

APR 3 9 15 AM '91

REGISTER OF DEEDS
CLINTON COUNTY, MICH.

Carol A. Woolley

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that Forsherg Family Limited Partnership, a Michigan limited partnership, of 2360 Jolly Oak Road, Okemos, MI 48864, as Proprietors, have and by the presents do declare the following restrictions upon the real estate legally described as:

The plat of ~~SPRINGBROOK LAKES #2~~, a subdivision on part of the NE 1/4 and part of the E 1/2 of the NW 1/4 of Section 7, T5N, R2W, City of DeWitt, Clinton County, Michigan.

The 100-year flood elevation of the Looking Glass River, as established by the Michigan Department of Natural Resources, carries within the plat from 795.7 (NGV Datum) at the Northerly corner of Lot #24 to 795.3 at the south line of Lot 33. These elevations were determined from the DeWitt Flood Insurance Study. The 100-year flood elevation for the pond lying adjacent to lots 36 through 42 is 795.5 (NGV Datum)

All buildings used or capable of being used for residential purposes and occupancy within or affected by the flood plain shall:

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

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

(c) 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 2 314 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 shows typical foundations drainage and waterproofing details. This document is available, at no cost, from the Department of Natural Resources, Engineering-Water Management Division, Stevers T. Mason Building, P.O. Box 30023, Lansing, Michigan 48909, or Department of the Army, Corps of Engineers, Publications Depot, 320 S. Pickett, Alexandria, Virginia 22304.

(d) Be equipped with a positive means of preventing sewer back-up from sewer lines and drains which serve the building.

(e) Be properly anchored to prevent flotation.

No filling or occupation of the flood plain area will be allowed without the approval of the Department of Natural Resources and that these restrictions are to be observed in perpetuity and may not be amended.

In addition to the foregoing, the following requirements shall be met and the following improvements shall be made with regard to that portion of the Property upon which any dwelling will be constructed:

- A. The setback from the front lot line to the front of the house shall be at least thirty-five (35) feet unless this requirement is waived by the City of DeWitt;
- B. The setback from the rear lot line to the rear of the house shall be at least thirty (30) feet unless this requirement is waived by the City of DeWitt;
- C. The side yards shall be at least ten (10) feet on each side unless this requirement is waived by the City of DeWitt;
- D. One hardwood tree having a trunk diameter of three (3) inches or larger shall be placed in the front yard of such property; and
- E. Five (5) foot sidewalks shall be constructed and installed along the frontage of such property between the front of any such dwelling and any street located in the City of DeWitt with seven (7) feet to be between the sidewalk and the curb; provided, however, that because sidewalks are only required to be constructed on one side of the road, this requirement shall only apply to property fronting on that side of the road where sidewalks are required, as more particularly set forth in the Preliminary Plat of Springbrook Subdivision (covering more property than is covered by this Agreement) which was approved by the DeWitt City Council, a copy of which is attached hereto as Exhibit B and by this reference incorporated herein.

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LIBER 525 PAGE 624

REGISTER OF DEEDS
CLINTON COUNTY, MICH.

Carol A. Woolley

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS

SPRINGBROOK SUBDIVISION

THIS DECLARATION, made this 21st day of February, 1991 by Forsberg Family Limited Partnership, a Michigan limited partnership, of 2350 Jolly Oak Road, Okemos, MI 48864, hereinafter called "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community with permanent common facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of common facilities; and, to this end, desires to subject the real property described in Article II to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in said community, to define an agency to which should be delegated and assigned the powers of maintaining and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has caused to happen, as a non-profit corporation, Springbrook Association, a non-profit corporation for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) 'Association' shall mean and refer to the Springbrook Association.

(b) "The Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties as being intended to be devoted to the common use and enjoyment of the owners of The Properties.

(c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties as being intended to be devoted to the common use and enjoyment of the owners of The Properties.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of The Properties.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or the land contract purchaser of any lot situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(f) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Sections I, hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. EXISTING PROPERTY.

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is described as:

Springbrook Lakes #2, a Subdivision on part of the NE 1/4 and part of the E 1/2 of the NW 1/4 of Section 7, T5N, R2W, City of Dewitt, Clinton County, Michigan, according to the recorded plat thereof as recorded in Liber 7 of Plats, Pages 12 through 14, Clinton County Records.

This plat contains 19 lots numbered 24 through 42 inclusive, all of which real property shall hereinafter be referred to as "Existing Property".

Section 2. ADDITIONS TO EXISTING PROPERTY.

Additional lands may become subject to this Declaration in the following manner:

a. ADDITIONS IN ACCORDANCE WITH A GENERAL PLAN OF DEVELOPMENT.

The Developer, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development, provided that such additions are in accord with the General Plan of Development. Such General Plan of Development shall show the proposed additions to the Existing Property and contain: (1) a general indication of size and location of Common Properties, if any for

each stage; (2) the general nature of proposed common facilities and improvements, if any; (3) a statement that the proposed additions, if made, will become subject to assessment for their just share of Association expenses; and (4) a schedule for termination of the Developer's right under the provisions of this subsection to bring additional development stages within the scheme. Unless otherwise stated therein, such General Plan shall not bind the Developer, its successors and assigns, to make the proposed additions or to adhere the Plan in any subsequent development of the land shown thereon and the General Plan shall contain a conspicuous statement to this effect.

The additions authorized under this and the succeeding subsection, shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. MEMBERSHIP.

Every person or entity who is a record owner of a fee, an undivided fee, or a land contract purchaser's interest, in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. VOTING RIGHTS.

There will be one vote for each Lot. If the Lot is owned by more than one person or entity, then the owners must decide among themselves how to cast the vote. A land contract purchaser will take precedence over the fee title holder if the purchase chooses.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. MEMBERS' EASEMENTS OF ENJOYMENT.

Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. DELEGATION BY MEMBER.

Any Member may delegate his rights of enjoyment in the Common Properties and Facilities to the members of his family who reside upon The Properties, or to any of his tenants who reside thereon under a leasehold interest for a term of one year or more. Provided the Member notifies the secretary in writing of the name of any such tenants who are subject to suspension to the same extent as those of the Member.

Section 3. EXTENT OF MEMBERS' EASEMENTS.

The Association may dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of membership has been recorded, agreeing to such dedication, transfer, purpose of conditions, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

Section 4. TITLE TO COMMON PROPERTIES.

The Developer may retain the legal title to the Common Properties, if any, until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey the Common Properties, if any, to the Association not later than January 1, 1994.

ARTICLE V**COVENANT FOR MAINTENANCE ASSESSMENTS****Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.**

The Developer for each Lot owned by him within The Properties hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. PURPOSE OF ASSESSMENTS.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the

residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties, including but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

Section 3. BASIS AND MAXIMUM OF ANNUAL MAXIMUM ASSESSMENTS.

~~Until the year beginning January, 1993, the annual assessment shall be \$75.00 per lot. From and after January 1, 1993, the annual maximum assessment may be increased by vote of the Members, as hereinafter provided, for the next succeeding three years and at the end of each such period of three (3) years for the succeeding period of three (3) years. Such change shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided that the limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 2 hereof. The Board of Directors may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.~~

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.

In addition to the annual assessment authorized by Section 3 hereof, the Association may levy in an assessment year a special assessment, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, or for purchase of real estate provided that any such assessment shall have the assent of three-fourths (3/4) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. Written notice of the amount and due date of any special assessment which is approved by the members shall be sent by first class mail to every owner subject thereto within ten (10) days following such approval.

Section 5. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4.

The quorum required for any action authorized by Sections 3 and 4 shall be as follows: At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS.

The annual assessments provided for herein shall be for a calendar year period, due January 15 commencing with the year 1993. The amount of such annual assessment shall be determined by the Board of Directors at its regular November meeting for the next succeeding calendar year. ~~Notice of the annual assessment shall be sent by first class mail to every Owner subject thereto by December 15 of each year following such regular November Board of Directors' meeting.~~

Section 7. DUE DATES OF SPECIAL ASSESSMENTS.

The due date of any special assessment under Section 4 shall be fixed in the resolution authorizing such assessment.

Section 8. ASSESSMENT ROSTER.

The Board of Directors of the Association shall cause to be prepared, at the time of determination of the annual assessment, or at the time of the approval by the Members of a special assessment under Section 4 hereof, a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by Owner.

The Association shall, upon demand, at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate, shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. EFFECT OF NON-PAYMENT OF ASSESSMENT; THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF ASSOCIATION.

If the assessments are not paid on the date when due (being the dates specified in Sections 6 and 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner to pay such assessment, however, shall remain his personal property obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such actions, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by a court together with the cost of the action.

Section 10. SUBORDINATION OF THE LIEN TO MORTGAGES.

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; provided, however, the such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. EXEMPT PROPERTY.

The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article 1, Section 1, hereof; (c) all properties exempted from taxation by the laws of the State of Michigan upon the terms and to the extent of such legal exemption. No land or improvements devoted to dwelling use shall be exempt from said assessments, charges or lien.

ARTICLE VI

RESTRICTIVE COVENANTS

Section 1. LAND USE AND BUILDING TYPE.

No Lot shall be used except for residential purposes. However, model homes or homes with displays and sales activities may be maintained by the builder, developer or real estate broker as long as they are well maintained and they are not a nuisance to the general neighborhood. Also "Home Occupation" is permitted as defined by the City of DeWitt Zoning Ordinance at the time of such use. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling of new construction not to exceed two and one-half stories in height and a private garage for not more than four cars or less than two cars.

Section 2. REVIEW BY COMMITTEE.

Any reference contained in these covenants and restrictions to the Architectural Control Committee and actions which are requested of it shall be submitted in writing to, considered by, and approved in writing by either the Board of Directors of the Association or Architectural Control Committee composed of one or more representatives appointed by such Board. In the event the entity to which said proposal has been submitted shall have failed to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, further approval will not be required. Provided, however, in the case of construction of a new dwelling on any Lot, T.A. Forsberg, Dennis J. Forsberg, or Roger A. Dean may approve plans without submitting said plans to the Architectural Control Committee. The approval of any request by one of the above entities shall be binding upon the others.

Section 3. ARCHITECTURE CONTROL.

No building, fence, wall, basketball backboard, or other structure shall be commenced, erected, placed or altered on any lot or upon the Properties nor shall any exterior additions to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted, in writing, to and approved in writing as to the harmony of external design, location ~~in relationship to surrounding structures and topography, and finish grade elevations and quality of workmanship and material~~ as provided in Article VI, Section 2.

Section 4. FENCES.

No lot line fences of any kind shall be placed on Lots 34, 37, 38, 39, 40, 41 and 42 of Springbrook Lakes #2 Subdivision.

Section 5. DOCKS & BOATS MOTORS.

No docks and/or boat motors shall be allowed on the Springbrook Lakes.

Section 6. BUILDINGS.

No dwellings shall have excessively exposed foundation area. (maximum 2' in height). All elevations to be approved as defined in Article VI, Section 2

Section 7. EXTERIOR WALLS.

As part of the architectural approval, and to maintain a high quality of construction and appearance within the plat, developer may require that at least thirty (30) % of exterior sidewalls of any dwelling and the entire foundation of any exposed lake side dwelling be of brick or approved masonry construction. This minimum may be reduced or eliminated by developer for dwelling of exceptional design and quality. Chimneys are to be constructed of brick or other approved masonry construction.

Section 8. DRIVEWAYS.

All driveways shall be constructed of concrete.

Section 9. PARKING AREAS.

Outside parking areas shall be permitted only upon the approval as defined in Article VI, Section 2.

Section 10. HERBICIDE AND FERTILIZER CONTROL.

The water quality of lakes within the plat is of prime importance to the owners of the land within the plat. Therefore the Association reserves the right to regulate the type and extent of fertilizers and herbicides used by lot owners within the plat, as well as the time for application of the same. This right is sufficiently broad enough to require that all or some of the lots be fertilized by an independent contractor retained by the Association, with the cost of the same to be charged pro-rata to affected lots on a benefit basis, or to suspend the use of fertilizers or herbicides at certain intervals or for extended periods of time.

Section 11. BUILDING SIZE.

Single Story. Any one-story single family dwelling erected on a lot shall contain a minimum living area of 2,200 sq. ft. above street level. No garage, basement, carport, porch terrace, or breezeway shall be included in computing the minimum space herein.

Multi-story. Any multi-story home single family dwelling erected on a lot shall contain a minimum of 2,800 sq. ft. of living area above the street level.

Section 12. EXTERNAL ENERGY SYSTEMS OR SATELLITE DISHES.

Solar collectors and satellite dishes or any other device or equipment erected either on the exterior of a dwelling or detached therefrom and designed for the production of energy for heating or cooling or for any other purpose shall be permitted only upon approval as defined in Article VI, Section 2.

Section 13. GARAGES.

Any dwelling built on any Lot shall have at least a 600 square foot garage attached to, connected with, or built as part of the dwelling, with interior walls finished. Automatic door openers shall be installed for all garage doors.

Section 14. OUTDOOR LIGHTING.

The placement and intensity of outdoor lighting, whether for security or for ornamentation, other than for decorative fixtures erected on buildings and having a maximum wattage of 100 watts, shall be approved.

Section 15. TEMPORARY STRUCTURES.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence or for storage whether temporarily or permanently.

Section 16. EASEMENTS FOR DRAINAGE AND SIGNS.

No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot, one sign of not more than six square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

A boulevard/meridian is established at the entrance of the property as shown on the recorded plat. Planting, maintenance, construction, and repair of the boulevard and property sign shall be made by the Association in the assessments levied.

Easements for installation and maintenance of drainage facilities, structures, and grades are reserved over eight (8) feet of the side and rear of each lot. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may obstruct or retard the flow of water through the drainage channels in the easements. The easement area of each Lot and all improvements shall be maintained continuously by the Owner of the Lot.

~~Developer covenants that it will endeavor to provide drainage channels~~ within said easements, but it is expressly recognized that water flow obstruction may result by reason of grade on any particular Lot in the subdivision. In the event that obstruction of waterflow does result, Developer shall be permitted, but not required, to take such action to correct the obstruction upon any Lot, whether such obstruction occurs on that Lot or on any other lot within the Property.

Further, attendant to said easement for said drainage purposes, rights of ingress and egress are reserved to the Developer for the purpose of installation of drainage channels in the easement of correction of flow obstruction.

Section 17. SIGHT DISTANCE AT INTERSECTIONS.

fence, wall, hedge, or shrub planting which obstructs sightline at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street lines, or in case of a rounded property corner, from the intersection of the street property lines extended. The same sightline limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

Section 18. YARD AND LAWN PLANTING.

Each Lot, including the area between front lotline and the curb, shall be seeded or sodded or landscaped in a neat, orderly and aesthetically pleasant manner within one (1) year from the start of construction.

Section 19. EXTERIOR STORAGE.

All dwellings and garages constructed on the Lots shall be of new construction. There shall be no outdoor storage of a mobile home, motor home, house trailer, or other recreational vehicle or trailer, and the outdoor storage of boats, snowmobiles, utility trailers, camping trailers, or any other kind of trailer, is prohibited. No carport shall be erected or maintained on any Lot. "Storage" is considered anything over forty-eight (48) hours in any one week.

Article 20. RESTORATION.

Any dwelling on any lot in the Plat which may be damaged or destroyed by fire, windstorm, or from any other cause, shall be repaired, rebuilt or torn down and all debris removed and the lot restored to a sightly

condition with reasonable promptness. Developer may enter on any premises where an excavation, foundation, or uncompleted house has been left without substantial and continuing building progress for more than three (3) months and cause such excavation or foundation to be filled or removed, or such uncompleted house to be demolished, the expense thereof shall be immediately due and payable to Developer by the lot owner and shall become a lien on the property, and may be foreclosed by the Developer as in the case of the foreclosure of a mortgage under Michigan statutes.

Section 21. LOT CONDITION AND MAINTENANCE.

The Owner of any improved Lot shall at all times keep and maintain the same in an orderly manner causing grass and other growth to be regularly cut, prevent accumulations of rubbish and debris, and in general maintain the Lot in a slightly condition. Should the Owner refuse or neglect to maintain any Lot in an orderly manner as herein provided after notice in writing is given him by the Association of violation of the requirements herein contained, the premises may be placed in an orderly manner and the Owner shall be required to pay the cost thereof, collection to be made by the Association in the same manner as the annual assessment, until paid, shall be a charge on the land and shall be a continuing lien upon The Property against which such assessment of cost is made. Each assessment, together with such interest thereon, and cost of collection thereof, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fall due, precisely in the same manner as with regard to collection and enforcement of annual assessments.

Section 22. NUISANCES.

The following shall not be permitted within the plat:

- A) The keeping of livestock or poultry;
- B) Outdoor tanks for storage of fuel;
- C) Outdoor receptacles for ashes, garbage or refuse;
- D) On-site exploration or drilling of oil or gas;
- E) On-site exploration or removal of sand, gravel or other subsurface minerals;
- F) Outdoor clotheslines;
- G) Vegetable gardens in the front or side yards;
- H) No motorized vehicles of any sort, including but not limited to ATVs, motorcycles, and snowmobiles shall be allowed on Commons Areas except for lawn maintenance equipment or any construction equipment used to build or maintain Commons Areas.
- I) No swimming or wading pool with a water surface of more than 50 square feet shall be erected on any lot unless the proposed water level is below the average elevation of the ground around the pool.

ARTICLE VII

GENERAL PROVISIONS

Section 1. DURATION.

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 25 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded agreeing to change. Said covenant shall be effective only if made and recorded one (1) year in advance of the effective date of such change, and only if written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken. However, changes can be made in these covenants at any time upon the recording of an instrument, signed by the then Owners of eighty (80) percent of the Lots, agreeing to said changes.

Section 2. NOTICES.

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. ENFORCEMENT.

Enforcement of these covenants and restrictions shall be any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. SEVERABILITY.

Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way effect any other provision which shall remain in full force and effect.

