

Unofficial Version of

# Declaration of Restrictions as to: Forest Lake Subdivision (as Amended)

Created on 7/15/2013 for Readability and Ease of Printing (on 8.5 x 11 inch, letter-sized paper)

Updated on 9/28/2021 for Amendment 5

Updated on 7/20/2024 for Amendment 6

As recorded in Macomb County Michigan records:

Liber 04779 Pages 533-541    Original Declaration of Restrictions

Liber 06294 Page 515        Amendment 1

Liber 07451 Page 103       Amendment 2

Liber 07451 Page 102       Amendment 3

Liber 22218 Page 381        Amendment 4

Liber 28046 Page 895       Amendment 5

Liber 29675 Page 351       Amendment 6

This document was created via character recognition and subsequent editing of a compilation of images that were obtained from the Macomb County Register of Deeds. Formatting will differ somewhat from the original documents, although the content should be the same (to the best of the abilities of the editor. No guarantee is made or implied). The originals contained a number of typographical errors. Where such errors were obvious, they have been corrected in this unofficial version (these corrections are not shown as edits)

Where there is any difference between this document and the documents filed with Macomb County, the filed documents take precedence.

Amendments to the original Restrictions are marked as edits to the original text. Deleted text is stricken and new text underlined. Change bars appear in the margin to indicate these areas.

Edited by Gary Bejcek  
8960 Orchard Drive

DECLARATION OF RESTRICTIONS

AS TO: FOREST LAKE SUBDIVISION

This declaration made this 12<sup>th</sup> day of September, 1989, D. & T. Construction Company, a Michigan Co-Partnership and OGAD, A Michigan Corporation, as proprietors, 15399 Canal Road, Mt. Clemens, MI, 40844, hereinafter referred to as First Party.

WITNESSETH:

WHEREAS,

FOREST LAKE SUBDIVISION

Part of South 1/2 of Section 22, Town 3 North, Range 12 East, described as: Beginning at a point 215.34 feet South 89 degrees 09 minutes 07 seconds East along the South line of Section 22 from the South 1/4 corner of said Section 22, said line also being the centerline of 22 Mile Road (120 feet wide) right of way; thence North 00 degrees 50 minutes 51 seconds East 210.05 feet; thence North 89 degrees 09 minutes 07 seconds West 188.85 feet; thence North 38 degrees 18 minutes 54 seconds West 28.90 feet; thence North 89 degrees 05 minutes 10 seconds West 690.00 Feet; thence North 04 degrees 54 minutes 31 seconds East 1096.47 feet along the Easterly line of Munrovia Van Dyke Farms, as recorded in liber 19, page 5, Macomb County Records, said line recorded as (North 04 degrees 42 minutes 00 seconds East); thence South 89 degrees 10 minutes 00 seconds East 592.23 feet; thence South 88 degrees 51 minutes 39 seconds East 630.80 feet; thence South 00 Degrees 02 minutes 03 seconds West 1324.04 feet to the South line of said Section 22, said line also being the centerline of 22 Mile Road (120 feet wide right of way); thence North 89 degrees 09 minutes 07 Seconds West 422.37 feet along said line to the point of beginning and containing 34.221 acres of land and containing 70 lots, numbered 1 thru 70, both inclusive.

WHEREAS, the said Plat of said subdivision having been duly approved by proper governmental authorities has been recorded in the office of the Register of Deeds for Macomb County, in Liber 89, on pages 18 thru 23.

WHEREAS, it is the purpose and intention of the declaration that all of the lots in said subdivision shall be conveyed by First Party subject to reservation, easements, use and building restrictions provided to establish a general plan of uniform restrictions in respect to said subdivision, and to insure the purchasers of lots therein use of the property for attractive residential purposes and to secure to each a lot owner full benefit and enjoyment of his home and to preserve the general character of the neighborhood.

WHEREAS, there are contained on this property certain natural resources that shall be restricted for the ecological benefit to the general public, it is the intent of the First Party to enforce certain restrictions IT IS HEREBY DECLARED that the following general restrictions are covenants running with the land, binding on the heirs, personal representatives, successors and assigns of First Party, and the purchasers of all present and future lots in said subdivision, for the time limited in this instrument:

1. No building or other structure shall be erected, altered moved onto or permitted on any lot in Forest Lake Subdivision other than a single family dwelling house with an attached or integral garage, provided that a garden tool shed, swimming pool, tennis court, badminton court, wall or fences and such other auxiliary construction as in the written opinion of First Party are in harmony and in conformance with the character and aesthetics of Forest Lake Subdivision, and these restrictions, may be erected in such manner and location as First Party in its sole and absolute discretion may permit in writing. ~~The only acceptable fencing will be around an in-ground pool and~~ Fencing must be approved by the architectural control committee, in writing, prior to installation. All attached or integral garages shall be designed and constructed of the same material as the dwelling and shall conform to the same architectural design. Such single family dwelling house shall be designed and erected for occupation by, and occupied by, one (1) single family. A family shall mean one person or a group of two or more persons, living together and interrelated by bonds of consanguinity, marriage, or legal adoption.
2. In addition to the general restrictions contained herein, no building or structure shall be erected, altered, or permitted on any part of Forest Lake Subdivision except it shall also conform to the provisions of any zoning ordinance enacted by any township, village, city, or county wherein such part of Forest Lake Subdivision may be situated which may be applicable and in effect at the time of actual construction; provided, that any departure or deviation from the provision of such zoning ordinance permitted as provided by and in accordance with said ordinance may be made with the

approval in writing of First Party but not otherwise, and provided further, than no approval of any such departure or deviation shall constitute approval of departure or deviation from any provision of these restrictions other than the requirement of this paragraph.

3. No family shall either before or after the completion of their dwelling house, live in any temporary or detached structure or vehicle of any kind of any manner.
4. No single family dwelling house shall be permitted, erected or altered on any lot in Forest Lake Subdivision unless it shall have such area and be of such size as hereinafter set forth:
  - A. a one-floor dwelling (one which has 85% or more of its livable heated and enclosed area on the main or ground floor) shall have not less than ~~2,000~~2,400~~2,600~~ square feet of finished living area on such main or ground floor level.
  - B. a one and one half story dwelling (one which has its principal living, dining and service areas and, optionally, a portion of its sleeping areas on the main or ground floor and additional sleeping or living areas on a level directly above such main floor) shall not have less than 1100 square feet of finished living area on said main floor and not less than 700 square feet on the level directly above such main floor. A one and a half story dwelling shall not have less than 2600 square feet of finished living area.
  - C. a two story dwelling (one which has its principal living, dining and service areas on the main or ground floor, and additional living or sleeping area on a level directly above such main floor) shall have not less than 1400 square feet of finished living area on said main floor and not less than 1200 square feet on the level directly above such main floor.
  - D. a tri-level or multi-level dwelling (one which has its principal living, dining and service areas on the main or ground floor level and additional living and sleeping areas adjacent to and above or below such main floor level) shall have not less than a total of 1600 square feet of finished living area on the main or ground floor combined with the square foot area of the first level above such main or ground floor area. Said 1600 square feet shall not include areas below such main or ground floor area and not fully visible from the road or street upon which such residence faces its front elevation. Overall size shall be 2600 square feet minimum.
  - E. “Service Areas” As used herein shall mean the area utilized for the preparation, storage, refrigeration and cooking of food or drink, for laundry purposes and similar domestic activities.

- F. “Main or ground floor level” As herein shall mean the floor or level which is at substantially grade level of the entrance facing the road or street on which such dwelling fronts.
  - G. “Main or ground floor level” As used herein shall mean the floor or level which is at substantially grade level of the entrance facing the road or street on which such dwelling fronts.
  - H. “Living area” As used herein shall include the actual area within the outer surfaces of the outside walls, excluding areas in any garage, basement, unheated porch, breezeway or entrance way, but may include any finished and heated living area which is above such enclosed or unheated porch, basement, breezeway, or garage.
5. All plans of buildings to be constructed and finished grades shall be submitted to the First Party for inspection prior to beginning any construction. A copy of such plan is to be lodged permanently with First Party, and the Township of Shelby, Michigan or its successor, who shall not give their written approval of any such proposed dwelling, finished grades or other construction unless in their opinion, upon being completed in accordance with such plan and specifications, such dwelling or construction shown thereby will comply in all respects with the restrictions set forth herein and the external design, color and materials and location thereof will be in harmony with the character and aesthetics of the topography and grade elevations, not only of the lot upon which the proposed construction is to take place, but also of the neighboring lots and structures. It is understood and agreed that the purpose of this paragraph is to cause the platted lands to develop into a beautiful, harmonious high-quality private residential section, and if a disagreement on the points set forth in this paragraph should arise, the mutual decision of First Party or its successor shall control.
6. The erection of any new building structures authorized as provided herein and the re-erection, re-building or repair of any of such structures damaged by fire or other casualty shall be pushed to completion as rapidly as possible pursuant to plans and specifications as approved herein and which shall include a schedule of specifications and construction which will indicate an approximate date for the substantial completion of premises. Should the owner fail to make substantial progress for a period of six (6) months, then First Party is hereby authorized and empowered either to tear down and clear from the premises the uncompleted portion of such structures, or to complete the same, at their discretion and in either event all reasonable expenses incurred shall be charged against the land against the owner’s interest therein and shall be a lien upon said land, premises and interest and enforced as provided herein.

7. All unused building materials and temporary construction shall be removed within sixty (60) days after substantial completion of the construction. The portion of the surface the earth which is disturbed by excavation and other construction work shall be finished, graded and seeded, sodded, or covered with other landscaping as soon as construction work, and weather permits. The surface shoulders, ditches, and back slopes of all roads shall be restored to the same condition as when construction commenced and any repairs or remedial work required by First Party or the Public Road authorities shall be done promptly and at the entire expense of the lot owner.
8.
  - A. Easements and rights-of-way for drainage purposes are hereby reserved as shown on the recorded plat.
  - B. The appropriate governmental agency or its authorized representative shall have the right to enter upon the drainage area for purposes of maintenance and repair of the same, including the right of ingress and egress over and across the properties of adjoining land owners.
  - C. The appropriate governmental agency shall have the right to assess all of the lots in the subdivision on an equal basis for necessary maintenance and repair costs and expenses related to such drainage easements.
  - D. The easements and restrictions concerning drainage shall continue in full force and effect and in no way be deleted or diminished except upon approval of the Macomb County Department of Public Works, and/or the Township of Shelby, Michigan and including circuit court approval.
9. No part of any building or structure erected on any lot shall be nearer to the front street line than Thirty (30) feet, nor nearer than Ten (10) feet on one side of lot and Ten (10) feet on the other side with a total minimum of Twenty (20) feet and with a minimum distance of Ten (10) feet between structures, nor nearer than Forty (40) feet to the rear lot line.
10. Every lot owner shall promptly dispose of all his refuse and garbage so that it will not be objectionable to neighboring lot owners. No outside storage for refuse or garbage or outside incinerator shall be built, maintained, or used. No household trash, paper, boxed garbage, or other refuse shall be burned, collected, or permanently accumulated or stored on any lot. Any temporary storage prior to pick-up shall be placed in containers or receptacles specifically provided for that purpose and concealed from public view. Such containers may not be placed by the roadside for

collection for more than twelve (12) hours prior to pick-up, and shall be removed from public view within twelve (12) hours after pick-up.

11. No television or radio antennas, other or larger than normal and conventional type usually attached to dwellings for Detroit Metropolitan reception (with a mast not exceeding eight (8) feet in height and a beam not exceeding six (6) feet in width) shall be erected on or attached to any structure or installed in or upon any land without the prior written consent of the Association as hereinafter referred to. ~~No-disk-type-receivers-will-be-permitted.~~ Satellite dishes will be permitted if they are 18” or less in size. It is understood that they be installed where the best reception is obtained in an inconspicuous site as possible.
12. No boat(s), tractor(s), airplane(s), mobile home(s), pick-up(s), camper(s), automobile(s), trailer(s), truck(s), or other such bulky vehicles, or tools or mechanical equipment of like kind, shall be repaired, reconditioned, sold or manufactured on any lot in Forest Lake Subdivision, nor shall they be even parked thereon for more than ~~twelve (12)~~seventy-two (72) consecutive hours. In no event shall any motorized vehicle be parked restored, on the premises when not in use unless concealed in a closed garage structure of a size to accommodate not less than two (2) such motorized vehicles.
13. No signs, posters, billboards or other advertising devices or symbols shall be erected or displayed on any lot, structure or fences therein, except one (and on more) “For Sale” or “For Lease” painted sign not to exceed four (4) square feet in area, advertising a single lot or dwelling for sale or lease; provided, that signs of larger size may be erected and displayed by First Party or builder’s models advertising the initial sale of lots. Such signs as may be permitted, must be maintained in good condition at all times.
14. No chickens, fowl, livestock, bees or other animals shall be kept or maintained in Forest Lake Subdivision, except for dogs, cats, and birds contained in a cage inside the dwelling, kept by an owner of a lot and members of his immediate family in residence as personal pets, but not for commercial or breeding purposes. Any such pets shall have such care as not to be obnoxious or offensive on account of noise, odor, or unsanitary conditions, and shall always be confined within the rear yard and never turned loose to roam free in the subdivision. No savage or dangerous animals shall be kept or maintained on said premises at any time.
15. There are hereby reserved unto First Party, their heirs, successors, personal representatives, and assigns, easements and right-of-way as shown on the recorded plat for the installation and

maintenance of drains, wires, pipes, pole guy wires or conduits for supplying drainage, electricity, light, gas, water, heat, or any public or quasi-public utility deemed necessary by First Party or any governmental authority having jurisdiction. The use of said easements or rights-of-way may be licensed or allowed to any firm or corporation which shall furnish such service.

It is the intent and purpose of First Party to have all utilities, electric distribution lines, and telephone lines installed underground instead of overhead and to provide for certain rights and benefits to the utilities furnishing said service underground.

First Party hereby declares that said premises shall be held, transferred, sold and conveyed subject to the restrictions, covenants, reservations, easements, charges, obligations, and powers as follows:

- A. Private easements for public utilities have been granted on the plat of Forest Lake Subdivision
- B. No excavations (except for public utility purposes), no changes of finished grade, and no structures or apparatus of any kind (except small portable structures without foundations) shall be allowed within the platted public utility easements of the subdivision. Except as provided herein, the owner shall have the right to make any use of land, subject to such easement, which is not inconsistent with the right of the utility; the public utilities shall have the right to trim or remove any trees, bushes, or other plants, of any kind outside of said easement which, in the sole opinion of the utilities, interferes with the facilities thereto or is necessary for the installation, reinstallation, repair, maintenance, or removal of their facilities in any public utility easement of the subdivision. The trimming or removal of such trees, shrubs, or plants of any kind by a public utility for the purpose set forth above shall be without liability to the utility. No structures with or without foundations are to be placed in drainage easements.

16.

- A. There is hereby established the Forest Lake Subdivision Homeowners Association, (hereinafter referred to as the association) a lot owners association consisting of all lot owners of lots in Forest Lake Subdivision.
- B. Membership in the Association shall be mandatory for each lot owner.
- C. A member shall be defined as every person or entity who is a record owner of a fee or undivided fee interest in any lot included within the purview of the subdivision, but not including owners who have sold their interest under executory land contract or by purchase



money mortgage. During such time as land contract or purchase money mortgage is in force, the land contract or purchase money mortgage purchaser shall be considered to be the member of the association.

- D. The Association may be organized as a non-profit corporation under the laws of the State of Michigan. The Association shall have such powers as are granted to it by this DECLARATION, plus those powers that are hereafter conveyed and assigned to it by First Party, plus those powers as set forth in its Articles of Incorporation, By-Laws, and supplemental rules and Regulations.
- E. The association shall adapt and enforce stringent Rules and regulations to carry out the purposes and intent of the DECLARATION. The Association shall assess lot owners for maintenance and improvements in common areas and otherwise as permitted under any articles of incorporation by-laws, supplemental Rules, and Regulations.
- F. In addition to any assessments that may be assessed by the Homeowners Association which applies to all the properties and which are to defray all expenses of the association, except lake expenses, the owners of lot numbers 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, and 70 will pay an additional amount that shall be assessed exclusively for lake maintenance, as determined by the Board Of Directors.
- G. The Board of Directors may determine capital improvements of the lake area, and levy a special assessment against the owners of the lots listed above for the capital improvement of the lake area, upon approval of a majority of the lot owners of the lots listed above.
- H. The access, and use of the lake shall be restricted exclusively to lots specifically enumerated in paragraph F.

- Invited guests of the Lakefront Homeowners may use lake privileges on the homeowner's premises, only when the Lakefront Homeowner, or a Lakefront Homeowner's adult child, is in residence.
- Invited children guests may use lake privileges on the homeowner's premises, only when the Lakefront Homeowner, or a Lakefront Homeowner's adult child, is in residence, and the invited children are being chaperoned/supervised by an adult.

17. In the event any part or provisions of the Restrictions contained in this DECLARATION should be held ineffective or invalid for any reason by waiver, judgment, decree or other court order or otherwise, all other parts and provisions of these restrictions shall nevertheless remain in full force and effect.
18. By his acceptance of title, each lot owner shall be held to vest in First Party and/or the Township of Macomb, Michigan, or its successor and they shall be deemed to have the right and power in their own name to take, prosecute, and enforce pursuant to act 288 of P. A. of 1967, all suits-legal, equitable or otherwise, which they may deem necessary or advisable. Upon violation of any restriction or breach of any covenant of the Articles of Incorporation, By-Laws or duly adopted Rules and Regulations of the association including but not limited to the collection of the maintenance charge or any other sums owed to them by a lot owner, First Party or its successor may enforce them by a suit for money judgment, by recording an Affidavit of their Lien for Nonpayment of Assessment, Foreclosure of the lien securing payment, or by an action in equity seeking a mandatory injunction, and the exercise of any one or more of them shall not be deemed to constitute an election of remedies. Homeowners are responsible for paying attorney fees, lien fees and any other expenses that are incurred when a lien is placed on their property. Remedies against any one lot owner which exceed \$500.00 shall require approval of a quorum of the association. In addition to all other remedies, the Association may enter upon the land as to which such violation or breach exists, and summarily abate and remove at the expense of the owner thereof any construction or other violation that may be or exist thereon contrary to the intent and provisions hereof and First Party and/or Township of Shelby, or its successor shall not thereby become liable for trespass, abatement, removal or in any other manner. Failure of First Party and/or Township of Shelby, Michigan, or its successor to complain of any act or omission on the part of a lot owner no matter how long the same may continue, shall not be deemed to be a waiver by them of any of their rights hereunder. Any and all rights and remedies which First Party and/or Township of Shelby, Michigan, or its successor may have under the DECLARATION or by operation of law, either at law or in equity, upon any violation or breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other and no one of them, whether exercised by First Party and/or the Township of Shelby, Michigan, or its successor or not, shall be deemed to be in exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time. If a lot owner makes any payment of any amount less than that due hereunder, the association without

notice may accept, the same payment on account; the Association shall not be deemed bound by any notation on any check involving such payment nor any settlement in any accompanying letter.

19. All of the restrictions, conditions, covenants, charges, easements and agreements herein contained shall exist until December 31, 2004, and shall automatically be continued thereafter for successive periods of fifteen (15) years each; provided, however, that the owners of the fee simple title of Seventy-Five percent (75%) or more of the lots in said subdivision may release all or part of said lots from all or any portion of these restrictions on December 31, 2004, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same in the office of the Register of Deeds of Macomb County, Michigan, or before December 31 1998; and provided further that the owners of the fee simple title of seventy-five percent (75%) or more of the lots in said subdivision may release all or part of said lots from all or any portion of these restrictions at the end of such successive fifteen (15) year period by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same in the Office of the Register of Deeds of Macomb County, Michigan, or before December 31, 1999, provided further that the owners of the fee simple title of seventy-five percent (75%) or more of the lots in said subdivision may release all or part of said lots from all or any portion of these restrictions at the end of such successive fifteen (15) year period by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same in the Office of the Register of Deeds for Macomb County at least five (5) years prior to the expiration of any such fifteen (15) year period.
20. The Masculine pronouns and relative words used in this agreement shall be read as though written in masculine, feminine, neuter or plural form respectively as the context requires or permits.
21. First Party may from time to time designate an agent to receive plans and specifications required to be delivered to it hereunder. Appropriate written notice thereof shall be addressed by ordinary mail to each owner of record of each lot and to each purchaser under an executory land contract or purchase money mortgage.
22. First Party may at any time assign and convey all or part of its reserved rights, powers, privileges and duties which are herein reserved to Forest Lake Subdivision and upon the execution and recording of the appropriate instruments of appointment the Association shall thereupon have and exercise all the rights, powers, privileges, and duties so assigned and First Party shall be fully

released and discharged from further obligations and responsibilities in connection therewith. At such time as First Party no longer owns more than Seventy-Five Percent (75%) it shall, notwithstanding anything else herein contained, upon the request of the majority of the lot owners make such assignment of all such rights held by it.

23. Fences are not to extend into any open drain easement, if shown on the plat.

24. The Developers agree that lots number 30, 31, and 32 of the Forest Lake Subdivision will not be disturbed, built on, or altered until a permit is received from the DNR, as it pertains to wetlands on these lots.

25. DEPARTMENT OF NATURAL RESOURCES RESTRICTIONS FOR FOREST LAKE  
SUBDIVISION:

- A. No filling or occupation of the flood plain area, as defined on the recorded plat, will be allowed without the approval of the Department of Natural resources.
- B. The floodplain restrictions contained herein shall be observed in perpetuity, excluded from any time limitations set forth in the declaration, and may not be amended.
- C. All buildings used or capable of being used for residential purposes and occupancy on lots which are affected by the 100 year flood plain elevation 650.10 NGVD, as established by the Department of Natural Resources, State of Michigan shall:
  - 1) Have lower floors, excluding basements, not lower than the contour defining the flood plain limits.
  - 2) Have openings into the basement not lower than the elevation of the contour defining the flood plain limits.
  - 3) Be equipped with positive means of preventing sewer back-up from sewer lines and drains which serve the building and be constructed with foundation drains and sump pumps.
  - 4) Have basements walls and floors, if below the elevation defining the flood limits, which are watertight and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the floodplain limits.
  - 5) Be properly anchored to prevent flotation.

26. Docks may be built on any lake lot, as desired by owner. Dock must be built within property boundaries and may not extent more than 10 (ten) feet into the water.

27. No motor operated devices, including but not restricted to, boats, jet skis, snowmobiles, motorcycles or all terrain vehicles, may be used on the lake. The does not include hand-operated, battery powered toys.

28. First amendment changed 4.B. to a minimum of 2400 sq. ft. 4.B. was subsequently changed to 2600 sq. ft by amendment three (see 34. below and amended text in 4.B.

29. The Association shall have the right to assess each property owner an amount equal to 10% of their annual maintenance fee and special assessment for delinquency of such fees. Delinquency charges shall be 10% per month (maximum 50%) of the maintenance fee and special assessment. Maintenance fee charges shall become delinquent and be assessed the 16<sup>th</sup> day following the maintenance fee due date.

30. See amended text in 11.

31. See amended text in 11.

32. See amended text in 18.

33. See amended text in 4.A.

34. See amended text in 4.B.

35. See amended text in 12.

36. See amended text in 16.H.

37. See amended text in 1.

38.

A. Violation of any of the lake specific restrictions found in paragraphs 16.H., 26. and 27 is subject to a fine. The first violation of each specific lake restriction will result in a warning to the lot owner upon whose lot the violation took place. A second violation of the same restriction on the same lot will result in a \$50 fine assessed against the lot owner. A third violation of the same lake specific restriction on the same lot will result in an additional \$100 fine assessed against the lot owner. Each subsequent violation of the same lake specific restriction on the same lot will result in a new fine that is \$100 greater than the previous fine.

B. The Association shall have the right to assess the lot owner late fees for the delinquency of any fine. Delinquency charges shall be 10% per month (maximum of 50%) of the fine. The fine shall become delinquent and late fees added the 16<sup>th</sup> day following the fine due date and every 30 days thereafter that the fine remains unpaid (up to a maximum of 50% of the fine)