

Declaration of Restrictions

Central Realty Company, a Michigan Corporation of Lansing, Michigan are the developers of the following described property.

Arrow Shores, a subdivision of part of the East ½ of Section 32 and the West ½ of section 33, T 30 N, R 4 W, Hayes Township, Otsego County, Michigan.

And as developers of the above-described plat, it desires to impose the following restrictions:

1. All lots in this subdivision shall be used exclusively for residential purposes except those designed for camping and building lots by Central Realty Company, lots 163 through 182 which may be used for camping with tent or house trailers. Lot owners of any house trailer being used or setting on lots 163 through 182 beyond a 4-week period during one year must have written consent from Central Realty Company. On all other lots, no structure or building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling and private garage.
2. TYPE, SIZE, CONSTRUCTION: Any dwelling erected, placed or altered in any lot in this subdivision must be approved in writing by the Building Control Committee prior to start of constructions. Such approval will be made upon submission of satisfactory plans, including a grid map showing location of structure on the lot. Any structure must conform to the following minimum standards:
 - a. Any residence erected or placed upon any lot in the subdivisions shall have a ground floor area exclusive of one story, open porches, or garages not less than 600 square feet in the case of a one-story building and not less than 600 square feet in the case of a one and one-half story building or not less than 600 square feet in the case of a two-story building.
No split-level shall be erected on any lot with less than 1000 square feet of livable space.
No bi-level shall be erected with less than 1200 square feet.
When attached garages having living quarters above, the said garage shall be considered part of the dwelling to the extent of living quarters situated.
 - b. Any reasonable change, modification or additional to the within restrictions shall be considered by Central Realty Company and if so approved, they will then be submitted in writing to the abutting lot owners, and if so, consented to in writing, shall be recorded and when recorded shall be binding as the original restrictions.
 - c. All construction materials must be new, no building shall be moved into said subdivision, No trailer or mobile home, tent, basement, shack, garage, barn or other building shall be placed or constructed in the subdivision at any time for use as a temporary or permanent residence or for any other purpose except incident to the construction of a dwelling on the premises. The same restrictions pertain to lots 163 through 182 with the exception of the camping clause cited in Section 1 of these restrictions.
 - d. All residences must have private inside bathroom facilities.
 - e. Fences, walls, and hedges, if any, shall be open construction not more than five feet in height and shall not extend in front of the dwelling line.
 - f. All structure shall be completed on the exterior within six (6) months from start of constructions including two (2) coats of paint or varnish on any exterior wood surface, all structures must be completed and site graded, sodded, or seeded and reasonably landscaped within one (1) year from commencement thereof.
During the period of construction, the premises shall be kept and maintained in a sightly and orderly manner.

The Building Control Committee shall consist of three (3) members appointed by the Central Realty Company. The committee may designate one of its members to act on its behalf. In the event of the resignation or death of a member, the remaining members shall appoint a replacement. The Building Control Committee shall approve plans for all structures erected in the subdivision. The Committee may reject any plan because of too great a similarity to nearby existing structures. The Building Control Committee may reject plans because of the location of proposed structure on the lot.

3. No for sale sign or advertising device of any kind shall be erected on any lot except on a new house previously unoccupied which is offered by the developer or the builder.
4. SETBACK: Any structure erected must set back not less than 30 feet from the front lot line and not less than 30 feet from any side street lot line.
5. No dock may be erected without approval of the Building Control Committee.
6. In order to control the use of Buhl Lake Arrowhead and Lake Little Deer and thereby benefit all residents of the lands around the lakes, the waters of Buhl Lake Arrowhead and Lake Little Deer and the lands flowed and covered by the lakes at their highest level or a level that Central Realty Company may use for the betterment of this area. Shall be owned by Central Realty Company, its successors and assigns. Lots which abut or border on the waters of the lakes shall not include any riparian rights in and to said waters, or to the lands below said waters.
7. Buhl lake Arrowhead and Lake Little Deer are designated as private lakes and as such, the right to usage and control remain with the developer or its authorized agent.
8. EASEMENTS for the installation and maintenance of public utilities or drainage facilities are reserved along and within 8 feet of all side lot lines and 10 feet on all rear lines in this subdivision. Such other easements are hereby reserved to enter upon premises if necessary to construct, operate and maintain any other public improvements, pipes, poles, wires, etc, where under or above ground.
It is understood and agreed that it shall not be considered a violation or the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within the 8-foot strip, as long as such lines do not hinder the construction of buildings on any lots in the subdivision.
9. Any tank for the storage of fuel placed or maintained on any lot outside of any building in this subdivision shall be located below the surface of the ground. Outdoor receptacles for ashes and garbage shall be underground or shall be located at least 50 feet to the rear of the front lot line. No refuse pile or unsightly or objectionable material or thing shall be allowed or maintained on any lot in the plat.
10. Owners of unoccupied lots shall at all times keep and maintain their property in this subdivision in an orderly manner causing weeds and other growth to be seasonably cut and prevent accumulation of rubbish and debris on the premises.
11. No business, trade or enterprises of any kind or nature whatsoever shall be conducted or carried on upon any lot or lots in said subdivision, nor shall any animals, birds, fowl or poultry, except common household pets be kept at any time thereon.
12. Any Dwelling and garage on any lot in this subdivision which may in whole or in part be destroyed by fire, windstorm or for any other reason, must be rebuilt or all debris removed, and the lot restored to a sightly condition with reasonable promptness.
13. The Central Realty Company shall have the option to repurchase any property offered for sale in the subdivision. Any owner contemplating a sale of property in this subdivision shall present to Central Realty Company a bona fide purchase agreement executed by his prospective purchaser, The Central Realty Company shall have the option for 30 days to purchase subject property for an equivalent price.
14. In order to maintain and improve the Buhl Lake Arrowhead and Lake Little Deer area, commencing March 1 of each year thereafter, the purchaser of each lot (or titleholder, if title has been conveyed) shall pay \$18.00 to Central Realty Company, its designated successors or assigns, at least half of such fund to be used in the years of collections for park maintenance, lake level regulation and such other purpose that will maintain or improve Arrow Shores area, Annual payments shall be a lien on each lot and it not paid by June 15th of each year, may be denoted by an affidavit recorded with the register of deeds and this lien may be enforced as are real estate mortgages by foreclosure by advertisement or in circuit court.
15. These covenants shall run with the land and shall be binding on all parties claiming under them for a period of 20 years and shall be extended for successive periods of 10 years unless and prior to the expiration of such 10-year period, an instrument signed by the owners of record of a majority of lots in the subdivision has been recorded changing or modifying said covenants in whole or in part. Invalidation of any one of these covenants by judgement or decree shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

Signed and notarized on September 5, 1963.
Liber 96 Page 172 recorded Aug 9, 2004