

RESTRICTIONS, RESERVATIONS AND CONDITIONS OF
"EAGLE LAKE SUBDIVISION"

KNOWN ALL MEN BY THESE PRESENTS, that the owner of all the lots and parcels of land in "Eagle Lake Subdivision", being a Subdivision in part of the Northeast Quarter of Section 31, Township 3 South, Range 14 West, Paw Paw Township, Van Buren County, Michigan, whose name is Eagle Development Company, a Michigan General Partnership, whose address is 6588 Red Arrow Highway, Coloma, Michigan 49038, HEREBY CERTIFIES, COVENANTS AND DECLARES that said lands and premises, and any and all lots or parcels of land therein contained, shall henceforth be subject to the following conditions, covenants and restrictions:

1. All lots shall be used and occupied for residence purposes only, and shall not be occupied for any other purpose.
2. No basement, trailer, tent, garage or other outbuilding shall be used for dwelling purposes on any lot in said plat, temporary or permanent, nor shall any structure of a temporary character be used as a residence thereon. Further, any basement, trailer, tent, garage or outbuilding or temporary structure erected or used by builders or others incident to the erection, alteration or repair of any building in said subdivision shall be promptly removed after such building work has been completed.
3. No house trailer or mobile home shall be used for dwelling or living quarters on any lots or parcels.
4. That no manufacturer, mercantile business or enterprise shall be carried on or conducted on any said lots. Further, that said lots and parcels shall not be used for any purpose which has been declared a nuisance in any court of record, or which may be noxious or offensive by reason of noise or the emission of odor, smoke, gas, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
5. No building or other structure shall be erected, altered or placed on any lot or parcel except one single-family dwelling not to exceed 2 1/2 stories in height. A carport or garage for not less than two or more than three cars and/or utility, storage or tool-room area maybe erected.

(a) That no residence shall be erected on any of said lots or parcels having a ground floor area, exclusive of verandas, open porches (not having exterior walls), garages, breezeways, and patios, of less than 1600 square feet for a one-story dwelling and having less than 2000 square feet for a dwelling of more than one story.

(b) That no residence shall be placed on less than one complete lot as shown on the recorded plat of the subdivision, excepting lot 1 which may have 2 residential sites if approved by Paw Paw Township.

6. That said garage facilities shall have the same exterior construction as the dwelling.

No composition materials or imitation design shall be used as an exterior siding and the use of concrete block for exterior walls, other than foundations, shall be strictly forbidden. Every building erected on said premises shall be roofed with shingles or tile or pitch-and-gravel roofing and no rolled roofing shall be applied as an external roofing surface.

This document prepared by:
Phillip Dell Nadeau
6588 Red Arrow Highway
Coloma, MI 49038

Phillip Dell Nadeau

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7. Construction of each dwelling must be completed on the outside or exterior thereof within one year from date of construction is commenced, and all workmanship shall be done in a first-class workmanlike manner; further, that no home incompleat: as to exterior shall be occupied nor shall the same be used for a temporary or permanent residence.
8. That no building shall be erected, placed or altered on any of said above-described lots until the building plan, specifications and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by the owners, or by a representative designated by said owners. In the event the owners' designated representative fails to approve of or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to the owner, or in the event that no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required, and this covenant will be deemed to have been fully complied with.
9. All wells shall be drilled by a well driller licensed by the State of Michigan, to a depth of not less than 65 feet or through an impervious clay layer at least 10 feet in thickness, and a complete well form for each such potable water well shall be submitted to the County Health Department within sixty (60) days following completion of such well.
10. No person shall begin construction or location of any habitable building without first obtaining a sewage disposal construction permit from the Van Buren County Health Department.
11. All the lots which face Eagle Lake must place their sewage disposal systems and maintain sufficient replacement areas to the back of their homes, away from the Lake.
12. No horses, swine, poultry, goats or cattle or other animals than household pets shall be maintained on any of said lots or parcels, nor shall any of said lots be used for purposes of animal husbandry, farming or agriculture.
13. Property owners agree to keep all refuse, such as garbage and all waste, in covered receptacles and must keep said property in clean and presentable conditions at all times. All incinerators or other equipment for the disposal of such material shall be kept in a clean and sanitary condition, and no rubbish or trash or any other matter shall be burned in any street.
14. No hunting or target practice with firearms shall be allowed upon any of the premises in said subdivision.
15. All drainage ditches and structures whether located in roadways or otherwise, have been constructed in accordance with the Van Buren County Road Commission and the Van Buren County Drain Commission requirements. No roadway or drainage ditches shall be altered or allowed to fill so as to impede the flow of storm water and culverts of adequate size shall be installed under drives and other locations where necessary so as not to impede the flow of storm water. Should a property owner cause or be responsible for causing conditions which do impede the flow of storm water and fails to correct said conditions upon

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request, any governing authority including the Van Buren County Road Commission or the Van Buren County Drain Commission shall have the right to take the necessary corrective action and may assess the costs thereof to the property owner or owners of record.

16. The 100-year flood plain elevation for Eagle Lake is 757.5' (NGV datum). The flood plain elevation was determined from previous platting activity on the Lake.

Building restrictions imposed by Sections (c) through (g) of R560.304 of the Rules adopted by the Department of Natural Resources are as follows and will be observed in perpetuity and that no filling or occupation of the flood plain area will be allowed without prior written approval from the Department of Natural Resources. These restrictions apply to any building used or capable of being used for residential purposes and occupancy within or affected by the floodplain. This restriction is excluded from any time limitation and may not be amended.

(c) Have lower floors, excluding basements, not lower than the elevation of the contour defining the flood plain limits.

(d) Have openings into the basement not lower than the elevation of the contour defining the flood plain limits.

(e) Have basement walls and floors, below the elevation of the contour defining the flood plain limits, watertight and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the flood plain limits following methods and procedures outlined in Chapter 5, type A construction and Chapter 6 for class 1 loads found in "Flood Proofing Regulations" EP 1165-314 prepared by the Office of the Chief of Engineers, U.S. Army, Washington D.C., June 1972. Figure 5, Page 14.5 of the regulations show typical foundation drainage and waterproofing details. This document is available, at no cost, from the Department of Natural Resources' Engineering-Water Management Division, Stevens T. Mason Building, P.O. Box 30028, Lansing, Michigan 48909, or Department of the Army, Corps of Engineers, Publications Depot, 890 S. Pickett, Alexandria, Virginia 22304.

(f) Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building

(g) Be properly anchored to prevent flotation.

17. If any owner or owners of any lot or lots in said subdivisions shall violate any of the covenants, conditions or restrictions herein contained, it shall be lawful for any person or persons owning any lot at any time to prosecute any proceeding in a court of competent jurisdiction against the person or persons violating or attempting to violate any such covenant, condition or restriction and to prevent him or them from doing so, or to recover damages or other dues from such violation.

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18. Invalidation of any of one of these covenants, conditions or restrictions by judgement or court order shall in no way effect any of the other provisions, which shall remain in full force and effect. No failure on the part of the parties hereto, their heirs, personal representatives, successors or assigns, nor on the part of the owner or owners of any lot from time to time to enforce any of the covenants, conditions or restrictions herein contained at the time of a violation thereof shall be deemed a waiver of the right to do so thereafter, nor shall such failure to be deemed to waive subsequent violations thereof.

19 These covenants, conditions and restrictions, and each of them, shall run with the land and be binding upon the parties hereto, and upon all persons claiming through or under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless at any time by agreement of the owners of a majority of the total number of said lots it is agreed to modify, change or terminate said covenants, conditions and restrictions in whole or in part, excepting therefrom restriction number 16 which shall be excluded from time limitation and may not be amended.

IN WITNESS WHEREOF, Eagle Development Company, a Michigan General Partnership, sets its hand and seal this 10th day of March, 1987.

Signed, Sealed and
Delivered in Presence of

Darlene L. Roach
Darlene L. Roach

Deborah A. Wood
Deborah A. Wood

EAGLE DEVELOPMENT COMPANY
a Michigan Limited Partnership

Phillip Dell Nadeau
Phillip Dell Nadeau
General Partner

Rolando Fajardo
Rolando Fajardo
General Partner

STATE OF MICHIGAN
COUNTY OF Barrien

The foregoing instrument was acknowledged before me this 10th day of March, 1987, by Phillip Dell Nadeau and Rolando Fajardo, General Partners of Eagle Development Company, a Michigan General Partnership, on behalf of the partnership.

James S. Cottier
James S. Cottier

Notary Public
Barrien County, Michigan
My Commission expires: 3/18/89

Restrictive covenants 9, 10, and 11 fully comply with the requirements of the Van Buren County Health Department's letter of Preliminary Plat approval dated February 27, 1987.

Debra K. Bujack
Debra K. Bujack
Public Health Sanitarian