

**BIRCHWOOD FARMS GOLF & COUNTRY CLUB
PROPERTY OWNERS ASSOCIATION**
Updated rules & regulations :01-24-01

**Building & Use Restrictions
Rules & Regulations**

In accordance with the Covenants and Restrictions of the Master Deed of the Birchwood Farms Golf & Country Club, a Planned Unit Development, an Architectural Control Committee (A.C.C.), appointed by the Property Owners Association Board of Trustees, is chartered to assure the orderly and aesthetically acceptable development of home sites and residences and the maintenance of existing home sites and residences within the P.U.D. Additionally, the A.C.C. is charged with securing for each owner, the full benefit and enjoyment of membership with no greater restriction upon the free and undisturbed use of the home site than is necessary.

Reference is hereby made to the requirement of a homeowner's construction escrow to the P.O.A. relative to any pre-construction agreement:

Any damage, repairs, building or landscaping expenses (or penalties) resulting from infraction of these Rules & Regulations will be deducted from such construction escrow: any expenses exceeding the construction escrow will also be the responsibility of the homeowner. Please note that Section 5 of Article V of the By-Laws ("suspension of Members") may include infractions of these restrictions.

SEE APPENDIX A FOR PROCEDURES IN THE EVENT OF NON-COMPLIANCE WITH RULES AND REGULATIONS.

The A.C.C. will perform their duties and responsibilities through the enforcement of the Rules and Regulations. These rules may be amended from time to time by the Board of Trustees. (See "Appendix B" for abbreviated definitions.)

ARTICLE I

General Provisions

New single and multiple dwelling residences and those undergoing exterior remodeling must meet high standards of construction and have an exterior appearance consistent with Birchwood's concept of compatible architecture.

In no instance will any new house, remodeling or landscaping plan be approved if, in the opinion of the A.C.C., the design will adversely effect property values and the character of Birchwood.

The A.C.C., will upon request, provide the owner/builder at the preliminary stages of design with examples of desirable architecture. The A.C.C. will disapprove any new or modified site plan layout if an infraction of the Rules and Regulations has occurred.

Upon approval of home construction plans, the owner shall submit the Construction Escrow and final inspection fees. A water tap-in fee must be submitted on or before the date of tap-in. Fee amounts are listed in the Homeowners and Contractor information packets.

SEE APPENDIX C FOR CONSTRUCTION PLAN SIGN-OFF FORM.

Owners, Contractors, Sub-Contractors And Their Tradesmen Must Comply With The Following Rules:

No structure shall be constructed or modified, land graded, landscaped and/or live trees cut without first receiving written approval from the A.C.C.

Prior to start of construction, all government permits, notices and the A.C.C. Compliance Certificate must be posted.

The exterior of new construction or building modifications must be completed within twelve (12) months from the start of construction, and certified for occupancy within an additional six (6) months. All exterior work, including painting and staining, must be completed prior to requesting A.C.C. occupancy approval. Incomplete buildings within these time frames will be subject to property owner fines and/or loss of use of Birchwood amenities.

Work may not start before 7:00 a.m. and must cease by 6:00 p.m. Monday through Saturday. No work activity is permitted on Sundays, New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving or Christmas Day.

Excessive noise such as loud radios is prohibited.

Country Frost Laws will be enforced on Birchwood property.

Vehicles must be parked with all wheels on the blacktop roadway unless otherwise directed by Security or A.C.C. Caution signs must be posted on the roadway where sharp curves or intersections prevent clear traffic visibility. Posted speed limits must be observed; failure to comply with these requirements will result in a \$25 fine per occurrence.

Material deliveries should be scheduled on a "just in time" arrangement. Large quantities of material should not be allowed to build up on the site for extended periods.

A contractor's trailer or temporary shed, not exceeding ten (10) by fifteen (15) feet, may be kept on the lot to protect and secure tools, etc until the structure is enclosed.

Temporary toilet facilities must be available on site until an inside working toilet is available.

Absolutely no vehicles, sheds, tools or materials may be stored in the "green belt" area.

Scrap materials and rubbish must be collected each day and placed in an on-site dumpster or disposed of off-site. Excessive dirt, clay, sand, etc carried by contractor vehicles onto Birchwood roadways must be removed daily.

Owners are responsible for actions of their contractors, subcontractors and suppliers for any breach of the Rules and Regulations. Corrective action may be required at the owners/contractors expense.

Construction Approval Process

Prior to submitting site plans and construction drawings for approval, the owner/builder must complete a Construction Plan Sign-Off form. See Appendix C.

The application package must contain the above form, three (3) sets of building plans, topographical site layouts, and conceptual landscape plans.

A minimum of fourteen (14) days is required for review and approval by the A.C.C.

The building site layout must show the topography elevation lines scaled to allow proper evaluation of the home site and building envelope. The survey must be certified and dated.

House plans must provide complete dimensional information and notes that adequately describe the planned structure and site plan.

The site plan must show septic fields, site drainage, parking and access driveways. Driveways and parking areas must be asphalt paved or paver bricked.

During construction, inspections by the A.C.C. will be conducted to assure compliance with the approved plans and Rules and Regulations. Deviations or revisions from the approved plans must be submitted in writing and have prior A.C.C. approval. Violations of this rule will cause construction to be halted. Property owner fines will be imposed for refusal to halt construction.

Occupancy approval will be granted after final inspection by the A.C.C. and verification that Emmet County occupancy permits have been issued.

Building Site

A building site is defined as a complete lot as originally platted or a combination of platted lots, provided that any combination shall not contain less than twenty-two thousand six hundred (22,600) square feet. No building may be constructed except on a building site as herein defined. Combined lots must be approved by the West Traverse Township Board of Supervisors and the Birchwood Board of Trustees. Combined lots do not change the official property plat. The lots will continue to be identified as separate entities. Membership dues and assessments will be levied accordingly.

No building shall be erected within forty (40) feet of any street right-of-way except lots designated by the A.C.C. as problem hillside lots. No building, including decks, shall be constructed within fifteen (15) feet of side lot lines and forty (40) feet from rear lot lines.

Setback measurements will be measured from the nearest point of the structure to the property line, including decks or other appurtenances, by describing an arc from that locator point to the property line.

The site for multiple dwelling unit residences must be located in accordance with the zoning plan as approved by the West Traverse Township Board of Supervisors for the Birchwood Farms Planned Unit Development.

No multiple dwelling residences shall be erected within forty (40) feet of any street right of way and no closer than forty (40) feet to the boundaries of the golf course. Buildings must be located at least fifty (50) feet apart.

Site Development Before and After Construction

All site development plans require approval by the A.C.C. This includes landscaping, TV (22" maximum) satellites, hot tubs, awnings, spas, decks, patios, sports apparatus, playground equipment and anything else that could affect the aesthetics of the community. Outdoor pools and tennis courts are not permitted.

Basketball hoops, if approved, must be portable and stored out of sight when not in use. Special lighting for all recreational equipment is prohibited.

Hot tubs and spas, if approved, must be located inconspicuously and out of sight to adjacent property owners, golf course, common grounds and roads.

Playground equipment and sports apparatus, if approved, must be neutral in color and be appropriately landscaped to avoid their conspicuous presence from adjacent property owners, golf course, common grounds and roads

A "green belt" reserve measuring forty (40) feet from the front lot line running between the side property lines must be staked out and all natural growth within the reserve protected during the construction period.

No living trees may be cut, removed or trimmed prior to an "On-site" inspection by the A.C.C. All trees selected for removal must be tagged red for removal, blue for trim before permission will be granted for removal or trimming. Topping of trees is not permitted.

Trees and brush may be removed from an area surrounding the house for a distance of fifteen (15) feet. Permission is also granted to clear-cut the house footprint area, the driveway area to a width of twenty (20) feet and septic tank and drain field area. Trees, stumps and brush cleared to provide for construction access must be removed promptly from the property. Burning is not permitted.

Excavation or grading work that could damage adjacent property due to erosion of the soil must be avoided. Natural drainage of surface water runoff must be maintained. If necessary, retaining walls and terracing must be provided to prevent damage.

At the beginning of site development, a driveway apron must be constructed at the entrance to the site for use by construction vehicles. The apron must be fifteen (15) feet wide and extend back from the roadway for a distance of twenty-five (25) feet. The apron shall be constructed of compacted gravel and affon stone to a depth of six (6) inches and rise one (1) inch above the roadway surface.

The A.C.C. will inspect the roadway, road shoulder and drainage ditches to establish a baseline condition prior to construction start. Subsequent damage to these areas caused by construction activity must be repaired by the owner/builder at his/her expense. The construction escrow will be withheld until such repair has been completed to the satisfaction of the A.C.C.

House Specifications

Single family and multiple dwelling one-story residences must contain a minimum of twenty-two hundred (2,200) square feet of living space. One and one-half (1 ½) and two (2) story single family and multiple dwelling residences must contain a minimum of twenty-six hundred (2,600) square feet of combined living space. Basements, wholly or partly below ground level walkouts, porches, decks and garages are excluded from square foot calculations.

No multiple dwelling buildings may contain more than two (2) units.

A minimum two-car enclosed garage is required for each single family and multiple dwelling residence. Carports are prohibited.

Single family and multiple dwelling residences shall be restricted to two stories in height. Any part of the structure partially or completely below finished grade will not be considered in the above ground restriction. All structures shall not exceed thirty-five (35) feet in height measured from finished grade.

Building exteriors, including trim, must be natural wood materials, either redwood or cedar siding.

Window frames, casings, sills and lintels must be manufactured from wood products. Weather resistant cladding over the wood is permitted. Materials other than wood for garage doors, entrance doors and vents must be stated on the drawings and are subject to A.C.C. approval.

Natural or cultured stone or brick may be approved for chimney facings, trim and exposed foundation. Exposed foundations cannot exceed eighteen (18) inches from finished grade level.

Cedar shake or asphalt shingles must be used for roof covering. No other materials are permitted.

The roof pitch must be a least 6/12 unless a variance is requested by the homeowner and approved the A.C.C. Ceiling height, except for basements must be a minimum of eight (8) feet.

Exterior color selections for new and existing homes for wood stains; paint and asphalt shingles must be approved by the A.C.C. A collection of approved colors are available for review and selection. A minimum 6"x12" sample board pre-stained with the siding and trim colors must be submitted for approval.

Chimney flue ducts must not project more than two (2) feet above the enclosure. A spark-arresting screen must cap the flue.

A minimum three-quarter (3/4) inch diameter water line, insulated from the point of tap-in to the home, is required. An inside pressure regulator must be installed in the water service line next to the main shutoff valve.

Utility service lines, including cable service must be installed underground.

Use of propane or oil-fired furnaces in new construction is prohibited.

Air conditioning units must be located in an approved unobtrusive area and landscaped.

A year-round "dusk to Dawn" automatic light must be installed at the entrance to the property. The light design and materials must be approved by the A.C.C. The light shall be direct wired, controlled by an electric eye, and must operate twenty-four (24) hours per day, three hundred sixty-five (365) days per year. The light shall be placed within the front property line approximately six (6) feet from the driveway. House numbers approximately three (3) inches in height shall be located so the "dusk to dawn" light will provide sufficient illumination to make the house number visible in darkness. House numbers shall also be visible in two directions at the road for quick and easy identification in case of a 911 emergency.

Seasonal holiday outdoor decorations must be removed within one (1) month following the holiday.

Landscaping – Undeveloped Lots, New and Existing Homes

A conceptual landscape plan must be submitted with the building plans.

A detailed new or re-landscape plan must be submitted for existing homes. Shrubs, plants and flowers surrounding within ten (10) feet of the house are permitted without approval.

Lawns for open lots must be approved.

Wood chips and shredded bark may be used for ground cover.

Undeveloped lots shall be retained in their natural condition. Any tree that endangers adjacent homes or property must be removed.

No tree removal or trimming is permitted unless within fifteen (15) feet of the house without approval.

Lawn irrigating systems are permitted, but operation is subject to POA. water policies.

Fencing of any kind must be approved by the A.C.C. Unauthorized fencing will subject the offending property owner to the cost of removal and repair of landscape.

To maintain the natural environment of the development, a protected reserve, designated as the "green belt", is created for each lot measuring forty (40) feet from the front lot line and extending across the width of the lot and/or fronting on all roads. Unless a request for a lawn or other landscaping is submitted for A.C.C. approval, the property owner is responsible to assure this area remains in its natural state. Should this area be damaged, repairs must be made under the guidance of the A.C.C. at owner's expense. Penalties and/or fines will be imposed for violations of any of the preceding requirements.

ARTICLE II

Use Restrictions – Rules & Regulations

No lot shall be used except for single family residential purposes. Each lot is restricted to one building site.

No business, trade or enterprise, including garage or moving sales, are permitted.

The residence may be rented at the owners' discretion in accordance with the P.O.A. rules in force at the time of completing a rental agreement. Contact the club General Manager for requirements. Renters are subject to the same rules and regulations as property owners. Violations by renters will result in fines to be paid for by the renter or property owner. See Appendix "A".

Automobiles, trucks, trailers, campers, boats, snowmobiles, personal watercraft and motor homes must be housed in garages or off site overnight. Upon request, the General Manager is authorized to issue a permit for driveway parking not to exceed seven (7) consecutive nights. In the event that an additional motor vehicle is justified and required on the premises for an extended period of time, a parking permit must be obtained from the General Manager. Violations of these parking rules will result in a \$25 fine for each occurrence.

Fixed wing aircraft, helicopters or hot air balloons are prohibited from landing or taking off from Birchwood property.

Operation of snowmobiles, all terrain and other powered vehicles not licensed for public highway use is prohibited.

No animals of any kind shall be permitted on club grounds other than domestic pets (dogs, cats, birds). No household shall be allowed to keep pets in unreasonable numbers. Households desiring to keep more than two dogs and/or cats must obtain permission from the A.C.C. Pets must be under control of owners at all times, leashed, and are not permitted to become a nuisance to neighbors and the community at large. Owners of animals running loose and not under control will be fined \$25 per occurrence.

Horseback riding is not permitted on Birchwood property.

No recreational activity other than bank fishing is allowed on Birchwood ponds.

Fishing rights in the ponds are reserved for the enjoyment of members only and their accompanied guests.

Ice fishing sheds, boats, rafts or docks are prohibited on the ponds.

Signs, including property for sale signs, are prohibited on any building or lot except notices and signs required by law. Residential identification signs not exceeding 1-1/2 square feet in area and limited to one per residence are permitted. Developer "Model Open" signs are permitted. However, the size, design colors and proposed location must be submitted for approval before posting.

Privately owned golf carts are not permitted.

Outdoor antennas are allowed providing they are of the dish type and not to exceed twenty-two (22) inches in diameter. The antenna location on the house must be approved by the A.C.C. prior to installation.

Vehicle parking on roadway shoulders is prohibited except adjacent to the roadway between ponds while fishing. Parking next to ponds is prohibited. Overnight parking on roadways is not permitted.

Maintenance

Owners shall maintain homes and improvements thereon in a neat and attractive manner. Grass and weeds must be cut and dead trees, shrubbery and plants removed. No garbage, refuse or cuttings shall be deposited or left on the premises. Open fires are prohibited. Vacant lots shall be left natural. Dead and/or fallen trees may be removed.

In the event an owner, after due notice, fails to maintain the premises and improvements thereon in a manner satisfactory to the Association, the Association shall have the right, through its agents or employees, to enter the property and clean, repair, maintain or restore the site, the building exteriors or other improvements. Corrective costs and/or fines will be billed to the owner. Such fines and/or billings shall constitute a lien upon the property until paid.

APPENDIX B

"P.O.A." or "Association" shall mean the Birchwood Property Owners Association.

"Board" shall mean the Birchwood Board of Trustees.

"A.C.C." shall mean the Birchwood Architectural Control Committee.

"Owner" shall mean the owner(s) (fee simple title of land or land contract vendee) of any Birchwood home site, or in the case of condominiums, the Condominium Association.

"P.U.D." shall mean Planned Unit Development.

APPENDIX A

BIRCHWOOD FARMS GOLF & COUNTRY CLUB PROPERTY OWNERS ASSOCIATION

Procedures in the Event of Non-Compliance With Rules & Regulations

In the event of a violation of the P.O.A. Rules and Regulations, the following procedures shall be applied:

The owner shall be given written Notice by registered letter from the A.C.C. If the builder or person performing the work is known, a copy of the Notice sent to the Owner may also be directed to that entity.

The Notice of Violation shall specify the nature of the violation. The owner has 30 days after the Notice to correct the violation. The owner may submit within ten (10) days, a written request to the A.C.C. for a hearing, if after the hearing, the A.C.C. still finds the member in violation, the 30 days shall commence from the day of the hearing.

Should the owner fail to correct the violation within the 30-day period, the Board of Trustees will file a Notice of Non-Compliance against the lot on which the violation exists.

When the Notice of Non-Compliance has been issued the Board of Trustees could have the owners club privileges removed, halt construction of the project or assess the owner \$100 per day until the violation has been corrected.

"APPENDIX C"
 BIRCHWOOD FARMS GOLF & COUNTRY CLUB
 PROPERTY OWNERS ASSOCIATION

Building and Use Restrictions
 Rules and Regulations Checklist

Construction Plan Sign-Off Form

Owner: _____ Telephone: (____) _____
 Address: _____
 Contractor: _____ Telephone: (____) _____
 Address: _____
 Lot #: _____ Street Address: _____

The following information (where applicable) MUST appear on the house plans and/or site plans:

*Applies only to items not needed on house/site plans.

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|-------------------------------------|--|
| * _____ Single Family Dwelling | _____ Driveway/Parking Area: |
| * _____ Compatible Architecture | _____ Culvert |
| _____ Topographical Map | _____ Asphalt |
| * _____ Conceptual Landscape | _____ Drainage |
| _____ Site Development Plan | _____ Exterior Materials: |
| _____ Drainage Plan | _____ Roof Shingle Color |
| _____ A/C Unit Location | _____ Redwood |
| _____ Septic System Field | _____ Cedar Siding |
| _____ Specific Dimensional location | _____ Stone |
| of septic tank | _____ Exterior Stain: |
| _____ Add riser to septic tank | _____ Siding# _____ |
| * _____ Green Belt Protection | _____ Trim # _____ |
| * _____ Lot Appearance | _____ Trim Scheme: |
| _____ Dwelling: | _____ Accent Colors: |
| _____ Square Footage | _____ Front door/windows/garage |
| _____ Height | _____ Fireplace/chimney/spark arrestor |
| _____ Foundation (Type) | _____ Yard Light: (dusk to dawn) |
| _____ Garage (2 Car) | _____ Location |
| _____ Foundation Exposure: | _____ Design Approved |
| (Maximum 18") | * _____ House Numbers: (Size & Location) |
| _____ Setbacks: | * _____ Water Line |
| _____ From Front (40') | _____ Material |
| _____ From Side (15') | _____ Insulated |
| _____ From Back (40') | _____ Pressure regulator valve |
| | _____ Saddle Valve |

* _____ Deposit Fee:
 Date Received: _____
 Date Refunded: _____

We hereby agree to abide by the above:

 Owner's Signature

 Date

 Contractor's Signature

 Date

Inspected and Reviewed By:

FIRST SUPPLEMENTAL DECLARATION

OF BIRCHWOOD FARMS DEVELOPMENT COMPANY AFFECTING LAND
LOCATED IN WEST TRAVERSE TOWNSHIP, EMMET COUNTY, MICHIGAN

THIS DECLARATION, by BIRCHWOOD FARMS DEVELOPMENT COMPANY, a Michigan corporation having its principal office and place of business at Shore Drive, Harbor Springs, Michigan, 49740, hereinafter called "DEVELOPER";

WITNESSETH:

WHEREAS, Developer has a legal interest in the real property described in Article II of this Declaration and desires to create thereon a residential community with recreational amenities and common facilities consisting of a golf course, club house and dining facilities, swimming pool, tennis courts, nature trails and other recreational facilities; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said amenities and other common facilities; and, to this end, desires to subject the real property described in Article II, together with such additions as may hereafter be made thereto (as provided in Article II), to the covenants, restrictions, easements, charges and liens, hereinafter set forth, all of which is and are for the benefit of said property and each owner thereof;

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

WHEREAS, Developer will cause to be incorporated under the laws of the State of Michigan, as a not for profit corporation, a corporation to be known as Birchwood Golf and Country Club Property Owners Association, or by some other suitable name, for the purpose of exercising the functions aforesaid; and

WHEREAS, Developer desires to provide for a common water source and central sanitation facilities for the community to be developed; and

WHEREAS, Developer has heretofore adopted certain building and use restrictions and related restrictions affecting such real property and desires to incorporate such restrictions herein by reference to the extent the same are not inconsistent herewith and does hereby adopt such restrictions by reference, which restrictions are recorded in Liber 237 at pages 520-524, Emmet County records;

NOW, THEREFORE, 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 First Supplemental Declaration or any additional supplemental declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to BIRCHWOOD FARMS GOLF AND COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, or some other suitable name selected for incorporation.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this First Supplemental Declaration or any additional supplemental declaration under the provisions of Article II, hereof.

(c) "Common Properties" shall mean and refer to those areas of land to be improved by the Developer as described in Article IV, Section 3 thereof, together with

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all private roads shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.

(d) "Homesite" shall mean and refer to any plot of land shown upon any original recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined, including any plot on which multiple dwellings may be erected.

(e) "Owner" shall mean and refer to the equitable owner, whether one or more persons or entities, holding any interest in any homesite situated upon The Properties whether such ownership be in fee simple title or as land contract vendee.

(f) "Member" shall mean and refer to all those persons who are members of the Association as provided in Article III, Section 1, hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Supplemental Declaration is located in West Traverse Township, Emmet County, Michigan, and is more particularly described as follows:

Plat of Birchwood Farms Golf and Country Club No. 1
(recorded in Liber 8 of Plats at pages 12-17, inclusive)

all of which real property shall hereinafter be referred to as "Existing Property".

Section 2. Additional lands may become subject to this Declaration.

(a) The Developer, its successors and assigns, shall have the right to bring additional lands into the scheme of this Declaration at any time hereafter. Such proposed additions if made shall become subject to assessment for their just share of Association expenses. The Common Properties within all such additions shall be devoted to the common use and enjoyment of all owners of properties which are subject to this Declaration. The additions authorized under this and the succeeding sub-sections shall be made by filing of record a Supplementary Declaration with respect to the additional property which shall extend the scheme 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 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.

(b) Mergers. Upon a merger or consolidation of the Association with another association, which merger or consolidation must be approved by a 2/3rd vote of those members eligible to vote, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants and Restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Existing Property except as hereinafter provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership.

(a) Every person or entity who holds an equitable interest or an undivided equitable interest in any homesite, whether as land contract vendee or fee holder, being subject to these Covenants and Restrictions and 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.

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(b) Persons not holding an interest in any homesite may become non-voting members of the Association under terms and conditions prescribed by its Board of Trustees.

Section 2. Voting Rights. The Association shall have one class of voting membership. Voting members shall be all those members who hold the interests required for Membership in Article III in Section 1 (a) above. When more than one person holds such interest or interests in any homesite, all such persons shall be members and the vote for each such homesite shall be exercised as they among themselves determine. There shall, however, be only one vote for each homesite, except for homesites on which multiple dwellings are located and in such case there shall be one vote for each separate living unit.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Article IV in Section 4, every member, except for non-voting members, 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 homesite.

Section 2. Title of Common Properties. The Developer may retain the legal title to the Common Properties until such time as, in the opinion of the Developer, the Association is able to maintain the same. Notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey the Common Properties to the Association not later than December 31, 1975.

Section 3. Improvement of Common Properties. The Developer at its cost and expense will construct and furnish to the Association Common Properties which will consist of the following:

- (a) An 18-hole golf course;
- (b) Golf course club house;
- (c) Lounge and Dining facilities;
- (d) Olympic-sized, outdoor, heated swimming pool with adjoining therapeutic spa;
- (e) Men's and women's locker rooms;
- (f) Pro shop;
- (g) Recreation and meeting room;
- (h) Four (4) full regulation-size composition tennis courts;
- (i) Stocked trout pond; and
- (j) Approximately eighteen (18) miles of snowmobile, horseback and nature trails.

In addition, and in order to make available funds for future maintenance and upkeep of the 18-hole golf course, Developer will allocate the sum of One Thousand Dollars (\$1,000.00) from the sale of each homesite (or the sale of each living unit located on each homesite) so that the income from such amount can be used for such purpose until the sum of One Million Dollars (\$1,000,000.00) has been so allocated. These funds may be maintained by the Developer in cash, marketable stock and/or bonds or other like securities. Such accumulation and all additions thereto up to One Million Dollars (\$1,000,000.00) shall be deposited with the Association no later than December 31, 1975, and shall be held by the Association in Trust in a form and manner to be approved by the Developer and for the purpose stated herein. Provided, however, that nothing contained herein shall be construed as requiring the Developer to allocate for the golf course maintenance fund more than the sum of One Million Dollars (\$1,000,000.00).

Section 4. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The Developer shall have the right to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. The

EX 240 05/31

members' rights and easements in the Common Properties shall be subordinate to any mortgage given by the Developer as security for funds borrowed for said improvements. Any indebtedness which shall be created for the purpose of making improvements to the Common Properties shall be an obligation of Developer.

(b) The right of the Association, as provided in its By-laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(c) The right of the Association to charge reasonable fees for the use of the Common Properties by non-voting members.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer being the owner of all The Properties hereby covenants, and each subsequent owner by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay to the Association: (a) annual assessments; and (b) special assessments for capital improvements. Such assessments are 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 homesite and shall be a continuing lien upon the homesite against which each 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 annual assessment shall be paid to the Association's Maintenance Fund and shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of owners of The Properties. Such fund shall be used by the Association to maintain the Common Properties, and the structures or facilities situated thereon, including, but not limited to, the payment of taxes, insurance, repairs, replacements and additions to the Common Properties; road maintenance and security police; and for the cost of labor, equipment, materials, management and supervision of the Common Properties.

Section 3. Basis and Amount of Annual Assessments. The annual assessment shall be \$150.00 per homesite, or in the case of multiple dwellings, \$150.00 per living unit.

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessment authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of 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, provided any such assessment shall have the affirmative of two-thirds (2/3) of the votes of all voting 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.

Section 5. Change in Basis and Maximum of Annual Assessments. If, in the opinion of the Association, it shall become necessary to increase the Annual Assessment, the Board of Trustees shall have the right to make an increase up to, but not to exceed Two Hundred Dollars (\$200.00) per homesite and per living unit as defined in Section 3 above. In addition thereto, the Association may change the maximum and basis of the annual assessments prospectively for any period provided that any such change shall have the assent of two-thirds (2/3) of the voting 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.

Section 6. Quorum for Any Action Authorized Under Sections 4 and 5. The Quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members or of proxies, entitled to cast sixty (60) per cent 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 the notice requirement set forth in Section 4 and 5, 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 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the first day of January, 1974. The annual assessment for each succeeding year shall become due and payable on the first day of January of each year. No adjustments or pro-rations of assessments shall be made by the Association. For the purposes of levying the assessment, assessments shall be considered as paid in advance and shall be levied against any homesite which is subject to this Declaration or Supplementary Declarations. The due date of any special assessment under Section 4 hereof shall be fixed in the Resolution authorizing such assessment.

Section 8. Duties of the Board of Trustees. The Board of Trustees 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 roster shall be kept in the office of the Association and shall be open to inspection by any owner.

(a) Written notice of the assessment shall thereupon be sent to every owner subject thereto.

(b) 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.

(a) If the assessments are not paid on the date when due (being the dates specified in Section 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 homesite which shall bind such homesite in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation 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.

(b) If the assessment is not paid within sixty (60) days after the delinquency date, a penalty fee not to exceed \$5.00 shall be added thereto and from that date interest at the rate of seven (7) per cent per annum may be added to the delinquent balance and penalty 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 homesite. There shall be added to such assessment, delinquent fee and interest and the cost of preparing and filing Complaint in such action and in the event that Judgment is obtained, such Judgment shall include interest on the total amount as above provided and reasonable attorney's fee to be fixed by the court together with the costs 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 homesite pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such homesite 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 and Supplemental Declaration shall be exempted from the assessments, provided for in Article V above.

(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 I, 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; and

(d) All properties whose ownership is still with Developer.

Notwithstanding any provisions herein, no homesite or improvements devoted to living units or dwelling use shall be exempt from said assessments or liens.

ARTICLE VI

BUILDING AND USE RESTRICTIONS

Section 1. Building and Use Restrictions. Those building and use restrictions as set forth in a Declaration of Restrictions executed by Developer and recorded on July 12, 1972, in Liber 237, at pages 520-524, Emmet County records, are hereby incorporated herein by reference and made a part hereof, except as otherwise specifically changed or modified by provisions contained in this Declaration.

ARTICLE VII

ADDITIONAL BUILDING AND USE RESTRICTIONS

Section 1. Maintenance. The owner of each homesite shall, at all times, keep such homesite and any improvements situated thereon in such a manner as to prevent its becoming unsightly. In the event an owner of any homesite shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Architectural Control Committee, such committee shall have the right, through its agents and employees, to enter upon said homesite and repair, maintain and restore the homesite and exterior of the buildings and any other improvements erected thereon. The cost of such maintenance shall be added to and become a part of the annual charge to which such homesite is subject.

Section 2. Natural Drainage and Water Ways. All buildings, driveways, structures and appurtenances shall be placed on each homesite in a manner which does not interfere with the natural drainage pattern and water ways affecting The Properties. All grading and site alteration shall be done to the same end. The Architectural Control Committee shall be charged with the preservation of such natural drainage and water ways and all plans submitted to it shall be reviewed from the standpoint of preserving and protecting such drainage and water ways.

Section 3. Common Properties. Building and Use Restrictions shall not apply to the Common Properties.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration, and any Supplemental Declaration hereafter filed, shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, the Developer, or the owner of any homesite subject to this Declaration, their respective legal representatives, heirs, successors and assigns. Such Covenants and Restrictions shall continue in effect until December 31, 1992, after which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of two-thirds (2/3) of the homesites (and in the case of homesites on which multiple dwellings are erected, the signature of the owner of each living unit on said homesite shall be counted as one signature) has been recorded, agreeing to change said Covenants and Restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner as defined in this paragraph at least ninety (90) days in advance of any action taken.

Section 2. Amendments. The purpose of the Building and Use Restrictions and related restrictions as set forth herein is to insure the use of The Properties or attractive residential uses, to prevent nuisances, to prevent impairment of the attractiveness of The Properties, to maintain the desirability of the community, and thereby to secure to each owner the full benefits and enjoyments to his home with no greater restriction upon the free and undisturbed use of his homesite than is necessary to insure the same advantages to other owners. Accordingly, no change, amendment or

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modification shall be made in any of the Building and Use Restrictions, until December 31, 1992. After such time amendments, changes or modifications may be made if an instrument signed by a majority of the then owners of the homesites as described in the paragraph immediately preceding has been recorded agreeing to such amendment, change, or modification in whole or in part. Provided, however, that no changes shall be made in Sections 12 through 15 of the restrictions set forth in the Declaration recorded in Liber 237 at pages 520-524, Emmet County records.

Section 3. 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, postpaid, 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 4. 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 homesites 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 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

IN WITNESS, WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal this _____ day of _____, 1972.

Witnesses:

Signed and Sealed:

BIRCHWOOD FARMS DEVELOPMENT COMPANY-DEVELOPER

Sherry R. Lawrason
Sherry R. Lawrason

By: Bill E. Cottrill
Bill E. Cottrill, its President

Carolyn M. Wallace
Carolyn M. Wallace

Attest: Nathaniel W. Stroup
Nathaniel W. Stroup, its Secretary

(SEAL)

LIBER 240 PAGE 403

STATE OF MICHIGAN)
COUNTY OF EMMET) ss.

On this 25th day of October, _____ A.D., 1972, before me personally appeared Bill E. Cottrill and Nathaniel W. Stroup to me personally known, who being by me sworn, did each for himself say that they are respectively the President and Secretary of BIRCHWOOD FARMS DEVELOPMENT COMPANY, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and that Bill E. Cottrill and Nathaniel W. Stroup acknowledged said instrument to be the free act and deed of said corporation.

Instrument Prepared By:
Martin B. Breighner, Attorney
303 Howard Street
Petoskey, Michigan, 49770

Sherry R. Lawrason
Sherry R. Lawrason Notary Public
Emmet County, Michigan
My commission expires: May 13, 1973

CERTIFICATE OF FIRST AMENDMENT TO FIRST SUPPLEMENTAL DECLARATION

OF

STATE OF MICHIGAN
EMMET COUNTY
RECORDED

BIRCHWOOD FARMS DEVELOPMENT COMPANY

1989 DEC -1 PM 1:26

AFFECTING

ALL LOTS WITHIN PLATS 1, 2, 3, 4, 5 and 6 OF *Al. ...*

BIRCHWOOD FARMS GOLF AND COUNTRY CLUB

RECORDS OFFICE

AND

ALL UNITS WITHIN WESTRIDGE, FAIRWAYS AND GOLF PARK CONDOMINIUMS

THIS CERTIFICATE OF FIRST AMENDMENT to the FIRST SUPPLEMENTAL DECLARATION OF BIRCHWOOD FARMS DEVELOPMENT COMPANY AFFECTING LAND IN WEST TRAVERSE TOWNSHIP, Emmet County, Michigan, made this 29th day of November, 1989, A.D. by WILLIAM F. SPENGLER, 1046 Timber Pass, Harbor Springs, Michigan 49740, who being first duly sworn, deposes and says as follows:

1. WILLIAM F. SPENGLER is the duly elected and acting President of the Birchwood Farms Golf and Country Club Property Owners Association.

2. The First Supplemental Declaration of Birchwood Farms Development Company affecting land in West Traverse Township, as recorded on October 27, 1972, at Liber 240, Page 397, et seq., Emmet County Records, is applicable by its terms and by the terms of those subsequent Supplemental Declarations recorded at Liber 245, Page 145, Liber 248, Page 13, Liber 249, Page 991, Liber 258, Page 376 and Liber 298, Page 396, Emmet County Records, to all lots and condominium units within the recorded Plats and Condominium Subdivision Plans of Birchwood Farms Golf and Country Club ("Birchwood"); and,

3. Article VIII of said First Supplemental Declaration provides a procedure for amendment thereof.

4. Upon the request of the Board of Trustees of the Birchwood Farms Golf and Country Club Property Owners Association, an amendment to the said First Supplemental Declaration was proposed to the owners of all homesites and multiple living units in Birchwood, to simplify and unify the amendment procedure for the building and use restrictions and the covenants and restrictions within Birchwood, by amending Sections 1 and 2 of Article VIII of the said First Supplemental Declaration, so that said Sections 1 and 2 of Article VIII, would read in their entirety after amendment as follows:

"Section 1. Duration. The Covenants and Restrictions of this Declaration, and any Supplemental Declaration hereafter filed, shall run with and bind the land and shall enure to the benefit of and be enforceable by the Association, the Developer, or the owner of any homesite subject to this Declaration, their respective legal representatives, heirs, successors and assigns. The Covenants and Restrictions shall continue in effect in perpetuity PROVIDED, the Covenants and Restrictions may be amended prospectively at any time after December 31, 1992, with the consent of the owners of two-thirds (2/3) of the homesites and multiple living units, PROVIDED, such amendment(s) shall not take effect unless:

a. All owners are given notice of the proposed amendment(s) at least ninety (90) days in advance of a meeting called by the Association to discuss the proposed amendment(s).

- AND -

b. After such meeting an instrument is recorded in the Office of the Emmet County Register of Deeds by the Officers of the Association certifying that the required number of consents has been obtained and setting forth the amendment(s) approved."

"Section 2. Amendments. The purpose of the Building and Use Restrictions and related restrictions as set forth herein is to insure the use of The Properties for attractive residential uses, to prevent nuisances, to prevent impairment of the attractiveness of The Properties, to maintain the desirability of the community, and thereby to secure to each owner the full benefits and enjoyment to his home with no greater restriction upon free and undisturbed use of his homesite than is necessary to insure the same advantages to other owners. The Building and Use Restrictions shall continue in effect in perpetuity PROVIDED, the Building and Use Restrictions may be amended prospectively at any time after December 31, 1992, with the consent of the owners of two-thirds (2/3) of the homesites and multiple living units, provided, such amendment(s) shall not take effect unless:

a. All owners are given notice of the proposed amendment(s) at least ninety (90) days in advance of a meeting called by the Association to discuss the proposed amendment(s).

- AND -

b. After such meeting an instrument is recorded in the Office of the Emmet County Register of Deeds by the Officers of the Association certifying that the required number of consents has been obtained and setting forth the amendment(s) approved.

and PROVIDED FURTHER, that no changes shall be made in Sections 12 through 15 of the Restrictions set forth in the Declaration recorded in Liber 237, at Pages 520-524, Emmet County Records."

5. Notice of this proposed amendment was duly given to the owners of all homesites and multiple living units within Birchwood at least ninety (90) days prior to the date hereof.

6. The undersigned certifies that the owners of at least two-thirds (2/3) of the homesites and multiple living units in Birchwood have signed Declarations of Amendment consenting to the amendment of Sections 1 and 2 as aforesaid, and that the actual instruments of amendment containing the signatures of the owners of those multiple living units and homesites who have consented thereto are hereto annexed.

7. Upon advice of legal counsel, this Amendment shall be effective upon January 1, 1993, provided this instrument is recorded prior to December 31, 1989.

FURTHER, YOUR AFFIANT SAYETH NOT.

Dated: November 15, 1989

Kurt D. Kuebler
KURT D. KUEBLER, witness

William F. Spengler
William F. Spengler

Patricia L. Fairbairn
PATRICIA L. FAIRBAIRN, witness

STATE OF MICHIGAN)
)ss
COUNTY OF EMMET)

Subscribed and sworn to before me this 17th day of November, 1989.

Wendy Conway
WENDY CONWAY Notary Public
Emmet County, Michigan
My comm. expires: 1/6/91

INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:
JAMES T. RAMER, ESQ.
RAMER and MOORE, Attorneys
One Spring Street Square
Post Office Box 5
Harbor Springs, MI 49740

DECLARATION OF AMENDMENT

The undersigned, being the owner(s) of the lot(s) or Condominium unit(s) specified below, which are located within the recorded Plats of Birchwood Farms Golf and Country Club, and/or the Recorded Condominium Subdivision Plans within Birchwood, do hereby consent to the amendment of Sections 1 and 2 of Article VIII of the First Supplemental Declaration of Birchwood, so that said Sections 1 and 2 of Article VIII shall read in their entirety after amendment, as set forth in Exhibit "A" attached hereto.

Except as amended hereby, the rest and remainder of the said First Supplemental Declaration shall in all other respects remain in full force and effect. The undersigned acknowledge and agree that this Declaration of Amendment may be signed in counter-part original by owners of other lots and condominium units within Birchwood, and specifically agree that the signature page of this instrument may be removed and affixed to a Master Instrument (which shall be identical in all respects to the instrument herein signed) to be recorded in the Office of the Register of Deeds, Emmet County, Michigan. The undersigned further acknowledge that written notice of this proposed amendment was given to the undersigned on July 10, 1989, and that this instrument shall be of no force and effect unless the owners of at least two-thirds (2/3) of the homesites and multiple living units in Birchwood sign similar instruments.

Dated: 7.15.

Lot(s) No.: 245

Unit(s) No.: 2

TIDMA CORP
* TIDMA CORP.
J.F. Ottawa
* J.F. OTTAWAY
*

Please date and sign this instrument exactly as your name(s) appear(s) on the records of the Association. IF PROPERTY IS HELD IN THE NAME OF TWO OR MORE PERSONS, ALL SHOULD SIGN. If signing as executor, administrator, personal representative, trustee, guardian, attorney-in-fact, or for a corporation, title or capacity must be indicated. Please print name of signator beneath signature. Also, please indicate the Lot Number(s) owned by the signator(s).

PLEASE RETURN IN THE ENCLOSED ENVELOPE BY AUGUST 1, 1989

DECLARATION OF AMENDMENT

The undersigned, being the owner(s) of the lot(s) or Condominium unit(s) specified below, which are located within the recorded Plats of Birchwood Farms Golf and Country Club, and/or the Recorded Condominium Subdivision Plans within Birchwood, do hereby consent to the amendment of Sections 1 and 2 of Article VIII of the First Supplemental Declaration of Birchwood, so that said Sections 1 and 2 of Article VIII shall read in their entirety after amendment, as set forth in Exhibit "A" attached hereto.

Except as amended hereby, the rest and remainder of the said First Supplemental Declaration shall in all other respects remain in full force and effect. The undersigned acknowledge and agree that this Declaration of Amendment may be signed in counter-part original by owners of other lots and condominium units within Birchwood, and specifically agree that the signature page of this instrument may be removed and affixed to a Master Instrument (which shall be identical in all respects to the instrument herein signed) to be recorded in the Office of the Register of Deeds, Emmet County, Michigan. The undersigned further acknowledge that written notice of this proposed amendment was given to the undersigned on July 10, 1989, and that this instrument shall be of no force and effect unless the owners of at least two-thirds (2/3) of the homesites and multiple living units in Birchwood sign similar instruments.

Dated: 7-11-89

Gerald G. Mooney
* GERALD G. MOONEY TRUST 3-24-88
*

Lot(s) No.: 379

Unit(s) No.: _____

_____*

Please date and sign this instrument exactly as your name(s) appear(s) on the records of the Association. IF PROPERTY IS HELD IN THE NAME OF TWO OR MORE PERSONS, ALL SHOULD SIGN. If signing as executor, administrator, personal representative, trustee, guardian, attorney-in-fact, or for a corporation, title or capacity must be indicated. Please print name of signator beneath signature. Also, please indicate the Lot Number(s) owned by the signator(s).

STATE OF MICHIGAN
EMMET COUNTY
RECORDED

LIBERO 473 PAGE 945

1992 JUL 21 AM 10:50

(Draft No. 3 - dated June 27, 1992)

William H. Lipe
REGISTER OF DEEDS

AGREEMENT

THIS AGREEMENT, made this 14th day of JULY, 1992, between BIRCHWOOD FARMS GOLF AND COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, a Michigan non-profit corporation, of 600 Birchwood Drive, Harbor Springs, Michigan 49740 (hereinafter called "Birchwood POA"); and BIRCHWOOD DEVELOPMENT COMPANY, a Michigan corporation, of 6789 South Lake Shore Drive, P.O. Box 128, Harbor Springs, Michigan 49740, and BIRCHWOOD PROPERTIES LIMITED PARTNERSHIP, formerly Birchwood Associates, Ltd., a Michigan limited partnership whose address is also 6789 South Lake Shore Drive, P.O. Box 128, Harbor Springs, Michigan 49740; and JOHN M. SEPTIC and LAURA F. SEPTIC, husband and wife; whose address is P.O. Box 128, Harbor Springs, Michigan 49740 (hereinafter collectively called "Developer", subject to Paragraph 4 of this Agreement).

WITNESSETH:

WHEREAS, pursuant to Section 5 of Article V of the First Supplemental Declaration of Covenants and Restrictions (hereinafter called the "Declaration") affecting Birchwood Farms Golf and Country Club Plat Nos. 1 through 6, and the condominium projects known as Westridge Condominium, Fairways Condominium and Golf Park Condominium, Emmet County Records, the Birchwood POA has changed the maximum and basis of the annual assessment provided for in Section 3 of Article V of the Declaration to provide that each time a homesite or living unit in Birchwood is sold, assigned or transferred, the annual assessment for the calendar year in which the sale, assignment or transfer occurs shall be increased (for that calendar year only) by the sum of ONE THOUSAND (\$1,000.00) DOLLARS, said increase to be due one week after the date of the sale, assignment or transfer; provided that the \$1,000 annual assessment increase shall be adjusted each January 1, by the Board of Trustees, to reflect inflation as reported in the Consumer Price Index during the preceding year; and,

WHEREAS, the Developer is willing to consent that homesites and multiple dwelling units owned by the Developer in Birchwood Farms Golf and Country Club Plat Nos. 1 through 6, and in the Westridge, Fairways and Golf Park Condominiums, as well as homesites or multiple dwelling units subsequently developed within the properties identified in Exhibit "A" hereto, shall be subject to the annual assessment increase, but only upon the terms and conditions set out below; and,

WHEREAS, it is the desire of the parties to set forth in one integrated instrument in recordable form their agreement as to this matter;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, IT IS AGREED AS FOLLOWS:

1. Developer's Consent. Notwithstanding the provisions of Section 11(d) of Article V of the Declaration, and subject to the exception set forth in Paragraph 2 of this Agreement, the Developer agrees and consents that its homesites and multiple dwelling units located within Plats 1 through 6 of Birchwood Farms Golf and Country Club, and within the Westridge, Fairways and Golf Park Condominiums, Emmet County Records, as well as homesites or multiple dwelling units subsequently developed within the properties identified in Exhibit "A" hereto (collectively referred to as "Birchwood") shall, on sale, assignment or transfer by the Developer, be immediately subject to the increase in the annual assessment as set forth below, so as to bind the purchaser, assignee or transferee to pay the annual assessment increase within seven days of the sale, assignment or transfer by the Developer, PROVIDED no increase in the one-time assessment by the Birchwood POA, beyond the incremental inflationary increases provided for below, shall be effective as to the Developer's properties, without its consent. For purposes of this agreement, the annual assessment increase is stated as follows:

"Effective November 1, 1991, the basis and amount of the annual assessment shall be changed, so that each time a homesite or living unit in Birchwood is sold, assigned or transferred, the annual assessment for the calendar year in which the sale, assignment or transfer occurs shall be increased (for that calendar year only) by the sum of \$1,000, said increase to be due one week after the date of the sale, assignment or transfer; provided, that the \$1,000 annual assessment increase shall be adjusted each January 1, by the Board of Trustees, to reflect inflation as reported in the Consumer Price Index during the preceding year. The funds derived from this special annual assessment increase shall be utilized only for capital improvement purposes at Birchwood."

2. Exception. For purposes of this Agreement, an assignee, transferee or purchaser from the Developer of a tract of undeveloped land in Birchwood for the purpose of subsequent development and sale; or, an assignee, transferee, or purchaser from the Developer of all of the Developer's then existing homesites and living units in Birchwood for the purpose of development and sale; or, an assignee, transferee or purchaser of twenty-five (25) or more of the Developer's homesites and living units, but not less than twenty-five (25%) percent of the total of the Developer's then existing inventory of homesites and living units (any one of the three exceptions above being hereinafter referred to as a "wholesale" or "bulksale"); shall not be subject to the annual assessment increase; PROVIDED, any subsequent purchaser or assignee or transferee (except for further assignees, transferees or purchasers of undeveloped land; or further assignees, transferees or purchasers of all homesites and living units acquired under a bulk sales exception as above defined, less any homesites or living units sold to persons and entities who pay the annual assessment increase and are subject to subsequent assessment by the POA) shall be bound to the increase in the annual assessment provided in Paragraph 1 of this Agreement.

3. Exemption from other Assessments. Except as provided in this Agreement and in the 1979 Agreement and the 1984 Agreement (as supplemented and modified in 1985), the Birchwood POA acknowledges, pursuant to Section 11(d) of Article V the Declaration, that the properties owned

by the Developer are exempt from the assessments otherwise provided for in Article V of said Declaration.

4. Acknowledgement as to the Septics. It is acknowledged that John M. Septic and Laura F. Septic have joined in this Agreement for the purpose of subjecting to the terms of this Agreement the lands within the Birchwood PUD owned by the Septics, and their successors and assigns, and for no other purpose.

5. Entire Agreement. This Agreement embodies the whole agreement of the parties as to the issues set forth herein. There are no promises, terms, conditions, or obligations other than those contained herein.

6. Benefit. This Agreement will be binding upon the successors and assigns of the parties hereto and may be specifically enforced by any party hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 29th day of June, 1992.

Witnesses:

BIRCHWOOD FARMS GOLF AND COUNTRY CLUB PROPERTY OWNERS ASSOCIATION

Richard C. Jackson
Richard C. Jackson

By: Michael M. Councen
Michael Councen, President

Helmut Schluender
Helmut Schluender

By: Frances C. Shepard
Frances Shepard, Secretary

Heather A. Walker
Heather A. Walker

BIRCHWOOD DEVELOPMENT COMPANY
By: John M. Septic
John M. Septic, President

Janet I. Wilkins
Janet I. Wilkins

By: John M. Septic
John M. Septic, Secretary

STATE OF MICHIGAN)
) ss
COUNTY OF EMMET)

The foregoing instrument was acknowledged before me this 14th day of July, 1992, by John M. Septic, President and Secretary of BIRCHWOOD DEVELOPMENT COMPANY, a Michigan corporation, on behalf of the corporation.

Heather A. Walker
Heather A. Walker Notary Public
Emmet County, Michigan
My Commission Expires: 05/07/95

STATE OF MICHIGAN)
) ss
COUNTY OF EMMET)

The foregoing instrument was acknowledged before me this 14th day of July, 1992, by John M. Septic, President and Secretary of Birchwood Development Company, a Michigan corporation, general partner of BIRCHWOOD PROPERTIES LIMITED PARTNERSHIP (formerly Birchwood Associates, Ltd.) a Michigan limited partnership, on behalf of the limited partnership.

Heather A. Walker
Heather A. Walker Notary Public
Emmet County, Michigan
My Commission Expires: 05/07/95

DESCRIPTION OF REAL ESTATE

Situated in the Township of West Traverse, Emmet County, Michigan:

BZ PARCEL 1: Commencing at the Northeast corner of Section 33, Township 36 North, Range 6 West; thence along the North line of said Section 33, South 89 degrees 55 minutes West 480.77 feet to the Northwest corner of Birchwood Farms Golf and Country Club No. 5 according to the Plat thereof recorded in Liber 9 of Plats, Pages 40 through 47, inclusive, for a Place of Beginning; thence along the Westerly line of said Plat in the following courses: South 00 degrees 05 minutes East 496.24 feet; South 22 degrees 02 minutes 10 seconds East 428.50 feet; South 69 degrees 43 minutes 20 seconds West 227.93 feet; 132.64 feet along the arc of a nontangential circular curve to the left, radius 757.00 feet, chord South 30 degrees 55 minutes East 132.47 feet; South 54 degrees 03 minutes 50 seconds West 66 feet; South 35 degrees 56 minutes 10 seconds East 193.71 feet; thence South 39 degrees 11 minutes 50 seconds West 327.49 feet; thence South 33 degrees 38 minutes 40 seconds West 337.54 feet; thence South 39 degrees 28 minutes 20 seconds West 154.16 feet; thence South 01 degree 11 minutes East 145.03 feet; thence South 46 degrees 38 minutes 10 seconds West 123.80 feet; thence South 26 degrees 34 minutes East 436.03 feet; thence South 06 degrees 39 minutes 10 seconds East 302.04 feet; thence South 01 degree 08 minutes East 405.08 feet; thence South 01 degree 33 minutes West 222.08 feet; thence South 02 degrees 45 minutes 50 seconds East 188.41 feet; thence South 28 degrees 57 minutes 10 seconds East 71.72 feet; thence South 61 degrees 02 minutes 50 seconds West 66.00 feet; thence South 16 degrees 08 minutes 30 seconds West 165.62 feet; thence South 08 degrees 14 minutes 20 seconds West 223.31 feet; thence South 01 degree 48 minutes East 318.16 feet; thence South 22 degrees 25 minutes 30 seconds West 340.77 feet; thence South 28 degrees 23 minutes 40 seconds West 252.35 feet; thence South 21 degrees 41 minutes 40 seconds West 283.72 feet; thence South 00 degrees 13 minutes West 33.00 feet; thence along the South line of said Section 33 and the centerline of Middle Road North 89 degrees 47 minutes West 82.00 feet; thence North 00 degrees 13 minutes East 150.00 feet; thence 364.53 feet along the arc of a circular curve to the left, radius 232.07 feet, chord North 44 degrees 47 minutes West 328.20 feet; thence 581.58 feet along the arc of a circular curve to the left, radius 823.00 feet, chord South 69 degrees 58 minutes 20 seconds West 569.56 feet; thence 125.62 feet along the arc of a circular curve to the left, radius 287.20 feet, chord South 37 degrees 11 minutes 50 seconds West 124.62 feet; thence South 24 degrees 40 minutes West 78.90 feet; thence 14.99 feet along the arc of a circular right, radius 1467.00 feet, chord South 24 degrees 57 minutes 34 seconds West 14.99 feet; thence along the South line of said Section 33 North 89 degrees 47 minutes West 1573.73 feet; thence continuing along the South line of said Section 33 and the centerline of Middle Road North 89 degrees 47 minutes West 210.39 feet; thence along the West line of the East 1/2 of the Southwest 1/4 of said Section 33 North 00 degrees 10 minutes 40 seconds West 1650.50 feet; thence along the South line of the North 1/2 of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 33 North 89 degrees 52 minutes 40 seconds West 1302.31 feet; thence along the West line of said Section 33 and the centerline of Highway M-119 North 00 degrees 23 minutes 10 seconds West 329.68 feet; thence along the North line of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 33 South 89 degrees 53 minutes 50 seconds East 1303.51 feet; thence along the West line of the East 1/2 of the Southwest 1/4 of said Section 33 North 00 degrees 10 minutes 40 seconds West 660.22 feet; thence along the West line of the East 1/2 of the Northwest 1/4 of said Section 33 North 00 degrees 13 minutes 50 seconds West 2640.81 feet; thence along the North

line of said Section 33 North 89 degrees 55 minutes East 3473.27 feet to the Place of Beginning; EXCEPTING THEREFROM GOLF PARK, according to the Master Deed recorded in Liber 415, Pages 556 thru 593, inc. Emmet County Records; and ALSO EXCEPTING THEREFROM FAIRWAYS, according to the Master Deed recorded in Liber 398, Pages 717 thru 758, and First Amendment thereto recorded in Liber 415, Pages 546 thru 554, inc. Emmet County Records.

EXCEPTING THEREFROM:

Part of the east 1/4 of Section 33, T36, R6W, West Traverse Township, Emmet County, Michigan described as:

Commencing at the southeast corner of Section 33, T36N, R6W, Emmet County, Michigan; thence along the southline of said Section 33 N 89°-47'-00"W 702.56 feet; thence N 00°-13'-00"E 1629.09 feet to the southwest corner of fairway 11, Birchwood Property Owners Association golf course, for a PLACE OF BEGINNING; thence 231.22 feet along the arc of a nontangential circular curve to the left, radius 295.19 feet, delta 44°-52'-46", chord N 51°-23'-27"W 225.35 feet; thence N 73°-49'-50"W 171.46 feet; thence 87.51 feet along the arc of a nontangential circular curve to the right, radius 363.00 feet, delta 13°-48'-44", chord N 28°-17'-28"E 87.30 feet; thence 133.89 feet along the arc of a circular curve to the left, radius 142.00 feet, delta 54°-01'-20", chord N 08°-11'-10"E 128.98 feet; thence N 29°-18'-24"W 409.62 feet; thence N 00°-00'-00"E 160.00 feet; thence N 43°-09'-00"W 219.00 feet; thence N 34°-22'-00"E 215.00 feet; thence 122.23 feet along the arc of a nontangential circular curve to the right, radius 429.00 feet, delta 16°-19'-30", chord N 11°-27'-15"W 121.82 feet; thence N 03°-17'-30"W 257.00 feet; thence 75.84 feet along the arc of a circular curve to the left, radius 667.00 feet, delta 06°-30'-52", chord N 06°-32'-56"W 75.80 feet; thence along the boundary of Golf Park, Emmet County Condominium Subdivision Plan Number 76 and its westerly extension in the following courses: N 71°-54'-34"E 248.49 feet; S 39°-15'-06"E 157.04 feet; and N 39°-28'-20"E 105.71 feet; thence along the westerly line of said fairway 11 in the following courses: S 01°-11'-00"E 145.03 feet; S 46°-38'-10"W 123.80 feet; S 26°-36'-50"E 436.86 feet; S 06°-39'-10"E 302.04 feet; S 01°-08'-00"E 405.08 feet; S 01°-33'-00"W 222.08 feet; and S 02°-45'-50"E 188.41 feet to the Place of Beginning, being subject to any easements, restrictions, reservations, exceptions or conditions of record and containing .60 acres more or less.

PARCEL 11: Beginning at the Southeast corner of Section 33, Township 36 North, Range 6 West; thence along the South line of said Section 33 and the centerline of Middle Road North 89 degrees 47 minutes West 999.50 feet; thence North 00 degrees 13 minutes East 33 feet; thence North 43 degrees 39 minutes 20 seconds East 309.83 feet; thence North 40 degrees 07 minutes 30 seconds East 366.19 feet; thence North 15 degrees 52 minutes East 197.53 feet; thence North 02 degrees 02 minutes 40 seconds East 280.17 feet; thence North 02 degrees 18 minutes 20 seconds West 298.25 feet; thence North 10 degrees 47 minutes 50 seconds West 117.45 feet; thence 186.09 feet

along the arc of a nontangential circular curve to the right, radius 217.00 feet, chord North 68 degrees 05 minutes 30 seconds West 180.44 feet; thence North 39 degrees 28 minutes 20 seconds East 66.72 feet; thence 137.63 feet along the arc of a circular curve to the left, radius 151.00 feet, chord South 66 degrees 32 minutes 49 seconds East 132.92 feet; thence North 01 degree 13 minutes 30 seconds West 230.74 feet; thence North 16 degrees 51 minutes 40 seconds East 472.31 feet; thence North 01 degree 18 minutes 10 seconds West 308.09 feet; thence North 79 degrees 12 minutes 50 seconds East 26.71 feet; thence 115.72 feet along the arc of a nontangential circular curve to the right, radius 663.00 feet, chord North 21 degrees 25 minutes 10 seconds West 115.57 feet; thence North 16 degrees 25 minutes 10 seconds West 278.00 feet; thence 198.71 feet along the arc of a circular curve to the left, radius 563.00 feet, chord North 26 degrees 31 minutes 50 seconds West 197.68 feet; thence 95.35 feet along the arc of a circular curve to the right, radius 409.00 feet, chord North 29 degrees 55 minutes 40 seconds West 95.63 feet; thence 35.70 feet along the arc of a circular curve to the left, radius 50.00 feet, chord North 43 degrees 43 minutes 15 seconds West 35.03 feet; thence 202.66 feet along the arc of a circular curve to the right, radius 60 feet, chord North 32 degrees 32 minutes East 119.17 feet; thence North 39 degrees 17 minutes 40 seconds East 327.93 feet; thence along the boundary of Birchwood Farms Golf and Country Club No. 5 according to the Plat thereof recorded in Liber 9 of Plats, Pages 40 through 47, inclusive, Emmet County Records, in the following courses: South 44 degrees 35 minutes 30 seconds East 1231.32 feet; South 10 degrees 30 minutes 30 seconds East 1127.03 feet; South 26 degrees 50 minutes 40 seconds East 511.78 feet; South 52 degrees 49 minutes 10 seconds East 66.00 feet; 84.86 feet along the arc of a nontangential circular curve to the right, radius 597.00 feet, chord North 41 degrees 15 minutes 10 seconds East 84.79 feet; and South 39 degrees 14 minutes East 188.60 feet; thence South 55 degrees 39 minutes 40 seconds West 41.03 feet; thence South 44 degrees 16 minutes West 276.50 feet; thence South 39 degrees 38 minutes 40 seconds West 272.72 feet; thence South 67 degrees 24 minutes 20 seconds West 871.93 feet; thence South 07 degrees 51 minutes 20 seconds West 184.50 feet; thence South 89 degrees 47 minutes East 45.00 feet; thence South 00 degrees 30 minutes West 33.00 feet to the Place of Beginning; EXCEPTING THEREFROM: Commencing at the Southwest corner of Section 34, Township 36 North, Range 6 West; thence along the West line of said Section 34 North 00 degrees 30 minutes East 1039.29 feet; thence South 89 degrees 30 minutes East 784.59 feet to the Place of Beginning; thence North 14 degrees 35 minutes West 54.00 feet; thence North 37 degrees 10 minutes 50 seconds East 30.00 feet; thence North 86 degrees 20 minutes 25 seconds East 66.64 feet; thence South 52 degrees 49 minutes 10 seconds East 80.00 feet; thence South 37 degrees 10 minutes 50 seconds West 107.00 feet; thence North 52 degrees 49 minutes 10 seconds West 88.00 feet to the Place of Beginning.

PARCEL 111: Commencing at the Southwest corner of Section 34, Township 36 North, Range 6 West; thence along the South line of said Section 34 North 89 degrees 52 minutes 10 seconds East 2051.14 feet to the Place of Beginning; thence along the boundary of Birchwood Farms Golf and Country Club No. 5 according to the Plat thereof recorded in Liber 9 of Plats, Pages 40 through 47, inclusive, Emmet County Records, in the following courses: North 00 degrees 07 minutes 50 seconds West 27.33 feet; 759.99

feet along the arc of a circular curve to the left, radius 1091.03 feet, chord North 20 degrees 05 minutes 10 seconds West 744.72 feet; 77.38 feet along the arc of a nontangential circular curve to the left, radius 258.77 feet, chord North 39 degrees 39 minutes 30 seconds East 77.09 feet; North 31 degrees 05 minutes 30 seconds East 78.79 feet; 110.98 feet along the arc of a circular curve to the left, radius 128.36 feet, chord North 06 degrees 19 minutes 20 seconds East 107.56 feet; North 18 degrees 26 minutes 50 seconds West 18.00 feet; 125.94 feet along the arc of a nontangential circular curve to the right, radius 379.00 feet, chord North 81 degrees 04 minutes 20 seconds East 125.36 feet; South 89 degrees 24 minutes 30 seconds East 29.00 feet; 424.81 feet along the arc of a circular curve to the right, radius 327.00 feet, chord South 52 degrees 11 minutes 30 seconds East 395.56 feet; North 75 degrees 01 minutes 30 seconds East 66.00 feet; and North 89 degrees 58 minutes 10 seconds East 257.66 feet; thence along the North and South quarter line of said Section 4 and the centerline of Hughston Road South 00 degrees 01 minute 50 seconds East 780.26 feet to the South quarter corner of said Section 4; thence along the South line of said Section 4 and the centerline of Middle Road in the following courses: North 89 degrees 34 minutes 10 seconds West 27.83 feet to the North quarter corner of Section 3, Township 35 North, Range 6 West; and South 89 degrees 52 minutes 10 seconds West 599.56 feet to the Place of Beginning.

PARCEL IV: Commencing at the Southwest corner of Section 34, Township 36 North, Range 6 West; thence along the South line of said Section 34 North 89 degrees 52 minutes 10 seconds East 542.51 feet to the Place of Beginning; thence North 105.70 feet; thence North 62 degrees 55 minutes 40 seconds East 404.30 feet; thence North 47 degrees 38 minutes 30 seconds East 230.05 feet; thence North 37 degrees 36 minutes 50 seconds East 385.03 feet; thence North 31 degrees 49 minutes 50 seconds East 227.72 feet; thence along the boundary of Birchwood Farms Golf and Country Club No. 5 according to the Plat thereof recorded in Liber 9 of Plats, Pages 40 through 47, inclusive, Emmet County Records, in the following courses: 152.03 feet along the arc of a nontangential circular curve to the left, radius 1849.00 feet, chord South 57 degrees 20 minutes 30 seconds East 151.99 feet; 189.21 feet along the arc of a circular curve to the right, radius 670.00 feet, chord South 51 degrees 36 minutes 10 seconds East 188.68 feet; 766.03 feet along the arc of a circular curve to the right, radius 1025.03 feet, chord South 21 degrees 49 minutes 10 seconds East 757.63 feet; and South 00 degrees 07 minutes 50 seconds East 37.33 feet; thence along the South line of said Section 34 and the centerline of Middle Road South 89 degrees 52 minutes 10 seconds West 1442.63 feet to the Place of Beginning.

PARCEL V: Commencing at the Northeast corner of Section 4, Township 35 North, Range 6 West; thence along the North line of said Section 4 North 89 degrees 47 minutes West 2104.84 feet to the Place of Beginning; thence along the Northerly extension of the Westerly line of Birchwood Drive of Birchwood Farms Golf and Country Club No. 3, according to the Plat thereof recorded in Liber 9 of Plats, Pages 1 through 7, inclusive, Emmet County

Records, in the following courses: 55.56 feet along the arc of a nontangential circular curve to the right, radius 1467.00 feet, chord South 26 degrees 20 minutes 14 seconds West 55.56 feet; South 27 degrees 25 minutes 20 seconds West 521.42 feet; 372.37 feet along the arc of a circular curve to the left, radius 383.00 feet, chord South 00 degrees 25 minutes 50 seconds East 357.88 feet; South 28 degrees 17 minutes East 272.31 feet; and 84.76 feet along the arc of a circular curve to the right, radius 305.00 feet, chord South 20 degrees 19 minutes 20 seconds East 84.49 feet; thence along the boundary of said Birchwood Farms Golf and Country Club No. 3 in the following courses: 322.00 feet along the arc of a circular curve to the right, radius 305.00 feet, chord South 17 degrees 53 minutes West 307.25 feet; North 49 degrees 50 minutes West 302.71 feet; South 75 degrees 54 minutes 30 seconds West 463.00 feet; and South 55 degrees 23 minutes 30 seconds West 406.31 feet; thence South 61 degrees 15 minutes 10 seconds West 66.00 feet; thence 26.59 feet along the arc of a nontangential circular curve to the right, radius 330.22 feet, chord South 26 degrees 26 minutes 25 seconds East 26.58 feet; thence South 24 degrees 08 minutes East 25.05 feet; thence South 45 degrees 14 minutes West 435.75 feet; thence South 46 degrees 13 minutes West 335.21 feet; thence along the East line of the West 1/2 of the Northwest 1/4 of said Section 4, North 00 degrees 24 minutes 20 seconds East 69.28 feet; thence North 88 degrees 50 minutes 30 seconds West 293.03 feet; thence North 00 degrees 24 minutes 20 seconds East 1018.23 feet; thence South 89 degrees 32 minutes 10 seconds East 293.00 feet; thence along said East line North 00 degrees 24 minutes 20 seconds East 495.02 feet; thence along the South line of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 4 North 89 degrees 32 minutes 10 seconds West 1290.58 feet; thence along the West line of said Section 4 and the centerline of Highway M-119 North 00 degrees 05 minutes 30 seconds West 1662.39 feet to the Northwest corner of said Section 4; thence along the North line of said Section 4 and the centerline of Middle Road South 89 degrees 47 minutes East 1506.71 feet; thence continuing along the North line of said Section 4, South 89 degrees 47 minutes East 1573.73 feet to the Place of Beginning. EXCEPTING THEREFROM WESTRIDGE, according to the Consolidating Master Deed recorded in Liber 437, Pages 721 through 763, inclusive, Emmet County Records.

EXCEPTING THEREFROM:

Part of the north 1/2 of the northwest 1/4 of the northwest 1/4 of Section 4, T35N, R6W, West Traverse Township, Emmet County, Michigan described as:

BEGINNING at the northwest corner of Section 4, T35N, R6W, Emmet County, Michigan; thence along the northline of said Section 4 and the centerline of Middle Road S 89°-47'-00"E 1232.15 feet; thence S 00°-06'-34"E 667.70 feet; thence along the southline of the north 1/2 of the northwest 1/4 of the northwest 1/4 of said Section 4 N 89°-31'-59"W 1232.19 feet; thence along the westline of said Section

4 and the centerline of Highway M-119 N 00°-06'-34"W 662.32 feet to the Place of Beginning, being subject to the rights of the public over the northerly 33 feet thereof as occupied by Middle Road and the westerly 33 feet thereof as occupied by Highway M-119 and any other easements, restrictions, reservations, exceptions or conditions of record and containing 18.81 acres more or less total and 17.40 acres more or less excluding the land lying within the road right-of-ways.

PARCEL VI: Units 1, 2, 3, 4, 5, and 6, GOLF PARK, according to the Master Deed recorded in Liber 415, Pages 556 through 593, inclusive, and designated as Emmet County Condominium Subdivision Plan No. 76, together with rights in General common elements and limited common elements as set forth in the Master Deed and as described in Act 59 of the Public Acts of 1978, and amendments thereto.

PARCEL VII: Lots 357, 373, 374, 422, 423, 427, 433, 435, 436 and 437, BIRCHWOOD FARMS GOLF & COUNTRY CLUB NO. 4, according to the Plat thereof recorded in Liber 9 of Plats, Pages 15 through 20, Emmet County Records.

PARCEL VIII: Lots 490, 491, 492, 503, 506, 507, 508, 509, 510, 512, 515, 527, 534, 535, 537, 538, 539, 552, 553, 554, 565, 566, 567, 569, 570, 571, 574, 596, 597, 598, and 599, BIRCHWOOD FARMS GOLF & COUNTRY CLUB NO. 5, according to the Plat thereof recorded in Liber 9 of Plats, Pages 40 through 47, Emmet County Records.

PARCEL IX: Lot 650, BIRCHWOOD FARMS GOLF & COUNTRY CLUB NO. 6, according to the Plat thereof recorded in Liber 11 of Plats, Pages 9 and 10, Emmet County Records.

PARCEL X: Lot 591, BIRCHWOOD FARMS GOLF & COUNTRY CLUB NO. 5, according to the Plat thereof recorded in Liber 9 of Plats, Pages 40 through 47, Emmet County Records.

PARCEL XI: Lot 646, BIRCHWOOD FARMS GOLF & COUNTRY CLUB NO. 6, according to the Plat thereof recorded in Liber 11 of Plats, Pages 9 and 10, Emmet County Records.

1991 OCT 23 PM 2:52

NOTICE OF CHANGE OF BASIS AND AMOUNT
OF ANNUAL ASSESSMENT

BIRCHWOOD FARMS GOLF AND COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, a Michigan non-profit corporation, of 600 Birchwood Drive, Harbor Springs, MI 49740, hereinafter called "Birchwood POA";

WITNESSETH:

WHEREAS, Birchwood POA is the non-profit entity to which has been delegated and assigned the duties of maintaining and administering the common properties and facilities at Birchwood, and administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges created pursuant to the First, Second, Third, Fourth, Fifth and Sixth Supplemental Declarations (and the First Amendment to the First Supplemental Declaration) at Birchwood as recorded at Liber 240, Page 397; Liber 244, Page 347 and Liber 245, Page 145; Liber 248, Page 13; Liber 249, Page 991; Liber 258, Page 376; Liber 298, Page 396; and, at Liber 420, Page 374, respectively; and,

WHEREAS, pursuant to the authority given by Section 5 of Article V, of the First Supplemental Declaration, the members of Birchwood POA, by the authority of two-thirds (2/3) of the votes of all voting members who were voting in person or by proxy at a meeting duly called, have changed the maximum and basis of the annual assessment so as to provide for an increase in the annual assessment of ONE THOUSAND (\$1,000.00) DOLLARS due in any calendar year in which there is a sale, assignment or transfer of any homesite or living unit, said increase in the annual assessment to be due seven (7) days after the transfer of any such homesite or living unit; and,

WHEREAS, it is the desire of Birchwood POA to give record notice of this increase;

NOW, THEREFORE, Birchwood POA does declare that an increase in the annual assessment as set forth below has been duly adopted and shall apply to all properties identified in the Schedule of Properties attached hereto as Exhibit "A", all being located in West Traverse Township, Emmet County, Michigan.

The annual assessment increase is stated as follows:

"Effective November 1, 1991, the basis and amount of the annual assessment shall be changed, so that each time a homesite or living unit in Birchwood is sold, assigned or transferred, the annual assessment for the calendar year in which the sale, assignment or transfer occurs shall be increased (for that calendar year only) by the sum of \$1,000, said increase to be due one week after the date of the sale, assignment or transfer; provided, that the \$1,000 annual assessment increase shall be adjusted each January 1, by the Board

of Trustees, to reflect inflation as reported in the Consumer Price Index during the preceding year. The funds derived from this special annual assessment increase shall be utilized only for capital improvement purposes at Birchwood."

IN WITNESS WHEREOF, BIRCHWOOD FARMS GOLF AND COUNTRY CLUB PROPERTY OWNERS ASSOCIATION has signed this instrument this 22 day of August, 1992.

Witnesses:

BIRCHWOOD FARMS GOLF AND COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, a Michigan non-profit corporation

Thomas O. Mayberry
Thomas O. Mayberry

By: Helmut Schluender
Helmut Schluender, Its President

Lester N. Turner
Lester N. Turner

STATE OF MICHIGAN)

COUNTY OF EMMET)

The foregoing instrument was acknowledged before me this 22 day of August, 1992, by HELMUT SCHLUENDER, President of BIRCHWOOD FARMS GOLF AND COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, a Michigan non-profit corporation, on behalf of the corporation.

David S. Slifka
David S. Slifka
Notary Public
Emmet County, Michigan
My Commission Expires: 09-08-94

INSTRUMENT PREPARED BY
AND AFTER RECORDING RE-
TURN TO:

James T. Ramer, Esq.
RAMER and MOORE
One Spring Street Square
Post Office Box 5
Harbor Springs, MI 49740
bjpon\general\trms-fee.nfc

DR. THOMAS PETZ and CATHERINE PETZ, husband and wife 66 Fordcroft Road Grosse Pointe Shores, MI 48236	Lot 626 BIRCHWOOD FARMS GOLF AND COUNTRY CLUB PLAT NO. 5 (24-12-34-101-152)
PHILIP OWEN and JUDITH OWEN, husband and wife 6360 East Surrey Birmingham, MI 48010	Lot 627 BIRCHWOOD FARMS GOLF AND COUNTRY CLUB PLAT NO. 5 (24-12-34-101-153)
ROBERT ROWAN and RUTH ANN ROWAN, husband and wife 19644 Riverside Drive Birmingham, MI 48009	Lot 628 BIRCHWOOD FARMS GOLF AND COUNTRY CLUB PLAT NO. 5 (24-12-34-101-154)
MOUFID MITRI and EVA MITRI, husband and wife 3350 Franklin Road Bloomfield Hills, MI 48302	Lot 629 BIRCHWOOD FARMS GOLF AND COUNTRY CLUB PLAT NO. 5 (24-12-34-101-155)
LANNY BENSON 5567 Blue Spruce Lane Kalamazoo, MI 49002	Lot 630 BIRCHWOOD FARMS GOLF AND COUNTRY CLUB PLAT NO. 5 (24-12-34-101-156)
CHARLES RUSSELL and SARAH RUSSELL, husband and wife 519 Harmon Birmingham, MI 48009	Lot 631 BIRCHWOOD FARMS GOLF AND COUNTRY CLUB PLAT NO. 5 (24-12-34-101-157)
GEORGES DAOUD and SONIA DAOUD, husband and wife 1030 Grandin Ridge Cincinnati, OH 45208	Lot 632 BIRCHWOOD FARMS GOLF AND COUNTRY CLUB PLAT NO. 5 (24-12-34-101-158)
NORMA JEAN BRYANT 3196 Greenbriar Harbor Springs, MI 49740	Lot 633 BIRCHWOOD FARMS GOLF AND COUNTRY CLUB PLAT NO. 5 (24-12-34-101-159)
LAWRENCE BECK 1888 South Lakeshore Drive Harbor Springs, MI 49740	Lot 634 BIRCHWOOD FARMS GOLF AND COUNTRY CLUB PLAT NO. 5 (24-12-34-101-160)
BARBARA JO BERLIN 5250 Candlewood Drive Grand blanc, MI 48439	Lot 635 BIRCHWOOD FARMS GOLF AND COUNTRY CLUB PLAT NO. 5 (24-12-34-101-161)
R. MURRAY MacDONALD and CATHERINE MacDONALD, husband and wife 8430 Harbor Petoskey Road Harbor Springs, MI 49740	Lot 636 BIRCHWOOD FARMS GOLF AND COUNTRY CLUB PLAT NO. 5 (24-12-34-101-162)
RICHARD HORNBECK and VETA MAE HORNBECK, husband and wife 651 Royal Dornoch Ct Tarpon Springs, FL 34689	Lot 637 BIRCHWOOD FARMS GOLF AND COUNTRY CLUB PLAT NO. 5 (24-12-34-101-163)

STATE OF MICHIGAN
EMMET COUNTY
RECORDED

1993 AUG 25 PM 2:22

Alma B. Lyles
REGISTRAR OF DEEDS

DECLARATION

THIS DECLARATION, by Birchwood Farms Golf and Country Club Property Owners Association, a Michigan non-profit corporation, of 600 Birchwood Drive, Harbor Springs, MI 49740, hereinafter called "Birchwood POA";

W I T N E S S E T H :

WHEREAS, the Birchwood POA Board has recommended the adoption of an amendment to the First Supplemental Declaration, as made applicable to all properties in Birchwood, through the Second, Third, Fourth, Fifth and Sixth Supplemental Declarations, and the respective Master Deeds of Westridge, Fairways and Golf Park Condominiums, and the requisite number of property owners have consented to the amendment as hereinafter set forth; and,

WHEREAS, the amendment as hereinafter set forth, preserves the values and amenities within the Birchwood Farms Project and promotes the overall well-being of the Birchwood community;

NOW, THEREFORE, the following amendments to the First Supplemental Declaration are hereby declared effective as of January 1, 1994:

1. SECTION 1 OF ARTICLE V OF THE FIRST SUPPLEMENTAL DECLARATION SHALL BE AMENDED IN ITS ENTIRETY, TO READ AS FOLLOWS:

"ARTICLE V. COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Subject to Section 11 of this Article V, the owners of all Properties in Birchwood are hereby declared subject to assessments, as hereinafter set forth, and each subsequent owner by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay to the Association: (a) regular monthly assessments; (b) special assessments; (c) assessments for a member's club account; and, (d) transfer fee assessments. Such assessments are to be fixed, established and collected from time to time as provided in Article VII of the Association's By-Laws, as amended from time to time, the pertinent provisions of which shall be deemed to be incorporated herein by reference, as if set forth herein, word for word. The monthly, special, club account and transfer fee assessments, together with interest thereon and costs of collection thereof, as provided in the Association's By-Laws, shall be a charge on each homesite and multiple-dwelling unit in Birchwood affected thereby and shall be a continuing lien upon the homesite and multiple-dwelling unit against which each assessment is made, which shall bind such homesite and multiple-dwelling unit in the hands of the then owner, his heirs, devisees, personal representatives and assigns. Each such assessment, together with interest thereon and cost of collection thereof as provided in the Association's By-Laws, shall be enforceable by foreclosure of the lien against the homesite or multiple-dwelling unit, either by action at law or by advertisement, pursuant to a power of sale, which is hereby conferred upon the Association, by consent. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due.

MODIFICATION OF USE RESTRICTIONS

This Agreement is made this 16th day of January, 1995, by and between BIRCHWOOD DEVELOPMENT COMPANY ("BDC"), a Michigan corporation, whose address is 297 West Lake Street, P.O. Box 10, Harbor Springs, Michigan 49740, and BIRCHWOOD FARMS GOLF AND COUNTRY CLUB PROPERTY OWNERS ASSOCIATION ("BPOA"), a Michigan non-profit corporation, whose address is 600 Birchwood Drive, Harbor Springs, Michigan 49740.

By instrument dated September 10, 1984, and recorded on September 20, 1984, at Liber 343, Page 512, Emmet County Records, BDC conveyed to the BPOA certain property identified in said instrument as Parcel 1, and being commonly known as the "Maintenance Shop Parcel"), and being legally described on the reverse side of this page of this instrument. Said conveyance was subject to certain use restrictions contained in Schedule 1 of the aforesaid instrument. BDC and BPOA have now agreed to amend, modify and restate in their entirety said building and use restrictions, as follows:

- 1) There will be no ingress or egress from the southeasterly or southwesterly boundary of the property, provided that the easement currently serving this property will be preserved.
- 2) If the BPOA clears trees from the interior of the Parcel, the BPOA shall install and maintain permanent screening consisting of a berm and/or evergreen trees along the southeasterly side of the property. Said screening shall not encroach on a fifty (50) foot buffer zone along the southeast boundary of the property. The fifty-foot buffer zone will remain in its natural state.

The former restrictions against outside storage of equipment or materials, and the requirement of consistency of improvements thereon to the architectural theme of Birchwood are hereby removed.

IN THE PRESENCE OF the undersigned witnesses, the parties have executed this Agreement on the date set forth above.

WITNESSES AS TO BDC:

BIRCHWOOD DEVELOPMENT COMPANY,
a Michigan corporation

James T. Ramer
James T. Ramer

By: John M. Septid
John M. Septid, President

Christina Rajala-Dembek
Christina Rajala-Dembek

WITNESSES AS TO THE BPOA:

BIRCHWOOD FARMS GOLF AND
COUNTRY CLUB PROPERTY OWNERS
ASSOCIATION, a Michigan non-
profit corporation,

James T. Ramer
James T. Ramer

By: Robert M. Smith
Robert M. Smith, President

Mary Ellen Lavis
Mary Ellen Lavis

STATE OF MICHIGAN
EMMET COUNTY
RECORDED

1995 MAR 22 PM 2:14

Shirley A. Sizer
REGISTER OF DEEDS

LIBERO 553 PAGE 876

STATE OF MICHIGAN
EMMET COUNTY
RECORDED

1995 AUG 15 PM 1:34

CERTIFICATE
OF
THIRD AMENDMENT TO DECLARATION

Alma A. Sizer
REGISTER OF DEEDS

THIS CERTIFICATE OF THIRD AMENDMENT TO DECLARATION, by Birchwood Farms Golf and Country Club Property Owners Association, a Michigan non-profit corporation, of 600 Birchwood Drive, Harbor Springs, MI 49740, hereinafter called "Association";

W I T N E S S E T H :

WHEREAS, the First Supplemental Declaration at Birchwood has been previously amended by instruments recorded at Liber 420, Page 374; and, at Liber 504, Page 533, Emmet County, Michigan, Records; and,

WHEREAS, the Association's Board of Trustees has recommended the adoption of a third amendment to the First Supplemental Declaration, and the requisite number of property owners have consented to this Third Amendment as hereinafter set forth; and,

WHEREAS, this Third Amendment, preserves the values and amenities within the Birchwood Farms Project and promotes the overall well-being of the Birchwood community;

NOW, THEREFORE, the following Third Amendment to the First Supplemental Declaration is hereby declared effective as of September 1, 1995:

1. The second, third and fourth sentences of section 3 of Article IV of the First Supplemental Declaration shall be amended in their entirety, to read as set forth in the italicized provisions below:

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

.....
Section 3. Improvement of Common Properties.
.....

In order to make principal available for expansion or creation of Birchwood amenities, subject to the restrictions and other provisions contained in Paragraphs 11 (A) and 11(B) of the 1994 Agreement with the Developer, and in order to make income from such principal available for maintenance and upkeep of the 18-hole golf course, the Developer has allocated, and will continue to allocate, the sum of One Thousand Dollars (\$1,000.00) from the sale of each homesite in Birchwood (or the sale of each living unit located on each such homesite in Birchwood) so that the principal of and income from such amounts previously deposited, and to be deposited, can be used for the purposes stated herein. Such funds shall be held, administered and distributed by the Association's Board of Trustees, in Trust, for the benefit of the Association's membership, for the purposes stated herein.

2. Except as expressly modified hereby, the remainder of said Section 3 of Article IV of the First Supplemental Declaration is hereby approved and ratified.

3. The undersigned certifies that the owners of at least two-thirds (2/3) of the homesites and multiple-dwelling units in Birchwood have signed consents to this Third Amendment as above stated, and that the actual consents containing the signatures of the owners of those homesites and multiple-dwelling units who have consented thereto, are available for inspection at the office of the Birchwood Farms Golf and Country Club Property Owners Association at 600 Birchwood Drive, Harbor Springs, MI 49740.

Dated: August 11, 1995

In Presence Of:

Signed by:

BIRCHWOOD FARMS GOLF AND COUNTRY CLUB PROPERTY OWNERS ASSOCIATION

James T. Ramer
James T. Ramer

By: Robert M. Smith A.
Robert M. Smith, President

Mary Ellen Lavis
Mary Ellen Lavis

STATE OF MICHIGAN)
)
COUNTY OF EMMET)

The foregoing instrument was acknowledged before me this 11th day of August, 1995, by ROBERT M. SMITH, President of BIRCHWOOD FARMS GOLF AND COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, on behalf of the Association.

Mary Ellen Lavis
Mary Ellen Lavis
Notary Public
Emmet County, Michigan
My Commission Expires: 06/15/99

INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:
James T. Ramer, Esq.
RAMER and MOORE, Attorneys
One Spring Street Square
P.O. Box 5
Harbor Springs, MI 49740
Tel. (616) 526-5214
Fax. (616) 526-9343

DECLARATION OF RESTRICTIONS

FOR

BIRCHWOOD FARMS GOLF AND COUNTRY CLUB

239/178

Birchwood Farms Development Company, owner of record of Lots 1 thru 134, both inclusive, of Birchwood Farms Golf and Country Club, a recorded plat, Township of West Traverse, Emmet County, Michigan, does hereby place upon said lots building and use restrictions and conditions hereinafter specified and described on the following pages.

BUILDING AND USE RESTRICTIONS:

1. No lot shall be used except for single family residential purposes, and no business trade or enterprise of any kind or nature whatsoever shall be conducted or carried on upon lots in the subdivision.
2. A building site is defined as a complete lot as originally platted or a combination of portions of platted lots, provided that any such combination of portions of lots shall not contain less than twenty-two thousand six hundred (22,600) square feet. No building may be constructed except on a building site as herein defined.
3. No dwelling shall be more than two (2) stories in height, exclusive of basement, and all dwellings shall have solid masonry foundations.
4. No building shall be erected within forty (40) feet of any street right-of-way except in the cases of lots designated by the Architectural Control Committee as hillside lots, which shall have a minimum setback of twenty-five (25) feet. No building shall be constructed within ten (10) feet from any side lot line or within forty (40) feet of the rear lot line of its building site.
5. Temporary structures, trailers, camper vehicles, mobile homes, tents, shacks and other vehicles or structures of similar nature are prohibited. No basement or garage may be inhabited as residential living quarters either permanently or temporarily.
6. All buildings shall be completely closed in and completed as to exterior finish within eight (8) months after commencement of construction.
7. No animals, livestock or poultry shall be raised, bred or kept on any lot, except dogs, cats and other household pets may be kept provided that they are not kept for any commercial purpose and also provided that by reason of numbers, noise or trespass on the lands of neighbors that they do not become an annoyance.
8. Signs of any sort are prohibited on any building site except for the following:

Notices that may be required by legal proceedings; residential identification signs not to exceed three (3) square feet in area, limited to one (1) per residence; or signs erected by the Developer, Birchwood Farms Development Company, advertising availability for purchase of certain property.

9. No exterior antennas nor any above ground exterior wiring shall be permitted.
10. No trash, garbage or rubbish shall be allowed to accumulate on any building site and none shall be burned outside except in approved trash burners which shall be stored inside a building when not in use. All rubbish and garbage containers shall be of an underground type as approved by the Architectural Control Committee.
11. An Architectural Control Committee is established consisting of three (3) persons appointed for indefinite terms by Birchwood Farms Development Company. In order to assure harmonious and aesthetic development of building sites in the subdivision, no structures may be constructed, no land graded, no existing trees cut or no improvements made to any building site without the approval of the Architectural Control Committee being first obtained. All site plans, construction plans, specifications and proposals for the design and location of dwellings, garages, outbuildings, fences, roofs, carports, rubbish containers, land cuts, location of water wells, septic tanks, leach beds and the like must be submitted in writing to the Architectural Control Committee for approval, and the Architectural Control Committee may require prior to the commencement of any construction or improvement that modifications be made in the design, location, placement or manner of construction of any proposed improvement, and no improvement shall be made except pursuant to specific approval of the Architectural Control Committee. All plans, layouts, proposals and requests which are not specifically approved by the Architectural Control Committee within fifteen (15) days, or approved by it subject to certain modifications within such period, shall be deemed disapproved. The Architectural Control Committee may disapprove any plan, site layout or proposed improvement for violation of these restrictions or any instance when it deems the structure or improvement proposed would result in aesthetic disharmony in terms of the overall appearance and development of the subdivision.

BUILDING AND USE RESTRICTIONS RELATING TO HEALTH, WATER AND SANITATION:

12. All individual wells shall comply with the provisions of Act 294, Public Acts of 1965, being the Ground Water Quality Control Act.
13. Subsurface sewage disposal systems shall be put in in accordance with the requirements of the local Health Department District No. Three of Emmet County, Michigan, and no dwelling shall be occupied until said approved subsurface sewage disposal system has been installed. In addition to the normal requirements of the local Health Department, the following stipulations must also be met:
 - A. At the time a sewage permit is applied for the finish grade of each lot will be established and referenced on the lot site.
 - B. All provisions of District Health Department Number Three regulations pertaining to water supplies and sewage disposals shall be complied with.

The Birchwood Farms property owners' association will cause to be inspected all individual, on site septic systems at the lot level within the Birchwood Farms Golf and Country Club development on an annual basis.

The Birchwood Farms property owners' association will cause to be pumped all individual, on site septic systems within the Birchwood Farms Golf and Country Club development every three (3) years, or sooner if needed. The cost of inspection and pumping will be billed to the respective lot owner.

The Birchwood Farms property owners' association will cause to be inspected the condition of each septic system to the local Health Department by letter, and in the event that upon inspection it is discovered that repairs are required, the property owners' association will notify the lot owner by letter and send a copy of same to the local Health Department. The letter is to inform the property owner of the required repairs and also to instruct the property owner that all repairs must be done under permit from the District Health Department.

All lots in Birchwood Farms Golf and Country Club are located within a special assessment district which will be created in accordance with the resolution of the West Traverse Township Board and consented to by the developers of this plat, at a future date, at the discretion of the West Traverse Township Board; local Health Department or Director of Michigan Department of Health without further authorization of the property owners within this plat, the governing board of West Traverse Township shall cause each of the lots to be subjected to assessment for the purpose of extending water facilities into all or a portion of Birchwood Farms Golf and Country Club. In the event a municipal sewage disposal district or authority may be created by West Traverse Township or any other governmental authority having jurisdiction in the premises, including the Circuit Court for the County of Emmet, all lots in Birchwood Farms Golf and Country Club located within such special assessment district shall be subjected to assessment for the purpose of constructing and extending sewage disposal facilities as may be required and without further authorization of the property owners within this plat.

15. Any change or amendment to existing law or further legislation which may be enacted by any governmental unit having legislative control over the area embraced by the subdivision, or any future rules and regulations which may be adopted by the Michigan Department of Health or its subsidiary or successor agencies shall be deemed to be incorporated herein by reference from and after the same may become first effective. These regulations pertaining to health, water supply and sanitation may not be amended by action of the property owners anything to the contrary herein notwithstanding.

16. CONCLUSION AND INTERPRETATION:

These restrictions shall run with the land and shall be binding on and for the benefit of all parties claiming under or through them and shall remain enforceable by any person holding land within the subdivision until December 31, 1992, after which time these covenants shall be automatically extended for successive periods of ten (10) years unless sooner amended or cancelled as herein provided.

17. These restrictions may be amended or cancelled at any time, except as to Sections 12 through 15 inclusive, by a majority of the deedholders or contract purchasers of the subdivision in which the land is located after December 31, 1992. For purposes of amendment the name of the persons to whom taxes are assessed on the then latest tax assessment roll shall be deemed the person authorized to consent to the amendment. Amendment may be accomplished by securing approval of a majority of all owners of land in the same subdivision in which the land is located (as shown by latest tax assessment roll) located within 500 feet of any portion of any land desired to be amended.

- 18. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
- 19. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

Dated at Petoskey, Michigan this 6th day of June, 1972.

WITNESS:

Mary M. Price
Mary M. Price

Sherry R. Lawrason
Sherry R. Lawrason

BIRCHWOOD FARMS DEVELOPMENT COMPANY
 By Bill E. Cottrill
 Bill E. Cottrill
 Its President

By Nathaniel W. Stroup
 Nathaniel W. Stroup
 Its Secretary

By Donald Edwards
 Donald Edwards
 Its Treasurer

STATE OF MICHIGAN)
) ss.
 COUNTY OF EMMET)

On this 6th day of June, in the year One Thousand Nine Hundred Seventy-Two before me, the subscriber, a Notary Public in and for said County, personally appeared Bill E. Cottrill, Nathaniel W. Stroup and Donald Edwards, to me personally known, who being by me duly sworn did each for himself say that they are respectively the President, Secretary and Treasurer of Birchwood Farms Development Company, the Company named in and which executed the foregoing instrument and that the seal affixed to said instrument is the seal of said Company, and that the said instrument was signed and sealed in behalf of said Company by authority of its Board of Directors and said officers acknowledged the same to be the free act and deed of said Company.

Sherry R. Lawrason
 Sherry R. Lawrason Notary Public
 Emmet County, Michigan
 My commission expires May 13, 1973

Dated at Petoskey, Michigan, this 6th day of June, 1972.

WITNESS:

Mary M. Price
Mary M. Price

Sherry R. Lawrason
Sherry R. Lawrason

JOHN R. DAVIS ENTERPRISES, INC.
 By John R. Davis
 John R. Davis
 Its President

By John S. Clark
 John S. Clark
 Its Secretary

~~LIBER 237 PAGE 524~~

STATE OF MICHIGAN)
)
COUNTY OF EMMET) ss.

On this 6th day of June, 1972, before me, the
subscriber, a Notary Public in and for said County, personally appeared
John R. Davis and John S. Clark, President and Secretary
of the above named Corporation to me known to be the persons who executed the
foregoing instrument, and to me known to be such President and
Secretary of said Corporation, and acknowledged that they
executed the foregoing instrument as such officers as the free act and deed of
said corporation, by its authority.

Sherry R. Lawrason Notary Public

Emmet County, Michigan
My commission expires May 13, 1973

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