

Geo 900
PROTECTIVE COVENANTS

PART A. PREAMBLE

This Eighth day of August, 1966, the undersigned, President and Secretary of HOMESTEAD CORPORATION and RIVERSIDE DEVELOPMENT CO., INC., in order to provide for the sound development of proposed residential area, and in order to establish and maintain value levels through the regulation of size and placement of buildings and other land uses that might effect the desirability of a residential area; do hereby establish the following protective covenants covering the property known and described as follows:

The land embraced in the annexed plat of Homestead Heights Subdivision No. 1, Section 1, Town 8 South, Range 6 West, Kinderhook Township, Branch County, Michigan recorded in plats Liber 6, Page 31.

PART B. AREA OF APPLICATION

B-1 FULLY PROTECTED RESIDENTIAL AREA

The residential area covenants in Part C in their entirety shall apply to the entire subdivision above described.

PART C. RESIDENTIAL AREA COVENANTS

C-1 LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height, and a private garage for not more than three cars.

C-2 QUALITY AND SIZE

The ground floor area of the main structure, exclusive of open porches shall be not less than 800 sq. ft. for a one story dwelling. For a one and one-half story dwelling there shall be a minimum of 624 square feet for the first floor with a total minimum of 912 square feet. For a two story dwelling there shall be a first floor of 484 square feet minimum and total minimum of 968 square feet for both floors. A split level dwelling shall have 1,248 square feet minimum. The exterior wall of all dwellings must be of brick, stone, wood or aluminum or a combination of these materials.

C-3 BUILDING LOCATION

No building shall be located nearer than 25 feet to the front lot line or nearer than 5 feet to the side lot lines except on corner no building shall be located nearer than 15 feet to the side street lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

C-4 GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other waste shall not be kept except in sanitary containers. All incinerators, or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

C-5 TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as residence either temporarily or permanently.

STATE OF MICHIGAN } Rec'd for Record
BRANCH COUNTY } A.D. 1966 at 10:30 o'clock A.M.
Boyd L. Goodwin Register of Deeds

17324
9/12/66
307/530

C-6 WELLS AND SEWAGE DISPOSAL

Wells, septic tanks and disposal fields shall be installed in accordance with the requirements of Michigan State Department of Health and/or Branch County Health Department. Outhouses not permitted.

PART D. GENERAL PROVISIONS

D-1 TERM

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, ~~except that these covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change said covenants in whole or in part.~~

D-2 ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

D-3 SEVERABILITY

Invalidation of any one of these covenants by judgment or court shall in no wise effect any of the other provisions which shall remain in full force and effect.

D-4 SANDY PARK

The developer hereby dedicates and conveys "Sandy Park" as shown in the plat of Homestead Heights No. 2 to and for the benefit of all of the lot owners in the Homestead Heights Subdivisions plated or to be plated in the W $\frac{1}{2}$ of Section No. 1, Kinderhook Township, Branch County, Michigan. Title to the park shall be vested in the lot owners, but said title and the right to the use of the park shall not be personal and shall pass with the title to each lot. Taxes assessed against the park shall be prorated among the lot owners and billed as a part of the taxes assessed to the individual lots.

PART E. ATTEST

In witness whereof we have hereunto set our hands and seals the day and year written above.

WITNESSES:

Lawrence Dery
Lawrence Dery

Elaine Trainer
Elaine Trainer

Catherine Germain
Catherine Germain

Clifford Fields
Clifford Fields

HOMESTEAD CORPORATION

Charles Gilson
Charles Gilson, President

Thomas F. Ranger
Thomas F. Ranger, Sec.-Treas.

RIVERSIDE DEVELOPMENT CO., INC.

Robert E. Stanley
Robert E. Stanley, President

Leo H. Morrissey
Leo H. Morrissey, Secretary

STATE OF MICHIGAN) ss
County of Macomb

On this 8th day of Aug, 1966, before me a Notary Public in and for said County, appeared Charles Gilson and Thomas F. Ranger to me personally known who being each by me duly sworn did say that they are the President and Secretary-Treasurer of the HOMESTEAD CORPORATION, and also appeared Robert E. Stanley and Leo H. Morrissey President and Secretary of the RIVERSIDE DEVELOPMENT CO., INC., and that said instrument was signed in behalf of said corporations and by authority of its Board of Directors and the said Charles Gilson and Thomas F. Ranger and Robert E. Stanley and Leo H. Morrissey acknowledged said instrument to be the free act and deed of said corporations.

Clifford J. Fields
Clifford J. Fields
Notary Public
Macomb County, Michigan

My Commission expires: Oct 8 - 1968

Drafted By:

L.D.
Lawrence Dery

Business Address:

7200 E. 15 Mile Road

Warren, Michigan

RETURN TO:

HOMESTEAD CORPORATION

7200 East Fifteen Mile Road

Warren, Michigan