

DECLARATION OF RESTRICTIONS

WHEREAS, SILVER LAKE VILLAGE, INCORPORATED, is the owner of the following described property situated in Golden Township, Oceana County, Michigan, to-wit:

Lots 179 to 231 inclusive, excepting lots 209 and 210, Silver Lake Village No. 2 Plat, Section 29, Town 15 North, Range 18 West, Golden Township, Oceana County, Michigan,

and

WHEREAS, SILVER LAKE VILLAGE, INCORPORATED, is desirous of subjecting the above described property to certain restrictions for the purpose of limiting the use thereof to desirable residential, commercial and other purposes:

NOW, THEREFORE, in consideration of the foregoing, SILVER LAKE VILLAGE, INC., does hereby establish and declare that all of the above described property is subject to the following building and use restrictions:

1. **BUILDING SITES:** A lot, or a lot and a contiguous portion of an adjoining lot or lots may be combined to form one building site.
2. **SIGNS:** No signs "For Sale" or otherwise, shall be placed on any lot at any time without the approval of SILVER LAKE VILLAGE, INC., in writing.
3. **CHARACTER OF BUILDING:** On lots 179 to 231 inclusive, excepting lots 209 and 210, with exceptions hereafter set forth, no building shall be erected on any site in said subdivision except single family dwellings, to be occupied by not more than one family for residence purposes only.

Notwithstanding the foregoing provisions of this paragraph, said lots may be used for mobile homes or other types of trailers or portable living units, providing however, that all such units comply with all sanitation requirements as listed in paragraph 10 below, and in addition thereto, said units shall contain a minimum first floor living area of 480 square feet.

4. **ARCHITECTURAL APPROVAL:** Prior to breaking ground, the exterior plans for any dwelling, mobile unit, or garage, together with whatever descriptions of exterior materials and colors, shall be required, shall be submitted in triplicate and approved in writing by SILVER LAKE VILLAGE, INC., or an architect or agent designated for that purpose. Said plans shall show a grade elevation, location of house, mobile unit, or garage and the location of the well, septic tank and its drain field. Any expense (not exceeding twenty-five dollars (\$25.00)) in connection with the approval set forth in this paragraph shall be borne by the party submitting said plans and description.
5. **BUILDING MATERIALS:** The exterior of the building to be erected on lots in said subdivision shall be of new approved materials such as the following: New or reclaimed brick, painted and plastered masonry, aluminum siding, painted wood siding in board form or painted composition materials in board form, stained or varnished logs or simulated log building materials. The exterior of the building must be completed within one (1) year of beginning of construction.
6. **ROOFING:** Roofs will be of new approved material--shingles in any form will be acceptable but rolled roofing will not be acceptable. Built-up roofing (hot tar process) of construction approved by SILVER LAKE VILLAGE, INC., will be allowed.
7. **GARAGES AND CABANAS:** Exterior materials for a garage or cabana will be the same as those approved in item 5. Said garage or cabana shall be attached to residence unless approval is obtained for other location by SILVER LAKE VILLAGE, INC. Garage may not be used for residential purposes, but may be constructed for the purpose of storage of building materials only after approval of building plans and upon written consent of SILVER LAKE VILLAGE, INC., or its authorized agent.
8. **OCCUPANCY:** Temporary occupancy will be allowed only with written permission by SILVER LAKE VILLAGE, INC., or any of its agents so designated. Camping or tenting on these lots, may, in the sole discretion of SILVER LAKE VILLAGE, INC., be permitted, but such permit, if granted, shall be for a period not to exceed one (1) year. Such permits shall be applied for in writing. SILVER LAKE VILLAGE, INC., reserves the exclusive right to deny any or all applications for temporary occupancy whenever it deems such denials in the best interests of adjoining owners or of the general welfare of the subdivision.
9. **MINIMUM FLOOR AREA OF DWELLING:** All single family residences constructed on these lots will have a minimum first floor area on a one-story building of 480 square feet.
10. **SANITATION:** Sanitation regulations for SILVER LAKE VILLAGE, INC., relative to septic tanks and wells should in general be governed by the sanitation regulations of or approved by SILVER LAKE VILLAGE, INC.
 - (a) **LOCATION:** No portion or part of any septic or disposal system shall be located within 50 feet of any well, spring or any other water supply; or within 10 feet of any lot line. All septic tanks should be at least 5 feet from the footing or foundation and so located as to be accessible for cleaning and inspection.
 - (b) **LAYOUT:** Homesite or mobile home layout showing well, septic tank and septic tank field location shall be approved in writing by SILVER LAKE VILLAGE, INC., or its appointees.
11. **MAINTENANCE OF SITES:** All lots whether improved or unimproved, shall be kept clean, free from debris or refuse and in a presentable condition at all times. SILVER LAKE VILLAGE, INC., or its assigns shall have the right to go into any lot at any reasonable time to clean said lot so that said lot complies with this restriction. The cost of cleaning any lot thereon shall be paid by the owner of such lot to SILVER LAKE VILLAGE, INC.
12. **SET BACK AND SIDE LINE LIMITATIONS:** No buildings or mobile living units shall be placed on any lot so that any portion thereof shall be closer to the street or roadway upon which said lot abuts, either on the front or side, than 20 feet and further, no building shall be located nearer than 5 feet to any side lot line unless other minimums other than as herein stated are fixed and determined by SILVER LAKE VILLAGE, INC.

DECLARATION OF RESTRICTIONS CONTINUED

13. **PETS:** No animals, poultry or other livestock shall be kept or raised on any of said lots, but this covenant shall not be deemed as prohibiting the keeping of a cat, dog or other domestic household pet; provided such pet is properly restrained.
14. **DIVISION FENCES:** Only ornamental fences, not exceeding 4 feet in height, may be erected on the boundary lines of a building site, but the same shall not extend beyond the front building line set back.
15. **EASEMENTS:** Easements are reserved along and within 5 feet of the rear line, front line, and side lines for electric lights, telephones, water mains, sanitary and storm sewers, road drains and other public and quasi-public utilities for construction and perpetual maintenance and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from across said premises to employees of said utilities. Said easement to also extend along any owners side or 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 and cables carried by such pole lines pass over some portions of said lots not within the 5 foot wide strip as long as such lines do not hinder the construction of buildings on any lots in the subdivision.

16. **DOCKS AND BOATS:** A dock is provided adjacent to these lots which may be used by the owners thereof for parking boats. Prior to using said dock, the owner shall obtain a permit for such use from SILVER LAKE VILLAGE, INC., and furnish information regarding boat license number, size, safety equipment, motor size, as well as any other information requested by SILVER LAKE VILLAGE, INC. SILVER LAKE VILLAGE, INC., reserves the right to request that any boat or boats not in daily use be removed from the water and dock area whenever it deems such a request advisable.
17. **USE AND MAINTENANCE OF WATERWAYS:** Posted speed limits for watercraft shall be strictly observed and obeyed. Walking on the banks where no retaining wall or stairway exists is prohibited. Swimming in waterways is prohibited. Placing sand, water, sewage, waste or any foreign materials whatsoever in the waterway or in such a location which might cause it to enter the waterway is prohibited.
18. **RECREATIONAL AREAS:** The undersigned will withhold Lot 40 of SILVER LAKE VILLAGE PLAT and Lots 16, 17 and beach rights to Lot 18 of Shore Acres Plat, from sale and while said lots are so withheld from sale, lots may be used by the owners in this and other SILVER LAKE VILLAGE, INC., subdivisions, now and hereafter platted, at their own risk and expense for picnic and recreational purposes and for access to the waters of Silver Lake. The public is specifically excluded from using these lots for any purpose. When 90% of all lots in SILVER LAKE VILLAGE SUBDIVISION and other subdivisions now or hereafter platted located in Sections 20, 28 and 29, Town 15 North, Range 18 West, Golden Township, Oceana County, Michigan, as to realty owned by SILVER LAKE VILLAGE, INC., have been sold, the owners of lots in SILVER LAKE VILLAGE PLAT and the owners of lots in other subdivisions hereinabove referred to, may form a corporation or association of their members, in manner entitling the organization to hold title to real estate and upon the happening of these events, SILVER LAKE VILLAGE, INC., will then sell and assign, by deed to said corporation or association said Lot 40 of SILVER LAKE VILLAGE and Lots 16, 17 and beach rights of Lot 18 of Shore Acres Plat for the sum of One Dollar (\$1.00) and said lots shall thereafter be used for recreational purposes and access to the waters of Silver Lake.

If said owners fail to incorporate or form an association to hold title to such lots for their common benefit within one (1) year from the notification of their right to receive the deed for said lots, which notification shall be forwarded by United States mail to the last known address of the owners, then, and in that event, the undersigned may dedicate the lots to the public for park and recreational purposes, or may sell the same as residential lots, thereafter to be built upon or used subject to the restrictions in this instrument contained, the same as though the said lot owners had never been given the privilege of acquiring said lots for their own enjoyment.

19. **GENERAL IMPROVEMENT FUND:** The purchaser (which term includes their heirs, representatives, successors or assigns) of lots in this subdivision from SILVER LAKE VILLAGE, INC., its successors or assigns (and excepting such persons or entities as have or may purchase or acquire from SILVER LAKE VILLAGE, INC., its successors and assigns, of the then entire remaining interest in and to the remaining lots contained in said subdivision), shall pay such sum as SILVER LAKE VILLAGE, INC., or its successors and assigns may fix, which may be used at such time and in such manner as SILVER LAKE VILLAGE, INC., its successors or assigns, may at their sole discretion determine to be applied to picnic and recreation area, pool, bathhouse or beach facilities or to the maintenance and improvement of roadways or utilities or such other improvements as may be determined upon.

The sum to be paid as hereinbefore set forth shall not exceed One Dollar (\$1.00) per month per lot unless there is an increase from the date of this agreement shown in the "Consumer's Price Index for Modern Income Families Large Cities" published by the Bureau of Labor Statistics, U.S. Department of Labor, and hereinafter referred to as B.L.S. In the event of such increase as shown in the B.L.S. index from the date hereof, the amount to be paid as hereinbefore set forth may, at the option of SILVER LAKE VILLAGE, INC. be increased in the same proportion as the B.L.S. index has increased as aforesaid.

20. **ENFORCEMENT OF RESTRICTIONS:** If any person shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any other person or persons owning any lot or site in said subdivision to prosecute any proceeding at law or in equity against such person or persons either to prevent them from so doing or to recover damages or other dues for such violation.

The foregoing restrictions shall run with the land and shall be binding upon all lots on SILVER LAKE VILLAGE, INC., SUBDIVISION. Invalidation of any one or more of these restrictions by any Court shall in no way effect any other restrictions which shall remain in full force and effect.