

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS
SPRINGBROOK SUBDIVISION

THIS DECLARATION, made this 30th day of August, 1989 by Terry A. Forsberg and Beulah J. Forsberg, hereinafter called Developer, husband and wife, P.O. Drawer E, Okemos, MI 48864

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.

RECORDED

AUG 30 1 27 PM '89

REC'D BY NEEDS
CLERK OF COURTS

Beulah J. Forsberg

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 all such existing properties under the provisions of Article II, hereof.
- (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 #3, a Subdivision on part of the NE 1/4 of Section 7, T5N, R2W, City of DeWitt, Clinton County, Michigan, according to the recorded plat thereof as recorded in Liber 6 of Plats, Pages 73 & 74, Clinton County Records.

This plat contains 26 lots numbered 41 through 66 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 purchaser 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 (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 hereof 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 (60) percent of all the 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 1991. 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 Director's 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 any 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 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 (10) percent 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 the 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, that 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, a model home or home with displays and sales activities may be maintained by the builder, developer or real estate broker as long as it is well maintained and it is 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 three 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, Keith L. Schroeder, Robert K. Schroeder, Brian L. Schroeder, or Terry A. Forsberg 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. ARCHITECTURAL 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 relation to surrounding structures and topography, and finish grade elevations and quality of workmanship and material as provided in Article VI, Section 2.

Section 4. BUILDINGS.

Buildings shall be of the size and location as required by the applicable governmental zoning ordinance.

Section 5. GARAGES.

Any dwelling built on any Lot shall have at least a 400 square foot garage attached to, connected with, or built as part of the dwelling.

Section 6. 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 whether temporarily or permanently.

Section 7. 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 upkeep of the boulevard and property sign shall be made by the Association from assessments levied.

Easements for installation and maintenance of drainage facilities, structures, and grades are reserved over five (5) 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 damage or interfere with the installation and maintenance of drainage channels in the easements, or which may obstruct or retard the flow of water through 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 water flow 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 8. SIGHT DISTANCE AT INTERSECTIONS.

No 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 property lines and a line connecting them at points 25 feet from the intersection of 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 9. 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 10. 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 except in the rear yard and in such a manner as shall be approved by the Association. No carport shall be erected or maintained on any Lot. "Storage" is considered anything over forty-eight (48) hours in any one week.

Section 11. RESTORATION.

Any dwelling and garage on any Lot which may in whole or in part be destroyed by fire, windstorm, or other casualty must be rebuilt or all debris removed and the lot restored to a condition with reasonable dispatch.

Section 12. 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, and said 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 fell due, precisely in the same manner as with regard to collection and enforcement of annual assessments.

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 by 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 judgment or court order shall in no way effect any other provision which shall remain in full force and effect.

In Witness Whereof, the parties hereto have caused this Declaration to be executed the day and date first above written.

Witnesses:

Roger Dean
Roger Dean
Terri Schafer
Terri Schafer

Terry A. Forsberg
Terry A. Forsberg
Beulah J. Forsberg
Beulah J. Forsberg

The foregoing instrument was acknowledged before me this 30th day of August _____, 1989, by Terry A. Forsberg & Beulah J. Forsberg.

By: Roger Dean
Notary Public
Ingham _____ County, Michigan
My Commission Expires: 9-16-90

ROGER DEAN
Notary Public, Ingham County, MI
My Comm. Expires Sept. 16, 1990

This instrument was drafted by: Paula S. Dean/Schroeder Builders, Inc., 4665 Dobie Road, Suite 130, Okemos, MI 48864.

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
SPRINGBROOK SUBDIVISION

Dated: August 30, 19 89

This amendment is to be part of, and incorporated into, the Declaration of Covenants and Restrictions for Springbrook Subdivision, recorded September 14, 1988, on Liber 478, Pages 355-366, Clinton County Records.

The above referenced Declaration of Covenants and Restrictions shall be amended as follows:

Page 8, Article VI, Section 1, Liber Page 362, "Home Occupation" is permitted as defined by City of DeWitt Zoning Ordinance.

WITNESSES:

[Signature]
Roger Dean
[Signature]
Terri Schafer

[Signature]
Terry A. Forsberg
[Signature]
Beulah J. Forsberg

The foregoing instrument was acknowledged before me this 30th day of August, 1989, by Terry A. Forsberg & Beulah J. Forsberg.

By: [Signature]

Notary Public
Ingham County, MI
My Comm. Expires 9-16-90

RECORDED

AUG 30 1 28 PM '89

REG. DEEDS
CLINTON CO. MICH.
[Signature]

ROGER DEAN
Notary Public, Ingham County, MI
My Comm. Expires Sept. 18, 1990

This instrument was drafted by: Paula S. Dean/Schroeder Builders, Inc., 4665 Dobie Road, Suite 130, Okemos, MI 48864.

In Witness Whereof, the parties hereto have caused this Declaration to be executed the day and date first above written.

Witnesses:

Roger Dean

Roger Dean
Terri L. Schafer

Terri L. Schafer

Terry A. Forsberg

Terry A. Forsberg
Beulah J. Forsberg

Beulah J. Forsberg

The foregoing instrument was acknowledged before me this 20th day of February, 1990, by Terry A. Forsberg & Beulah J. Forsberg.

By: *Roger Dean*

Notary Public, Ingham County, MI
My commission expires 9-16-90

ROGER DEAN
Notary Public, Ingham County, MI
My Comm. Expires Sept. 16, 1990

This instrument was drafted by Paula S. Dean/Schroeder Builders, Inc. 4665 Dobie Road, Suite 130, Okemos, MI 48864.