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REGISTER'S OFFICE  
CHARLEVOIX CO., MICH.  
RECORDED Oct. 24th. 1969  
AT 3:05 O'CLOCK P. M.  
*Thomas G. Bennett*  
REGISTER

THIS DECLARATION,

BY MID-AMERICA DEVELOPMENT CORPORATION, a Michigan corporation, having its principal office and place of business at 928 South Fancher Street, E. Pleasant, Michigan, hereinafter called "DEVELOPER";

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community with a clubhouse, swimming pool, lake, permanent parks, playgrounds, open spaces, and other common facilities for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said clubhouse, swimming pool, lake, parks, playgrounds, open spaces 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, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to 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 collection 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 non-profit corporation, a corporation to be known as The Springbrook Hills 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 for the community to be developed, and to establish a rate structure and tap fees for such utility;

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

#### ARTICLE I

#### DEFINITIONS

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

(a) "Association" shall mean and refer to The Springbrook Hills 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 Declaration or any Supplemental Declaration under the provisions of Article II, hereof.

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

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(d) "Lot" 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.

(e) "Owner" shall mean and refer to the equitable owner whether one or more persons or entities holding any interest in any lot situated on The Properties whether such ownership be in fee simple title or as a contract vendee, notwithstanding any applicable theory of the mortgage, shall mean or refer to the mortgagee except if the mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(f) "Member" shall mean and refer to all those owners who are members of the Association as provided in Article III, 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 Declaration is located in Melrose Township, Charlevoix County, Michigan and is more particularly described as follows:

Plat of Springbrook Hills No. 1

1 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, at any time prior to December 31, 1979, shall have the right to bring additional lands into the scheme of this Declaration. 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 Developer's rights to bring additional lands into the Declaration shall not be held to bind the Developer, its successors or assigns, to make the proposed additions or to adhere to the scheme in any subsequent development of the land described herein. The additions authorized under this and the succeeding sub-sections shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the Covenants and Restrictions of this Declaration to such property. Such Supplementary Declaration shall 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 shall be 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) Other Additions. Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions, as described in sub-section (a) hereof.

(c) Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, 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 Associa-

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ion 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 lot whether as land contract vendee or fee holder being subject to these covenants 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.

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

##### 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 lot, all such persons shall be members and the vote for each such lot shall be exercised as they among themselves determine.

### ARTICLE IV

#### PROPERTY RIGHTS IN THE COMMON PROPERTIES

##### Section 1. Members' Easements of Enjoyment

(a) Subject to the provisions of Article IV in Section 4, every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. 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 and to meet any existing obligations which may be a lien thereon, 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 January 1, 1975.

Section 3. Improvement of Common Properties. The Developer shall improve the Common Properties during its retention of the legal title by developing parks, recreational facilities, an artificial lake, and other like facilities for the use and benefit of the Association. To this end, Developer shall spend \$100,000.00 on such improvements and shall contract and undertake for additional expenditures charging such property with their cost of development which costs shall become the debt and liability of the Association after title to such properties is conveyed to it, provided, however, that nothing contained herein shall obligate Developer specifically to do more than contribute \$100,000.00 toward such development which amount shall be spent in accordance with discretion and best judgment of the Developer in developing such facilities.

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

(a) The right of the Developer and of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. The members' rights and easements in the Common Properties shall be subordinate to any mortgage given by the Developer or Association as security for funds borrowed for said improvements. Any indebtedness which shall be created for the purpose of making improvements on the Common Properties shall be an obligation of the Association. In the event of a default upon any such mortgage, the lender or mortgagee shall have all the rights afforded under the mortgage or security agreement and under the laws of the State of Michigan, including the right of taking possession of The Properties, to charge admission and other fees as a condition to continued enjoyment by the members, and if necessary to open the enjoyment of such properties to a wider public. If the mortgage indebtedness is satisfied and possession of The Properties returned to the Association, all rights of the members hereunder shall be restored; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against encroachment; and

(c) The right of the Association, as provided in its Articles and 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 thirty (30) days for any infraction of its published rules and regulations; and

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties.

#### 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, be deemed to covenant and agree to pay to the Association: (1) annual assessments and charges; (2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties, including but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

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Section 3. Basis and Amount of Annual Assessments. The annual assessment shall be \$60.00 per Lot. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year whether before or after January 1, 1975, at a lesser amount.

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessments 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. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such 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, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 2, hereof.

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 the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to 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 April, 1970. The assessment for each succeeding year shall become due and payable on the first day of April 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 property 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 Directors. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Association and shall be open to inspection by any owner.

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

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

Section 9. Effect of Non-payment of Assessment: The personal obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in 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 property which shall bind such property 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.

If the assessment is not paid within thirty (30) days after the delinquency date, a penalty fee not to exceed \$2.00 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 property. 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 property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article 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; (d) all properties whose ownership is still with Developer.

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

## ARTICLE VI

### ARCHITECTURAL CONTROL COMMITTEE

Section 1. Review by Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of

three (3) or more representatives appointed by the Board. In the event said Board or its designated committee fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. Until the Association is formed the Developer shall have the rights and powers given to the Association under this paragraph.

## ARTICLE VII

### BUILDING AND USE LIMITATIONS

Section 1. Each lot which is subject to this Declaration shall be limited to residential use unless otherwise specified in the conveyance from Developer to an Owner. No building shall be erected, altered, placed or permitted to remain on any such property other than a one family dwelling and private garage or out-buildings incidental thereto. All one story dwellings must have a minimum of 850 square feet of enclosed living area, and multiple story dwellings must have a minimum of 600 square feet of living area on the main floor, exclusive of open porches or attached garages. All structures shall be completed on the exterior within six (6) months from start of construction. Two coats of paint, varnish or approved stain shall be required on any exterior wood surface. All structures intended for occupancy must be equipped with inside plumbing facilities.

Section 2. Nuisances. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-buildings shall be occupied or stored on the property at any time either temporarily or permanently. No sign or any kind of advertising device shall be displayed to the public view on any lot except signs used by a builder to advertise a new home previously occupied.

No animals, livestock or poultry of any kind shall be raised or kept on any lot except dogs, cats or other household pets provided that they shall not be so maintained for any commercial purpose.

Trash, garbage or any other waste material shall not be kept except in sanitary containers or incinerators. Equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

The owner of each lot shall, at all times, keep such lot and any improvements situated thereon in such a manner as to prevent its becoming unsightly. In the event an owner of any lot shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the architectural control committee, or to the Developer if the Association is not formed at the time such a problem develops, such Association, Committee or Developer shall have the right, through its agents, and employees to enter upon said lot and repair, maintain and restore the lot 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 lot is subject.

Section 3. Building Location. No building shall be located on any property nearer than 25 feet to the front property line or nearer than 5 feet to any side street line. No building shall be located nearer than 10 per cent to the width of the property on which such building is to be placed to any sideline, except that a three (3) foot minimum side yard shall be permitted for a garbage or other permitted accessory building which is located toward the rear of the property. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building provided, however, that this shall not be construed to permit any portion of the building to encroach upon adjoining property.

Section 4. Easements. Easements are reserved along and within 6 feet of the rear line and sidelines of all lots in the subdivision, and along and within 12 feet of the front lot line of all such lots, for the construction and perpetual maintenance of underground wires, lines, cables for electric lights, telephones and other public and quasipublic utilities and drainage and with right of ingress to and egress from and across said premises to employees of said utilities. Said easement to also extend along any owner's side and rear property lines in cases of fractional lots. The person owning more than one (1) lot may build on such lot line and the easement shall be inoperative as to said line provided that such building shall be placed thereon prior to the instigation of use of this easement for one of the foregoing purposes.

No wires or cables carried by poles or lines shall pass over some or any portion of said properties for utility purposes. All such property shall have underground electrical and telephone service. No person shall erect thereon a TV antenna, radio antenna or any other antenna for the reception of television or broadcasting signals unless such erection shall be approved by the architectural control committee or by the Developer if such committee is not operative.

Section 5. Variance. The purpose of the foregoing Building and Use Limitations being to insure the use of the properties for attractive residential uses, to prevent nuisances, to prevent impairment of the attractiveness of the property, to maintain the desirability of the community and thereby secure to each owner the full benefits and enjoyments to his home with no greater restriction upon the free and undisturbed use of his property than are necessary to insure the same advantages to other owners. Any reasonable change, modification or addition to the foregoing shall be considered by the Developer and the Association and if so approved will then be submitted in writing to the abutting property owners and if so consented to in writing shall be recorded and when recorded shall be as binding as the original Covenants.

The foregoing Building and Use Limitations shall not apply to the Common Properties.

## ARTICLE VIII

### WATER SERVICE

Section 1. Availability Charge. The Owner of each lot in The Properties, his heirs, administrators, executors, grantees, successors, assigns, lessees and/or licensees agrees to pay, to a privately owned water utility duly authorized by the Michigan Public Service Commission in accordance with the laws of the State of Michigan to devote to public use and to operate a waterworks system for the use and benefit of The Properties and The Common Properties, a minimum monthly availability charge of Five (\$5.00) Dollars for water and water service commencing upon the availability of water in a main in front of owner's lot and continuing thereafter so long as water is available for use whether or not tap or connection is made to a system main and whether or not said Owner actually uses or takes water. The amount of said availability charge and other matters shall be as provided in Tariffs or Rate Schedules and Regulations and Conditions of Service published and filed by said utility with said Michigan Public Service Commission, in accordance with law and passed to file or formally approved by said Commission as the then effective Rate Schedule or Tariff of said Public Utility. Provided, however, that such utility, with the approval of the Michigan Public Service Commission, shall have the right to install meters for service to each lot and to charge for water service in accordance with rates filed and approved by such Commission.

Section 2. Tap fee. Upon written request in accordance with said Regulations and Conditions of Service, and payment to said public utility



not less than Two Hundred Fifty (\$250.00) Dollars in cash or such other amount approved by said Michigan Public Service Commission, or its successor, a tap to a system main and connection to the lot line shall be installed. The amount of said availability charge and other charges, including changes in the structure of said charge or rate from an availability charge to another type of rate or rate of structure for water, are subject to change by order of the Michigan Public Service Commission in accordance with then existing law. Unpaid charges shall become a lien upon the lot or lots served as of the date the same come due. Owner shall not drill or permit the drilling of a water well upon his property.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by The Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the lots has been recorded, agreeing to change said 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 at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as members or owner on the records of The Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

IN WITNESS, WHEREOF, the undersigned being the Declarant herein as hereunto set its hand and seal this 23<sup>rd</sup> day of October, 1969.

Witnesses:

Signed and Sealed:

[Signature]  
Regis P. Sanger

MID-AMERICA DEVELOPMENT CORPORATION

By:

[Signature]  
Joseph W. Breidenstein, Its President

Attest:

[Signature]  
Mildred E. Breidenstein, Its Secretary

[Signature]  
LARRY D. MATTHEW

(SEAL)  
STATE OF MICHIGAN ) ss.  
COUNTY OF CHARLTON )

On this 23<sup>rd</sup> day of October, A.D. 1969, before me personally appeared

Joseph W. Breidenstein and Mildred E. Breidenstein to me personally known, being by me sworn, did each for himself and herself say that they are respectively the President and Secretary of Mid-America Development Corporation, 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 full of said corporation by authority of its Board of Directors; and that Joseph W. Breidenstein and Mildred E. Breidenstein acknowledged said instrument to be the free act and deed of said corporation.

LARRY D. MATTHEW Notary Public  
CHARLEVOIX County, Michigan.

Commission expires: Oct. 20, 1971

Instrument prepared by:

Martin B. Breighner  
Attorney at Law  
3 Howard Street  
Roskeby, Michigan, 49770

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Eleanor D. LaVine (Business Address...  
156 West Hickory Grove  
Bloomfield Hills, Michigan 48013

REGISTER'S OFFICE  
CHARLEVOIX CO., MICH.  
DATED Sept. 10th. 1979  
9:35 o'clock A.M.  
Susan C. Flynn  
REGISTER

SPRINGBROOK HILLS PROPERTY OWNERS ASSOCIATION

The following is the important financial and funding information voted on, and passed at our Annual Springbrook Hills Property Owner's Association Meeting, held in the Club House, Springbrook Hills, Sunday, May 27, 1979. All the motions passed in accordance with the rules and regulations of our By-Laws. (By-Laws of Springbrook Hills Association approved August 30, 1975.)

1. A Special Assessment of \$400 per lot was passed to pay the Association's obligation of thirty-five thousand dollars (\$35,000.00) to the Developer, and to establish a reserve for Capital Improvements. The \$400 is assessed against all present lot owners and any unsold lots (including lots not yet platted) in the Springbrook Hills Development. It was felt this was the only fair way to retire this debt without large interest charges piling up. Assessment due date is September 30, 1979. In accordance with our By-Laws, liens will be placed upon any property for which assessment is not paid within 60 days after due date. Also, the \$400 assessed against unsold lots will be collected within 60 days of date of purchase, and will be called an Initiation Fee.
2. As an option to the \$400 assessment, the Association voted to offer 20 Lifetime Memberships to the first 20 members who pay one-thousand dollars (\$1,000.00). This Lifetime Membership exempts the lot owner from all future Dues and Assessments excluding Rental Fees (as of 5/27/79 to be called Property Use Charges). In addition, this Membership may be sold with the lot (to the next owner) with all privileges intact, but may not be transferred to another lot. (Credit will be given for the 1979-80 Dues already paid by any member.) (First 20 to pay \$1,000 from 5/27/79 date)
3. Annual Dues will remain at \$75.00 per lot, payable in advance, and due April 1st of each year.
4. We have levied Rental Fees in the past, to operate our Community Property Facilities...Clubhouse, Pool, Pond, all Common Properties. A new fee schedule was approved...now to be called Property Use Charges, and levied as follows:
 

Sold/Vacant Lots.....	\$10 per year
Rental Home, 5 Bedroom plus.....	300 per year
Rental Home, to 4 Bedroom.....	225 per year
Private/Permanent Home.....	50 per year

A Private/Permanent Home is defined as one that is occupied by the owner for nine months of the year, or is offered for rent less than 30 days per year. Charges may be paid all at once, or in quarterly payments April 1, July 1, October 1 and January 1 of each year.

All the above information may be verified from our records.

Eleanor D. LaVine, President 1979-80  
Eleanor D. LaVine (Term Expiring May, 1980)

Susan C. Flynn Witness  
Susan C. Flynn  
Barbara J. Gugler, Witness  
Barbara J. Gugler

Susan C. Flynn  
Notary Public  
SUSAN CAROL FLYNN  
Notary Public, Oakland County, Michigan  
My Commission Expires September 18, 1979

FIRST SUPPLEMENTAL DECLARATION  
OF  
MID-AMERICA DEVELOPMENT CORPORATION AFFECTING LAND  
LOCATED IN MELROSE TOWNSHIP, CHARLEVOIX COUNTY, MICHIGAN

THIS FIRST SUPPLEMENTAL DECLARATION, by MID-AMERICA DEVELOPMENT CORPORATION, a Michigan corporation, having its principal office and place of business at Walloon Lake, Michigan, is made pursuant to Article II, designated as PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO, of the Declaration, as recorded on the 24th day of October, 1969, in Liber 215 at pages 1-10, inclusive.

1. MID-AMERICA DEVELOPMENT CORPORATION, Pursuant to the paragraph as aforesaid, hereby brings the following described lands into the scheme of the Declaration heretofore recorded as aforesaid, except for the change as hereinafter more particularly set forth.

The additional lands brought into the scheme of the Declaration as aforesaid are described as follows:

Plat of Springbrook Hills No. 2 (consisting of Lots 90-140) as recorded in Liber 2 of Plats at pages 271-273, inclusive, Melrose Township, Charlevoix County, Michigan.

2. The maximum tap fee as provided for in Article VIII, Section 2 of the original Declaration shall be Four Hundred Fifty Dollars (\$450.00) instead of Two Hundred Fifty Dollars (\$250.00) for lots located within Plat of Springbrook Hills No. 2.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 10<sup>th</sup> day of April, 1974.

Witnesses:

Signed and Sealed:

Thomas G. Jackson  
THOMAS G. JACKSON

MID-AMERICA DEVELOPMENT CORPORATION

By: Joseph W. Breidenstein  
Joseph W. Breidenstein, Its President

William H. Pawlak  
WILLIAM H. PAWLAK

Attest: Mildred E. Breidenstein  
Mildred E. Breidenstein, Its Secretary

STATE OF MICHIGAN )  
                                  ) ss.  
COUNTY OF EMMET     )

On this 10<sup>th</sup> day of April, 1974, before me personally appeared Joseph W. Breidenstein and Mildred E. Breidenstein, who being by me sworn did each for himself say that they are respectively the President and Secretary of Mid-America Development Corporation, 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 the said corporation by authority of its Board of Directors; and Joseph W. Breidenstein and Mildred E. Breidenstein acknowledged said instrument to be the free act and deed of said corporation.

Thomas G. Jackson  
THOMAS G. JACKSON Notary Public

Instrument Prepared by:  
Martin B. Breighner  
Attorney at Law  
303 Howard Street  
Petoskey, Michigan 49770

CHARLEVOIX County, Michigan  
My Commission expires: November 2, 1976

O'CLOCK A. M  
*over L. H. H. H.*  
REGISTER

SECOND SUPPLEMENTAL DECLARATION  
OF  
MID-AMERICA DEVELOPMENT CORPORATION AFFECTING LAND  
LOCATED IN MELROSE TOWNSHIP, CHARLEVOIX COUNTY, MICHIGAN

THIS SECOND SUPPLEMENTAL DECLARATION, BY MID-AMERICA DEVELOPMENT CORPORATION, a Michigan corporation, having its principal office and place of business at Walloon Lake, Michigan, is made pursuant to Article II, designated as PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO, of the Declaration, as recorded on the 24th day of October, 1969, in Liber 215 at pages 1-10, inclusive.

1. MID-AMERICA DEVELOPMENT CORPORATION, Pursuant to the paragraph as aforesaid, hereby makes the following changes in the Declaration, to effect those lots previously unsold in SPRINGBROOK HILLS NO. 1 and SPRINGBROOK HILLS NO. 2 subdivisions.
2. Article III, Section 2 of the original Declaration shall be amended to include the following: "Provided, that the Developer shall have no voting rights in the Association."
3. Article IV, Section 2 of the original Declaration shall be amended to change the date of conveyance of the Common Properties to the Association from "not later than January 1, 1975" to read, "not later than January 1, 1976."
4. Article VII, Section 2 of the original Declaration shall be amended whereby the last sentence thereof shall read, "No sign or any kind of advertising device larger than two (2) square feet in size shall be displayed to the public view on any lot except signs used by a builder to advertise a new home previously unoccupied."

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 10th day of June, 1975.

Witnesses:

*Kay Harris*  
\_\_\_\_\_  
Kay Harris

*Thomas G. Jackson*  
\_\_\_\_\_  
Thomas G. Jackson

Signed and Sealed  
MID-AMERICA DEVELOPMENT CORPORATION

By: *Joseph W. Breidenstein*  
\_\_\_\_\_  
Joseph W. Breidenstein, Its President

Attest: *Mildred E. Breidenstein*  
\_\_\_\_\_  
Mildred E. Breidenstein, Its Secretary

State of Michigan )  
County of Charlevoix ) ss.

On the 10th day of June, 1975, before me personally appeared Joseph W. Breidenstein and Mildred E. Breidenstein, who being by me sworn did each for himself say that they are respectively the President and Secretary of Mid-America Development Corporation, 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 the said corporation by authority of its Board of Directors; and Joseph W. Breidenstein and Mildred E. Breidenstein acknowledged said instrument to be the free act and deed of said corporation.

Instrument Prepared by:  
Mid-America Development Corp.  
P.O. Box 219  
Walloon Lake, Mi. 49796

*Thomas G. Jackson*  
\_\_\_\_\_  
NOTARY PUBLIC  
Thomas G. Jackson  
Charlevoix County, Michigan  
My Commission expires: November 2, 1976

1 FEB -2 PM 12: 39

FOURTH SUPPLEMENTAL DECLARATION

OF  
MID-AMERICA DEVELOPMENT CORPORATION AFFECTING LAND  
REGISTER OF DEED LOCATED IN MELROSE TOWNSHIP, CHARLEVOIX COUNTY, MICHIGAN

THIS FOURTH SUPPLEMENTAL DECLARATION, by MID-AMERICA DEVELOPMENT CORPORATION, a Michigan corporation, having its principal office and place of business at Walloon Lake, Michigan, is made pursuant to Article II, designated as PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO, of the Declaration, as recorded on the 24th day of October, 1969, in Liber 215 at pages 1-10 inclusive.

1. The maximum tap fee as provided for in Article VIII, Section 2 of the original Declaration shall be Nine Hundred Fifty Dollars (\$950.00) instead of Four Hundred Fifty Dollars (\$450.00) for all previously unsold lots located within Plat of Springbrook Hills No. 1 & 2. Said fee shall be paid when due to MELROSE-CHANDLER WATER COMPANY of Walloon Lake, MI.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 1st day of August, 1988.

Witnesses:

Signed and Sealed:

MID-AMERICA DEVELOPMENT CORPORATION

Joseph R. Breidenstein  
Joseph R. Breidenstein

By: Joseph W. Breidenstein  
Joseph W. Breidenstein, Its President

Rickie Clemens  
Rickie Clemens  
STATE OF MICHIGAN )

Attest: Walter G. Breidenstein  
Walter G. Breidenstein, Its Secretary

) ss.  
COUNTY OF CHARLEVOIX )

On this 1st day of August, 1988, before me personally appeared Joseph W. Breidenstein and Walter G. Breidenstein, who being sworn did each for himself say that they are respectively the President and Secretary of Mid-America Development Corporation, the corporation named in and which executed the within instrument, and that said instrument was signed and sealed in behalf of the said corporation by authority of its Board of Directors; and Joseph W. Breidenstein and Walter G. Breidenstein acknowledged said instrument to be the free act and deed of said corporation.

Rickie Clemens  
Rickie Clemens Notary Public  
CHARLEVOIX COUNTY, Michigan  
My Commission expires: May 29, 1990

Instrument Prepared by:  
SPRINGBROOK REALTY, INC.  
Walloon Lake, MI 49796  
Rickie Clemens

IN WITNESS WHEREOF, the undersigned, being the DECLARANT HEREIN, has hereunto set its hand and seal this 30th day of May, 1997.

Witnesses:

*Debra L. Williams*  
Debra L. WILLIAMS  
*Norma Hanson*  
NORMA HANSON

Signed and Sealed:

Mid-America Development Corporation

By: *Joseph W. Breidenstein*  
Joseph W. Breidenstein, President

Attest: *Joseph R. Breidenstein*  
Joseph R. Breidenstein, Secretary

STATE OF MICHIGAN )  
COUNTY OF *Charlevoix* ) ss.

On this 30th day of May, 1997, before me personally appeared Joseph W. Breidenstein and Joseph R. Breidenstein, who being sworn did each for himself say that they are the President and Secretary respectively of Mid-America Development Corporation, the Corporation named in and which executed the within instrument, and that said instrument was signed and sealed in behalf of the said Corporation by authority of it's Board of Directors; and Joseph W. Breidenstein and Joseph R. Breidenstein acknowledged said instrument to be the free act and deed of said Corporation.

Instrument prepared by:  
Joe Breidenstein  
Mid-America Development Corp.,  
Walloon Lake, Mi. 49796

*Debra L. Williams*  
Debra L. WILLIAMS

Notary Public

*Charlevoix*  
Charlevoix County, Michigan

My Commission Expires 6-9-2000

When Recorded return to Joe Breidenstein, Walloon Lake, Mi. 49796  
P.O. Box 219

Debra L. Williams  
Notary Public, Charlevoix County, Mich.  
My Commission Expires June 9, 2000

1994 AUG 12 AM 11:48

*Charlene M. Breslin*  
REGISTER OF DEEDS

FIFTH SUPPLEMENTAL DECLARATION  
OF  
MID-AMERICA DEVELOPMENT CORPORATION AFFECTING LAND  
LOCATED IN MELROSE TOWNSHIP, CHARLEVOIX COUNTY, MICHIGAN

THIS FIFTH SUPPLEMENTAL DECLARATION, BY MID-AMERICA DEVELOPMENT CORPORATION, DEVELOPERS OF SUBJECT PROPERTIES, HAVING ITS PRINCIPAL OFFICE AND PLACE OF BUSINESS AT WALLOON LAKE, MICHIGAN, IS MADE PURSUANT TO ARTICLE II, DESIGNATED AS PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO, OF THE DECLARATION, AS RECORDED ON THE 24TH DAY OF OCTOBER, 1969 IN LIBER 215 AT PAGES 1-10, INCLUSIVE.

1. MID-AMERICA DEVELOPMENT CORPORATION, PURSUANT TO THE PARAGRAPH AS AFORESAID, HEREBY BRINGS THE FOLLOWING DESCRIBED LANDS INTO THE SCHEME OF THE DECLARATION HERETOFORE RECORDED AS AFORESAID.

THE ADDITIONAL LANDS BROUGHT INTO THE SCHEME OF THE DECLARATION AS AFORESAID ARE DESCRIBED AS FOLLOWS:

LANDS ADJACENT TO TOWNHOUSE TRAIL AND ASPENVIEW TRAIL, BEING THE PRIMARY ROADS OF SUBDIVISION NO. 2, BEING PART OF PROPOSED SPRINGBROOK HILLS NO. 3 SUBDIVISION (UNRECORDED AS OF THIS DATE), OF WHICH A METES & BOUNDS PARCEL REFERRED TO AS LOT 148 (OF THE PROPOSED SUBDIVISION) IS SPECIFICALLY INCLUDED AND HAS BEEN AN ANNUAL DUES PAYING PARCEL CONFORMING TO ALL COVENANTS AND RESTRICTIONS AND OWNERS ASSOCIATION BY-LAWS AS PROVIDED AND BINDING ON ALL SUBJECT PROPERTIES. ALSO INCLUDED ARE OTHER PARCELS ADJACENT TO SPRINGBROOK HILLS NO. 2 SUBDIVISION, WHETHER LOTS OF A METES & BOUNDS DESCRIPTION, OR THE NE 1/4 OF THE SE 1/4 SEC. 13, MELROSE TWP., CHARLEVOIX COUNTY, OR DIVISIONS THEREOF.

ANY PROPERTIES AFOREMENTIONED THAT MAY AT SOME TIME BECOME DEVELOPED AND WISH TO BECOME PART OF THE SCHEME OF THE SPRINGBROOK HILLS ASSOCIATION, SHALL ABIDE BY ALL COVENANTS AND RESTRICTIONS AND OWNERS ASSOCIATION BY-LAWS IN EFFECT AT THAT TIME, AND BE SUBJECT TO ANY DUES AND ASSESSMENTS THEN IN EFFECT BY THE OWNERS ASSOCIATION.



STATE OF MICHIGAN  
COUNTY OF CHARLEVOIX  
RECEIVED FOR RECORD

97 JUN -3 PH 2:17

SEVENTH SUPPLEMENTAL DECLARATION  
OF  
MID-AMERICA DEVELOPMENT CORPORATION AFFECTING LAND  
LOCATED IN MELROSE TOWNSHIP, CHARLEVOIX COUNTY, MICHIGAN

*Charles M. Cobbin*  
REGISTER OF DEEDS

This SEVENTH SUPPLEMENTAL DECLARATION, by Mid-America Development Corporation, Developer of subject properties, having it's principal office and place of business at Walloon Lake, Michigan, is made pursuant to Article II, designated as Property Subject To This Declaration: Additions Thereto, of the DECLARATION, as recorded on the 24th Day of October, 1969 in Liber 215, pages 1-10 inclusive.

RESTORATION OF BILLING AND COLLECTING OF ORIGINAL WATER AVAILABILITY CHARGE. ARTICLE VII - WATER SERVICE Section 1. of the original DECLARATION provided for the establishment of a minimum monthly availability charge of Five (\$5.00) Dollars per lot upon availability of water in a main in front of owner's lot.

Because of then existing laws and regulations, question arose re: collecting of said AVAILABILITY CHARGE at a point that a combination of homes and vacant lots combined to total over 75 customers, thus requiring a formal filing with the Michigan Public Service Commission to approve rates and fees. Alternate collecting was instituted with the establishment of a MAINTENANCE AND SERVICE FEE.

BE HEREBY NOTIFIED that Gov. John Engler signed a bill to deregulate water companies, and effective January 2, 1996, the Michigan Public Service Commission no longer had jurisdiction over water companies regarding rates and fees.

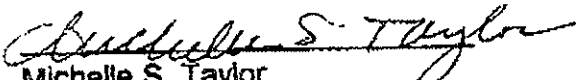
ACCORDINGLY, effective January 2, 1996, an annual WATER AVAILABILITY charge of Seventy five (\$75.00) per lot is re-established as provided in the original DECLARATION OF COVENANTS AND RESTRICTIONS. The date of billing shall be on April 1st each year, billed for the previous year or part thereof as may apply. ARTICLE VIII, WATER SERVICE, Section 1 & 2 of the DECLARATION remain in effect, including "unpaid charges shall become a lien upon the lot or lots served as of the date the same became due." Liens may be filed on effected properties if not paid within thirty (30) days of billing. Delinquent charges will be an obligation of heirs and assigns and run with the property, regardless of the recording of a lien on subject property.

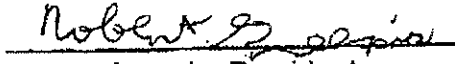
The Tap-In fee shall remain as provided for in the SIXTH SUPPLEMENTAL DECLARATION. Only Availability charges paid prior to January 2, 1996 by current owners will be credited to Tap-in fees.

The foregoing Building and Use Limitations shall not apply to the Common Properties.

I Robert Greenia, President of the Springbrook Hills Association being first duly sworn, hereby deposes and says that the above Tenth Supplemental Amendment to the Springbrook Hills Covenants and Restrictions was duly adopted by a 2/3 majority vote of the property owners at the annual meeting on May 28<sup>th</sup>, 2000.

Dated:


  
Michelle S. Taylor

  
Robert Greenia, President

  
Rhonda Knight

STATE OF MICHIGAN     )  
County of Charlevoix    ) ss.

On this 28<sup>th</sup> day of May, before me personally came the above-named Robert Greenia and made oath that he has read the foregoing by his subscribed and that the same is true of his own knowledge, except as to those matters stated to be upon information and belief and as to those matters he believes to be true.

  
Michelle S. Taylor, Notary Public  
Charlevoix County, Michigan  
My commission expires: November 14, 2002

Prepared by:  
Stephen J. Tresidder  
Attorney at Law  
2001 M-119  
Petoskey, MI 49770

**AFFIDAVIT**

99 OCT 25 AM 11:52

*Charles D. [Signature]*

REGISTER OF DEEDS

I, **ROBERT GREENIA**, President of the Springbrook Hills Association being first duly sworn, hereby deposes and says that the Ninth Supplemental Declaration to the Springbrook Hills Association Covenants and Restrictions was duly adopted by a two-third majority vote of property owner members in September 1999. The text of the adopted amendment is attached as Attachment "A".

10-16-99  
Date

Robert Greenia  
**ROBERT GREENIA**  
President of the Springbrook Hills Association

STATE OF MICHIGAN     )  
                                  ) ss.  
COUNTY OF CHARLEVOIX    )

Subscribed and sworn before me, a Notary Public this 16<sup>th</sup> day of October, 1999, by **ROBERT GREENIA**.

Michelle S. Taylor  
**MICHELLE S. TAYLOR**, Notary Public  
Charlevoix County, Michigan  
My Commission Expires: November 14, 2002

DRAFTED BY: Stephen J. Tresidder, 2001 M-119, Petoskey, MI 49770

NINTH SUPPLEMENTAL

**AMENDMENT TO THE DECLARATION  
OF COVENANTS AND RESTRICTIONS**

Springbrook Property Owners Association, by and through the undersigned, being no less than two-thirds of the property owners of Plats I and II of Springbrook Property Owners Association, hereby makes the following Amendments to the Declaration of Covenants and Restrictions, recorded at Liber 215, Pages 1-9, on October 23, 1962. Article VII of said Declaration is hereby amended to read as follows:

**ARTICLE VII**

**Section 1.**

Each lot which is subject to this Declaration shall be limited to residential use only. No building shall be erected, altered, placed or permitted to remain on any such property other than a one-family dwelling and private garage or out-buildings incidental thereto. All dwellings must have a minimum 850 square feet of enclosed living area on the main floor, not to include open porches, decks or attached garages. All structures shall be completed on the exterior within six (6) months from the start of construction.

**Section 1a.**

All buildings shall be on-site, stick built construction and shall be approved by the Architectural Control Committee prior to the commencement of construction. Each lot owner shall first submit to the Architectural Control Committee plans and specifications for approval of the proposed structure.

Any desired change to a previously approved plan or specification shall be submitted to the Architectural Control Committee for its review and approval, as a condition precedent to the construction and/or implementation of the change.

There shall be no duplication of homes on adjoining lots.

All buildings shall have a minimum 3/12 roof pitch.

No mobile home shall be placed, stored, occupied or maintained upon any lot.

All storage buildings shall have wood-frame construction, siding and roofing to match the home on the lot.

Springbrook Hills Property Owners Association  
Amendment to the Covenants and Restrictions

Section 2.

Nuisances. No structure of temporary character, RV trailer, motor home, camper, basement, tent, shack, garage, barn or other outbuilding shall be occupied or stored on the property at any time either temporarily or permanently. Operation of snowmobiles, all-terrain and other powered vehicles not licensed for public highway use is prohibited except on road right-of-ways. Household pets, as permitted herein, shall not be permitted to run at large or cause annoyance to the neighboring property owners by barking, yelping or other disturbance.

No farm animals, livestock or poultry of any kind shall be raised or kept on any lot except dogs, cats or other household pets provided that they shall not be so maintained for any commercial purpose.

Trash, garbage or any other waste material shall not be maintained on any lot or common area, except in sanitary containers or incinerators. Equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

The owner of each lot shall, at all times, keep such lot and any improvements situated thereon in such a manner as to prevent becoming unsightly. In the event an owner of any lot shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Architectural Control Committee, the Association or said committee shall maintain and restore the lot and exterior of the buildings and other improvements erected thereon. The cost of such maintenance shall be added to and become a part of the annual charge to which such lot is subject.

Section 3.

Easements. Easements are reserved along and within 6 feet of the rear line and sideline of all lots in the subdivision, and along and within 12 feet of the front line of all such lots, for the construction and perpetual maintenance of underground wires, lines, cables for electric lights, telephones, and other public and quasi-public utilities and drainage and with right of ingress to and egress from and across said premises to employees of said utilities. Said easement shall also extend along any owner's side and rear property lines in cases of fractional lots. A lot owner owning more than one (1) adjoining lot may build on such lot line and the easement shall be inoperative as to said line, provided that such building shall be placed thereon prior to the instigation of use of this easement for one of the foregoing purposes.

No wires or cables carried by poles or lines shall pass over some or any portion of said properties for utility purposes. All such property shall have underground electrical and telephone service.

No person shall erect a TV antenna, radio antenna or any other reception device for the receiving of broadcasting signals unless first approved by the Architectural Control Committee.

Section 4.

Variance. The purpose of the foregoing Building and Use Limitations being to insure the use of the properties for attractive residential uses, to prevent nuisances, to prevent impairment of the attractiveness of the property, to maintain the desirability of the community and thereby secure to each owner the full benefits and enjoyments to his or her home with no greater restriction upon the free and undisturbed use of his or her property than are necessary to insure the same addition to the foregoing shall be considered by the Association and if so approved shall then be submitted in writing to the abutting property owners and if so consented to in writing by them shall be recorded and when recorded shall be as binding as the original Covenants.

The foregoing Building and Use Limitations shall not apply to the Common Properties, except as specifically stated otherwise herein.

All other provisions of the Declaration of Covenants and Restrictions are hereby ratified and reaffirmed.

Drafted by Bridget Brown Powers  
618 Howard Street  
Petoskey, MI 49770  
P46888

**TENTH SUPPLEMENTAL AMENDMENT TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS**

At the annual meeting of the Springbrook Property Owners Association held on May 28, 2000 the below Amendments were adopted by a two-thirds (2/3) majority vote of property owners:

**ARTICLE IX**

Section I of Article IX of the original Declaration of the Covenants and Restrictions of Springbrook Hills Subdivision dated October 23, 1969 and recorded at Liber 215, Page 9 of the Charlevoix County Records is hereby repealed. The Amendment to this section contained in the Eighth Supplemental Declaration, dated July 20, 1997 and recorded at Liber 378, page 0455-6 of the Charlevoix County Records is reaffirmed and readopted.

**NINTH SUPPLEMENTAL AMENDMENT TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS**

The Ninth Supplemental Amendment to the Declaration of Covenants and Restrictions and recorded at Liber 398, Page 964-966 of the Charlevoix County records is repealed.

**ARTICLE VI AND ARTICLE VII OF THE ORIGINAL  
DECLARATION OF COVENANTS AND RESTRICTIONS**

Article VI and Article VII of the Original Declaration of Covenants and Restrictions recorded at Liber 215, Page 6-8 of the Charlevoix County Records are hereby repealed and replaced with the following new Article VI and Article VII:

**ARTICLE VI - ARCHITECTURAL CONTROL COMMITTEE**

**Section 1: Review by Committee.** No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted in writing as to harmony of external design and location in relation to surrounding structures and topography to the Board of Directors of the Association, or to an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. The Architectural Control Committee shall have the right to approve or reject plans for any improvements to be constructed, modified, or altered within the development.

**Section 2:** All plans required to be submitted for review shall be prepared by a licensed architect or other person satisfactory to the Architectural Control Committee, and shall be prepared in a form as determined from time to time by the Architectural Control Committee. All plans must be submitted as outlined in section 4 (A-F) below.

**Section 3:** Prior to submitting final plans as required hereby, persons wishing to make improvements within the development shall submit preliminary plans to the Architectural Control Committee for preliminary approval.

**Section 4:** After preliminary approval by the Architectural Control Committee, final plans and specifications shall be submitted to the Architectural Control Committee for final approval, of which final plans and specifications shall include the following:

- (A) Complete plans and specifications sufficient to secure a building permit from the appropriate governmental authority, including a dimensioned site plan showing the full lot and the placement of all improvements thereon.
- (B) Front, sides and rear exterior elevations of any building, plus elevations of any walls or fences.
- (C) A prospective drawing or model, if deemed necessary by the Architectural Control Committee, to interpret adequately the exterior mass and design.
- (D) Data as to size, materials, colors and textures of all exterior surfaces including samples of such materials if required by the Architectural Control Committee.
- (E) A grading and landscape plan.
- (F) Any other data, drawing or material which the Architectural Control Committee reasonably requests in order to fulfill its function.

**Section 5:** A complete set of plans and specifications shall be retained by the Architectural Control Committee.

**Section 6:** The Architectural Control Committee may disapprove plans because of noncompliance with any of the restrictions herein contained, or because of dissatisfaction with the grading and drainage plan, location of the structure or structures on the lot, the materials used, the color scheme, the finish, design, proportion, shape, height, style or appropriateness of the proposed improvement or alteration or because of any matter or thing which in the judgment of the Architectural Control Committee would render the proposed improvement or alteration inharmonious with or out of keeping with the objectives of the Architectural Control Committee or with improvements erected or to be erected on other lots in the development, including purely aesthetic conditions.



**Section 7:** The Architectural Control Committee has thirty (30) days to approve or disapprove any submitted plans. Plans and specifications shall be considered approved when a Certificate of Approval, appropriately signed and dated, has been issued by the Committee. Plans and specifications shall be considered disapproved when the Committee issues a Notice of Disapproval stating the reasons therefore and possible corrective measures.

**Section 8:** In the event the Architectural Control Committee fails to approve or disapprove the final plans within thirty (30) days after proper submission, then such approval will not be required, but all other limitations, conditions and restrictions set forth in these bylaws shall apply and remain in force as to such plans.

**Section 9:** No person acting as a member of the Architectural Control Committee shall be liable to any other person for any action taken or decision made as a member of the Architectural Control Committee so long as action was taken or decision was made in good faith.

## **ARTICLE VII - BUILDING AND USE LIMITATIONS**

**Section 1:** Each lot which is subject to this Declaration shall be limited to residential use unless otherwise specified in the conveyance from Developer to an Owner. No building shall be erected, altered, placed or permitted to remain on any such property other than a one family dwelling and private garage or out-buildings incidental thereto. All one story dwellings must have a minimum of 850 square feet of enclosed living area, and multiple story dwellings must have a minimum of 600 square feet of living area on the main floor, exclusive of open porches or attached garages. All structures shall be completed on the exterior within six (6) months from start of construction.

**Section 1a:** All improvements involving construction of a structure shall comply in all respects to the terms and provisions of these bylaws, all ordinances, health and safety regulations, and building codes of Meirose Township, Charlevoix County, and the State of Michigan.

**Section 1b:** Manufactured homes (i.e. HUD construction on steel frames), double wides, mobile homes, trailers, shacks, barns, or any temporary building of any description whatsoever are expressly prohibited, and no temporary occupancy shall be permitted in unfinished residential buildings. Tents for entertainment or recreational purposes are permitted for periods not to exceed forty-eight (48) hours. The erection of a temporary storage building by a builder or his subcontractors for materials and supplies to be used in the construction of a dwelling on the lot of the dwelling is permitted only during the period when improvements are under construction.

**Section 1c:** No exterior lighting shall be installed so as to disturb the occupants of neighboring lots or impair the vision of traffic on any street.

**Section 1d:** Modular homes are permissible if they are built in compliance with the local building code, meet all other requirements contained in this Article, and receive approval from the Architectural Control Committee pursuant to Article VI.

SPRING BROOK

NAME Resident: Bob Greenia		<input type="checkbox"/> BUY		<input type="checkbox"/> RENT	
ADDRESS 3595 m-15		DATE June 15, 98			
BUS. ADDRESS Reese, MI 48757		HOME PHONE 517-754-4240		BUS. PHONE	
CASH DOWN	PRICE RANGE	MONTHLY PAYMENTS	GI	FHA	CONV.
TYPE OF HOUSE DESIRED			ROOMS NEEDED	BEDROOMS NEEDED	
SPECIAL REQUIREMENTS Insurer: Perry Bender 517-652-6455					
PRESENT HOME <input type="checkbox"/> OWN <input type="checkbox"/> RENT		INCOME		OCCUPATION	
HEARD OF US FROM			SALESPERSON		

PROSPECT DATA CARD

PROSPECT DATA CARD

IN WITNESS WHEREOF, THE UNDERSIGNED, BEING THE DECLARANT HEREIN, HAS HEREUNTO SET ITS HAND AND SEAL THIS 4th DAY OF August, 1994.

WITNESSES:

SIGNED & SEALED:

*Julie Schmalzried*  
Julie Schmalzried  
*William B. Mackie*  
William B. Mackie

MID-AMERICA DEVELOPMENT CORP.

BY: *Joseph W. Breidenstein*  
Joseph W. Breidenstein PRESIDENT  
*Walter G. Breidenstein*  
Walter G. Breidenstein, SECRETARY

STATE OF MICHIGAN )  
  ) SS.  
COUNTY OF CHARLEVOIX )

ON THIS 4th DAY OF August, 1994, BEFORE ME PERSONALLY APPEARED JOSEPH W. BREIDENSTEIN AND WALTER G. BREIDENSTEIN, WHO BEING BY ME SWORN DID EACH FOR HIMSELF SAY THAT THEY ARE RESPECTIVELY THE PRESIDENT AND SECRETARY OF MID-AMERICA DEVELOPMENT CORPORATION, THE CORPORATION NAMED IN AND WHICH EXECUTED THE WITHIN INSTRUMENT, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF THE SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS; AND JOSEPH W. BREIDENSTEIN AND WALTER G. BREIDENSTEIN ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

*Sharyn D. Olliffe*  
Sharyn D. Olliffe  
NOTARY PUBLIC

CHARLEVOIX COUNTY, MICHIGAN

MY COMMISSION EXPIRES:  
SHARYN D. OLLIFFE  
NOTARY PUBLIC - CHARLEVOIX COUNTY, MICH.  
MY COMMISSION EXPIRES 11-18-95

11-18-1995

INSTRUMENT PREPARED BY: ~~JOE BREIDENSTEIN~~ - MID-AMERICA DEVELOPMENT CORPORATION,  
P.O. BOX 219, WALLOON LAKE, MI. 49796

**Section 2:** No sign of any kind or advertising device shall be displayed to the public view on any lot except signs used by a builder to advertise a new home previously unoccupied, or a lawn sign no larger than 3 feet by 3 feet advertising a home or lot for sale.

No animals, livestock or poultry of any kind shall be raised or kept on any lot except dogs, cats or other household pets provided that they shall not be so maintained for any commercial purpose.

Trash, garbage or any other waste material shall not be kept except in sanitary containers or incinerators. Equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

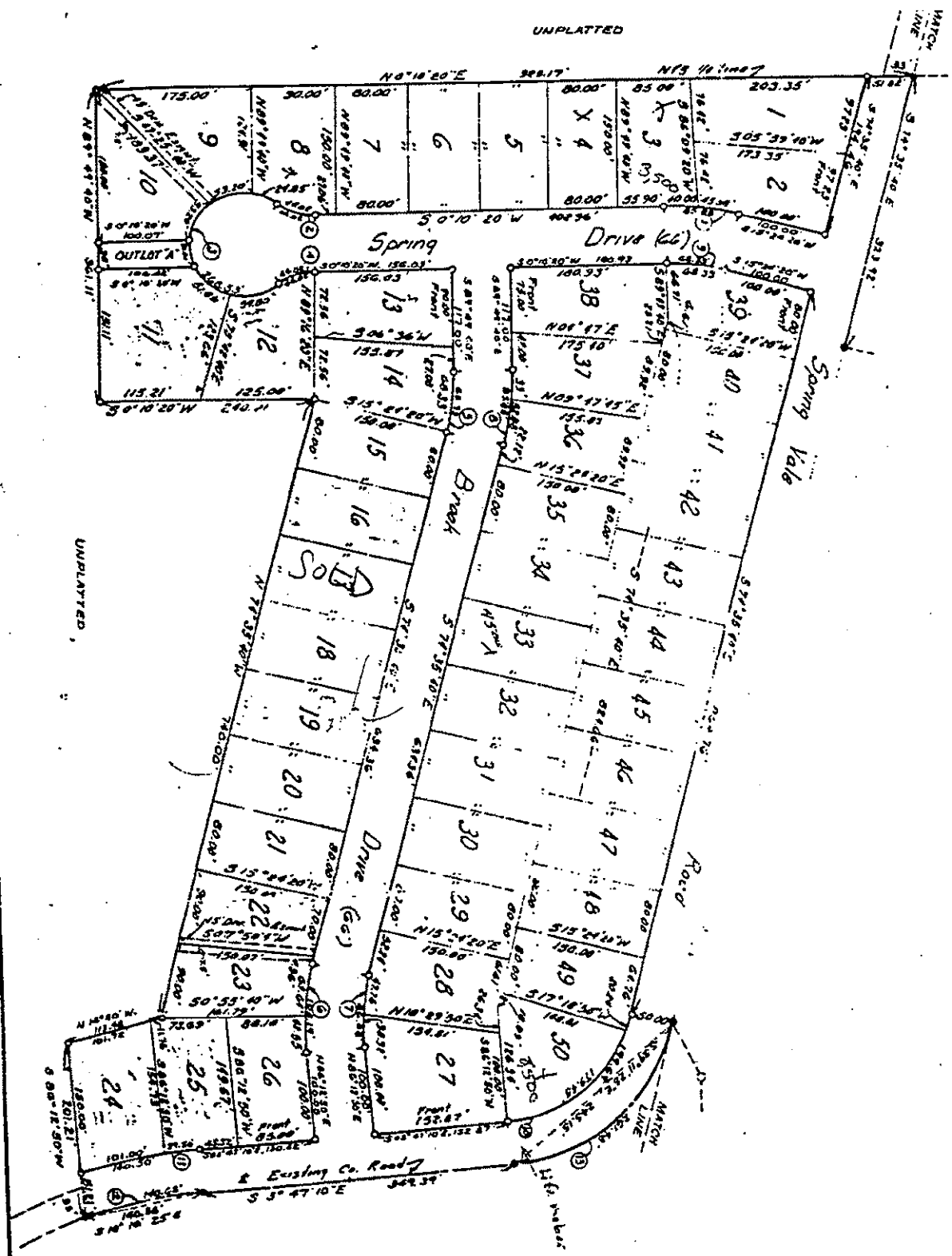
The owner of each lot shall, at all times, keep such lot and any improvements situated thereon in such a manner as to prevent its becoming unsightly. In the event an owner of any lot shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Architectural Control Committee, such Committee shall have the right, through its agents, and employees to enter upon said lot and repair, maintain and restore the lot 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 lot is subject.

**Section 3: Building Location.** All structures will be located on the property in accordance with local zoning requirements for single family residential lots.

**Section 4: Easements.** Easements are reserved along and within 6 feet of the rear line and sidelines of all lots in the subdivision, and along and within 12 feet of the front lot line of all such lots, for the construction and perpetual maintenance of underground wires, lines, cables for electric lights, telephones and other public and quasi-public utilities and drainage and with right of ingress to and egress from and across said premises to employees of said utilities. Said easement to also extend along any owner's side and rear property lines in cases of fractional lots. The person owning more than one (1) lot may build on such lot line and the easement shall be inoperative as to said line provided that such building shall be placed thereon prior to the instigation of use of this easement for one of the foregoing purposes.

No wires or cables carried by poles or lines shall pass over some of any portion of said properties for utility purposes. All such property shall have underground electrical and telephone service. No person shall erect thereon a TV antenna, radio antenna or any other antenna for the reception of television or broadcasting signals unless such erection shall be approved by the Architectural Control Committee.

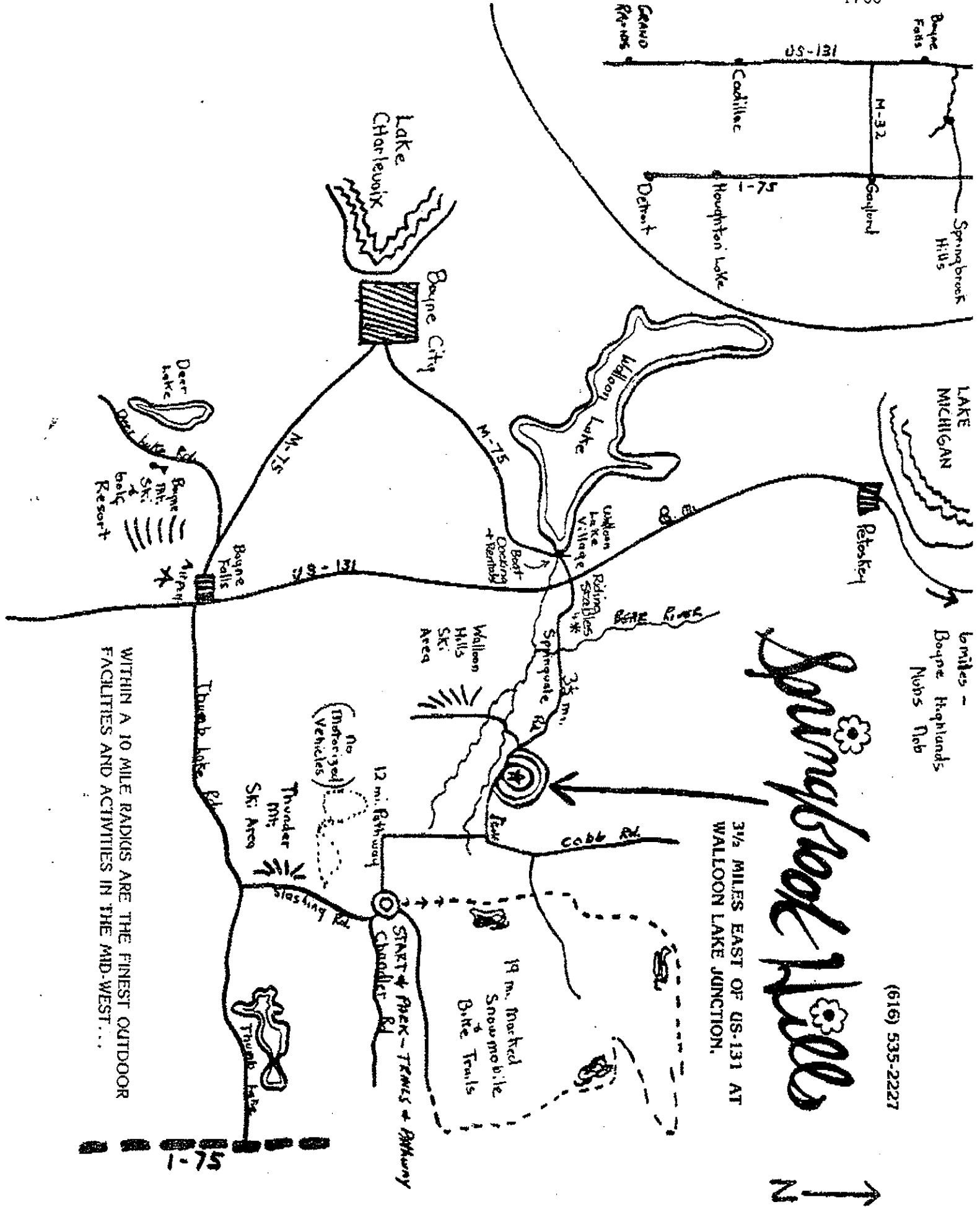
**Section 5. Variance.** The purpose of the foregoing Building and Use Limitations being to insure the use of the properties for attractive residential users, to prevent nuisances, to prevent impairment of the attractiveness of the property, to maintain the desirability of the community and thereby secure to each owner the full benefits and enjoyments of their home with no greater restriction upon the free and undisturbed use of their property than is necessary to insure the same advantages to other owners. Any reasonable change, modification or addition to the foregoing shall be considered by the Architectural Control Committee and if so approved will then be submitted in writing to the abutting property owners and if so consented to in writing, a written Variance shall be recorded and when recorded shall be as binding as the original Covenants.



NO	CURVE		
	D	A	L
1	157'4"	3230'	8700'
2	367'2'0"	6600'	4100'
3	256'33'4"	6600'	24435'
4	387'2'0"	6600'	4100'
5	157'4"	6370'	6835'
6	187'1'0"	5230'	4007'
7	187'1'0"	5270'	6600'
8	157'4"	5230'	9180'
9	157'4"	2570'	6835'
10	70'0'0"	4460'	799'65'
11	11'3'9'15"	9710'	100'50'
12	12'58'30"	6212'4"	100'60'
13	70'44'30"	211'06"	201'48"

Scale: 1 Inch Equal  
 0' 100' 200'

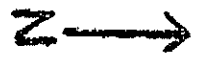
Surveyed  
 1887 M.



3 1/2 MILES EAST OF US-131 AT WALLLOON LAKE JUNCTION.

# Springbrook Woods

(616) 535-2227



WITHIN A 10 MILE RADII ARE THE FINEST OUTDOOR FACILITIES AND ACTIVITIES IN THE MID-WEST...

6 miles - Bayne Highlands Nubs Nob

Petabaker

Boat Docking + Rentals

Bayne City

Bayne Falls

Airport

Bayne Ski & Golf Resort

Walloon Hills Ski Area

Thunder Mt. Ski Area

START of FIRE - TRAILS + RAILWAY

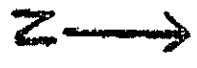
19 mi. Marked Snowmobile Bike Trails

No Motorized Vehicles

LAKE MICHIGAN

6 miles - Bayne Highlands Nubs Nob

(616) 535-2227



WITHIN A 10 MILE RADII ARE THE FINEST OUTDOOR FACILITIES AND ACTIVITIES IN THE MID-WEST...

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START of FIRE - TRAILS + RAILWAY

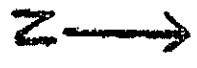
19 mi. Marked Snowmobile Bike Trails

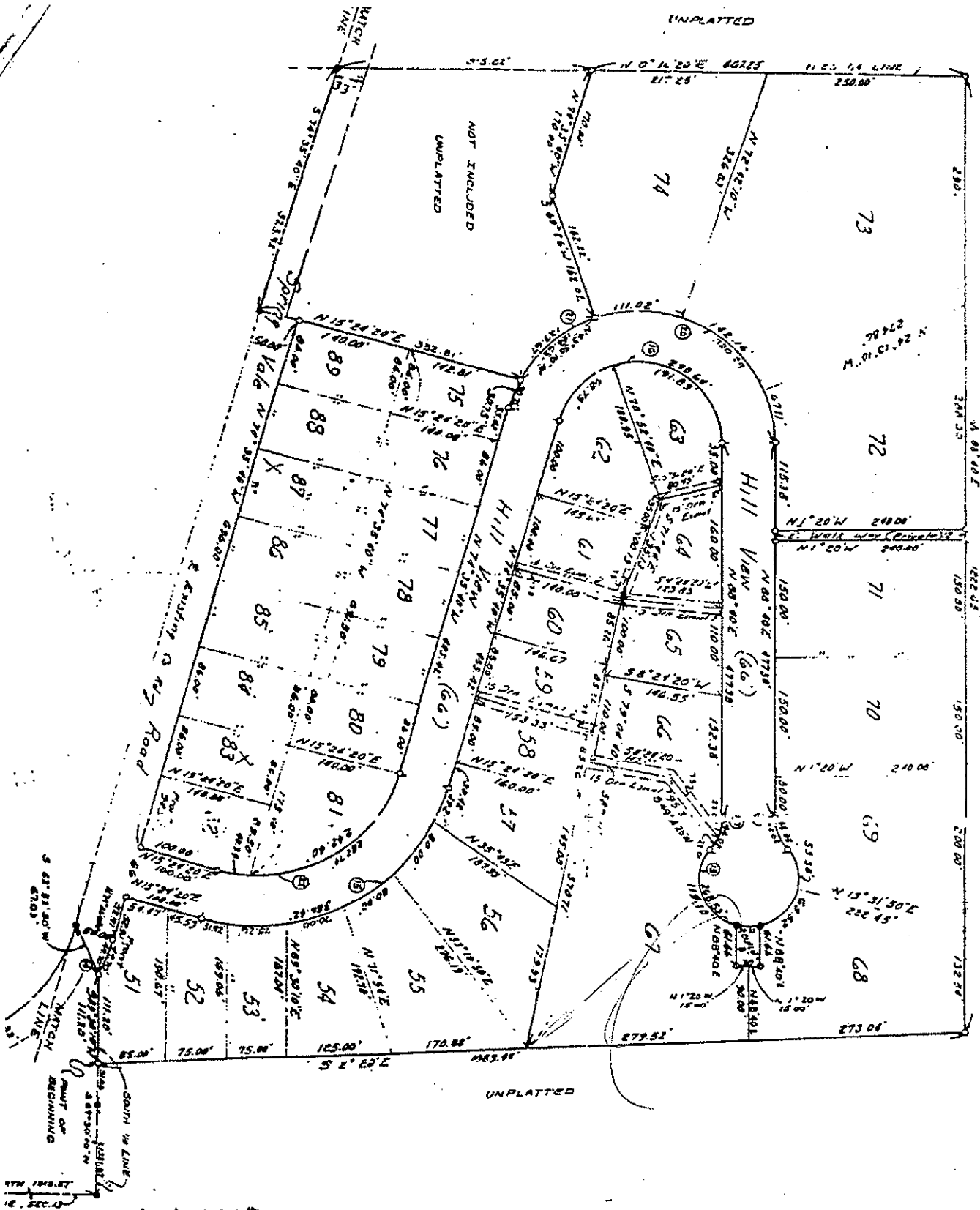
No Motorized Vehicles

LAKE MICHIGAN

6 miles - Bayne Highlands Nubs Nob

(616) 535-2227





NO	Δ	CURVE		I
		R	L	
14	10° 57' 30"	261.58	457.0'	A
15	90° 00'	246.00	304.42'	A
16	46° 15' 30"	102.00	230.65'	A
17	30° 12' 30"	66.00	141.00'	S
18	256° 22' 30"	60.00	222.83'	A
19	30° 12' 30"	66.00	141.00'	A
20	63° 15' 30"	146.00	170.71'	N
21	45° 31' 30"	188.00	127.87'	N
22	90° 00'	180.00	120.74'	N

- LEGEND:**
1. ALL DIMENSIONS ARE IN 1
  2. ALL CURVE DIMENSIONS ARE
  3. CONCRETE MONUMENTS ARE
  4. POINTS MARKED WITH "O",
  5. LOT CORNERS HAVE BEEN MIN 18" LONG.
  6. Bearings were established from Liber 214 Page 874.

Scale: 1 Inch Equals 200'