

Deed Restrictions – Legacy Preserve

The Perfect Spot Properties, Inc., a Michigan corporation of Grand Haven, Michigan, being the owner of the property hereinafter described, hereby declares that the following building and use restrictions, protective covenants, and easement provisions shall apply to the land described as:

Part of Government Lots 2 and 7, Section 5, Township 20 North, Range 15 West, Meade Township, Mason County, Michigan, as more particularly described in the Survey recorded in Liber _____, Page _____ at the Mason County Register of Deeds Office, also known as Legacy Preserve.

These restrictions, covenants, and easement provisions shall run with the land and shall be binding upon the owner, its successors and assigns, and upon all persons or entities hereafter acquiring any interest in the above-described parcels, together with their respective heirs, successors, and assigns.

1. Purpose - These restrictions are established to preserve the natural beauty, value, and peaceful enjoyment of all properties within *Legacy Preserve*. They are intended to protect the integrity of the land, the surrounding forest, and the experience of all owners, while encouraging stewardship and respect for neighbors and nature alike.

2. Residential Use Only - All lots shall be used for **residential purposes only**.

- No commercial, industrial, or trade activity shall be conducted on any property that disturbs other residents or alters the residential and recreational character of the community.
- Home-based offices or remote work that do not generate additional traffic, noise, or nuisance are permissible.

3. Property Maintenance - All lots and structures shall be kept in good order and appearance.

- Yards must remain free of discarded materials, and or items in disrepair.
- Garbage and refuse must be stored in **sanitary containers**, and no waste materials shall be allowed to accumulate on any lot.

4. Easement and Private Road - A private road easement exists within *Legacy Preserve* to provide access to individual properties.

- This easement is bordered on both sides by the owner of the master parcel; all property owners and their guests shall respect that ownership and the surrounding lands.
- The easement shall be used solely for access to driveways and residences.
- Property owners shall share equally in the cost of **snow removal and routine maintenance** of the private road easement, except for Parcel 1, 2, and 5 which are located on County Line Road, a public county maintained road.

5. Setbacks - All permanent and temporary structures, including fences and fence-type barriers, shall conform to the **setback requirements established by the Mason County Zoning Ordinance and Building Department** for the zoning district in which the parcel is located. No structure or improvement shall be placed within an easement or in violation of any applicable county or township setback regulation.

6. Forest Preservation - The wooded character of *Legacy Preserve* shall be maintained and protected.

- **No clear-cutting or mass cutting** of trees larger than six (6) inches in diameter is permitted, except within designated building areas.

7. Recreational Vehicles, Campers, and Outdoor Storage - Use of campers, recreational vehicles, or temporary dwellings shall comply with the **Mason County Zoning Department's Camping Regulations and Related Special Use Permitting Requirements**.

- No long-term or permanent camping is permitted outside of what is authorized by the Mason County Zoning Department.
- All campers, RVs, and trailers must be in good condition and appearance.
- Outdoor storage of inoperable vehicles, equipment, or machinery is **not permitted**, except when fully enclosed in a garage or accessory building.

8. Nuisances and Disturbances - Owners and guests shall conduct themselves in a manner that respects the peace and enjoyment of all residents.

- Excessive or habitual noise, disruptive activity, or offensive language that interferes with the quiet use of neighboring properties is not permitted.
- Examples of prohibited disturbances include loud parties, vehicle repair work, or persistent offensive odors or emissions.
- Owners must maintain **reasonable control of pets**, preventing excessive barking or aggressive behavior toward other residents or guests.

9. Signs and Advertising - "For Sale", address or similar signs are permitted but must be modest in **size, design, and placement**.

- No other signs, advertisements, or banners may be displayed on any property.

10. Prohibition of Oil and Gas Drilling - For Lots 1 through 13, no oil, gas, or mineral exploration, drilling, extraction, or related surface operations shall be permitted.

11. Structures and Improvements - All new structures, additions, or exterior improvements must:

- Comply with all **Mason County Zoning and Building Department requirements**,
- Be constructed in harmony with the surrounding natural environment, and
- Respect the setback and forest-preservation guidelines stated above.

12. Guest Responsibility and Rental Use - Because *Legacy Preserve* is zoned for **recreational residential use**, no rental restrictions apply. However, property owners are responsible for ensuring that all **guests, renters, and invites** understand and comply with these restrictions.

- Owners are accountable for any nuisance or violation caused by their guests.
- Guests must respect all community standards for noise, conduct, and environmental protection.

13. Compliance with Laws - Owners must comply with all applicable **state and local ordinances**, including zoning, health, safety, and environmental regulations. Violations may be subject to enforcement by the proper authorities.

14. Enforcement and Spirit of Cooperation - These restrictions are intended to be **self-governing**, guided by mutual respect and cooperation among property owners. Owners are encouraged to address concerns directly and courteously with one another before seeking any formal resolution.

15. Duration - These restrictions shall run with the land and remain in effect for the benefit of all current and future property owners within *Legacy Preserve*.

The Perfect Spot Properties, Inc.

By: 

Name: Joe Vanderstelt

Title: President JKU

Date: 2/16/24
3/13/26

STATE OF MICHIGAN)

COUNTY OF MUSKOGON)ss

The foregoing instrument was acknowledged before me on this 13 day of, MARCH 2026, by Joseph Vanderstelt, the Seller of The Perfect Spot Properties, Inc., a Michigan corporation, on behalf of the corporation.

Laura TenBrink

Notary Public, muskegon County, Michigan
My commission expires: 07/31/2028
Acting in muskegon County, Michigan

muskegon