

## 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 1 to 101, inclusive, Silver Lake Village Plat, Government Lots 1 & 2, 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 1 to 101, inclusive, 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, lots numbered 26 to 37, inclusive, may be used for duplex (two-family) dwellings constructed under one roof, providing complete plans shall be submitted and approved by SILVER LAKE VILLAGE, INC.

Notwithstanding the foregoing provisions of this paragraph, lots numbered 38 and 39 may be used for commercial or business purposes, multiple dwellings or for such other uses of a like nature as may be determined at the sale option of SILVER LAKE VILLAGE, INC.

4. **ARCHITECTURAL APPROVAL:** Prior to breaking ground, the exterior plans for any dwelling 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 and garage, if any, 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 descriptions.

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:** Exterior materials for a garage will be the same as those approved in item No. 5. Said garage shall be attached to residence unless approval is obtained for other type of garage 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:** No person shall receive an occupancy permit until at least one bedroom is completed, the water and sanitary facilities are completed and connected and considered to be in good working order. 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, e.g., during periods of construction of a building on a lot, but such permit, if granted, shall be for a period not to exceed 3 years. Such permits shall be applied for in writing and, when granted, shall not be subject to renewal beyond the 3-year limitation. 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:** Lots 1 to 101, inclusive, all single family residences constructed on these lots will have a minimum first floor area on a one-story building of 600 square feet.

Lots 26 to 37, inclusive, all two-family residences constructed on these lots will have a minimum first floor area on a one-story building of 1,000 square feet; on a two-story building 1,200 square feet with a first floor area of 600 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 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 shall be placed on any lot so that any portion thereof shall be closer to the street or roadway or waterway 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.

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 of all lots in this subdivision for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, telephones, water mains, sanitary and storm sewers, road drains, and other public and quasi-public utilities, 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 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 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 may be built and a boat parked in the waterway adjacent to the lot provided the boat is secured tightly from both bow and stern and neither boat nor dock extend more than 8 feet into the waterway from the average shoreline. Boathouses may be built only by special written permission from SILVER LAKE VILLAGE, INC.

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 waterway 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 or 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 lots 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 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.