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**COBMOOSA SHORES ASSOCIATION  
PROTECTIVE COVENANTS**

These Protective Covenants relate to the lands encompassed by the plats of Cobmoosa Shores, Cobmoosa Shores No. 1, and Cobmoosa Shores No. 2, being subdivisions located on a part of Section 31, Town 14 North, Range 18 West, Benona Township, Oceana County, Michigan.

**1. USE**

- a) **Residential Use** Any dwelling shall be a private, single-family residence for use by the owner and their guests.
- b) **Garage** Any garage erected or maintained must conform in appearance and construction to the residence on such lot.
- c) **One House** No more than one house may be placed on each lot.
- d) **Temporary Housing** Living in house trailers, motor homes or tents, regardless of size or facilities, is prohibited. The Board may grant a request for an exception to this covenant on a temporary basis and subject to such conditions as the Board may impose.

**2. CONSTRUCTION**

- a) **Approval of Building Plans** Owners planning to build must submit plans and specifications to the current building committee of the Association for approval prior to requesting a building permit from local township or county offices. An owner's information packet is available upon request from any Officer of the Association.
- b) **Minimum Area and Maximum Height** Each dwelling shall have a minimum of 720 square feet of ground floor area and a maximum height as determined by local zoning requirements.
- c) **Foundations for Dwellings** All dwelling units and additions thereto shall be constructed upon and attached to a solid and permanent foundation located under the entire perimeter of the ground floor of the dwelling unit and such foundation shall comply with the township building code and all applicable state regulations.
- d) **Minimum Width Requirement** The minimum width of any dwelling unit shall be 22 feet for at least 67% of its length.
- e) **Minimum Height Requirement** All dwelling units shall provide a minimum height between the floor and the ceiling of 7.5 feet.
- f) **Steps and Porch Requirements** All dwelling units shall provide steps or porch areas permanently attached to the foundation where there exists an elevation differential of more than one foot between the door and the surrounding grade.
- g) **Appearance** No unsightly storage buildings, trash containers, unlicensed cars, or material shall be placed on any lot.
- h) **Exterior Finishes** Building exteriors must be appropriately finished and maintained.

- i) **Fences** Owners shall submit plans for the installation of any fence on their lot to the Building Committee for approval before installation.

### 3. EASEMENTS

- a) **Utility Easements** Easements are reserved along and within five (5) feet of the rear, front, and side lines of all lots for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, telephones, water mains, sanitary utilities and for trimming any trees which may interfere with the maintenance of such lines, with right of ingress to and egress from said premises to employees of said utility companies and their agents. Said easements also extend along any owner's side and rear property lines in case of fractional lots. 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 five-foot-wide strip as long as such lines do not hinder the construction of buildings on any lot.
- b) **Right-of-Way** Owners are required to keep brush or overgrowth cut back on the right-of-way in front of their property.

### 4. SIGNS

- a) **Obey Posted Signs** All signs, including traffic signs, posted by the Board must be obeyed.
- b) **For Sale Signs** Real estate "for sale" signs may be placed only on the property which is for sale. Such signs may not be posted at the main entrance, at intersections within the Association, or at other common areas. Real estate "open house" signs may be posted at the front entrance on the day of the open house only. No other signs may be posted within the Association except by the Board.

### 5. ANIMALS

- a) **Domestic Pets and Control** No animals other than domestic house pets under leash or other control will be allowed to be maintained within the Association. All pets shall have such care and restraint so as not to be obnoxious or offensive on account of noise (i.e., excessive or persistent barking), odor, unsanitary conditions, or causing damage to common areas or the property of others.
- b) **Leashes Required** Unleashed dogs are not allowed on the beaches or elsewhere within the Association common areas.
- c) **Sanitation** To assure a clean and healthy environment for the Association members, Owners and their guests must properly remove pet waste from their property and from all common areas within the Association.
- d) **Horses** Horses are not allowed on the beaches or elsewhere within the Association.

### 6. RESTRICTED OR PROHIBITED ACTIVITIES

- a) **Trash Fires and Fireworks** No open trash fires, burning of trash in barrels, or fireworks are permitted within the Association without a written permit from the Board.
- b) **Garbage** Each owner is required to dispose of garbage and trash properly at the owner's expense.
- c) **Non-Street Legal Vehicles** Non-street legal vehicles (golf carts and similar vehicles) may be operated within the Association subject to the following conditions: The operator must be a licensed driver, follow all State Laws, comply with the posted speed limit of 15 mph, and drive in a safe manner. The vehicle must not cause excessive noise. If operated after dusk, the vehicle must have operating head and taillights. Lastly,

the vehicle owner assumes all responsibility and liability for its operation and agrees to hold the Association harmless in case of any accident or another casualty.

- d) **Noise** Excessive noise (i.e., noise that is offensive to a reasonable person) is not permitted within the Association.
- e) **Hunting** Hunting, trapping, and the use of weapons is prohibited within the Association.

## 7. ROADS

- a) **Private Use** All roads within the Association are private and are maintained by the Association for the exclusive use of owners and their guests.
- b) **Speed Limit** The posted speed limit of 15 MPH must be observed by everyone.
- c) **Heavy Vehicles** Owners who hire contractors that bring heavy equipment and trucks into the Association are responsible for repairing any damage to the Association roads. No such heavy equipment and trucks shall use the paved portions of Erie and Apache Trails without the prior written permission of the chairman of the Road Committee.

## 8. Parking

- a) **Roads** Parking is prohibited on the road surfaces within the Association.
- b) **Beach Access Parking** No overnight parking or recreational vehicle parking is permitted at the beach accesses.

## 9. Beaches

- a) **Definition** As stated in Article Two of the By-Laws, the Beach is a private park owned by the membership of CSA, stretching from the northernmost and southernmost lot boundaries and extending to the lakeshore from the westernmost platted property lines to the mean high-water mark of Lake Michigan. It may include flat sandy beach areas and grassy dune areas.
- b) **Access** Access to the beach by members not owning beachfront property is restricted to the two common entries maintained by the Association.
- c) **Use** The beach area is for the common use of all owners of the Association, their families and guests.
- d) **Permanent Structures** In accordance with the Association's ongoing property rights, no permanent structures (including stairways) may be erected or modified on the Beach by any member without the expressed written permission of the Board.
- e) **Special Events** Overnight sleeping, camping, and special events involving large groups of guests (e.g., weddings and reunions) are not permitted on the beach except with the prior written permission of the Board.
- f) **Motorized Sports Vehicles** No motor-powered vehicles may be used on, launched from, or landed on the Beach.
- g) **Campfires** No fires are permitted on the Beach except in the fire rings provided by the Association for that purpose. Fires must be completely doused with water immediately after use, and all litter disposed of properly.
- h) **Personal Property** Any personal property left on the beach at any time is done at the owner's risk. Any personal property must be removed from the beach by October 31.

## 10. Amendment and Effect

- a) **Amendment** The Board may make any reasonable change, modification or addition to these restrictions. The Board may, at its option, submit such changes, modification or additions to the members for ratification.


- b) **Binding Effect** These conditions and restrictions shall be binding upon all owners of property within the Association and their families, guests, and tenants.

**11. Definitions**

- a) **Association** The term "Association" shall mean Cobmoosa Shores Association when referring to an entity and the land within the confines of the dedicated plat when referring to an area, as the context demands.
- b) **Owner** The term "Owner" shall refer to the person or persons who own land within the Association and is thereby a member of the Association.
- c) **Board** The term "Board" shall refer to the members of the Board of Trustees of the Association duly elected by the members of the Association.
- d) **Committee or Officer** The terms "Committee" or "Officer" as used throughout these Protective Covenants shall refer to a Committee or Officer appointed by the Board of Trustees.

The undersigned Secretary of Cobmoosa Shores Association hereby certifies that these Protective Covenants were adopted on July 8, 2017, by the Board of Trustees and ratified by the members on that same date. They were further modified by Board action to remove what was formerly Section 1 (Use), Item d (Commercial Business Use) at its meeting on April 10, 2021.

  
Paul G. Jordan, Secretary

  
Prepared by William S. Raffail, Trustee and Chair, Communications Committee

Acknowledged by the signatories before me on the 22<sup>nd</sup> day of October,  
2021.

Signature Jade Pineda  
Printed name Jade Pineda  
Notary public, State of Michigan, County of Muskegon  
My commission expires 11/02/2023

**JADE PINEDA**  
Notary Public, Muskegon County, Michigan  
My Commission Expires 11/02/2023  
Acting in the County of Muskegon

202100007368

**PAUL JORDAN**  
4286 S OTTAWA TRAIL  
SHELBY, MI 49455

Mr. Raffail's address is: 8983 Shawbecoung Trail, Shelby, MI 49455.