



on Beautiful Lake Michigan

HEBBLEWHITE'S SUBDIVISION OF SINGING SANDS

DUNA VISTA RESORTS
PENTWATER, MICHIGAN 49449
PHONE 616-869-5042

Developers — Paul Gerding and
Gil Hebblewhite
Legal Counsel — Matthew Kaplan,
Route 1
Pentwater, Michigan 49449

Covenants of Restrictions

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Know All Men By These Presents, That

The undersigned Gilbert B. Hebblewhite and Lorraine Hebblewhite, his wife, and the Markers Corp., a Michigan Corp., of 1290 Wood St., Muskegon, Michigan, do hereby create the following building restrictions and easements which shall constitute reciprocal easements running with the land and for the benefit of and a charge against each and every lot in the following described subdivision:
Hebblewhite's Subdivision of Singing Sands, a part of Gov't. Lot #2, Sec. 2, T16N, R18W, Pentwater Twp., Oceana County, Michigan.

1. Purpose. It is the purpose of the owners of the land referred to herein to establish a residence community possessing unusual features, and in order to assist in the perpetuation of those features, to ensure the use of the entire plot for attractive residential purposes, to prevent nuisances, to prevent impairment of the attractiveness of the property, to maintain the desired tone of the community and thereby to assure to each property owner the full benefit and enjoyment of his home, certain standards are hereby specified and certain limitations prescribed as follows:
2. Conveyances. These standards, restrictions, easements, covenants, and conditions of sale shall apply to all of the lots referred to herein, constituting Hebblewhite's Subdivision of Singing Sands, and shall be contained in and be a part of, by reference therein, all instruments conveying any of the lots of said subdivision. But said provisions shall be considered a part of all future deeds and contracts, conveying any part of the above premises, whether incorporated therein or not.
3. Benefit. The provisions herein contained shall inure to the benefit of and be enforceable by Gilbert B. Hebblewhite, or the owner of any land included in the subdivision, his respective legal representatives, heirs, successors or assigns; and failure to enforce any restriction, condition, covenant or agreement herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same or any other breach, or as to one occurring prior or subsequently thereto.
4. Abatement. Violation of any of the restrictions, standards or conditions or breach of any of the covenants or agreements herein contained shall give Gilbert B. Hebblewhite, his successors and assigns, or any owner of any lot in said plat, the right to enter upon the property upon or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owners thereof, any erection, thing or condition that may be thereon, contrary to the intent and meaning of the provisions of this instrument, and all persons having an interest in said lot shall waive any trespass or right of action for damages by reason of said entry, abatement or removal. Provided, however, that said persons may enforce these restrictions, conditions, covenants, and standards by any other appropriate action at his option.
5. Use. Only one detached single-family residence with or without breezeway, and not to exceed a three car garage or both a two car garage and carport may be erected on each lot. Garages, breezeways, and carports may only be built and shall have the same building line restrictions as the dwelling proper. The foregoing restriction shall not prevent the construction of a summerhouse or playhouse for children, to the rear of the dwelling, not more than ten feet in height.
6. Signs and Dumping. No signs, billboard or advertising matter of any kind shall be placed or maintained upon said plat except signs and billboards not more than five square feet in size for advertising the sale or lease of houses and lots in the subdivision; nor shall any lot be used or maintained upon said plat as a dump for refuse material of any sort, nor shall filling material be brought in and used on any lot, except unmixed fresh earth and stone.
7. Buildings. All homes or cottages erected on the property shall be in accordance with standard construction practice, and shall be erected upon permanent foundations. Such homes or cottages erected on the premises shall be completed, on the outside, within one year after commencement of construction. Buildings constructed on lots one thru twelve, inclusive, shall be single-storied above ground level only (but may have basements if desired), so long as the top of the roof does not extend above an elevation of 610 feet above sea level, and shall have a minimum floor area, exclusive of porches, garage, basement or patio, of at least 720 square feet. All homes or cottages erected on lots 13 thru 37, inclusive, shall be one or two stories (but may have basements if desired) and shall have a minimum floor area, exclusive of porches, garage, basement or patio, of at least 720 square feet for one story and 600 square feet on first floor, if building contains two or more stories.

Buildings constructed on lots 13 thru 37, inclusive, may be single or double story, according to the desire of the owner, but, must have, at least 600 square feet of floor space on the first floor, exclusive of porches, garage or patio. No building shall be constructed upon any lot within seven feet of any lot line, nor closer than fifteen feet from any existing street. All plans shall be submitted to Gilbert B. Hebblewhite for his approval, before construction is commenced, and, under no circumstances shall there be more than one building constructed on any of the lots, except that a separate garage may be constructed. On beach front lots, a cabana may be erected. No temporary building, mobile or immobile trailer, tent, shack or other structures of similar nature shall be erected, moved to, or maintained upon said premises.

8. Fences. Only ornamental fences, not exceeding four feet in height, may be erected on the boundary lines of a building site, but the same shall not extend beyond the front building line setback.

9. Wells and Disposal. Each dwelling house must be supplied with a water well and septic tank in a location approved by the District Health Dept. of Oceana Co. #5, complying with Part 2, Sec. 3 and Part 3, of the Sanitary Code. All water wells must have a minimum depth of 50 feet.

10. Easements. A six foot easement is reserved on each side of the rear and side lot lines on every lot for the construction and perpetual maintenance of conduits, poles, wire, and mains or electricity, telephone, gas, water, sewage, drainage tile and any other utility with rights of ingress thereto and egress therefrom by employees and agents of utility companies and municipalities maintaining the same. It shall not be considered a violation of the premises if such utilities mentioned above shall pass upon or above some portion of any lots elsewhere than within the six foot easement, but such poles shall be installed or moved in such a manner so as not to hinder the construction of buildings on any lot in this subdivision.

11. Nuisances. There shall not be maintained or permitted any trash, garbage or other waste material to accumulate, except in sanitary containers, nor dumped or disposed of, on said plat. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or maintained or stored thereon which may be or become an annoyance or nuisance to the neighborhood.

12. Animals. No animals, except household pets under control, shall be allowed to be housed or otherwise maintained on the property. Dogs are to be confined to the owner's property, and, at no time, allowed on the beach unleashed.

13. Tanks. Tanks, for the storage of fuel, shall be confined in a roofless enclosure, such as decorative fencing.

14. Provisions Run With the Land. All of these conditions, restrictions, covenants, standards and easements shall run with the land and be a part of the consideration for the purchase thereof, and shall bind every subsequent person having any interest in any land contained in the subdivision.

15. Partial Invalidity. In the event that any provision of this instrument shall be, at any time, found to be unlawful or invalid, the remaining part or parts of this instrument shall nevertheless remain in full force and effect.

16. Grading. G. B. Hebblewhite reserves the right, at any time of, or after grading any street thereof, to enter upon any abutting lot and grade that portion of such lot adjacent to such street; but he shall not be obligated to do such grading or to maintain the grade.

17. Community Association. Each purchaser of a lot or lots, in this subdivision shall join and become a member of a community association, Duna Vista Resorts, and to abide by all the rules and decisions of said association. The ownership of all lots in Singing Sands and Pentwater Beach Addition #4 shall be confined to Gilbert B. Hebblewhite, Lorraine Hebblewhite, Paul Gerding and Betty Gerding and the members of Duna Vista, composed of lot owners, as above provided. No lot shall be transferred or sold to one who is not a member of Duna Vista, without first submitting and obtaining the consent of the Board of Directors of Duna Vista, to such conveyance, and the transfer of membership rights with the ownership of said lot.

If said sale and transfer is not approved by said Board of Directors, then said owner shall notify the community association, in writing of such intention to sell, and the price at which he is willing to sell, and giving said association, for at least ten days, the opportunity to buy the same at the price so named. All sales or transfers without obtaining the consent of the association, or giving an opportunity to purchase at the price at which said sale was made, shall be void, and confer no rights of ownership in the grantee. All notices as herein provided shall be in writing, directed to said association at the address shown in their respective assumed registration.

18. Community Charges. Grantees in all conveyances are to specifically assume an annual charge to be determined by the association, for the general maintenance of all the property included in said plat, cutting grass and weeds, caring for all parks and parkways, private roads, and doing any other thing necessary to keep the property in good order.

19. Subdivision. No lot may be subdivided or reduced in size.

20. Changes. Notwithstanding any other provisions of this instrument, except Item #22, Gilbert B. Hebblewhite, or the association, reserves the right to change or cancel any or all of these restrictions if in his judgment the development or lack of development of adjacent property makes that course necessary or advisable.

21. Miscellaneous. The lots on this plat are built on private roads and each owner shall have access to the subdivision from Business U.S. 31.

22. Flood Plain Restrictions. (Singing Sands) Lots 1 thru 12. The lower floors, excluding basements shall be at, or above an elevation of 584.3 ft. (U.S.G.S. datum), which corresponds to elevation 582.9 ft. (IGLD) which is (1) foot above the flood plain, as established by the Water Resources Commission. All basements shall have openings not lower than the elevation of (583.3 ft.) U.S.C.&G.S. datum, the flood plain as established by the Water Resources Commission. All basement walls and floors, below the elevation of 583.30 ft. (U.S.C.&G.S. datum) the flood plain as established by the Water Resources Commission, shall be watertight and reinforced to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the flood plain limits, and shall be equipped with a positive means of preventing sewer back-up from sewer lines and drains which serve the building. These restrictions pertaining to the flood plains shall run in perpetuity and shall not be amended.

In Witness Whereof,
the undersigned have executed this instrument this 28th day of August
Gilbert B. Hebblewhite A. D. 1970

by Gilbert B. Hebblewhite
Gilbert B. Hebblewhite

by Lorraine Hebblewhite
Lorraine Hebblewhite

In presence of:

Markers Corp. A Michigan Corp.

Alice R. Eoth
Alice R. Eoth

by H. C. Martin
H. C. Martin

John M. LaCore
John M. LaCore

by Henrietta LaBash
Henrietta LaBash

State of Michigan) SS
County of Muskegon)

On this 28th day of August A.D. 1970, before me, a Notary Public in and for said County, personally appeared Gilbert B. Hebblewhite, Lorraine Hebblewhite to me known to be the same persons described in and who executed the within instrument, who have acknowledged the same to be their free act and deed.

Prepared by
Matthew Kaplan, Attorney
Rte. #1
Pentwater, Michigan

Ardeen Ellen Bogner
Ardeen Ellen Bogner, Notary