

FLETCHER SHORES

DECLARATION OF 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. No trailer or temporary structure shall be occupied or stored within the subdivision at any time.
2. Garages or car shelters on all lake front lots in this subdivision shall be attached to and connecting with or built as a part of the one family dwelling. Any garages or boat house must conform in appearance to the residence structure on said lot.
3. TYPE, SIZE AND CONSTRUCTION:
 - a. Any residence erected on any lot in Fletcher Shores shall have a ground floor area of 850 square feet in the case of a one story building; and not less than 720 square feet in the case of a 1 1/2 story building or bi-level; or not less than 850 square feet of living area in the case of a tri-level. The side that faces the street shall be considered to be the front of any dwelling erected in this subdivision.
 - b. All construction materials must be new.
 - c. All residences must have private inside bathroom facilities.
 - d. 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.
 - e. All sanitary plumbing shall conform with the minimum requirements of the Health Department of Jackson County and the State of Michigan.
 - 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, and, Exterior walls must be finished with approved siding material or if concrete block is to be used as an exterior surface, it must be painted with two (2) coats of masonry paint.
4. Any structure erected must set back not less than 25' from front lot line and not less than 25' from any side street lot line. Side line set back shall not be less than 10'.
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, or on a lot originally offered for sale by the developer or his agent.
6. Lake Columbia is designated as a private lake and as such the right to usage and control remain with the developer or its authorized agent.
7. In order to control the use of Lake Columbia, and thereby benefit all residents of the lands around the lake, the waters of Lake Columbia and the lands normally flowed and covered by the lake at its highest level, shall be owned by Lake Columbia Development Company, or Loren Fletcher, their successors and assigns, as their interests may appear. Lots which abut or border on the waters of the lake shall not include any riparian right in and to said waters, or to the lands below said waters.
8. EASEMENTS for the installation and maintenance of public utilities or drainage facilities are reserved along and within 6 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 foot strip, as long as such lines do not hinder the construction of buildings or any lots in the subdivision.
9. 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; or if placed above ground; such tank must be screened by shrubbery or fencing, such screening to be subject to the approval of the Building Control Committee. 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.
10. 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 seasonably cut and prevent accumulation of rubbish and debris on the premises.
11. 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.
12. 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 sightly condition with reasonable promptness.
13. The Lake Columbia Development Company, or Loren Fletcher 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 Columbia Development Company, or Loren Fletcher, a bona fide purchase agreement executed by his prospective purchaser. The Lake Columbia Development Company, or Loren Fletcher shall have the option for 30 days to purchase subject property for an equivalent price.
14. 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. Invalidaton of any one of these covenants by judgement or decrees shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

**DECLARATION OF RESTRICTIONS, FLETCHER SHORES, A SUBDIVISION RECORDED
IN LIBER 20 OF PLATS, PAGE 32.**

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Invalidation of any one of these covenants by judgement or decree shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

Witness:

Clark Griggs
Clark Griggs
Gene Griggs
Gene Griggs
State of Michigan) ss.
County of Jackson)

Loren Fletcher
Loren Fletcher
Helen C. Fletcher
Helen C. Fletcher

On this 19th day of October 1962 before me, a Notary Public in and for said County, personally appeared Loren Fletcher and Helen C. Fletcher, his wife to me known to be the same persons described in and who executed the within instrument, who acknowledged the same to be their free act and deed.

Gene Griggs
Gene Griggs
My commission expires Sept. 1, 1963

John P. [Signature]
Notary Public
State of Michigan