

STATE OF MICHIGAN Allegan County
Bob Genetski Register of Deeds

RECORDED

November 13, 2017 11:42:10 AM

Liber 4195 Page 185-190 RESTR
FEE: \$30.00



Liber 4195 Page 185 #2017021452

RESTRICTED COVENANTS

SYLVAN
MEADOWS

BAY SHORES LAND CO., a Michigan Corporation, also known as SYLVAN MEADOWS and formerly named MAES SYLVAN SHORES, INC and ROBERT E MAES, JR. Trustee of the ROBERT EMIL MAES, JR uma/d October 4, 2106 (Colle±vey to as "OWNER'), being the owners of all of the parcels of land (individually "LOT", collectively "LOTS") in the development known as SYLVAN MEADOWS (the "DEVELOPMENT") which lots are described in the Survey thereof recorded in the Office of the Register of Deeds for Allegan County, Michigan, on the 20th day of June, 2001, in liber 2076, at Pages 556 through 560, do hereby make the following declarations of conditions, restrictions, covenants and charges which shall apply to all of the aforesaid LOTS, and shall inure to the benefit of the owners of said LOTS from time to time, and shall run with the land and shall continue

FOREVER,

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1.USE OF LOTS use ofall LOTS shall be limited to single-family residential purposes only.

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- A. All dwellings shall be newly-constructed, single detached structures with garage space or carport provided for not less than TWO (2) or more than THREE (3) motor vehicles.
- B. No basement house, garage house, trailer, tent, mobile home, manufactured home, motor home, or other structure, building or facility, whether temporary or permanent, shall be located or erected on any said lot at any time.
- c. Accessorybuildingsforthepurposeofchildren's playhouse,toolshed, bath house, or pool, shall be perrrmitted only if the same are constructed in accordance with the same standards as the main single-family residence and are architecturally

compatible therewith and the plans and specifications therefor have been approved in the same manner as hereinafter provided for the approval of the main single-family residence.

- D. Each Lot shall be used as a dwelling for a single Family and for no other purpose. An Owner may rent their Lot to a single Family provided that the Lot is rented pursuant to a lease or rental agreement which is (a) in writing, and (b) subject to these restrictions. Owners may rent out their entire property for a rental term of not less than 14 days. No rental or lease shall be permitted unless it is for the entire lot to the same family and for single-family residential purposes. Boarding house style uses are not permitted.

E. The following vehicles may not be parked on any lot:

- (1) Commercial vehicles including, but are not limited to, delivery trucks or commercial vans, special use trailers, or vehicles adapted to a business use, like a pickup truck that has been fitted with special racks to hold material and tools.
- (2) Campers, travel trailers and motor homes
- (3) Stored, or inoperable vehicles

•rovided, however, the above vehicles may be stored in the garage if there is sufficient room for the Owner to also park their automobile(s) in the garage and further provided commercial vehicles may be parked for not longer than twenty four hours for loading and unloading purposes.

2. ZONING

No building shall be erected on any LOT that does not conform to current zoning ordinances.

3. SUBMISSION OF PLANS AND SPECIFICATIONS

A site plan prepared by a licensed land surveyor must be prepared and approved by the owner in writing prior to the commencement of construction or remodeling of any dwelling or structure or any additions thereto or any alterations thereof including the alteration of the exterior material. The site plan shall include the following: the size, location, type, style of architecture, exterior materials, finishes and colors, use, the materials or construction thereof and of the septic system and drain field, the color scheme therefor, the grading plan of the LOT, including the grade elevations of said dwelling and of the septic system and drain field, the driveway and location of trees 6 inches in diameter or more. A true copy of said plans, specifications and details shall have been lodged permanently with the OWNER, and no structure, nor septic system and drain field except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises. The Landscaping Plan and any revisions thereof, no matter when made, shall also be first submitted for approval in writing as provided in Paragraph 7 of these Restrictive Covenants.

4. MODIFICATION OF RESTRICTIONS

In connection with the provisions contained in Sections 2, 3 and 4, it is hereby provided that if in the opinion of OWNER, by reason of the shape, dimensions or topography of any LOT in the subdivision, or by reason of the type of dwelling to be erected thereon, or for any other reason satisfactory to it, the enforcement of the provisions of said sections would work a hardship, OWNER may modify such provisions so as to permit variations in cost, size, type, location or otherwise that will not, in its judgment, do material damage to any abutting or adjacent property.

5. COMPLETION OF PREMISES

Each dwelling constructed on a LOT in said development must be completed within ONE (1) YEAR from the date the excavation thereof is commenced.

6. REMOVAL OF TREES

No living tree over SIX (6) INCHES in diameter may be removed from any LOT in the DEVELOPMENT except those which are located where a structure is to be constructed in accordance with plans and specifications approved in accordance herewith.

7. LANDSCAPING

Each LOT shall within a reasonable time after the dwelling is built thereof and in any event not later than ONE (1) YEAR thereafter, be suitably landscaped pursuant to a plan which shall be approved in advance pursuant to Paragraph 3 of these Restrictive Covenants. Any change in the Landscaping plan must also be approved in advance pursuant to Paragraph 3.

8. MAINTENANCE OF PREMISES

No accumulation of ashes, junk, salvage vehicles or other offensive objects shall be permitted on any LOT or shall the utilization of any such LOT for noxious activities be permitted. No burning of any junk, refuse or leaves shall be permitted and no outside incinerator shall be permitted.

NO animals shall be housed or maintained on any LOT other than the usual household pets in reasonable number.

10. FENCES

Fences may be placed along the property lines of LOTS, but shall not exceed the height of FOUR (4) FEET. No solid board fences or screen of any kind shall be placed around the front yard area excepting only fencing which does not obstruct the vision and not exceeding in height FOUR (4) FEET-

11. RESERVATION OF RIGHTS

It is understood that the above enumerated covenants, rights, terms, reservations, limitations, easements and restrictions are not intended to constitute a uniform plan for the development of all of the lands owned by OWNER, and the OWNER reserves the right to sell, lease, rent, use and/or occupy parts of said lands for apartment, business and other uses. The restrictions imposed by this instrument upon the LOTS in the development shall not be held to prevent the use of adjoining and adjacent lands by the OWNER, or its successors and assigns, for such other purposes ~~h&suemuse of said other lands shall~~ not be held as relieving the owners of lots in the development from the restrictions imposed hereunder.

12. ORDINANCE PROVISIONS

In the event that any zoning ordinance, either now in effect or hereafter passed, shall impose requirements which in their application are stricter than those imposed hereby, then such ordinance provision shall be an effective part of these covenants.

13. DIVISION OF LOTS

Division of LOTS shall be made only by OWNER and after the original conveyance by the OWNER there shall be no further division thereof, excepting with the written consent of OWNER.

14. COVENANT TO RUN WITH LAND

These RESTRICTIVE COVENANTS shall run with the land and if any owner or any person holding or taking to or from any owner of any of the LOTS in said development, shall ^a violate any of the covenants heretofore set forth, it shall be the right of any person or persons owing or holding under any owner of any LOTS in said DEVELOPMENT, or the OWNER, if assigned to it in accordance with the provisions hereto, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and restriction and to prevent him or them from so doing, and/or to recover damages or secure other relief for such violation.

15. APPLICATION OF RESTRICTIVE COVENANTS OF MAES SYLVAN SHORES

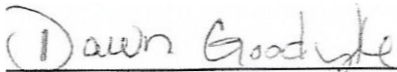
The provisions of Paragraph 11, 14 and 15 of the Restrictive Covenants for MAES SYLVAN SHORES recorded on the 18^a day of January, 1973, in Liber 824 at Pages 132 through 141 do by their specific terms apply to LOTS in SYLVAN MEADOWS and by virtue of its terms all lot owners in SYLVAN MEADOWS shall upon acquisition of a LOT become a member of the property owners association of SYLVAN SHORES, INCORPORATED and entitled to the use of all of the Common Area including the tennis court area which was added to the Common Areas after the recording of such restrictions as provided for in such restrictions. However, specific reference to paragraph 15 of the Restrictive Covenants discloses the distinction between ownership of LOTS in MAES SYLVAN SHORES, INCORPORTATED and ownership of LOTS in SYLVAN MEADOWS as far as the responsibility to pay dues. Owners of lots in SYLVAN

MEADOWS are advised to consult the Restrictive Covenants of Maes Sylvan Shores and any amendments thereto together with the Bylaws of SYLVAN SHORES, INCORPORATED.

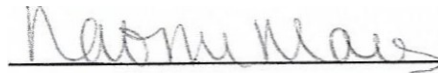
16. HEIRS, GRANTEES AND ASSIGNS

Any grantee of any LOT in SYLVAN MEADOWS together with his heirs, grantees or assigns, by acceptance of a deed of conveyance to such LOT, hereby covenants and agrees to comply with and be bound by all the provisions of this agreement as set forth above and the applicable provisions as stated above of the Restrictive Covenants of MAES SYLVAN SHORES.

In the Presence
of:




Dawn Goodyke



Naomi Mares

BAY SHORES LAND CO.

by 

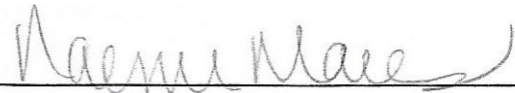
Robert E. Maes, Jr., President

STATE OF MICHIGAN

COUNTY OF OTTAWA

The foregoing instrument was acknowledged before me On October 27, 2017 , by

ROBERT E. MAES, JR., President of BAY SHORES LAND CO., a Michigan Corporation, also known as SYLVAN MEADOWS and formerly named MAES SYLVAN SHORES, INC.



Naemi Mares, Notary Public
State of Michigan, County of Ottawa
My Commission Expires 30/2020
Acting in the County of

In the Presence of:

Dawn Goodyke

Dawn Goodyke

by Robert E. Maes, Jr., Trustee

Naomi Mares

Naomi Mares

STATE OF MICHIGAN

COUNTY OF OTTAWA

The foregoing instrument was acknowledged before me on ~~October 27, 2017~~ by ROBERT E MAES, JR. Trustee of the ROBERT EMIL MAES, JR. TRUST, ultla/d October 4, 2106.

Naemi Mares

This Document Prepared By:
Richard D. Persinger (P23701)

HANN PERSINGER, P.C.
Attorneys at Law
503 Century Lane
Holland, MI 49423
(616) 396-1245

Naemi Mares, Notary Public
State My Commission of Michigan, Expires County 8/30/2020 of Ottawa

Acting in the County Of