

RESTRICTIONS

The undersigned, being the owner of all of the lots in Huron Dunes Subdivision, being part of Section 8, Town 18 North, Range 12 East, Hume Township, Huron County, Michigan, according to the Plat recorded in Liber 4, page 23, Huron County Records, do hereby establish and create the following restrictions on the use and occupancy of said lots in said Subdivision. These restrictions shall be in force and effect from the date hereof until October 1, 1969, unless amended by an agreement subscribed by the owners of 51 of said lots, the owner or owners of each lot to be entitled to one vote.

1. Each lot may be used for residence purposes only by a single family and its servants and guests, and no buildings except a single dwelling and the necessary out buildings shall be erected or moved upon any lot or lots. The buildings erected on the lots shall be used for the ordinary and usual purposes of residence and not otherwise. In no event shall any lot or building be used for business or commercial purposes, or for the manufacture or sale of intoxicating liquors. The use as living quarters of temporary buildings of any sort, including but not by way of limitation, tents and trailers, is prohibited on any lot except that during the actual construction of a residence the plans of which shall have been approved in accordance with paragraph 3 hereof, and for a period not to exceed four (4) months, such use shall be permitted.

2. There shall be no outdoor or outside toilets erected or maintained on any lot in said Subdivision, and all plumbing facilities constructed for the disposal of waste shall meet the standards recommended by the Michigan Department of Health and all other standards imposed by any municipality of the State in which said Subdivision shall be located.

3. Approval by the Port Crescent Land Company, a Michigan corporation, of the plans and location on or in front of any lot of any building, fence, hedge, wall or other obstruction shall be required. Plans for residences must also be approved by a registered architect.

4. The Private Parks shown on the recorded plat of said Subdivision shall be reserved for the lawful and proper use of all the owners of lots in said Subdivision, but no building shall be erected or moved upon any such lands except with the written approval of the Port Crescent Land Company, its successors or assigns. Such approval will not be given for boat houses, except to the owners of Lots One (1) to Fifteen (15) inclusive, which boat houses shall be constructed immediately in front of the respective lots in accordance with plans approved as set forth in paragraph 3 hereof. Proper use of the Private Parks shall be determined by the Port Crescent Land Company, but shall only include educational, recreational, or community service activities.

5. It is further agreed between the parties hereto that the purchasers of all lots in said Subdivision shall pay Port Crescent Land Company, (until such time as the management of said Subdivision shall be turned over to an Improvement or Resort Association, which shall be composed of property owners of said Subdivision, and thereafter to said Improvement or Resort Association), annually on or before the 1st day of June

Recorded 17th day of September
A.D. 1949 at 4:32 o'clock P.M.

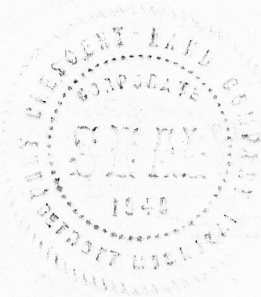
A. J. Neiger

of each and every year commencing with the year 1950, the sum of Ten (\$10.00) Dollars for each and every lot, said money to be used in the improvement and maintenance of roads, lanes, parks and other physical improvements of said Sub-division. A full and complete accounting of the money so received and disbursed shall be made to all property owners each year.

6. The owner, lessee or possessor of any lot or house thereon, or any portion thereof shall be permitted to sell, lease, rent or deliver possession thereof only upon previous written approval of the Port Crescent Land Company.

7. The rights and duties of the Port Crescent Land Company shall inure to its successors and assigns and any person accepting a conveyance from said Port Crescent Land Company shall thereby accept and agree to abide by the terms hereof. The restrictions herein contained shall be included in all conveyances covering lots in said Subdivision and shall run with the land and bind its successors, heirs and assigns of all owners of all lots in said Subdivision.

IN WITNESS WHEREOF, Port Crescent Land Company, a Michigan corporation, has caused this instrument to be executed by its duly authorized officers and sealed with its corporate seal, the 17th day of SEPTEMBER, A.D. 1949.



PORT CRESCENT LAND COMPANY

By Miles F. McKee

Its Vice-President

By Robert S. McKee

Its Treasurer.

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 17th day of September, A.D. 1949, before me appeared Miles F. McKee and Robert S. McKee to me personally known, who being by me severally duly sworn, did say that they were respectively the Vice-President and Treasurer of the Port Crescent Land Company, a corporation created and existing under the laws of the State of Michigan and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and the said Miles F. McKee and Robert S. McKee acknowledged the said instrument to be the free act and deed of the said Port Crescent Land Company.

Francis C. Sittell
Notary Public, Wayne County, Michigan

My commission expires