Restrictive Covenants Forest Lake Subdivisions

1) Use

Any structure erected upon any lot in these subdivisions shall be for residential uses only and may not be used for any commercial or manufacturing purposes, excepting only those lots which may be designated by the developer for recreational improvements. A trailer or other temporary structure may not be occupied on any lot except during construction progress on a residence. (Six (6) month limit) No construction shall be started upon any lot in this subdivision until the owner has first drilled a well and established his water supply; and obtained a permit from the District Health Department establishing location of the sanitary sewer disposal system to serve the building.

2) TYPE, SIZE AND CONSTRUCTION

Any dwelling structure erected, placed or altered on any lot in this subdivision shall be approved in writing by the "Building Control Committee" prior to the start of construction or placement. In the event that approval is not made or modifications requested within 15 days of submission, the owner may commence construction in accordance with the following minimum standards:

a) All dwellings shall have a minimum enclosed living area of 600 square feet above grade. (Arenac County min. is 720).

b) All construction materials must be new and the exterior of all buildings must be completed within six months after start of construction.

c) All structures must have private, inside bathroom facilities.

d) Exterior surfaces must be finished or painted.

e) Any garage or utility structure must conform in appearance to the residence structure.

f) Septic tanks or other devices for the sanitary disposal of waste shall be installed in compliance with health department regulations. (See paragraph two, section one of the instrument which requires well completion and septic tank permit before building construction.)

g) No unsightly receptacles for the storage or disposal of garbage shall be placed on a lot.

3) SETBACKS

Any structure erected or placed on any lot in these subdivisions shall be set back at least 25 feet from the front or rear lot and shall be removed from any side lot line at least 10% of width of the lot at the building line. (Moffatt Twp. Zoning minimum 10' sides & 30' front and 25' back.)

4) SIGNS

No "For Sale" sign or advertising device of any kind shall be erected on any lot except on a new residence previously unoccupied which is offered by the developer or builder. Entrance upon any lot for removal of such violation shall not be regarded at trespass.

5) EASEMENTS

Easements for the installation and maintenance of public utilities or drainage facilities are reserved along and within 5 feet of all rear, front and side lot lines in this subdivision. Such other easements are hereby reserved to enter upon 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 the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within the 5-foot easement. If an owner of two adjoining lot erects a building in the center of two lots so that the building sets on the common lot line, the sideline restrictions mentioned above shall automatically be inoperative as to the line upon which the building is erected.

6) ASSESSMENTS TO PROPERTY OWNERS' ASSOCIATION

Each owner of property subject to this declaration shall pay an annual assessment to the Forest Lake Property Owners' Association: .

a) Assessments levied by The Association shall be used to promote the recreation, health, safety and welfare of the residents in this subdivision and, in particular , for the improvement, maintenance and construction of facilities devoted to the common use and enjoyment of the owners,

including payments to the developer for facilities constructed, and intended for the use and enjoyment of the owner, payment of taxes and insurance thereon and repair,
replacement and additions thereto, and for the cost of the labor equipment, materials, management and supervision
thereof.
b) The annual assessment shall be $30.00 (previously raised to $170 and now as of a March 2025 vote increased as follows: April 1, 2025 - $290.00; April 1, 2026 - $300.00; April 1, 2027 - $310.00; April 1, 2028- $320.00; April 1, 2029 $330.00) per property, it being herein established that one or more lots whether or not contiguous, shall be treated as one property if held by a common owner and subject to a single $30.00 (previously raised to $170.00 and now as of a March 2025 vote increased as follows: April 1, 2025 - $290.00; April 1, 2026 - $300.00; April 1, 2027 - $310.00; April 1, 2028- $320.00; April 1, 2029 $330.00) annual assessment. The directors of the Association may fix the actual needs for any year. After 1975, the basis and amount of the assessment maybe increased or decreased by an affirmative 2/3's vote of the owners. The quorum for such action shall be 60% of the property owners voting, either in person or by proxy, 30 days after written notice has set forth the purpose of such meeting.
c) Annual assessment shall commence on the 1st day of April 1969. Succeeding assessments shall be due and payable on the 1st day of April of each year. No adjustment or prorations of assessment shall be made by the Association. Assessments shall be considered as paid in advance.
d) The Board of Directors of The Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment shall be kept in the office of The Association and shall be open to inspection by any owner. Written notice of the assessment shall be sent to every owner subject thereto.
e) Assessments not paid when due shall be a continuing lien upon the property and shall extend to each of the lots owned by the multiple lot owner and shall bind such property in the hands of the delinquent owner, his heirs and assigns. The obligation of the owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. A $30.00 penalty fee shall be added to assessments not paid within 30 days of the due date and The Association may bring an action at low against the owner and foreclose the lien against the property. Delinquent fees and cost of preparing and filing the complaint shall be added to the assessment in such action and in the event that judgement is obtained, such judgment shall include interest on the total amount and reasonable attorney fees to be fixed by the court, together with the cost of the action.
f) The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment.

7) ADDITIONS OF OTHER LANDS

The developer, his successors and assigns, shall have the right to bring additional lands located in the Forest Lake area, Arenac County, Michigan, into the scope of this declaration, such proposed additions, if made shall become subject to similar assessments, to the Forest Lake Association. Properties, within such additions intended for the use of all lot owners shall be devoted to the common use and enjoyment of all owners of properties which are subject to this declaration. The developer's right to bring such additional lands into the declaration shall not be held to bind the developer, its successors and assigns to make the proposed additions or to adhere to the scope in any subsequent development of any adjoining lands. The additions authorized hereunder may be made by filing of record a supplementary declaration of restrictive covenants with respect to the additional property. Such supplemental declaration may contain additions and modifications of the covenants and restrictions contained in this declaration. In no event, however, shall such supplemental declaration revoke, modify or add to the covenants established by this declaration within the existing subdivision.

8) VARIANCES

The intent of the foregoing 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, maintain the desirability of the community and thereby to secure each property owner the full benefits upon the free and undisturbed use of his property than are necessary to insure the same advantages to other owners. Variances not so consented to in writing may be prosecuted in any court of proper jurisdiction by action of any person owning property subject to these restrictions.

9) INVALIDATION

These covenants shall run with the land and shall be effective in perpetuity and shall not be amended. 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.

FOREST LAKE DEVELOPMENT CO., a Michigan corporation

***(This printed copy of the restrictions for Forest Lake is an amalgam of the individual Restrictions filed with each Forest Lake Subdivision. Some of these Restrictions vary slightly, however, they are essentially similar.) Restrictive Covenants can be viewed in the office upon request or found on the Arenac County Register of Deeds website/database.**