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LIBER 4079 / PAGES 11-15

SUBDIVISION RESTRICTIONS

VENICE SHORES SUBDIVISION NO. 2

AND

VENICE SHORES SUBDIVISION NO. 3

AMENDED NOV. 29, 1986

The undersigned being all of the title holders of VENICE SHORES SUBDIVISION NO. 2 and VENICE SHORES SUBDIVISION NO.3, of part of the land in private claims 140, 373 and 374, Town 2 North, Range 14 East, Harrison Township, Macomb County, Michigan as recorded in Liber 39, Pages 46 and 47, and Liber 41, Page 49 and 50 for the purpose of providing a uniform plan for the improvement and use of *the lots in said subdivisions to the end that the value and appearance of said subdivisions may be protected do hereby declare that all lots in said VENICE SHORES SUBDIVISION NO. 2 and VENICE SHORES SUBDIVISION NO. 3 are expressly subject to the following agreements, covenants and restrictions which shall apply to and run with the land included therein.

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 single family detached dwelling unit not exceeding two stories in height whose usable living space, exclusive of open or closed porches, open breezeways, basements, and garages, shall not be less than the following:

- | | | |
|-----|-------------|---|
| (a) | 1 Story | 1200 sq. ft. |
| (b) | 2 Story | 800 sq. ft. on first floor
1500 sq. ft. total |
| (c) | 1 ½ Story | 1000 sq. ft. on first floor
1400 sq. ft. total |
| (d) | Multi-Level | 1200 sq. ft. exclusive of any below grade level areas |

No detached garages, boathouses, or any building other than the single family dwelling is permitted on any lot. Existing boathouses may not be enlarged nor may they be re-erected if torn down. No residential building sites shall be smaller than one lot as shown on the recorded plat., except lots #232 thru #257 which may exclude the land east of the canal abutting said lots. No dwelling shall cover more than thirty (30) percent of the lot area.

No front elevation in any five (5) consecutive dwellings shall be the same; or be similar, but appear to differ due to minor changes in construction or color. Each of the five (5) dwellings shall have an entirely different front elevation.

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No old buildings may be moved onto the subdivision, and no used materials may be used for construction except reclaimed brick of the hard-burned variety. Shingle, wood, asbestos, metal, plastic, or siding of any other kind may be used as finished exterior, but shall not exceed twenty-five (25) percent of the total exterior surface, excluding roof area. The balance of the finish exterior, excluding windows and doors, must be brick, split rock, or stone individually mortared into place on site.

No building shall be erected, placed or altered on any lot until the construction plans, specifications and a site plan showing the location and lot number of the structure have been approved by the Building Committee of the Venice Shores Property Owners Association as having met the terms of these recorded restrictions.

2. BUILDING LOCATION

All dwellings erected on any residential lots shall be located no less than twenty-five (25) feet from the front lot line which shall establish the building line for the street. On any lot having a curved front lot line, the dwelling shall be located thirty-five (35) feet from the middle point of the front lot line. Projections forming a part of the residence shall be construed as part of the residence and must be constructed within the building line. Bay window, vestibules, sun parlors, enclosed porches and other attached and enclosed structures and projections shall be considered as a part of the residence and shall be constructed within the building line. Steps and open porches shall not be construed as part of the residence. Vestibules shall not be construed as part of an open porch, but shall be considered as an enclosed porch to be constructed within the building line.

All single residential dwellings in this subdivision shall be erected so as to provide a minimum of ten (10) feet of side yards with at least five (5) feet on one side and five (5) feet on the other side. Provided however that such provision does not conflict with the requirements of the building code or zoning ordinance of Harrison Township then existing.

Side drives shall be placed on the right side of the house when viewed from the street and facing the house, except that on lots abutting on corners the entrances to garages may be from the abutting street without regard to whether it is on the right or left side of the house.

Dwellings on corner lots that adjoin lots at the rear which face a side street shall maintain a front yard of twenty-five (25) feet on both the front and side street. Garages which face a side street on which dwellings also face in the same block shall be located twenty-five (25) feet from the street.

3. GRADE LINE

The grade line of all residential buildings constructed on any street of this subdivisions shall not be less than twelve (12) inches nor more than twenty (20) inches above the established side-walk grade in front of the premises.

4. FENCES

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No fences shall be placed on any residential lot within twenty-five (25) feet of the front line and only ornamental wire or iron or open wooden fences not exceeding four (4) feet in height shall be placed on any portion of said lot.

5. TEMPORARY STRUCTURES

Structures of a temporary character are expressly prohibited within these subdivisions and no trailer, tent, garage, basement, shed or any other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently. Sheds or workshops for use in connection with the building of permanent buildings which shall be used in the course of construction upon such lots may be erected, but must be removed when the permanent structures are completed.

6. EASEMENT

No structure of any kind (other than an ornamental fence) shall be erected on any easement reserved for installation and maintenance of public utilities.

7. No noxious or offensive activity shall be carried on upon any lot nor shall anything done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

8. SIGNS

No signs of any kind shall be erected or maintained to display to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs of any legal size used by a builder or real estate broker to advertise the property during the construction or sales period. Signs must be maintained in good condition at all times and must be removed on termination of the use.

9. CANAL USAGE

Nothing shall extend into the canals as platted from any property at any time, e.g., watercraft, seawalls, piers, pilings, catwalks, etc. Existing, non-conforming, fixed structures are excluded from this covenant until such time as they are altered or replaced.

Canals are for the recreational use of the property owners. Commercial use by boat liveries, marinas, or any other rental, repair or sales business is prohibited.

10. MOTOR HOME PARKING

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The parking of motor homes in the front or rear yards is prohibited. Side yard parking of said vehicles is allowed between the front line and rear line of the house.

11. INTERRUPTION OF THE NATURAL FREEZING OF WATERWAYS

Any bubbling device or other mechanical or artificial means to interrupt the natural freezing of any canal must comply with the following:

- 1) The portion of open water accessible from the canal must be marked and protected by fencing or a grab line.
- 2) At least two reflectorized warning signs, no smaller than one-by-two feet, with the word "DANGER" in reflectorized letters printed no smaller than six inches high must be prominently displayed.
- 3) All systems must be controlled such that the open water not extend beyond the lot line or more than four feet from the boat at the water line when the ice has obtained a thickness of four inches.

12. VENICE SHORES PROPERTY OWNERS ASSOCIATION MEMBERSHIP

The owner or owners of each lot shall be members of the Venice Shores Property Owners Association. This membership is mandatory and entitles the owner, or owners collectively, one vote at all Association Meetings for each lot owned. The "owner" or "owners" as set forth herein shall be defined as the legal titleholders of record on March 1st of each year.

13. ASSOCIATION DUES AND ASSESSMENTS

1. The Association may, in its discretion, assess an annual dues and/or assessment. Any such dues and/or assessments shall be assessed equally against each member of the Association, and for each lot owned, regardless of size, shape, value or location and whether developed or undeveloped, and payment of said membership dues and/or assessment shall be mandatory and enforceable commencing March 1, 1987.

2. The amount of the annual dues and/or assessment shall be governed by the Association By-Laws and may be amended or revised at the Annual Meeting of the Association by a majority vote of the members present at the annual Meeting. The dues and/or assessment shall be due and payable on March 1st of each year. Any member whose dues and/or assessment shall remain unpaid as of the following June 15th shall be deemed delinquent. The Board of Directors of the Association shall record with the Macomb County Register of Deeds a Notice of such delinquency against each lot owned by the delinquent member, showing the amount due and owing, and such Notice shall act as a lien upon the delinquent member's lot, and any subsequent titleholder of such lot shall assume the indebtedness of the delinquent member. The Board of Directors shall discharge the lien only upon payment in full of the amount due and owing by the delinquent member, plus recording costs and attorney fees sustained in effectuating and discharging the lien.

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13. ASSOCIATION DUES AND ASSESSMENTS - continued

3. In the event a member shall be deemed delinquent in the payment of his dues and/or assessment, all rights and privileges of said delinquent member, including the right to vote at Association Meetings, shall be suspended during the period of delinquency. Upon payment in full of any and all dues and/or assessment due and owing by the delinquent member, all rights and privileges, including the right to vote at Association Meetings, shall be restored to said member.

4. The Board of Directors of the Association may commence litigation, or proceed with any legal remedy then available, against a delinquent member in order to enforce the payment of the dues and/or assessment due and owing. The enforcement shall include, but shall not be limited to, the commencement of an action to enforce these Deed Restrictions with any and all remedies allowable by law. All legal costs, including Court cost and attorney fees, shall be taxed against the delinquent member and added to the amount then due and owing by said delinquent member.

5. The dues assessed under the provisions of this Deed Restriction and Association By-Laws shall be deposited in the General Fund of the Association for use in the general operating expenses of the Association.

6. The assessment assessed under the provision of this Deed Restriction and Association By-Laws shall be deposited in a Special Account established and held for the purpose of payment of the expenses and costs of canal maintenance and dredging approved by the Board of Directors.

7. Any member shall be entitled to inspect the books and records of the Association Treasurer upon proper application, at a convenient time and place. Such books and records of the Association Treasurer shall be subject to audit at the direction of the Board of Directors or by a vote of the majority of the members present at the Annual Meeting. The Association Treasurer must be bonded.

8. The dues and assessment set forth herein shall become mandatory and enforceable on March 1, 1987 and the enforcement provisions set forth hereinabove shall not be effective until said date. Enforcement may commence only on dues and/or assessment payable after March 1, 1987.

9. For purposes set forth herein:

- A. "Association" shall mean Venice Shores Property Owners Association.
- B. "Board of Directors" shall mean the Directors of said Association as elected according to its By-Laws.
- C. "Owner" shall mean all legal titleholders of a lot, collectively, as of March 1st of each year.
- D. "Member" shall mean the owner of a lot subject to these Deed Restrictions.

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14. TERM

The covenants and restrictions are to run with the land and shall be binding on all parties hereto and all persons claiming under them until November 30, 1986, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless and instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants and restrictions in whole or part.

15. ENFORCEMENT

The restrictions and conditions contained in this instrument shall operate for the benefit of any of the owners of land in this sub and may be enforced by the parties hereto or the owner of any lot in said tract 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.

16. SEVERABILITY

Invalidation of any 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.

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