723-566

Number of pages 5

URL: 723-566

RESTRICTIONS AND AGREEMENTS

Respecting the use and occupancy of the lands and structures on, in and about Negaunee Lake Subdivision.

It is agreed by and between the parties to this instrument to which this agreement is attached, and appended and any instrument sounding out of such instrument, that these restrictions as here in set forth shall constitute a part of such instrument or instruments, representing a contract between the parties thereto, and a part of the considerations passing between to such instrument or instruments, and shall be binding upon the heirs, representatives, executors, administrators, assigns or successors of the representative parties in such instrument or instruments.

To provide for light, ventilation, to safeguard purity of water supplies, proper sanitation, and to provide for the promotion of the health, welfare and safety, to secure safety from fire hazards, to facilitate provisions for transportation, water, sewer and other public requirements and conveniences, the following restrictions and agreements shall apply, viz:

1. Foundations of buildings shall be such as to adequately support the buildings placed thereon.
2. All building materials used must meet all state and local building codes.
3. No dwelling, residence or cabin shall be placed closer than five (5) feet from the side lines of the respective lots; an attached garage shall not be placed closer than five (5) feet from the respective lot side lines; there shall be no more than one (1) cabin, dwelling or place of residence upon each lot.
4. All buildings shall be completed on the outside within one (1) year from the commencement of such building.

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5. All cabins, residences or dwellings shall be of a minimum 864 square feet of living space upon the first floor thereof.
6. No house trailers, mobile homes or singlewide homes shall be allowed on any lot.
7. No buildings or other accommodation shall be used for purposes of sale or acquirement of new or used automobile parts, for automobile or machinery repair or wrecking; public garage, or gasoline filling station; dealing in junk or used materials of any kind; for rental of trailers, parking of trailers for rental purposes, erection of tents or other accommodations for rental purposes, or living quarters of any description.

It is strictly prohibited to conduct any commercial activity of any nature on or within any building of other accommodation or any lot.

8. No construction shall be commenced without first obtaining a building permit from the Osceola County.
9. The private roads abutting said property is not required to be maintained by the County of Osceola.
10. No permanent dwelling shall be placed or erected on Lots 118, 119, 120 and 131 until such time as a method of sewage disposal is developed which can be approved by The Local Health Department for these lots.
11. No construction is to begin on any lot until the building site and sewage disposal system site is approved by the local Health Department.
12. Any building used or capable of being used for residential purposes and occupancy within the flood plain limits for Negaunee Lake (Wilson Lake) as defined by elevation 1090.0 (U.S.G.S datum) shall:

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- a. Have lower floors, excluding basements, a minimum of 1 foot higher than the elevation of the contour defining the flood plain limits.
 - b. Have openings into the basement not lower than the elevation of the contour defining the flood plain limits.
 - c. Have basement walls and floors, below the elevation of the contour defining the flood plain limits, water-tight and reinforced to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the flood plain limits.
 - d. Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building.
 - e. That the area defined as flood plain limits, indicated by dash line shall remain essentially in its natural state.
 - f. That it is agreed between the parties that the flood plain limits shall be that area indicated on the plot by dash lines.
 - g. That the flood plain limitations placed by statute shall run in perpetuity.
 - h. The above stated flood-plain restrictions are specifically exempted from any time limitations placed on other covenants or restrictions that may apply to this plat.
- 13 That these agreements and restrictions shall expire thirty years from the date of acknowledgment. Except Item 12 a-H, which cannot be amended and shall remain in effect in perpetuity.

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- 14. In interpretation and application of the provisions, restrictions and prohibitions herein, they shall be held to the minimum requirements for the protection of the health, welfare, safety, convenience and comfort of those residing in the captioned plat, providing however, the provisions of the Housing Code of the State of Michigan, or other laws and prescriptions and regulations of the State of Michigan or other regulatory body, imposing other or more restrictive provisions, rules and regulations shall govern as so imposed.
- 15. It is further agreed and understood that should any clause section or provision of these Restrictions and Agreements to be declared by the courts to be invalid, the same shall not affect the validity hereof as a whole, or any other part hereof, other than that part so declared to be invalid.
- 16. There shall be no "outside toilets", sanitation facilities shall be those known as "inside sanitation", all sanitation facilities or accommodations shall be such as to conform to the State of Michigan Sanitation regulations and rules, and to those of the municipality in which located, they shall also conform to those of the Michigan Department of Health, under sewage disposal permit from the Central Michigan Health Department.
- 17. These restrictions and agreements may be changed with the consent of 75% of the lot owners agreeing to such change, except Item 12 a-h, inclusive, which cannot be amended and shall remain in effect in perpetuity.

As approved by Board of Directors
May 6, 2000

723 569

75% of the lot owners of Negaunee Lake subdivisions 1,2,3 and 4 signed a document stating that they approved the changes shown in the preceding restrictions and agreements.

NEGAUNEE LAKE ASSOCIATION

Mary A. Holcomb
Witness Mary A. Holcomb

Robert J. Lancaster
Robert J. Lancaster - Director

Jenni Vincent
Witness Jenni Vincent

Theodore Flore
Theodore Flore - Director

Drafted by:
Cyril Bryant
Cyril Bryant - President
251 Negaunee Lake Drive
Ewart, MI 49631

STATE OF MICHIGAN)
County of Osceola) ss.

On this 11th day of December 2001, before me personally appeared, Negaunee Lake Association Board members, Robert J. Lancaster, Theodore Flore, and Cyril Bryant, to me known to be the persons described in and who executed the foregoing instrument and acknowledged the same as their free act and deed.

Mary A. Holcomb
Notary Public

MARY A. HOLCOMB
Notary Public, Osceola Co., MI
My Comm. Expires Jan. 29, 2005

