



AMENDMENTS TO THE DECLARATION OF RESTRICTIVE COVENANTS

Restrictions for Merry Lake Grandview, Liber 411 Page 367; Merry Lake Eastern Shores, Liber 403 Page 167; Merry Lake Eastern Shores 2, Liber 458 Page 584; Merry Lake Western Heights, Liber 401 Page 302; Respectively

1. **USE** Any structure erected shall be a private residence for use by the owner or occupant. No part of said premises shall be used for commercial or manufacturing purposes.
2. **TEMPORARY STRUCTURES** No trailer, mobile homes, or temporary structure shall be used or stored within the subdivision.
3. **TYPE, SIZE AND CONSTRUCTION**
 - 1) Any dwelling erected, placed or altered on any lot in this subdivision shall have a minimum enclosed living area of 1,100 sq. ft. above grade on ground floor.
 - 2) No dwelling shall be erected in excess of 2 stories above grade. The side which faces the road shall be considered to be the front of any dwelling erected in this subdivision.
 - 3) All construction materials must be new.
 - 4) All residences must have private inside bathroom facilities.
 - 5) All structures shall be completed on the exterior within six (6) months from start of construction including two (2) coats of paint or varnish on any exterior wood surfaces.
 - 6) Exterior walls must be finished with approved siding materials or if concrete block is to be used as an exterior surface, it must be painted with two (2) coats of masonry paint.
 - 7) Any garage erected must conform in appearance to the residence structure on said lot, and must be approved by Building Control Committee.
 - 8) Sewage shall only be disposed of in a Centralized Michigan Department of Health approved Sewage System. Sewage shall mean a combination of the domestic liquid wastes conducted away from residences, business buildings and installations. Domestic liquid waste shall include sink and laundry wastes.
 - 9) No unsightly receptacle for the storage or disposal of garbage or trash shall be placed on any lot in the development.
4. **SETBACK** Any structure erected must be set back not less than 25 ft. from the front lot line and not less than 15 ft. from any side street lot line. Side line setbacks shall not be less than 5 ft.
5. **SIGNS** 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 builder.
6. **MAINTENANCE FUND** In order to maintain and improve the Merry Lake area, commencing September 21, 2007 and on September 21 of each year thereafter the Purchaser of each lot (or title holder, if the title has been conveyed) shall pay \$50.00 to Merry Lake Property Association, its designated successors or assigns, such funds to be used for maintenance and improvement of the Merry Lake area and administrative costs incidental to the management of such account. Annual payments shall be a lien on each lot and if not paid by May 15 of each year may be described in 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.
7. **EASEMENTS** Easements for the installation and maintenance of public utilities or drainage facilities are reserved along and within 6 ft. of all rear, front and side lotlines in this subdivision. Such other easements are hereby reserved to enter upon the premises if necessary to construct, operate and maintain any other public improvement, pipes, poles, wires, etc., whether under or above ground.

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 portion of said lots not within the 6 foot easement.

If an owner of two adjoining lots erect a building in the center of the two lots so that the building sets on the common lot line, the sideline restriction mentioned above shall automatically be inoperative as to the line upon which the building is erected.
8. **VARIANCES** The purpose of these restrictions is to ensure the use of the entire plat for attractive residential purposes, to prevent nuisances, to prevent imperilment of the attractiveness of the property, to maintain the desirability of the community and thereby to secure each property owner the full benefits and enjoyments of his home with no greater restrictions upon the free and undisturbed use of his property than are necessary to ensure the same advantages to other owners.

Any reasonable change, modification or addition to the within restrictions shall be considered by Merry Lake Property Association, 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.
9. **INVALIDATION** 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 ten years unless and prior to the expiration of any such ten 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 judgment or decree shall in no way affect any of the other provisions hereof which shall remain in full force and effect.
10. **ANIMALS** No animals other than domestic house pets under leash or other control will be allowed to be housed or otherwise maintained on the lands included within said subdivision.
11. **BOATS AND MOTORS** In canals and coves the No Wake speed limit shall be a maximum of 2 miles per hour. No water skiing permitted before 9:00 a.m. or after 7:00 p.m.
12. **PRIVATE** Merry Lake is designated as a private lake and as such the right to usage and control remain with Merry Lake Property Association, its successors or assigns. In order to control the use of Merry Lake and thereby benefit all residents of the lands around the lake the waters of Merry lake and the lands normally flowed and covered by the lake at its highest level shall be owned by Merry Lake Property Association, its successors and assigns. Lots which abut or border on the waters of the lake shall not include any riparian rights in and to said waters or to the lands below said waters.
13. **DOCKS** No dock or other structure may be erected within the waters of Merry Lake without approval of the Merry Lake Property Association, its successors or assigns.
14. **BUILDING CONTROL COMMITTEE** The Building Control Committee shall consist of three (3) members appointed by the Merry Lake Property Association. The committee may designate one of its members to act in its behalf. In the event of the resignation or death of any member, the remaining members shall appoint a replacement. The Building Control Committee shall approve plans and specifications for all structures erected in this subdivision. The committee may reject any plan because of too great a similarity to nearby existing structures, or because, in the opinion of the committee the building is improperly placed on the lot.