

SUBDIVISION RECORDS AND PLANS  
VENICE SHORES SUBDIVISIONS

552890

The undersigned being all of the titleholders of VENICE SHORES SUBDIVISIONS # 2 and 3, being part of the land in Private Claims 140, 373 and 374, Town 2 North, Range 14 East, Macomb County, Michigan, 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 Subdivision may be protected do hereby declare that all lots in said VENICE SHORES SUBDIVISIONS 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

POSTED

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 to exceed two (2) stories in height whose usable space shall contain not less than seventy-five hundred (7500) cubic feet exclusive of any one (1) story open or closed porches, open breezeways and garages. No residential building site shall be smaller than one lot as shown on the recorded plat and shall conform to or be greater than the lot area as required by the zoning ordinance. No dwelling together with its accessory building shall cover more than thirty (30) percent of the lot area. Tri-level dwellings may be built in said subdivisions subject to the above provisions.

No front elevation in any five (5) consecutive dwellings shall be the same or appear to be similar due to changes in a window location, addition of shutters, or a difference in the color or shade of shingles. Each of the five (5) dwellings shall have an entirely different front elevation.

No old buildings may be moved onto the subdivisions and no used materials may be used for construction except re-claimed brick of the hard-burned variety. No shingles, wood, asbestos or any kind shall be used as finish exterior except the roof and decorative purposes, but not to exceed twenty-five (25) percent of the exterior surface.

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 twenty-five (25) 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 windows, vestibules, sun parlors, enclosed porches and other attached and enclosed structures and projections shall 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. Steps and open porches shall not be construed as part of the residence.

All single residential dwellings in this subdivision shall be erected so as to provide a minimum of ten (10) feet of side yard with at least five (5) feet on one side and five (5) feet on the other side. The provisions of this paragraph shall not apply to lots abutting corners in which cases there shall be a minimum of five (5) feet of side yard provided, however that there shall be a minimum of ten (10) feet between all residential buildings in this subdivision, excepting when garages are attached to the dwelling then five (5) feet on each side of the dwelling shall be deemed to provide sufficient side yard. Provided however that such provision does not conflict with the requirements of the building code or zoning ordinance of Harrison Township then existing.

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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 or ends of culs-de-sac, the entrances to garages may be from the abutting side without regard to whether it is on the right or left of the house.

Dwellings on corners that adjoin lots at the rear which face a side street shall maintain a front yard of twenty-five feet (25) 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 feet (25) from the street.

### 3. GRADE LINE

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

### 4. FENCES

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

### 5. TEMPORARY STRUCTURES

Structures of a temporary character are expressly prohibited within this subdivision and no trailer, tent, garage, basement, shed or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently, provided however, that sheds or work shops for use in connection with the building or 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. EASEMENTS

If an easement is reserved as shown on the recorded plat over each of said lots for public utilities, installation and maintenance, no structures of any kind (other than an ornamental fence) shall be erected or placed on such a portion reserved for easements for public utilities, installation and maintenance.

### 7. NUISANCES

No noxious or offensive activity shall be carried on upon any lot nor shall anything be 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 shall not be kept except in sanitary containers. All incinerators or other equipment for the store or disposal of such material shall be kept in clean and sanitary condition.

No animals, live stock, 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 purposes.

8. BOATHOUSES

All boathouses shall be built of brick, or as required by Municipal Zoning, on the property of the lot owner and shall not extend out beyond the shore line of the canal so as to in any way interfere with ingress and egress of any of the other lot owners in said subdivision. No lot owner shall be deprived of any right of ingress and egress in the use of any such canals nor shall any of such lot owners in any way interfere with such rights. The dike on the East side of the canal abutting on lots # 232 thru # 257 shall be maintained at an elevation of 578.5 U.S.G.S. by owners of said lots. The owners of said lots may sell or lease that portion East of said canal separately and without that part West of the canal.

9. 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 (1) square foot, one sign of not more than five (5) 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 and sales period. Signs must be removed on determination of the use and must be maintained in good condition at all times.

10. TERMS

The covenants and restrictions are to run with the land and shall be binding on all parties hereto and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an 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.

11. ENFORCEMENT

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

## 12. SEVERABILITY

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 30th day of November, A. D. 1961

WITNESSES:

Morris Aaron  
Morris Aaron

Madelyn J. Jones  
Madelyn J. Jones

Venice Shores Development Co., Inc.

N. A. Nicholson-President

STATE OF MICHIGAN)

ss.

COUNTY OF MACOMB)

On this 30th day of November, 1961, before me personally appeared N. A. Nicholson

to me known to be the persons described in and who

executed the fore-going instrument, and acknowledged that they executed the same as their free act and deed.

RECORDED AT 11:20 AM  
IN VOL 1337 OF DEEDS  
ON PAGE 276 Macomb Co. Records  
NOV 30 1961

Madelyn J. Jones  
Madelyn J. Jones  
Notary Public, Macomb County, Michigan

My commission expires: May 16, 1964

Aaron Burr  
REGISTER OF DEEDS  
MACOMB COUNTY, MICHIGAN

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