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P. M. Car Black Register LIBER 138 PAGE 199

DECLARATION OF RESTRICTIONS

WHEREAS, PINNACLE HILL, INC., a Michigan corporation, of Standish, Michigan, hereinafter called the SELLERS, is the owner of the following described property situated in the Township of Deep River, Arenac County, Michigan, To-Wit:

Rifle River Valley Estates, a subdivision of part of the East Half (E $\frac{1}{2}$) of Section 3, Town. 19 North, Range. 4 East,

and,

WHEREAS, Sellers are desirous of subjecting the above described property to certain building and use restrictions for the purpose of limiting the use thereof to desirable residential and commercial purposes;

NOW THEREFORE, in consideration of the foregoing, Sellers do hereby establish and declare that all of the described property is subject to the following building and use restrictions:

1. "BUILDING SITE" is defined as any one or more contiguous platted lots in this subdivision. A part of a numbered lot shall not be a "building site".
2. No building shall be erected on any lot in the described subdivision EXCEPT one (1) single family private dwelling houses to be occupied by one family for residential purposes only. No lot or building in the subdivision shall be used for commercial purposes and no business shall be conducted on any lot at any time, nor shall any lot be dedicated for use by the general public, for profit or otherwise. Subdivider reserves the right, however, to designate one or more lots for commercial lots at a later date.
3. Prior to the commencement of construction of any building or addition to any mobile home, exterior and floor plans of such proposed building shall be submitted in triplicate to the subdivider, or an agent designated for that purpose, for written approval. Such plans shall describe exterior materials to be used and shall show a grade elevation and the location of the building, well, septic tank and drain field, on the site. Accessory buildings may be approved or allowed by the subdivider at its discretion. A fee of up to \$25.00 may be charged by the subdivider to cover its expenses in connection with such examination and approval.
4. All buildings shall have a minimum size of 720 sq. ft. if of one story construction and minimum size of 1000 sq. ft. if of two story construction. Exterior materials shall be limited to brick, painted and plastered masonry, aluminum, painted wood, stained logs, or approved painted wood composition material in board form. Roofs must be of approved material and rolled roofing will not be acceptable. PROVIDED THAT, on lots where mobile homes are permitted, the minimum size of buildings shall be 400 sq. ft.
5. Garages must meet the same construction requirements as dwellings and may not be used for dwelling purposes. Plans must be submitted for written approval of subdivider prior to commencement of construction.
6. Buildings or mobile homes may not be occupied until an occupancy permit has been secured from the subdivider, and such permit will not be issued until at least one bedroom is completed and water and sanitary facilities have been approved,

This Instrument Prepared By
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completed, and in good working order. Camping or Tenting on any lot may be permitted only with the written approval of the subdivider during construction of a building.

7. Side, front and rear set-back lines for buildings and mobile homes will be designated and set by the subdivider at the time of approval of building plans and may vary from lot to lot at the discretion of the subdivider. Only ornamental fences of not more than 4 feet in height may be erected, and only on side lines, and they shall not extend forward of front set-back line.

8. No trailers or mobile homes of any description, whether on wheels or permanent foundations or otherwise, shall be parked, used or stored on any lot in the subdivision. PROVIDED THAT, Mobile homes will be allowed on Lots 30 thru 54, Lots 97 thru 150, and Lots 174 thru 180, SUBJECT TO the additional restrictions setforth below:

(a) Before any mobile home is moved unto any lot it must be inspected and approved, in writing, by the subdivider or his designated agent. The proposed location of the mobile home on the lot shall also be approved, in writing. (In general, only mobile homes which are not more than three (3) years old and contain a minimum of 192 sq. ft. will be approved. This general criteria will not be binding upon the subdivider, however, and mobile homes may be approved or disapproved, whether above or below this general standard, at the sole discretion of the subdivider.)

(b) All other building and use restrictions, including requirements for proper water and sanitary facilities, shall apply in the same manner that they would apply if such mobile home were a dwelling house. The occupancy permit requirement of Paragraph 6 of these restrictions shall apply to mobile homes.

9. The homesite layout, showing well, septic tank, and septic tank field plans, shall be approved, in writing, by the subdivider or his authorized agent. No well or septic tank installation should be started without such written approval. No occupancy of any dwelling, and no parking of any mobile home, will be approved or allowed until proper water and septic tank installations are complete. In general, the subdivider will follow and abide by the terms of the "Proposed Sanitary Code for Health District No. 7" (copies of which are available from the subdivider) and approval will be made by the County Health Department. Outhouses or outdoor toilets are expressly prohibited, EXCEPT upon the written approval of the subdivider.

10. No signs "For Sale" or otherwise shall be placed on any lot at any time without the approval of the subdivider, in writing, except that Seller shall have the right to erect, maintain, and place signs advertising the sale of lots in Rifle River Valley Estate.

11. No animals, poultry or other livestock shall be kept or raised on any lot in the subdivision at any time, EXCEPT that a cat or dog or other domestic pet may be kept, PROVIDED THAT it is properly restrained at all times. With the written approval of the subdivider, a riding horse or horses may be kept, PROVIDED THAT the owner of such horses owns a minimum of 1/2 acre per horse maintained and constructs a barn or corral approved by the subdivider. Plans for such barn or corral should be submitted in writing for approval before commencement of any construction.

LIBER 138 PAGE 201

12. All lots shall be kept clean of debris, refuse, and scrap or junk, and in a presentable condition at all times. The subdivider shall have the right to enter upon any lot at any time to clean the same and costs of cleaning may be charged to the owner. No owner or other person shall permit garbage to accumulate except in covered containers of rodent proof, fly proof and water tight construction. Garbage shall be disposed in a manner which creates neither a nuisance nor a menace to health. The depositing of garbage on the ground or into the river or other body of water is expressly prohibited. All garbage shall be removed twice a week during the months of June, July and August and once a week during the remainder of the year. Disposal must be made at the regular established Township Dumps in accordance with the regulations at the Dumping Grounds.

13. Where ever the term "Subdivider" is used herein it shall mean PINNACLE HILL, INC., of Standish, Michigan, or its successor or assigns. At such time as ninety (90%) percent of the lots in this subdivision are sold, a non-profit association of lot owners may be formed and, after proper formation and organization, the approval functions of the "subdivider" herein contained will pass to such association.

14. Easements are reserved over and across said lots for public utility installations necessary to provide services and conveniences to the owners and occupants of said lands. So far as practical, unless indicated on the recorded plat of said subdivision, said easements shall embrace not more than 6 feet of the front or rear of each lot and not more than 5 feet adjoining the side lot lines. Only division fences may be constructed on the lands reserved as easements, subject to the possibility of their removal or disturbance, if necessary, in the construction, repair or replacement of the utility facilities.

15. 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 proceedings at law or in equity against such person or persons either to prevent them from doing so or to recover damages or other dues for such violation.

16. The Purchasers (which term includes their heirs, representatives, successors or assigns) of lots in this subdivision from Pinnacle Hill, Inc., its successors or assigns (and excepting such persons or entities as may purchase or acquire from Pinnacle Hill, Inc., its successors and assigns, of the entire remaining interest in and to the remaining unsold lots contained in said subdivision), shall pay such sums as the subdivider may fix, which may be used at such time and in such manner as the subdivider may at their sole discretion determine to be applied to recreation club house, winter sports 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 (\$1.00) Dollar per month per lot unless there is an increase from this date shown in the "Consumer's Price Index for Modern Income Families Large Cities" published by the Bureau of Labor Statistic, 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 the subdivider, be increased in the same proportion as the B. L. S. Index has increased as aforesaid.

