

RESTRICTIVE COVENANTS

PURSUANT TO the terms of the original Restrictive Covenants recorded for the plat of Five Lakes Subdivision and Five Lakes Subdivision No. 1 in Liber 222 of Deeds on Page 427; recorded for Five Lakes Subdivision No. 2 in Liber 250 of Deeds on Page 534; recorded for Five Lakes Subdivision No. 3 in Liber 256 of Deeds on Page 365; and recorded for Five Lakes Subdivision No. 4 in Liber 257 of Deeds on Page 528, all in Clare County Records, the undersigned property owners hereby amend the Restrictive Covenants to read as follows:

1. All of the lots in Five Lakes Subdivision, Five Lakes Subdivision No. 1, Five Lakes Subdivision No. 2, Five Lakes Subdivision No. 3, and Five Lakes Subdivision No. 4 shall be used and occupied solely as residential property.

2. No structure shall be erected, altered, placed, or permitted to remain on any property situated in the aforesaid Subdivisions other than one detached, single-family dwelling not to exceed two stories in height; a private garage for not more than three cars; a boathouse; and not more than one other outbuilding.

3. No building shall be erected, placed, or altered on any building lot in this Subdivision unless and until the building plans, specifications, and lot plans showing the location of such buildings have been approved in writing by a majority of the Board of Directors of Five Lakes Association, and it being further required that such buildings must be in conformity and harmony of external design with existing structures in the Subdivision, and that the location of the buildings must conform to the property and buildings set back lines set forth in these Restrictive Covenants. If the aforesaid Board of Directors fails to approve or disapprove such design and location within thirty (30) days after the plans have been submitted to it, or if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval shall not be required.

4. All property owners in the aforesaid Subdivisions shall be members of Five Lakes Association, a Michigan non-profit corporation, and said corporation shall have the right to make all decisions affecting the care and upkeep of the private parks and other Association property. Said corporation shall also be empowered to enforce the building and use restrictions herein and to construct and install any additional improvements it may desire on the common property of said plat.

5. That as a condition to ownership, all lot owners shall be subject to reasonable assessment by the Association for the establishment of a fund for improvement and payment of taxes on private property held by the Association, with said assessments being set according to lot holdings and any disagreement as to the amount of assessments or proportionate amount due from any lot owner or owners shall be determined pursuant to the by-laws by the officers of the Association proposing a fee, giving at least thirty (30) days notice to the membership, and the membership voting on the fee to be established for the following year.

6. It is understood that reference to front lot line means lake side of lots.

7. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance to the neighborhood.

8. Each dwelling shall have its own and individual septic tank system for the disposal of sewage, and all sewage shall be disposed of in such system. No septic tank system shall be permitted unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the Michigan Department of Health and no drainage shall be allowed to flow into Five Lakes.

9. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided that they are not a nuisance to wildlife.

10. No lot or part of any lot shall be used or maintained as a dumping ground for rubbish, garbage, trash, junk, or other waste, except that garbage incidental to normal residential use may be stored, until disposed of, in suitable closed containers.

11. All dwellings constructed on any lot in any of the aforesaid Subdivisions shall contain not less than nine hundred fifty (950) square feet of floor space exclusive of porches and garage. All dwellings shall conform to local and State building codes and must be constructed on a permanent foundation that extends below the frost line.

12. All dwellings must have a roof of shingle or other suitable roofing material with at least a 3/12 pitch, so that the buildings are aesthetically compatible in design and appearance to other residences within the Subdivision.

13. All dwellings shall have county building code approved permanent foundations of wood or cement and the dwellings shall be built of brick, brick veneer, frame, stone, steel, cement, or cinder block, or a combination of the above provided that the exterior of a frame, cement, or cinder block structure is painted. The exposed part of a chimney must be constructed of brick, stone, cement, or cinder block, except that metal chimneys must be Underwriter Laboratories approved and covered with suitable exterior material.

14. No travel trailer, tent, barn, or temporary structure shall at any time be used as a residence on any lot in any of the aforesaid Subdivisions, either temporarily or permanently, except that upon application to Five Lakes Association a person constructing a new dwelling may obtain permission in writing to occupy temporary housing while construction is undertaken for a time period not to exceed sixty (60) days. In the event additional time is needed for occupation while construction is underway, a lot owner may apply, for good cause shown, for additional permits for thirty (30) day periods. All permission, to be effective, must be in writing after resolution by the Board of Directors of the Association. No premises shall be occupied without the lot owner having first obtained an occupancy permit from Clare County.

15. No structure shall be moved onto any lot unless it meets with the approval of the Board of Directors of Five Lakes Association, as previously set forth herein, and in any case such structures shall conform to and be in harmony with the existing structures in the Subdivision and shall further be in conformance with all applicable building codes.

16. No billboards or advertising signs other than "For Sale" signs shall be placed on any lot or part thereof without written permission of the Board of Directors of Five Lakes Association.

17. No building shall be located on any of the lots in the Subdivision nearer than ten (10) feet from the back lot line, nor nearer than twenty-five (25) feet from the lake lot line, save and except private boathouses for the exclusive use of the owners nor nearer than six (6) feet to any side lot line; and boathouses or docks shall be constructed only at the time or after residence have been constructed on the lot, and not before.

18. Any fence to be constructed on the property must first be approved by the Board of Directors of Five Lakes Association and no such fence shall be over five (5) feet in height.

19. Invalidity of any one of these Covenants by judgment or court order shall in no way affect any of the other provisions, and all other provisions shall remain in full force and effect.

20. If any lot owner, or any person acting on behalf of a lot owner, or any heirs, successors, or assigns of a lot owner, shall violate or attempt to violate any of the Covenants set forth herein, it shall be lawful for any other person or persons owning any of the lots in said Subdivision or for the Five Lakes Association to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate these Restrictive Covenants in order to prevent them from doing so or to recover damage or other relief for such violation.

21. These Covenants and restrictions shall run with the land and shall be binding on all lot owners, and all persons claiming under them or acting for them, until such time as lot owners may, at their discretion, vote to alter, amend, or terminate these Restrictive Covenants as hereinafter set forth.

22. These Restrictive Covenants may be altered, amended, or terminated by the recording, with the Clare County Register of Deeds, of appropriate documents executed by the owners of record of at least 51% of the lots situated in Five Lakes Subdivision, Five Lakes Subdivision No. 1, Five Lakes Subdivision No. 2, Five Lakes Subdivision No. 3, and Five Lakes Subdivision No. 4.

23. That these Restrictive Covenants shall be recorded, as to each of the aforesaid Subdivisions, at the time that 60% of the lot owners of record properly execute their approval of these Restrictive Covenants and that upon recording these Covenants shall replace the Restrictive Covenants previously in effect. Each Subdivision, upon recording its approval of these Restrictive Covenants, shall join with the other Subdivisions approving these Restrictive Covenants and from such date of recording all Subdivisions which have approved these Restrictive Covenants shall be joined together for purposes of compliance with these Covenants, enforcing these Covenants, and voting upon these Covenants. Any Subdivision which fails to enter into these Restrictive Covenants shall continue under the previous Restrictive Covenants in force and effect and shall be separated from these Restrictive Covenants.