

**SCHEDULES OF ROSE LAKE FOREST SUBDIVISION PLAT RESTRICTIONS  
AND OTHER RELEVANT RECORDED DOCUMENTS**

**1. ROSE LAKE FOREST BEACH**

A. Declaration

Part of Section 5

Dated: 1/30/1978

Liber 357, Pages 577-584

B. Declaration of Restrictive Covenants Rose Lake Forest Property Owners Association

Dated: 5/8/1991

Liber 537, Pages 224-229

*DUPLICATED BELOW:*

*N. Rose Lake Forest Hills and Rose Lake Forest Hills*

*Rose Lake Forest Knolls No. 1/Rose Lake Forest Knolls No. 2*

*Rose Lake Forest Slopes 3*

*Rose Lake Forest Valley*

*Rose Lake Forest Shores*

*Rose Lake Forest, Plat of*

*Rose Lake Forest, Rep/at see E.*

*Rose Lake Forest, Rep/at see N.*

*Rose Lake Forest, Rep/at see W.*

*Rose Lake Forest, Rep/at see Northwest*

*South Rose Lake Forest*

*SW Rose Lake Forest/SW Rose Lake Forest Amended Plat/Lot 34A*

C. Warranty Deed

Pine River Timber Company to Shanaver

Dated 9/24/1993

Liber 568, Page 327

D. Declaration of Restrictive Covenants Rose Lake Forest Property Owners Association

Dated 8/20/2000

Liber 705, Pages 629-643

*DUPLICATED BELOW:*

*Rose Lake Forest Slopes 3*

*Rose Lake Forest, Plat of*

*Rose Lake Forest Rep/at see E.*

*Rose Lake Forest Rep/at see N. (in part)*

*Rose Lake Forest, Rep/at see W.*

*Rose Lake Forest, Rep/at see Northwest*

*South Rose Lake Forest*

*SW Rose Lake Forest/SW Rose Lake Forest Amended Plat/Lot 34A*

E. Affidavit of Truth

Dated 8/7/2014

Liber 935, Page 203

*DUPLICATED BELOW:*

*North Rose Lake Forest Hills*

*Rose Lake Forest Knolls No. 1 and Rose Lake Forest Knolls No. 2*

*Rose Lake Forest Slopes 3*

*Rose Lake Forest Shores*

*Rose Lake Forest, Plat of*

*Rose Lake Forest Rep/at see E.*

*Rose Lake Forest, Rep/at see W.*

*Rose Lake Forest; Rep/at see Northwest*

*South Rose Lake Forest*

*South Rose Lake Forest and Southwest Rose Lake Forest Amended  
Plat/Lot 34A*

F. Notice and Declaration of Void Covenants and Usurpaton of Franchise

Dated 8/8/2014

Liber 935, Page 204

*DUPLICATED BELOW.·*

*North Rose Lake Forest Hills*

*Rose Lake Forest Knolls No. 1 and Rose Lake Forest Knolls No. 2*

*Rose lake Forest Slopes 3*

*Rose Lake Forest Shores*

*Rose Lake Forest, Plat of*

*Rose Lake Forest Rep/at see E.*

*Rose Lake Forest, Rep/at see W.*

*Rose Lake Forest; Rep/at see Northwest*

*South Rose lake Forest*

*South Rose Lake Forest and Southwest Rose Lake Forest Amended  
Plat/Lot 34A*

G. Consent Judgment to Alter Rose Lake Beach

Dated 6/18/2006

Liber 839, Page 367

**2. N. ROSE LAKE FOREST ffills; ROSE LAKE FOREST HILLS**

A. Declaration

Dated 1/3/1978

Liber 356, Pages 403-410

B. Declaration

Dated 6/30/1978

Liber 356, Pages 527-534

C. *SEE DUPLICATION ABOVE 1(B)(D)(E)(F)*

**3. ROSE LAKE FOREST KNOLLS NO. 1; ROSE LAKE FOREST KNOLLS NO.2**

- A. Declarations for No. 1  
Dated 6/30/78  
Liber 356, pages 535-542
- B. Declarations for No. 2  
Dated 6/30/78  
Liber 356, pages 543-50
- C. *DUPLICATION ABOVE 1(B)(E)(F)*

**4. ROSE LAKE FOREST SLOPES 3**

- A. Declarations  
Dated 6/30/78  
Liber 357 Pages 31-38
- B. Declarations  
Dated 6/30/78  
Liber 357, Pages 39-46
- C. *DUPLICATION ABOVE 1(B)(E)(F)*

**5. ROSE LAKE FOREST SHORES**

- A. Declarations  
Dated 3/14/76  
Liber 327, Pages 406-434
- B. Health Restrictions for "RoseLake Forest Shores"  
Dated 5/2/75  
Liber 327, Page 435
- C. Warranty Deed  
Dated 7/7/87  
Liber 471, Page 98
- D. *DUPLICATION ABOVE 1(B)(D)(E)(F)*

**6. ROSE LAKE FOREST VALLEY**

- A. *DUPLICATIONS ABOVE 1(B)(E)(F); 4(B)*

**7. ROSE LAKE FOREST, PLAT OF**

- A. Declarations  
Dated 2/21/72  
Liber 310, Page 526
- B. Restrictions to Rose Lake Forest "Rose Lake Township, Osceola County, Michigan  
Dated 10/29/73

- Liber 310, Page 533
- C. Restrictions to "Rose Lake Forest" Rose Lake Township, Osceola County, Michigan  
Dated 10/29/73  
Liber 310, Page 534
- D. Addendum to Restrictions  
Re: Lots 53, 54, 55, 77, 91  
Dated 3/1/78  
Liber 345, Page 340
- E. Health Restrictions for "Rose Lake Township"  
Dated 11/26/73  
Liber 310, Page 483
- F. Amendment to Declarations of Restrictive Covenants  
Dated 3/24/76  
Liber 328, Page 198  
*DUPLICATION BELOW IN 8, 9, 10*
- G. Amendment to Declaration of Restrictive Covenants  
Dated 4/20/76  
Liber 328, Page 199  
*DUPLICATION BELOW IN 8, 9, 10*

**8. ROSE LAKE FOREST. REPLAT SEE E.**

- A. Health Restrictions for "East Rose Lake Forest"  
Dated 11/26/73  
Liber 310, Page 484
- B. Addendum to Restrictions  
Re: Lots 9, 19, 20, 52  
Dated 3/1/78  
Liber 345, Page 342
- C. Declarations  
Dated 2/21/72  
Liber 310, Page 535-541
- D. Restriction to "East Rose Lake Forest" Rose Lake Township, Osceola County, Michigan  
Dated 10/29/73  
Liber 310, Page 542
- E. Restriction to "East Rose Lake Forest" Rose Lake Township, Osceola County, Michigan  
Dated 10/29/73  
Liber 310, Page 543
- F. *DUPLICATIONS ABOVE l(B)(D)partial(E)(F); 7(F)(G)*



**9. ROSE LAKE FOREST, REPLAT SEEN.**

- A. Declarations  
Dated 2/21/72  
Liber 298, Pages 169-175
- B. Restrictions to "North Rose Lake Forest" Rose Lake Township, Osceola  
County, Michigan  
Dated 7/10/72  
Liber 298, Page 176
- C. Restriction on "North Rose Lake Forest"  
Dated 7/13/72  
Liber 298, Page 256
- D. DUPLICATIONS ABOVE I(B)(D); 7(F)(G)

**IO. ROSE LAKE FOREST, REPLAT SEE W.**

- A. Health Restrictions for "West Rose Lake Forest"  
Dated 11/26/73  
Liber 310, Page 485
- B. Declarations  
Dated 2/21/72  
Liber 310, Pages 544-550
- C. Restrictions on "West Rose Lake Forest" Rose Lake, Michigan, Osceola  
County, Michigan  
Dated 10/29/73  
Liber 310, Page 551
- D. Restrictions on "West Rose Lake Forest" Rose Lake, Michigan, Osceola  
County, Michigan  
Dated 10/29/73  
Liber 310, Page 552
- E. DUPLICATIONS ABOVE I(B)(D)(E)(F); 7(F)(G)

**II. ROSE LAKE FOREST, REPLAT SEE NORTHWEST**

- A. Health Restrictions for "Northwest Rose Lake Forest"  
Dated 11/26/73  
Liber 310, Page 486
- B. Declarations  
Dated 2/21/72  
Liber 310, Page 553-559
- C. Restrictions on "Northwest Rose Lake Forest" Rose Lake Township,  
Osceola County, Michigan  
Dated 10/29/73

- Liber 310, Page 560  
D. Restrictions on "Northwest Rose Lake Forest" Rose Lake Township,  
Osceola County, Michigan  
Dated 10/29/73  
Liber 310, Page 561  
E. DUPLICATIONS ABOVE 1(B)(D)(E)(F)

**12. ROSE LAKE HEIGHT**

- A. Dedication of Restrictions  
Dated 4/23/75  
Liber 320, Pages 411-412  
B. Order Allowing Abandonment of a Portion of Oak Hills Drive  
Dated 8/8/73  
Liber 307, Page 290

**13. ROSE LAKE HTS. REPLAT VACATED PT OF OAKHILLS DRIVE. SEE  
ROSE LAKE IN THE WOODS NO. 1**

- A. Health Restrictions for "Rose Lake in the Woods No. 1"  
Re: multiple lots  
Dated 8/6/73  
Liber 308, Page 633-634  
8.- Deed of Restrictions  
Dated 8/31/73  
Liber 308, Pages 635-643  
C. Amendment to Deed Restrictions  
Dated 8/3/81  
Liber 387, Pages 372-374

**14. ROSE LAKE IN THE WOODS NO. 2; ROSE LAKE IN THE WOODS NO. 3**

- A. Restrictions Rose Lake in the Woods No. 2  
Re: multiple lots  
Dated 4/22/78  
Liber 352, Pages 26, 27, 28  
B. Restrictions Rose Lake in the Woods No. 3  
Re: multiple lots  
Dated 4/22/78  
Liber 352, Pages 125-127  
C. Deed of Restrictions  
Rose Lake Development Company/All Future Owners of Lots  
Dated 10/20/78  
Liber 353, Pages 294-303  
D. Deed of Restrictions  
Rose Lake Development Company/All Future Owners of Lots

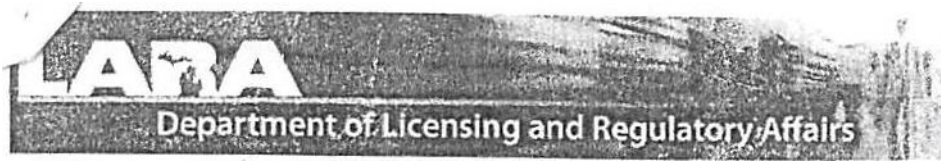
- Dated 8/27/80  
Liber 371, Pages 286-295
- E. Amendment to Deed of Restrictions  
Dated 8/26/81  
Liber 387, Pages 370-371
- F. Amendment to Deed of Restrictions  
Dated 8/20/81  
Liber 387, Pages 375-377

**15. SOUTH ROSE LAKE FOREST**

- A. Health Restrictions  
Dated 1/14/75  
Liber 321, Pages 221-222
- B. Building and Use Restrictions  
Dated 1/14/75  
Liber 321, Page 223
- C. Building and Use Restrictions  
Dated 1/14/75  
Liber 321, Page 224
- D. Building and Use Restrictions  
Dated 1/14/75  
Liber 321, Page 225
- E. Addendum to Restrictions  
Re: Lots 63, 83, 104, 108 and 109  
Dated 11/29/78  
Liber, 353, Page 668
- F. Addendum to Restrictions  
Re: Lots 10, 13, 14, 15, 44, 61, 66, 95, 98, 99, 102, 103  
Dated 3/1/78  
Liber 345, Page 341
- G. DUPLICATIONS ABOVE I(B)(D)(E)(F)

**16. SOUTHWEST ROSE LAKE FOREST: SOUTHWEST ROSE LAKE FOREST, AMENDED PLAT/LOT 34A**

- A. Declarations  
Dated 1/3/1978  
Liber 356, Pages 411-418
- B. *DUPLICATIONS ABOVE I(B)(D)(E)*



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 Michigan's  
Official  
Web Site

Bureau of Construction Codes

## Statewide Results for Subdivision Plats

[e:za,ggnt:fv:m](#)
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[M](#)

Click on column headings to sort the column.

Sub-division Name	Card Number	County	Section	Township	Range	Private Claim
1n1 N . ROSE LAKE FOREST HILLS	<a href="#">56776</a>	OSCEOLA	5	19N	09W	
fo ] ROS E LAKE BEACH	<a href="#">21201</a>	OSCEOLA	3	19N	09W	
ROSE LAKE BEACH, AM.P. OF LOTS 8 TO 18 INCLUSIVE ,	<a href="#">68003</a>	OSCEOLA	3	19N	09W	
9 fil t, ECAISi:::FQRESTBE6QIj	<a href="#">56827</a>	OSCEOLA	4	19N	09W	
OSE LAK"E F0REST BEA	<a href="#">56827</a>	OSCEOLA	9	19N	09W	
t:cll ROSE LAKE FOREST HILLS	<a href="#">56828</a>	OSCEOLA	5	19N	09W	
ROSE LAKE FOREST K OLLS NO. 1	<a href="#">56829</a>	OSCEOLA	5	19N	09W	
ROSE LAKE FOREST KNOLLS NO. 2	<a href="#">56830</a>	OSCEOLA	5	19N	09W	
tl:cll ROS E Lt,KE rO RESI SHORE	<a href="#">55090</a>	OSCEOLA	9	19N	09W	
.frdl ROSE LAKE FOREST SLOPES 3	<a href="#">56831</a>	OSCEOLA	5	19N	09W	
frll 130 SE L KE FOREST VALLEY	<a href="#">518J2</a>	OSCEOLA	5	19N	09W	
uc1 ROSE LAKE FOREST PLAT OF	<a href="#">54101</a>	OSCEOLA	5	19N	09W	
j ROSE LAKE FOREST PLAT OF	<a href="#">3-1101</a>	OSCEOLA	5	19N	09W	
faal ROSE LAKE FOREST REPLAT SEE E.	<a href="#">14099</a>	OSCEOLA	5	19N	09W	
t, tl FW --1: LAKE FOREST, REPLAT SEE N	<a href="#">29:19</a>	OSCEOLA	5	19N	09W	
fj i3.QSE LAKE FOW -S-r REPLAT SEE W.	<a href="#">54102</a>	OSCEOLA	5	19N	09W	
i:lll ROSE LAKE FOREST,REPLAT SEE NORTHWEST	<a href="#">54100</a>	OSCEOLA	5	19N	09W	
4-i ROSE LAKE HEIGHT	<a href="#">40184</a>	OSCEOLA	9	19N	09W	
fu:A ROSE LAKE HTS, REPLAT VACATED PT. OF OAKHILLS DR. SEE ROSE LAKE IN THE WOODS NO.1	<a href="#">53903</a>	OSCEOLA	9	19N	09N	
U:rl ROS E LAKE ,N THE woods NO2	<a href="#">56495</a>	OSCEOLA	9	19N	09W	

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Next Page &gt;

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[New Search](#)

DOW ALL... BY 'IHUII IUSBl1'l'S th•twe heundersigned, the  
**Pine River ftllher Coapany**, a Nichigab Corporation and all  
persons and owners by **Allan D. Wood**, Attormey in Fact,  
124 N. Kitchalli Cadillac, Michigan, being the present  
ownera of the folowill9 described property in the Township  
of Rooe Lake, Osceola CoWlty, Michigan, to wit:

- All the land in the plat of "ROSB LAKE :roun IIBACHD  
accordiaq to the plat thereof.

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ARTICLi I

DEFINITIONS

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#### ARTICLE II ADDITIONS THERETO

##### PROPERTY SUBJECT TO THIS DECLARATION:

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Oaccola County, Michigan and b more parlicularly dC1Cf!!..cd is  
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ROSE LAKE FOREST

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Range 9 Well, Rose Lake Townslip, Osceola Cojmtly, Mia-

'gan  
all ot' whkh ral y lhall hereinafter be r to as

"Existing Property." \*

II Additional i-cb\_, become subject to this Decla-

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#### ARTICLE II!

##### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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ARTICLE IV  
PROPERTY RIGHTS IN THE COMMON PLEAS  
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## ...D. PARKS

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## ARTICLE V

## ARTICLE V

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Section 4. Original Assessments for Capital Improvements. The annual assessment for capital improvements shall be based on the assessed value of the property as of the date of the original assessment. The assessment shall be based on the assessed value of the property as of the date of the original assessment. The assessment shall be based on the assessed value of the property as of the date of the original assessment.

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#### ARTICLE VII

#### BUILDING AND USE LIMITATIONS

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

#### ARTICLE VIII HEALTH RESTRICTIONS

(1) All lots 9-31) subject to the following restrictions. No person shall begin construction of or make major repair to any septic tank, septic toilet or sub-surface disposal system until owner or his representative has made application to the Central Michigan District Health Department, Reed City, Michigan;

(2) Each well drilled...on this plat Clots 1-31) must pass through a protective clay layer before an aquifer is used or if no clay layer is evident, the well shall be constructed to a minimum depth of 80 feet and will be constructed in accordance with ground water quality rules and regulations.

(3) Construction on the following lot is hereby restricted as follows: Lot 28 is not suitable for on site sewage disposal.

(4) Construction on the following lots are hereby restricted as follows: The placement of a dwelling and septic disposal system must be located on the lot in the area identified to the satisfaction of the Central Michigan District Health Department, Reed City, Michigan.

Lot 9 - Front half of lot

Lot 10 - Front half of lot

Lot 14 - Southern third of lot

Lot 15 - Northern two thirds of lot

Lot 16 - Front two thirds of lot

#### ARTICLE IX LIGHT RESTRICTIONS

No street light or mercury light shall be installed or erected within the plat of "ROSE LAKE PORBET BEACH"

Flood lights, if installed, shall be installed in such manner that the light does not illuminate areas other than that owned by the lot owner making such installation.

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S.

DECLARATION OF RESTRICTIVE COVENANTS  
ROSE LAKE FOREST PROPERTY OWNERS ASSOCIATION

This Declaration of Restrictive covenants (the "Declaration") is executed as of the .!!!!. day of MAY, 1991 by the ROSE LAKE FOREST PROPERTY OWNERS ASSOCIATION, a Michigan non-profit corporation, of P.O. Box 64, LeRoy, Michigan 49655 (the "Association") and replaces and supersedes all prior declarations recorded for any of the properties described below.

Recitals

A. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Township of Rose Lake, county of osceola and state of Michigan and is legally described as followsr

Rose Lake Forest being a subdivision in parts of Sections 4, 5, 2, and 9: Township 19 North; Range 9 West; Rose Lake Township, Osceola County, Michigan (the "Forest"), as more specifically described on the attached Exhibit

**A.**

B. The intent of the Association is to:

(1) Maintain and preserve a quality residential community, with parks, beach, picnic and meeting areas and other common facilities for the benefit of the members;

(2) Through its **Board** of Directors, be responsible to the **membership** for **maintaining** and administering the common properties and facilities of the Forest,

(3) **Make** and enforce rules and regulations concerning the use of common property and/or conduct within the boundaries of the Forest; and

(4) Carry on any other business in connection with and incident to the purposes of the Association which are not forbidden by Michigan law and exercise all other powers conferred upon non-profit corporations.

**IDdg**

ARTICLE I	DEFINITIONS
ARTICLE II	BUILDING AND USE RESTRICTIONS
ARTICLE III	<b>COMMON</b> PROPERTIES
ARTICLE IV	ASSESSMENTS
ARTICLE V	NOTICES
ARTICLE VI	DURATION
ARTICLE VII	ENFORCEMENT
ARTICLE VIII	SEVERABILITY
ARTICLE IX	AMENDMENT

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 NW RLF = North West Rose Lake Forest  
 RLF = Rose Lake Forest  
 RLF BCH" Rose Lake Forest Beach  
 RLF HLS = Rose Lake Forest Hills  
 RLF K-1 = Rose Lake Forest Knoll #1  
 RLF K-2 = Rose Lake Forest Knoll I#2  
 RLF Shrs = Rose Lake Forest Shores  
 RLF SLPS = Rose Lake Forest Slopes  
 RLF VAL = Rose Lake Forest Valley  
 S RLF = South Rose Lake Forest  
 SW RLF = South West Rose Lake Forest  
 W RLF = West Rose Lake Forest

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ARTICLE I  
DEFINITIONS

1. "Association" or "R.L.F.P.O.A." shall mean and refer to the Rose Lake Forest Property owners Association.

2. "Properties" shall mean and refer to the platted residential lots within the Forest.

3. "Common properties" shall mean and refer to the areas of land platted in the Forest, intended to be developed to the common use and enjoyment of the members of this Association.

4. "owner" or "member" shall mean and refer to a person who holds the equitable ownership interest in a lot situated in the Forest.

5. "In good standing" shall mean that the owner's property is free of cited violations and that no assessments against the property are past due.

6. "Front property line" shall mean and refer to the side that touches the county road. In the event of a corner lot, the shorter street side will be the "front property line".

7. "The Board" shall mean and refer to an elected Board of Directors of the Association who will be responsible for, among other things, the collection and disbursement of assessments.

a. "Assessments" shall mean and refer to the sum of money that **every** property owner is obligated to pay the Association.

ARTICLE II  
BUILDING AND USE RESTRICTIONS

1. All structures must be placed not less than 75 feet from the front property line, nor nearer to any side lot line than ten percent (10%) of the width of the property, without prior written approval of the Board of Directors. A building permit must also be obtained from the Township Building Inspector or his successor.

2. No **mobile** homes or manufactured housing may be placed on the properties in a temporary condition. To be considered to be in a permanent condition, all mobile homes and manufactured housing must meet the following requirements in addition to all other building and use restrictions:

(a) Tongues shall be removed or covered in a decorative **manner**.

(b) All mobile homes must be immediately placed on a foundation or cement slab and skirted.

3. campers, motorhomes, trailers, and tents may be used as temporary dwellings so long as state and local sanitary and health laws are observed, all utility connections are temporary, all such equipment was intended for camping and all vehicles and trailers are kept road ready.

4. No truck or bus or converted truck or bus shall be used as a temporary or permanent dwelling on any property.

5. No fence along a property line shall be over 36 inches in height, and all property line fences must be made of natural materials.

6. No yard light shall illuminate any neighbor's lot.

7. All properties are to be used for residential purposes only.

a. No obnoxious or offensive trade or activity shall be permitted or conducted on any property. No commercial or business signs or advertising signs shall be located on a property, except for signs advertising the sale or lease of a property.

9. All dwellings shall be single family only, not exceeding thirty-five (35) feet in height. Each additional building (including garage) shall be in **size** and style compatible with the dwelling.

10. No shack, garage, barn or building under construction shall be used as a dwelling or residence.

11. No animals of any kind (other than household pets) shall be raised, bred, or kept on any property without authorization of the Board of Directors. The Association may, by Bylaw and/or rule, impose restrictions pertaining to household pets.

12. No property shall be used as a dumping ground or for storage. Storage may be authorized by prior written approval of the Board of Directors.

13. All boats remaining on the beach after November 1 in any year may be impounded and held by the Association at the owners' risk and expense.

14. No burning of refuse or leaves is allowed on any property except as may be permitted from time to time in the By-laws.

15. Every house shall have a minimum of 720 square feet excluding porches, breezeways or carports.

16. Outside finish must be complete on each structure within one year after construction is started. Exterior finish must be wood, asbestos siding, exterior siding, logs, brick, stone or



concrete. All painted or stained wooden structures shall be refinished periodically so as not to detract from other buildings in the community.

17. Each permanent residence must have inside plumbing, septic tank, drain **field** or dry well as required by the County and State Boards of Health.

18. Each property is subject to the By-laws imposed by the Association **fr01ll time** to time, and/or rules and regulations pertaining to the Forest. To the extent that the provisions of any of these documents are or may become inconsistent with each other, the provisions of the By-laws shall prevail over the Declaration (and the rules and regulations) and the Declaration shall prevail over the rules and regulations.

### ARTICLE III COMMON PROPERTIES

All members in good standing and their families shall have rights to use and enjoy the common properties, parks, beach, picnic areas and facilities. The Association has the right to suspend the rights of any member for any period during which any assessment remains unpaid and for any infraction of any document pertaining to the Forest. Procedures for enforcing the docUJDents shall be set forth in the Bylaws.

### ARTICLE XY ASSESSMENTS

Each owner of property within the Forest, by acceptance of a deed, land contract or other document conveying ownership interest, for said property, whether or not it is expressed in any such deed or conveyance, shall **be deemed** to covenant and agree to pay to the Association all assessments assessed **by** the Association in respect of the property together with interest and all costs of collection if any assessment is not timely paid.

### ARTICLE V NOTICES

Any notice required to be sent to any member under the provisions of this Declaration or any other document pertaining to the Forest shall **be de8Jlled** to have been properly sent and served on the date of mailing by first class mail, postage fully paid, properly addressed to the last known address of the intended recipient as shown by the records of the Association.

### ARTICLE YJ DURATION

The provisions of this Declaration are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date this doCWlent is

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recorded, after which **time** the provisions shall be automatically **extended for** successive periods of ten (10) years each unless **amended** in accordance with Article IX of this Declaration.

ARTICLE VIX  
ENFORCEMENT

The Association shall have all powers available to it under applicable law and/or the Bylaws to enforce and/or enjoin violations or attempted violations of any of the documents pertaining to the Forest.

ARTICLE VIII  
SYNERGICITY

Invalidation of any provision in this Declaration shall in no way affect any other provision and all but the invalid provisions will remain in full force and effect.

ARTICLE IX  
AMENDMENT

This Declaration may be amended at any general meeting or at any special meeting called for such purpose by the vote of sixty-seven percent (67%) of the **members** in good standing present either in person or by proxy at such meeting. Each amendment shall be effective on the date of recording in the office of the Osceola County Register of Deeds.

The above provisions are only some of the restrictions affecting all property within the Forest. There are other restrictions imposed by the Association by By-law and/or rule, by private individuals and by state, county and/or township authorities. Complying with all restrictions is the responsibility of each property owner.

This Declaration has been executed as of the date first set forth above.

WITNESSES:

*Maria S. Harkness*  
\* MARIA S. HARKNESS  
*Ruth Ann Stevens*  
\* RUTH ANN STEVENS

DRAFTED BY:  
NYAL D. DEEMS, ESQ.  
Vernum, Riddering, Schmidt & Howlett  
171 Monroe, NW Suite 800  
Grand Rapids, MI 49503  
(616) 459-4186

ROSE LAKE FOREST PROPERTY  
OWNERS ASSOCIATION

By *Leonard F. Michaels*  
LEONARD F. MICHAELS  
Its President

And by: *Robert E. Fontaine*  
ROBERT E. FONTAINE  
Its

DIRECTOR

*5/2/91 Signed Before Notary Public Ruth Ann Stevens*  
*Osceola County, MI*

-5-  
RUTH ANN STEVENS, NOTARY PUBLIC  
OSCEOLA COUNTY, STATE OF MICHIGAN  
MY COMMISSION EXPIRES 07-10-94

am 537 ACT 229

OSCEOLA COUNTY  
REGISTER OF DEEDS  
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*Nancy C. Gault*

*My Comm Expires July 10, 1994*

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**MAKE YOUR REAL ESTATE TRANSFERS SAFE BY USING BURTON TITLE INSURANCE**

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**DECLARATION OF RESTRICTIVE COVENANTS  
ROSE LAKE FOREST PROPERTY OWNERS ASSOCIATION**

This Declaration of Restrictive Covenants (the "Declaration") is executed as of the 1 day of April, 2008, by the ROSE LAKE FOREST PROPERTY OWNERS ASSOCIATION, LeRoy, Michigan 49655 (the "Association") and replaces and supersedes all prior declarations recorded for any of the properties described below. This document does not, however, invalidate any building and use restriction recorded against specific Lot(s) in the Forest which was not adopted at the **same** time as, and as part of, a declaration.

Recitals

A. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Township of Rose Lake, County of Osceola and State of Michigan and is legally described as follows:

Rose Lake Forest being a subdivision in parts of Sections 4, 5, 8, and 9: Township 19 North: Range 9 West: **Rose** Lake Township, Osceola County, Michigan (the "Forest"), as more specifically described on the attached Exhibit A.

B. The intent of the Association is to:

(1) Maintain and preserve a quality residential community, with parks, beach, picnic and meeting areas and other common facilities for the benefit of the members;

(2) Through its Board of Directors be responsible to the membership for maintaining and administering the common properties and facilities of the Forest;

(3) Make and enforce rules and regulations concerning the use of common property and/or conduct within the boundaries of the Forest; and

( 4) Carry on any other business in connection with and incident to the purposes of the Association which are not forbidden by Michigan law and exercise all other powers conferred upon non-profit corporations.

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ARTICLE X	EFFECTIVE DATE

# Provisions

## ARTICLE I DEFINITIONS

1. "Association" or "R.L.F.P.O.A." shall mean and refer to the Rose Lake Forest Property Owners Association.
2. "Properties" shall mean and refer to the platted residential lots within the Forest.
3. "Common properties" shall mean and refer to the areas of land platted in the Forest, intended to be developed to the common use and enjoyment of the members of this Association.
4. "Owner" or "member" shall mean and refer to a person who holds the equitable ownership interest in a lot situated in the Forest.
5. "In good standing" shall mean that the owner's property is free of cited violations and that no assessments against the property are past due.
6. "Front property line" shall mean and refer to the side that touches the county road. In the event of a corner lot, the shorter street side will be the "front property line".
7. "The Board" shall mean and refer to of an elected Board Directors of the **Association** who will be among responsible for, other things, the collection and disbursement of assessments.
8. "Assessments" shall mean and refer to the sum of money that every property owner is obligated to pay the Association.

ARTICLE II  
BUILDING AND USE RESTRICTIONS

1. All structures must be placed not less than 75 feet from the front property line, no nearer to any **side** lot line than ten percent (10%) of the width of the property, without prior written approval of the Board of Directors. A building permit must also be obtained from the Township Building Inspector or his successor.

2. No mobile homes or manufactured housing may be placed on the properties in a temporary condition. To be considered to be in a permanent condition, all mobile homes and manufactured housing must meet the following requirements in addition to all other building and use restrictions:

(a) Tongues shall be removed or covered in a decorative manner.

(b) All mobile homes must be immediately placed on a foundation or cement slab and skirted.

3. Campers, motor homes, trailers, and tents may be used as temporary dwellings so long as state and local sanitary and health laws are observed, all utility connections are temporary, all such equipment was intended for camping and all vehicles and trailers are kept road ready.

4. No truck or bus or converted truck or bus, other than those converted by the manufacturer as recreational vehicles, shall be used as a temporary or permanent dwelling on any property.

5. No fence along a property line shall be over 36 inches in height, and all property line fences must be made of natural materials.

6. No yard light shall illuminate any neighbor's lot.

7. All properties are to be used for residential purposes only.

a. No obnoxious or offensive trade or activity shall be permitted or conducted on any property. No commercial or business signs or advertising signs shall be located on a property, except for **signs** advertising the sale or lease of a property.

9. All dwellings shall be single family only, not exceeding thirty-five (35) feet in height and only one such dwelling per lot. Each additional building (including garage) shall be in size and style compatible with the dwelling.

10. No shack, garage, barn or building under construction shall be used as a dwelling or residence.

11. No animal of any kind (other than household pets) shall be raised, bred, or kept on any property without authorization of the Board of Directors. The Association may, by Bylaw and/or rule, **impose** restrictions pertaining to household pets.

12. No property shall be used as a dumping ground or for storage. Storage may be authorized by prior written approval of the Board of Directors.

13. All boats remaining on the beach after November 1, in any year may be impounded and held by the Association at the owners' **risk** and **expense**.

14. All vehicles on any property must be kept in road ready condition or stored within a garage or barn.

15. All permanent dwellings shall have a minimum of 720 square feet excluding porches, **breezeways** or carports.

16. Outside finish must be complete on each structure within one year after construction is started. Exterior finish must be wood, asbestos siding, exterior siding, logs, brick, stone or concrete. All painted or stained wooden structures shall be refinished periodically **so as** not to detract from other buildings in the community.

17. Each permanent residence must have inside plumbing, septic tank, drain field or dry well as required by the County and State Boards of Health.

18. Each property is subject to the **By-laws** imposed by the Association from time to time, and/or rules and regulations pertaining to the Forest. To the extent that the provisions of any of these documents are or may become inconsistent with each other, the provisions of the By-laws shall prevail over the Declaration (and the rules and regulations) and the Declaration shall prevail over the rules and regulations.

### ARTICLE III COMMON PROPERTIES

All members in good standing and their families shall have rights to use and enjoy the common properties, parks, beach, picnic areas and facilities. The Association has the right to suspend the rights of any member for any period during which any assessment remains unpaid and for any infraction of any document pertaining to the Forest. Procedures for enforcing the documents shall be set forth in the Bylaws.

ARTICLE IV  
ASSESSMENTS

Each owner of property within the Forest, by acceptance of a deed, land contract or other document conveying ownership interest, for said property, whether or not it is expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay to the **Association** all **assessments assessed** by the Association in respect of the property together with interest and all costs of collection if any assessment is not timely paid.

ARTICLE V  
NOTICES

Any notice required to be sent to any member under the provisions of this Declaration or any other document pertaining to the Forest shall be deemed to have been properly sent and served on the date of mailing by first class mail, postage fully paid, properly addressed to the last known address of the intended recipient as shown by the records of the Association.

ARTICLE VI  
DURATION

The provisions of this Declaration are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date this document is recorded, after which time the provisions shall be automatically extended for successive periods of ten (10) years each unless amended in accordance with Article IX of this Declaration.

ARTICLE VII  
ENFORCEMENT

The Association shall have all powers available to it under applicable law and/or the Bylaws to enforce and/or enjoin violations or attempted violations of any of the documents pertaining to the Forest.

ARTICLE VIII  
SEVERABILITY

Invalidation of any provision in this Declaration shall in no way affect any other provision and all but the invalid provisions will remain in full force and effect.

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ARTICLE IX

AMENDMENT

LIBER 705 PAGE 634

This Declaration may be amended at any general meeting or at any special meeting called for such purpose by the vote of sixty-seven percent (67%) of the members present either in person or by proxy at such meeting. Each amendment shall be effective on the date of recording in the office of the Osceola County Register of Deeds.

ARTICLE X  
EFFECTIVE DATE

This Declaration is intended to be effective on the date of recording with the Osceola County Register of Deeds or on such other date as may be required by law.

The above provisions are only some of the restrictions affecting all property within the Forest. There are other restrictions imposed by the Association by By-Law and/or rule, by private individuals and by state, county and/or township authorities. Complying with all restrictions is the responsibility of each property owner.

This Declaration has been executed as of the date first set forth above.

WITNESSES:

ROSE LAKE FOREST PROPERTY  
OWNERS ASSOCIATION

Tammy S. Nelson  
\* TAMMY S. NELSON  
Helen K. Wright  
\* HELEN K. WRIGHT

B  
Gerald W. Cornell  
Its President

And b.WH-fltk4C4fn  
Its secretary

\*

\*

Prepared by:  
Mark C. Hannish  
Charron & Hannish P.t.c.  
5242 Plainfield Avenue N.E.  
Suite D  
Grand Rapids, Michigan 49525  
616-363-0300

Tammy S. Nelson  
TAMMY S. NELSON  
Notary Public, State of Michigan  
Osceola County  
My Commission Expires May 24, 2004

EXHIBIT 'A'  
DECLARATION OF RESTRICTIVE COVENANTS

SECTION	COUNTY HUMBER	POA NO.	NO. LOTS	LOT SEQUENCE	COMMENT	LIBER	PLAT	PAGES	DATE RECORD&D
CVR PARK	000	0	3	0001-0002	NONE	0	0	NONE	
RLFPOA	000	0	33	VARIOUS	GREEN BELTS	0	0	NONE	
ERLF	200	3	84	0001-0083	SPLIT LOT 67	5	0	15,16,17	01/31/74
NRLF	430	2	77	0001-0077		4	0	86,87,88	07/17/72
NRLF HLS	440	11	71	0001-0071		0	1	315,316	03/19/79
NW RLP	450	5	65	0001-0065		5	0	21,22,23	01/31/74
RLF	525	1	99	0001-0098	SPLIT LOT 75	5	0	12,13,14	12/31/74
RLF BCD	530	9	31	0001-0031		0	1	329,330	05/03/79
RLF BLS	535	10	48	0001-0048		0	1	319,320	03/26/79
RLF KN-1	541	12	9	0001-0009		0	1	321,322	03/26/79
RLF XN-2	542	13	7	0001-0007		0	1	323,324	03/26/79
RLF SHORES	550	8	32	000S-0036	VAC 1-4,12/31/76	0	1	301,2,3	04/12/76
RLF SLOPES	555	15	6	0001-0006		0	1	325,326	04/04/79
iii. RLF VALLEY	560	14	6	0001-0006		0	1	327,328	04/04/79
i. S RLF	610	6	118	0001-0118		0	1	297-300	05/23/75
SW RLF	620	7	56	0001-0056		0	1	317,318	03/19/78
0-lw RLF	730	4	69	0001-0069		5	0	18,19,20	01/31/75
Ut									
o : ,CVR PARK - C.V. RAMBEAU PARK									
v.,RLFPOA - ROSE LAKE FOREST PROPERTY OWNERS ASSOCIATION									
U,ERLF - EAST ROSE LAKE FOREST									
NRLP - NORTH ROSE LAKE FOREST									
NRLF BLS - NORTH ROSE LAKE FOREST BILLS									
NW RLF - NOR'l'B NEST ROSE LAKE FOREST									
RLF - ROSE LAKE FOREST									
RLF BCD - ROSE LAKE FOREST BEACH									
RLF BLS - ROSE LAKE FOREST BILLS									
RLF KN-1 - ROSE LAKE FOREST KNOLL 1									
RLF KN-2 - ROSE LAKE FOREST KNOLL 2									
RLF SHORES - ROSE LAKE FORBS'!' SHORES									
RLF SLOPES - ROSE LAKE FOREST SLOPES									
RLF VALLEY - ROSE LAKE FOREST VALLEY									
S RLF - SOUTH ROSE LAKE FORBS'!									
SW RLF - SOUTH NEST ROSE LAKB FOREST									
W RLF - WEST ROSE LAKE FOREST									

OSCEOLA COUNTY  
REGISTER OF DEEDS

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number of pages 4

LIBER 705 VAGi636

Amended Rose Lake Forest Property owners Association Documents

State of Michigan  
county of Osceola

Gerald W. Cornell, being duly sworn, states as follows:

1. He has knowledge of the facts set forth in this affidavit and is competent to testify such facts in open court.
2. He is the President of the Rose Lake Forest Property Owners Association, whose address is P.O. Box 64, Le Roy, Michigan 49655, (the Association).
3. The attached Declaration of Restrictive Covenants were adopted by the requisite number of votes of the owners of lots in Rose Lake Forest and the related plats described in Exhibit "A" to the attached Declaration (collectively, the "Forest").
4. The owners of **more** than five hundred twenty (520) lots in the Forest voted at the meeting of the Association held on September 8, 1998, and its adjournments, to **adopt** the attached Declaration **which** were duly **adopted** by the **Association** on August 20, 2000.

Witness:

*Gretchen Curtis*  
GRETCHEN CURTIS  
*Kenneth A. Ward*  
Kenneth A. Ward  
Plaintiff A. If • p. J/f, U.

Rose Lake Forest Property  
Owners Association

*G. W. Cornell*  
By Gerald W. Cornell  
Its President

Acknowledged before me in Osceola county, Michigan, on May 24, 2001, by Gerald W. Cornell, President of **Rose Lake Forest Property owners Association**, a Michigan non-profit corporation for the corporation.

Prepared by and after recorded  
return to:  
Mark C. Bannish  
Charron & Bannish P.L.C.  
5242 Plainfield Avenue N.E. Ste. D  
Grand Rapids, Michigan 49525

*Gretchen Curtis*  
GRETCHEN CURTIS  
Notary Public, Osceola County, MI  
My Commission Expires Nov. 30, 2001  
705 PAGE 636

DECLARATION OF RESTRICTIVE COVENANTS  
ROSE LAKE FOREST PROPERTY OWNERS ASSOCIATION

This Declaration of Restrictive covenants (the "Declaration") is executed as of the 1st day of April, 200, by the ROSE LAKE FOREST PROPERTY OWNERS ASSOCIATION, LeRoy, Michigan 49655 (the "Association") and replaces and supersedes all prior declarations recorded for any of the properties described below. This document does not, however, invalidate any building and use restriction recorded against specific Lot(s) in the Forest which was not adopted at the same time as, and as part of, a declaration.

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**Provisions**

**ARTICLE I**

**DEFINITIONS**

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ARTICLE IV  
ASSESSMENTS

LIBCR 705 PAGE 641

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ARTICLE VI  
DURATION

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ENFORCEMENT

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LIBCR 705 PAGE 641



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ARTICLE X  
EFFECTIVE DATE

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This Declaration has been executed as of the date first set forth above.

WITNESSES:

Tammy S. Nelson  
\* TAMMY S. NELSON  
Helen K. Wright  
\* HELEN K. WRIGHT

ROSE LAKE FOREST PROPERTY  
OWNERS ASSOCIATION

By -t!

Gerald W. Cornell

Its President

And

bvw/b v

Its Secretary

\*

\*

Prepared by:  
Mark C. Hannish  
Charron & Hannish P.L.C.  
5242 Plainfield Avenue N.E.  
Suite D  
Grand Rapids, Michigan 49525  
616-363-0300

Tammy S. Nelson  
TAMMY S. NELSON  
Notary Public, State of Michigan  
Osceola County  
My Commission Expires May 24, 2004

UBER 705 i'Ac, BLJZ.

EXHIBIT 'A'  
DECLARATION OF RESTRICTIVE COVENANTS

SECTION	COUNTY NUMBER	POA NO.	NO. LOT'S	LOT SEQD. ENCB	COMMENT.	LIBER	PLAT	PAGES	DATE RECORDED
CVR PARK	000	0	3	0001-0002	NONE	0	0	NONE	
RLFPOA	000	0	33	VARIOUS	GREEN BELTS	0	0	NONE	
ERLP	200	3	H	0001-0083	SPLIT LOT 67	S	0	15,16,17	01/31/14
NRLF	430	2	77	0001-0077		4	0	86,87,88	01/11/12
NRLF HLS	440	11	71	0001-0071		0	1	315,316	03/19/79
NW RLF	450	S	65	0001-0065		5	0	21,22,23	01/31/74
RLF	525	1	99	0001-0098	SPLIT LOT 75	5	0	12,13,14	12/31/74
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RLF HLS	535	10	48	0001-0048		0	1	319,320	03/26/79
;::RLF KN-1	541	12	9	0001-0009		0	1	321,322	03/26/79
1<H-2	542	13	7	0001-0007		0	1	323,324	03/26/79
RLP SHORES	550	B	32	0005-0036	VAC 1-4, 12/31/76	0	1	301,2,3	04/12/76
-SU SLOPES	555	15	6	0001-0006		0	1	325,326	04/04/79
St. JALLEY	560	14	6	0001-0006		0	1	327,328	04/04/79
	610	6	118	0001-0118		0	1	297-300	05/23/75
SW RLF	620	7	56	0001-0086		0	1	317,318	03/19/78
a, RLF	730	4	69	0001-0069		5	0	18,19,20	01/31/75

C.,J

CVR PARK - C.V. RAMBEAU PARK  
RLPPOA - ROSE LAKE FOREST PROPERTY OWNERS ASSOCIATION  
ERLP - EAST ROSE LAKE FOREST  
NRLF - NORTH ROSE LAKE FOREST  
NRLF HLS - NORTH ROSE LAKE FOREST HILLS  
RW RLF - NORTH WEST ROSE LAKE FOREST  
RLP - ROSE LAKE FOREST  
RLP BCD - ROSE LAKE FOREST BEACH  
RLF HLS - ROSE LAKE FOREST HILLS  
RLF KN-1 - ROSE LAKE FOREST KNOLL 1  
RLF JN-2 - ROSE LAKE FOREST KNOLL 2  
RLF SHORES - ROSE LAKE FOREST SHORES  
RLF SLOPES - ROSE LAKE FOREST SLOPES  
RLF VALLEY - ROSE LAKE FOREST VALLEY  
S RLF - SOUTH ROSE LAKE FOREST  
SW RLF - SOUTH WEST ROSE LAKE FOREST  
W RLF - WEST ROSE LAKE FOREST

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08/09/2014 03:38 PM

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) S.S.  
County of

Personally appeared before me, the undersigned authority in and for said County and State, the Affiant, **Cruory Wood**, whose mailing address is: General dellveiy, Lynnville, Tennessee, and who, after first being duly sworn by me, states on oath that he is more than twenty-one years of age; that the statements hereinafter set forth are true and complete of his own first-hand knowledge as follows, to-wit:

1. This Affidavit is made in regard to lands lying Within Rose Lake Township, Osceola County, and described as follows, to-wit:
  - A. Plat of Rose Lake Forest  
310/526, 310/4a3, 310/533, 310/534
  - B. Plat of North Rose Lake Forest  
298/169, 298/1176, 298/256
  - C. Plat of East Rose Lake Forest  
310/535, 310/484, 310/542, 310/543
  - D. Plat of West Rose Lake Forest  
310/544, 310/485, 310/551, 310/552
  - E. Plat of Northwest Rose Lake Forest  
310/553, 310/560, 310/561, 310/488
  - F. Plat of South Rose Lake Forest  
321/225, 321/221, 321/223, 321/224
  - G. Plat of Southwest Rose Lake Forest  
356/411
  - H. Plat of Rose Lake Forest Shores  
327/406, 327/43S
  - I. Plat of Rose Lake Forest Beach  
357/Sn
  - J. Plat of Rose Lake Forest Hills  
356/527
  - K. Plat of North Rose Lake Forest Hills  
356/403
  - L. Plat of Rose Lake Forest Knoll #1  
3S6/535
  - M. Plat of Rose Lake Forest Knoll #2  
**3561543**
  - N. Plat of Rose Lake Forest valley  
357/39
  - O. Plat of Rose Lake Forest Slopes  
357/31
2. The original developer for the above-referenced Plats was Allan Wood, and Pine River Timber C.O. Allan Wood (now deceased) was the president and owner of Pine River Timber Co., and my father; I am now president of Pine River Timber C.O., and the trustee for the successor-in-interest to both Allan Wood and Pine River Timber C.O.
3. I have also worked for more than twenty years in various capacities for which one of my primary jobs is the research of land titles, and the building of abstracts of title and title opinions.
4. I have recently researched the history of the restrictive covenants binding the above-referenced Plats. The Developer filed separate declarations of covenants for each plat. The numbers listed beneath each of those Plats as shown above, for example 310/526, indicate the Osceola County Register of Deeds Liber and Page references affecting each of the various Plats. The first Liber/Page reference

appearing in the list for each Plat is the main body of restrictions, which I will hereinafter refer to as "General Covenants." In the earlier Plats, additional restrictions were filed, as shown in the listings. In later plats, those additional restrictions were filed together with the General Covenants and require no additional reference.

5. According to my research, the General Covenants were identical for all the Plats. The additional restrictions were mostly identical with the following exceptions: A) Specific health restrictions were applied to various lots, and 2) Additional building and use restrictions were applied to the Plat of South Rose Lake Forest. For earlier Plats these additional restrictions were filed via separate documents; for later Plats the additional restrictions were combined in one instrument together with the General Covenants.
6. The General Covenants all contained a typographical omission, in that the scrivener neglected to label the transition between Article VII, and Article VIII. This resulted in Article VII - Section 4 being directly followed by Section 1 (Duration), Section 2 (Notices), and Section 3 (Enforcement). It seems to me that any reasonable man would deem this to be Article VIII, and I will hereafter refer to it as Article VIII. I mention this to avoid confusion, as some of the General Covenants more later contained an Article VII which embodied the above-referenced additional covenants.
7. Article VII, Section 1, Duration, of the General Covenants is hereby quoted verbatim, as follows:  
 Article VIII, 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 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 of the lots, subject to this Declaration, including all lots if any still owned by the Developer or its successors or assigns, 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.
8. On May 9, 1991, an instrument was filed with the Osceola County Register of Deeds at Liber 537, page 224, entitled Declaration of Restrictive Covenant 5, Rose Lake Forest Property Owners Association. Said instrument purported to affect the Plats referenced in paragraph 1 above, and claimed that it "replaces and supersedes all prior declarations recorded for any of the [Plats]." The instrument was signed by Leonard F. Michaels, president, and by Robert E. Fontaine, director, both of the Rose Lake Forest Property Owners Association. Other than the signatures of two witnesses, one of which also acted as Notary Public, no other signatures appeared on the instrument.
9. On May 24, 2001, an instrument was filed with the Osceola County Register of Deeds at Liber 705, page 629, entitled Declaration of Beneficial Covenants, Rose Lake Forest Property Owners Association. Said instrument purported to affect the Plats referenced in paragraph 1 above, and claimed that it "replaces and supersedes all prior declarations recorded for any of the [Plats]." The instrument was signed by Gerald W. Qimell, president, and by Kelli Hayden, secretary, both of the Rose Lake Forest Property Owners Association. Other than the signatures of two witnesses, one of which also acted as Notary Public, no other signatures appeared on the instrument.

10. On May 24, 2001, an Instrument appearing to be an affidavit was filed with the Osceola County Register of Deeds at Liber 70S, Page 636, in which the Declarant/Affiant attaches a copy of the Declaration mentioned in paragraph 9 above and recorded at Liber 70S, Page 629, and claims in part:

"3. The attached Declaration or Restrictive Covenants were adopted by the requisite number of votes of the Owners of lots in Rose Lake Forest and the related plats described in Exhibit "A" to the attached Declaration (collectively, the "Forest").

4. "The owners of more than five hundred twenty (20) lots in the Forest voted at the meeting of the Association held on September 8, 1998, and its adjournments, to adopt the attached Declaration which were duly adopted by the Association on August 20, 2000."

Other than the signatures of two witnesses, one of which also acted as Notary Public, no other signatures appeared upon the Instrument. The acknowledgment on this Instrument does not, in my experience, meet the statutory requirement for an affidavit.

11. I conducted a diligent search of the records in the office of Register of Deeds in and for Osceola County, Michigan, looking for any documents containing the signatures of owners of lots within above-referenced Plats in support of either or both of the Instruments above-mentioned in paragraphs 8 and 9, and found none.

12. Beginning with first development, and continuously unto the present date, Allan Wood and Pine River Timber Co., and their successors-In-Interest have been members of RLFPOA and owners of land within some of the above-referenced Plats. From at least 1988 and until his death in August of 2001, All3n Wood made it his habit and practice to consult with me on all legal matters, both personal, and corporate. He never once mentioned to me he had received prior notice of any Initiative to amend or replace the restrictive covenants for the above-mentioned Plats. Further, I have access to external records with regard to both Pine River Timber Co. and Allan Wood, and having searched through them diligently I can find no evidence that Allan Wood or Pine River Timber Co.

never given prior notice of any Intent to amend or replace W

Further, Affiant saith naught.

oo Affiant

August 1, 2014, by Gregory Wood.

My Commission expires: 2-7-21

(seal)  
(seal)

duly authorized Notary Public, this day of

Ellen K. Grubbaugh  
Notary Public

Prepared by Gregory Wood, General delivery, Lynnville, Tennessee

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07/07/2014 03:30 PM Liber: 835 Page: 204  
RECORDED Pages: 1 of 5 N Fees: \$28.00  
Barry S Crawford, Osceola County Register of Deeds

## Notice and Declaration of Void Covenants and USU7.'pation of Franchise

This Notia: and Drdaralig is *made* with regard *to the* various plais reierena:d herein-below, all of which Plats shall herdnafter becollectedly referred to as The Form, in Osceola Cwnty, Mkhlpn; theresllktive aweaams *to* which said Plats are subject; and the Boulak.: fprsrq Prvpmv Ownca M:«Jation. rm;, a Michigan non-profit corporation which was created by, and given mindtlse subjea *to* the said restrictive COVfmlms.

Whereas, the plat of Nonb Rog Lake Forest was recorded on 07/17/1972, at Plats 4, Page 86, in the l't'C'Ords of the Register or Dteds, hereinafter refened to as "RegJsuar", in and for Osceola Coullly, Michigan, and Illlde subject *to* a Pecfaration of Br::miabe Cma.ms, hemnal'ter relened to as "0e Jure Covenams". and ftClitded with the Registrar on 07/17/19na1 Liber290. Page169;ill1d

Whereas, 14 additioncl platS were subsequently fded with the above-named ReglsJuaJ', each of them subjea *to* the De Jure Covenarus, as dctailm ln *the* following charc S8111e

For the chan or PlalS and the recording in tonnation lherefor, reference is made to Exhibit A. attached hereto, and made a part hereof.

Whcn?O.s, the Rose Lake Fsm.1 fmW1x Owngrs AWJdalign, hen:lnafter refemd to as "RLFPOA", ls a llOll-profit Michigan mporaton, which was llrighnally lnCCA1)ClI'ated by the developer of The Forest, pursuant to, and subject to the De/um C'.ov.:nants, and empowered by che developer with ccnaln specific rights of franchise, subject 10 the llt.l.w c'.ovgnant5, with regard to The Forest; and

Whereas, tht De Jure Coycuams Indude a provision which ms *Conhadelllled* and specific procedure by whichsud! /& Jure CgvenanJs may be amended, 'Wit:

Anicfe YJll Section 1: Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall lnure *to* the benefit of and be enf01ceable by The Association, or the owner *d* any land subject *to* this Declaration, their respective legal representatives, heirs, successors and assigns, tar a tenn of twenty years from llle date this Declaration ls recorded, after which time said cwenants shall be automallcolly extended for successive periods of ten(10) years unless an Instrument Signed by the lhen owners of two-thirds of Ule lots, subject to Ulls Dedarallon, Including all lols if any still owned by lhe Developer or lts successors or assigns, has been recorded, agreeing to dlw,ge said covenants and restr!dlons ln whole or ln part. Provided, however, lhat no such agreement to change shall be effeelive unless made and recmded three (3) years in advance of the effeedve dale of such change, and unless Wlitten notice of the proposed agreement is sent to owner a1least ninety (90) days ln advance of any action taken.

Arni Whe/vas, on 05/09/1991, a doc nt entilloo Qa:lam!Sao pr Besu:laixr Covenams, hereinafter referred to as "ne Fact/JI Covenams IW was recorded \rllth the Registrar at Lib« 537, Page 224, which purponed to have been drafted by the RLFPOA. and was encuted by only LeollAnl F. Michaels, acdng as ilS President, and Robert £. Fonzalne aaug as ics Director, and which puq,oned to set forth an entirely new set of restrictive covenants for The Forest, claiming to replace and supersede the DeJureC<wenant5; and

Whereas, on 05/24/2001, a doc l lme l l t enlllled Dss:Jgratfon pf fwstricllvg Covenants, hereinafter refemd to as "De Facto Covenants 112" was l'l!COl'ded with the Registrar at Liber 705, Page 629, which pllrJ>Orted to have been dralml by lthe RLFPOA, and was executed by on(>, Gerald W. Cornell, acdng as ilS President, and Kelli Haydl'n acdng as its SecrttaJy, and whlch purported to set forth an entirely new set of restrictive coven;ints Co.r The FOl'eSt, claiung to replue ond supmeclt the De /urr Cqywms; and

Whereas, tht Pl fagp Cpwnants #2 were attached to an Insuument appearing to be an affidavit, exeaited on 05/2412001 by the same Gerald W. Cornell, aCling In the rapacity of Presidellt of the RLFPOA, and recorded with the Registrar at Lliber 705, Page 636, In which the AffilllIt made the following statemerus to which he Is not cenified 10 have sworn or affirmed, as the acknowledgment Is Insufficient to qualify the doc:ument as an affidavit:

- 3. The attached Dedaration of Reslricuve covenants were adopted by the requisite number of votes of ille OWtlers of lots In Rose Lake Forest and the related plats descnbed In Exhibit "A" to lthe attached Declaration (collectively, the "Foresr).
- 4. The owners of more than fcve hundred twenty (520) lots in the F<lfeSt voted at the meeting of the Association held on September 5, 1998, and its adjournments, 10 adopt the attached Declaration which were duly adopted by the AssociaUon on August 20, 2000. •

And Whereas, a diligent search of the records of the ReglSU"ar was made, as evldenttd by affidavit duly swam and subsoibed by Gm:oa Wood on 08/01112014 and recorded with tho Registrar at Liber\_ , Page dtJ3 , and no evidence was found of any document(s) bearing the signatures of a two-thirds maJority or owners of lots within The Forest as required by the /k /wr Cqvnants; and

Wlie-, at least one owner of IOIS within The Forest has come forward under oath, as evidenced by thes.,me affidavit of Gregory Wood, mentioned hereinabow, who claims to have never received prior notice of Intent IO amend cheDt.../Ju:r Covemnts and to have never been provided With a prior copy of any proposed agreemom as required by tilt!/Jt1JJtf. Covi:nanis; and

Whereas, the De Fago Covenam III at Anlde VJ, end Pc Facto CoYCOOnJS #2 at Anlcle X. claim to become effcalve on the date of recarding whb the Regblrar, in violation of the requirement by the De /ureC.omJaPII dat •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

When:as, rhe DefactgCovenants #2, at Anlcle II, Sectlon 18, state the Collowl :

Each property Is subject to the By.laws Imposed by the Association from dme to lime, and/or rules and regulations pettaining to the Forest To the extent l hat the prOYlslons of any of these documents are o, may become Inconsistent with each other, lthe provisions of the By-laws shall prevail over the Dedarallon (and the rules and regulations) and lthe Declaration shall prevail over the rules and regulations.

And Whereas, De Fago Covrnanl l l and Ik fago Cownants <<Z and their asaodakd By-laws each dalm rights on behalf or RLFPOA to which RLFPOA was never granted or entitled by lts franchise, and claims to place reslrlalon.t

upon the landowners in The Forest 10 which said landowners did never lawfully consell; and

Whereas, the RLFOA has adopted by-laws by which it operates, and within said by-laws the RLFOA purports to have the authority to enforce and enforce Yill'lous Nies and regulalian.s over the private prop:ity' of landownen within Forest which are not contained within the De Ju...C'.oYJ:Uilnts or either of the De FogoQ:wenants, without the need to amend the Covenants or n.'c'Ofd with the Regls any notice wmlSOeYer, and which rulr.s and regu)adons, If enforced, would infringe upon the lawful righ15 of the various owners, and

Whereas, the RLFOA enforced, and/or attempted to enforce, some and/or all or said rule& and regulations, through various means including but not limited to the sending of letters and the award collection of fines, thereby causing an infringement of rights and a very real damage upon various owners of lots within the Forest, and

Whereas, the De Ju...C'.oYJ:Uilnts, in Article II, Section 3, state:

Any owner of real property in plots of Rose lake Forest shall have the right to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any covenant contained herein, either to prevent him or them from doing so or to recover damages or other dues for such violations. Invalidation of any one of these covenants by judgment of court order shall in no way affect any other provisions, which shall remain in full force and effect.

And Whereas, the De Ju...C'.oYJ:Uilnts in Article VIII, 51. Section 3, state:

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 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.

And Whereas, this Declarant is a Successor-in-interest of an owner of real property within the Forest;

Now Therefore:

I, Gregory Wood, the undersigned Indorser, by the power and authority vested in me as an owner of the property within The Forest, by Article II, Section 5, and Article VIII, Section 3 of the De Ju...C'.oYJ:Uilnts, do hereby declare, and give notice of the following:

1. The above-referenced De Facto Covenants and De Facto Covenants are void *ab initio*.
2. The By-Laws, for the RLFOA, to every extent that they violate the franchise, of the RLFOA as granted in the De Ju...C'.oYJ:Uilnts are void *ab initio*.
3. On behalf of Pine River Number C.O., the PRTC 1\11, and myself, I hereby deny all the rights Originally granted and reserved by the De Ju...C'.oYJ:Uilnts to the property owners of the Forest, and also all the rights reserved therein by the Developer, and the success in the Forest to the Developer.
4. Notice is hereby given to RLFOA that it has exceeded the bounds of its franchise and all its powers. It was never lawfully granted. Notice having been duly given, RLFOA will henceforth be subject to all the laws of the state. If it continues to exercise power it does not lawfully possess under its De Ju...C'.oYJ:Uilnts franchise, and it may be held liable for both civil and punitive damages.



5. Notice is hereby given to officers of RLPOA and all persons acting under color of law in their employment or agency, that any damages done by persons acting outside the scope of authority of the lawful franchise of RLPOA may subject such persons to civil and/or criminal penalties in their own personal capacities.

JO = • W O.,..... ,... , \_ M "" day of

State of Mkhin )  
 ) S.S.  
County of )

Indivlmally, and as Presldenr,  
Pine Rlverl l mberCo.  
and as Ttustee for PRI'CTrust

## Acknowledgment

for me, the undersigned, a Notary Public, un and for sai and State, on this the day of  
 '-c-; f;D:=-=\_. 2014, personally appeared ! @IL to me known to be the Identical person  
 who ed the within and foregoing Instrument adged to me: that he ex the same as his free  
 and voluntary aa and deed, in his individual capacity, and as president of Pine River Lumber Co., and as Trustee for  
 PIU/C Tnut, for the uses and purposes lhtnln set forth.  
 IN WITNESS WHEREOF, I have hereunto set my official seal this day and year  
 last above written.

Ellen K. Grubbs

County of Osceola, State of FL

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Prepared by: Gregory Wood, General delivery, LynnvUle, Tc:nnesstt

## Notice and Declaration of Void Covenants and Usurpation Of Franchise

Pa Lots

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Avadted toand made apan of that ctrtain Nqlia: and Jm:larllh>cof\oid Cvenam and No JIQilJlon of fmncnlse, dated 0008.'2014.

Plat and Recording R ference Table

Tax	Plat	ROSE LAKE FOREST				Notes
		UP	Plat	UP	DATE	
525	Rose Lake Forest	4'12	0113111974	31.G'S26 310/483 3m'S33 31.G'S34	02/01/1974 01/31/1974 02/01/1974 01/01/1974	General Plans for Septic (see below) Req. Septic permit (see 2981176) Restrict outflowing (see 2981176)
431	Rose Lake Forest	4186	07/17/1972	298'169 298'176 298/256	07/17/72 11/17/72 11/17/72	General Req. Septic permit (see below) Restrict outflowing (see 2981176)
200	East Rose Lake Forest	11'S	01/31/1974	W535 310-484 310-542 31G'S43	02/01/1974 01/31/1974 <Wal/1974 02/01/1974	General Plans for Septic (see below) Restrict outflowing (see 2981176) Req. Septic permit (see 2981176)
11>	East Rose Lake Forest	5'18	01/31/1974	311Y544 311V485 31M51 311552	02/01/1974 01/31/1974 02/01/1974 02/01/1974	General Plans for Septic (see below) Restrict outflowing (see 2981176) Restrict outflowing (see 2981176)
400	Northeast Rose Lake Forest	5'21	01/31/1974	311'S53 3m'S60 310/561 310/486	<Wal/1974 02/01/1974 02/01/1974 01/31/1974	General Restrict outflowing (see 2981176) Req. Septic permit (see 2981176) Restrict outflowing (see 2981176)
61D	Rose Lake Forest	297ft11J	05/23/1975	aw22s 32V221 321/223 32V224	06/23/1975 05/23/1975 <li/23/1975 5	General Health Regs bldg LOTS - Bl and Use Restrictions Restrict outflowing (see 2981176)
620	Soc41Mest Rose Lake Forest	V317 Amdl/342	03/1M979 11/3Q11195	3S1411	03/19/1979	General. Includes ab addl resltdions
550	Rose Lake Forest	113111	04/12/1976	3:zL/400 327/435	04/12/1976 04/17/1976	General. Incl. Jfes 11Jl mil reuridkms Health RMll ClrIndiv Las
531	Rose Lake Forest Beach	11329	05/03/1979	E/1577	05/03/1979	General. ncllides all addl resltdions
535	Rose Lake Forest Hills	1/319	01/2M.979	3561527	05/21/1979	General. ncllides all addl resltdions
535	North Rose Lake Forest	1/315	03/19/1979	356.1403	03/19/1979	General. ncllides all addl resltdions
542	Rose Lake Forest	V321	0Y26/1979	3561535	03/26/1979	General. ncllides all addl resltdions
542	Rose Lake Forest	1/323	0Y26/1979	356/543	03/26/1979	General. Includes all addl resltdions
560	Rose Lake Forest	1/327	04/04/1979	357/77	04/04/1979	General. Includes all addl resltdions
555	Rose Lake Forest	1/325	04/04/1979	357/31	04/04/1979	General. Includes all addl resltdions

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CONSENT JUDGMENT TO ALTER ROSE LAKE BEACH

At a session of said Court held in the **5!** f Reed City, County of  
Osceola, State of Michigan, thfs, c:::uay of June, 2006.

PRESENT: Honorable Scott P. Bill-Keonedy  
Circuit Court Judge

The Consent Judgment to Alter Rose Lake Beacht entend in the above  
matter on S9tember 23, 2005, fs amended to modify paragraphs 20. and 30. of such  
Judgment as follows:

20. That Lot 24 ("mcorrectly designated as Lot 25 and situated between Lot 23 and  
properly designated Lot 25 on the original Plat of Rose Lake Beach) and the northeasterly  
 $\frac{3}{4}$  of the adjacent vacated portion of Rose Drive except for that portion established as part  
of the new private road shall be consolidated into one lot, in substantial complla.ace with  
attached Exlubit C, and shall be Identified by the tenth available consecutive lot number in  
Rose Lake Beach on an amended plat. Title to this consolidated lot a.ball remain to be  
vested in Defendants Donald M. and Barbara R. Johnson. This lot Is an existing  
- conforming lat. Therefore, this lot Is not regufred to meet the current local governmental  
agency requirements for a residential building site.

30. That the Judpment previously entered in this matter on September 23,  
2005, as amended, will be declared null and void nunc pro tame should the amended  
plat not be prepared and ftled as required by such Judgment and the requirements  
of MCL 560.229 within 90 days from the entry of thJs .Amendment.

Date: June/t1., 2006

  
Honorable Scott Hill-Kennedy P41542  
Circuit Court Judge

Nanov or awford "Rj:qlt!" Dad's JULUG 28 80  
OSDeo a County RECORDED •v r'vu

**Mark R. Maddox, 85**  
**Attorney *for* Plaintiffs**  
**Date: **June 2006****

~~Jamea E. Idley~~ ..  
 .Assistant Attorney General ;.,W.-.,x,.....  
 Attorney for State Defendants  
 Date: JUD.e.\_a;\_, 2006. .

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STATE OF MICHIGAN

IN THE 49th cm.COIT COURT FOR THE COUNTY OF OSCEOLA

HARRY D. Rum., JR. and  
FRANCES G. Rum., PAUL A.  
LINDSTROM and CATHERINE M.  
GARCIA-LINDSTROM, DONALD M.  
JOHNSTON and BARBARA R.  
JOHNSTON, WALTER L. PRESTON  
and NORENE M. PRESTON, DONALD E.  
ALLEN and MARCIA ALLEN, and  
MARK R. ALLEN,

CONSENT JUDGMENT  
TO ALTER ROSE

LAKE BEACH

Case No. 03-9761-CB

Plaintiffs,

vs.

GORDON KIPP and BEVERLY KIPP CHRISTINE L. SPRAGUE,  
KENNETH WRAY and KATHRYN WRAY,  
TANNAUS GHAFARI and ELIZABETH  
GBAFFARI, SHIRLEY A. JOHNS, PHILLIP.  
E. TIMBS, OWEN W. SAUNDERS and Brr. LIE SAUNDERS, LINDA K.  
LOBELA, RABON KIRK and MARY C. KIRK,  
ROSELAKE TOWNSHIP, a **Michigan** Municipal  
Corporation, JAY B. RISING-MICHIGAN STATE TREASURER,  
FAY WU..SON-OSCEOLA COUNTY DRAIN COMMISSIONER,  
THOMAS VAN EPPS-OSCEOLA ROAD COMMISSION CHAIRMAN,  
K.L. COOL-DIRECTOR OF MICHIGAN DEPARTMENT OF NATURAL  
RESOURCES, GREAT LAKES ENERGY COOPERATIVE,  
a Michigan corporation, AMERITECH CORP., INC., a Delaware  
corporation, and PHOENIX COMMUNICATIONS, INC., a  
Michigan corporation,

Defendants.

---

Mark R. Maddox P25385  
Attorney for Plaintiffs  
5820 Eastman Avenue  
Midland MI 48640  
989/839-9909

---

James E. Riley P23992  
Assistant Attorney General  
Attorney for State Defendants  
**525 W. Allegan, 5<sup>th</sup> Floor, South Tower**  
Lansing MI 48913

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SEP 20 2005  
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Cf¥ ,  
KAREN J. BLUM 198  
1989-2005

CONSENT JUDGMENT TO ALTER ROSE LAKE BEACH

At a session of said Court held in the City of Reed City, County of  
Osceola, State of Michigan, this\_ day of  
-- 2005.

PRESENT: Honorable Michael J. Matozak  
Circuit Court Judge

WHEREAS, this matter having come to be heard upon the Complaint of  
Plaintiffs HARRY D. RUHL, JR. and FRANCES G. RUHL, et al, to alter Rose Lake  
Beach; and Plaintiff having represented to this Court that all parties required by .  
MCL 560.224a(I) to be Joined have been so Joined, and that those parties have either  
stipulated to this Judgment, consented to the alteration of Rose Lake Beach, been  
given notice of the proceedings leading to this Judgment, or been defaulted;

NOW, THEREFORE, IT IS ORDERED AND ADJUDGED:

1. That Lots 1-7, Inclusive, Rose Lake Beach are hereby vacated and  
removed from the plat of Rose Lake Beach.
2. That attached hereto, as Exhibit A, is a metes and bounds description,  
performed in accordance with 1970 PA 132, as amended, for the parcel created by  
the vacation of Lots 1-7, inclusive, Rose Lake Beach. Title to the parcel described  
in Exhibit A shall vest in Plaintiffs Harry D. Ruhl, Jr. and Frances G. Ruhl and  
shall be used heretofore as the legal description for all purposes, including those of  
sale and conveyance of Plaintiffs property.
3. That the parcel resulting from the vacation of Lots 1-7, inclusive, Rose  
Lake Beach, as described in Exhibit A, is not a parent parcel defined by MCL  
560.102(I), and shall not be divided pursuant to the provisions of MCL 560.108-109.  
The local assessor shall place, in their records, a note to this effect



..

4. That the offer of dedication of Rose Drive in Rose Lake Beach was never accepted formally or informally by either Rose Lake Township or the Osceola County Road Commission.

5. That all of Rose Drive (Public) in Rose Lake Beach is hereby vacated.

6. That title to **vacated** Rose Drive (Public) In Rose Lake **Beach** will vest in the rightful proprietors thereof pursuant to MCL 560.227a(I), with the exception of that portion of vacated Rose Drive that is coincident with Lots 19, 20, 22 and 23, and as set forth below upon the recording of the amended plat as required by this Judgment.

7. That attached hereto, as Exhibit B, is a metes and bounds description, performed in accordance with 1970 PA 132, as amended, for a parcel created from vacated Rose Drive that is removed from the plat of Rose Lake Beach. Title to the parcel described in Exhibit B shall vest in Plaintiffs Harry D. Ruhl, Jr. and Frances G. Ruhl and shall be used heretofore as the legal description for all purposes, including those of sale and conveyance of Plaintiff's property.

8. That Defendants Paul A. Lindstrom and Catherine M. Garcla-Lindstrom, the owners of Lot 21, hereby waive all reversionary rights to the portion of vacated Rose Drive described in Exhibit B.

9. That the parcel described in Exhibit B is not a parent parcel as defined by MCL 560.101(i) and cannot be divided in accordance with the provisions of MCL 560.108-109. The local assessor shall place, in their records, **a note** to this effect.

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10. That a private road fs hereby established for the use of the lot owners in Rose Lake Beach In substantfaJ compliance with attached Exhibit C and. shall be known as Rose Drive. The following note shall be placed on the amended plat: "Rose Drive is private and for the use of the owners of lots In Rose Lake Beach."

11. That portion of Lots 8 and 9 lying southerly of the southerly rJght-of-way line for the new private road and the adjacent vacated northeasterly ½ of Rose Drive shall be consolidated into one lot, in substantial compliance with attached Exhibit C, and shall be identified by the first available consecutive lot number in Rose Lake Beach on an amended plat. Title to this consolidated lot shall remain to be vested in Plaintiffs Barry D. Ruhl, Jr. and Frances G. Ruhl.

12. That Lot 10 lying northerly of the water's edge of Rose Lake and the adjacent vacated southwesterly ½ of Rose Drive shall be consolidated Into one lot, in substantial compliance with attached Exhibit C, and shall be identified by the second available consecutive lot number in Rose Lake Beach on an amended plat. Title to this consolidated Jot shall remain to be vested in Plaintiffs Barry D. Ruhl, Jr. and Frances G. Ruhl This lot extends to the water's edge of Rose Lake and a note to this effect shall be placed on the amended plat drawing.

13. That Lot 11 lying northerly of the water's edge of Rose Lake, that portion of Lot 31 lying southwesterly of the southwesterly rJght-o.f-way line for the new private road and the adjacent vacated portion of Rose Drive shall be consolidated into one lot, In substantial compliance with attached Exhibit C, and shall be identified by the third available consecutive lot number in Rose Lake Beach on an amended plat. Title to this consolidated lot shall remain to be vested in

Defendants Harry D. Ruhl, Jr. and Frances G. Ruhl. This consolidated lot extends to the water's edge of Rose Lake and a note to this effect shall be placed on the amended plat drawing.

14. That Lot 12 and the northwesterly ½ of Lot 13 lying northerly of the water's edge of Rose Lake, those portions of Lot 30 and the northwesterly ½ of Lot 29 lying southwesterly of the southwesterly right-of-way line for the new private road, and the adjacent vacated portion of Rose Drive shall be consolidated into one lot, in substantial compliance with attached Exhibit C, and shall be identified by the fourth available consecutive lot number in Rose Lake Beach on an amended plat. Title to this consolidated lot shall remain to be vested in Plaintiffs Harry D. Ruhl, Jr. and Frances G. Ruhl. This consolidated lot extends to the water's edge of Rose Lake and a note to this effect shall be placed on the amended plat drawing.

15. That Lot 14 and the southeasterly ½ of Lot 13 lying northerly of the water's edge of Rose Lake, those portions of Lot 28 and the southeasterly ½ of Lot 29 lying southwesterly of the southwesterly right-of-way line for the new private road, and the adjacent vacated portion of Rose Drive shall be consolidated into one lot, in substantial compliance with attached Exhibit C, and shall be identified by the fourth available consecutive lot number in Rose Lake Beach on an amended plat. Title to this consolidated lot shall remain to be vested in Defendants Donald E. and Marcia Allen. This consolidated lot extends to the water's edge of Rose Lake and a note to this effect shall be placed on the amended plat drawing.

16. That Lots 15 and 16 lying northerly of the water's edge of Rose Lake, and the adjacent vacated portion of Rose Drive lying southwesterly of the

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southwesterly right-of-way line for the new private road shall be consolidated into one lot, In substantial compliance with attached Exhibit C, and shall be identified by the s.lxth available consecutive lot number In Rose Lake Beach on an amended plat. Title to this consolidated lot shall remain to be vested in Defendants Walter L. and Norene M. Preston. This consolidated lot extends to the water's edge of Rose Lake and a note to this effect shall be placed on the amended plat drawing.

17. That Lot 17 lying northerly of the water's edge of Rose Lake and the southwesterly ½ of the adjacent vacated portion of Rose Drive except for that portion established as part of the new private road shall be consolidated into one lot, in substantial compliance with attached Exhibit C, and shall be identified by the seventh available consecutive lot number In Rose Lake Beach on an amended. plat. Title to this consolidated lot shall remain to be vested in Defendant Mark R. Allen. This lot extends to the water's edge of Rose Lake and note to this effect shall be placed on the amended plat drawing. This lot is an existing noncollforming lot, Therefore, this lot is not required to meet the current local governmental agency requirements for a residential building site.

18. That Lot 18 lying northerly of the water's edge of Rose Lake and the southwesterly ½ of the adjacent vacated portion of Rose Drive except for that portion established as part of the new private road shall be consolidated into one lot, in substantial compliance with attached Exhibit C, and shall be identified by the eighth available consecutive lot number in Rose Lake Beach **on an** amended plat. Title to this consolidated lot shall remain to be vested in Defendants Donald M. and Barbara R. Johnston. This lot extends to the water's edge of Rose Lake and a note

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to this effect shall be placed on the amended plat drawing. This lot is an existing nonconforming lot. Therefore, this lot is not required to meet the current local governmental agency requirements for a residential building site.

19. That Lot 21 and the vacated portion of Rose Drive lying southeasterly of a line drawn from the most northerly corner of Lot 21 to the southeasterly corner of Lot 22 except for that portion removed from the plat of Rose Lake Beach shall be consolidated into one lot, in substantial compliance with attached Exhibit C, and shall be identified by the ninth available consecutive lot number in Rose Lake Beach on an amended plat. Title to this consolidated lot shall remain to be vested in Defendants Paul A. Lindstrom and Catherine M. Garcia-Lindstrom. This lot extends to the water's edge of Rose Lake and a note to this effect shall be placed on the amended plat drawing.

20. That Lot 24 and the northeasterly  $\frac{1}{2}$  of the adjacent vacated portion of Rose Drive except for that portion established as part of the new private road shall be consolidated into one lot, in substantial compliance with attached Exhibit C, and shall be identified by the tenth available consecutive lot number in Rose Lake Beach on an amended plat. Title to this consolidated lot shall remain to be vested in Defendants Donald M. and Barbara R. Johnston. This lot is an existing conforming-lot. Therefore, this lot is not required to meet the current local governmental agency requirements for a residential building site.

21. That Lot 25 and the northeasterly  $\frac{1}{2}$  of the adjacent vacated portion of Rose Drive except for that portion established as part of the new private road shall be consolidated into one lot, in substantial compliance with attached Exhibit C,

and shall be identified by the eleventh available consecutive lot number in Rose Lake Beach on an amended plat. Title to this consolidated lot shall remain to be vested in Defendant Mark R. Allen. This lot is an existing nonconforming lot. Therefore, this lot is not required to meet the current local governmental agency requirements for a residential building site.

22. That portion of Lots 26 and 27 lying northeasterly of the northeasterly right-of-way line for the new private road and the northeasterly ½ of the adjacent vacated portion of Rose Drive except for that portion established as part of the new private road shall be consolidated into one lot, in substantial compliance with attached Exhibit C, and shall be identified by the twelfth available consecutive lot number in Rose Lake Beach on an amended plat. Title to this consolidated lot shall remain to be vested in Defendants Walter L. and Norene M. Preston.

23. That those portions of Lot 28 and the southeasterly ½ of Lot 29 lying northeasterly of the northeasterly right-of-way line for the new private road shall be consolidated into one lot, in substantial compliance with attached Exhibit C, and shall be identified by the thirteenth available consecutive lot number in Rose Lake Beach on an amended plat. Title to this consolidated lot shall remain to be vested in Defendants Donald E. and Marcia Allen. This lot shall be identified as a non-residential lot.

24. That those portions of Lots 9, 30, 31 and the northwesterly ½ of Lot 29 lying northeasterly of the northeasterly right-of-way line for the new private road shall be consolidated into one lot, in substantial compliance with attached Exhibit C,

and shall be Identified by the fourteenth available consecutive lot number in Rose Lake Beach on an amended plat Title to this consolidated lot shall remain to be vested in Plaintiffs Harry D. Ruhl, Jr. and Frances G. Ruhl. This lot shall be identified as a non-residential Jot.

2S. That the following note shall be placed on the amended plat drawing:

"That Lots (insert the 13<sup>th</sup> and 14th lot numbers) are not be used for residential purposes and are to be used for uninhabitable structures only."

26. That all lots, unless otherwise noted, established by this Judgment meet all applicable local governmental agency requirements for a residential building site.

27. That all lawfully existing recorded easements located within the boundary of the amended plat and the parcels described in attached Exhibits A and B are hereby preserved, and the amended plat and Exhibits A and B shall show all lawfully existing recorded easements, and shall be accompanied by a statement of the surveyor that he or she, in determining the type, width, and location of any utility easements shown **has** contacted all utility companies providing services to this subdivision and has reviewed any existing title search and/or policy of title insurance and had searched, or caused to be searched, the records of the Register of Deeds for any recorded easements burdening the subject lands which were created between the date of a title search or issuance of a title policy and the submittal date of the amended plat and shall provide a copy of those records to the Michigan Department of Consumer and Industry Services {now the Michigan Department of

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Labor and Economic Growth), Office of Land Survey and Remonumentation upon submission of the amended plat.

28. That Plaintiff must record this Judgment In the Office of the Register of Deeds for the County of Osceola, State of Michigan, within 30 days of entry of this Judgment, as required by MCL 560.228.

29. That Plaintiff must prepare and ille, within 180 days of the entry of this Judgment by this Court, an amended plat for Lots 8-18, 21, 24-31 inclusive, and vacated Rose Drive, Rose Lake Beach in substantlaJ conformance with attached Exhibit C and in a recordable form as required by the Land Division Act for a final plat, for the review and approval of the Michigan Department of Consumer and Industry Services (now the Michigan Department of Labor and Economic Growth), Office of Land Survey and Remonumentation, in accordance with MCL 560.229 of the Land Division Act and this Judgment.

30. That this Judgment will be declared null and void nunc pro tune should the amended plat not be prepared and filed as required by is Judgment and the requirements of MCL 560.229 within 180 lays from the entry of this Judgment.

.. 31. That this Court shall retain jurisdiction over this matter until final approval of the proposed amended plat has been granted by the Michigan Department of Consumer and Industry Services (now the Michigan Department of Labor and Economic Growth), Office of Land Survey and Remonumentation.

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32. That this resolves the last pending claim in this matter and closes this case.

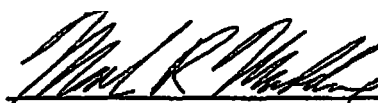
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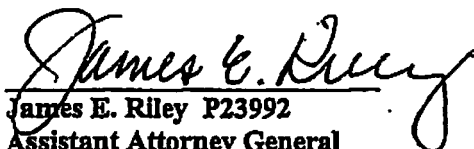
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APPROVED AS TO FORM:



**Mark R. Maddox P25385**  
**Attorney for Plaintiffs**

Date: *September 15, 2005*

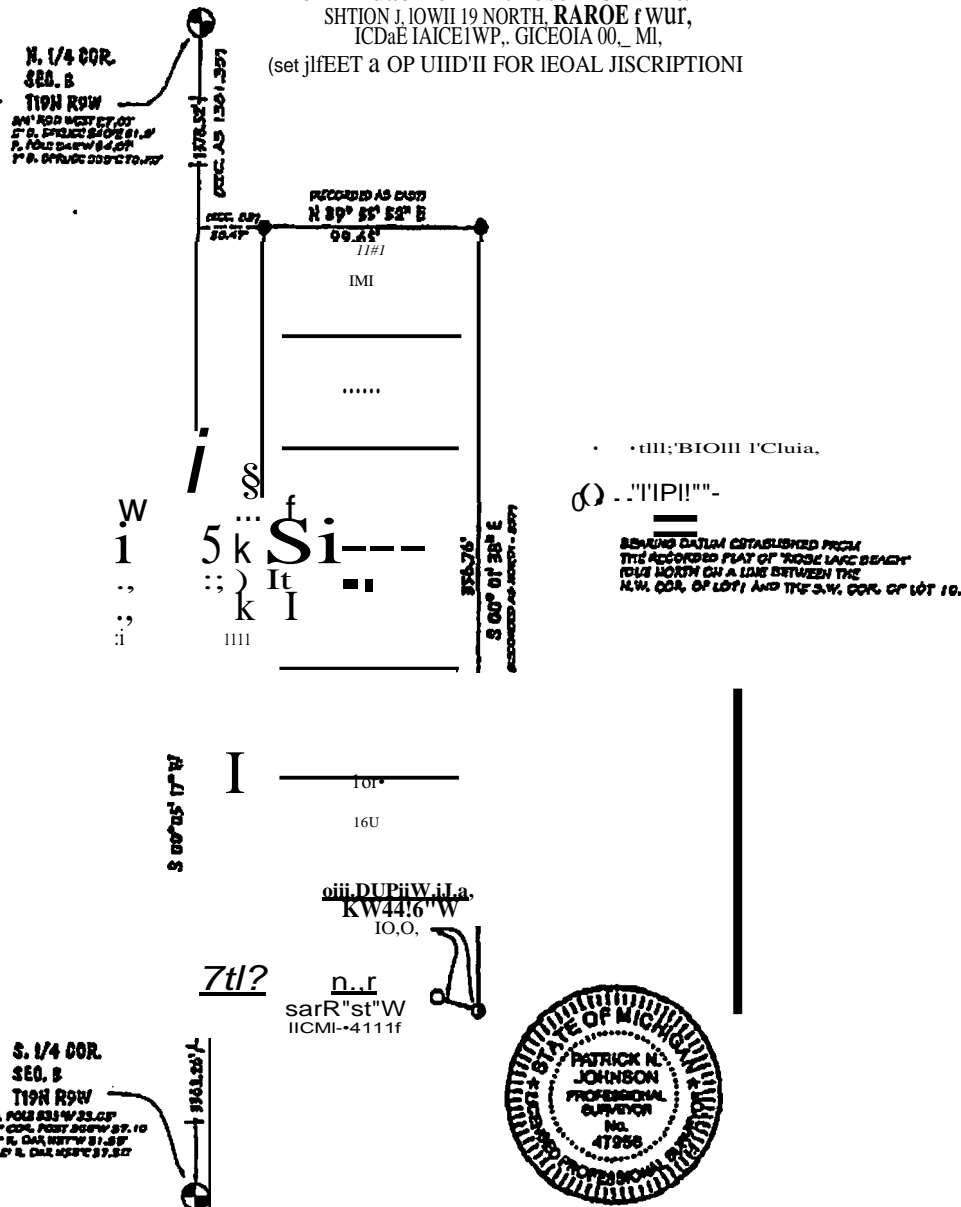


**James E. Riley P23992**  
**Assistant Attorney General**  
**Attorney for State Defendants**

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Frederick W. Johnson

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**602 Capitol Dr.**  
**Midland, Mi. 43642**

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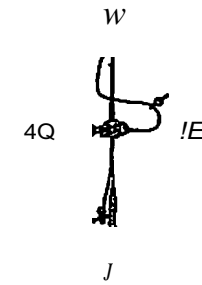
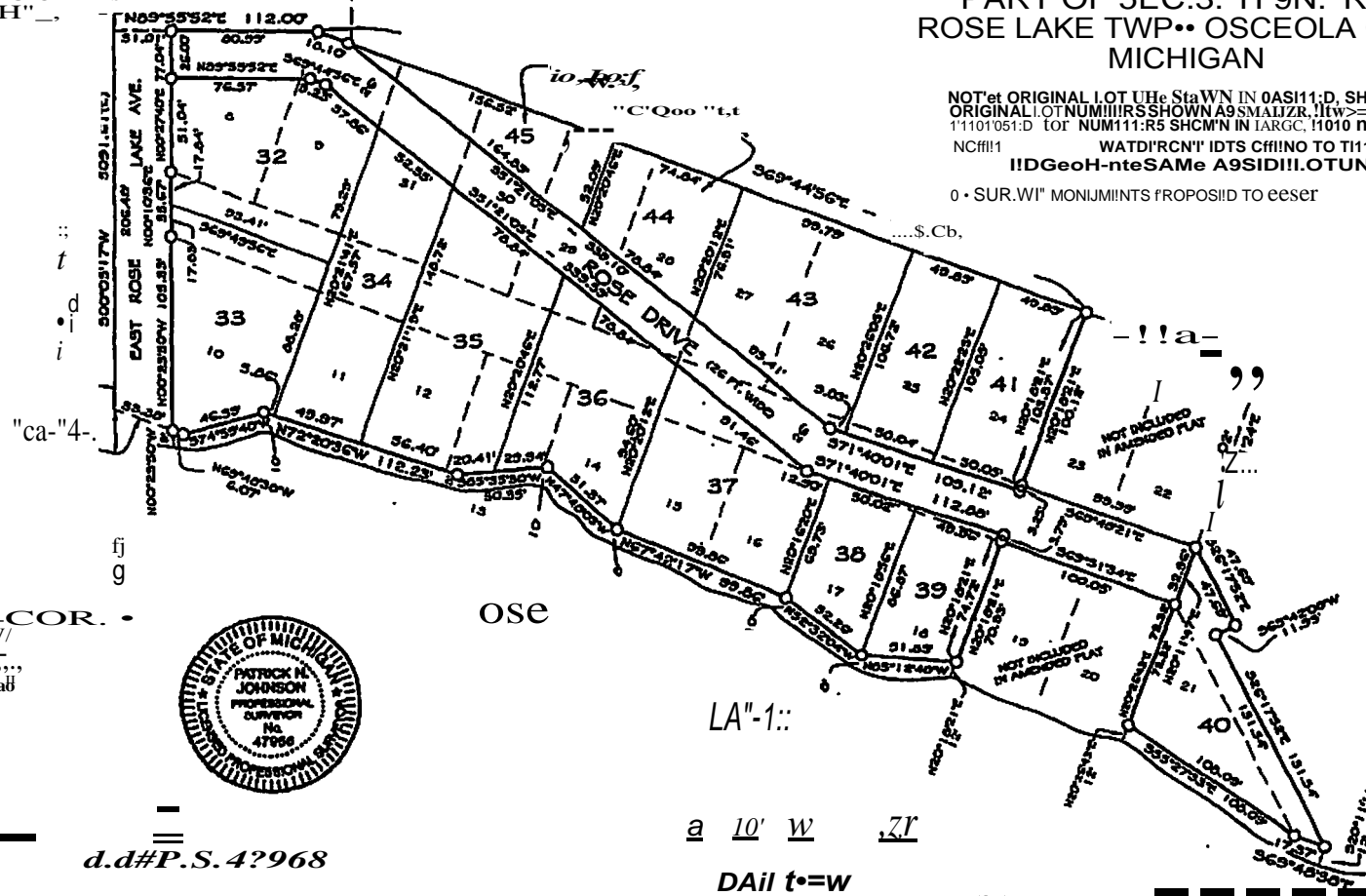
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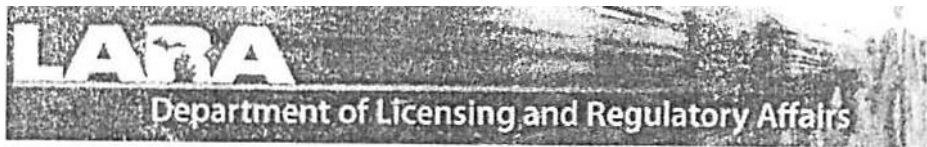
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Bureau of Construction Codes

## Statewide Results for Subdivision Plats

MICHIGAN.GOV

Click on column headings to sort the column

Subdivision Name	Card Number	County	Section	Township	Range	Private Claim
<a href="#">ROSE LAKE BEACH</a>	<a href="#">56776</a>	OSCEOLA	S	19N	09W	
<a href="#">RosE LAKE BEACH-1</a>	<a href="#">21201</a>	OSCEOLA	3	19N	09W	
<a href="#">ROSE LAKE BEACH, AM.P. OF LOTS 8 TO 18 INCLUSIVE,</a>	<a href="#">68003</a>	OSCEOLA	3	19N	09W	
<a href="#">ROSE LAKE FOREST BEACH</a>	<a href="#">56827</a>	OSCEOLA	4	19N	09W	
<a href="#">ROSE LAKE FOREST BEACH</a>	<a href="#">56827</a>	OSCEOLA	9	19N	09W	
<a href="#">ROSE LAKE FOREST HILLS</a>	<a href="#">56828</a>	OSCEOLA	S	19N	09W	
<a href="#">ROSE LAKE FOREST KNOLLS NO. 1</a>	<a href="#">56829</a>	OSCEOLA	S	19N	09W	
<a href="#">ROSE LAKE FOREST ROLL NO. 2</a>	<a href="#">56830</a>	OSCEOLA	5	19N	09W	
<a href="#">ROSE LAKE FOREST SHORES</a>	<a href="#">55090</a>	OSCEOLA	9	19N	09W	
<a href="#">ROSE LAKE FOREST SLOPES</a>	<a href="#">56831</a>	OSCEOLA	5	19N	09W	
<a href="#">ROSE LAKE FOREST VALLEY</a>	<a href="#">56832</a>	OSCEOLA	5	19N	09W	
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[Next Page](#)

1 - 20 of 24

[New Search](#)

K. 'IOW ALL ME'1 B' THESE PRESEHTS, that ~~We~~ the undersigned, the Pine!liver Timber Co pany, a MicJu.gan Corporation and all persons and owners by Allan O. Wood, Attorilley in Pact, 124 . Mitchell, Cadillac, Michigan, being the present **owners** of the followingdescribed property in the Township of **Roso** Lake, Osceola County, Michigan, to wit:

All tho land in the plat of **RTB ROSE** **FOREST III** according to the plat theeo .

**WITNESSETti:**

WHEREAS Developer u die land contr<t purchaser or rul property described InArtldc ll of thu J;)cdl ratlon o.nd delircs **to acate lhcreon , residential comm unity whh perm.anent parks, playground, open spaces, and other ccmmon ra@lltic1** for the benefit of said com nity;and

WHEREAS, Developer desires to provide for die pm tion of **the v2lucs and amcnhics insaid community and for thern1inlc-** no.ncc or ,ild park, plyground., open spacet and other com\* **menfadliticsjuid, to thiflend, dUires to subject therc.1-1 prop\*** crty described in Article ll togedlcr withsuch addition<as m>y hcre.r tcr be made th<rc to (u provided in Artid c ll) to the **covenants, re-strictions, c-ucm.cnts, chug es and Hcn1, hcrei03fcer** ,ct forth, each and ill ol which l, and arc for the benefit of nld property and each owner thereof;and

IVHEREAS, Developer has deemed It dcslrable, for the efficient **preservation Of the values and amcnidu in Wd communit,yto** create an agency to which should,be delegated **o.nd u,igned** the powcn of maipaining and **administering the com munity prop\*** crties and {aalitics and administering and enforcing the cov\* cnanu and restrictions and co llect in g and disbursing the w cu \* **menu and chugsherc:ina.ftcr created;&nd**

WHE REAS, ,Developer shall cause to,be incorporl lcd under the **Laws o r the State\_ ( Michipn, asa non-profit corporllion,**

NOW THEREFORE, tlle D<vclopcrc dcclira that the real prop- erty dcsaibed in Article ll. and ,uch addition thereto u may hereafter be made punu1Jlt to Artid c ll hereof, u and shall be **hdd, tn.n.rcnc.d, fold, con'cyrd and occupied ,ubject to the** cove.nanu, restrictions, asnnc.ntr, ch.arga md lic.ns {\*.Omdmcns **rdCrTcd to u -covenanu i nd reurictieruj ha cm2fu:tut** forth.

**ARTICLE I**

**DEFINITIONS**

Section I. The following word\* when u,cdinthis lxcbnnton or **any supplement>!!x clantlon(unlus the contc,n shall prohibit)** shall**have** the following meanings:

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#### ARTICLE IV

##### PROI'ERTV RIGHTS IN THE COMMON PROPERTIES AND PARKS

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(a) the rights of the Association 10 take such steps arc  
.reounably ncaury to protect the above cb,:ribcd prupatles  
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(b) lha right oil the Association, at pru ed' inill Andcs  
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#### ARTICLE V

##### COVENANT FOR MAINTENANCE ASSESSMENTS

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th: pmposc of defQYIng. In whole or In pan, the cost **ur** any comiruction or -. Inacdon: 111\elCpeclcd repoir or replacement or • clacribed **tal** imprOI'CDlalt upon .lh• Common 11\dudlnlj the neccssazy fixtures and personal prop• cny rclaud lhflto, provided any suds auasment shall have the arfirmatve of tw'o-thlrds (2/3) .of the votes of all \Otlng a\cmbe who .ue vodn11 In pcon or by pro1<y at a meeting dl>ly called for thll P'UUIQ5C, written notice of which shall be sept to all at least thirt)' (30) days in advance and shall set fm,h'bc piupoicof tbc,mffing.

#### Section 5. Chngce In Basis and• Maximum of Annual

**Aslatmair**  
• **Sul, Jctt** to the lbi,jwlons of Section 3 hereof, and for 11,c p\_alods: itadst - **the** Associaun may **dwlge** tbc mui- pimn and bull-of the **Jlllioc** **Scedo 11 S** hereof for illy sud, **Jlllioc** **ibat** any A&ch **haw** the uscpt or two- • (2/3) of the vorlmg who uc voding IG.pmon or liy proxy 111 • mcllzlg called for thll p: writtm nodcc of which shall be **maaha** "least thirty (SO) days In acmncc and shall set foni! Ille pmposc oT the!Mding.

#### Quwum for Any Action Autho•lzed under Section1 •

'Jbc quorum• ulrcd for **any** action authoriaael by Sections 4 and 5 llacof dw1be u follows,  
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#### Date Of **Commair**meat of Annual Aslaamcnu.

1bc Annual **assessments** provided for herein slaa11-an the.r1111 daY or April, 1971. The Asscume1 f'each llcccdilla year sbilllcome due and payable on the lint day of AprB of each year. No adjustments or promionl of U1Cymc1111 aliall be made by the Association. For purposes or **inl** the -1111,aacments shall be considered as in adwan,e and shall be JCl1ed !'flnst any OriRinal Lot which 11 sulljfl to this DcdaiatOIi or Supplementary bedaratuns. The dllic date of any speccll -t uiukr Section -1 hereof shall

be fiKcd In the Raul,aliun a,athurizing such L

Dutlei of the of Diicctors. The management, affair and potides of the Awicla11on shall be vated In the Board of Directors, each of whom must be a member of the Association In good standing. The number or Dilec:tors shall be" nol more lhan eighteen anil not las than llx. The Buard of Dircc1UI# of the Assoclatlun shall prep.... a roster of il,c proper• lies'and anasments applicablc thereto at lea5t thlmy (SO) days in o.dvance of such 11111C1umnl due date. Such asses1mcn1 toster lha11 be kept In the office of the Alludaliun and shall be open tu inspection by any-ncr.

Writicq nodcc of the \_ \_ \_ , shall th be sent tu away - salojca lhcrccto.

The Allociatloa shall upon clmalld at any fun.ish 10 any owner ll,bic ror aid - **it** catif"acatt in writiag signcc1 by an officer of the Allodat1" sc1ting forth wbet'or aid usasment 1w been pal'd. Such ccnificaic shall be condtlivc cvidebcc of payment of 1D) usasment therein Slated to have ba:npaid.

#### kdl!m.2. Effect of Non•Paymmt of Aasmcn1.

---rtii'Pcnunal Obligation of the Owner; The Lien; Remedin of Aaot:ialliun. If the USCIIUIICnll arc not paid on the date whCII due (being the date•specified In Section Thercoij" .,dicn 1), crcon and icOSI of cpllection thettDf ill hercinafie: piovlded, there• upon **becoming** a continwna lien on the property which ah.U bind **properly** In the liands of the lhcra owner, his heirs, devlsces, personal rcpraentativa andasigm. The personal obll• ption of the then OWICr **19** pay such USCIIUCDI. **lio** -, shall rcmah\ his pconal obllgalion for the statutory period and shall **not paa** to his mcccndi in title unless Cl-pfCldy assuaacd by **thim**

Ir the assameat **is** -within tbiay (SO) days after the- uency dall,"a 1 fee not to el'cedcd 12.00 shall be : : : , thacto and rom :L:l date intact at the rate or six perccot (6%) **F** **19** may be added to the decln'ucnt baJ. ancc and penally and the Allocialun -Y bring an aaion al law .aainsi the **ownd** pconally obligated to pa) the amc or to forthlmc the ltl\_1 against the propertr. There shall be added to 1111ch .....men., delin4ucnt IH .md ncrest and the cost uf preparing and lili111 Complaint In such actign and in the event that Judg nt shall incfwlc Intern, on the total amount as abUYC provided ond rcuunablc 1111omey• rec tu be fiaed by the COJ111 together with the costs of the act1<on.

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us, *us, sm̥s̥m̥n̥ic* which *haw*; become due and *pa*) *bk* *p*-*fur* 10 a sale or transfer *ur* such *pn*-*petr* *pun̥ant* "a dēctre *ur* for: *dusun̥*; or any other proceed'ing *n* *lieu* *ur* *luc̥susc̥*. Such sale or *tn̥sfr* shall not reliev'd such *prop̥cny* *fmm* *l̥ib̥l̥ity* *fur* *in̥y* *us̥c̥m̥t̥n̥* *S* *th̥c̥r̥c̥f̥r̥e* *b̥c̥m̥g* *d̥u̥e*, *n̥ur* *f̥r̥* *l̥m̥* *l̥h̥c̥* *l̥i̥n̥* *u̥f̥an̥y* such subsequent *ass̥am̥l̥*.

**Section 1.1** and 1'empt Pr<1pny.  
 fol:wing property subjecl IU this Dedorotion shllll be  
 ellCllflljted from the accuanscns, charge, and lien creald herein:  
 (a) all propertles 10 the aten of any t:~CnK'nt or utber interest-  
 chrcin dedlcated and accepted by the public localb authority  
 and devoted to P?lic use; (& all C..mm->n Pruprcin. 11 cllrmed  
 in Articl 1, Section I hereof; (& all C. p in exempted Crum  
 tuatlon 11) the laws of the Sutc of Michlgan upon the teims  
 and to lic C1C1C'nt or such lqpl exemption; (d) all proprcin  
 owned by the DcCylorop, hs - w,d uslgn, and held by  
 them or, ry of chemlor ale ur ralc, lndung any lois which

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MOBILE HOMES, CAMPERS & TRAILERS, FENCES  
AND MISCELLANEOUS

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 lou, a long u:  
 Local and State saniwy and health bws arc uburvr.  
 b AU Udhly connections at 1cmprury.  
 c The manufacture of all sum equipment wu lnlnclcl fur  
 camp ng,

Section 4. AU Fences shall be erected at 1-1 75 feet back from the subject lot line and 20 feet from the side lot line in the event of a corner lot.

(a) All fences shall be made of \_\_\_\_\_ or of material to lend harmony to the topography of the sum, winding landscape surrounding the subject lot.

(b) No fence is to be \_\_\_\_\_ inches in height.

ARTICLE VII  
BUILDING AND USE LIMITATIONS

Stettin 2, Nu IMscment. shack g:&rJ, bunurnlhn,,u1 building  
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nently, n,,t-shall in y structure of building in the pucea of  
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No lot shall be used ur **molntalned** u a clumping grui,sul ror nabbish, **lnsh**, giubagc or other wutc shall not be lccept ci<cept in a **unlwy** container. All IndnuMozs or oilier cqui11mm1 for lhi: .ion,gc ot ,1 onl of 111Ch -terW shall be kept in a dean and wy cu. diGun. •

No "For Sm" sign or ;ohertlsing device, .af any kind llhall be CICCled on any 11>1 except 1 on a new rsldence prvlumly lldOCCU!!ic,1 which-b ofr by the **doper** or buUdcr. En•  
InJICC 'lPOD any lot for rcmo.al or such '.;olatium aball not be  
**l,cgudcdasuapass:**

**Tbc** outside linisbing of **all-b** gs must be:c:omplcd within  
•• (1) after -uualon bu sWtd. -1 no asphalt  
ablDglcs; UDitalloa bric'k; buildmgpaper, insolation  
lhoat,lag or similar -leials shall be used Cotthe  
ateriot f'mish of Y Mich buildnl exterior f'mish shall be  
• Nliatua shngla. liding,top, brick,stone or concretc••

Every dwdllng l'ouse **a**hall have not len than 720 squce feet of enclosed llvillgspace exdwlvce of potches, btcczeways, cag,orts, pa os, pool **OJCU**, \*olberryum.

Building, Mo Home or Camping Lacallon. No  
liiiliilmg, **mobile**, anipcr mU or iCot a hall be loca\cd on  
ay pJQlffiy - than 76 feet to the **front** line or  
achir d,aa 20 feet oa **any** side street line. No buildina, mobile  
home, c:ampa: uni& or tmi shall be located pccu tWl 10 pcr-  
ccnt to the wldd of **the** un'ohich sodl buldin& **mo-**  
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Covenant, **ca**-, **ll** adopen potdu:s shall **not** corisidaed  
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upon adjoiningpiopcny.

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have the right to plVSCCllIC any proceedings al law or in equity  
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from doing so or to recuver damoga ur other dues ror ,..,ll  
viobdons.qnnlidaticm or any one or these cuvcnanu b)-i.udg-  
man of court order shall in no way arrca any other provisl<ons,  
willch shall remain in **ruU** **orce** and errecci.

The foregoing\_ Building and Use Uni11allun1 thaU not apply le>  
the Common l'roperties.

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of any land sulljca to thia Dedantloa, their rapccliw, lcpl  
rcprcKntaliwa,lictrs,S11C10CSSOZS and assigns, for a um ol nwn-  
ly years from the dale Ibis Dedataloa ls ittemcd, alter which  
lim6 said -u shall be **au-lically** extcsuled r< suc-  
cmi-c paloda of ten (10) years unlcu an imtrwnc1 signed by  
the then owners of **two**-think of the lou, subject 10 **this** Dec-  
bntlon, Indwllng all lots If any mil owned liy the Developer  
or its su-ssozs or usiglis, bu bun teeOred, apcelng 10  
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vided:**h** **cw**., lba1 no such opttment 10 change lhalf be rrefec-  
dwun lcs1 made 1p1d reconkd lhrce (S) ycan ln advance or the  
date of such **cmnge**, and wilcss writcen notice or the  
proposed agra:mmt ls lllfll 10 every owner al leul ninety (99)  
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owner on the recoids or the Association 11 lhc time of mc:b  
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against any pczsun of J'CIOns viuladng ur aucmplng 1o ,iuLu•  
any covenant or n:amctiun. either to rsualn vlulalian or .c-  
cuver dam&gs, and apinst the land to cnf9N)C any lien created  
by lhesc -u; and failhrc by the Association or any owner  
to adorce any -1 or restrliellun **hadn** contained shall in  
no event be d<mcda **WAWCF** of the righ110 do ao lhercaflcr.

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c.:>

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

ARTICLE VIII  
HABITATION RESTRICTIONS

11) All lots 11-71) subject to the following restriction: No person shall begin construction or make major repairs to any septic tank, septic toilet or sub-surface disposal system until owned by or his representative has made application to the Central Michigan District Health Department; R.P.D. City, Michigan.

12) Each well drilled on this plat (lots 1-71) must pass through a protective clay layer or an aquifer is used or if no clay layer is provided, the well shall be constructed to a minimum depth of 80 feet and will be constructed in accordance with ground water quality rules and regulations,

13) Construction on the following lots is hereby restricted as follows: Lots 19 and 34 are not available for on-site sewage disposal.

(41) Construction on the following lots is hereby restricted as follows: The placement of a dwelling and sewage disposal system must be located on the lot in the area identified to the satisfaction of the Central Michigan District Health Department, R.P.D. City, Michigan,

Lot 18 - Back half of lot  
Lot 21 - Back half of lot  
Lot 47 - Front half of lot  
Lot 48 - Front half of lot  
Lot 49 - Front half of lot

ARTICLE IX  
LIGHT RESTRICTIONS

No street light or mercury light shall be installed or erected within the plat of "NORTH ROSE LARF FOREST HILLS." Flood lights, if installed, shall be installed in such a manner that the light does not illuminate areas other than that owned by the lot owner making such installation,

356 409

REGISTER'S OFFICE ) SS 11oy 1t.29  
OSGEOLA CO. MICH.

At 3:00 P.M.,

*t!t" l!eg!l'a*

BER 356 VAL 410

Signed in the presence of:

                      
Duane F. Wood

PINE RIVER TIMBER COMPANY  
by Allan D. Wood  
Allan D. Wood, President  
Allan D. Wood  
Allan D. Wood - Attorney in Fact

State of Michigan) ss  
County of Oakland)

The foregoing instrument was acknowledged before me on this day  
of May, 1978 by Allan D. Wood, President of Pine River Timber  
Company, a Michigan Corporation, and Allan D. Wood, Attorney in Fact,  
on behalf of said corporation and those persons with a proprietary  
interest in the plat of North Rose Lake Forest Hills, according to  
the recorded plat thereof, ss

My Commission Expires                     

Rosemary A. Burdley  
Rosemary A. Burdley  
Notary Public  
Oakland County, Michigan

5/9/78  
Date

Michael Urbaniak  
H L Urbaniak  
Central Michigan District Health Department  
Reed City, Michigan

Prepared by and returned to:

Allan D. Wood  
2517 N. Main  
Royal Oak, Michigan 48073

S.

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, the Pine River Timber Company, a Michigan Corporation and all persons and owners by Allard D. Wood, Attorney in Fact, 124 N. Mitchell, Cadillac, Michigan, being the present owners of the following described property in the Township of Rose Lake, Osceola County, Michigan, to wit:  
All the land in the plat of **ROSE LAKE HILLS,** according to the plat thereof.

WITNESSETH:

WHEREAS, Ocvdopa is the t.nd conlratcpurchaser of real propeny d<Kribed III Artldc II of this Decbnaton and dtilie< to ante thereon a res:identnl community wltl permanent park,I, playgroundI, open ,paca. ind other common b.cilitia for the bcnent of uid communityi d

WHEREAS, Develop« dniru 10t,rovldc for the prucrv\*tion of the values and l.mcnitics.in uid commun ity a.nd for the: rminte nance of wd pulu. pl>yground , open lp:teel and oth er com mon racilides;and, to thu end,disira to slbjeet the real prop erty dc,cribedin Article II together with such additi ons u may hcrultu be nude thacto (as provided in Article II ) to the covc:na.nu,reltriction,t,e:a.sc:Mnu, chugaand liens,htt<inaJtc.r t forth, uch and all of which lSand :arc for the benefit of wd propaty andnchowner thereof;and

WHEREAS, Developer hu deemed it desinble, for the elfic:icnt pracrvcation of the valun and amcnida in uid communit7, to aa« an agency to which lbould beddeg,tcd ind assigned the powen of n>.intalnng and idmini.tcing the community prop ertiCJ and Cadlltia and administering and enforcing the CDV cnan II and restriction s and eoUccting and disbunng the W<> mnm and ch:arga haei nafltr created; and

WHEREAS, Developer 1h&ll ca u,c to be incorporated under the bwi of the State r"Michigm, as a non-profit corpor.1.tion,

NOW THEREFORE, the Developer decwcs that theral prop erty dacribed in Article II , and ,uch additions thereto as m'-) hereaftr be nude punuant to Article II her of. i, and shall be held, tms(crrc:d, a.ald, con cyed and o«U pied 1uflr ct to the covcnanu, re\*ltTictions, cascmnu, charges211d liens sometim es rcrcncd to as "covenants and restrictions") here nlrte1 set lort h.

ARTICLE I

DEFINITIONS

Secdon I. The following words when used in this Decl:ar2lion or any supplemen tal Declaration (unlns thecontext lhall prohibi t) ,h&JI have the following meanings:

1.BR 356,Ac527

1.



(a) "As1oda1lon" aha1l mean and refer 10 the Lake Forest Properly Ownen Association.

(b) "The Propm1n" 1holl mean and refer to all such exis1lna 1, ruperdca, and o.cld1llons 1herc10, u arc sub1ca to this • Declara1iun pr any Supplemental Declaration under the prov\ sloM or An1dd1; hereof,

(c) "Common 1a" •hall mean and refer 10 those ucaj of land, hown uit....., tccordcd subdivision 1!lat of The ca mill in1mded 1o-be dnottcd to the cmmun use and joymm1 of the ncn offbc Prapcnla.

(d) "Orlgbiat Lot". W mcan and refer to any lot or plal of • land slaown! J1OD any original rcccrdcd and subclivmonmap of '1be Propcrtla aftrr the same has been sold by the Dewdaper, or its rcprcntaliwa or &Slip.byland c.mtna or by deed but shall ro1 IndUlK Comm1) 1'1opertica • heretofore dd1all or uy 101 thu the baa sold in which the COAlnet bcccm default by d,c pun:hascr and 1hat the Developer or 1la u, 1 back for resale.

''' (e) "OM1cr" ihau mean and n:fer to the aiultable o- wbc1litt one or more persons or cn1itics holding any Off&inal lot situated upon The Proper1ci w1C1lcr such ownen1ip be in fee simple 11\k or as land ccmiract vcncc, qotwilbstaiding any applicable tho1y of the mongage, aha1l not mean or refer to 1he mor1pgcc except 1f the monpgcc baa acquired Citicpur- 111111110 forec1sure or any procading in1ieu of 1ored<, s, uc:

• (f) •1wftzi,kr" aha1l mean and refer to aD thoac Ownen ,mo 111cmbe1 of the Assuclallon u provided In Anide III, Sec- tion I, hereof.

[g] "Front Lot Une •, ,ha1l mean and refer to thu aide of the 01 1h11 touch• 1hc coun/ road; in the C\cent 1hac the lot is a corner 11>1, u aha1l mun an refer 10 the ahoncac side of the lot that touchca the coun1y road.

## ARTICLE II

### PROPER?Y SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Sec1tori 1. 1isting Property. The ral propeny which is, and 1111111e6" cld, cran1" crn:d, sold, conveyed, and occupied, subject 1D 1h1a Declaration, 1a located 1n the Towmbip of Rose Like,

Oaccvla County, Mid>lgan and ia murc particularly dw:ribed aa- full1>ws:

### ROSE LAKE FOREST

being a aubdlvisiun put or Section 5, Township 19 North, Range 9 West, Rose LakcTownahip, Osceola County, Midil- gan

all of which real 1'fopcrly shall hereinafter be referred 11> u "£1tisting Property.

Scalun g. Additional Lands may bOcome subject to 11115 Dcdu- auon.

The Developer, Ita succ:aaon and assigns, shall haw the right to briag additional lands located 1n Osceola County, Micbl- B1" • Into the acha= or thb Declaration. Such proposed addi- uons. 1f made, shall bcco.- aubject 111 111C1D1D111 for their juat alwc of Aasodation expcmcs. The Common Propcrtica within all such additioas abalf be dCYo1cd tu the common me and a joymcot or all ownus of r.ropcrtica which arc subject to this Dcdarallon. The Dndoptt a riF1\ u 10 bring addibOnal lands Into the Declaration shall not beheld 10 billd the Developer, lu succason and a.lgns, to make the pruposed additiona or to adhere 1D the scheme 1n any subacquent dCYClopnim1 of the land dncrjbcd herein. In nu CYC11\1, however, aha1l auch supplc- mc11w1y Dcdantion rc1OOke, -dify tiradd1D the Cownants atab1lahcd by 1hia Declantion within 1hc existing property.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Sec1ian 1. Membcnh1p

\*\*\*\*\*1wciy pcnun or enthy who h1>1<k any equitable 1ntrtlt, Including the Devel ••• In anylot or lu1s 1nduded within "The Properties" u hcrcll\ defined, whc 1her as land contract w:ndcc or fee holder being subject 10 these covenants, shall be a mem- ber of the Association pNYldcd 1hat any such person or enty who hokh aach 1ntcrct1 merely u a security for 1hc perfor- ancc of an obligation shall not be a m•mbcr.

Voting 1llghts.

•aton ihall liavc one c:laas of voting membership.' Voting members shall be all those memben who hold 1hc inter- cats required for Membership in Anrde 111 in Section 1aboYc. When more than one person hokh such interest ot interests in anr we in said Propcrt1lt, all such persons shall be members and

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C.)  
CJ1  
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1M ,role foreach such Lo1 did be c..ercised u they.....ng  
thmsidfa dclnmine. Each member ,haJJ be entitled IO one  
vote for each lot thal he owns ut in which he owna in fee or ln  
which he bu an Interest u a land conl rac1 pun:hucr.

#### ARTICLE IV

##### PROPERTY RIGHTS IN THE COMMON PROPERTIES AND PARKS

Memben' Euemen11 of En ymcn1.  
SubJca lo the provisions of Anidc IV ln Sccllon S, cw:ry  
member shall ha" • right and cascmmt of enjoyment ln and 10  
the Cammon l'ropetlia and sudl cacement dwl be appuncnan1  
IOand shall pan with the title lo "er/Oripal Lot.

This lo Common Propenia  
Iopa oball retain the Olllk to the Common  
PrvpQlia but not lo" F than such bmc u it hu sold 95 of the  
loll in the Propcni. ind ad additions lhcse lo and the  
&2BRPIC of lhc OUlll & dding balanca of the sales prices tbac(o,-  
hu been reduced 10 tbcrcof, but not lata' lhm live (5)  
years from the date of lbc rccotding of this cloal lncnt, wt, cn  
Dewlopa shall convey lo tbc Association such Cammon hop-  
cnla with all lmproffiffiCnts lhercon.

Exlcn1 of Mcm • 6- mcnts. Thedal, 11 and cue-  
iiiiiiiisof enjoyment ocated herdiy shall be siliject IO the  
following:

- (a) the rights of the Association IO take sudl llcp\$ u f!C  
MUOnably ncccuuy to protect the above daeribed properties  
against forcclousn; and
- (b) the right of the Auoclalion, as provided in 111 Anldc1  
and By-laws, to suspend the enjoyment rights of any member  
fo,- any period during wlhch any assessment remains unpaid,  
C., and for any period not 10 exceed thbty (30) days for any  
infra:tion of its publiiMd ndcs and ngulat--.

#### ARTICLE V

##### COVENANT FOR MAINTENANCE ASSESSMENTS

i  
i:Q Creation of the Um and Pasonal Obligation of  
ts.  
The Dc\lClopcr, being the owner of all 'the Propcnla, here-  
by a, u, . and each subscqw, nt owner by acccp l'ance of a

deed therefor, whether or not It obllll be cxprased in any llllCb  
dtcd or con...yance, be deemed lo co-t agree to l" IO  
the Anociation: (1) Annual lMCSSIDCDII ur dmga; {ZJ The  
annual -- nu, 1 with lllCh inicrst thaon and cosll  
nr coDccuon thrcur u hereinafter provided, shall be a cba1JC  
on the land and shall be a colulnmg lien upon th• propaly-  
ag.ln11 which each aucsamnt ii made. Each such UIOUlllffil,  
tugcthtct with such lnten:11 thereon and cost of collection there-  
of u hereinafter r,rovidcd, shall be a charge on the land, and  
shall be a continug lien upon the propcny against which each  
such --, mm1 bmade. Each such assessment, together with  
SDcb intc1Cst thrccon and -1 of collection thrccol u herein  
after pnmdcd, Auill also be the pcnonal obligation or th"t>Cf-  
son wlio wu the Owner or wch property at tlc time when the  
fell due.

**Sect::: -** Aaociatic>n shall be med ex-  
dwivdy for the p..up..osc Of promoting tllK mratioi>. hcaltb,  
safety and welfare of the raldcnu in The lies, an-cl in  
pytiaalt for the lmp,-rll and maintenance of propmcl,  
SCMECS, and faciliticldnted IU this and related 10 the  
use ardenjOJffiffit or the Canonon Pmperties situated n tbc  
Propertlia, including, but dot llmhcd tu, the payincnl uf taxa  
and insurance thereon and repair, replacemml and additions  
then:10, and fll« the -t of labor, equlpmcn1, materials manage,  
me ln and supervision thereof.

**Sec :° 8.** Bub and Amount of Annual Asfcaments.  
e annual au\*-nt shall be \$15.00 per .. ch Original Lot  
sold by Dewloper, Its npraentadvcs or auigns, by La.Jd Con,  
tract or Deed and the lue1 lmcnl shall be llisln "huicd ovmy  
a.gainlt each Original Lot, provided lha1 in cases< chere an Own-  
er owm more ihAn one lot, the aucumcnl fo• lhc fini lot  
owned shall be \$15.00, but each additional lot shall bear an  
annual uscament of \$10.00. From all such aucu.r.,enu, the  
auaci:ati.,n oball pay for the \_ , of th malntuw,ce or parks,  
cqaipincnt, llCDffll upkeep of the ll, use Lake Forest area, man-  
agcmnt and opcnion thrcof. In no n:ptb Wane be  
of chug.. • special fashm1 as p.....Mtu below be lwcied  
against or be dluc &om Dncloper for any loll owal:by it, or  
oibctWisc.

Section ♦. Aacanxnts" f.., Caphal lmp,uva., a, 11.  
---ii"iial11 on 10 the annual usasmnts authorir.cd by Section  
S hcteof, the Aaociation niaY kyy in any &llCISIDcnt year on  
each Original Lot sold by the Dnclopa-, ill n: pns=ut1""s or  
iwlzns, a special uscment, applicable 10 that ycu only, for

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Exempt Property.

owing properly su ca le> chisDedar; iton shall be  
exempted from the astffl m:ncu, charge and lien created he<in:  
(a) Dll pro rlls to the extent of any casment or other Interest  
therein dedlated and accepted by the local public authority  
and devoted to public use; (b) all Common crllc1uclnd  
in Article I, Secdon 1 horcof; (c) all propterr, exmpted from  
wactin by the laws of the State or Michigan upon the tenns  
llld to the extent of such legal exemption; (d) all F V  
owned by the DcvdOJ/CJ/T, its 1u=oon 1A011 and iddy  
than or any of them forsalcorraale, inU41ngany lo11 whch  
ba.c been reacquired by the Dcvdpor.

## ARTICLE VI

g All Mobile Homes, when placed on an Ordinal Lot, illitillicotitl ddered permanent lild shat mrrt doc following re- qwzmcnu.

(a) All shall have tongues removed or covered in a decor- illitl.

illitl. All shall be ia>mediatd' placed on a foundation or illitl.

(e) All that ate less than 12 x 60 feet in du mmiil be.vk bnnnmor forest pcm in color.

(f) l'brc slull be no addition to amble homes except poolc; or equipment manufactured by the nwiufactu,u of lhc-bite homell'questm.

(c) Mobile home location on the lol must comply with Article (PU, Section S, in additio'l to which it must be placed length

No platted lot shall be further subdivided.

## ARTICLE VII

## BUILDING AND USJ LIMITATIONS

Section 2. No basement, shxk g:u:gc:, born or oilier outbwldiug  
iliaJra'iny lime be wed as a residence, ••m rily orJ)Cmfi&  
nently, "" shall any suuctU1C of building in the prucas of  
comtrw:l.i.on, be used asa .a.idncc.

**In11alldDDI!QCCIng die rcq=-nts of the Mlchlgn Slate  
Boaft of Hallh.**

Enforcement, Enforcement or these co-nants DZL  
railaliis shall "be by any preceeding at law or an way  
aplnl any paeon or pcn, I11 wualtong or attempting to i. la1r  
any - ratricia/AI, either to restnl violation or re-  
- damal/CI, and apim1 the land to cnfoag anyllCD created  
to= b pac-I11 and faime by Inc AACotici =C any -  
any - osultion bercln contained shall in.  
no cwpi be decmed waivr of the right to do lo thercalter.

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C09enant• or reatrlctiona by ju-..nt or court order aha  
lnnow**lN**affect uy other pro•ialon, rh ch aha'll're.t in  
f\lll **force and** effect,

#### AR'ITICLI VIII

HBAL'rH RB IC'!l'IONS

11) All lots 11-481 subjpct to thft following rftstrlction:  
No P4lraon shall bftgin construction of or mate major repairs to  
anys.ptic tank, apptic to ilftt or sub-surface disposal system  
until ownPr or his representative ha• **made** application to the  
Central Michigan District K,,alth Department, lloed City, Michigan.

(21 Each well drilled on this plat (lots 1-4,) llll st pass through  
a protectivp clay layPr befor an aquifPr is used or if no clay  
layer la Pvidpnt, thp WPll shall bp constructed to a mini■Wll  
depth of 80 fppt and will bp constructed in accordance with  
ground watPr quality rules and re9lllations,

(31 Construction on the following lot is hereby restricted aa  
follows: The placgent of a dwelling and aewaga disposal system  
mullt be located on the lot in the area identified to the aotia-  
faction of the central Michigan District Health Department, Read  
City, Michigan,

Lot 1 - Back half of lot

#### AR'ITICLB IX

LIGHT JUCSTRICITIONIS

No street light or Hlcury light shall be installed or **erected**  
wJtbin the plat of "ROSE LAKB' l'OIUIST RILLS,"  
Floodlights, if installed, shall **be** installed in such **a manner**  
that the light does not illWllinate **areas** other than that owned by  
the lot owner making such installation,

IGM 356 YAC.533

u8t!1 :i5G rAlt534

Signed in the presence of:

*Rollens A. Girdley*  
Rollens A. Girdley  
*Rollens A. Girdley*  
Rollens A. Girdley

PINE RIVER TIMBER COMPANY  
by *Allan D. Wood*  
Allan D. Wood President  
*Allan D. Wood*  
Allan D. Wood - Attorney in Fact

State of Michigan  
County of Oakland

The foregoing instrument was acknowledged before me on this 30th day of June, 1918 by Allan D. Wood, President of Pine River Timber Company, a Michigan Corporation, and Allan D. Wood, Attorney in Fact, on behalf of said corporation and thosa pei:aona with a proprietary interest n the plat of "Rose Lake Forest Hilla, according to the recorded plat thoreof,

My colmlli sion Expires 4-Z si'l . tfl d

*Rollens A. Girdley*  
Notary Public  
Oakland County, Michigan

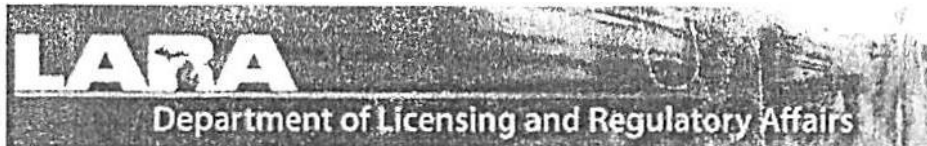
Date 7/11/78

*Michael Ulrich* R.S.  
Michael Ulrich  
Central Michigan District Health Department  
Reed City, Michigan

Prepared by and return to:

Allan D. Wood  
2517 II. Main  
Royal Oak, Kioh.igart

-----: 26th  
REGISTER'S OFFICE ) SS eoy g:z9  
OSCEOLA CO. MJCH. At :OO. P.K.  
(!f: .RoGIIW


[Michigan.gov/Hylie](http://Michigan.gov/Hylie)
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Bureau of Construction Codes

## Statewide Results for Subdivision Plats

Subdivision Name      Plat Number      County      Section      Township      Range      Private

Click on column headings to sort the column

Subdivision Name	Plat Number	County	Section	Township	Range	Private
<a href="#">IQ</a> N. ROSE LAKE FOREST HILLS	<a href="#">56776</a>	OSCEOLA	5	19N	09W	
<a href="#">Tu</a> ROSE LAKE BEACH	<a href="#">21201</a>	OSCEOLA	3	19N	09W	
<a href="#">JLdl</a> ROSE LAKE BEACH, AM.P. OF LOTS 8 TO 18 INCLUSIVE.	<a href="#">68003</a>	OSCEOLA	3	19N	09W	
<a href="#">J1cll</a> ROSE LAKE FOREST BEACH	<a href="#">56827</a>	OSCEOLA	4	19N	09W	
<a href="#">1b?tl</a> ROSE LAKE FOREST BEACH	<a href="#">56827</a>	OSCEOLA	9	19N	09W	
<a href="#">I</a> ROSE LAKE FOREST HILLS	<a href="#">56828</a>	OSCEOLA	5	19N	09W	
<a href="#">Jnfi</a> ROS - LAKE FOREST KNOLLS NO. 1	<a href="#">56829</a>	OSCEOLA	5	19N	09W	
<a href="#">SE</a> LAKE FOREST KNOLLS NO. 2.	<a href="#">56830</a>	OSCEOLA	5	19N	09W	
<a href="#">ROSE LAKE FOREST SHORES</a>	<a href="#">55090</a>	OSCEOLA	9	19N	09W	
<a href="#">fo tl</a> ROSE LAKE FOREST SLOPES 3	<a href="#">56831</a>	OSCEOLA	5	19N	09W	
<a href="#">ROSE LAKE FOREST VALLEY</a>	<a href="#">56832</a>	OSCEOLA	5	19N	09W	
<a href="#">.flcll</a> ROSE LAKE FOREST, PLAT OF	<a href="#">54101</a>	OSCEOLA	5	19N	09W	
<a href="#">.fr2tj</a> ROSE LAKE FOREST PLAT OF	<a href="#">54101</a>	OSCEOLA	5	19N	09W	
<a href="#">J!clj</a> ROSE LAKE FOREST, REPLAT SEE E.	<a href="#">54099</a>	OSCEOLA	5	19N	09W	
<a href="#">JLcll</a> ROSE LAKE FOREST, REPLAT SEE N.	<a href="#">52999</a>	OSCEOLA	5	19N	09W	
<a href="#">ROSE LAKE FOREST, REPLAT SEE W.</a>	<a href="#">54102</a>	OSCEOLA	5	19N	09W	
<a href="#">I</a> ROSE LAKE FOREST, REPLAT SEE NORTHWEST	<a href="#">54100</a>	OSCEOLA	5	19N	09W	
<a href="#">ROSE LAKE HEIGHT</a>	<a href="#">40184</a>	OSCEOLA	9	19N	09W	
<a href="#">JLclj</a> ROSE LAKE HTS. REPLAT VACATED PT. OF OAKHILLS DR. SEE ROSE LAKE IN THE WOODS NO. 1	<a href="#">53903</a>	OSCEOLA	9	19N	09N	
<a href="#">ib</a> ROSE LAKE IN THE WOODS NO. 2	<a href="#">56495</a>	OSCEOLA	9	19N	09W	

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[New Search](#)



KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, the Pine River Timber Corporation, a Michigan Corporation and all persons and owners by Allan D. Wood, Attorney in Fact, 124 1/2 N. Kitchell, Cadillac, Michigan, being the present owners of the following described property in the township of Rose Lake, Osceola County, Michigan, to wit:

All the land in the plat of R E FORES KNOLL No. 1 according to the plat thereof.

#### WITNESSETH:

WHEREAS, Developer is the limited partnership purchaser of real property described in Article II of this Declaration and desires to ante thereon a residential community with parks, playgrounds, open space, and other common facilities, for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation of the value and amenities in said community and for the maintenance of said parks, playgrounds, open space 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 U) to the covenants, restrictions, easements, charges and liens hereinafter set forth, each 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 property and facilities, and administering and enforcing the covenants and restrictions and collecting and disbursing the assessment and charges hereinafter set forth; and

WHEREAS, Developer shall cause to be incorporated under the laws of the State of Michigan, a non-profit corporation,

now named EFOR, the Developer declares that the real property described in Article II, and such additions thereto as hereafter be made pursuant to Article II hereof, it and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter 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:

1.

LIBER 356 PAGE 535

(a) "Assacloudon" shall - and n:rer LO the Rose Luc Forat Property Ownen Association.

(b) "The ics" shall - and refer to all such culh: 11ropuia; uid adhluru thereto, as an; subject to titu, Declaradun ,or any Supplemental . Dedaracion under the im,vislons of Artldo II, haef,

(c) "Co'lm, on nln" shall mean ud refer to those azeu of land shown oi V, anv, rconlecl sl>bdmson plat of nte Ploptertles aird intaul,;fto be dCYoted to the common use and enioymnt of the ownenof The Propcnla.

(41 "Oripal Lot".shin-and cr.'to any L ot or plat of landihow upon any original recorded and sabdlvislon map of Tito Propcrtla diet the same hu been sold by the DCYdc,pcr, or ita n:pmcatatl Ya oraallJa, by land CQDractor by dcdllut shall not lndwle Commb,i'l'ropm ;u hcre lororc deOncd or iny lot ,that the loper huson, In whidl the contract bogomes default by IM purchuer and that the Devdopcr ori u usi&zls back for resale.

J.,) (e) "Owner" shall - and re(cr to the equitable - wheilcr ,.... OF - or enddn boLling "I" 101 sitmldc : ,m m' NPffics whether such !! "lffilUp tic la fu aimple 11:1 , OS land co wende, nol>rilhstandlag any applicable theory of the monpge, dull not or refer to tlic monpge cxoep if the morlg&Ce has acq1 lircd dllep, ar- 111ant to f0ttidosun: or any proceeding In lie\, of forcedsurc,

(f) "Member" shall mean tnd refer LO all those Ownas 'to 11°F mcaibers of the Asociatlun u ptcmdeil In Artldc DI, Sec, tlon I, hercoL

00 "Famt Lot Line" mall mean and rrcer to lbat side of the lot that tuacba the county roadIn the cvnt that the lot is a comcr'lol, ii shall mean and rclcr to the shortat side of the lot that toucha the county road.

#### ARTICLE II

##### PROPE TY SUBJECT TO THIS DECLARATION: ADDITIOIG THERETO

Seaian I, Exlstuiil Property. Tur ral pn,erty which Is, and i' liall" lill i, ll' W' cmil, sold, and occulted, suljct LO this Pecbratlon. is located in the Township of 1006,

Osceola County, Micblgan and is ,.. putcularly dacn"bcd as fcollows;

##### ROSE LAKE FOREST

being a sabdlvislon pan of Secdon 5, T-,uhlp 19North, Range9 Wat, Rose Lalr.e Township, Osceola County Michi- pn

all Uf which real b,operty shall hcre.indter be tderm:d to u "Existing Property.i"

Section 2. Addlllional Landa may liecome 111bjct 10 this Dedat-

Dndopcr, iu 111CCC110r1 and assigns, shall haft the right to bring additional lands located in Osceola County, Micbl- ,m the scheme or this Dedatation. Such pn,pos<d addi- tions, ;f made, shall become 111bjct to assasman for l heir just sha of Allodalion capmsn, The Common Propertia witbin all Sllcb additions thair be &voted tu the common use and enjoyment of all owtu:rs or ropertin which arc subject to this Decwatlon. The DCYClupcr , Mhu to brins addlional lands Into the l'edatation shall not beheld to bind the Ja,dopcr, iu ,.. and usips, to make the additions or LO adhere to the scheme ba any Sllbseqilmt dn,clopmmt of the land dcsaibcd bcrda. la ao event, b-, shall 111cb supple- mffltaty Declaration teY0lte, -dify or add to the Covcnanu atablished by this Declaration within the cabling pn,pcny\*.

#### ARTICLE III

##### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

s-i<m I.Mcrnbcnhlp

J1C110A or cadty who liol4s any 111table intcm, laduhlg the Dcwl<,pcr, In any lot or lob iildwlcl whbin "The Prui,crdes" as hrcclri declined, whdher as land contract l'aldee t..., or fee holder being aubject tu lhae covcnanu, dull bea mcm- u, bcr or the Auociation prqyided,that any such or entity C) who bolds such interest mm:ly as a security ror the perfor- ,... mancc or anobligation shaU not bea member.

Section 2. Voting Righu.

Associanon shall haft one dus or •otlms membership., Volin& manllcn shall be aD thOR me who bold the intct au requiral-for Maobcnhip in Artldc W In Scaion I abooc. When more than one person bolds such inlefcII or intdesU in any lot in said Prupcnia, aU such persons shall be mcmbas and

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en

the vote for each such Lot shall be exercised as they among themselves determine. Each Member shall be entitled to one vote for each lot that he owns or in which he owns in fee, or in which he has an interest as a land contract purchaser.

#### ARTICLE IV

##### PROPERTY RIGHTS IN THE COMMON PROPERTIES AND PARKS

Members' Easement of Enjoyment

Subject to the provisions of Article IV in Section 5, every member shall have a right and easement or enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Original Lot.

1. Title to Common Properties.

**Developer** shall retain the title to the Common Properties but not the title to the land. As it has sold 91% of the lot in the Properties including all additions thereto and the balance of the original land balances of the sales price therefor has been reduced to 81% thereof, but not later than (5) years from the date of the recording of this document, when (Developer) shall convey to the Association said Common Properties with all improvements thereon.

Extent of Members' Easement. The right and easement or enjoyment created hereby shall be limited to the following:

- (a) the right of the Association to take such action as may be necessary, to protect the above described properties against forfeiture; and
- (b) 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 from any period not to exceed thirty (30) days, for any infraction of its published rules and regulations.

#### ARTICLE V

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Creation of the Lien and Personal Obligation of Association.

The Developer, being the owner of all the Properties, hereby covenants and warrants each subsequent owner by acceptance or 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 -- **One** -- dollar; (2) The annual assessment, together with such interest thereon and costs collected thereon -- **One** -- dollar and no part thereof.

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 be a charge on the land and shall be a continuing lien, upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due.

Section 2. Purpose of Assessments.

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 **Project**, and (a) for the improvement and maintenance of properties, service, and (b) for the development and related to the use and enjoyment of the Common Properties, situated upon the Properties, including, but not limited to, the payment of taxes and insurance thereon and for the purchase, equipment, materials, maintenance and supervision thereof.

Section 1. **Basis and Amount of Annual Assessments.**

Annual assessment shall be \$15.00 per each Original Lot sold by Developer, its representatives or assigns, by Land Contract or Deed and the assessment shall be distributed evenly against each Original Lot, proportionately that in cases where an Owner owns more than one lot, the assessment for the lot owned shall be \$15.00, but each additional lot shall bear an annual assessment of \$10.00. From all such assessments, the Association shall pay for the cost of the maintenance of parks,

equipment, and the cost of the maintenance of the Lake Forest area, management and operation thereof. In the event that any assessment or charge or special assessment, as provided below, be imposed against or be due from Developer for any lots owned by it, or otherwise.

Section 4. Special Assessments for Capital Improvements.

Assessments to the annual assessment authorized by Section 5 hereof, the Association may levy in any assessment year on each Original Lot sold by the Developer, its representatives or assigns, a special assessment, applicable to that year only, for

the putp- ofdefraying; In,whoh: or In patt, the, COit of any  
conslnctloil or recomtrualon, unexpecteil repair or rep!Ge-  
-t of a capital Improvement upon the Commoa  
OOU including the - racwrce and- R-u-  
aty. U--"try -- any - -mmt - -  
tbei aflmliatillC of IWCHhiNb (Z/S) of the ¥Otes of all voting  
Incmben who uc- voting In. pc:non br by at a meeting  
duly call! d for this purpose, written noii« of wblch shall bi  
at to allmemben ff jmit thiny (SO) da)! In adYaDec and shall-  
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shall ecmitute a quorum. If the requin:d quorum is not  
forihcoming at any mut'ng, another mcetIM -y be called,  
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S, iiml the lCOlll rcdl quorum ar any suda ill&Cldg  
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Ing, p!IWicld that no -11 illlll. lccquent shall be held  
mon:tbu illlky (60) days following the preceding meeting.

Date of Commencement of Annual Assumcnis.  
sbaD The Allmlal -mans orowld for hacin  
commence ou the fnl day of April, llt71. 'lbc"-t  
for.ad>lueacdlna yar shaU become due and payable on the  
• first day or ) of each year, No usl ments or pnmallans of  
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m,yIdg the -aaaamerta shall be comidacd u paid  
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be liKed in the Resolution authoriingweb us.-nt,-

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ililnlllll Jlllclcs or the Assodallun shall be -ed in lile 8-  
I orOizeccton, each of whom mult beamariba-AlrJac.  
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not more than eighteen Incl not less than. six. The Board. of  
Dlm:tol l.Othe"Assooiatun shall prepare a rootd'of the  
tics and assasmenia appliab: thereto at lcu1 thirty (llU) da)'S  
ia advuc,e of such - n dale.Sw:lt uscsmatt.  
shall be kept IDthe office of the Assaciatlon andsbaD be open  
to iaspcllon by any owner.

Written notice of lhc usns-1 shall tha;cupon be smt l<>  
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The Associaillon shall upon dmwid at any th= rwnlsb to any  
owner liatic for said asasment a certlllcatt in wrlllm: sip,!  
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• aunslnent has been paid. Such cerdlcatt shall be conclusive  
cvidcnce of payment .f any unsmsent therein stated to ba...e  
been paid.

Effect or Non-Payment or ....t.

na! Obligation of the Owner; lhc Uen: Remc:dlcs  
of Association. If the uscsmnts arc nQt paid on the cl&tc when  
due (bdng the datn specified In Sccdon t hereof), lhm thereon  
and cost of colleQion thercor u hereinafter provided, there-  
becoming a mtnlnwua lien oa the property which shall  
biad web property In the llands of the then owner, his hdn,  
dcwisces, pconal representaliva and uaigns. The pmonal obli-  
gation of the then owner to pay such uscsmnt, "• shall  
remain his pa:sonal obligation for the statutory period and shall  
to bis - in tldc unless ci-cp,cssly assumed by

If the aucssment is not paid within lhlrty (50) da)! afier the  
cldlDeiucncy date, a p-ll y feenol10-it-d 12.00 shall be  
added thereto and from that date interat at lbe rate of six  
pacent (6'll.) i- wn -y be added to the clldinquent bal-  
ancc and penalty and the Aswciation may bnng an acdon at  
law against the owner pconally obligated to P"l the sain: or  
to foreclose the lien against the property, nae ihall be addecl  
to illlCh ussmment, delinquent tee and lntcrat and the cost of  
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that wlpncnt shall Incfide interest up the total amount u  
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colld toscctbct with the'cuai of lhc acti""-

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**Sec 11.** Subordinadon of the Lien to lhwg&c.  
en of the wssmenu provided Car herein shall be:  
oubontnate to the lien of any morigage or mongascs now or  
hereafter placed upon lbe properli. N5ject to s lewne1;p,:o-  
vided abetsur:h11hsndinfrionshaltflve-v-v-jlm  
...u which ba,c become due and pa prior l0 a sale  
cw ttal Ufcr of ouch p,operty pursuant to a decree oT forcedooure,  
cw any other procccd'ng in r,eu of forcedosurc. Such sale or  
innofer shall not rdltw such y from liability for any"  
usasmcnu thacaftcr becoming di&c, nor from the lim of aay  
ouch JUbscqualta11cssm0111.

Exemp1 Property.  
**owing** propmy subjec:l 10 this Dedamtion shall be  
cxanptcd from the . -- nu, c:llargc and llffl c:rcatcd herein:  
(a) all p,op;rdcs to the exlcilil of any . -- n1 other interat  
thacln dcdicated and acc:plcd by the loc:al pm,lic alllbtorily  
and devoted to le use;(ll) all Common Propertic:o u cter-d  
.In Article l, Seccdon l hereof; (c) all pl'Ojfflletl exmptcd from  
l&xation by the laws of the Slale of Mim!gan UP!" the terms  
and to the exlflit of such legal e,cmption; (d) all ic:o  
owned by the Devclojcr, in succason and ungn, and belcl bf  
them or any of them for sale or resale, induding any lou whiel  
may have been rcacqulted by the .D""'lopccr.

No lwithoundl111 any pro,mionl herein, no land or improve-  
ments devoted to dwelling uc shall be exempt from sahl \_  
mmts, charges or liens.

#### ARTICLE VI

##### MOBILE HOMES, CAMPERS 11t TRAILERS, FENCES AND MISCELLANEOUS

All Mobile Homco, when placed on an Original Lot,  
coruldrcc:d permanent and shall meet the following re-  
qulrcmenu:

- (a) AD shall ha,c tongues removed or covered in a deconl-  
tive ma...  
dt All shall be imm..U,tdy placed on a foundation or  
(e) All that arc lcsso than 12 x 60 feet in lize muu dark  
browil or fOIUI grca, ID color.  
(d) 'J1,ac lliall be ao addition 10 mobile boma except  
or cqu!pmcnt -nufactured by the mamifaclurcr  
of l mobile home In question.  
(c) Mobile home localiuon on the 101 inmt comply with Artl-  
de Vfl, Section S,In addition to which it ml111 be placed length

wise on the lot in a position of no• uver 45 clcgrc from per•  
pcndlcular lo lbe road al the front 101 line, unlcscs otherwise  
app.....d In writing by the Auo... lion.

All Campcu, Trailers, Carqpcr•Trailm, Tents ond  
p g k iwpment, may be used u temporary dwldli'!& On  
lou,oo rong as:

Local and Slate sa,ucary and health laws arc observed.  
All Utility connections arc tanporary.  
C manufacture of all such equiplllflft wu intended for

No converted trodes, bmcs or w,bicles ;lb., than  
osc wu intended for camping ihall be  
aU,n,cd on the properties.

4. AD Fences shall be erected at least 75 feel bacJ, from  
c ronn l time and 20 feet fn,m the aide lot line In the event  
oh Cdmcr lot.

(a) AU fences shall be made or wood or of material lo Ind  
harmony 10 the topogtapy of the surrounding landscape ouch  
u shrulis or hedges.

(b) ,No fence 11 lo be ovcr 56 lncn in height.

**Section 5.** No platcd 101 shaU be further subdivided,

#### ARTICLE VII

##### BUILDING AND USE LIMITATIONS

All luu not otherwise: spccially-dcsignatcd upon a•  
icciiiiicli""plat or rcwrddcd Declanodon by Dfllefopcr be  
used for residential puiposa only, and ll0 buslllCSS, commercial  
or manufacturing enterprise shall be conducted on said prcm-  
lsa. No building ihall bc uctcd, ;illcrcd, placed or penmltcd  
to remain on any lut other tbaQ ble single family dwldlnfl aot  
acccding t- aif ollNUIlf stories )n height, and one prmtc  
gar.- or , -1 shed, or combinaliuon pragc and looathd USC for  
family aulu1110hiles and boau, in keeping with the dwldlng 10  
crrctcd.

Section 2, Nu 1. shack gar.,ge, b.,morr,lhcroul building  
iliill'ai"iiny time be med as a iaidcncc. lcmpomily or **pcrma**-  
amdy, not shall any strocturc or building in the pn,cas of  
consln!Clion, be med as a residence.

Nu animals, 6-trnck orpoultry *Of* any kind shall be raised, bled or kpt on any lot, Cllapl that dop, cats ...- olber bomeo bolcl pets may be llq,t pl'U'Vidal lha1 arc no1 llq,i.bml or iulntalnc,l'ror.any cummcidal pwpcius.

No lot shall be -S w nwntalMCI u a d 1 pound fur rubbbli. Tnsli, prbage or *olbet* --du, i i dot be li'cpt CllCCpl in a uniwy coatalnir, AD incma2IOJl ...-other cq for lhr, ltonge lli' clisDosal of 111ch mataial aball be lcip1 in adean l'J'0 'lalllwy mnt'h1un.

No "for Sale" lip or advcnblng dCYicc of any kind aha11 be aecud on any.lo1 OD a new read=c: unoac..!')ied whcl la olrmd by- lhc ckmopcl' or bwlclcr. Eri• bant:c upon p;y lo10cmcm1 of auch violallun aha11 1141 be rcgudcdasuapan.

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wood,ubcsIOI oldng logs,lirick,+• or .

E-, d.....ulng howe &allhavenollaa than 720"11W1tfeetof adooed ... cxdlvlc of po,d,a,brckkwaya, poolueas,guaga,anllotbcr-r...-

Bullclng, MobUe Home or Camping Locallon. No 6wldina\_a,obDc home, camper wut or teal lha11 belocated OA any pn,pal)' - than 76 feet 10 die! froat line C1C aar 11,an 20 feet OD any aide 11ne1lmc. No bl1llldill,mallie home, wilt or taU aball belocted - thal 10 per -• to the width of the propuly *On* which atch bml,a:l, l... bile.bome, camper UN of rCD1 Is 10 be placed 10 except lbal a direct minimum side yard aball be lIQ'1111tcd for a ptagi: or other tied aaatOY b wfuda lso- caied lOwin the lhcFORflll,Fen theP11PGSa of 1h11 Covenant.eava, s and o porcha 11,all not be comidaed u a part of the b • pn,vittd, however, llat lbis shall not be =-eel to permit any portion of the building to cm:roada apoa adjo1dldg property.

11S!!!AJ. Each t midalcc abaU maintain only wide - tG&ta :tth septic tanks and dnln rsdth or dry ...U im111&ilom 111CCllng die 11 of the Michgan State Boan! ofHaith.

Az,y owm:r of real pn,pc:rtly in plats or Rose Lake *For* at lliall hnie lhc rfal,l to proscclue any procccdng at law or *in*.... aplnst any pcnon or pmons violating or auempting to wldlau: any co,enant onwned bemn, ehher ... J1fCYCDi him c>r lhcm,. from dob,: so of 10 recover damaga or other diaa for such- viola•Invalidation of any' unc of 1bcsc cownanu by judg- J1lflft' or COWi or= shall *in*no way affect any *other*pnwbluns, which shall remain *in*llforce and effect.

The foregolng\_Bulldl\_ng and Use Llimitallons lha11 1101 apply to the Common l'ropCrlta.

11ssllm\_L Dun&lon. The CO\oenants and rcsrlrict>ns of 1hla Dec, liniloirlwl run with and bind the land and lha11 inun, tu the bcnefu of and be enfmcceable by The Auoclallon, or lhc owner of any land lllhja ID thk Deduallon, lhcir rapcctYer.pl repraeotatl'ya, tidn, - and aligns, for a l- of twen- lY yan ftoai lhcdale this Decluallon is recorded, after which lhzie ,aid covenanu lha11 be auomatically exicn<kd for aw,. caalw paiocls of ten (10) yeas unlcu an in lrumenl signed by lbc 'baa - of two-d&cds of the l-, aillect to dill Dec- lation, including all loll if any 11111 ..-cd lytheDeveloper or lts - uaB'S, hu been -fed, •!l'fing to change &aid COVflant llld resulcd oDs in whole or in part. Pn.. Wdc.r. bo- , that no lueh qrcement ex change aball be effec- the dilleu made and ICCOnlaf -Je id in advance of the date of such cllange, and wrillen noliu of the enposed agreement is lffit tocvay owner a1 leut ninc&y (90) • In.advance of any aellon iaken;

Nollca. Any nollce n:qulted 10 be sent 10 aqy mcm- licriiiowaer under llic pmvi,lons of this Dedaiallon lha11 be deemed to have been p,opaly sent wb n mailed, poslpa1d, 10 the last known addrcu of the pcnon who appear u mci, bcr ur on the recomb of the Aaodallon at the time of ,uch mailing.

1cm\_ JI. Enfoiuaien l. Enfwument uf tbc,c covcnan111 and iainc11111is slaall be by ""Y prucceding at law or an c,iulty aplnst any penDD ur pcnom wot.ling or aucmp: 1011 tu oiula&e any -t cauction; eltba 10 rauain violai, on or re- tlamaaaa. and -.Ins1 the land IDcnfon:ie N1Y liep l:rcald by daae-ts;and fallut-cby lhc Auociaun., 111, -l, owncr 10 eafanx: any cownuat or resuictlun badcon - aball in no cwnt bedeeded a waiver OF the right dosolhereafter.

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Section 4. Severability. 'Invalidation of any one of their.  
c9veaats or reatritJ:ou by judq...nt or court order shall  
in no vue affect any othei:.. pRViaion which shall remain in  
full, force and effect.

ARTICLE VIII  
HDL'ffl HES'FRICTION'S

11) All lots 11- ) subjPCt to the following rftstriction,  
No person shall b\*gin construction of or lllllke major repairs to  
any a\*ptic tank, &Pptic toilPt or sub-surface diaposal eyst\*m  
until owru-r or his r\*preaentative has made application to the  
Cpntral Michigan District Hpalh DepartllWint, R,,pd City, Michigan.

( ) Each well drillpd on thia plat (lots 1-9) must pass through  
a protectiv\* clay lay\*r bpforP. an aquifpr is used or if no clay  
layer is pvidpnt, thp w\*ll sh'all b' constructed to a minimw:i  
6epth of 80 fPP.t and will b\* constructed in accordance with  
ground wat\*r quality rul\*s and regulations,

ARTICLE IX  
LIGH'1' RBSTIUC1'IOR8

&ostreet light or mprcury light shall be installed or erected  
within the plat of •ROSE LAICB 1'ORBST 1<11'0LL NO, 1"  
Flood lighta, if installed, shall be installed in such a manner  
that the light does not illwd.nate areas other than that owned by  
the lot owner malcir.g such installation.

Ldlp. 356 fALc5U

HER 356 7At.c542

Signed in the presence of:

Rodene A. Girdley  
Rodene A. Girdley

Rodene A. Girdley  
Rodene A. Girdley

PINE RIVER TIMBER COMPANY

by Allan D. Wood  
Allan D. Wood - President  
Allan D. Wood  
Allan D. Wood - Attorney in Fact

state of Michigan) ss  
County of Oakland)

The foregoing instrument was acknowledged before me on this 30th day of July, 1978 by Allan D. Wood, President of Pine River Timber Company, a Michigan Corporation, and Allan D. Wood, Attorney in Fact, on behalf of said corporation and those persons with a proprietary interest in the plat of "Roall 1:41:a 1" oraat Knoll: No., 1, according to the recorded plat thereof

My Commission Expires ..... '25

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Rena A. r ff'.  
Rota Public  
Oakland County, Michigan

Da uf.<

Michael Elmer R.S.  
KIC

Central Michigan District Health Department  
Reed City, Michigan

Prepared by and return to:

Allan D. Wood  
2517 B. Main  
Royal Oak, Michigan

"ReedWed...26th...  
REGISTER'S OFFICE ) SS DI' ot . 11al.:9.29  
OSCEOLA CO. MICH.

At :! :00 P.11.

q,t'".&t.-. Rqlatv



KSOW ALL MBN BY !HESB Pl\BSINTS that we the undera19 ed the  
Jina River Timber Company, a Michigan Corporation and ail  
p,raona and owners by Allan D, Wood, Attormey in Pact,  
124 N, Mitchell, Cadillac, Michigan, being the proaont  
wnera of the following described property in the Towna ip  
of Rose Laite, Osceola County, MlChigan, to wit:

.All the land in the plat of ' 'ROSB LAXB PORJlgt IC110LL NO, 2a ,  
a co.rcling to the pl.at tho.roof,

#### WITNESSETH:

WUEREAS, Deffloper ls the wul contract pllfldaiu of real  
property desalbed In Ardde 11 of this Declmition and dcltres  
to crate thereon a n:slmdal community with pcnnallCRI  
parka, playgrowub, open and other common facilities  
for theellcnlit of said community: and

WHEREAS, O-:-loper desln:t to prooofc for the pmcm,tion or  
the nlues and amenities In aid Olmmunty and for the malnic,  
nancoc of said pub. ygroundt. open spacca and otba com-  
mon faciUdes: and, to this cad, ditlm to subject then:al prop-  
erty described In Article 11 together withiudi additl4mu may  
hereafter be made laercto (u prowled In Article 11) to die  
CO'ICIW1b, n:ttrection, -b,clu,ga an4 Hem,hmlnafter  
set forth, ach and allof whichii and ue for the benelit of aid  
propcrlf andcub - thacofl and

WHtUAS, DoYcloper hu deemed It desirable, for the cfflclcnr  
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aate an &gG1q' 10 which mould be andaal the  
..... of malatalnlnl and ilac ' tyP!"P"  
:;:..; and fadllda and adillnbtalo1 ind enfordl>g die MO  
enanband mulctloas andcolleedlls lll d clbhunfng tbc-  
aicnrt and cbuga bmlnatrer crated;and

WHEREAS, Dcfffloper llhall cause tobe ed under the  
laws of theSrate f'Mldalpn, u a non-.ront co,pondon,

NOWTHEUFORE, the Dew! cleclares lha the real prop-  
erty dacril,cd In Article 11, lll d web ad4itloa thereto u  
hciafter be made, to Article hereof, ii and ,hall be  
bdd. aamfaml -bact to Artide hereof, ii and ,hall be  
u, restriction,, cucmcnu, dwga and l1 - sometlmm  
referred to u Mamnanb ud mulcdont") tcr scr  
forth.

#### ARTICLE I

#### DEFINITIONS

S<cdon following words when utcd in thit Dcduarion or  
any supp l&l Declantion (unlm thecontnt dla11 prchiblr)  
shall haitc the following meanings,

IBfl! 356!AC:543

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Sec 41.1. Rights ha.e one dus of voling membership.  
 [REDACTED] shall be all those members who hold the inter-  
 estsll required for Membchnp in Ar'lele III in Section I above.  
 When more than one h ulch such interest or illl crau In  
 any lu & Insaid Pruper I In, all such pcns shall be members and

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assessments levied by the Association shall be used exclusively for the purpose or purposes of the recreation, health, safety and welfare of the residents in the community and in particular for the improvement, repair and maintenance of property, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Interest Properties situated upon the Property; including, but not limited to, the payment of taxes and Insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section S. Built and Amount of Annual Assessments.

**Annual** assessment shall be \$15.00 per each Original Lot sold by Developer, in representation of GSSigns, by Land Contract or Deed and the assessment shall be distributed evenly, gains & each Original Lot, in cases where an Owner owns more than one (1), the assessment for the first (1) lot shall be \$15.00, but each additional lot shall be an annual assessment of \$10.00. From all such assessments, the auditor shall pay for the cost of the maintenance of public equipment, general upkeep or the Ruse Lac County area, management and operation thereof. In no event shall any assessment be provided below an amount of \$10.00. The assessment shall be paid by the Owner or be due from Developer for any lots owned by it, or otherwise.

**Section 4.** Assessments for Capital Improvements.  
 Assessments authorized by Section  
 S hereof, the Association may levy an assessment year on  
 each Original Lot sold by the Association, to represent a  
 and/or a special assessment applicable to that lot only, for

Section 4. Assessments for Capital Improvements.  
 Assessments authorized by Section 5 hereof, the Association may levy in any assessment year on each Original Lot sold by the Association, on behalf of the Association, a special assessment, applicable to that lot only, for

[illegible]

Sullonlinauon or the Liff 1v Morigaga.

en or the aucumenls provided for herein shall be lubordinlle to the Um or any morlplc or lllongagel nuw or hacaflef placed upon the pruportkt tubjeckto autumfill pro-  
old d bOWOFF dlatNch subordination. Suble only to the  
uscumnts which have becomt clue and pa e P.nor to a sale  
or Innsret or &llch propC1'l pUrlllllt 10i decree or foreclosure,  
or my other prociccdlng ui liar uf furedosurc. Such sale or  
innsrer shall not rdlove Nch property from liability fur any  
asaessmcnls lhereaf lcr becoming due, nor from the lien or any  
Subl subsequent usessment,

#### Section Bxcmp, Property.

The Llowing propeny subject to lhb Dcdaraliun shall be  
eKCmpled from the lllSCS1ments, charge and lien created herein:  
(a) allpropenla to the Cl-clent or lllll casement or olh...-Intcrett  
therein dedicated and led b the local public aalhority  
and d....tcd to public use; (b)an Common u dcf"mcil  
in Article I, Section I hC1Cof; (c) all prolfflica excmpled from  
lilxation by the laws or the Stale of Michlpn upon the lrrillit  
and to the otent o( IUCH lcpl ucmlplon; (d) all propenla  
owned by the Dnelo , itssu-n andaalgns, and hdd by  
lhem or any or them for ,ale or raalc, including any lots whidl  
may h.,.,been reacquired by lh• Dnelopcr,

9/

No lwithstanding any pnmslom herein, no land or Improve-  
ments d...led to d-Ding use shall be -pI from said. ....,  
menu, chvgcs or lien,.

### ARTICLE VI

#### MOBILE HOMES, CAMPERS & TRAILERS, FENCES AND MISCELLANEOUS

t,) l:~Nii:~ 1 All Mobile Hom.es, wmn placed on an Oriinal Lot,  
CJl considered permanent and 11, aU meet lhc following re-  
C, quiremmts:

if (a) All shall haw tongues recno.,ed « COfllcd in adccm:a•  
live manner.

U' (b) AU shall be immediately placed un a rundallon or  
slclrial.

-i (c) All that arc lea lhan 12 x 60 feet in aizc mllll be cbjk  
brunw « forest src•n in color.

(d) There sllall be no addition 10 JDUblle honxt. excq, l  
porch; patio or equipment manlfactured by the manlfactlucr  
or the mobile home ID question.

Cc) Mobile home location un the tu1 IDUST comply with Aro-  
de Vfl, Section S, jn addillon to which it must be placed length

wise on the lot in • position or not ,.... Udegrees from pct-  
pendlcubr to the roid al the ironl 101 rmc, unless' otherwise  
apJ>MYed in wrilling by the Auoclallon.

mp.as. Trallc,s, Can.pcr.l'zallcn,....CDIS,tnd-

'II, g •n• may be used as temponry d"lll'ng on

E Locil and State sanitary and health laws arc obliffid.  
All Utlilty.connections arc 1cm .  
T manufacture or all JUch equipmenl was lntended for  
camping.

Section S. No conYCrtd truelcs, buses ,... \Cbicles ulther lhan

iloiocwliosC manu(actuic was intended Jor camping shall be  
allowed on the properties.

:&"AA•i:n f.....shall be erected at lcas 175 Ccct back from  
rant tmm. &l>d 20 feet from the side lot line in th.c CTent  
of a corner Joi.

(a) AU fence shall be made uf wood or of material to lend  
hannony to the topography of lhc ,urrounding landsape lllCh  
ushrubsor

(b) Nq.fcnccl, to be oYCr !16 inches in bdght.

No planed lot shall be fllrth...- subdMclcd.

### ARTICLE VII

#### BUILDING AND USE \_LIMITATIONS

All lots not otherwise: spcciracally designaed upon a

m:oiilcirplat ur l'CX>rded J>ccbra llon by DCYdoper alwL be  
wed for rsidenllal purposn only, and 90 buslnas, commercial  
or manufacturing enterprise shall be conducted on said prem-  
ises. Nu building shall be erected, ..tiered, or pc.,mittcd  
to remain on ""Y lot ulhcr thm onc"sl,wc famllyd,-clllngnotr  
exceeding two and one-hair sturics'in lldgb l, and cvi• pmale  
garage ur luul shed, or cumbinaliun garage; and boalhuusc for  
family automobiles and boats, in keeping with lhc dwdling SU  
erected.

Section 2. Nu bas•menl, shack gar.age, barn or ulher <O-Ulbuilding  
ililflfi"iiny time be used as " raldmcc, lCmJlonrily ur pcnna•  
nmidy, nor shall ""Y slructurc or building in lhc process or  
cons lrucc:tiun, be used••" re:sielmcce.

No animals, live and or put in any kind of ball lie raised, bial or kq, l cm any lot, caapl chal duss, cau or c>her huusc- bold petS may kq, t pruvldcd lhal> lhiy me nol kept, bml or mainrm: any. 1: 1> pwposa

No lot shall be used or maiatlined., ad lllllllping pound for rubbish. **Trash**, on dacr -.cc slllQ not be lloft exczpt in a . **D**. All incineration or other equlpmnt for ll>c. **D**. **Drill** -wla1 & shall be upcnadean md anitary; condit

No (or Sale) agn or advcnising devke or any kind shall be <reclfd GG "IT lot Cll: q> t on a . raider= previously ....-pied which is offacy by the devdopa or lllilda. &i: In lllCC apon-any lot ror rcmmil or such -iolallon shall not be rcp, didas trespass.

The outslcle rmisbing of .if baillduig, lllllllll be complmd within **WIC** (1) year after consuuction 1w llllred, and no asphalt shingles, imiatiion brick, builclng pal>Cr, lmulallon board or sbuilmg or similar non-lcrior maialals shlll be used for the • exwior finish • of iny wch buUdng; extclor finish llhall be wool, asbestos shlnglci. sldinS, Jogs, tirck, Hone or c:oacrc. •

Every dwldng house shall ha•• nol leu than 7201qure feet of c:ncfmd livngspace cxdulivc ofporchcs, brcacway1. cuporu, patloo, pool, **areu:** g&rag6 and other accasory\_ lllco.

Section S. Buildlms. Mobile Homo or Cunping' Location. No **aiobile** home, camper unh or ICfl lball be lcleated on ., apy property neara- lhan 75 feet to the front properly line or nearer llian 20 feet on any clde street line. No buildng, mobile home, camper unit or tent shall bc locuied ncum than 10 per- ant to tm: width of the propaly on which luch bulldg, mo- bile' hanic, camper unit or IClll is to be placed 10 any sideline, l:xc,q,t that l lllrcr fool minlllwa side yard sblll be permitted for a or olbr permncd accasoy buildng which is lo- 'caled towud lk rear of the property. For the purposes of this .CO-.t,cwa, - and pcn: lrcs shall Dal be canddrcd N a part of the bailldisg pnmdcd, howcwr, that this shall DOI lie comtrud 10 permit any ponioa of the bulldmc to a>aoac:h . ue-adjoming property.

Each permancDt raicklllCIC thaJI mainllin ooly lmlde amwy iwwu with tcpllc u,i., and draln ridde or dry well iastallalmls mecring llic requircmc lllll of the Michigan SlaIC BOlnl of Health.

Any owner or real prupcny in plau of ROSe Lake Foreai •lt.ii haw, the right tu pruscute any pructtdinp :u law or in eq against any paton or persons wulatng uraucmplog lD l'iolalE., any COTICWH contained herein, ehbcr h> prevent him or lh- from doiaq or to rcwcr dunxp en other dues for llrch fillallons. lA' lllldation of any un\* of chesc co.cnanu by. {odg- mau or coon order & shall in no way af any other p<oris,ons, wllch shall -.aln in Ml Curcc and cffect.

l'bc fozzoinl B g and Use Umitaliom lhall not apply to the Common l'ropenia.

Dundon, lhc cownanu and rcsrlclions or this Doc- llllllllllialJ run wllb and bind the land and shall inure to the benefit of and be cnforca lo by The Allodawn, or lhc owner of any lnd .i,ject 10 lhb Declaratlon, their rap, clicc lrgal repzac lll lton, lidrs, wccason and usisns, for a tcnn of twen- ty years from the date thb Declaradun b rccol ded, after which lime said covenanu shall be automatically extndrd for •uc- caalvc periods or ICll (10) .years unless an lns lrvncn l signed by the lha, owners of two-lh&ds or lhc l011, wbjc t to lllis Dec- lazatlon, including all lcu If any llllll owned ty the Developer or il succcutors or udl llls, has been recorded, agreeing 10 change said CO' Cnanu and rc lrlcllon l In whole or in pa:l. Pro- . lldcd, however, lhal no lll agreement to ch n, geshal be cffcc, thoe unlcas awlc and rccordea three (S) years in advance or the l'fectl"" date or luch change, and wllcn wrluen nutice or lhc proposed a,rcmcpt l l lcn l lo CY<Y owner ll !cue nincy (90) days in advance l f any action lken.

2. No l l-. AZly notice required tu be sent to any mem- owner unda llic provlllions or thb Declatlon sh.U be cSec.md to ha... been pn,pcrly IClll when mailed, poltpaid, lo the Wl known address of the pcr lOn WHO appears N memticr or . . . . . on the records or the Allotcatlon at th• time of l'uch mailing.

**Seeti9g s**, Enfurccmcn l. Enfurccmcn l of these ancn&nls and mulctlons shall be by any. pructtding l l law or an equity against u,y pcn on or n. . Yul,ting ur OdCllllllflng tu ,ubtc my COWCtalll ratmtion, citbtr 10 ralnin ,nolation or re- cover d,smagq, and agals l lhc land io cafon:c any lien created by these covenants; and failure by lly: l'wodati"" oraoy - to mfoit uy covenant o rcsrlclun bcrcln contained shall in no acnt be deemed a walloff of the right to do so lhcrcafter.

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"  
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CJ1  
C)  
  
CJ1  
;a.  
00

Section 4, severability, Invalida.tion of any one of thooo  
ccwonanta or roatrlctlono bj judgement or cQur't oZ'!for khall.  
In no wiao affect ant other-prov!Jllon 'Which ohall remain tn  
1 force end affect,

**ARTICLE VIII**  
**HEALTH RESTRICTIONS**

(11 All lot • C10-16) alllljPct 'to th,,, folloVilllJ rtlatrlctlon:  
RoPftraon ahall in conatruotion of or ■aka ■ajorrapalra to  
any ptlc tank, aPptlc toilPt or allb-aurfce diapoaal ayste■  
until ovrnpr or hi• rPrre■ntativ baa ■adA application to th•  
Cpntral Michigan District KPalth Departwnt, ..,ftd City, Michigan.

121 sach vall drillpd on this plat (lots 10-161 auat pas■ throQCJh  
a protectivP clay lay•r l:ftfort an aqulfr l• u•td or if no clay  
layer i• Pvid,,,nt, thP wall ■Mill hp constructed to a ■lnllll■  
depth of 80 fpftt and will hp constr\lCtod in accordance with  
q ound watpr qual ty rulPa and rpqulatlon, a,

**ARTICLE IX**  
**LIGHT RESTRICTIONS**

Ro street light or mercury light ■hall be **installed** or erected  
within the plat of "ROSE LAJ(J .l'OREST KNOLL BO, 2"  
Flood lights, if installed, shall **be installed in** such a zunner  
that the light does not illwalnate **area**• other than that owned by  
the lot owner making such installation.

IIIIR 356 IA .549

WR 356 rAG:55Q

Signed in the presence of:

Rochelle A. Girdley  
Rochelle A. Girdley  
Rochelle A. Girdley  
Rochelle A. Girdley

PINE RIVER TIMBER COMPANY  
by Allan D. Wood  
Signed  
Allan D. Wood - Attorney in Fact

State of Michigan }  
County of Oakland } 88

The for or instrument was acknowledged before me on this 30<sup>th</sup> day of July, 1978 by Allan D. Wood, President of Pine River Timber Company, a Michigan Corporation, and Allan D. Wood, Attorney in Fact, on behalf of said corporation and those persons with a proprietary interest in the plat of "Rose Lalce Porost Knoll Bo. 2" according to the recorded plat thereof.

My Commission Expires July 14, 1981

Rochelle A. Girdley  
Rochelle A. Girdley  
Notary Public  
Oakland County, Michigan

7/11/78  
Date

Michael Ulrich R.S.  
Michael Ulrich  
Central Michigan District Health Department  
Reed, Mich., Michigan

Prepared by, and return to:

Allan D. Wood  
2517 E. Main  
Royal Oak, Michigan

REGISTRAR'S OFFICE )  
OSCEOLA CO. MICH. SS #f...11E... 19..29  
AI  
P.H.





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Bureau of Construction Codes

## Statewide Results for Subdivision Plats

**C'Su** **1** **111f** **)** **1a** **U** **TfCSOO&** **2** **[** **0** **h** **1** **ffit!..t:t** **ig5** **)**

Click on column headings to sort the column

Subdivi s i on Name	Card Number	County	Section	Township	Range	Private Cl
<u>N. ROSE LAKE FOREST HILLS</u>	<u>56776</u>	OSCEOLA	5	19N	09W	
<u>ROSE LAKE BEACH</u>	<u>21201</u>	OSCEOLA	3	19N	09W	
<u>kl ROSE LAKE BEACH AM.P. OF LOTS 8 TO 18 INCLUSIVE.</u>	<u>568003</u>	OSCEOLA	3	19N	09W	
<u>M ROSE LAKE FOREST BEACH</u>	<u>56827</u>	OSCEOLA	4	19N	09W	
<u>fa ROSE LAKE FOREST BEACH</u>	<u>5G827</u>	OSCEOLA	9	19N	09W	
<u>i:dl ROSE LAKE FOREST HILLS</u>	<u>56828</u>	OSCEOLA	5	19N	09W	
<u>fu?Il ROSE LAKE FOI EST KNOLLS NO.</u>	<u>56829</u>	OSCEOLA	5	19N	09W	
<u>.fu.:ll ROSE Af&lt;E FO RE ST KNOLLS NO. 2</u>	<u>56830</u>	OSCEOLA	5	19N	09W	
<u>G.:11l,l QSE UKE FOREST SHORES</u>	<u>55090</u>	OSCEOLA	9	19N	09W	
<u>1 i@SE ll KL- FOR SI S. PES</u>	<u>56831</u>	OSCEOLA	5	19N	09W	
<u>in, l ROSE LAKE FOREST VALLEY</u>	<u>56832</u>	OSCEOLA	5	19N	09W	
<u>.1clll ROSE LAKE FOREST. PLAT OF</u>	<u>54101</u>	OSCEOLA	5	19N	09W	
<u>ROSE LAKE FOREST PLAT OF</u>	<u>54101</u>	OSCEOLA	5	19N	09W	
<u>[!@] ROSE LAKE FOREST. REPLAT SEE E.</u>	<u>54099</u>	OSCEOLA	5	19N	09W	
<u>1 ROSE LAKE FOREST REPLAT SEE N.</u>	<u>52999</u>	OSCEOLA	5	19N	09W	
<u>Jn"1lRO SE LAKE FORESL REPLAT SEE W.</u>	<u>54102</u>	OSCEOLA	5	19N	09W	
<u>JJjj ROSE LAKE FOREST. REPLAT SEE NORTHWEST</u>	<u>54100</u>	OSCEOLA	5	19N	09W	
<u>!!! ROSE LAKE HEIGHT</u>	<u>40184</u>	OSCEOLA	9	19N	09W	
<u>.6?Jl ROSE LAKE HTS. REPLAT VACATED PT. OF OAKHILLS DR. SEE ROSE LAKE IN THE WOODS NO. 1</u>	<u>53903</u>	OSCEOLA	9	19N	09N	
<u>fu ROSE LAKE IN THE WOODS NO. 2</u>	<u>56495</u>	OSCEOLA	9	19N	09W	

1 | *i*

( Next Page )

1 - 20 of 24

{ New Search }

gpw ALL.HJ: NBY '1' HBSB PltBSBffl, that "we the undersigned the  
Pine River Timber Company, a Michigan Corporation and all  
parsons and owners by Allan D. Wood, Attorney in Fact,  
J.24' H. Mitchell, Cadillac; Michigan, being the present  
owners of the following described property in the Township  
of Rose Lake, Osceola County, Michigan, to wit:  
Jill the land in the plat of "ROSE LAKE FOREST SLOPES"  
according to the plat thereof.

#### WITNESSETH:

WHEREAS, Dndoff is the land contract purchaser of real  
property described in Article II of this Declaration and in  
to said thereon a residential community with permanent  
parks, playgrounds, open space, 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 main-  
tenance of said public, open and other com-  
mon facilities in and on this land, subject to the real prop-  
erty described in Article U together with such additions as may  
hereafter be made hereinto (as provided in Article U) to the  
CO\OC&nlJ, restriction, easement, charge 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  
operation of the community and amenity, to  
create an agency to which should be conferred the powers of  
management and administering the community prop-  
erties and facilities and administering the enforcement of the  
covenants and restrictions and collecting and disbursing the fees,  
charges and expenses hereinafter created; and

WHEREAS, Developer - to be incorporated under the laws of the State of Michigan, as a non-profit corporation,

NOW THEREFORE, the Developer declares that the real prop-  
erty described in Article II, and such additions hereinto 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 I. The following words when used in this Declaration or  
any supplemental Declaration (unless the context shall plainly  
show otherwise) shall have the following meanings:

(a) "Associada" wD mcm and rerer 10 lhc Rote LaJcc  
Fores!""!fC:rtY Ownen Assodalion..

(!>) "The hopc:rtics" shall mean and refer 10 all tud,  
cxilung P""F.lia, and addiliuns lhm, 10, u arc subject 10 lhis  
Declarallon• or any Sup nial Dtcbnlion under the  
piovisions or Anlc!e II, bercor•.

( - mm n Propatia" shall mean•and rerer 10 those  
uas of wlll lhownd of any' recorded subdivision plat of The  
•Propc:nies and Intended 10 be devoted i9 the common we and  
eajoymnt of the ownas, or The Propmln.

(ii) "Odglnal Lot" shall mean a'nd refer to any lot or plal of  
land shown Up011 any original recorded and subdivison map of  
The l'lopertlel, af!er the same has been wld by lhc Developer,  
or lls reprucaiativcsor assigns, by land coniaict or b) deedlout  
•hall not include Commun Properties u hcre l oforc denned or  
any lot that lhc Dndopcr hu sold. In which the conctct  
becoma ddawt by the plirchucr and that lhc Developer or lls  
uilps takes foraal.

(e). ""Owner" shall mean and refer to Jhc e11wtalbe owner  
wheihcr one or -re pcnozis or enlities holding any nallot  
situated lJPOD The Propc:nies whlher such owncnllp, llc In fee  
simple tlt(f: or m land ,contracl YC11dce, notwithstanding any  
appliable or the monpge, shall nol man or rd"u to  
die mon ce except if B B , (WCC tide pur-  
!.. o urady gin lieu or o :

(0 "Hembcr:" shal l mean and refer 10 all those Ownas who  
tic membcr of the Aaoiation is provided in Anlcic m, Sec-  
don l, hmo.

(ll) "Front l).al Unc" shall mean and refer 10 lhl1 side of  
the lot tlu, l tuuch•• the counly ruld: in the event tbal the lot ls  
a comcr lo l, It shall mean and refer to the shorclsl side of the  
lot that tuuchcs lhc county road, •

## ARTICLE II

### PROPERTY SUBJKT TO THIS DECLARATION: ADDITIONS THERETO

Section I. Existing l'roperty. The real property whcll ls, and  
lililr lieliel, tronumed, sold, conveyed, and"uccupcd, subject  
to this De l'ion, is located in lhc Township of Rose •

Osceola County, Michigan and is more particulaity dcsalbed as  
follows: ROSELAKEFOREST . . .

being a subdivision pan of Section 5, Toweshlp 19 N&n  
, , Range 9 Wnt, Rose Lake Townshlp, Osceola Count , jch1•  
gfft , ' .

all or which real •r1Y >hall hereinafter be referred to U  
"Existing l'l-operty."

Section 2. Additional t.nds may become subject to this Dedar-  
aion.

The Dcvdopcr, iu succason and assigns, • shall have the  
right to bring addhlonal lands located in Osceola Cowtly, Michi-  
gan, into the sclmac of this Declaralion. Such proposed addi-  
tions, if made, shall become subject to wcsmrnt for their just  
share of Association expensa. The Common Properl'ica within  
all such additions shall be clated to the common we and  
enjoyment of all owncn, of ero ia which arc subject to this  
Declaradon. The Developer is to bring additcnal lands  
into the Dcdaralion shalf-not be cld to bind the O-loper, iu  
NCCCSSORs and assip.s. &o make the proposed additions or 10  
adhere to the scheme in aoy subsequent devclollmcnl of the  
land described herein. In no cvcnl, hOWC11C1', shall such supple-  
mentary Dcdclanlion revoke, modify or add to the Covenants  
.,published by this Declaralion within the cltisting property.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS IN nTE ASSOCIATION

Section 1. Mem:cnhip

pcnon or cnlity who holds any equitable lnlcr011,  
Including the Developer, in any 101 or lob Included within "The  
Properties" as herein dcrmed, whclher u land coalnct vndcc  
m (cc holder being subject to these covenants, shall be a mcm-  
bu or the <uocailon jitavidcd lhat any lllch or cnlity  
who holds such interest merely is a security for the perfor-  
llWICC of an obligation shall DOI be 1 mm, bcr.

Section 2. Voting Righrs.

The Assoclaun mall liavc one class of voting membership. '  
Voting mcmbcrs shall be all those members who hold the inter-  
csu required for Membership in Article III in Section I above.  
When more than one pen<1" hokb such interest or ln lere lll In  
-, lot in said l'ropc:rt.a, all such pcnons shall bo members and

§  
C....;  
C1'  
—  
ii

## ii

## Section A: Is "the obligation" UCL and P's "nonal Obligation or

§Lctio.A...L <"te.11lon ur 1h" Uc11 and P<"nonal Obligation or Allc11mm1.1.

The D<'Velul"'I, being the owner nr all The Peupcrli<'I, hctt-  
by COYCnanu 11nd each subsequent owner by acceptance or 11

The D<"Velul"<"I, being the owner nr all The Peupcrli<"I, hctt-  
by COY<Cnanu 11nd each subsequent owner by acceptance or 11

Section 2, Purpose or Amendments,  
 UKSS-mrelli, d by Che Atsutiitun shall be lited ex-  
 dly for th- purpose of promoting the n:rcalci:n, health,  
 Al'ety and welfat of the u:dcn11 In Th, Proper1ln and  
 In particular for the improvement and malnancance of pn,pncis,  
 snvices, and faciliti d"lited to this and related to the  
 u:nd mjoymml of the Common N1pfpli<1 sit led upon th<1  
 Propties, including, but not liml:d r:pl, th polymyl of tues  
 and insurfnce therc1ln and repair, r:pl,mmnt and lldidns  
 herc:ul and for the coll of lab1lr, c1luipm-cn1; matcrios m>nage-  
 ment and supcnslon thm,ul.

Section S. Buis and Amount of Annml Auesancots.

assessments shall be \$15.0D per mdl. Original Lot sold by Devcol "T", his repr:sentatives or outings, by und Control or Dord and the assessment shall be, i:istributed evenly \*sinsi each Original Lot, pm:ded ihll in cases where an O\*n\*er owns more thn n 1111, the iueumc111 for the flm lut unwdr sb.U be SI 5,00, but each oddi:l:lnal lot shall bear im

lion shall p;oy for the <sup>CU11</sup> r the mountaine up parks,  
cquipmcnt, gmerial upkeep ur the RCHC L.;ke .F4tSI attA,man-  
gement and operation 1hrcro(. In nu evnt shall ny uscsm,cnt  
or dlrrge ... cial attHmml js pruvia4c low belevied  
"S"nll "n" be due from DtV< luprr for any lots owned by'll;or  
othwrsce.

**Section 4. Special Assessment for Opioid Impairment.**  
 --,;ra;l...n 10 the annual :1KSSments allthc,riud by Section  
 S hereof, the Auuci,ullIn may levy in an' :usament year on  
 each Original Loe used by the Oevelopn, 111 repr<l'<DilllYca or  
 assigns, • special US<'lImenl, •pplicable: lo hat year only,/or

- Any declaration made by such assessment shall be  
the basis 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 following:  
a. The name of the member making the declaration.  
b. The date of the declaration.

1-

The quorum required for any action authorized by sections 4 and 5 hereof shall lie as follows:-

At the limit meeting ailed, y provided in Sections 4 and 5 bacof, the pncncC at the mfilas of Member or of proxies, entitled to cui liall a quoma (60%) of the mfilas, bet- ship thaQ, -lituc a quoma. U the rcqrRd qU0111m a not fonhcoming at ,aay meeting, another meellne: -y be called, subject:1 to the nodec requirement u sci fhor In Sections 4 and 5, and the requiled quorum at any such subsequent meeting shall be one-half of the n:quircd qU0111uBific pcccdina meet- lns, pwided that no Aac:b sohsequcnt mcc shall 1': held

more SIXTY (60) days foDowing the pttled meellns.

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lbc Atsoallallon shall upon demand at any time furnish to the  
owner liable for said assessment a certificate in writing signed  
by an officer of the Association, setting forth whether said  
has been paid. Such certificate shall be valid  
in payment of any assessment due to the Association  
if paid.

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**Section 10.** Subordination or Lien of the Mung, ga.

The lien of the -nu pruvlckd of herein shall be: aubcmllnate 10 the lien or any monpgc or ""rtpgcs nuw ur hrcarl,r placed upon the prupcrdes autjcc1 tu -ment; pro-vtd.d. ho 11il1 such s11burdinalun shall apply only 10the uaeumcnu which have bccco- due and payable erior tu a ule o, ransrer or such propflY punuan 10 a dccrec or rorcclurc, or any other proceeding in lieu or rorcclurc. Such sale ur Traasler shall not relieve such propcny from liability fur any uscssmcllb thereafter bc:comlng due, nor from the Um or illy such suluequent UICliffi:cnt.

**Section 11.** EJu:mpt Property.

**Robowing** properly subject 10 this Decu:Jamtlon shall be c,mnptcd from the a11e11mcnu, charge and li-n created bcr,in: (a) all propc,rtin to the eatent or any easement or 01her linc,cst tbercln dcdicalcd and accepted by the local pahlie authority and devoted to publc use; (b) aD CollmOn Propcnics as dcrcmcd in Article I, Section I hereof; (c) all prc,pcrtics .,anp,d £tom taution by lhc laws or the State or Michigan Upoll the terms and to the extent or aueh !,pl exemption; (d) di propatca own•d by the Oevcloer, its successors and uJl gns, and held by hem or any or lhem For ule or raale, including any lou which may have been reacquired by the Developer.

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Notwlthstandmg any provisions hacin, no land or Improve-ments devoted to dwldng use sbaU be exempt from uid aucu-mcnu, cha,porli•ns.

**ARTICLE VI**

**MOBILE HOMES, CAMPERS & TRAILERS, FENCES AND MISCELLANEOUS**

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r - All Mobile Homes, when placed on an Ori8,inal Lot, - nsidercd permanent and diall meet the rolfwing rc-ulrcmcnu:

i: dvc manner. (a) All shall have tongues removed or covered in a decura•

f:l (bl All shall be lmediautly placed on a foundatlun or ..; skiriecl.

- (c) All that lre less than 12 " 60 feet in size must be: dark brown or forest green in color.

(d) There sl>all be no addition to mobile homes cxccep•

ch, p•bo or equip-I manufactured by th• manufacturer Of lhc mobile home In quacation.

(e) Mobile home localun un the lot muat comply with Arli• clc fl, Sectiu11 S, in addition to which it must be placed length

wise on the lot in a pusllion ur nut uvr 45 degrecs from per-pendicular 10 the road at the front 101 lin•, unlas odicrwise approved in writing by the Auoc:iatlun.

**tluf** 2kaAU Campers, Trailers, C.mper•Trailcn, 1"enls and p l upment, may be used as temporary dwelling ... lou,so long as:

LOCil and State llnhary and health laws lre obsccnd. All Uility COMCCdoN arc temporary.

The manuracturc of all such equipment - iicucndcd ror campng.

Section S. No convcrled trucks, buses or vehclcs otlia than ibo,e whose m,nuface:ture wu lntended for camping shall be allowed on the propcrtics.

• AU Fencesshall be erected at !cut 75 fccct back frvm ilieTriiitilo1 linc and 20 feet frvm the side 101 line ii, the aOC,nt or a corccr lot.

(a) AU fences shall be n111dc or wood or of matrial to lend harmony to lhc topography of lhc surrounding landscape such u shntba or h•dges.

(b) N fence is to be over 6 inches in hcght.

No platted lot shall be ru subdivided.

**ARTICLE VII**

**BUILDING AND USE LIMITATIONS**

**Sect:al.** All lots ROI otherwise spcdrically daipated upon a rcc:io plat or recorded Dccbration by Dcvelopct shall be used fur residential purpotel only, and NO business, comnteicial or manufac111rin11 enterprise shall be conducted on we! prem-ises. No buUdng shall tic erected, altered, placed or permitted 10 remain on any jut uthcr than unc single f•mly dwcllin!J no ell<ceding lWU •nd one-half l turici In eigh1, and -unc pnvate garage or luol shed, or combinalun sa,agc and bollhouse for family automobiles and boau, iJl keeping w11b the dwelling so erected.

Section 2. Nu b., cmcnt, shack g.,r.,gc, barn 11r 1>1her uo1builclin1 i!iillaliiiiny lime be used as • residence. lcmJ>Urarly ur pam&• nmty, nur shaU any a!ructure or building in lhc prouu of c:ons1ruc1/un, be used u a resldmcc.

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bred or-kept cm any lot. except tlat d.,gs, cau cw olhcr "-  
hold 11 may be kept provided th.it they"" nutkept, bred or  
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pool.uas, and other -.

Building, MobUe Uo= or Camping Location. No  
liwJdiaa; p,obUe home, camper unit or tent llhall be located on  
any ppperty - than 76 feet to the &ont r linear  
.nmir l&an 20 feet on any side wect lile. Nob111141D1, lliObilc  
home, unit or tent sbalJ be 19atal ncu' &bait 10,a  
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Boudof Health,.

Any of n:al propcny ln plau of Rose i.;ke Foreij •  
have the right to prosecute any proceedings it law or In "luitit  
aplnt any person or pcnons violaling or auempling 10 viii)ace •  
any CO(Cnanl concaled herein, either le> prevent him u, them  
from doing so or to rcccwcr damages or olhet,ducs fcr: such  
"violath.ns. lliYIUIdati.D11 or any one of these covcna,ui b>l  
mcnl. Lr coun orda-shaD ln no way affect any other proutolli,  
whidl shall remain In full fcd dfca.

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of -y land Q...a to dais DeclaratioD, their rapective lcp1  
.q,tactadw\$. Jldn.lUCICClion and assigns, for a term of twen  
ty ycm frmn the date this Dedmitlon is recorded, after which  
time said -u shall be 11111omatically extended tor suc-  
CICll'wc periods of ten (IOJ ycan unlesun Instrument .lped by  
the lhm owners of two-lhlrds of the lots, subject to diis Dec-  
lara&loa, iftduding all Jou lf any lltU owned ly theer  
or 111 - - - - cw asasm, 1w been reconfd, apceing to  
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J?ft>Poscd agreinent is sent to every owner at lcut ninety (90)  
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Notices. Any notice - lclent to any mem-  
- lUlder dlt# provlsion of this Decbrillon shall be  
deaned to ha/C bcca properly iml mailed, postpaid, to  
the lut Ju,qwn addras of the person who appcan u flic/lber «  
on the recods of the Association at the time of such

Ins-'

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iaixiloia shall be by any pn,ccding at law or an equity against  
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any ClOlllflrl or raulctlm, ctlicr to nstrumt - er re-  
- daaaga, aadaaau? If the land to cnr-any lien created,  
by thae covenanu: -nd talwe by the Asociatios, or any owner  
to enforce any covenant or rc,lrlcdon herein emitalned shall in  
DQPfil be deemed a waiver Or the right to do so thcrcaflcr. •

Section 4. Severability. Invalidation of any one of the M  
ovenanta or restriction by judge or court order shall  
in no way affect any other provision which shall remain in  
full force and effect.

ARTICLE IX  
HEALTH RESTRICTIONS

(1) All lots (1-6) subject to the following restriction:  
No person shall begin construction of or make major repairs to  
any septic tank, septic toilet or subsurface disposal system  
until owner or his representative has made application to the  
Central Michigan District Health Department, City of Michigan.

(2) Backfill drill pit on this plat (lots 1-6) must pass through  
a profile of clay layer before an aquifer is used or if no clay  
layer is present, the well shall be constructed to a minimum  
depth of 80 feet and will be constructed in accordance with  
ground water quality rules and regulations.

ARTICLE IX  
LIGHT RESTRICTIONS

No street light or mercury light shall be installed or erected  
within the plat of "ROSB LAKE FOREST SLOPES"  
Flood lights, if installed, shall be installed in such a manner  
that the light does not illuminate area other than that owned by  
the lot owner making such installation.

7.

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SSgnd'.in, the presence of:

Roseanne A. Girdley  
Roseanne A. Girdley  
Roseanne A. Girdley  
Roseanne A. Girdley  
Roseanne A. Girdley  
Roseanne A. Girdley

Allan D. Wood  
Allan D. Wood - President  
Allan D. Wood  
Allan D. Wood - Attorney in Fact

State of Michigan) 88  
County of Oakland)

The for oing instrument was acknowledged before me on this 10th day of June, 1978 by Allu D, Wood, President of Pin River Timber Collpany, ail.cbigan Corporation, and Allan D. Wood, Attorney in Pact, on behalf of said corporation and those persons with a proprietary interest in the plat of "Rose Lake Forest Slopes," according to the recorded i.lt thereof,

My Commissiop Expires 11/1/80

Roseanne A. Girdley  
Roseanne A. Girdley  
Notary Public  
-Oakland County, Michigan

7/11/78  
Date

Michael Ulrich RS  
Michael Ulrich  
Central Michigan District Health Department  
Reed City, Michigan

Praparod by and return to:

Allan D. Wood  
2517 N. Main  
Royal Oak, MI 48067

Recolvtd..Ji.th--

REGISTER'S OFFICE } SS 1 1 1  
OSCEOLA CO, MICH. Al Z:lc P:K,

(1.-t"Ja -11/1111Ut

JW'OK ALL MBW BY TlmSB IRBSBN'IS, that wo the undersigned, the  
Pine River Timber Company, a Michigan Coi:poratfon and a l  
persons and owners by Allan D. Kood, Attormey in Pact,  
.124% W. Mitchell, Cadillac; Michigan, being the presel}t  
owners of the following doscribed property in the Town:ihip  
Of Rose Laka, Osceola County, Michigan, to w:Lt:  
•All the land in the plat of "ROS21: LAICB FORBS'l' VALLBY•  
according to the plat thereof,

...

#### WITNESSETH:

WHEREAS, Devd!>Per ls che land contract purchaser Of real  
propeny described In Article II of this Dcclaiallon and dc lre l  
to ecate theicon a residential community wllh nt  
park.I, **play** opca . and otha- common fadlltla  
rm the!>encillt of said comniullty; and

WHEREAS, DevdoJIC! desires to jll'rovidc for che pmcnatlon of  
the Valuc l and anienilic. Inaid eonun l lnlty and for the malnte-  
nance of said park l, playpounds, open spaca lll lld other com-  
mon Cadlltles; and, to chliend, disira to lllbjeet the real prop-  
my described in Arlide II toptcher with sudl additions u may  
haca(trc be made thereto (u pro\_.,ld<d in Artldc II) to the  
- **1.1** , rurtiction, cucmcn l l, chargCl and llcns, baeinafter  
set forth, each and aD of wblch ls and arc for the lmdit of aid  
property and ndl owner thereof; and

WHEREAS, Developer hu deemed it dcslnble, for the efficient  
psacnation of the nlua and amcnltla in lllld community, to  
crate an agency to wblch should bedelegated and usigne4 the  
•powers Of maintaining and alminbcting the commaalty prop-  
crda lllld facilities and admialuaing ind cnfOtdng lle ...  
cnants and ratfiedcim and c:allecting and clisbunng inc. ....,  
mmll and **dwJa** hcmnafter crated;and

WHEREAS, Developer lhall - to be **ted** under the  
kw• **OE** State Mich**pn,as** • non,profit corporation,

NOW THEREFORE, the l>cmoper **declua** th•J th" ical prop,  
c:ity described in Artlcfc U, and such additions **thauca** lll lly  
beaafter ls made, on wll lo Artldc U hctfor, ls and shall be  
bld, uulform, **sold**, conveyed and occupied **..5** to the  
cownantl, mtrialom, caMlllcnts, charges and Ucm lOmctimCl  
rtfardc lo u "eovetW\tl and restricdons'l h nal'tcr ""  
forlh.

#### ARTICLE I

##### DEFINITIONS

The foUowing wordt when wed ln this Declaration or  
•**mental**Dcdaiatlon( l l nle l l'hecon l CX l lhall prohU>il)  
lhall have the following meaning.:

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(a) MA1sodallon" lhaU mc&Q and refer to the Rooc Lake Forffl Prupcny Ownas Alsociallun.

(b) "The Propcrua" dull mean and refer to all lUD> caiaizi1 propcnin, and addlt. thereto, u ate subject to dm Declanilo,i or any Supplemental Dcdandon under the pn,wblons or Article II,hereof,

(c) "Coi'mnon fl'opclles" mall mean pd refer to thOIC a:e- of lall( lhowa on Y "rccloded llllldmalon plat or The Propatics and lniadcd to be devoyed to the common we md njoymcn1 of lbeownas ornc fropatia.

(cl) "Orip;i Lot" lball mean and 1Cta to any 101 or plat or land shown any orip Ncorderd and ubdMslon "!!" or The l'ropcnla aher the wne hu been told by the Devdcij,a-, or ilt repreocntaliYCI orude:and contilICI or hy deod/ut no1 Indwle Common ha, sold in whicb lhc lball lot that lbe a-a.ca default by the purchaoer and thu the Dewc lopcr or la. ....luabad<rorraa1 c.

t.l (c) -O.-" Aball mean aiid refer to the equitable owau wllciKcr one or more pcnona or enlllcl holdhic any orlpw lot lliUa1d upon lbe fcoml, whether, nCto pshp lre in rec lh<oiy Or the -lwc. lhall Rot - those m"llaft Ucpt if the 1110tpgff hu tlllc par -1 IO (Ofidooure or any -i llet1, oll ondo■uzL

(r) "Member" lhall mCan and refer to all mcmllcn or die Allocation u pro.Ida! in Arlldc III, Sec- llon 1,hmor.

W hfion1 Lot Unc" lbaU mean and refer 10 that ■ide or dae lDI thu 11HK1 l'eslbe county road:ln 1b--. that the lol.■ a .... lot, It lball mean and Nfer to the flfIOit lldc or die lolThat loudla lbcCollfity roa4.

## ARTICLE II

### PRCPERTV SUBJECT TO TitS DECLARATION: ADDITIONS THERETO

s-ion 1. Ealalln1 Prupcny, The real property whicb is, IIDd dliill liliw, ln 111 Tarcd, wld,comq,cd,alic occupied,...tjccct lllt Dcdanition, is located in the Township or Rooc Like,

O.CCola County, Michigan and is more panlculady dc lcribed '!' full--

IIOS& LAKE FOREST

bcins a subdivision put of Sectwn 5, Township 19 N0lth, Range 9 West, Rose Lau Township, Osceola Col 11 lty', Midu- . pn

all or which real oroperty shall hcN1inaflcr be referted to as "Exlallng Propcny."

Additional Landi -y become subject to thla Dcdu- auoo•

The Dcnloper, lll -on and awgns, mall ha. the rl&ht to bring additional lands located in Osceola County, Michi- pn, into the rheme or this Declaration. Such prupmed addl- luns, Ir made, shall become subjecl tu uscment for their just dw-c of Auociation expaua. TheCommon Propcnles within all tuch additions shalf be dnoled lu the common UIC and enjoyment OFaD- or e which sic llllject IO thla Deduation. The Dndoller s rikh11 to bring additional land Into the Deduation lllalJ ADI beilcl lo bind the DcYcloper, lu --. and udps, IO malte thl proposed additions or to ad:l:lrc to lbc tchmc ln any lUb""T"cnl devclormcnt of the lnclday Deduclion. One, who have sold lbe sub tunc e ■taMilbed by this Deduation within the ealstng pn,pcrty,

## ARTICLE III

### MEMBEASHIP AND VOTING RIGHTS IN THE IATION

Section 1, M.,ml,mhlp

person or entity who holds any e'lulable intctett, Including lbe Dc.,dopcr, ln any lot or lou Induckd within "The Pn,pcrtia" u hrccln dcraned., whether u land contilICI vndcc or fee holdu bcin& subject to thcoc covcnanu, shall be a mcm- bcr Of the Asaociation provided that any ruch az entity who holds tuch interest merely u a .icurity for the perfor- a,mcc of ao oblipton shall not be a member.

Section 2. Votin1 Rlgh11.

tion lhall have one du1 of votlngmemhcnship. Votlo1 manbcn shall be all l those mcmben who hold the inter- emIS ffi!uacd for t.fcmhcnship in Anlcle III ln Sect.ion 1 above. When more than unc n hudl tuch interest or interc1111 ln any lot in said Propa1 l'es, all well pcnom lhall be mcmben and

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Section 2. Purpose of Association. The purpose of the Association shall be to promote the health, safety and welfare of the residents of the Project and to provide for the improvement and maintenance of the property, services, and facilities of the Project for the purpose and to the extent of the enjoyment of the common property situated upon the Project, including, but not limited to, the payment of taxes and insurance thereon and real estate taxes and assessments thereon, and for the cost of water, equipment, maintenance and improvement of the property.

Each Original Lot shall be \$15.00 per sq. ft. of Original Lot. The Developer, its representatives and assigns, by Land Contract or Deed and License, shall be distributed evenly among each Original Lot, provided that in cases where an Owner owns more than one lot, the Developer, for the first lot owned, shall be \$15.00, but each additional lot shall bear an annual increase of \$10.00. From all such assessments, the Developer shall pay for the COSI and the maintenance of parks, equipment, and all other expenses of the Lake Forest area, management and operation thereof. In no event shall any assessment or charge or special assessment be provided below be levied against or be due from Developer (or any lots owned by it, or otherwise.

Section 4. Special Aucsamtns Cur Capital Impnvcments,  
 ----rn"iaiiiuun to the annual uscnmenll auhnrrized by Section  
 S hereof, the Al1m1d1nn may levy in an' assessment year on  
 each Original Lot by the Devclupa- 111 representatives or  
 usigns, a special uscnsmnt, applicabl 10 that year only, for

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If the usessmnt is ot ' within thirty (SO) day, after the  
 clldincusnCY date, a 1y fee not 10 cxeud 12.00 lbll be  
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 percent (%) l'm a.nm= may be added lo lbe delinquul balance  
 and penalty and the Association m&y bring an act,ion al  
 law agaln11 the owner pcnonally obligated to pay lb nm or  
 10 forulove the lien agnail the property. There mall be addcd  
 to each auamant, delinquenl lce 11nd Interest and the cost of  
 preparin' and filing Complaint in such action and In the event  
 the Jldgmcti sbail include Inter:sl on the total amount as  
 ahaCY pnmided and le attorney's fees to be filled by lbc  
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### Section 1. Subordination of the Lien to Mortgage.

The lien or the lien provided herein shall be subordinated to the lien of any mortgage or mortgage now or hereafter placed upon the premises subject to the assessment; provided, however, that such subordination shall apply only to the extent of the proceeds of the sale of the property 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 release the property from liability for any taxes or other charges becoming due, nor from the lien of any such subordinate assessment.

### Section 2. Exempt Property.

Property properly subject to this Declaration shall be exempted from the assessment, charge and lien created herein: (a) all properties to the extent of any easement or other interest heretofore dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article I, Section I hereof; (c) all properties exempted from taxation by the laws or the State of Michigan upon the terms and to the extent of such legal exemption; (d) all properties owned by the Developer, its successors and assigns, and held by them solely of them for sale or resale, including any lot which may have been relinquished by the Developer.

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

## ARTICLE VI

### MOBILE HOMES, CAMPERS & TRAILERS, FENCES AND MISCELLANEOUS

1. All Mobile Homes, when placed on an Original Lot, shall be considered permanent and shall meet the following requirements:

(a) All shall have tongues removed or covered in a decent and civil manner.

(b) All shall be immediately placed on a foundation or

(c) All that are less than 12 x 60 feet in size must be dark brown or forest green in color.

(d) There shall be no addition to mobile homes except for a patio or equipment manufactured by the manufacturer of the mobile home in question.

(e) Mobile home location on the lot must comply with Article I, Section I, in addition to which it must be placed length

wise on the lot in a position of not over 45 degrees from perpendicular to the road or the front lot line, unless otherwise approved in writing by the Association.

2. All Campers, Trailers, Camper Trailers and Camping Equipment, may be used as temporary dwelling on lots so long as:

(a) Local and State Sanitary and health laws are observed.

(b) All Utility connections are temporary.

(c) The manufacture of all such equipment was intended for camping.

Section 3. No converted trucks, buses or vehicles other than those whose manufacture was intended for camping shall be allowed on the properties.

Section 4. All fences shall be set back at least 75 feet from the front lot line and 20 feet from the side lot line, except on the corner lot.

(a) All fences shall be made of wood or material to blend with the topography of the surrounding landscape such as shrubs or hedges.

(b) No fence shall be over 6 inches in height.

Section 5. No platted lot shall be less than 10,000 square feet.

## ARTICLE VII

### BUILDING AND USE, LIMITATIONS

Section 1. All lots not otherwise specifically designated upon a plat or recorded declaration by the proper authority shall be used for residential purposes only, and no business, commercial or manufacturing enterprise shall be conducted on said premises. No building shall be erected, altered, placed or removed to remain on any lot other than one single family dwelling not exceeding two and one-half stories in height and one private garage or tool shed, or combination of such and one private family automobile and boat, in keeping with the dwelling as erected.

Section 2. No basement, shaft, garage, or other structure, building or addition shall be used in a residence. Commonly or privately owned, nor shall any structure or building in the process of construction be used in a residence.

Nu anbnab, livn1<1Ck or p111d1ry ur any kind shall be r.uscd, bred ur kept on any lul. cxcclpl that dup. cau ur olhcr home- hold pcu may be kept pnmcd In:u they arc nut llcpt, bred ur malnlllncd or any# crciol p111pmcs.

No lot lhaJl be used or maiowicd a. a th&mpmg ground rur n&blsh. Trash, or other WUIC shall nut be lupt nccpl In l1 -itary conlaincr. All Incincr:aiurs or othercqWJ!mcnt for thntongn,r a of such material-thall bc-licpt ma clean- and s,nltuy cun4"uion. • :-/-.": •

No "For Sale" dga or advenbil lg dnlec of any kind shall be auud on Uy ,lot i. on a new raldcim:c (lftt'ouily wblch ls offered by lhc dcvclopy, or biilldr. En- tpon<< llpOD lJll',lot for removal of such violalcm shall not be rcganld a,iuapas..

...uide fmlshing c,f all buildings must be completed within one l1) year afcr con.IJUDlon 1w 111rtcd, anti no UJ!liall abingla, lialtatipn l'rick, llulldng paper, insulation bmid or sheathing or dmlar nun-xtcrior i,atcia1s shall bc used fOf lhc exterior rmhb of ...., such building; cxlorior Rnlsh shall be WO!jd, asbestos shingles, dding, lop,tiJick, IOM or CDDCrele. Evry clwelling home shall hait ur less than 720 squan, feet of encloscd l.VIPS space c,cdusive qf porches, brcczeways, carporu,

• p&tl!)S, pool areas, and olht UICI•

- Building, Mobile Home or \_Camping Location. No l>illdlna, nobile home, camper Ullit or tent mall be located on any prupcny - thu 75 feet to lhc fl'OHJ pn,pty line or nearer diaa 20 feet on any side suct Unc. No buillng, mobile home, c:ampc.; unic or tent shall be located IIC&JF thu 10 per- cent to the width of the property on which such building, mo- bile ho=, camper unit or tent is to be placed to any dch:line, c,ccpt that a three Cuot minimu111 ddc yard shall be pcrmiud for a garage or other permitted accmory building which is lo- cated towatd tbe of.the property. For the pwposa or this C:O-1, cawa, and shall not COAddrcd u a part of lhc bGij4ins pnmcdil. howcva-, that ibis shall not be construed 10,pamlt any ponion or the building to cnaoach

, upon oining properly.

▪ Each pcnpanent raib:ncc shall malnrain unly in lide iailiuyToilets with scptle tanks and clraln llclda or dry well installations meeting die rcquimnfflts of "the Michigan Scale Board Of Hcaltb.

Any owner or mil propcny in plats uf Rose Lake' Foics\ diall haw the right lo pN1ecule any pmcc,dinp at law vr in uhy apin1t any' puson or persons viulaling ur auempling tu violate. eovcnant contained herein, either to prevent him or th,m from doing ID or tu recover clama orolhcr dua for l11ch mmtions. Invalidation or any one of tha.: co.,cnanis 6y jqdgc- men, or 'court order shall in lhaU rec), any other provisonl, which shall remain in l di force an

The foregoing Building and Use Limitations lhaU nc,1 apply 10 the Common l'Npctici.

n 1. Duration. The covcnanu and ruuiclion1"Or thil Dec- nm with and billd the land and shall inwe 10 the benefit or and be enforceable by The Association, or the owner or aay land subject to this Declaration, their rapcc:five legal ICpt'ClCnl&lives, lieus, mcccSSois and assigns, fura term orIWCD- ty yems from the date thil Declaradun il recorded, afcr which llfzie -.Id m11CDants shall be automatlcaUy c,ccndcd for suc- culve periods of ten (10) yms unlcu an instrument signed by the tbaa owncn or two-think of the Jou, subject to cJiis Dec- laration, illduding all Jou if any still owned by the De -dopcr or ira successors or •IGU, has been rccmcd, agreeing to cJanSC ad C.Owadau and ratriccions In whole or in pan. Pro- wled, however, that no such agtCanent IO change shallfbc cfee- llvc unlas made and recordcef three (S) ycan in advoncc or the c(fctive d111e of such change, and unless wrincn nodcc of the proposed agreement is scnr IO every owner at least nincl) (90) ilay,, in advncc of any acti= raken.

- 2 - Notices. Any notice required 10be sent to any mcm-

- W>der lhc provision Of this Declaration shall be deemed to haw bcm properly sent when mailed; postpaid, tu the last known address uf the pcnon who appcan as member c,r owner on lhc rcclurdl of the Aslucillation Di lhc dme uf such mailing.

Enfurccmenr. Enforumenl of these covenants and ratililims shall be by 1111ly prucccding 11 law or an -equity against any pcnon ur n• violatng ur •llcmptinll t' iolalr any covenant or ratnction. either to restrain violation or re- • damages, and against the land 10 enforce any lien acatcd by cha.: eovcnanu; and fuhirc by the Association or any own(r lo enforce any covenant or rcsi.ncdc,n hetin conralnd sh,d,l in no enen! be deemed a waiver of the right to do so lhacafcr.

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lecUon .. SeYeruUltj. Innlidaton of anr fJAe of tbea -/  
cnananta or.raatrtictlona by j...nt or coart order alla11  
!11 no w1N affect any other pro•iolon which aball roaall1 h  
full force and effect. . "

**Aaft VIII**  
**IIBALTK USTIIC'fIOIS**

(1) All lots (1-61 subjct to thft following restriction:  
Nop,-rson shall begin construction of or make major repairs to  
any ••Ptic tank, ••Ptic toilet or sub-surface disposal system  
until own•r or his r•pr• ntative **baa aad.** application to the  
C•ntral Hichigan District alth Department, IIP.4 City, Michigan.

(2) Bach well drill•d on this pla llots1-6) must pass through  
aprot•ctiv•clay1•Y•rb•fore anaquif•r **is used** or if no clay  
layer is •vid•nt, th•wpll shall bp constructed to a minimWII  
d•pth of 80 fpet and will b• constructed in accordance with  
ground wat•r quality rulPS and rP.9Ulations,

**ARTICLB JX**

LJGH'1' RESTJ1J<:1.'IOHS

No street light or mercury light shal be installed or erectpd  
within the plat of "ROSB LAICB 1'ORBST VALLEY"  
Floodlights, if installed, shall **be** installed in such a manner  
that the light does not illllllli"nate areas other than that owned by  
tho lot owner making such installation.

LtIEP. 3!i7 45<sub>1</sub>

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igned in the presence of:

Rolfene A. Girdley  
Rolfene A. Girdley  
Rolfene A. Girdley  
Rolfene A. Girdley

FINE RIVER TIMBER COMPANY  
by Allan D. Wood  
Allan D. Wood - President  
Allan D. Wood  
Allan D. Wood - Attorney in Fact

State of Michigan)  
County of Oakland) ss

The for '1 (Joing instrullent was acknowledged before 111e on this 10th day of JUNE, 1978 by Allan D. Wood, President of Pine River Timber Company, A Michigan Corporation, and Allan D. Wood, Attorney in Fact, on behalf of said corporation and thos9 persons with a propri tary interest. in the plat of "Rose Lake 11'orestrvalley, according to the recorded plat thereof.

Ky Commission Expirea 4:2...4/f8

Rolfene A. Girdley  
Rolfene A. Girdley  
Rotary Public  
Oakland County, M-J.chigan

7/11/78  
Date

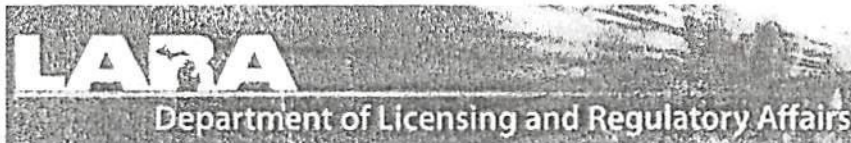
Michael Elmer RS.  
ileban?c.  
Central Michigan District Heal h Department  
Reed City, Kichig

Prepared by and: return t

Allan D. Wood"  
2517 H. Main  
Royal Oak, Michigan

Received 11th  
REGISTER'S OFFICE ) SS Day of April 19 79  
OSCEOLA CO. MICH. ) At 2:45 P.M.  
Elin C. Edstrom Registrar

ca.


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Bureau of Construction Codes

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<a href="#">N. ROSE LAKE FOREST HILLS</a>	<a href="#">56776</a>	OSCEOLA	5	19N	09W	
<a href="#">ROSE LAKE BEACH</a>	<a href="#">21201</a>	OSCEOLA	3	19N	09W	
<a href="#">ROSE LAKE BEACH, AM.P. OF LOTS 8 TO 18 INCLUSIVE.</a>	<a href="#">68003</a>	OSCEOLA	3	19N	09W	
<a href="#">ROSE LAKE FOREST BEACH</a>	<a href="#">56827</a>	OSCEOLA	4	19N	09W	
<a href="#">ROSE LAKE FOREST BEACH</a>	<a href="#">56827</a>	OSCEOLA	9	19N	09W	
<a href="#">ROSE LAKE FOREST HILLS</a>	<a href="#">56828</a>	OSCEOLA	5	19N	09W	
<a href="#">ROSE LAKE FOREST KNOLLS NO. 1</a>	<a href="#">56829</a>	OSCEOLA	5	19N	09W	
<a href="#">ROSE LAKE FOREST KNOLLS NO. 2</a>	<a href="#">56830</a>	OSCEOLA	5	19N	09W	
<a href="#">ROSE LAKE FOREST SHORES</a>	<a href="#">55090</a>	OSCEOLA	9	19N	09W	
<a href="#">ROSE LAKE FOREST SLOPES 3</a>	<a href="#">56831</a>	OSCEOLA	5	19N	09W	
<a href="#">ROSE LAKE FOREST VALLEY</a>	<a href="#">56832</a>	OSCEOLA	5	19N	09W	
<a href="#">ROSE LAKE FOREST, PLAT OF</a>	<a href="#">54101</a>	OSCEOLA	5	19N	09W	
<a href="#">ROSE LAKE FOREST, PLAT OF</a>	<a href="#">54101</a>	OSCEOLA	5	19N	09W	
<a href="#">ROSE LAKE FOREST, REPLAT SEE E.</a>	<a href="#">54099</a>	OSCEOLA	5	19N	09W	
<a href="#">ROSE LAKE FOREST, REPLAT SEE N.</a>	<a href="#">52999</a>	OSCEOLA	5	19N	09W	
<a href="#">ROSE LAKE FOREST, REPLAT SEE W.</a>	<a href="#">54102</a>	OSCEOLA	5	19N	09W	
<a href="#">ROSE LAKE FOREST, REPLAT SEE NORTHWEST</a>	<a href="#">54100</a>	OSCEOLA	5	19N	09W	
<a href="#">ROSE LAKE HEIGHT</a>	<a href="#">40184</a>	OSCEOLA	9	19N	09W	
<a href="#">ROSE LAKE HTS. REPLAT VACATED PT. OF OAKHILLS DR. SEE ROSE LAKE IN THE WOODS NO. 1</a>	<a href="#">53903</a>	OSCEOLA	9	19N	09N	
<a href="#">ROSE LAKE IN THE WOODS NO. 2</a>	<a href="#">56495</a>	OSCEOLA	9	19N	09W	

1 | 2

[Next Page](#)

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·.<NOW ALL MBN BY 'l'BBSE PRES TS, that wethe **undersigned**, ALLAN D. WOOD and LYDIA E. WOOD his wife, and RAYMOND A. SCHIEPKB and MARTHA J. SCB1:BPKE his wife,, and CONSTANCE C. KING a single **person**, and POSTER L. YANCY and BELEN K. YANCY liis **wife**, and VI!JCEN'J! J. ADRA GNA and ELAINE F. ADRA GNA his wife, and LES'?BR P. WADE and LORENE A. WADE his wife, and ·JOSEPH W. ZAMBECK and MARY AP ZAMBECK his wife, and MARIO DiMAMBR.O and SHIRLEY J. DiMAMBRO his **wife**, and CHARLES M. WASHBURN and LIL. LIAN NASHBURN, his wife, and HOWARD A. WILBER and PHn, LIS E. WILBBR his wife, and JOHN A. McPHEE a **single person**, and Jolm H. McPHEE and TILLIE A. McPREE his wife, and EMIL F. ISKBN and ANGELA C. ISKEN his wife, and JAMES R. PAHSEL'l' and BETTY G. FAHSELThis wife, and JOSEPH MIRON and MAP.l B. MIRON his wife, and WILLI.AM A. FEEHEI.ff and SUZAINB A. PBBHBLBY his-'wife, and HARVEY A. SCHNEIDER and SALLY JEAN SCHNEIDER his wife, and KLAUS A. MICHALKE and ERIKA MICHALRE. his wife, and ·ROBERT T. DAYUS and HELEN DAYCJS his Wife, and JOSEPH P. DECKERS and LUCIENNE J. DECKERS his wife, and WILLIAM M. HOGAN and MARY A. HOGAN his wife, and CHARLES J. SIEMEN and .NORMA G. SIEMAN his wife, and RUPEM! A. WEDEMIRE and HELEN WEDEM:tre his wife, and JOHN COLASAN'.l'I and MARY A. COLASAN'l'I, his wife, being the present owners of the following described property ·in the Township of Rose Lake, Osceola County, Michigan, to wit:

All the land in the plat of <sup>0</sup> ROE LAKE FOREST SHORES;ib[R

327 fAw:4:0fl

#### WITNESSETH:

WHEREAS, Develor.er il the land contract purchaser of real property described n Article II of this Dedaiaion and desires to create thereon a residential community with permanent Darb. playg!ounds, open lpaca, and other common facilities tor diebeneru ~~and~~ community;and

WHEII EAS, Developer dctim to provide for the preservation of the values and amenities in said community and for the mainte• nance of said parka, playgrounds, ope! I l pacea and other common facilities; and, to this end, disires to subject the real prop• erty described in Article II together with such addition.as may heicafter be made thereto (as provided in Article II) to the COYCrumta, restrictions, easements, cflarges and Uem, hereinafter set forth, each and all of which ls and are for the benefit of said **property and each owner thereof**; and

WHEREAS, Developer has c:lce=d it desirable, for the efftcient piaeryadon of the valUO! and amenities in said community, to create ~~any~~ to which should bf elegated and assiepled the powers of maintaining and adminlstennng the community prop• ertiea and facilities and adm[nlstering and enforcing the covenanll and restrictions and collecting and disbursing the assess- **ments and** cfwgeshcreinafter c:reakd;and

WHEREAS, Developer shall cause to be incorp. orated under the lawt of theState of Michigan, as a non-profit corporation,

NOW THEREFORE, the Developer declares that the real prop• erty described ln Artlde II, and such acldltlons thereto as heicafter bt made punuant to Artlde II hereof, b ancfshall be held, transferred, sold, con.veyed and ,ccupled =b eel to the COVfflllnU. restrictions, easements, and liens sometimes rcferffd to u <sup>8</sup>.covenants and ratrlctions'l h ter set forth.

#### ARTIC LE I

#### DEFINITIONS

Sec \*The follqwlng words when used in thll Declaration or any mental Declaration (unlC\$S the context shall proht"bit) shall haye the foftowing **gs** :

- -

(a) ...; shall mean and refer to the 11611!

**Forat Property**

(b) "The 'ropfflin" shall ... and refer to all ...  
 nllihig a, ud add.itinnl thmta, .. arc oal,jcct1 thla  
 Declaration «...at>Y **S u l** O.cbrati<on• 1111 fder tht  
 PN1Y W"1'9 or,Aticle 11,lie,enf,

(c) "Comnncm tropcrdc1" .itlll - and refer 10 lho&c  
 ueu of IU1111 town on at'y recorded auhdlo'sion  
 plal of The am! ntmded to be dncted to the  
 common - a11d

On111111 or the OW111111 or **The**

**Original Lot** "mcu andnfer to a Qylolo,plal of  
 11111d lho11d ppoa at>Y original recozded and su&divisfon "11Pof  
 l'be Propcnia dter die - hu bethald by die Dewloocr  
 or li• npmcnialins or wigns. by land conim:t or by deed lui  
 aball not Inclqdc Common l'topenla .; heretofore dennede  
 any lot that the l'ope.; ha .old In which lile oontraet  
 becomu default by tho p11rchacr and that lhc Developer or ha  
 mJsn0 taut batk for resale,

(c) "Owner" shall mean at1d refu IQ lite Oljllliablc owner  
 wliciler one or more per,ons or quillia holding any **pal** lot  
 -!-**led** The ..t,ether aach ownchnp t,c ifec  
 dlle or a li"1111 conina fflldtt, **no l** g any  
 theory ar lhc **moitpge**, d1all 110t - or refer to  
 ,pgce a<Zpt 1f the **monvalred** cillc pur-  
 IUU1t to **fated** «any Proceccclng In lieu of ?om:lcure.

(f) "Membe" shall man and refer t all **O...rs** .tio  
 are mmtbf1 of the Asoodatlo11 **a**, provided in Aiticle IU, 6cc,  
**donl**, f.

(111 "Front Lt.t Lim," **thall mean and** refer to tha1 also or  
 lhc lot that 1oudlct the county road;in the evmt l'bat the 1o1;  
**a** CID111111 lo1, 11 rball man 11D4 refu to the shoncs1 &lde ol  
 lo1 lhattOGcha lhc QJW1111 road.

AR'ICLE II

RCPTERTY SUBJECT TO THIS D&CLARATICH:  
 ADDITIONS: \_THERETO

ti/7! lhc 111111 Property. The real y ..tilcb It at'li!  
 , l'anc11ea. rukl.cwcy,..d, asid oa:., plcd, wbjcct  
 this Declaration, Is located In the TOW1111Mp ldr & Lake,

Osceola Cuunty, Michigan and it more panlcubry described u **r-**  
 fe,11,...., ROSE U.KE FOREST **0**

**bcinr** a subdivision pan Or Sccctwi. 9. Tennship 19 Nonh,  
 JJngc 9 Wcsi, Rme LmTowmhlp,OraobComty,Midli- **r-**

gan  
 all u-f which real iroperly I shall herelnfier be referred to u **r-**  
 "E,dsdns l'n>pcrty. . . .

**Section 2**, Additionrl Land, may become subject to this Dedu-  
 allon.

The - . iu IUCCCSION 11111d aaigns,lhall ha>C tht  
 right to bring..rdltional lands lucattd in Osce..la County, Mich-  
**pn**, in lo the SCMme of thil Dedandon. Such pivposed add-  
 11ons, U made, 11 ml beccqg subject to Uaffltdit for their lct I  
 tliarc or .Association cxpcnres. 1 be Common Propertict >riiliin  
 ell Nch acldltlonr .ball" be dt,roted 1., the mmon **we and**  
 a.Jc,yment of al ownm **O r** . n1ct whldi - ...hject to lhlh  
 Decbrallon, The DeYeloper 1 11 to bring lddhional land,  
 Into the Dedualion shall not be dd to bind the Dcttloper, ill  
 1WZCAOn and .....to make the p!OpOkd ldditio,u or 11>  
 adhere to the acbeme in any rubaequent dewlopllllftt of the  
 W11l clacribed herein. In nu cYCNt. **h -** , mall web AlJIPle-  
 1111111 Dedualion revoke, niodfy or ad4 to, the C:O-U,u  
 criablwd by thia Dedanlcim widim the existing property,

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS  
 IN THE ASSOCIATION

**Membershlp**  
 . person or enlty who holds any equitable interell,  
 inclwllni the Dndoper, in any lot or loll **induded** within "The  
**Prop "** u herein'dcfmed, whether u 1111d conrtut vcndce  
 «- C.ec holder bcina mbjcc1 to thac-co-..1r. shall be a -  
 ber or the **cio 1 1** pt-mcdcd that any 1111ch pers,i or endty  
 who holdr 1111b Interct merely **u a** security for the petfor-  
 mancc or an obligation shall n" **be a member.**

Vo Rlg111s.

1111e Associauo11 shall have one clau or •otins meinbchnlp.  
 Voting members shall be all du,rc mcmbrn who hold the lntor-  
**Critl** requ1 for li,1en,bchnlp in Attldc UI InSection 1:**ab-**  
 When more than one person holds such interer1 or In1UCritl In  
 any lut Inaid Propcrctct, allauch pmons will be members and

-- WCIC for each IIII, **Wt** .i,ali be **aacbcd** U lbcy.-11g  
lllcmclva detennlne. Ead, member shall be <t11titled IO one  
'Ote for nd, lot that be *owm* « in .t, lcb hcvwIU in fee or in  
which be hat an In lera l11a land coalrae l pvdwer.

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#### ARTICLE IV

#### PROPERTY RIGHTS IN THE COMMON PROPERTIES AHO PARKS

Mcmlbera' Easements or Enjoyment.

SubjCCI to the proYUions or Article IV in Sccllon 3, "ofV  
mcmbel ,hall have • right and caNIICftl of enjoyment la and w  
Lhe ColtMOD Ptoprlici and l1>of CUCIII Cnt lhall be appuncnot  
IO and shall pas wi1h the title to every Original Lot.

title to *Common* Propertlia.

- The\_ Dewloper shall retain die lepl lide 11> the Common  
P,opmirs bul nut **loap** than such time u ii **ha** **uld-** or  
the lots in lhc Propcrun inducfmg all addliUAS lhcrcu and the  
aggR&alt or the outstulmg <>f lhc aln prices lhc n: for •  
hii been n:d=d to 80\$ them>£, bul not lam lban live (5)  
yeau from the d&to of the m: onlins of this document, when  
De., lllllff ihllll cotto1ey to the Aauclalion l11ch Common Prop-  
ecUes whll all lmpRGYerncnts llierrun.

EXICI'll of Mcmlcrs' Easements. The rights and .....  
iiiiiiiioT cnjc,ymcDt aated badly shall be slibj,CI to the  
followinl'

(a) the rights of the AaJcialion to lake such at,ps u ....  
ra,o,iahy accamy to prvICct die above drscribed propuct  
apb,11 fcrred01UTC;and

(b) **1be rlsht** of the, Association, u providtd in-iu Arlidea  
and lly-law1, 10 !WICld the enjoyment rla.,11 ut any member  
(or any **ectod** dun"II which any am,nment rczna)ns unpaid,  
and for my period not to eiteced thirty (SO) day1 for any  
lntraction of lll pub61htd rules and rcgulatlins.

#### ARTICLE V

#### COVENANT FOR MAINTIEHANCE ASSESSMENTS !mm.!, Crnlfon of the Lien and P....-I Obrlgiatioo er

\*\*\*-!!!,

1bc Dewloper, being lhc **owner** of all The lropcnles, hue-  
by -ll **IMI ada** subfcqtlllt **owner** by acapwi « of a

d theRlosj **ther** or not h shall be expcead aaaa'such •  
deed or con.,yam:c,ba **deemed to** , and agree to  
the Auocialion: (I). Annual &MCSSlllrila or clwp; (C  
anftlUI IISCSAIIICDD, **ther** with such in fcmrtj,aon,al casts  
of c:allectioa thacof as bemnafer pnmddc, shall be a **clwp** .  
cm lhc land and dwl be • -w1111ng liai the propaty  
against **which** each UICIQ-Cai is made. Each IUch -1,  
tug:,thc,- with sui:h **inraat** t trcmn, •nda,11or collection 1hue-  
OE **u** hfccljlafter . shall be a charge on the land and  
shall b-c' a cu111in111ng,llen 11pu11 lha pruper111 apias1 which each  
uch -1 b made. EKb 'such **omcsuicb**, togethr with  
such bl!CRSt thaco11 and co11 uf colleeuoit the:rofu haeln •  
after profided, shall also be the pmonJ obliotion, f the **per-**  
son who wu th< Owner of such propeny at ilic time when the  
.-, **fcclhle**.

Sccl loh 2. Purpose Or Alleualca11.

\*\*\*\*\*rlcmaiblcw d b (the Ass<kialion shall be UICdex,  
duavdy.-for **tha-p** o prv111111ng the rccrcation, halth,  
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for lhc. Impl'Dftmml and maindl111CC of ,lltOPCftva,  
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and insuru thereon and !CJ)&lr, replacclllml 'ond lddltio111  
Jhereto, md COY the con ur labor, equipmc111, matCTwa manage •  
mc111, uul **un** thereof.

**UBuis** and .Amowu ol ,Amual "-menu.' •  
iimual lllClmffll 11. a) l be \$15.00 per acrl **Oripw** Lot •  
sold by Dndoper, ill rrcpraentatwa or usigm, by wid (on,  
incl or Dad and the: - dwl be dialubuted evenly  
qainst each **OripIII** Lot, pro cdl hat in cues wbert an O., n-  
er OWDS more lhan one lot, th., ilS1CS1ffllft for lhc Ont lol  
owned shall, be \$15.00, bul ndi additional lot ihall bar en  
111mual .....mcnl ef \$10.00. l'um all such .. ocsamen", the  
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## 5. Change in Buis and Maximum of

• Sllb, lct to the limhatiom of Section S hereo{, and for, the pc!dDs lhaan fflCdllcd; tbc NIOC adon mcbgudie mad- ad buil of the ued. Section 3 hacaf tor any md palbcd rd thal 1.11y lldt chanlC lhall haw the -t ot t idm (2/S) of che YOdor mml, cn who are YOtng in penob or b), proxy at a meeting duly called for dm writun notice, or which ahal be 9Clt to all mcmcn at lcut thirty (50) dayt ln ad- and al\111 forth the pwpute of the 111teetng.

tor, uod Illhori: oed uoda Secdont •

n., qlllocu111 for any ICC!on aulhorlzed by Secton 1 hnd li mof .Wlie: follow&. • At the Slit called, u p-ovided ln SecciOlll 4.1.11d 5 ltfllot, the Pmc. nce at lhc of Mcmbcn or of emxiet, cnt!tal to cut lilly paant (6 ) of ..U vota af the liemhr- mllp shall COflil flule a quorum. I! lhc fl!0ircd quorum it n0& l'incomlllx at any meelilg, another mccthlrt may be called, lllljcc to the notice rcqwent Clil u set (Gah ln Section 4 and &, ind the required quorum at any-auch lubocquenl meetng shall be otie-lulf of, tbc rcgulcd quon&m at die p(eCCCij plect' Ing. p- ded tbi lnp such subseqent meet. lns shall 6cl bdd moretban. tixty (60) followinJl thep«mfng limg.

Scaloii.7, Date of **O. tmm-** of Anmaal Aaalmenb..

The Annual . . . t llnmded for heftll mall cminilcilbl on the first day of l\ptil; 197t: The Aaesamcnc feir ach 111 lcccdng year shall become dlIC lldt payable "" tho lint cla.y of April or <uh yea., No adjustmml or pio<-ation of - J lialbmadtdty ch Asociation. Por p of lw:ing, the .- C&aeilt, lISCSlinenlatlw1 be coruidercd as pllid ln tdvalloe arid d lall lie lmccl ag. lntt a, ny Orjalna! l. o. l which, ii- JUlject tq this Dedaratirm of Sii. pplemcllly Dcclatio"" l'ltt, •4- date of al ly, ■pec: bJ — — i t utuler Sewon l-licft of aball

: he fixed ill the Jtcsolution a' llhwng IIICh I.

- Dliie, of the Board or Directors. l'ltt a, anagq, ia, t, . afwn and' pot' d'et of the A, sucialion shall be vciterl i: l- die :J . laard of l'irccton. each o( whom 111USI he al Deallxt' of clsc •; g. Association in good scanilng. The mimbff r, (l lreccion shall bet- n lllDfC than eighteen anJ , , l m than siL The Baard of: " ! Din: clon • o. f die AJ. i dation shall prq, are a ra11a of lhc PfOt-:, . li" and unsmenta appl, able therco 1. flwt 1 lilty (DJ. da, ys ill ad' lnce of such 1111c111 incn1 due date. Such-mcllt' Of ter. e; . shall be kept ln the oflice. of the Aouclation uul shall be optn to clon by any owner:

Written notice uf the umsment shall thereupon be sent to cmy - ! " bJfl lhcrcro. . . .

The" Association upon demand al any tt- fua, ish 10any omu: liable for iaid aaasment • cerccicate ln, (Wiling by an drtim of the Auoad. don. -seuing fonh whe uid -nt been' paid. Such cerdficate, laall he ClOlldusiw cvida, of pay 111C1) t or any uswmenl therein itatc 1d 10 b\YC bccnpaid.

Uctet III Non • Payment of mcn l :

enonal Obligation of the Owner: The Lien; Rcmr: dic: s ot Anocia lwn. Ir the -II a. re n. 01 paid on lht> date wla. . due (bcina the dates specll'ied in Scaion 7 beleol), tlicn thcnocm and cuoc of collection tbacof 1.4 brrcnwter prcnided, tbcCR- becoming a CtHllmlung lien un the properly which shall bind ouch pn, pcrly in the liand of the then Dwnft, IUJ hdn, dmRa, pcneml reptaatatlvcs and gnt. The pconal obli' ga. lion ur the chcn owna to pay sud), uClllDCnt, lIO-, abaU remain hil pcr lonal obli& ' lion for the l lalutory period ind shall not pan lo hit IUCCfMOR in lille uncll e&ptC \$ly UllllQd by lhcrr.

IC the wccsmctit is et widli lhiry (SO) dayuticr the d nq, date, a ly fee lIOl 10 cuecd \$2.00. shlll be added iherco ond rom lha& date lncetat ij th rue • ol lix (61\).cc, annum may be added to &he dclinqucnl bal. . aria, and pawly and the Association may bmg oo actipr, at law against the owner personally ol> lipped to pay du, of 10 foreclose lhc lien apinst the p - . nae lball be addi: to sudt ascesmcn1, dclinqumt lce and 101ctac an4, the-c-m al fl(C) Uing. . . d filing C. mplilnl in such action uul ln. tu: EV Cnl that Jacfsmcnl & hall includc intcstcl ON the total amount . . d. o. . . , provided and lCUO! Ublo all omcy, l'cc 10 be fixed by the . . . fosiolhn with the eus11 or th 1ct1011. . . .

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Smi<m-1.1, Exempt Prvprty.  
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men11, chuga er liens.

## ARTICLE VI

### MOBILE HOMES, CAMPERS & TRAILERS, FENCES AND MISCELLANEOUS

Section 1, Mo Mobile Ho=e ahal be placed  
on an original Lot.

Section 2 All Car.ipen,t: onpgr,Trailctt, Tcni. and  
C...pmg l.a!••Pm<nl, maf be :,>Ntu lcmpclmy dwelling on  
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Lucal lllld Sai.w,lory •nd hulth laws an:uhsawd.  
b All l;tlitly connections lff lcmp1>rary.  
c) The monuractun: of all lUCh cq., lpmen1 ..., inicndcd fo,  
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Section .. l'lo convened uud<s, busn or fthida "\*\*\*\*\*" than  
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allowed on lhc prupcnics.

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of a comet loL

(a) All renca slwll he ffil<lc .. Wc,oci or l.f material iD lmd  
harmony to the 1opc,pphy of lhc 111rroundln1 landstape Alch  
•usluubs<bedaa-  
(b) No fence is to be om: S6 lnchct ln height.

Section 5. No plaud lo1sh:111 be funhet submdcd.

## ARTICLE VII

### BUILDING AI\ID USE LIMITATIONS

AU to11-not od,cr,,w specifacally clesignated "P.:."l a  
plat' rcardcd Dccwition by DeYelopcr shall ...  
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ereccud; •

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No mim:als, liva1<1clr. or poultty of ,ny kind IMII be ni,c,d-, bml or kepi un ay lot, e,cept I Lhit dc,gs, cats or other house- hold peu may 'be kq,L lhat fltq,a,c nui kepl.lmd,... IIW'! :.t fur""Y :.,,mmmcWJ)UllOKI-

No lot shall be used ur maintamcd u a dumpins grawld-fur rubbish. Trull, Pt or <11hr w,ie wU 11UI be upl uap1 In a wltuy conialncr. All iDc:meraton .... other cqli,... t fur 1lhc llona,< or dl!P,oiat of 111ch maUtlb t!wl be kepi hi a dnn mcl-1tuy CO'dtG011.

No •For Sm" lip ... advenisng clevice of 111y kind l!ha1 be on any lul except on a new mldncnc p...viously unoccupied which is offered by the developer or bwldr. En• urma: l... for l'CIllOfll of such iolation shall DOt be ..-uapan.

The aauldc finishing uf all bulldlags IIIUt be cofflllcted within one (I) y• after conuuction tiu 11arted. W no up!lal{ sbh,gle1, imi11tton brick, building ... hmalaton board M shelthing or limllu nah-extmor matmals shsl be -d f« the e.ctalo, llabh uf 1111y SIICH bwldng1 exterior liriib thall 00 wood, ubatOI 1hlllaf.c1, tiding, logs,lirick, IIOM of eonacte,

• !,my dwelling booaC,hallbn, not !ta than 720squan,feet of cadoscd l!hlnj•i-c ad orpoidaa, b...ys,cazpo,ts, paaim,po.ii srcu,ganga 1111d odia acceaory ma.

« Cunpinc <sup>10:00</sup> ~~10:00~~ Location. No <sup>10:00</sup> ~~10:00~~ camper uni, or int aball be located on my pn,pcny nc:&rc.-tlw, 75 feet to titc front pllltiaty line or narir tli11 20 feet o'n any side luect Uu. No bwldins, . catnpr unit or tcnuball be located nearer than lOpa- cx:nt to the width of the property on wllch tudl buildil'lg. . camper unit or tcnlis IO di to any l'ldmc, t Lhat'a tliRc foul 111 linimnm,lde yard lhall be permitted for a gangc or olhcr jclmitted KCalOI' bwldng -"lcb is atcd towird lhc niof the ~~Coreutit~~ <sup>Ull and</sup> ~~of~~ the purpose of this

• a of die buildlllg pro.ided,-hcrwcwu, th,t t bls shall - be aintNcd ti> pamll any pordDil of the dng tocaa.... h ... adjoining propct11.

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Any owner of real property in plau uf Rose Lake P'ura1 lhall 0!!! the ril!,ht lo pnnecutc any pr gs atbw or in "IWlY apmsl any pmon .... pmo111 violating GT attempting to -riolac "d4' any co-cnanl eoniain<d hcmn. cilh« tu prcwnt him Lr 111c111 from doing so ur lo recover damage, or othu dua for ll&da :!l vialatio . 11\ndiation of 1111y one or thcK cownanll by {ndgt- mnt e> cuun order lhall in no wsy affect any other pruvistona,N which 11\all remain in Cull rorcceandeffect. e-;

The forcgo1n1 Building and Uoc Limitatio111 shall not apply to "!! the Commo11 Propcrlin.

Section 11.11 London. The cownanll lnd rc,tric:ioni of this Dec- luatiDn run with and bind the land and shall inute to the benafn of M1d be enforceable by The Association, GT the owner of ( any land subject to thll Dedanricm, Lheir rapcctM 1cp1 rcprnciariTn, hrir1, - ond assign,, for 1 term or twen- ty yean from the date thil Dedantion b recorded, after which time said covononu shall be automadically extclldcd for 11110. cmiff periods of ten ( 10) ye1ra unleu an inltrWllfrt aped by the then OWTICH of IWD•hlrds of the lota, subject IO -thia Dec- laration, lnd1 ldlng all toll lfr any still owned tiy the Developer or ha IIUCIClcUON ur 1111p1, It> been recorded, agreeing 10 duncg said cown111111 1111J Rllric:ion1 in whole or In put, Pru- ")dn,howc,-cr, 1h11 no tucbagrcmcot to change ■half be effec- 11W "1lea made Uld lhn:e (i) yCUI lln adnncc of the eff date of lUdt change, and wila1 wril1m notice of the eropo,cd agrecawt lfr sent to nery - 11 kut ninety (90) daysIn advanceuf any action 1al ten.

Nodca. Ally nollec reqwrcd IO be1cnt to sny man- , or owner unlcT The pruvblofl of 1h11 Declaration Shall dcctcd to haw been pro1lerly sent when 1111.lird, potfpaid to the lut known addrcH ul ilic pcnun wbi, appcart u mcmbe; or 1•n the rm>Nb or the Adjociation al the rime or 111ch malling.

• • .En nrcc-t. •Ectln:emcnl uf these-w...rnaat, and ...' - ollill 1M by any p,-ding at law or 111 equity ogsmst any person .... pcnon1 violalhig or attempting to,iulatc "Y o, ratriclrvn, euhcto ,alrahulolallon er re- cum damaga, 111d aplmc lhc lald to aaforce any Um created by these rmmwtit; LU1 In: 6ylhc: Aaoclation or any - 10 cnlorce any cownant or ralric:ion bCrlCln cunlllaed shall In nonail be dcemd a Wlltr of the right to do oo thneafcr.



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

## ARTICLE VI:II

### HEALTH RES'L'RIC'L'IONS

- C1) No person shall begin construction or make major repair to any septic tank, septic toilet or sub-surface disposal system until the owner or his representative has made application to the Central Michigan District Health Department, Re d City, Michigan.
- § ) Sewage disposal systems shall be constructed on all lots in the locations which have been indicated by the design- er on the preliminary plat.
- § Each well drilled in this plat must pass through a clay layer before a water aquifer is used.

## ARTICLE IX

### LIGHT RESTRICTIONS

No street light or mercury light shall be installed or EU:ected within the plat of "Rose Lake Forest Shores". Flood lights, if installed, shall be installed in such a manner that the light does not illuminate areas other than that owned by the lot owner making such instailatioir.

Witness:

- ? e : . -  
< ( = )

Charles v. Rambeau

Allan D. Wood

Rollene A. Girdley  
Rollene A. Girdley

Lydia E. Wood  
Lydia E. Wood

Charles V. Rambeau  
Charles V. Rambeau

Raymond A. Schiepke  
Raymond A. Schiepke

Rollene A. Girdley  
Rollene A. Girdley

x Martha J. Schiepke  
Martha J. Schiepke

On this /o-Hi day of /vJA- e# , 1976, before me personally appeared A l l a n D . w o o d and Lydia E. Wood and Raymond A. Schiepke and Martha J. Schiepke to me known to be t\le persons described in and who executed the foregoing instrument and acknowledged that they executed the sam as their free act and deed.

.,?n1\$4 L  
Charles V.mbeau  
Notary Public-  
Oakland County, Michigan

My Commission Expires s e p t e m b e r 1 1 . , - 1 9 7 8

libR 327 i:4C.:413

Witness:

{q </:) bro.QCharles V. Rambeau

Allan D. Wood

L-1 ..u..z....(,7-  
1Jtene A. <f-Nat/r¥,i.,lw ?'. Wtt:rl  
LydlcifE. Woodif!frflifffr>fa(!41f -----

On this :i.t.lrff day of J1A-R<!t4, 1976, before me person l-  
 ly appeared Ally, J1111 a 011..,w\_ood,; and Lydia E. Wood and  
Constance C. King .mHiXXXXXXXXXXJfXXXK:q.tXXXXXXXXXX

to me known to be tl'le persons described in and who executed  
 the foregoing instrument ailJ acknowledged that they executed  
 tbe same as their free. act and deed.

c: ?£4, \$ =

Charles V. Rambeau

Notary Public

Oakland County, Michigan

My Commission Expires . September 11. .1978

Witness:

Charles V. Rambeau  
Charles V. Rambeau

Allan D. Wood  
Allan D. Wood

Rollene A. Girdley  
Rollene A. Girdley

Lydia E. Wood  
Lydia E. Wood

Charles V. Rambeau  
Charles V. Rambeau

Foster L. Yancy  
Foster L. Yancy

Rollene A. Girdley  
Rollene A. Girdley

Helen K. Yancy  
Helen K. Yancy

On this 11 day of September, 1976, before me personally appeared Allan D. Wood and Lydia B. Wood and Foster L. Yancy and Helen K. Yancy

to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Charles V. Rambeau  
Notary Public  
Oakland County, Michigan

My Commission Expires September 11, 1978

Witness:

327i:4&.:416

~~Charles F.~~ ~~Allan D. Wood~~ %1-bO

M Ly/ w-J..

E F.

:-. 4.r.&

on this g<3 day of A..A.Aei, 1976, before me personally appeared Al-l-a\_n"-D\_w\_oo...d and Lyd.ia E. Wood and v...l.n.c\_e,n,i\_t J...A d r a-gn..... a and Elaine F. Adragna to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

?LL  
~~Charles F. Rambaud~~  
Notary Public  
Oakland County, Michigan

My Commission Expires September 11, 1978

Witness:

Charles V. Rambeau  
Charles V. Rambeau

Allan D. Wood  
Allan D. Wood

Rollene A. Girdley  
Rollene A. Girdley

Lydia E. Wood  
Lydia E. Wood

Charles V. Rambeau  
Charles V. Rambeau

Lester F. Wade  
Lester F. Wade

Rollene A. Girdley  
Rollene A. Girdley

Lorene A. Wade  
Lorene A. Wade

On this Li-rlf day of MilCH- 1976, before me personal-  
ly appeared Allan D. Wood and Lydia E. WOOD. and

Lester F. Wade and Lorene A. Wade - - - -

to me known to be tpe persons described in and whoexecuted  
the ff>reging instrument and.acknowledged that they exacuted  
the same as their free act and deed.

d., z: k  
Not y Public Rambeau

Oak and ounty, ichigan

My Commission Expires September 11, .1978

LIBfR 327i'ACt417

Charles V. Rambeau  
Charles V. Rambeau

Allan D. Wood  
Allan D. Wood

Rollene A. Girdley  
Rollene A. Girdley

Lydia E. Wood  
Lydia E. Wood

Charles V. Rambeau  
Charles V. Rambeau

Joseph W. Zambeck  
Joseph W. Zambeck

Rollene A. Girdley  
Rollene A. Girdley

Mary Ann Zambeck  
Mary Ann Zambeck

on this 1 day of (i7II.t.a..ff), 1976, before me personally appeared Allan D. Wood and Lydia E. Wood and Joseph W. Zambeck and Mary Ann Zambeck

to me known to be the persons described in and who executed the foregoing instrument--and acknowledged that they executed the same as their free act and deed.

Charles V. Rambeau  
Notary Public  
Oakland county, Michigan

My Commission Expires September 11, 1978

Witness:

Charles V. Rambeau  
Charles V. Rambeau

Allan D. Wood  
Allan D. Wood

Rollene A. Girdley  
Rollene A. Girdley

Lydia E. Wood  
Lydia E. Wood

Charles V. Rambeau  
Charles V. Rambeau

Mario DiMambro  
Mario DiMambro

Rollene A. Girdley  
Rollene A. Girdley

Shirley J. DiMambro  
Shirley J. DiMambro

on this 11th day of July, 1976, before me personally appeared Allan D. Wood and Lydia E. Wood and Mario DiMambro and Shirley J. DiMambro

to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same at their free act and deed.

Charles V. Rambeau  
Notary Public  
Oakland County, Michigan

My Commission Expires September 11, 1978

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Witness:

U.S.P. 327i1AGt420

Charles V. Rambeau  
Charles V. Rambeau

Allan D. Wood  
Allan D. Wood

Rollene A. Girdley  
Rollene A. Girdley

Lydia E. Wood  
Lydia E. Wood

Charles V. Rambeau  
Charles V. Rambeau

Charles M. Washburn  
Charles M. Washburn

Rollene A. Girdley  
Rollene A. Girdley

Lillian Washburn  
Lillian Washburn

On this 7/1 day of July, 1976, before me personally appeared Allan D. Wood and Lydia E. Wood and Charles M. Washburn and Lillian Washburn to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Charles V. Rambeau  
Notary Public  
Oakland County, Michigan

My Commission Expires September 11, 1978

Witness:

**dz4;z**

Charles V. Rambeau

Allan D. Wood

Allan D. Wood

Rollene A. Girdley  
Rollene A. Girdley

Lydia E. Wood  
Lydia E. Wood

Charles V. Rambeau  
Charles V. Rambeau

x Howard A. Wilber  
Howard A. Wilber

Rollene A. Girdley  
Rollene A. Girdley

x Phyllis E. Wilber  
Phyllis E. Wilber

on this 1ST day of 11, u. CH, 1976, before me personally appeared Allan D. Wood and Lydia E. Wood and Howard A. Wilber and Phyllis E. Wilber and I know them to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Charles V. Rambeau

Notary Public  
- Oakland County, Michigan

My Commission Expires September 11, 1978.

LIBER 327 PAGE 421

Witness:

LIBER 327 PAGE 422

Charles V. Rambeau

Allan D. Wood

Rollene A. Girdley

Lydia E. Wood

Charles V. Rambeau

John A. McPhee

Rollene A. Girdley

>< Cic'bz,,IJ &ePw  
)(rk N< c;);  
I 7i:ifcPhee.

Ulie A. McPhee

On this (srtJ day o:E 41-+&cu, 1976, before me personally appeared Allan D. Wood and Lydia E. Wood and John -i. McPhee & John H. McPhee and . . Tillie A. McPhee

to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

£L  
Charles V. Rambeau  
Notary Public  
Oakland county, Michigan

My Commission Expires - September 11, 1978

---

Charles V.Raiiheu

Allan D. Wood  
Allan D. Wood

Rollene A. Girdley

Lydia E. Wood  
Lydia E. Wood

*Charles V. Rambeau*  
Charles V. Rambeau

Lydia E. Wood  
Emil F. Isken

Rollene A. Girdley

Angela C. Isken

On his ..lotH day of )1411.C"fl , 1976, before me person:al-  
ly appeared All@ D. Wood and Lyd ia E. Wood ad  
--- Emil F. Isken' .. and --- Angell, i C. Isken . . . ---

to me known-to be the persona described in and who executed ..  
the foregoing instrument and acknowledged that they executed,  
the same as their free act and deed.

Charles V., Rambeau  
Notary Public  
Oakland county, Michigan

My Commission Expires September 11, 1978

li8CP. 327 ti1Gi:423

Witness:

11R(P. 327 i•Afc424

d  
Charles V. Rambeau

(D)  
Allan D. Wood

11: fltLf J•

lsTFJ:!eftaL. r

-i br :::::1'1A2e1.

On this /fcTff day of 1!11lic.f, 1976, before me personally appeared Allan o:waod and Lyd ia E. Wood and .....Ja:::m:::es=-,R\_,:::Fahs=e-lt and Betty G Fahselt to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

d :r£  
Charles V. Rambeau  
Notary Public  
Oakland County, Michigan

My Commission Expires -Septemb= er:::11.1--:1978

Witness:

Charles V. Rambeau  
Charles V. Rambeau

Allan D. Wood

Rollene A. Girdley  
Rollene A. Girdley

Lydia E. Wood  
Lydia E. Wood

Charles V. Rambeau  
Charles V. Rambeau

X Joseph Miron  
Joseph Miron

Rollene A. Girdley  
Rollene A. Girdley

X Mary E. Miron  
Mary E. Miron

On this fourth day of April, 1976, before me personally appeared Allan D. Wood and Lydia B. Wood and Joseph Miron and Mary E. Miron to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Charles V. Rambeau  
Charles V. Rambeau  
Notary Public  
Oakland County, Michigan

My Commission Expires September 14, 1978

171 R 327 Muc425

Witness:

LIBER 327 PAGE 426

Charles V. Rambeau  
Charles V. Rambeau

Allan D. Wood  
Allan D. Wood

Rodlene A. Girdley  
Rodlene A. Girdley

Lydia E. Wood  
Lydia E. Wood

%  
Charles V. Rambeau

x William A. Feeheley  
William A. Feeheley

x Suzanne A. Feeheley  
Suzanne A. Feeheley

On this 1TH day of Sept., 1976, before me personally appeared Allan D. Wood and Lydia E. Wood and William A. Feeheley and Suzanne A. Feeheley

to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Charles V. Rambeau  
Notary Public  
Oakland County, Michigan

My Commission Expires September 11, 1978

Witness:

Charles V. Rambeau  
Charles V. Rambeau

Allan D. Wood  
Allan D. Wood

Rollene A. Girdley  
Rollene A. Girdley

Lydia E. Wood  
Lydia E. Wood

Charles V. Rambeau  
Charles V. Rambeau

Harvey A. Schneider  
Harvey A. Schneider

Rollene A. Girdley  
Rollene A. Girdley

Sally Jean Schneider  
Sally Jean Schneider

On this 9th day of April, 1976, before me personally appeared Allan D. Wood and Lydia E. Wood and Harvey A. Schneider and Sally Jean Schneider to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they execute the same as their free act and deed.

Charles V. Rambeau  
Notary Public  
Oa land Coun y, Michigan

My Commission Expires September 1, 1978

li&ER 327 i'Abl:427



Witness:

4

Charles V. Rambeau

LIBR 327 PAGE 428  
Allan D. Wood  
Allan D. Wood

Lydia E. Wood

Lydia E. Wood  
Lydia E. Wood

Charles V. Rambeau  
Charles V. Rambeau

Klaus A. Michalke  
Klaus A. Michalke

Rolene A. Girdler Klaus A. Michalke

On this 14th day of April, 1976, before me personally appeared Allan D. Wood and Lydia E. Wood and Klaus A. Michalke and Rolene A. Girdler to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their **free** act and deed.

Notary Public  
Oakland County, Michigan

My Commission Expires- September 11, 1978

Witness:

Charles V. Rambeau ..

Allan D. Wood

Rollene A. Girdley

Lydia E. Wood

Charles V. Rambeau

Robert T. Dayus

-tf/: A. .... - . <

Jul 14, 1976

On this 14th day of July, 1976, before me personally appeared Allan D. Wood and Lydia E. Wood and

~~Robert T. Dayus~~ and ~~Helen Dayus~~ to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

d. 4. £. ¥

Charles V. Rambeau  
Notary Public  
Oakland County, Michigan

My Commission Expires September 11, 1978

327 429

Witness:

REP. 327 PAGE 430

Charles V. Rambeau  
Charles V. Rambeau

Allan D. Wood  
Allan D. Wood

Rollene A. Girdley  
Rollene A. Girdley

Lydia E. Wood  
Lydia E. Wood

Charles V. Rambeau

Joseph P. Deckers  
Joseph P. Deckers

Lucienne J. Deckers  
Lucienne J. Deckers

Lucienne J. Deckers  
Lucienne J. Deckers

On this 17th day of April, 1976, before me personally appeared Allan D. Wood and Lydia E. Wood and Joseph P. Deckers and Lucienne J. Deckers to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Charles V. Raillbeau  
Notary Public  
Oakland County, Michigan

My Commission Expires September 1, 1978

Witness:

Charles V. Rambeau  
Charles V. Rambeau

Allan D. Wood  
Allan D. Wood

Rollene A. Girdley  
Rollene A. Girdley

Lydia  
Lydia

Charles V. Rambeau  
Charles V. Rambeau

William M. Hogan  
William M. Hogan

Rollene A. Girdley  
Rollene A. Girdley

Mary A. Hogan  
Mary A. Hogan

on this 1st day of April, 1976, before me personally appeared Allan D. Wood and Lydia E. Wood and William M. Hogan and Mary A. Hogan to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.


L.  
Charles V. Rambeau  
Notary Public  
Oakland County, Michigan


My commission expires September 11, 1978

Witness:

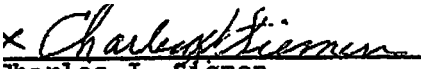
FILE 327r:432

  
Charles v. Rambeau

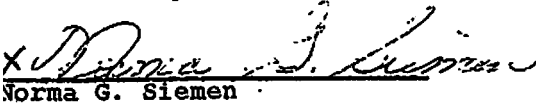
  
Allan D. Wood

 Lyell E. Wood

  
Charles J. Siemen

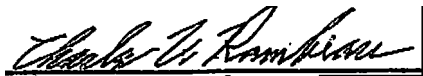
  
Charles J. Siemen

  
Rollene A. Girdley

  
Norma G. Siemen

on this i.s'N/ day of :11/JRC./, 1976, before me personal':"  
ly appeared Allan D. Wood and Lydia E. Wood and  
Charles J. Siemen and Norma G. Siemen

to be known to be the persons described in and who executed  
the foregoing instrument and acknowledged that they executed  
the same as their free act and deed.

  
Charles V. Rambeau--  
Notary Public  
Oakland County, Michigan

My Commission Expires see AA emb.e-r.....11.....1978

Witness, .

Z:4.?j.

i. L. ...D

Charles v. R

Allan D. Wood

Rollene A. Girdley  
Rollene A. Girdley

Lydia E. Wood  
Lydia E. Wood

Charles V. Rambeau  
Charles V. Rambeau

x Rupert A. Wedemire  
Rupert A. Wedemire

Rollene A. Girdley  
Rollene A. Girdley

x Helen Wedemire  
Helen Wedemire

On this 1 day- of \_\_\_\_\_ 1976, before me per onal-  
ly appeqred Allan D. Wood and Lydia E. Wood and  
Rupert A. Wedemire d Helen Wedemire

to me.: known to be tP.e pe ons de cribed in and who executed  
the foregoing instrumen"!::' and acknowledged that they executed  
the same as their free act and deed.

•ei:f.f!Zfμ«' =

J)Totary Public  
Oakland County, Michigan

My Commission El'pires September 11, 1978

..

LIGER 327 PAGE 433

Charles V. Rambeau  
Charles V. Rambeau

Allan D. Wood  
Allan D. Wood

Roxlene A. Girdley  
Roxlene A. Girdley

Lydia E. Wood  
Lydia E. Wood

Charles V. Rambeau  
Charles V. Rambeau

x John Colasanti  
John Colasanti

Roxlene A. Girdley  
Roxlene A. Girdley

x Mary A. Colasanti  
Mary A. Colasanti

On this 14TH day of MARCH, 1976, before me personally appeared Allan D. Wood and Lydia E. Wood and John Colasanti and Mary A. Colasanti

to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Charles V. Rambeau  
Charles V. Rambeau  
Notary Public  
Oakland County, Michigan

My Commission Expires September 11, 1978

This instrument drafted by Allan D. Wood, 2405 N. Main, Royal Oak, Mich.

REGISTER'S OFFICE  
OSCEOLA CO. MICH. ) Received 12th  
SS Day of April 1976  
At 9:00 A.M.  
Elna C. Edstrom Register

Being the 20 acres of the W of the  
N.W. of Sec. T. 19 N., R. 9 W., Rose,  
ake 'L'WP. Osceola County, Michigan, adja-  
cent to, but not including the plat of  
Rose Lake Heighui as recorded in &.2,;  
P. 86 & 86a., Osceola County records

- Q.1- Hereafter shall be constructed or make major repairs to any septic tank, septic toilet or sewerage disposal system with the owner or his representative has made application to the Central Michigan District Health Department, Reed City, Mich;
- (2) Sewage disposal systems shall be constructed on all lots in the locations which have been indicated by the designer on the preliminary plat
- (3) Each well drilled in this plat must pass through a clay layer before a water aquifer is used.

Witness:

Roger C. Covert  
Roger C. Covert  
Rollene A. Girdley  
Rollene A. Girdley

By: Sl:J.  
Allan D. Wood  
E. LV Wood LL

STATE OF MICHIGAN ) SS  
COUNTY OF OAKLAND )

on this 20 day of \_\_\_\_\_, 19\_\_\_\_ before me, a Notary Public in and for said county personally appeared Allan D. Wood and Lydia E. Wood, to me known to be the persons who executed the foregoing instrument and acknowledged that SEE as their free act and deed.

Notary Public \_\_\_\_\_ Oakland County, Michigan

My Commission Expires 6-1-11

.....  
Charles V. Rambeau  
CHARLES V. RAMBEAU  
Michael J. Smith, R.S.  
Michael J. Smith, Environmentalist  
Central Michigan District Health Department  
Reed City, Michigan

RESTRICTION 0111 "ROSE LAKE FOREST SHORES"  
ROSE LAKE TOWNSHIP, (OSCEOLA CO, MICHIGAN)

No street light or mercury light shall be installed or erected on any lot within the plat of Rose Lake Forest Shores. Flood lights, if installed, shall be installed in such a manner that the light does not illuminate areas other than that owned by the lot owner making such installation.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Si-

Rollene A. Girdley  
Rollene A. Girdley

ri:J.lk..()

All D. Wood  
Lydia E. Wood E

STATE OF MICHIGAN )  
COUNTY OF OAKLAND ) SS

14111 327,5

The foregoing instrument was acknowledged before me this 20 day of \_\_\_\_\_, 19\_\_\_\_ Allan D. Wood and Lydia E. Wood, Notary Public  
My Commission Expires 6-1-11

This instrument drafted by Allan D. Wood, 2405 N. Main, Royal Oak, Mich.

Received 1:10a  
REGISTER'S OFFICE ) SS - J.,  
OSCEOLA CO. MICH.  
1-C 9-co AA.



**WARRANTY DEED**  
STATUTORY FORM FOR CORPORATION

LIBER 1-1 98

IN WITNESS WHEREOF, the undersigned, that **PINE RIVER TIMBER COMPANY**,  
a Michigan Corporation,  
do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of the County of Osceola, State of Michigan.

Witness my hand and seal of office this 1st day of July, 1987, at  
Lynnville, Michigan.

I, the undersigned, being a duly qualified and authorized officer of the County of Osceola, State of Michigan, do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of the County of Osceola, State of Michigan.

Witness my hand and seal of office this 1st day of July, 1987, at  
Lynnville, Michigan.

I, the undersigned, being a duly qualified and authorized officer of the County of Osceola, State of Michigan, do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of the County of Osceola, State of Michigan.

I, the undersigned, being a duly qualified and authorized officer of the County of Osceola, State of Michigan, do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of the County of Osceola, State of Michigan.

I, the undersigned, being a duly qualified and authorized officer of the County of Osceola, State of Michigan, do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of the County of Osceola, State of Michigan.

I, the undersigned, being a duly qualified and authorized officer of the County of Osceola, State of Michigan, do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of the County of Osceola, State of Michigan.

I, the undersigned, being a duly qualified and authorized officer of the County of Osceola, State of Michigan, do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of the County of Osceola, State of Michigan.

I, the undersigned, being a duly qualified and authorized officer of the County of Osceola, State of Michigan, do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of the County of Osceola, State of Michigan.

I, the undersigned, being a duly qualified and authorized officer of the County of Osceola, State of Michigan, do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of the County of Osceola, State of Michigan.

I, the undersigned, being a duly qualified and authorized officer of the County of Osceola, State of Michigan, do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of the County of Osceola, State of Michigan.

March 6,

GR. AlfrEE

GRANTEE

DNfted byt  
A. D. Wood  
BatlaaaaAddlw.  
Rt. 1 BOX 51  
Lynnville, TN 38472

Ta:: \_\_\_\_\_



KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,

Edward M. Knabusch, and his wife Henrietta Knabusch; and  
Allan D. Wood, and his wife Lydia E. Wood; and Theodore J.  
Bacalis, and his wife Eleanor M. Bacalis, 2405 MAIN ST., ROYAL OAK, MICH.  
being the present owners of the following described property  
in the Township of Rose Lake, Osceola County, Michigan, to wit:

All the land in the plat of "ROSE LAKE FOREST," according to  
the plat thereof.

WITNESSETH:

WHEREAS, Developer is the land contract purchaser of real  
property described in Article II of this Declaration and desires  
to create thereon a residential community with 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 mainte-  
nance of said parks, playgrounds, open spaces and other com-  
mon facilities; and, to this end, desires to subject the real prop-  
erty 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 prop-  
erties and facilities and administering and enforcing the cov-  
enants and restrictions and collecting and disbursing the assess-  
ments and charges hereinafter created; and

WHEREAS, Developer shall cause to be incorporated under the  
laws of the State of Michigan, as a non-profit corporation,

NOW THEREFORE, the Developer declares that the real prop-  
erty 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 Rose Lake Forest Property Owners Association.

(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.

(d) "Original Lot" shall mean and refer to any lot or plat of land shown upon any original recorded and subdivision map of The Properties after the same has been sold by the Developer, or its representatives or assigns, by land contract or by deed but shall not include Common Properties as heretofore defined or any lot that the Developer has sold in which the contract becomes default by the purchaser and that the Developer or its assigns takes back for resale.

(e) "Owner" shall mean and refer to the equitable owner whether one or more persons or entities holding any original lot situated upon The Properties whether such ownership be in fee simple title or as land contract vendee, notwithstanding any applicable theory of the mortgage, shall not 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 I, hereof.

(g) "Front Lot Line" shall mean and refer to that side of the lot that touches the county road; in the event that the lot is a corner lot, it shall mean and refer to the shortest side of the lot that touches the county road.

## 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 the Township of Rose Lake,

Oscola County, Michigan and is more particularly described as follows:

#### ROSE LAKE FOREST

being a subdivision part of Section 5, Township 19 North, Range 9 West, Rose Lake Township, Oscola County, Michigan

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

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

The Developer, its successors and assigns, shall have the right to bring additional lands located in Oscola County, Michigan, 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 and assigns, to make the proposed additions or to adhere to the scheme in any subsequent development of the land described herein. In no event, however, shall such supplementary Declaration revoke, modify or add to the Covenants established by this Declaration within the existing property.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

#### Section 1. Membership

Every person or entity who holds any equitable interest, including the Developer, in any lot or lots included within "The Properties" as herein defined, whether as land contract vendee or fee holder being subject to these covenants, shall be a member of the Association provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

#### Section 2. Voting Rights.

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 above. When more than one person holds such interest or interests in any lot in said Properties, all such persons shall be members and

the vote for each such Lot shall be exercised as they among themselves determine. Each member shall be entitled to one vote for each lot that he owns or in which he owns in fee or in which he has an interest as a land contract purchaser.

#### ARTICLE IV

##### PROPERTY RIGHTS IN THE COMMON PROPERTIES AND PARKS

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

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

###### Section 2. Title to Common Properties.

The Developer shall retain the legal title to the Common Properties but not longer than such time as it has sold 90% of the lots in the Properties including all additions thereto and the aggregate of the outstanding balances of the sales price therefor has been reduced to 80% thereof, but not later than five (5) years from the date of the recording of this document, when Developer shall convey to the Association such Common Properties with all improvements thereon.

**Section 3. Extent of Members' Easements.** The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the rights of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and

(b) 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.

#### 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 or charges; (2) The annual 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 be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

###### Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties 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.

###### Section 3. Basis and Amount of Annual Assessments.

The annual assessment shall be \$15.00 per each Original Lot sold by Developer, its representatives or assigns, by Land Contract or Deed and the assessment shall be distributed evenly against each Original Lot, provided that in cases where an Owner owns more than one lot, the assessment for the first lot owned shall be \$15.00, but each additional lot shall bear an annual assessment of \$10.00. From all such assessments, the association shall pay for the cost of the maintenance of parks, equipment, general upkeep of the Rose Lake Forest area, management and operation thereof. In no event shall any assessment or charge or special assessment as provided below be levied against or be due from Developer for any lots owned by it, or otherwise.

###### Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year on each Original Lot sold by the Developer, its representatives or assigns, a special assessment, applicable to that year only, for

the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, 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.

**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 percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement as set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half 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, 1971. The Assessment for each succeeding year shall become due and payable on the first day of April of each year. No adjustments or prorations of assessments shall be made by the Association. For purposes of levying the assessment, assessments shall be considered as paid in advance and shall be levied against any Original Lot 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 management, affairs and policies of the Association shall be vested in the Board of Directors, each of whom must be a member of the Association in good standing. The number of Directors shall be not more than eighteen and not less than six. 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 thereon and cost of collection thereof as hereinafter provided, thereupon becoming 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 six percent (6%) 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 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 owned by the Developer, its successors and assigns, and held by them or any of them for sale or resale, including any lots which may have been reacquired by the Developer.

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

**ARTICLE VI**

**MOBILE HOMES, CAMPERS & TRAILERS, FENCES AND MISCELLANEOUS**

**Section 1.** All Mobile Homes, when placed on an Original Lot, shall be considered permanent and shall meet the following requirements:

- (a) All shall have tongues removed or covered in a decorative manner.
- (b) All shall be immediately placed on a foundation or skirted.
- (c) All that are less than 12 x 60 feet in size must be dark brown or forest green in color.
- (d) There shall be no addition to mobile homes except porch, patio or equipment manufactured by the manufacturer of the mobile home in question.
- (e) Mobile home location on the lot must comply with Article VII, Section 3, in addition to which it must be placed length

wise on the lot in a position of not over 45 degrees from perpendicular to the road at the front lot line, unless otherwise approved in writing by the Association.

**Section 2.** All Campers, Trailers, Camper-Trailers, Tents and Camping Equipment, may be used as temporary dwelling on lots, so long as:

- (a) Local and State sanitary and health laws are observed.
- (b) All Utility connections are temporary.
- (c) The manufacture of all such equipment was intended for camping.

**Section 3.** No converted trucks, buses or vehicles other than those whose manufacture was intended for camping shall be allowed on the properties.

**Section 4.** All Fences shall be erected at least 75 feet back from the front lot line and 20 feet from the side lot line in the event of a corner lot.

- (a) All fences shall be made of wood or of material to lend harmony to the topography of the surrounding landscape such as shrubs or hedges.
- (b) No fence is to be over 36 inches in height.

**Section 5.** No platted lot shall be further subdivided.

**ARTICLE VII**

**BUILDING AND USE LIMITATIONS**

**Section 1.** All lots not otherwise specifically designated upon a recorded plat or recorded Declaration by Developer shall be used for residential purposes only, and no business, commercial or manufacturing enterprise shall be conducted on said premises. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not exceeding two and one-half stories in height, and one private garage or tool shed, or combination garage and boathouse for family automobiles and boats, in keeping with the dwelling so erected.

**Section 2.** No basement, shack garage, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any structure or building in the process of construction, be used as a residence.

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

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

No "For Sale" sign or advertising device of any kind shall be erected on any lot except on a new residence previously unoccupied which is offered by the developer or builder. Encroachment upon any lot for removal of such violation shall not be regarded as trespass.

The outside finishing of all buildings must be completed within one (1) year after construction has started, and no asphalt shingles, imitation brick, building paper, insulation board or sheathing or similar non-exterior materials shall be used for the exterior finish of any such building; exterior finish shall be wood, asbestos shingles, siding, logs, brick, stone or concrete.

Every dwelling house shall have not less than 720 square feet of enclosed living space exclusive of porches, breezeways, carports, patio, pool areas, garages and other accessory uses.

**Section 3. Building, Mobile Home or Camping Location.** No building, mobile home, camper unit or tent shall be located on any property nearer than 75 feet to the front property line or nearer than 50 feet on any side street line. No building, mobile home, camper unit or tent shall be located nearer than 10 percent to the width of the property on which such building, mobile home, camper unit or tent is to be placed to any side-line except that a three foot minimum side yard shall be permitted for a garage or other permitted accessory building which is located toward the rear of the property. For the purposes of this Covenant, caves, 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.** Each permanent residence shall maintain only inside sanitary toilets with septic tanks and drain fields or dry well installations meeting the requirements of the Michigan State Board of Health.

Any owner of real property in plats of Rose Lake Forest shall have the right to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any covenant contained herein, either to prevent him or them from doing so or to recover damages or other dues for such violations. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

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

**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 and subject to this Declaration, 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 of the lots, subject to this Declaration, indicating all lots it any still owned by the Developer or its successors or assigns, 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 five year period 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 member or owner on the records of the Association at the time of such mailing.

**Section 3. Enforcement.** Enforcement of these covenants and restrictions shall be by any proceeding at law or an 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 hereafter.



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DATED - ll'obrwu-y 21, 1972.

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Thb inatrwo.mt drattod b;r All.an D. Wood,  
240.5 11, llaln, R07al Oak, H1chi 4807S

RESTRICTIONS TO "ROSE LAKE FOREST"  
ROSE LAKE TOWNSHIP, OSCEOLA COUNTY, MICHIGAN

Prior to construction of a dwelling or the installation of a mobile home on any lot within the plat of "Rose Lake Forest," the owner must obtain a Permit for Septic Installation from the Central Michigan Health Department, which is the final authority in determining location and specifications for individual septic systems.

Dated this: 29<sup>TH</sup> day of OCTOBER 1973

Signed in the presence of:

Signed by:

Charles V. Rambeau  
Charles V. Rambeau

Allan D. Wood  
Allan D. Wood

Rollene A. Girdley  
Rollene A. Girdley

Lydia E. Wood  
Lydia E. Wood

(JEFFREY CRAFT) Jeffrey Craft

Theodore J. Bacalis  
Theodore J. Bacalis

(MICHAEL C CRAFT) Michael C. Craft

Eleanor M. Bacalis  
Eleanor M. Bacalis

STATE OF MICHIGAN )  
County of OAKLAND ) ss.

The foregoing instrument was acknowledged before me this

29<sup>TH</sup> day of OCTOBER, 1973 by

ALLAN D. WOOD AND LYDIA E. WOOD, THEODORE J. BACALIS  
AND ELEANOR M. BACALIS

Charles V. Rambeau  
CHARLES V. RAMBEAU Notary Public,  
OAKLAND County, Michigan

My Commission expires

OCT. 18 TH. 1974

LIBER 310 PAGE 534

RESTRICTION ON "ROSE LAKE FOREST"  
ROSE LAKE TOWNSHIP, OSCEOLA COUNTY, MICHIGAN

No street light or mercury light shall be installed or erected on any lot within the plat of "Rose Lake Forest." Flood lights, if installed, shall be installed in such a manner that the light does not illuminate areas other than that owned by the lot owner making such installation.

Dated this 29<sup>TH</sup> day of OCTOBER, 1973

Signed in the presence of:

Signed by:

Charles V. Rambeau  
Charles V. Rambeau

Allan D. Wood  
Allan D. Wood

Rollene A. Girdley  
Rollene A. Girdley

Lydia E. Wood  
Lydia E. Wood

(JEFFREY CRAFT) Jeffrey Craft

Theodore J. Bacalis

(MICHAEL C. CRAFT) Michael C. Craft

Eleanor M. Bacalis

STATE OF MICHIGAN )  
COUNTY OF OAKLAND ) ss.

Eleanor M. Bacalis

The foregoing instrument was acknowledged before me this  
29<sup>TH</sup> day of OCTOBER, 1973 by Allan D. Wood and  
Lydia E. Wood, Theodore J. Bacalis, and Eleanor M. Bacalis.

Charles V. Rambeau  
Charles V. Rambeau, Notary Public,  
Oakland County, Michigan

My Commission expires October 18, 1974

This instrument drafted by Allan D. Wood, 2405 N. Main,  
Royal Oak, Michigan

9:00 A.M.  
Register

ADDENDUM TO RESTRICTIONS

To Whom It May Concern:

Health Department restrictions for lots 53, 54, 55, 77, 91

as recorded in Register of Deeds Office Osceola County, liber 310,

page 483, are no longer pertinent to the development of Rose Lake

Forest

The Central Michigan District Health Department as the controlling authority in this matter, hereby releases the above named restriction.

The Central Michigan District Health Department

Date 3/1/78

Signature Michael Ulrich R.S.  
Michael Ulrich

Subscribed and sworn to before me this 1st day of March 1978.

Linda Backus Notary Public, Osceola County Michigan

My commission expires 1/14/80.

# HEALTH RESTRICTIONS FOR " ROSE LAKE FOREST "

Being part of the East 1/4 of Sec. 5,

T 19 N, R 9 W, Rose Lake Township,

Oscoda County, Michigan

- (1) No person shall begin construction of or make major repair to any septic tank, septic toilet or sub-surface disposal system until the owner or his representative has made application to the Central Michigan District Health Department, Reed City, Michigan.
- (2) Sewage disposal systems shall be constructed on all lots in the location which has been indicated by the designer on the preliminary plat.
- (3) Lots 53, 54, 55, 77 and 91 cannot be built upon or sewage systems installed until such lots are developed to the satisfaction of the Central Michigan District Health Department, Reed City, Michigan.
- (4) Each Well drilled in this plat must pass through a clay layer before a water aquifer is used.

Witness

Wayne R. Vieira  
WAYNE R. VIEIRA  
Charles V. Rambeau  
CHARLES V. RAMBEAU  
Michael C. Craft  
MICHAEL C. CRAFT  
Jeffrey A. Craft  
JEFFREY A. CRAFT

By:

Allan D. Wood  
Allan D. Wood  
Lydia E. Wood  
Lydia E. Wood  
Theodore J. Bacalis  
Theodore J. Bacalis  
Eleanor H. Bacalis  
Eleanor H. Bacalis

STATE OF MICHIGAN }  
COUNTY OF OAKLAND } SS

On this 26<sup>TH</sup> day of NOVEMBER, 1973, before me, a Notary Public in and for said County personally appeared Allan D. Wood and Lydia E. Wood and Theodore J. Bacalis and Eleanor H. Bacalis, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public Charles V. Rambeau Oakland County, Michigan  
Charles V. Rambeau

My Commission Expires October 18, 1974

.....  
Approved as to form & content  
12/3/73 Michael Ulrich A.S.  
Date Michael Ulrich, Environmentalist  
Central Michigan District Health Department  
Reed City, Michigan

Received 31st  
REGISTER'S OFFICE ) SS Day of Jan 19 74  
OSCEOLA CO. MICH. ) At 3:00 P.M.  
Elna C. Edstrom Registrar

*Elva C. Edstrom* Register

Amendment to Declaration of Restrictive Covenants by  
Pine River Timber Co., whose address is 124-1/2 North  
Mitchell, Cadillac, Michigan

The land affected by the following Amendment is all of that  
land which comprises the East 1/2 of Section 5, Rose Lake Town-  
ship, Osceola County, Michigan.

KNOW ALL MEN BY THESE PRESENTS: That the Pine River Timber  
Co., a Michigan Corporation, its successors and assigns, hereby  
waive and relinquish any right of exemption it may have under  
Article V, Section II(d) of the Declaration of Restrictive  
Covenants.

Dated at Flint, Michigan, this 20th day of April, 1976.

WITNESS:

*Roger C. Covert*  
Roger C. Covert

*Allan D. Wood*  
Allan D. Wood, President  
Pine River Timber Company,  
a Michigan Corporation

*Lorna J. Covert*  
Lorna J. Covert

STATE OF MICHIGAN)

) ss

COUNTY OF GENESEE)

On this 20th day of April, 1976, before me, a Notary Public  
for the County of Oakland acting in the County of Genesee, person-  
ally appeared Allan D. Wood, to me personally known, who, being  
by my duly sworn did say that he is the President of Pine River  
Timber Company, a Michigan 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 said corpor-  
ation by authority of its board of directors; and said Allan D. Wood  
acknowledged said instrument to be the free act and deed of said  
corporation.

*Roger C. Covert*  
Roger C. Covert, Notary Public  
Oakland County, acting in Genesee  
My Commission Expires: 5-4-76

REGISTER'S OFFICE  
OSCEOLA CO. MICH.

Received 5th

SS Day of May 1976

At 9:00 A.M.

*Elna C. Edstrom* Register







HEALTH RESTRICTIONS FOR "EAST ROSE LAKE FOREST"

Being part of the East 1/2 of Sec. 5,

T 19 N, R 9 W, Rose Lake Township,

Osceola County, Michigan.

LIBER 310 PAGE 484

- (1) No person shall begin construction of or make major repair to any septic tank, septic toilet or sub-surface disposal system until the owner or his representative has made application to the Central Michigan District Health Department, Reed City, Michigan.
- (2) Sewage disposal systems shall be constructed on all lots in the locations which have been indicated by the designer on the preliminary plat.
- (3) Lots 9, 19, 20 and 52 cannot be sold or conveyed for development until such lots are developed to the satisfaction of the Central Michigan District Health Department, Reed City, Michigan.
- (4) Each well drilled in this plat must pass through a clay layer before a water aquifer is used.

Witness:

Wayne R. Vieira  
WAYNE R. VIEIRA  
Charles V. Rambeau  
CHARLES V. RAMBEAU

By:

Allan D. Weed  
Allan D. Weed  
Lydia E. Weed  
Lydia E. Weed

STATE OF MICHIGAN }  
COUNTY OF OAKLAND } SS

On this 26<sup>TH</sup> day of NOVEMBER, 1973, before me, a Notary Public in and for said County personally appeared Allan D. Weed and Lydia E. Weed, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public Charles V. Rambeau Oakland County, Michigan  
Charles V. Rambeau

My Commission Expires October 18, 1974

The above stated health restrictions are hereby approved by the Central Michigan District Health Department, Reed City, Michigan.

12/3/73  
Date  
Michael Ulrich  
Michael Ulrich, Environmentalist  
Central Michigan District Health Department  
Reed City, Michigan

Received 31st  
REGISTER'S OFFICE ) SS Day of Jan 19 74  
OSCEOLA CO. MICH.  
At 3:00 P.M.  
Elva C. Edstrom Register

MAR 13th  
REGISTER'S OFFICE  
OSCEOLA COUNTY MICH  
Mar 78  
9:00 A.M.

## ADDENDUM TO RESTRICTIONS

To Whom It May Concern:

Health Department restrictions for lots 9, 19, 20, 52  
as recorded in Register of Deeds Office Osceola County, liber 310,  
page 484, are no longer pertinent to the development of East Rose Lake  
Forest

The Central Michigan District Health Department as the controlling authority in this  
matter, hereby releases the above named restriction.

The Central Michigan District Health Department  
Date 3/1/78 Signature Michael Ulrich AS.  
Michael Ulrich

Subscribed and sworn to before me this 1st day of March 1978.

Linda Backus Notary Public, Osceola County Michigan  
Linda Backus

My commission expires 1/14/80.

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,

Edward M. Knabusch, and his wife Henrietta Knabusch; and  
Allan D. Wood, and his wife Lydia E. Wood, 2405 MAIN ST.

ROYAL OAK, MICH.

being the present owners of the following described property  
in the Township of Rose Lake, Osceola County, Michigan, to wit:

All the land in the plat of "EAST ROSE LAKE FOREST," according  
to the plat thereof.

#### WITNESSETH:

WHEREAS, Developer is the land contract purchaser of real property described in Article II of this Declaration and desires to create thereon a residential community with 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 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 collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer shall cause to be incorporated under the laws of the State of Michigan, as a non-profit corporation,

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:

310 REC 536  
LRR  
(a) "Association" shall mean and refer to the Rose Lake Forest Property Owners Association.

(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.

(d) "Original Lot" shall mean and refer to any lot or plat of land shown upon any original recorded and subdivision map of The Properties after the same has been sold by the Developer, or its representatives or assigns, by land contract or by deed but shall not include Common Properties as heretofore defined or any lot that the Developer has sold, in which the contract becomes default by the purchaser and that the Developer or its assigns takes back for resale.

(e) "Owner" shall mean and refer to the equitable owner whether one or more persons or entities holding any original lot situated upon The Properties whether such ownership be in fee simple title or as land contract vendee, notwithstanding any applicable theory of the mortgage, shall not 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.

(g) "Front Lot Line" shall mean and refer to that side of the lot that touches the county road; in the event that the lot is a corner lot, it shall mean and refer to the shortest side of the lot that touches the county road.

#### 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 the Township of Rose Lake,

Osceola County, Michigan and is more particularly described as follows:

##### ROSE LAKE FOREST

being a subdivision part of Section 8, Township 19 North, Range 9 West, Rose Lake Township, Osceola County, Michigan

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

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

The Developer, its successors and assigns, shall have the right to bring additional lands located in Osceola County, Michigan, 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 and assigns, to make the proposed additions or to adhere to the scheme in any subsequent development of the land described herein. In no event, however, shall such supplementary Declaration revoke, modify or add to the Covenants established by this Declaration within the existing property.

#### ARTICLE III

##### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

###### Section 1. Membership

Every person or entity who holds any equitable interest, including the Developer, in any lot or lots included within "The Properties" as herein defined, whether as land contract vendee or fee holder being subject to these covenants, shall be a member of the Association provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

###### Section 2. Voting Rights.

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 above. When more than one person holds such interest or interests in any lot in said Properties, all such persons shall be members and

the vote for each such Lot shall be exercised as they among themselves determine. Each member shall be entitled to one vote for each lot that he owns or in which he owns in fee or in which he has an interest as a land contract purchaser.

#### ARTICLE IV

##### PROPERTY RIGHTS IN THE COMMON PROPERTIES AND PARKS

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

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

###### Section 2. Title to Common Properties.

The Developer shall retain the legal title to the Common Properties but not longer than such time as it has sold 90% of the lots in the Properties including all additions thereto and the aggregate of the outstanding balances of the sales prices thereof has been reduced to 80% thereof, but not later than five (5) years from the date of the recording of this document, when Developer shall convey to the Association such Common Properties with all improvements thereon.

**Section 3. Extent of Members' Easements.** The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the rights of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and

(b) 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.

#### 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 or charges; (2) The annual 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 be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

###### Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties 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.

###### Section 3. Basis and Amount of Annual Assessments.

The annual assessment shall be \$15.00 per each Original Lot sold by Developer, its representatives or assigns, by Land Contract or Deed and the assessment shall be distributed evenly against each Original Lot, provided that in cases where an Owner owns more than one lot, the assessment for the first lot owned shall be \$15.00, but each additional lot shall bear an annual assessment of \$10.00. From all such assessments, the association shall pay for the cost of the maintenance of parks, equipment, general upkeep of the Rose Lake Forest area, management and operation thereof. In no event shall any assessment or charge or special assessment as provided below be levied against or be due from Developer for any lots owned by it, or otherwise.

###### Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year on each Original Lot sold by the Developer, its representatives or assigns, a special assessment, applicable to that year only, for

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the purpose of delaying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of 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.

**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 percent (60%) of all votes of the members, shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement as set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half 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 assessment provided for herein shall commence on the first day of April, 1971. The Assessment for each succeeding year shall become due and payable on the first day of April of each year. No adjustments or provisions of assessments shall be made by the Association. For purposes of levying the assessment, assessments shall be considered as paid in advance and shall be levied against any Original Lot which is subject to this Declaration or Supplementary Declarations. The due date of any special assessment under Section 4 hereof shall

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be fixed in the Resolution authorizing such assessment.  
**Section 8. Duties of the Board of Directors.** The management, affairs and policies of the Association shall be vested in the Board of Directors, each of whom must be a member of the Association in good standing. The number of Directors shall be not more than eighteen and not less than six. 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 rosters 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.** Remedies of Association, if the assessments are not paid on the date when due (being the date specified in Section 7 hereof), then thereon and cost of collection thereof as hereinafter provided, thereupon becoming 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 six percent (6%) 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 interest and the cost of preparing and filing Complaint in such action and in the event that 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.

ARTICLE VI  
MOBILE HOMES, CAMPERS & TRAILERS, FENCES  
AND MISCELLANEOUS

## ARTICLE VII

## BUILDING AND USE LIMITATIONS

Section 1. All Mobile Homes, when placed on an Original lot, shall be considered permanent and shall meet the following requirements:

- (a) All lot shall have no fences removed or covered in a decorative manner.
- (b) All shall be immediately placed on a foundation or structure.
- (c) All lot less than 12 x 60 feet in size must be dark brown or forest green in color.
- (d) There shall be no addition to mobile homes except porch, patio or equipment manufactured by the manufacturer.
- (e) Mobile home location on the lot must comply with Article VII, Section 3, in addition to which it must be placed lengthwise.

**(Section 10.)** Subordination of the Lien to Mortgage.

The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage or mortgage now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the extent of such payment due and unpaid prior to a sale or other proceeding in lieu of foreclosure, such sale or other proceeding pursuant to a decree of foreclosure, or any other proceeding in which the property is sold or otherwise disposed of by the court or a public officer authorized to sell real estate in lieu of foreclosure. Such sales or other proceedings shall not relieve said property from liability for any assessments thereafter becoming due, nor from the lien of any assessments thereon.

**(Section 11.) Exempt Property.**

The following property:

(a) all properties to the extent of any assessed indebtedness incurred from the assessment, charges and fees created hereby;

(b) all properties to the extent of any assessed indebtedness advanced to public use; (c) all Common Properties as defined by Article I, Section 1 hereof; (d) all properties exempted from taxation by the laws of the State of Michigan upon the terms set forth in the Michigan Tax Code; (e) all properties owned by them or any of them for sale or resale, including any lots or parcels may have been reacquired by the Developer.

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



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

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

No "For Sale" sign or advertising device of any kind shall be erected on any lot except on a new residence previously unoccupied which is offered by the developer or builder. Entrance upon any lot for removal of such violation shall not be regarded as trespass.

The outside finishing of all buildings must be completed within one (1) year after construction has started, and no asphalt shingles, imitation brick, building paper, insulation board or sheathing or similar non-exterior materials shall be used for the exterior finish of any such building; exterior finish shall be wood, asbestos shingles, siding, logs, brick, stone or concrete.

Every dwelling house shall have not less than 720 square feet of enclosed living space exclusive of porches, breezeways, carports, patios, pool areas, garages and other accessory uses.

**Section 3. Building, Mobile Home or Camping Location.** No building, mobile home, camper unit or tent shall be located on any property nearer than 75 feet to the front property line or nearer than 20 feet on any side street line. No building, mobile home, camper unit or tent shall be located nearer than 10 percent to the width of the property on which such building, mobile home, camper unit or tent is to be placed to any sideline, except that a three foot minimum side yard shall be permitted for a garage or other permitted accessory building which is located toward the rear of the property. For the purposes of this Covenant, caves, 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.** Each permanent residence shall maintain only inside sanitary toilets with septic tanks and drain fields or dry well installations meeting the requirements of the Michigan State Board of Health.

Any owner of real property in plats of Rose Lake Forest shall have the right to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any covenant contained herein, either to prevent him or them from doing so or to recover damages or other dues for such violations. Invalidity of any one of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

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

**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 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 of the lots, subject to this Declaration, including all lots if any still owned by the Developer or its successors or assigns, 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 member or owner on the records of the Association at the time of such mailing.

**Section 3. Enforcement.** Enforcement of these covenants and restrictions shall be by any proceeding at law or an equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or 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.

DATED - February 21, 1972.

Witnesses:

Stanley J. Newton Edward M. Knabusch  
Robert S. Feeley Henrietta Knabusch  
Rallene Girdley Allan D. Wood  
Charles V. Rambeau Lydia E. Wood

On this 21st day of February, A.D. 1972, before me personally appeared Edward M. Knabusch, Henrietta Knabusch, Allan D. Wood and Lydia E. Wood to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Charles V. Rambeau  
Charles V. Rambeau  
NOTARY PUBLIC  
Oakland County, Michigan  
My Commission Expires  
October 18, 1974.

This instrument drafted by Allan D. Wood,  
2405 N. Main, Royal Oak, Michigan 48073

RESTRICTION ON "EAST ROSE LAKE FOREST"  
ROSE LAKE TOWNSHIP, OSCEOLA COUNTY, MICHIGAN

No street light or mercury light shall be installed or erected on any lot within the plat of "East Rose Lake Forest." Flood lights, if installed, shall be installed in such a manner that the light does not illuminate areas other than that owned by the lot owner making such installation.

Dated this 29<sup>TH</sup> day of OCTOBER, 1973.

Signed in the presence of:

Charles V. Rambeau  
Charles V. Rambeau  
Rollene A. Girdley  
Rollene A. Girdley

Allan D. Wood  
Allan D. Wood  
Lydia E. Wood  
Lydia E. Wood

STATE OF MICHIGAN )  
COUNTY OF OAKLAND ) ss.

The foregoing instrument was acknowledged before me this  
29<sup>TH</sup> day of OCTOBER, 1973 by Allan D. Wood and  
Lydia E. Wood

Charles V. Rambeau  
Charles V. Rambeau, Notary Public,  
Oakland County, Michigan

My Commission expires October 18, 1974

This instrument drafted by Allan D. Wood, 2405 N. Main,  
Royal Oak, Michigan

RESTRICTIONS TO "EAST ROSE LAKE FOREST"  
ROSE LAKE TOWNSHIP, OSCEOLA COUNTY, MICHIGAN

Prior to construction of a dwelling or the installation of a mobile home on any lot within the plat of "EAST ROSE LAKE FOREST" the owner must obtain a Permit for Septic Installation from the Central Michigan Health Department, which is the final authority in determining location and specifications for individual septic systems.

Dated this 29<sup>TH</sup> day of OCTOBER 1973

Signed in the presence of:

Charles V. Rambeau  
Charles V. Rambeau  
Rolene A. Girdley  
Rolene A. Girdley

Signed by:

Allan D. Wood  
Allan D. Wood  
Lydia E. Wood  
Lydia E. Wood

STATE OF MICHIGAN )  
County of OAKLAND ) ss.

The foregoing instrument was acknowledged before me this  
29<sup>TH</sup> day of OCTOBER, 1973 by  
ALLAN D. WOOD AND LYDIA E. WOOD

Charles V. Rambeau  
CHARLES V. RAMBEAU Notary Public,  
OAKLAND County, Michigan

My Commission expires

OCT. 18TH 19 74

Received 1st  
REGISTER'S OFFICE ) SS Day of Feb 19 74  
OSCEOLA CO. MICH. ) At 11:00 a.m.  
Elna C. Edstrom Register

LIBER 310 PAGE 543



KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,

Edward M. Knabusch, and his wife Henrietta Knabusch; and  
Allan D. Wood, and his wife Lydia E. Wood,

being the present owners of the following described property  
in the Township of Rose Lake, Osceola County, Michigan, to wit:

All the land in the plat of "NORTH ROSE LAKE FOREST,"  
according to the plat thereof.

WITNESSETH:

WHEREAS, Developer is the land contract purchaser of real property described in Article II of this Declaration and desires to create thereon a residential community with 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 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 collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer shall cause to be incorporated under the laws of the State of Michigan, as a non-profit corporation,

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 Rose Lake Forest Property Owners Association.

(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.

(d) "Original Lot" shall mean and refer to any lot or plat of land shown upon any original recorded and subdivision map of The Properties after the same has been sold by the Developer, or its representatives or assigns, by land contract or by deed but shall not include Common Properties as heretofore defined or any lot that the Developer has sold in which the contract becomes default by the purchaser and that the Developer or its assigns takes back for resale.

(e) "Owner" shall mean and refer to the equitable owner whether one or more persons or entities holding any original lot situated upon The Properties whether such ownership be in fee simple title or as land contract vendee, notwithstanding any applicable theory of the mortgage, shall not 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.

(g) "Front Lot Line" shall mean and refer to that side of the lot that touches the county road; in the event that the lot is a corner lot, it shall mean and refer to the shortest side of the lot that touches the county road.

## 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 the Township of Rose Lake,

Oscola County, Michigan and is more particularly described as follows:

#### ROSE LAKE FOREST

being a subdivision part of Section 5, Township 19 North, Range 9 West, Rose Lake Township, Oscola County, Michigan

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

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

The Developer, its successors and assigns, shall have the right to bring additional lands located in Oscola County, Michigan, 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 and assigns, to make the proposed additions or to adhere to the scheme in any subsequent development of the land described herein. In no event, however, shall such supplementary Declaration revoke, modify or add to the Covenants established by this Declaration within the existing property.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

#### Section 1. Membership

Every person or entity who holds any equitable interest, including the Developer, in any lot or lots included within "The Properties" as herein defined, whether as land contract vendee or fee holder being subject to these covenants, shall be a member of the Association provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

#### Section 2. Voting Rights.

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 above. When more than one person holds such interest or interests in any lot in said Properties, all such persons shall be members and

the vote for each such Lot shall be exercised as they among themselves determine. Each member shall be entitled to one vote for each lot that he owns or in which he owns in fee or in which he has an interest as a land contract purchaser.

#### ARTICLE IV

##### PROPERTY RIGHTS IN THE COMMON PROPERTIES AND PARKS

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

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

###### Section 2. Title to Common Properties.

The Developer shall retain the legal title to the Common Properties but not longer than such time as it has sold 90% of the lots in the Properties including all additions thereto and the aggregate of the outstanding balances of the sales prices therefor has been reduced to 80% thereof, but not later than five (5) years from the date of the recording of this document, when Developer shall convey to the Association such Common Properties with all improvements thereon.

**Section 3. Extent of Members' Easements.** The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the rights of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and

(b) 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.

#### 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 or charges; (2) The annual 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 be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

###### Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties 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.

###### Section 3. Basis and Amount of Annual Assessments.

The annual assessment shall be \$15.00 per each Original Lot sold by Developer, its representatives or assigns, by Land Contract or Deed and the assessment shall be distributed evenly against each Original Lot, provided that in cases where an Owner owns more than one lot, the assessment for the first lot owned shall be \$15.00, but each additional lot shall bear an annual assessment of \$10.00. From all such assessments, the association shall pay for the cost of the maintenance of parks, equipment, general upkeep of the Rose Lake Forest area, management and operation thereof. In no event shall any assessment or charge or special assessment as provided below be levied against or be due from Developer for any lots owned by it, or otherwise.

###### Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year on each Original Lot sold by the Developer, its representatives or assigns, a special assessment, applicable to that year only, for



the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, 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.

**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 percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement as set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half 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, 1971. The Assessment for each succeeding year shall become due and payable on the first day of April of each year. No adjustments or prorations of assessments shall be made by the Association. For purposes of levying the assessment, assessments shall be considered as paid in advance and shall be levied against any Original Lot which is subject to this Declaration or Supplementary Declarations. The due date of any special assessment under Section 8 hereof shall

be fixed in the Resolution authorizing such assessment.

**Section 8. Duties of the Board of Directors.** The management, affairs and policies of the Association shall be vested in the Board of Directors, each of whom must be a member of the Association in good standing. The number of Directors shall be not more than eighteen and not less than six. 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 date specified in Section 7 hereof), then thereon and cost of collection thereof as hereinafter provided, thereupon becoming 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 six percent (6%) 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 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.

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**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 owned by the Developer, its successors and assigns, and held by them or any of them for sale or resale, including any lots which may have been reacquired by the Developer.

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

**ARTICLE VI**

**MOBILE HOMES, CAMPERS & TRAILERS, FENCES AND MISCELLANEOUS**

**Section 1.** All Mobile Homes, when placed on an Original Lot, shall be considered permanent and shall meet the following requirements:

(a) All shall have tongues removed or covered in a decorative manner.

(b) All shall be immediately placed on a foundation or skirted.

(c) All that are less than 12 x 60 feet in size must be dark brown or forest green in color.

(d) There shall be no addition to mobile homes except porch, patio or equipment manufactured by the manufacturer of the mobile home in question.

(e) Mobile home location on the lot must comply with Article VII, Section 3, in addition to which it must be placed length

wise on the lot in a position of not over 45 degrees from perpendicular to the road at the front lot line, unless otherwise approved in writing by the Association.

**Section 2.** All Campers, Trailers, Camper-Trailers, Tents and Camping Equipment, may be used as temporary dwelling on lots, so long as:

(a) Local and State sanitary and health laws are observed.

(b) All Utility connections are temporary.

(c) The manufacture of all such equipment was intended for camping.

**Section 3.** No converted trucks, buses or vehicles other than those whose manufacture was intended for camping shall be allowed on the properties.

**Section 4.** All Fences shall be erected at least 75 feet back from the front lot line and 20 feet from the side lot line in the event of a corner lot.

(a) All fences shall be made of wood or of material to lend harmony to the topography of the surrounding landscape such as shrubs or hedges.

(b) No fence is to be over 36 inches in height.

**Section 5.** No platted lot shall be further subdivided.

**ARTICLE VII**

**BUILDING AND USE LIMITATIONS**

**Section 1.** All lots not otherwise specifically designated upon a recorded plat or recorded Declaration by Developer shall be used for residential purposes only, and no business, commercial or manufacturing enterprise shall be conducted on said premises. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not exceeding two and one-half stories in height, and one private garage or tool shed, or combination garage and boathouse for family automobiles and boats, in keeping with the dwelling so erected.

**Section 2.** No basement, shack garage, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any structure or building in the process of construction, be used as a residence.

Section 4. Each permanent residence shall maintain only inside sanitary toilets with septic tanks and drain fields or dry well installations meeting the requirements of the Michigan State Board of Health.

Section 3. Building, Mobile Home or Camping Location. No building, mobile home, camper unit or tent shall be located on any property nearer than 75 feet to the front property line or nearer than 20 feet on any side street line. No building, mobile home, camper unit or tent shall be located nearer than 10 percent to the width of the property on which such building, mobile home, camper unit or tent is to be placed to any adjoining lot. For the purpose of this building which is located toward the rear of the property 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.

Every dwelling house shall have not less than 720 square feet of enclosed living space exclusive of porches, breezeways, carports, patios, pool areas, garages and other accessory uses. No building, mobile home, camper unit or tent shall be located on any property nearer than 75 feet to the front property line or nearer than 20 feet on any side street line. No building, mobile home, camper unit or tent shall be located nearer than 10 percent to the width of the property on which such building, mobile home, camper unit or tent is to be placed to any adjoining lot. For the purpose of this building which is located toward the rear of the property 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.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No "For Sale" sign or advertising device of any kind shall be erected on any lot except on a new residence previously occupied which is offered by the developer or builder. Entrance upon any lot for removal of such violation shall not be regarded as trespass.

Section 2. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or an equity against any person or persons violating or attempting to violate any covenants, or restriction, or attempting to violate or re-cover 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 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 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 of the lot, subject to this Declaration, including all lots it may still owned by the Developer or its successors or assigns, 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 within (5) 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 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 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 of the lot, subject to this Declaration, including all lots it may still owned by the Developer or its successors or assigns, 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 within (5) 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.

The foregoing Building and Use Limitations shall not apply to the Common Properties. The Common Properties shall remain in full force and effect, which shall remain in full force and effect. Any owner of real property in plats of Rose Lake Forest shall have the right to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any covenants contained herein, either to prevent him or them from doing so or to recover damages or other dues for such violations. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 4. Severability. Invalidity 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.

DATED - FEBRUARY 21, 1972.

Witnesses:

Stanley J. Newton

Edward M. Knabusch  
Edward M. Knabusch

Robert S. Feeley

Henrietta Knabusch  
Henrietta Knabusch

Rollene Girdley

Allan D. Wood  
Allan D. Wood

Charles V. Rambeau

Lydia E. Wood  
Lydia E. Wood

RECORDED - 17th JULY 1972  
3:00 o'clock p.m.

298 REC 1/5

On this 21st day of February, A.D. 1972, before me personally appeared Edward M. Knabusch, Henrietta Knabusch, Allan D. Wood and Lydia E. Wood to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Charles V. Rambeau  
CHARLES V. RAMBEAU NOTARY PUBLIC  
OAKLAND COUNTY, MICHIGAN  
MY COMMISSION EXPIRES OCTOBER 1974

This instrument drafted by Allan D. Wood,  
2405 N. Main, Royal Oak, Michigan 48073

## RESTRICTIONS TO "NORTH ROSE LAKE FOREST"

ROSE LAKE TOWNSHIP, OSCEOLA COUNTY, MICHIGAN

Prior to construction of a dwelling or the installation of a mobile home on any lot within the plat of "North Rose Lake Forest", the owner must obtain a Permit for Septic Installation from the Central Michigan Health Department, which is the final authority in determining location and specifications for individual septic systems.

Dated this 10<sup>th</sup> day of July 1972

Signed in the presence of:

Norma M. Conyell  
~~Norma M. Conyell~~  
Charles V. Rambeau  
 CHARLES V. RAMBEAU

Signed by:

Allan D. Wood  
 ALLAN D. WOOD  
Lydia E. Wood  
 LYDIA E. WOOD

STATE OF MICHIGAN )  
 County of ) ss.

The foregoing instrument was acknowledged before me this  
10<sup>th</sup> day of July, 1972 by ALLAN D.  
WOOD AND LYDIA E. WOOD

Charles V. Rambeau  
Charles V. Rambeau  
 Notary Public,  
 County, Michigan

My Commission expires

Oct. 13<sup>th</sup> 1974

Register's Office { received 17<sup>th</sup>  
 Osceola Co. Mich. { ss day of July, 1972  
 at 3:00 o'clock p.m.

Shirley P. Eckert Register

Register's Office } ss day of July 19 72  
 Osceola Co. Mich. } at 4:30 O'clock p.m.  
*John L. Edstrom* Registrar

RESTRICTION ON "NORTH ROSE LAKE FOREST"

No street light or mercury light shall be installed or erected on any lot within the plat of "North Rose Lake Forest." Flood lights, if installed, shall be installed in such a manner that the light does not illuminate areas other than that owned by the lot owner making such installation.

Dated this 13th day of July, 1972.

Signed in the presence of:

Signed by:

*Wm W Borgstrom*  
 William Borgstrom

*Allan D Wood*  
 Allan D. Wood

*Robert Feeley*  
 Robert Feeley

*Lydia E. Wood*  
 Lydia E. Wood

STATE OF MICHIGAN )  
 COUNTY OF OAKLAND ) ss.

The foregoing instrument was acknowledged before me this 13th day of 1972 by Allan D. Wood and Lydia E. Wood

*Charles V. Rambeau*  
 Charles V. Rambeau, Notary Public,  
 Oakland County, Michigan

My Commission expires October 18, 1974

This instrument drafted by Allan D. Wood, 2405 N. Main,  
 Royal Oak, Michigan



HEALTH RESTRICTIONS FOR " WEST ROSE LAKE FOREST "

Being part of the East  $\frac{1}{2}$  of Sec. 5,

T 19 N, R 9 W, Rose Lake Township,

Osceola County, Michigan

- (1) No person shall begin construction of or make major repair to any septic tank, septic toilet or sub-surface disposal system until the owner or his representative has made application to the Central Michigan District Health Department, Reed City, Michigan.
- (2) Sewage disposal systems shall be constructed on all lots in the locations which have been indicated by the designer on the preliminary plat.
- (3) Each well drilled in this plat must pass through a clay layer before a water aquifer is used.

Witness:

Wayne R. Vieira  
WAYNE R. VIEIRA

Charles V. Rambeau  
CHARLES V. RAMBEAU

By:

Allan D. Weed  
Allan D. Weed

Lydia E. Weed  
Lydia E. Weed

STATE OF MICHIGAN }  
COUNTY OF OAKLAND } SS

On this 26<sup>TH</sup> day of NOVEMBER, 1973, before me, a Notary Public in and for said County personally appeared Allan D. Weed and Lydia E. Weed, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public Charles V. Rambeau Oakland County, Michigan  
Charles V. Rambeau

My Commission Expires October 18, 1974.

.....  
12/3/73 Michael Ulrich  
Date Michael Ulrich, Environmentalist  
Central Michigan District Health Department  
Reed City, Michigan

Received 31st  
REGISTER'S OFFICE ) SS Day of Jan 19 74  
OSCEOLA CO. MICH. ) At 3:00 P.M.  
Elna C. Edstrom Register



KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,

Edward M. Knabusch, and his wife Henrietta Knabusch; and  
Allan D. Wood, and his wife Lydia E. Wood, 2405 MAIN ST.  
ROSELAND, MICH.

being the present owners of the following described property  
in the Township of Rose Lake, Osceola County, Michigan, to wit:

All the land in the plat of "WEST ROSE LAKE FOREST," according  
to the plat thereof.

#### WITNESSETH:

WHEREAS, Developer is the land contract purchaser of real property described in Article II of this Declaration and desires to create thereon a residential community with 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 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 collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer shall cause to be incorporated under the laws of the State of Michigan, as a non-profit corporation,

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 Rose Lake Forest Property Owners Association.

(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.

(d) "Original Lot" shall mean and refer to any lot or plat of land shown upon any original recorded and subdivision map of The Properties after the same has been sold by the Developer, or its representatives or assigns, by land contract or by deed but shall not include Common Properties as heretofore defined or any lot that the Developer has sold in which the contract becomes default by the purchaser and that the Developer or its assigns takes back for resale.

(e) "Owner" shall mean and refer to the equitable owner whether one or more persons or entities holding any original lot situated upon The Properties whether such ownership be in fee simple title or as land contract vendee, notwithstanding any applicable theory of the mortgage, shall not 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.

(g) "Front Lot Line" shall mean and refer to that side of the lot that touches the county road; in the event that the lot is a corner lot, it shall mean and refer to the shortest side of the lot that touches the county road.

## 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 the Township of Rose Lake,

Oscoda County, Michigan and is more particularly described as follows:

#### ROSE LAKE FOREST

being a subdivision part of Section 5, Township 19 North, Range 9 West, Rose Lake Township, Oscoda County, Michigan

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

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

The Developer, its successors and assigns, shall have the right to bring additional lands located in Oscoda County, Michigan, 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 and assigns, to make the proposed additions or to adhere to the scheme in any subsequent development of the land described herein. In no event, however, shall such supplementary Declaration revoke, modify or add to the Covenants established by this Declaration within the existing property.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

#### Section 1. Membership

Every person or entity who holds any equitable interest, including the Developer, in any lot or lots included within "The Properties" as herein defined, whether as land contract vendee or fee holder being subject to these covenants, shall be a member of the Association provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

#### Section 2. Voting Rights.

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 above. When more than one person holds such interest or interests in any lot in said Properties, all such persons shall be members and

the vote for each such Lot shall be exercised as they among themselves determine. Each member shall be entitled to one vote for each lot that he owns or in which he owns in fee or in which he has an interest as a land contract purchaser.

#### ARTICLE IV

##### PROPERTY RIGHTS IN THE COMMON PROPERTIES AND PARKS

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

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

###### Section 2. Title to Common Properties.

The Developer shall retain the legal title to the Common Properties but not longer than such time as it has sold 90% of the lots in the Properties including all additions thereto and the aggregate of the outstanding balances of the sales prices therefor has been reduced to 80% thereof, but not later than five (5) years from the date of the recording of this document, when Developer shall convey to the Association such Common Properties with all improvements thereon.

###### Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the rights of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and

(b) 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.

#### 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 or charges; (2) The annual 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 be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

###### Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties 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.

###### Section 3. Basis and Amount of Annual Assessments.

The annual assessment shall be \$15.00 per each Original Lot sold by Developer, its representatives or assigns, by Land Contract or Deed and the assessment shall be distributed evenly against each Original Lot, provided that in cases where an Owner owns more than one lot, the assessment for the first lot owned shall be \$15.00, but each additional lot shall bear an annual assessment of \$10.00. From all such assessments, the association shall pay for the cost of the maintenance of parks, equipment, general upkeep of the Rose Lake Forest area, management and operation thereof. In no event shall any assessment or charge or special assessment as provided below be levied against or be due from Developer for any lots owned by it, or otherwise.

###### Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year on each Original Lot sold by the Developer, its representatives or assigns, a special assessment, applicable to that year only, for

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the purpose of delaying, in whole or in part, the cost of any continuation or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Property, 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. Changes 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 retroactively 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.

**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 of a majority of the members of the Association shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement as set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half 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.**

The Annual Assessments provided for herein shall commence on the first day of April, 1971. The Assessments for each succeeding year shall become due and payable on the first day of April of each year. No adjustments or provisions of assessments shall be made by the Association. For purposes of levying the assessments, assessments shall be considered as paid in advance and shall be levied against any Original Lot which is subject to this Declaration or Supplementary Declarations. The due date of any special assessment under Section 4 hereof shall be subject to this Declaration or Supplementary Declarations. The

be filed in the Resolution authorizing such assessment.

**Section 8. Duties of the Board of Directors.** The management, affairs and policies of the Association shall be vested in the Board of Directors, each of whom must be a member of the Association in good standing. The number of Directors shall be not more than eighteen and not less than six. The Board of Directors of the Association shall prepare a roster of the property and assessments applicable therein at least thirty (30) days in advance of the 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 Assessments.** The Remedial Obligation of the Owner. The Lien Remedies of Association. If the assessments are not paid on the date when due (being the date specified in Section 7 hereof), then thereon and cost of collection thereof as hereinafter provided, thereupon becoming 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 six percent (6%) per annum and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessments, delinquent interest and the cost of preparing and filing Complaint in such action and in the event that 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 herof; (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 owned by the Developer, its successors and assigns, and held by them or any of them for sale or resale, including any lots which may have been reacquired by the Developer.

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

**ARTICLE VI**

**MOBILE HOMES, CAMPERS & TRAILERS, FENCES  
AND MISCELLANEOUS**

**Section 1.** All Mobile Homes, when placed on an Original Lot, shall be considered permanent and shall meet the following requirements:

- (a) All shall have tongues removed or covered in a decorative manner.
- (b) All shall be immediately placed on a foundation or skirted.
- (c) All that are less than 12 x 60 feet in size must be dark brown or forest green in color.
- (d) There shall be no addition to mobile homes except porch, patio or equipment manufactured by the manufacturer of the mobile home in question.
- (e) Mobile home location on the lot must comply with Article VII, Section 3, in addition to which it must be placed length

wise on the lot in a position of not over 45 degrees from perpendicular to the road at the front lot line, unless otherwise approved in writing by the Association.

**Section 2.** All Campers, Trailers, Camper-Trailers, Tents and Camping Equipment, may be used as temporary dwelling on lots, so long as:

- (a) Local and State sanitary and health laws are observed.
- (b) All utility connections are temporary.
- (c) The manufacture of all such equipment was intended for camping.

**Section 3.** No converted trucks, buses or vehicles other than those whose manufacture was intended for camping shall be allowed on the properties.

**Section 4.** All Fences shall be erected at least 75 feet back from the front lot line and 20 feet from the side lot line in the event of a corner lot.

- (a) All fences shall be made of wood or of material to lend harmony to the topography of the surrounding landscape such as shrubs or hedges.
- (b) No fence is to be over 36 inches in height.

**Section 5.** No platted lot shall be further subdivided.

**ARTICLE VII**

**BUILDING AND USE LIMITATIONS**

**Section 1.** All lots not otherwise specifically designated upon a recorded plat or recorded Declaration by Developer shall be used for residential purposes only, and no business, commercial or manufacturing enterprise shall be conducted on said premises. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not exceeding two and one-half stories in height, and one private garage or tool shed, or combination garage and boathouse for family automobiles and boats, in keeping with the dwelling so erected.

**Section 2.** No basement, shack garage, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any structure or building in the process of construction, be used as a residence.

No animals, livestock or poultry of any kind shall be kept, bred or used on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste that shall not be kept except in a sanitary or temporary manner. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

No "For Sale" sign or advertising device of any kind shall be erected on any lot except on a new residence previously unoccupied which is offered by the developer or builder. No trespass upon any lot for removal of such violation shall not be regarded as trespass.

The outside finishing of all buildings must be completed within one (1) year after construction has started, and no asphalt shingles, insulation, brick, building paper, insulation board or ceiling or finish of any such building exterior finish shall be placed on any lot until the exterior walls are finished. The exterior walls shall be finished with wood, asbestos shingles, siding, logs, brick, stone or concrete.

Every dwelling house shall have not less than 720 square feet of enclosed living space exclusive of porches, breezeways, carports, patios, pool areas, garages and other accessory uses.

**Section 3. Building, Mobile Home or Camping Location.** No building, mobile home, camper unit or tent shall be located on any property nearer than 75 feet to the front property line or nearer than 20 feet on any side street line. No building, mobile home, camper unit or tent shall be located nearer than 10 feet to the width of the property on which such building, mobile home, camper unit or tent is to be placed to any adjacent lot except that a three foot minimum side yard shall be permitted for a garage or other permitted accessory building which is located toward the rear of the property. For the purposes of this Covenant, caves, 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.** Each permanent residence shall maintain only inside bathroom facilities meeting the requirements of the Michigan State Board of Health.

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Any owner of real property in plats of Rose Lake Forest shall have the right to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any covenant contained herein, either to prevent him or them from doing so or to recover damages or other relief for such violations. In addition, any one of these covenants may be enforced by the court in any way which may affect any other provisions, which shall remain in full force and effect.

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

**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, in a term of twenty 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 of the lots, subject to this Declaration, including all lots if any will, recorded, agreeing to change said covenants or assigns, has been recorded. No change of ownership or assigns, has been recorded, agreeing to change said covenants or assigns, in whole or in part, provided, however, that no such agreement in 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 member or owner in 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 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 hereinafter 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.

DATED - February 21, 1972.

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Witnesses:

<u>Stanley J. Newton</u>	<u>Edward M. Knabusch</u>
<u>Robert S. Feeley</u>	<u>Henrietta Knabusch</u>
<u>Bollene Girdley</u>	<u>Allan D. Wood</u>
<u>Charles V. Rambeau</u>	<u>Lydia E. Wood</u>

On this 21st day of February, A.D. 1972, before me personally appeared Edward M. Knabusch, Henrietta Knabusch, Allan D. Wood and Lydia E. Wood to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Charles V. Rambeau  
Charles V. Rambeau  
NOTARY PUBLIC  
Oakland County, Michigan  
My Commission Expires  
October 18, 1974.

This instrument drafted by Allan D. Wood,  
2405 N. Main, Royal Oak, Michigan 48073

RESTRICTION ON "WEST ROSE LAKE FOREST"  
ROSE LAKE TOWNSHIP, OSCEOLA COUNTY, MICHIGAN

No street light or mercury light shall be installed or erected on any lot within the plat of "West Rose Lake Forest." Flood lights, if installed, shall be installed in such a manner that the light does not illuminate areas other than that owned by the lot owner making such installation.

Dated this 29<sup>TH</sup> day of OCTOBER, 1973

Signed in the presence of:

Charles V. Rambeau  
Charles V. Rambeau

Allan D. Wood  
Allan D. Wood

Rollene A. Girdley  
Rollene A. Girdley

Lydia E. Wood  
Lydia E. Wood

STATE OF MICHIGAN )  
COUNTY OF OAKLAND ) ss.

The foregoing instrument was acknowledged before me this  
29<sup>TH</sup> day of OCTOBER, 1973 by Allan D. Wood and  
Lydia E. Wood

Charles V. Rambeau  
Charles V. Rambeau, Notary Public,  
Oakland County, Michigan

My Commission expires October 18, 1974

LIBER 310 PAGE 551

This instrument drafted by Allan D. Wood, 2405 N. Main,  
Royal Oak, Michigan



RESTRICTIONS TO "WEST ROSE LAKE FOREST"  
ROSE LAKE TOWNSHIP, OSCEOLA COUNTY, MICHIGAN

Prior to construction of a dwelling or the installation of a mobile home on any lot within the plat of "West Rose Lake Forest," the owner must obtain a Permit for Septic Installation from the Central Michigan Health Department, which is the final authority in determining location and specifications for individual septic systems.

Dated this 29<sup>TH</sup> day of OCTOBER 1973

Signed in the presence of:

Signed by:

Charles V. Rambeau  
Charles V. Rambeau  
Rollene A. Girdley  
Rollene A. Girdley

Allan D. Wood  
Allan D. Wood  
Lydia E. Wood  
Lydia E. Wood

STATE OF MICHIGAN )  
County of OAKLAND ) ss.

The foregoing instrument was acknowledged before me this  
29<sup>TH</sup> day of OCTOBER, 1973 by

ALLAN D. WOOD AND LYDIA E. WOOD

Charles V. Rambeau  
CHARLES V. RAMBEAU Notary Public,  
OAKLAND County, Michigan

My Commission expires

OCT. 18TH 1974

REGISTER'S OFFICE ) Received 1st  
OSCEOLA CO. MICH. ) ss. Day of Feb 19 74  
At 11:00 a.m.  
Edna C. Eastrom Register



HEALTH RESTRICTIONS FOR " NORTHWEST ROSE LAKE FOREST "

Being part of the East  $\frac{1}{2}$  of Sec. 5,

T 19 N, R 9 W, Rose Lake Township,

Osceola County, Michigan

LIBER 310 PAGE 486

- (1) No person shall begin construction or make major repair to any septic tank, septic toilet or sub-surface disposal system until the owner or his representative has made application to the Central Michigan District Health Department, Reed City, Michigan.
- (2) Sewage disposal systems shall be constructed on all lots in the locations which have been indicated by the designer on the preliminary plat.
- (3) Each well drilled in this plat must pass through a clay layer before a water aquifer is used.

Witness:

Wayne R. Vieira  
WAYNE R. VIEIRA

Charles V. Rambeau  
CHARLES V. RAMBEAU

By:

Allan D. Wood  
Allan D. Wood

Lydia E. Wood  
Lydia E. Wood

STATE OF MICHIGAN }  
COUNTY OF OAKLAND } SS

On this 26<sup>TH</sup> day of NOVEMBER, 1973, before me, a Notary Public in and for said County personally appeared Allan D. Wood and Lydia E. Wood, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public Charles V. Rambeau Oakland County, Michigan  
Charles V. Rambeau

My Commission Expires October 18, 1974.

.....  
Approved on 6/30/73 & Content

12/3/73  
Date

Michael Ulrich R 3  
Michael Ulrich, Environmentalist  
Central Michigan District Health Department  
Reed City, Michigan

REGISTER'S OFFICE )  
OSCEOLA CO. MICH. ) SS  
Received 31st Day of Jan 9 74  
At 3:00 P.M.  
Elva C. Edstrom Register

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,

Edward M. Knabusch, and his wife Henrietta Knabusch; and  
Allan D. Wood, and his wife Lydia E. Wood, 2405 MAIN ST.  
ROYAL OAK, MICH.  
being the present owners of the following described property  
in the Township of Rose Lake, Osceola County, Michigan, to wit:

All the land in the plat of "NORTHWEST ROSE LAKE FOREST,"  
according to the plat thereof.

**WITNESSETH:**

WHEREAS, Developer is the land contract purchaser of real property described in Article II of this Declaration and desires to create thereon a residential community with 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 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 collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer shall cause to be incorporated under the laws of the State of Michigan, as a non-profit corporation,

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:

LIBER 310 PAGE 554

(a) "Association" shall mean and refer to the Rose Lake Forest Property Owners Association.

(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.

(d) "Original Lot" shall mean and refer to any lot or plat of land shown upon any original recorded and subdivision map of The Properties after the same has been sold by the Developer, or its representatives or assigns, by land contract or by deed but shall not include Common Properties as heretofore defined or any lot that the Developer has sold in which the contract becomes default by the purchaser and that the Developer or its assigns takes back for resale.

(e) "Owner" shall mean and refer to the equitable owner whether one or more persons or entities holding any original lot situated upon The Properties whether such ownership be in fee simple title or as land contract vendee, notwithstanding any applicable theory of the mortgage, shall not 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 I, hereof.

(g) "Front Lot Line" shall mean and refer to that side of the lot that touches the county road; in the event that the lot is a corner lot, it shall mean and refer to the shortest side of the lot that touches the county road.

## 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 the Township of Rose Lake,

Osceola County, Michigan and is more particularly described as follows:

#### ROSE LAKE FOREST

being a subdivision part of Section 5, Township 19 North, Range 9 West, Rose Lake Township, Osceola County, Michigan

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

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

The Developer, its successors and assigns, shall have the right to bring additional lands located in Osceola County, Michigan, 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 and assigns, to make the proposed additions or to adhere to the scheme in any subsequent development of the land described herein. In no event, however, shall such supplementary Declaration revoke, modify or add to the Covenants established by this Declaration within the existing property.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

#### Section 1. Membership

Every person or entity who holds any equitable interest, including the Developer, in any lot or lots included within "The Properties" as herein defined, whether as land contract vendee or fee holder being subject to these covenants, shall be a member of the Association provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

#### Section 2. Voting Rights.

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 above. When more than one person holds such interest or interests in any lot in said Properties, all such persons shall be members and

the vote for each such Lot shall be exercised as they among themselves determine. Each member shall be entitled to one vote for each lot that he owns or in which he owns in fee or in which he has an interest as a land contract purchaser.

#### ARTICLE IV

##### PROPERTY RIGHTS IN THE COMMON PROPERTIES AND PARKS

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

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

###### Section 2. Title to Common Properties.

The Developer shall retain the legal title to the Common Properties but not longer than such time as it has sold 90% of the lots in the Properties including all additions thereto and the aggregate of the outstanding balances of the sales prices therefor has been reduced to 80% thereof, but not later than five (5) years from the date of the recording of this document, when Developer shall convey to the Association such Common Properties with all improvements thereon.

**Section 3. Extent of Members' Easements.** The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the rights of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and

(b) 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.

#### 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 or charges; (2) The annual 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 be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

###### Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties 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.

###### Section 3. Basis and Amount of Annual Assessments.

The annual assessment shall be \$15.00 per each Original Lot sold by Developer, its representatives or assigns, by Land Contract or Deed and the assessment shall be distributed evenly against each Original Lot, provided that in cases where an Owner owns more than one lot, the assessment for the first lot owned shall be \$15.00, but each additional lot shall bear an annual assessment of \$10.00. From all such assessments, the association shall pay for the cost of the maintenance of parks, equipment, general upkeep of the Rose Lake Forest area, management and operation thereof. In no event shall any assessment or charge or special assessment as provided below be levied against or be due from Developer for any lots owned by it, or otherwise.

###### Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year on each Original Lot sold by the Developer, its representatives or assigns, a special assessment, applicable to that year only, for

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the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repairs 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 5 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.

**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 percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement as set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half 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, 1971. The Assessment for each succeeding year shall become due and payable on the first day of April of each year. No adjustments or prorations of assessments shall be made by the Association. For purposes of levying the assessment, assessments shall be considered as paid in advance and shall be levied against any Original Lot 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 management, affairs and policies of the Association shall be vested in the Board of Directors, each of whom must be a member of the Association in good standing. The number of Directors shall be not more than eighteen and not less than six. 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 thereon and cost of collection thereof as hereinafter provided, thereupon becoming 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 six percent (6%) 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 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 owned by the Developer, its successors and assigns, and held by them or any of them for sale or resale, including any lots which may have been reacquired by the Developer.

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

**ARTICLE VI**

**MOBILE HOMES, CAMPERS & TRAILERS, FENCES AND MISCELLANEOUS**

**Section 1.** All Mobile Homes, when placed on an Original Lot, shall be considered permanent and shall meet the following requirements:

- (a) All shall have tongues removed or covered in a decorative manner.
- (b) All shall be immediately placed on a foundation or skirted.
- (c) All that are less than 12 x 60 feet in size must be dark brown or forest green in color.
- (d) There shall be no addition to mobile homes except porch, patio or equipment manufactured by the manufacturer of the mobile home in question.
- (e) Mobile home location on the lot must comply with Article VII, Section 3, in addition to which it must be placed length

wise on the lot in a position of not over 45 degrees from perpendicular to the road at the front lot line, unless otherwise approved in writing by the Association.

**Section 2.** All Campers, Trailers, Camper-Trailers, Tents and Camping Equipment, may be used as temporary dwelling on lots, so long as:

- (a) Local and State sanitary and health laws are observed.
- (b) All Utility connections are temporary.
- (c) The manufacture of all such equipment was intended for camping.

**Section 3.** No converted trucks, buses or vehicles other than those whose manufacture was intended for camping shall be allowed on the properties.

**Section 4.** All Fences shall be erected at least 75 feet back from the front lot line and 20 feet from the side lot line in the event of a corner lot.

(a) All fences shall be made of wood or of material to lend harmony to the topography of the surrounding landscape such as shrubs or hedges.

(b) No fence is to be over 36 inches in height.

**Section 5.** No platted lot shall be further subdivided.

**ARTICLE VII**

**BUILDING AND USE LIMITATIONS**

**Section 1.** All lots not otherwise specifically designated upon a recorded plat or recorded Declaration by Developer shall be used for residential purposes only, and no business, commercial or manufacturing enterprise shall be conducted on said premises. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not exceeding two and one-half stories in height, and one private garage or tool shed, or combination garage and boathouse for family automobiles and boats, in keeping with the dwelling so erected.

**Section 2.** No basement, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any structure or building in the process of construction, be used as a residence.



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

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

No "For Sale" sign or advertising device of any kind shall be erected on any lot except on a new residence previously unoccupied which is offered by the developer or builder. Entrance upon any lot for removal of such violation shall not be regarded as trespass.

The outside finishing of all buildings must be completed within one (1) year after construction has started, and no asphalt shingles, imitation brick, building paper, insulation board or sheathing or similar non-exterior materials shall be used for the exterior finish of any such building; exterior finish shall be wood, asbestos shingles, siding, logs, brick, stone or concrete.

Every dwelling house shall have not less than 720 square feet of enclosed living space exclusive of porches, breezeways, carports, patios, pool areas, garages and other accessory uses.

**Section 3. Building, Mobile Home or Camping Location.** No building, mobile home, camper unit or tent shall be located on any property nearer than 75 feet to the front property line or nearer than 20 feet on any side street line. No building, mobile home, camper unit or tent shall be located nearer than 10 percent to the width of the property on which such building, mobile home, camper unit or tent is to be placed to any sideline, except that a three foot minimum side yard shall be permitted for a garage or other permitted accessory building which is located toward the rear of the property. For the purposes of this Covenant, caves, 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.** Each permanent residence shall maintain only inside sanitary toilets with septic tanks and drain fields or dry well installations meeting the requirements of the Michigan State Board of Health.

Any owner of real property in plats of Rose Lake Forest shall have the right to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any covenant contained herein, either to prevent him or them from doing so or to recover damages or other dues for such violations. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

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

**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 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 of the lots, subject to this Declaration, including all lots if any still owned by the Developer or its successors or assigns, 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 member or owner on the records of the Association at the time of such mailing.

**Section 3. Enforcement.** Enforcement of these covenants and restrictions shall be by any proceeding at law or an equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or 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.

DATED - February 21, 1972.

Witnesses:

<u>Stanley J. Newton</u>	<u>Edward M. Knabusch</u>
<u>Robert S. Feeley</u>	<u>Henrietta Knabusch</u>
<u>Rollene Girdley</u>	<u>Allan D. Wood</u>
<u>Charles V. Rambeau</u>	<u>Lydia E. Wood</u>

On this 21st day of February, A.D. 1972, before me personally appeared Edward M. Knabusch, Henrietta Knabusch, Allan D. Wood and Lydia E. Wood to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

This instrument drafted by Allan D. Wood,  
2405 N. Main, Royal Oak, Michigan 48073

Charles V. Rambeau  
Charles V. Rambeau  
NOTARY PUBLIC  
Oakland County, Michigan  
My Commission Expires  
October 18, 1974.

RESTRICTION ON "NORTHWEST ROSE LAKE FOREST"  
ROSE LAKE TOWNSHIP, OSCEOLA COUNTY, MICHIGAN

No street light or mercury light shall be installed or erected on any lot within the plat of "Northwest Rose Lake Forest." Flood lights, if installed, shall be installed in such a manner that the light does not illuminate areas other than that owned by the lot owner making such installations.

Dated this 29<sup>TH</sup> day of OCTOBER, 1973

Signed in the presence of:

Charles V. Rambeau  
Charles V. Rambeau

Rollene A. Girdley  
Rollene A. Girdley

Allan D. Wood  
Allan D. Wood

Lydia E. Wood  
Lydia E. Wood

STATE OF MICHIGAN )  
COUNTY OF OAKLAND ) ss.

The foregoing instrument was acknowledged before me this  
29<sup>TH</sup> day of OCTOBER, 1973 by Allan D. Wood and  
Lydia E. Wood

Charles V. Rambeau  
Charles V. Rambeau, Notary Public,  
Oakland County, Michigan

My Commission expires October 18, 1974

This instrument drafted by Allan D. Wood, 2405 N. Main,  
Royal Oak, Michigan

RESTRICTIONS TO "NORTHWEST ROSE LAKE FOREST"  
ROSE LAKE TOWNSHIP, OSCEOLA COUNTY, MICHIGAN

Prior to construction of a dwelling or the installation of a mobile home on any lot within the plat of "Northwest Rose Lake Forest," the owner must obtain a Permit for Septic Installation from the Central Michigan Health Department, which is the final authority in determining location and specifications for individual septic systems.

Dated this 29<sup>TH</sup> day of OCTOBER 1973

Signed in the presence of:

Charles V. Rambeau  
Charles V. Rambeau  
Rollene A. Girdley  
Rollene A. Girdley

Signed by:

Allan D. Wood  
Allan D. Wood  
Lydia E. Wood  
Lydia E. Wood

STATE OF MICHIGAN )  
County of OAKLAND ) ss.

The foregoing instrument was acknowledged before me this

29<sup>TH</sup> day of OCTOBER, 1973 by  
ALLAN D. WOOD AND LYDIA E. WOOD

Charles V. Rambeau  
CHARLES V. RAMBEAU Notary Public  
OAKLAND County, Michigan

My Commission expires

OCT. 18<sup>TH</sup> 1974

Received 1st  
REGISTER'S OFFICE ) SS Day of Feb 19 74  
OSCEOLA CO. MICH. ) At 11:00 a.m.  
Elna C. Estrom Register



DEDICATION OF RESTRICTIONS

ALLAN D. WOOD and LYDIA E. WOOD, husband and wife, whose address is 2405 North Main Street, Royal Oak, Michigan, hereinafter referred to as FIRST PARTIES, hereby covenant and agree with JAMES B. GUSTAFSON and NATALIE GUSTAFSON, husband and wife, whose address is 89 South Lake Doster, Pine Lake, Plainwell, Michigan, hereinafter referred to as SECOND PARTIES, that the premises described as being situate in the Township of Rose Lake, County of Osceola and State of Michigan, to-wit: Lot No. 3 of Rose Lake Heights Plat -- which first parties acquired from second parties, shall be subject to building and use restrictions limiting the lot to be used only for the purpose of erecting one single-family residence, and there will be no easements or rights to parties not residing upon the premises to use the premises for access to the lake, and any residence erected upon the premises shall be not less than 720 square feet of ground floor area and no mobile home or trailer will be moved on to said lot which could be used as residence purposes.

The consideration for these restrictions is the sum of One (\$1.00) Dollar, and as a further consideration, the sale of certain other premises by second parties to first parties was conditioned upon these restrictions being placed upon the premises.

IN WITNESS WHEREOF, first parties have hereunto set their hands on this 2nd day of April, 1975.

Executed in the Presence of:

Roger C. Covert  
Roger C. Covert

Rollene A. Girdley  
Rollene A. Girdley

Allan D. Wood  
Allan D. Wood

Lydia E. Wood  
Lydia E. Wood

STATE OF MICHIGAN

COUNTY OF OAKLAND -- ssREGISTER'S OFFICE  
OSCEOLA CO. MICH.Received 30th  
SS Day of April 1975  
At 9:00 A.M.  
Elna C. Edstrom Register

On April 23, 1975, before me, a Notary Public in  
and for said County, personally appeared ALLAN D. WOOD and LYDIA E.  
WOOD, to me known to be the same persons described in and who executed  
the within instrument, who each acknowledged the same to be their  
free act and deed.

Roger B. Covert  
Roger B. Covert  
Notary Public, OAKLAND County,  
Michigan

My Comm. expires: MAY 4, 1976

STATE OF MICHIGAN  
COUNTY OF OSCEOLA  
OSCEOLA COUNTY ROAD COMMISSION

ORDER ALLOWING ABANDONMENT OF A PORTION OF OAK HILLS DRIVE.

At a session of said Osceola County Road Commission held on the 8th day of August, 1973.

This matter having come on to be heard on the petition of Harold Bates, James Gustafson and Allen Wood, praying for vacation of a portion of Oak Hills Drive, described as follows:

All that portion of Oak Hills Drive, being a dedicated private road in the recorded plat of Rose Lake Heights (Liber 2, Pages 86 and 86a of Book of Plats) situated in the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Nine (9), Town 19 North, Range 9 West, Rose Lake Township, Osceola County, Michigan, lying south of a line described as commencing at the Southeasterly corner of Lot Nineteen (19) of said recorded plat, thence South 01°00'00" East (recorded as South 00°44' West) 222.80 feet along the West 1/8 line of said Section 9, also being the Easterly Right of Way line of Oak Hills Drive, being the point of beginning, thence South 78°21'33" West 67.16 feet to the Westerly Right of Way line of Oak Hills Drive, the point of ending,

And it appearing by certificate of the Register of Deeds for Osceola County that the petitioners are the only land owners of record of said premises affected by said petition, and the Osceola County Road Commission being fully advised in the premises,

NOW, THEREFORE, IT IS ORDERED that a portion of Oak Hills Drive, above described, be vacated and abandoned.

OSCEOLA COUNTY ROAD COMMISSION

By Dale Eastlund  
Dale Eastlund, Superintendent

By Ellis E. Bazzett  
Ellis E. Bazzett Chairman

REGISTER'S OFFICE )  
OSCEOLA CO. MICH. ) SS Day of August 1973  
At 10:05 A.M.  
Elmer C. Edstrom Register

JAMES C. THOMPSON  
ATTORNEY AT LAW  
KILMER BUILDING  
KEEO CITY, MICH. 48677





**HEALTH RESTRICTIONS FOR "ROSE LAKE IN THE WOODS NO. 1"**

Being part of the West  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Sec. 9,  
T 19 N, R 9 W, Rose Lake Township, Osceola County,  
Michigan.

- 1 - All lots (1-28) are subject to the following: No person shall begin construction of or make major repairs to any septic tank, septic toilet or sub-surface disposal system until the owner or his representative has made application to the Central Michigan District Health Department, Reed City, Michigan.
- 2 - Each well drilled on this plat must pass through a protective clay layer before an aquifer is used.
- 3 - Lots 7, 8 and 9 cannot be sold or conveyed for development until such lots are developed to the satisfaction of the Central Michigan District Health Department, Reed City, Michigan.
- 4 - Construction on the following lots is hereby restricted as follows: The placement of a dwelling and sewage disposal system must be located on the lot in the area identified to the satisfaction of the Central Michigan District Health Department, Reed City, Michigan.  
  
Lot 1 - the south 70 ft. of the east 100 ft.  
Lot 6 - the west 130 ft.  
Lot 20 - the east 90 ft. or the west 50 ft.  
Lot 21 - the east 90 ft. or the west 50 ft.  
Lot 22 - the east 90 ft. or the south 50 ft. or the west 50 ft.  
Lot 28 - the east 70 ft.

HEALTH RESTRICTIONS FOR ROSE LAKE IN THE WOODS NO. 1"

Being part of the West  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Sec. 9,  
T 19 N, R 9 W, Rose Lake Township, Osceola County,  
Michigan.

ROSE LAKE DEV. CO.  
67 S. Lake Boston Drive  
Plainwell, Michigan 49880

Signed In Presence Of:

David J. Gray  
David J. Gray  
James B. Gustafson  
James B. Gustafson, President  
Duncan F. Wood  
Duncan F. Wood  
James C. Sutherland  
James C. Sutherland, Secretary

ACKNOWLEDGEMENT

State of Michigan }  
County of Osceola }

S.S.

REGISTER'S OFFICE  
OSCEOLA CO. MICH.

Received 15<sup>th</sup>

SS Day of Oct 1973

At 2 o'clock p.m.  
Register

Elna C. Edstrom

On this 6<sup>th</sup> day of August, 1973, before me,  
a Notary Public in and for said County personally appeared,  
James B. Gustafson, President, and James C. Sutherland,  
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 corpora-  
tion, and acknowledged that they executed the foregoing  
instrument as such officers as the free act and deed of said  
corporation, by its authority.

Notary Public Elna C. Edstrom Osceola County,  
Michigan

My Commission Expires June 28, 1974

The above mentioned restrictions are hereby approved by  
the Central Michigan District Health Department.

8/6/73  
Date

Michael Ulrich R.S.  
Michael Ulrich, Environmentalist  
Central Michigan District Health Dept.  
Reed City, Michigan

DEED OF RESTRICTIONS

ROSE LAKE DEV. CO., a Michigan corporation, of 89 South Lake  
Doster Drive, Plainwell, Michigan, 49080

TO

All future owners of lots in the Plat of Rose Lake in the  
Woods No. 1, in Section 9, Town 19 North, Range 9 West, Rose  
Lake Township, Osceola County, Michigan as said plat is  
recorded at Liber 5, Page 10, Osceola County records.

Rose Lake Dev. Co., a Michigan corporation, hereinafter called  
the "Grantor" is the owner and developer of certain real property  
in Section 9, Town 19 North, Range 9 West, Rose Lake Township,  
Osceola County, Michigan, a portion of which is to be known  
as the Plat of Rose Lake in the Woods No. 1 and additional  
portions thereof may subsequently become subject to the restrictions  
hereafter set forth upon platting, but only by specific written  
and duly recorded action of the Grantor or its successors and  
assigns. The Grantor desires to establish a general plan for  
improvement and development of this real property, and to secure  
the enforcement of uniform restrictive covenants upon the usage  
and development of the real property within the Plat of Rose  
Lake in the Woods No. 1.

Therefore, the Grantor does establish the following conditions  
and restrictions for the said Plat.

1. Compliance with Laws

All restrictive covenants, as listed herein, are subject to  
compliance with the State of Michigan and the County of Osceola  
health ordinances, legally enforceable zoning regulations, and any  
other duly enacted law or regulation.

2. Additional Restrictions

All restrictive covenants, as listed herein, shall run with  
the land and remain in full force and effect and shall be  
construed as a minimal set of restrictions, and shall not be  
diluted or rescinded in any way.

3. Enforcement

The Grantor and/or the Rose Lake in the Woods Property Owners  
Association, Inc. shall have the right to take appropriate legal  
action to enforce any and all restrictions hereby imposed.

#### 4. Severability

Invalidation of any one of these covenants by judgment or court order shall in no way affect the validity of any other provision in this Deed of Restrictions.

#### 5. Common Park Areas

The Plat of Rose Lake in the Woods No. 1 has common park areas designated as Able Park, Baker Park, Charlie Park, and Easy Park, all of which shall be held and used in common by the owners of lots in the Plat of Rose Lake in the Woods No. 1 and any other plats adjacent thereto dedicated in the future by the Grantor in Section 9, Town 19 North, Range 19 West, Rose Lake Township, Osceola County, Michigan, for the following purposes and subject to the following restrictions:

a. Said parks are not to be used as ingress and egress for automobiles, trucks or other four-wheeled vehicles but may be used for motorcycling and snowmobiling, subject to rules established by the Rose Lake in the Woods Property Owners Association, Inc.

b. The parks may be used for hiking and shall serve as a green belt between the lots in the plat and any adjacent areas to afford privacy and maintain a natural environment in an undeveloped state and all trees and growth are to be preserved in an attractive and natural manner, subject only to the development of trails for hiking, snowmobiling and motorcycling.

c. The park areas may be used for picnicking but not for camping.

d. The Rose Lake in the Woods Property Owners Association, Inc. may select one or more of the parks and improve same as a meeting place, gathering place and place for recreational activities, for the members of the Association and their families and for this purpose may remove trees, erect structures and make other improvements as approved by the Association, including recreational facilities such as tennis courts, horseshoe courts, shuffleboard courts and others, and may conduct family gatherings, musical events, Association picnics and other Association approved uses

and activities.

6. Building and Use Restrictions

a. All lots within the Plat of Rose Lake in the Woods No. 1 shall be used for single family residence purposes only and no business, commercial or manufacturing enterprise shall be conducted on said premises.

b. No building shall be erected on the premises unless and until it has been approved by the Architectural Committee for the subdivision of Rose Lake in the Woods No. 1. Said committee shall consist of the members of the Board of Directors of Rose Lake Dev. Co. as said members shall be elected from time to time. Plans are to be submitted to the corporate offices of Rose Lake Dev. Co. for approval. The plans to be submitted shall include a site plan showing the location of the dwelling, garage and driveway and the well and sanitary facilities upon the premises and said site plan must have all required governmental approvals before being submitted. The site plan shall also show the approximate location and size of all trees required to be removed in order to make the proposed improvements. The plans submitted shall also include a complete exterior plan showing the elevation of all four sides, including the exterior building materials and the colors of all exteriors including siding, roof, trim and foundation. After a period of 15 years from and after the date hereof, or at such time as the Board of Directors of Rose Lake Dev. Co., shall relinquish in writing its authority as the Architectural Committee, whichever first occurs, the Architectural Committee shall be designated by the Board of Directors of the Rose Lake in the Woods Property Owners Association, Inc. The Architectural Committee shall have authority to control the location of the building on the lot, the design of the building, the exterior materials and colors used, the removal of trees of six inches in diameter or larger, and the location of driveways.

c. Any approval required to be given by the Architectural Committee shall be acted upon by the Committee within 60 days after receipt of the written application by the Committee and if not acted upon within that period, shall be deemed to have been approved. Approval by the Committee shall be in writing signed by two or more members of the Committee.

d. No mobile home shall be moved upon, erected, or maintained on any lot within the subdivision of Rose Lake in the Woods No. 1.

e. No basement, shack, garage, barn or other out-building shall at any time be used as a residence, temporarily or permanently, nor shall any structure or building in the process of construction be used as a residence until the exterior is completed.

f. The exterior of any building shall be finished within a period of 12 months after construction on it has actually begun.

g. No animals, horses, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

h. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

i. Rose Lake Dev. Co. may erect "For Sale" signs on any lots or residence at any time. No other party may erect any "For Sale" sign or advertising device of any kind on any lot except on a new residence previously unoccupied which is offered by the developer or builder. Entrance upon any lot for removal of any violation of this restriction shall not be regarded as trespass. When 25 lots in the Plat of Rose Lake in the Woods No. 1 have been conveyed by deed by Rose Lake Dev. Co., this sign restriction shall lapse and become null and void.

j. Every dwelling house shall have not less than 600 square feet of enclosed living space exclusive of porches, breezeways, carports, patios, pool areas, garages and other accessory uses.

k. No buses or other vehicles may be used as a camper or camper trailer upon the premises except those which are constructed by the manufacturer for that purpose including camper trailers, motor homes and tent campers and they may be used only as a temporary seasonal dwelling on lots so long as (a) local and state sanitary and health laws are observed; (b) all utility connections are temporary and comply with local codes, and (c) the owner of any lot may use such lot for such purposes for a period of five (5) years only, commencing on the date of initial purchase of the lot from Rose Lake Dev. Co. and expiring at the end of five (5) years thereafter.

l. The location and materials used in design of all fences shall be subject to the approval of the Architectural Committee described in paragraph 6(b) above and application for such approval must be made in writing showing all of the details regarding the fencing.

7. Sanitary Regulations

The sanitary regulations for Rose Lake in the Woods No. 1 are set forth in the document attached hereto as "Exhibit A" entitled "Health Restrictions for "Rose Lake in the Woods No. 1", and recorded herewith.

8. Rose Lake in the Woods Property Owners Association, Inc.

a. Incorporation and Properties. The Grantor has caused to be incorporated the aforementioned Association and has conveyed to said Association, lots 12, 13, 14 and 15 of Rose Lake Heights Plat in Section 9, Town 19 North, Range 9 West, Rose Lake Township, Osceola County, Michigan, to be used by all of the members of the Association in common for recreational purposes, subject to a reversionary interest in Grantor under certain circumstances and conditions set forth in said deed. The Grantor owns additional land in said Section 9 and may plat same in the future and reserves the right to have the purchasers and owners of those lots in said future plats also participate as members in said



Association and be entitled to the use of said lots for recreational purposes.

b. Membership. Every person or entity who holds any equitable interest, including the Developer, in any lot or lots included within the Plat of Rose Lake in the Woods No. 1, whether as land contract vendee or fee holder being subject to these covenants, shall be a member of The Rose Lake in the Woods Property Owners' 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.

c. Dues and Assessments - Purposes. All members of the Association shall be required to contribute an equal amount per lot of annual dues and/or assessments to the Association for the following purposes:

- (1) To clean and maintain the aforementioned park facilities located in the Rose Lake in the Woods No. 1 plat and the recreational facilities on said lots 12, 13, 14 & 15 of Rose Lake Heights and other parks included in the aforementioned future plats on a regular basis.
- (2) To maintain and enforce, by legal action if necessary, the restrictions, within this Deed of Restrictions.
- (3) To take all other action which the Association may deem necessary and desirable.

d. Voting Rights. The Association shall have one class of voting membership. Voting members shall be all those members who hold the interest required for Membership in Subsection b above. When more than one person holds such interest or interests in any lot in said properties, all such persons shall be members and the vote for each such lot shall be exercised as they among themselves determine. Each member shall be entitled to one vote for each lot that he owns or in which he owns in fee or in which he has an interest as a land contract purchaser.

e. Dues and Assessments - Amount. The initial annual dues payable on a calendar year basis to the Property Owners Association shall be \$25 per lot, payable during January of the calendar year to which they apply. These dues may be increased by the Association from time to time provided, however, any increase above this amount during the seven (7) year period commencing with the date hereof shall require the consent of the Grantor. The annual dues and assessments payable to the Association shall become a lien upon the lot in Rose Lake in the Woods No. 1 owned by the member who owes such dues.

f. 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 Sub-Section e. hereof), then thereupon the assessments and cost of collection thereof as hereinafter provided, shall 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 percent (7%) 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 taken it shall include interest on the total amount as above provided and reasonable attorney's fee to be fixed by the court together with the cost of the action.

g. 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.

h. 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 Park Areas mentioned in Section 5 above; (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 owned by the Grantor, its successors and assigns, and held by them or any of them for sale or resale, including any lots which may have been reacquired by the Grantor.

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

9. Utility Easements

The GRANTORS hereby reserve an easement for utility purposes over and across a ten (10) foot strip abutting both sides of every public roadway within the subdivision of Rose Lake in the Woods No. 1. Within this easement, no structure, wall, fence, or other obstruction shall be constructed, placed or permitted to remain thereon.

IN WITNESS WHEREOF, the Grantor herein has by these  
present set its hand and seal at the City of Plainwell, County  
of Allegan, and State of Michigan, this 31st day of  
August, 1973.

Signed In Presence Of:

Marilyn J. Cain  
Marilyn J. Cain  
Roxanna Yeager  
Roxanna Yeager

ROSE LAKE DEV. CO.

By: James B. Gustafson  
James B. Gustafson, President  
By: James C. Sutherland  
James C. Sutherland, Secretary

ACKNOWLEDGEMENT

State of Michigan)  
County of Allegan) SS.

On this 31st day of August, 1973, before me, a  
Notary Public in and for said County personally appeared, James B.  
Gustafson, President, and James C. Sutherland, Secretary of the  
above named corporation, to be 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.

Notary Public Marilyn J. Cain  
Allegan County, My. Commission Marilyn J. Cain  
Expires 10-1-74

THIS INSTRUMENT PREPARED BY:  
Attorney Marshall D. Garvey  
222 South Westnedge Avenue  
Kalamazoo, MI 49006  
Telephone 382-1030

REGISTER'S OFFICE  
OSCEOLA CO. MICH.

Received 154  
SS Day of Oct 1973  
At 2 o'clock p.m.  
Blair C. Edstrom Register

THIS AMENDMENT made this 3<sup>rd</sup> day of AUGUST, 1981 by ROSE LAKE DEV. CO., a Michigan corporation of 89 South Lake Doster Drive, Plainwell, Michigan, and the undersigned individuals, all of LeRoy, Michigan, collectively the owners of each and every lot in the real estate subdivision described as:

The Plat of Rose Lake In The Woods No. 1, Section 9, Town 19 North, Range 9 West, Rose Lake Township, Osceola County, Michigan, as said plat is recorded at Liber 5, Page 10, Osceola County records;

W I T N E S S E T H :

WHEREAS, the Grantors of the real property comprising said subdivision did, by a Deed of Restrictions dated August 31, 1973, impose upon the said property certain restrictions recorded in Liber 308, Pages 635-43, Osceola County records; and

WHEREAS, the parties hereto, being the owners of all property affected by such restrictions, now desire to amend the restrictions contained in said Deed of Restrictions;

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto, it is understood and agreed as follows:

1. Paragraph No. 2 of the Deed of Restrictions is deleted in its entirety and the following is substituted therefore:

"2. Additional Restrictions; Amendments

All restrictive covenants, as listed herein, shall run with the land and remain in full force and effect and shall be construed as a minimal set of restrictions, and shall not be altered, amended or rescinded without the approval of the owners of seventy-five percent (75%) of lots in the Plat of Rose Lake in the Woods No. 1."

2. New Paragraph No. 5(e) is added to the Deed of Restrictions to provide as follows:

"e. The Rose Lake in the Woods Property Owners Association may, with the approval of seventy-five percent (75%) of its members, lease any park land under its control for the purposes of oil and/or natural gas exploration and production and all operations appropriate thereto. The proceeds and royalties from any such lease shall inure to the benefit of the Association to be used for such purposes as the Association may deem necessary or desirable.

3. Paragraph No. 6(a) is deleted in its entirety and the following is substituted therefore:

"a. All lots within the Plat of Rose Lake in the Woods No. 1 shall be used for single family residence purposes only and no business, commercial or manufacturing enterprise shall be conducted on said premises; provided, however, that it shall not be a violation of these restrictions to lease or otherwise use any lot in the plat for the purpose of oil and/or natural gas exploration or production or other activities appropriate thereto.

4. Except as thus amended, the Deed of Restrictions is hereby affirmed in its entirety, it being the intent of the parties hereto that the real property described above is and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions set forth therein.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and date first above written.

ROSE LAKE DEV. CO.

Witnesses:

By: [Signature]  
James B. Gustafson, President

x [Signature]  
Chris D. Burke

x [Signature]  
Stephanie Burke

[Signature]  
Ann M. Cushman

x [Signature]  
Steven J. Gustafson

[Signature]  
Karen L. Peterson

[Signature]  
Ann M. Cushman

x [Signature]  
Sandra L. Gustafson

[Signature]  
Karen L. Peterson

STATE OF MICHIGAN )  
COUNTY OF ) ss

The foregoing instrument was acknowledged before me on this 3 day of August, 1981 by James B. Gustafson, President of Rose Lake Dev. Co., a Michigan corporation on behalf of said corporation.

[Signature]  
Notary Public Phillip C. Swanson  
County of: Osceola  
State of Michigan  
My commission expires: 7/15/81

LIBER 387 PAGE 373

PHILLIP C. SWANSON  
Notary Public, Osceola Co., Mich.  
My Commission Expires 11-15-81

STATE OF MICHIGAN )  
COUNTY OF Osceola ) ss

LIBER 387 PAGE 374

The foregoing instrument was acknowledged before me  
on this 3 day of Aug, 1981 by Steven J. Gustafson

Phillip C. Swanson  
Notary Public Phillip C. Swanson  
County of: Osceola  
State of Michigan  
My commission expires: 7/15/1981

STATE OF MICHIGAN )  
COUNTY OF Osceola ) ss

The foregoing instrument was acknowledged before me  
on this 3 day of Aug, 1981 by Sandra L. Gustafson

Phillip C. Swanson  
Notary Public Phillip C. Swanson  
County of: \_\_\_\_\_  
State of Michigan  
My commission expires: \_\_\_\_\_

PHILLIP C. SWANSON  
Notary Public, Osceola Co., Mich.  
My Commission Expires 11-15-81

Received 26th  
REGISTER'S OFFICE ) SS Day of Aug 19 81  
OSCEOLA CO. MICH. ) At 10:25 A.M.  
Edna C. Edstrom Register

This Instrument Prepared By:

Jon P. Bachelder  
Warner, Norcross & Judd  
900 Old Kent Building  
Grand Rapids, Michigan 49503







RESTRICTIONS

352 28

ROSE LAKE IN THE WOODS NO. 2

The following restrictions are to be attached to and become a part of the plat of ROSE LAKE IN THE WOODS NO. 2, (part of the West Half ( $W\frac{1}{2}$ ) of the Northwest Quarter ( $NW\frac{1}{4}$ ), Section Nine (9), Township Nineteen North (T19N), Range Nine West (R9W), Rose Lake Township, Osceola County, Michigan) and are to be recorded in the office of the Register of Deeds for Osceola County. All property contained within the plat of ROSE LAKE IN THE WOODS NO. 2 shall be subject to these restrictions from and after the date hereof.

1) All lots Twenty-nine (29) through Fifty-one (51) are subject to the following restriction: No person shall begin construction of or make major repair to any septic tank, septic toilet or sub-surface disposal system until owner or his representative has made application to the Central Michigan District Health Department, Reed City, Michigan.

2) Each well drilled on this plat, lots Twenty-nine (29) through Fifty-one (51) must pass through a protective clay layer before an aquifer is used.

3) Lots Thirty-nine (39) and Forty-eight (48) cannot be sold or conveyed for development until such lots are developed to the satisfaction of the Central Michigan District Health Department, Reed City, Michigan.

4) Construction of drainfield systems on the following lots is hereby restricted as follows:

Lot 29 - South 65 ft. of West 100 ft.

Lot 30 - South 70 ft.

Lot 31 - South 100 ft.

Lot 34 - South 130 ft.

Lot 35 - South 100 ft.

Lot 36 - West 60 ft.

Lot 37 - East 120 ft. of the North 120 ft.

Lot 38 - South 60 ft. of the West 200 ft.

Lot 49 - West 60 ft.

Lot 50 - West 115 ft.

Lot 51 - North 60 ft. of South 105 ft.

5) TERM: These restrictions shall run with the land and be binding upon and inure to the benefit of all parties claiming under or through them, and shall remain enforceable by any person holding land within the subdivision.

WITNESSES:

ROSE LAKE DEVELOPMENT CO.

Elva C. Edstrom  
Elva C. Edstrom

X James B. Gustafson  
BY: JAMES B. GUSTAFSON, President

Karl G. Edstrom  
Karl G. Edstrom

X James C. Sutherland  
BY: JAMES C. SUTHERLAND, Secretary

ACKNOWLEDGMENT:

State of Michigan }  
Osceola County } ss.

Personally came before me this 22nd day of April, 1978, James B. Gustafson, President, and James C. Sutherland, 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.

352 ME 28

Notary Public Elna C. Edstrom County of Osceola  
State of Michigan

My Commission Expires: April 23, 1978

WITNESSES:

CENTRAL MICHIGAN DISTRICT HEALTH  
DEPARTMENT

Nancy Crawford  
Nancy Crawford

Michael Ulrich R.S.  
BY: MICHAEL ULRICH, R.S.  
Environmentalist

Linda Backus  
Linda Backus

ACKNOWLEDGMENT:

State of Michigan }  
County of Osceola } ss.

Personally came before me this 24th day of April,  
1978, Michael Ulrich, R.S., Environmentalist, Central Michigan  
District Health Department, to me known to be the person who  
executed the foregoing instrument, and to me known to be an  
Environmentalist for the Central Michigan District Health Depart-  
ment and acknowledged that he executed the foregoing instrument  
with full authority from the Central Michigan District Health  
Department.

Notary Public Linda Backus County of Osceola  
Linda Backus State of Michigan

My Commission Expires: 1/14/80

-3-

Received 29th  
REGISTER'S OFFICE ) ss Day of Sept 1978  
OSCEOLA CO. MICH. )  
At 3:30 P.M.  
Elna C. Edstrom Register

RESTRICTIONS

ROSE LAKE IN THE WOODS NO. 3

The following restrictions are to be attached to and become a part of the plat of ROSE LAKE IN THE WOODS NO. 3, (part of the West Half (W $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ), Section Nine (9), Township Nineteen North (T19N), Range Nine West (R9W), Rose Lake Township, Osceola County, Michigan) and are to be recorded in the office of the Register of Deeds for Osceola County. All property contained within the plat of ROSE LAKE IN THE WOODS NO. 3 shall be subject to these restrictions from and after the date hereof.

1) All lots Fifty-two (52) through Eighty-eight (88) are subject to the following restriction: No person shall begin construction of or make major repair to any septic tank, septic toilet or sub-surface disposal system until owner or his representative has made application to the Central Michigan District Health Department, Reed City, Michigan.

2) Each well drilled on this plat, lots Fifty-two (52) through Eighty-eight (88) must pass through a protective clay layer before an aquifer is used.

3) TERM: These restrictions shall run with the land and be binding upon and inure to the benefit of all parties claiming under or through them, and shall remain enforceable by any person holding land within the subdivision.

WITNESSES:

ROSE LAKE DEVELOPMENT COMPANY

Elva C. Edstrom  
Elva C. Edstrom

X James B. Gustafson  
BY: JAMES B. GUSTAFSON, President

Karl G. Edstrom  
Karl G. Edstrom

X James C. Sutherland  
BY: JAMES C. SUTHERLAND, Secretary

ACKNOWLEDGMENT:

State of Michigan }  
Osceola County } ss.

Personally came before me this 22nd day of April, 1978, James E. Gustafson, President, and James C. Sutherland, 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.

NOTARY PUBLIC Elva C. Edstrom County of Osceola  
Elva C. Edstrom State of Michigan

My Commission Expires: April 23, 1978

WITNESSES:

CENTRAL MICHIGAN DISTRICT HEALTH  
DEPARTMENT

Nancy Crawford  
Nancy Crawford  
Linda Backus  
Linda Backus

Michael Ulrich, R.S.  
BY: MICHAEL ULRICH, R.S.  
Environmentalist

ACKNOWLEDGMENT:

State of Michigan }  
Osceola County } ss.

Personally came before me this 24th day of April,  
19 78, Michael Ulrich, R.S., Environmentalist, Central Michigan  
District Health Department, to me known to be the person who  
executed the foregoing instrument, and to me known to be an  
Environmentalist for the Central Michigan District Health Depart-  
ment and acknowledged that he executed the foregoing instrument  
with full authority from the Central Michigan District Health  
Department.

Notary Public Linda Backus County of Osceola  
Linda Backus State of Michigan

My Commission Expires: 1/14/80

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Received 3rd  
REGISTER'S OFFICE ) ss Day of Oct 1978  
OSCEOLA CO. MICH. )  
At 2:30 P.M.  
Elna C. Edstrom Register

WTR 352 MC:127

DEED OF RESTRICTIONS

ROSE LAKE DEVELOPMENT COMPANY, a Michigan corporation, of 89 S.  
Lake Doster Drive, Plainwell, Michigan 49080

TO

All future owners of lots in the Plats of Rose Lake in the Woods  
No. 2 and Rose Lake in the Woods No. 3, in Section 9, Town 19 North,  
Range 9 West, Rose Lake Township, Osceola County, Michigan as said  
plats are recorded in Plat File No. 1, Pages 111 through 114,  
Osceola County Records.

Rose Lake Development Company, a Michigan corporation, hereinafter  
called the "Grantor" is the owner and developer of certain real  
property in Section 9, Town 19 North, Range 9 West, Rose Lake Town-  
ship, Osceola County, Michigan, a portion of which, known as the  
Plat of Rose Lake in the Woods No. 1, is subject to a Deed of  
Restrictions recorded October 15, 1973 in Liber 308, Page 635 of  
Osceola County Records. The Grantor desires to establish a gen-  
eral plan for improvement and development of this real property,  
and to secure the enforcement of uniform restrictive covenants  
upon the usage and development of the real property within the  
Plats of Rose Lake in the Woods No. 2 and Rose Lake in the Woods  
No. 3.

Therefore, the Grantor does establish the following con-  
ditions and restrictions for the said Plats (hereinafter sometimes  
referred to as the "Premises"):

1. Compliance with Laws

All restrictive covenants, as listed herein, are subject  
to compliance with the State of Michigan and the County of Osceola  
health ordinances, legally enforceable zoning regulations, and any  
other duly enacted law or regulation.

2. Additional Restrictions

All restrictive covenants, as listed herein, shall run  
with the land and remain in full force and effect and shall be con-  
strued as a minimal set of restrictions, and shall not be diluted  
or rescinded in any way.



3. Enforcement

The Grantor and/or the Rose Lake in the Woods Property Owners Association, Inc. shall have the right to take appropriate legal action to enforce any and all restrictions hereby imposed.

4. Severability

Invalidation of any one of these covenants by judgment or court order shall in no way affect the validity of any other provision in this Deed of Restrictions.

5. Common Park Areas

The Plat of Rose Lake in the Woods No. 2 has common park areas designated as Baker Park, Charlie Park and Dog Park. The Plat of Rose Lake in the Woods No. 3 has common park areas designated Charlie Park, Easy Park and Fox Park. All these park areas shall be held and used in common by the owners of lots in the Plats of Rose Lake in the Woods Nos. 1, 2 and 3 for the following purposes and subject to the following restrictions:

a) Said parks are not to be used as ingress and egress for automobiles, trucks or other four-wheeled vehicles but may be used for motorcycling and snowmobiling, subject to rules established by the Rose Lake in the Woods Property Owners Association, Inc.

b) The parks may be used for hiking and shall serve as a green belt between the lots in the plat and any adjacent areas to afford privacy and maintain a natural environment in an undeveloped state and all trees and growth are to be preserved in an attractive and natural manner, subject only to the development of trails for hiking, snowmobiling and motorcycling.

c) The park areas may be used for picnicking but not for camping.

d) The Rose Lake in the Woods Property Owners Association, Inc. may select one or more of the parks and improve same as a meeting place, gathering place and place for recreational activities, for the members of the Association and their families and for this purpose may remove trees, erect structures and make other improvements as approved by the Association, including recreational facilities such as tennis courts, horseshoe courts, shuffleboard courts and others, and may conduct family gatherings, musical events, Association picnics and other Association approved uses and activities.

6. Building and Use Restrictions

a) All lots within the Plats of Rose Lake in the Woods Nos. 2 and 3 shall be used for single family residence purposes only and no business, commercial or manufacturing enterprise shall be conducted on the Premises.

b) No building shall be erected on the Premises unless and until it has been approved by the Architectural Committee for the subdivision of Rose Lake in the Woods. Said committee shall consist of the members of the Board of Directors of Rose Lake Development Company as said members shall be elected from time to time. Plans are to be submitted to the corporate offices of Rose Lake Development Company for approval. The plans to be submitted shall include a site plan showing the location of the dwelling, garage and driveway and the well and sanitary facilities upon the premises and said site plan must have all required governmental approvals before being submitted. The site plan shall also show the approximate location and size of all trees required to be removed in order to make the proposed improvements. The plans submitted shall also include a complete exterior plan showing the elevation of all four sides, including the exterior building materials and the colors of all exteriors

including siding, roof, trim and foundation. After a period of 15 years from and after the date hereof, or at such time as the Board of Directors of Rose Lake Development Company shall relinquish in writing its authority as the Architectural Committee, whichever first occurs, the Architectural Committee shall be designated by the Board of Directors of the Rose Lake in the Woods Property Owners Association, Inc. The Architectural Committee shall have authority to control the location of the building on the lot, the design of the building, the exterior materials and colors used, the removal of trees of six inches in diameter or larger, and the location of driveways.

c) Any approval required to be given by the Architectural Committee shall be acted upon by the Committee within 60 days after receipt of the written application by the Committee and if not acted upon within that period, shall be deemed to have been approved. Approval by the Committee shall be in writing signed by two or more members of the Committee.

d) No mobile home shall be moved upon, erected or maintained on any lot on the Premises.

e) No basement, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any structure or building in the process of construction be used as a residence until the exterior is completed.

f) The exterior of any building shall be finished within a period of 12 months after construction on it has actually begun.

g) No animals, horses, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs,

cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

h) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

i) Rose Lake Development Company may erect "For Sale" signs on any lots or residence at any time. No other party may erect any "For Sale" sign or advertising device of any kind on any lot except on a new residence previously unoccupied which is offered by the developer or builder. Entrance upon any lot for removal of any violation of this restriction shall not be regarded as trespass. When 60 lots in the Plats of Rose Lake in the Woods Nos. 2 and 3 have been conveyed by deed by Rose Lake Development Company, this sign restriction shall lapse and become null and void.

j) Every dwelling house shall have not less than 600 square feet of enclosed living space exclusive of porches, breezeways, carports, patios, pool areas, garages and other accessory uses.

k) No bus or other vehicle may be used as a camper or camper trailer upon the Premises except one which is constructed by the manufacturer for that purpose, including camper trailers, motor homes and tent campers and they may be used only as a temporary seasonal dwelling on lots so long as (a) local and state sanitary and health laws are observed; (b) all utility connections are temporary and comply with local codes, and (c) the owner of any lot may use such lot for

such purposes for a period of five (5) years only, commencing on the date of initial purchase of the lot from Rose Lake Development Company and expiring at the end of five (5) years thereafter.

(1) The location and materials used in design of all fences shall be subject to the approval of the Architectural Committee described in paragraph 6(b) above and application for such approval must be made in writing showing all of the details regarding the fencing.

7. Sanitary Regulations

The sanitary regulations for Rose Lake in the Woods Nos. 2 and 3 are set forth in the documents entitled "Health Restrictions for Rose Lake in the Woods No. 2," and recorded in Liber 352, Pages 26-28, and "Health Restrictions for Rose Lake in the Woods No. 3," recorded in Liber 352, Pages 125-27, Osceola County Records.

8. Rose Lake in the Woods Property Owners Association, Inc.

(a) Incorporation and Properties. The Grantor has caused to be incorporated the aforementioned Association and has conveyed to said Association, lots 12, 13, 14 and 15 of Rose Lake Heights Plat in Section 9, Town 19 North, Range 9 West, Rose Lake Township, Osceola County, Michigan, to be used by all of the members of the Association in common for recreational purposes, subject to a reversionary interest in Grantor under certain circumstances and conditions set forth in said deed.

(b) Membership. Every person or entity who holds any equitable interest, including the Developer, in any lot or lots included within the Plats of Rose Lake in the Woods Nos. 2 or 3, whether as land contract vendee or fee holder being

subject to these covenants, shall be a member of The Rose Lake in the Woods Property Owners' 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.

(c) Dues and Assessments - Purposes. All members of the Association shall be required to contribute an equal amount per lot of annual dues and/or assessments to the Association for the following purposes:

1) To clean and maintain the aforementioned park facilities located in the Plats Rose Lake in the Woods Nos. 2 and 3 and the recreational facilities on said lots 12, 13, 14 and 15 of Rose Lake Heights, as well as other parks included in Rose Lake in the Woods No. 1 plat, on a regular basis.

2) To maintain and enforce, by legal action if necessary, the restrictions, within this Deed of Restrictions.

3) To take all other action which the Association may deem necessary and desirable.

(d) Voting Rights. The Association shall have one class of voting membership. Voting members shall be all those members who hold the interest required for Membership in Subsection (b) above. When more than one person holds such interest or interests in any lot in said properties, all such persons shall be members and the vote for each such lot shall be exercised as they among themselves determine. Each member shall be entitled

to one vote for each lot that he owns or in which he owns in fee or in which he has an interest as a land contract purchaser.

(e) Dues and Assessments - Amount. The initial annual dues payable on a calendar year basis to the Property Owners Association shall be \$25 per lot, payable during January of the calendar year to which they apply. These dues may be increased by the Association from time to time provided, however, any increase above this amount during the seven (7) year period commencing with the date hereof shall require the consent of the Grantor. The annual dues and assessments payable to the Association shall become a lien upon the lot owned by the member who owes such dues.

(f) Effect of Non-Payment of Assessment. The Personal Obligation of the Owner, The Lien, Remedies of the Association. If the assessments are not paid on the date when due (being the dates specified in Subsection (e) hereof), then thereupon the assessments and cost of collection thereof as hereinafter provided, shall 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 percent (7%) 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 taken it shall include interest on the total amount as above provided and reasonable attorney's fee to be fixed by the court together with the cost of the action.

(g) 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.

(h) 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 Park Areas mentioned in Section 5 above; (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 owned by



the Grantor, its successors and assigns, and held by, them or any of them for sale or resale, including any lots which may have been reacquired by the Grantor.

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

9. Utility Easements

The GRANTORS hereby reserve an easement for utility purposes over and across a ten (10) foot strip abutting both sides of every public roadway within the Plats of Rose Lake in the Woods Nos. 2 and 3. Within this easement, no structure, wall, fence, or other obstruction shall be constructed, placed or permitted to remain thereon.

IN WITNESS WHEREOF, the Grantor herein has by these present set its hand and seal at the City of Plainwell, County of Allegan and State of Michigan this 20th day of October, 1978.

Signed in the Presence of:

Teresa M. Hux  
Carl Adamson

ROSE LAKE DEVELOPMENT COMPANY

James B. Gustafson  
James B. Gustafson, President

REGISTER'S OFFICE ) Received 13th  
OSCEOLA CO. MICH. ) SS day of Nov 1978  
At 9:00 A.M.  
Eln C. Edstrom Register

ACKNOWLEDGEMENT

STATE OF MICHIGAN ) ss  
COUNTY OF )

On this 20th day of October, 1978, before me, a Notary Public in and for said County, personally appeared James B. Gustafson, President of the above-named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such president of said corporation, and acknowledged that he executed the foregoing instrument as such officer as the free act and deed of said corporation, by its authority.

This instrument prepared by:  
Jon P. Bachelder, Esq.  
Warner, Norcross & Judd  
900 Old Kent Building  
Grand Rapids, MI 49503

Teresa M. Hux Teresa M. Hux  
Notary Public, Allegan Co., MI  
My Commission expires: 2-18-81

ROSE LAKE DEVELOPMENT COMPANY, a Michigan corporation, of 89 S. Lake Doster Drive, Plainwell, Michigan 49080

TO

All future owners of lots in the Plats of Rose Lake in the Woods No. 2 and Rose Lake in the Woods No. 3, in Section 9, Town 19 North, Range 9 West, Rose Lake Township, Osceola County, Michigan as said plats are recorded in Plat File No. 1, Pages 111 through 114, Osceola County Records.

Rose Lake Development Company, a Michigan corporation, hereinafter called the "Grantor" is the owner and developer of certain real property in Section 9, Town 19 North, Range 9 West, Rose Lake Township, Osceola County, Michigan, a portion of which, known as the Plat of Rose Lake in the Woods No. 1, is subject to a Deed of Restrictions recorded October 15, 1973 in Liber 308, Page 635 of Osceola County Records. The Grantor desires to establish a general plan for improvement and development of this real property, and to secure the enforcement of uniform restrictive covenants upon the usage and development of the real property within the Plats of Rose Lake in the Woods No. 2 and Rose Lake in the Woods No. 3.

Therefore, the Grantor does establish the following conditions and restrictions for the said Plats (hereinafter sometimes referred to as the "Premises"):

1. Compliance with Laws

All restrictive covenants, as listed herein, are subject to compliance with the State of Michigan and the County of Osceola health ordinances, legally enforceable zoning regulations, and any other duly enacted law or regulation.

2. Additional Restrictions

All restrictive covenants, as listed herein, shall run with the land and remain in full force and effect and shall be construed as a minimal set of restrictions, and shall not be diluted or rescinded in any way.

3. Enforcement

The Grantor and/or the Rose Lake in the Woods Property Owners Association, Inc. shall have the right to take appropriate legal action to enforce any and all restrictions hereby imposed.

4. Severability

Invalidation of any one of these covenants by judgment or court order shall in no way affect the validity of any other provision in this Deed of Restrictions.

5. Common Park Areas

The Plat of Rose Lake in the Woods No. 2 has common park areas designated as Baker Park, Charlie Park and Dog Park. The Plat of Rose Lake in the Woods No. 3 has common park areas designated Charlie Park, Easy Park and Fox Park. All these park areas shall be held and used in common by the owners of lots in the Plats of Rose Lake in the Woods Nos. 1, 2 and 3 for the following purposes, and subject to the following restrictions:

a) Said parks are not to be used as ingress and egress for automobiles, trucks or other four-wheeled vehicles but may be used for motorcycling and snowmobiling, subject to rules established by the Rose Lake in the Woods Property Owners Association, Inc.

b) The parks may be used for hiking and shall serve as a green belt between the lots in the plat and any adjacent areas to afford privacy and maintain a natural environment in an undeveloped state and all trees and growth are to be preserved in an attractive and natural manner, subject only to the development of trails for hiking, snowmobiling and motorcycling.

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c) The park areas may be used for picnicking but not for camping.

d) The Rose Lake in the Woods Property Owners Association, Inc. may select one or more of the parks and improve same as a meeting place, gathering place and place for recreational activities, for the members of the Association and their families and for this purpose may remove trees, erect structures and make other improvements as approved by the Association, including recreational facilities such as tennis courts, horseshoe courts, shuffleboard courts and others, and may conduct family gatherings, musical events, Association picnics and other Association approved uses and activities.

6. Building and Use Restrictions

a) All lots within the Plats of Rose Lake in the Woods Nos. 2 and 3 shall be used for single family residence purposes only and no business, commercial or manufacturing enterprise shall be conducted on the Premises.

b) No building shall be erected on the Premises unless and until it has been approved by the Architectural Committee for the subdivision of Rose Lake in the Woods. Said committee shall consist of the members of the Board of Directors of Rose Lake Development Company as said members shall be elected from time to time. Plans are to be submitted to the corporate offices of Rose Lake Development Company for approval. The plans to be submitted shall include a site plan showing the location of the dwelling, garage and driveway and the well and sanitary facilities upon the premises and said site plan must have all required governmental approvals before being submitted. The site plan shall also show the approximate location and size of all trees required to be removed in order to make the proposed improvements. The plans submitted shall also include a complete exterior plan showing the elevation of all four sides, including the exterior building materials and the colors of all exteriors

including siding, roof, trim and foundation. After a period of 15 years from and after the date hereof, or at such time as the Board of Directors of Rose Lake Development Company shall relinquish in writing its authority as the Architectural Committee, whichever first occurs, the Architectural Committee shall be designated by the Board of Directors of the Rose Lake in the Woods Property Owners Association, Inc. The Architectural Committee shall have authority to control the location of the building on the lot, the design of the building, the exterior materials and colors used, the removal of trees of six inches in diameter or larger, and the location of driveways.

c) Any approval required to be given by the Architectural Committee shall be acted upon by the Committee within 60 days after receipt of the written application by the Committee and if not acted upon within that period, shall be deemed to have been approved. Approval by the Committee shall be in writing signed by two or more members of the Committee.

d) No mobile home shall be moved upon, erected or maintained on any lot on the Premises.

e) No basement, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any structure or building in the process of construction be used as a residence until the exterior is completed.

f) The exterior of any building shall be finished within a period of 12 months after construction on it has actually begun.

g) No animals, horses, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs,

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cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

h) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

i) Rose Lake Development Company may erect "For Sale" signs on any lots or residence at any time. No other party may erect any "For Sale" sign or advertising device of any kind on any lot except on a new residence previously unoccupied which is offered by the developer or builder. Entrance upon any lot for removal of any violation of this restriction shall not be regarded as trespass. When 60 lots in the Plats of Rose Lake in the Woods Nos. 2 and 3 have been conveyed by deed by Rose Lake Development Company, this sign restriction shall lapse and become null and void.

j) Every dwelling house shall have not less than 600 square feet of enclosed living space exclusive of porches, breezeways, carports, patios, pool areas, garages and other accessory uses.

k) No bus or other vehicle may be used as a camper or camper trailer upon the Premises except one which is constructed by the manufacturer for that purpose, including camper trailers, motor homes and tent campers and they may be used only as a temporary seasonal dwelling on lots so long as (a) local and state sanitary and health laws are observed; (b) all utility connections are temporary and comply with local codes, and (c) the owner of any lot may use such lot for

such purposes for a period of five (5) years only, commencing on the date of initial purchase of the lot from Rose Lake Development Company and expiring at the end of five (5) years thereafter.

(1) The location and materials used in design of all fences shall be subject to the approval of the Architectural Committee described in paragraph 6(b) above and application for such approval must be made in writing showing all of the details regarding the fencing.

7. Sanitary Regulations

The sanitary regulations for Rose Lake in the Woods Nos. 2 and 3 are set forth in the documents entitled "Health Restrictions for Rose Lake in the Woods No. 2," and recorded in Liber 352, Pages 26-28, and "Health Restrictions for Rose Lake in the Woods No. 3," recorded in Liber 352, Pages 125-27, Osceola County Records.

8. Rose Lake in the Woods Property Owners Association, Inc.

(a) Incorporation and Properties. The Grantor has caused to be incorporated the aforementioned Association and has conveyed to said Association, lots 12, 13, 14 and 15 of Rose Lake Heights Plat in Section 9, Town 19 North, Range 9 West, Rose Lake Township, Osceola County, Michigan, to be used by all of the members of the Association in common for recreational purposes, subject to a reversionary interest in Grantor under certain circumstances and conditions set forth in said deed.

(b) Membership. Every person or entity who holds any equitable interest, including the Developer, in any lot or lots included within the Plats of Rose Lake in the Woods Nos. 2 or 3, whether as land contract vendee or fee holder being

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subject to these covenants, shall be a member of The Rose Lake in the Woods Property Owners' 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.

(c) Dues and Assessments - Purposes. All members of the Association shall be required to contribute an equal amount per lot of annual dues and/or assessments to the Association for the following purposes:

1) To clean and maintain the aforementioned park facilities located in the Plats Rose Lake in the Woods Nos. 2 and 3 and the recreational facilities on said lots 12, 13, 14 and 15 of Rose Lake Heights, as well as other parks included in Rose Lake in the Woods No. 1 plat, on a regular basis.

2) To maintain and enforce, by legal action if necessary, the restrictions, within this Deed of Restrictions.

3) To take all other action which the Association may deem necessary and desirable.

(d) Voting Rights. The Association shall have one class of voting membership. Voting members shall be all those members who hold the interest required for Membership in Subsection (b) above. When more than one person holds such interest or interests in any lot in said properties, all such persons shall be members and the vote for each such lot shall be exercised as they among themselves determine. Each member shall be entitled



to one vote for each lot that he owns or in which he owns in fee or in which he has an interest as a land contract purchaser.

(e) Dues and Assessments - Amount. The initial annual dues payable on a calendar year basis to the Property Owners Association shall be \$25 per lot, payable during January of the calendar year to which they apply. These dues may be increased by the Association from time to time provided, however, any increase above this amount during the seven (7) year period commencing with the date hereof shall require the consent of the Grantor. The annual dues and assessments payable to the Association shall become a lien upon the lot owned by the member who owes such dues.

(f) Effect of Non-Payment of Assessment. The Personal Obligation of the Owner, The Lien; Remedies of the Association. If the assessments are not paid on the date when due (being the dates specified in Subsection (e) hereof), then thereupon the assessments and cost of collection thereof as hereinafter provided, shall 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 percent (7%) 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 taken it shall include interest on the total amount as above provided and reasonable attorney's fee to be fixed by the court together with the cost of the action.

(g) 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.

(h) 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 Park Areas mentioned in Section 5 above; (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 owned by

the Grantor, its successors and assigns, and held by them or any of them for sale or resale, including any lots which may have been reacquired by the Grantor.

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

9. Utility Easements

The GRANTORS hereby reserve an easement for utility purposes over and across a ten (10) foot strip abutting both sides of every public roadway within the Plats of Rose Lake in the Woods Nos. 2 and 3. Within this easement, no structure, wall, fence, or other obstruction shall be constructed, placed or permitted to remain thereon.

IN WITNESS WHEREOF, the Grantor herein has by these present set its hand and seal at the City of Plainwell, County of Allegan and State of Michigan this 27th day of August, 1980.

Signed in the presence of:

ROSE LAKE DEVELOPMENT COMPANY

Teresa M. Hux  
Teresa M. Hux  
Sally L. Lukins  
Sally L. Lukins

By: James B. Gustafson  
James B. Gustafson  
President

ACKNOWLEDGMENT

STATE OF MICHIGAN)  
COUNTY OF ) ss

On this 27th day of August, 1980, before me, a Notary Public in and for said County, personally appeared James B. Gustafson, President of the above-named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such president of said corporation, and acknowledged that he executed the foregoing instrument as such officer as the free act and deed of said corporation, by its authority.

Teresa M. Hux Teresa M. Hux  
Notary Public, Allegan Co., MI  
My Commission Expires: 8-18-81

This instrument prepared by:  
Jon P. Bachelder  
Warner, Norcross & Judd  
900 Old Kent Building  
Grand Rapids, Michigan 49503  
(616) 459-6121

USER 371 PAGE 295

REGISTER'S OFFICE ) Received 8th  
OSCEOLA CO. MICH. ) ss Day of Sept, 1980  
At 4:25 P.M.

-10- Elm C. Edstrom Register

THIS AMENDMENT made this 26<sup>th</sup> day of August, 1981 by ROSE LAKE DEV. CO., a Michigan corporation of 89 South Lake Doster Drive, Plainwell, Michigan, and the undersigned individuals, all of LeRoy, Michigan, collectively the owners of each and every lot in the real estate subdivision described as:

The Plats of Rose Lake In The Woods No. 2 and Rose Lake in the Woods No. 3, Section 9, Town 19 North, Range 9 West, Rose Lake Township, Osceola County, Michigan, as said plats are recorded in Plat File No. 1, Pages 111-14, Osceola County records;

W I T N E S S E T H :

WHEREAS, the Grantors of the real property comprising said subdivision did, by a Deed of Restrictions dated August 27, 1980, impose upon the said property certain restrictions recorded in Liber 371, Pages 286-95, Osceola County records; and

WHEREAS, the parties hereto, being the owners of all property affected by such restrictions, now desire to amend the restrictions contained in said Deed of Restrictions;

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto, it is understood and agreed as follows:

1. Paragraph No. 2 of the Deed of Restrictions is deleted in its entirety and the following is substituted therefore:

"2. Additional Restrictions; Amendments

All restrictive covenants, as listed herein, shall run with the land and remain in full force and effect and shall be construed as a minimal set of restrictions, and shall not be altered, amended or rescinded without the approval of the owners of seventy-five percent (75%) of the aggregate lots in the Plats of Rose Lake in the Woods No. 2 and Rose Lake in the Woods No. 3.

2. New Paragraph No. 5(e) is added to the Deed of Restrictions to provide as follows:

"e. The Rose Lake in the Woods Property Owners Association may, with the approval of seventy-five percent (75%) of its members, lease any park land under its control for the purposes of oil and/or natural gas exploration and production and all operations appropriate thereto. The proceeds and royalties from any such lease shall inure to the benefit of the Association to be used for such purposes as the Association may deem necessary or desirable.

3. Paragraph No. 6(a) of the Deed of Restrictions is deleted in its entirety and the following is substituted therefore:

"a. All lots within the Plats of Rose Lake in the Woods Nos. 2 and 3 shall be used for single family residence purposes only and no business, commercial or manufacturing enterprise shall be conducted on said premises; provided, however, that it shall not be a violation of these restrictions to lease or otherwise use any lot in the plat for the purpose of oil and/or natural gas exploration or production or other activities appropriate thereto.

4. Except as thus amended, the Deed of Restrictions is hereby affirmed in its entirety, it being the intent of the parties hereto that the real property described above is and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions set forth therein.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and date first above written.

ROSE LAKE DEV. CO.

Witnesses:

By James B. Gustafson  
James B. Gustafson, President

Karen L. Petersen  
Karen L. Petersen

Ann M. Cushman  
Ann M. Cushman

Carl J. Gustafson  
Carl J. Gustafson  
Hans P. Docter  
Hans P. Docter

James J. McGarry  
James J. McGarry

STATE OF MICHIGAN )  
COUNTY OF Oscoda ) ss

The foregoing instrument was acknowledged before me on this 26th day of August, 1981 by James B. Gustafson, President of Rose Lake Dev. Co., a Michigan corporation on behalf of said corporation; and James J. McGarry.

This Instrument Prepared By:

Jon P. Bachelder  
Warner, Norcross & Judd  
900 Old Kent Building  
Grand Rapids, Michigan 49503

Elva C. Edstrom  
Notary Public Elva C. Edstrom  
County of: Oscoda  
State of Michigan  
My commission expires: April 20, 1982  
LIBER 387 PAGE 371

Recorded: August 26, 1981, at 10:25 A.M.  
Oscoda County Register of Deeds, Elva C. Edstrom

AMENDMENT TO DEED OF RESTRICTIONS

THIS AMENDMENT made this 20th day of August, 1981 by ROSE LAKE DEV. CO., a Michigan corporation of 89 South Lake Doster Drive, Plainwell, Michigan, and the undersigned individuals, all of LeRoy, Michigan, collectively the owners of each and every lot in the real estate subdivision described as:

The Plats of Rose Lake In The Woods No. 2 and Rose Lake in the Woods No. 3, Section 9, Town 19 North, Range 9 West, Rose Lake Township, Osceola County, Michigan, as said plats are recorded in Plat File No. 1, Pages 111-14, Osceola County records;

W I T N E S S E T H :

WHEREAS, the Grantors of the real property comprising said subdivision did, by a Deed of Restrictions dated August 27, 1980, impose upon the said property certain restrictions recorded in Liber 371, Pages 286-95, Osceola County records; and

WHEREAS, the parties hereto, being the owners of all property affected by such restrictions, now desire to amend the restrictions contained in said Deed of Restrictions;

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto, it is understood and agreed as follows:

1. Paragraph No. 2 of the Deed of Restrictions is deleted in its entirety and the following is substituted therefore:

"2. Additional Restrictions; Amendments

All restrictive covenants, as listed herein, shall run with the land and remain in full force and effect and shall be construed as a minimal set of restrictions, and shall not be altered, amended or rescinded without the approval of the owners of seventy-five percent (75%) of the aggregate lots in the Plats of Rose Lake in the Woods No. 2 and Rose Lake in the Woods No. 3.

2. New Paragraph No. 5(e) is added to the Deed of Restrictions to provide as follows:

"e. The Rose Lake in the Woods Property Owners Association may, with the approval of seventy-five percent (75%) of its members, lease any park land under its control for the purposes of oil and/or natural gas exploration and production and all operations appropriate thereto. The proceeds and royalties from any such lease shall inure to the benefit of the Association to be used for such purposes as the Association may deem necessary or desirable.

3. Paragraph No. 6(a) of the Deed of Restrictions is deleted in its entirety and the following is substituted therefore:

"a. All lots within the Plats of Rose Lake in the Woods Nos. 2 and 3 shall be used for single family residence purposes only and no business, commercial or manufacturing enterprise shall be conducted on said premises; provided, however, that it shall not be a violation of these restrictions to lease or otherwise use any lot in the plat for the purpose of oil and/or natural gas exploration or production or other activities appropriate thereto.

4. Except as thus amended, the Deed of Restrictions is hereby affirmed in its entirety, it being the intent of the parties hereto that the real property described above is and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions set forth therein.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and date first above written.

Witnesses:

ROSE LAKE DEV. CO.

Ann M. Cushman  
Ann M. Cushman  
Karen L. Peterson  
Karen L. Peterson  
Arlyce D. Fuller  
Arlyce D. Fuller  
Charles D. Fuller  
Charles D. Fuller  
Carl W. Newton  
Carl W. Newton  
Sheryl Botsford  
Sheryl Botsford

By: James B. Gustafson  
James B. Gustafson, President  
Arlyce D. Fuller  
Arlyce D. Fuller  
Carl W. Newton  
Carl W. Newton

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF )

The foregoing instrument was acknowledged before me on this 20<sup>th</sup> day of August, 1981 by James B. Gustafson, President of Rose Lake Dev. Co., a Michigan corporation on behalf of said corporation.

Karen L. Peterson  
Notary Public Karen L. Peterson  
County of: Kalamazoo  
State of Michigan  
My commission expires: 2/12/85

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF Macata

The foregoing instrument was acknowledged before me  
on this 33rd day of July, 1981 by Darlene B. Fuller

Darlene B. Fuller  
Notary Public Darlene B. Fuller  
County of: Macata  
State of Michigan  
My commission expires: 1/4/84

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF Ingham

The foregoing instrument was acknowledged before me  
on this 12 day of Aug, 1981 by Carl W. Newton

C. J. GLISSON  
Notary Public, Ingham Co., Mich.  
My Comm. Expires Sept. 17, 1984

C. J. Glisson  
Notary Public C. J. Glisson  
County of: Ingham  
State of Michigan  
My commission expires: 9-17-84

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF )

The foregoing instrument was acknowledged before me  
on this \_\_\_ day of \_\_\_, 1981 by \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
County of: \_\_\_\_\_  
State of Michigan  
My commission expires: \_\_\_\_\_

Received 26th  
REGISTER'S OFFICE ) SS Day of AUG 19 81  
OSCEOLA CO. MICH. )  
At 10:25 A.M.  
Elin C. Edstrom Register

This Instrument Prepared By:

Jon P. Bachelder  
Warner, Norcross & Judd  
900 Old Kent Building  
Grand Rapids, Michigan 49503

LIBER 387 PAGE 377





## HEALTH RESTRICTIONS

The undersigned developer, the Pine River Timber Company, a Michigan Corporation, hereby imposes the following Health restrictions on the plat of "South Rose Lake Forest," according to the recorded plat thereof.

- (1.) All lots (1-118) subject to the following restriction:  
No person shall begin construction of or make major repairs to any septic tank, septic toilet or sub-surface disposal system until owner or his representative has made application to the Central Michigan District Health Department, Reed City, Michigan.
- (2.) Each well drilled on this plat (lots 1-118) must pass through a protective clay layer before an aquifer is used.
- (3.) Lots 10, 13, 14, 15, 44, 61, 64, 66, 83, 95, 98, 99, 102, 103, 104, 108 and 109 cannot be sold or conveyed for development until such lots are developed to the satisfaction of the Central Michigan District Health Department, Reed City, Michigan.
- (4.) Construction on the following lots is hereby restricted as follows: The placement of a dwelling and sewage disposal system must be located on the lot in the area identified to the satisfaction of the Central Michigan District Health Department, Reed City, Michigan.
  - Lot 11 - North 55 ft.
  - Lot 42 - Front 40 ft. of lot
  - Lot 43 - Front 50 ft. of lot
  - Lot 45 - North 70 ft. of South 135 ft.
  - Lot 65 - West 95 ft.
  - Lot 67 - South 75 ft.
  - Lot 73 - West 100 ft.
  - Lot 74 - West 90 ft.
  - Lot 75 - West 105 ft.
  - Lot 84 - West 80 ft.
  - Lot 88 - South 110 ft. except West 40 ft.
  - Lot 89 - North 55 ft. of South 120 ft.
  - Lot 110 - West 40 ft.
  - Lot 113 - North 80 ft. of West 70 ft.

Signed in the presence of:

*Roger C. Covert*  
 Roger C. Covert  
*Rollene A. Girdley*  
 Rollene A. Girdley

PINE RIVER TIMBER COMPANY

By *Allan D. Wood*  
 Allan D. Wood

Its President

State of Michigan)  
 County of Oakland)

The foregoing instrument was acknowledged before me this 14<sup>TH</sup> day of JANUARY, 1975 by Allan D. Wood, President of Pine River Timber Company, a Michigan Corporation, on behalf of the said corporation.

My Commission Expires 9-15-76

*Rollene A. Girdley*  
 Rollene A. Girdley  
 Notary Public  
 Macomb County, Michigan

*original approval letter sent  
 Mar 22, 1975*  
4/1/75  
 Date

*Michael Ulrich*  
 Michael Ulrich  
 Central Michigan District Health Department  
 Reed City, Michigan

Prepared by and return to:

Allan D. Wood  
 2405 N. Main  
 Royal Oak, Michigan

REGISTER'S OFFICE )  
 OSCOLA CO. MICH. ) SS Day May 19 75  
 at 3:00 P.M.  
*Eric C. Edstrom* Registrar

BUILDING AND USE RESTRICTIONS

The undersigned developer, the Pine River Timber Company, a Michigan Corporation, hereby imposes the following restrictions on the following described lots in "South Rose Lake Forest."

No mobile homes, whether on wheels or permanently affixed to the land are to be used at any time.

The following lots are applicable: Lots 1 through 13 inclusive; 19 through 22 inclusive; 43 through 56 inclusive; 58 through 103 inclusive; and lots 116, 117 and 118.

In addition, the use of campers or camping equipment shall not be permitted after 1980 on the following described lots. Lots 44 through 53 inclusive, Lots 61 through 92 inclusive.

Dated this 14th day of January, 1975

Signed in the presence of:

Roger C. Covert  
Roger C. Covert  
Rollene A. Girdley  
Rollene A. Girdley

PINE RIVER TIMBER COMPANY

By Allan D. Wood  
Allan D. Wood  
Its President

State of Michigan)  
County of Oakland)

The foregoing instrument was acknowledged before me this 14th day of January, 1975 by Allan D. Wood, President of Pine River Timber Company, a Michigan Corporation, on behalf of the said corporation.

My Commission Expires 9-15-76

Rollene A. Girdley  
Rollene A. Girdley  
Notary Public  
Macomb County,  
Michigan

Prepared by and return to

Allan D. Wood  
2405 N. Main St.  
Royal Oak, Michigan

LIBER 321 PAGE 223

REGISTER'S OFFICE )  
OSCEOLA CO. MICH. ) SS Day of May 1975  
At 3:00 P.M.  
Elva C. Edstrom Register

BUILDING AND USE RESTRICTIONS

The undersigned developer, the Pine River Timber Company, a Michigan Corporation, hereby imposes the following restriction on the plat of "South Rose Lake Forest," according to the recorded plat thereof.

No street light, mercury light or other such form of light shall be installed on any lot within the plat of "South Rose Lake Forest." Any flood lights or other type of lighting, if installed, shall be installed in such a manner that the light does not illuminate areas other than that owned by the lot owner making such installation.

Dated this 14th day of JANUARY, 1975

Signed in the presence of:

Roger C. Covert  
Roger C. Covert

Rollene A. Girdley  
Rollene A. Girdley

PINE RIVER TIMBER COMPANY

By Allan D. Wood  
Allan D. Wood

Its President

State of Michigan)  
County of Oakland)

The foregoing instrument was acknowledged before me this 14th day of JANUARY, 1975 by Allan D. Wood, President of Pine River Timber Company, a Michigan Corporation, on behalf of the said corporation.

My Commission Expires 9-15-76

Rollene A. Girdley  
Rollene A. Girdley  
Notary Public  
Macomb County,  
Michigan

Prepared by and return to

Allan D. Wood  
2405 N. Main St.  
Royal Oak, Michigan

REGISTER'S OFFICE )  
JSC20LA CO. MICH. ) SS  
Received 23rd  
Day of May 1975  
At 3:00 P.M.  
Edna C. Edstrom Register

BUILDING AND USE RESTRICTIONS

The undersigned developer, the Pine River Timber Company, a Michigan Corporation, hereby imposes certain Building and Use Restrictions, recorded July 17, 1972, in Liber 298, Pages 169 through 175 inclusive, Osceola County records, on all the land in the plat of "South Rose Lake Forest," according to the plat thereof.

Dated this 14th day of JANUARY, 1975

Signed in the presence of:

Roger C. Covert  
Roger C. Covert  
Rollene A. Girdley  
Rollene A. Girdley

PINE RIVER TIMBER COMPANY

BY Allan D. Wood  
Allan D. Wood  
ITS President

State of Michigan)  
County of Oakland)

The foregoing instrument was acknowledged before me this 14th day of JANUARY, 1975 by Allan D. Wood, President of Pine River Timber Company, a Michigan Corporation, on behalf of the said corporation.

My Commission Expires 9-15-76

Rollene A. Girdley  
Rollene A. Girdley  
Notary Public  
Macomb County,  
Michigan

Prepared by and return to  
Allan D. Wood  
2405 N. Main St.  
Royal Oak, Michigan

LIBER 321 PAGE 225

REGISTER'S OFFICE  
OSCEOLA CO. MICH.

Received 23rd  
May 19 75  
At 3:00 P.M.

Elva C. Edstrom Register

LIBER 353 PAGE 668

ADDENDUM TO RESTRICTIONS

To Whom It May Concern:

Health Department restrictions for lots 64, 83, 104, 108, and 109  
as recorded in Register of Deeds Office Osceola County, liber  
page           , are no longer pertinent to the development of South Rose Lake  
Forest Subdivision

The Central Michigan District Health Department as the controlling authority in this  
matter, hereby releases the above named restriction.

Date 11/29/78 Signature Central Michigan District Health Department  
Michael Ulrich R.S.  
Michael Ulrich

Subscribed and sworn to before me this 29<sup>th</sup> day of Nov 1978.

Elva C. Edstrom Notary Public, Osceola County Michigan  
Elva C. Edstrom

My commission expires April 30, 1982

REGISTER'S OFFICE ) Received 29th  
OSCEOLA CO. MICH. ) 33 Day of Nov. 1978  
At 9:30 A.M.  
Elva C. Edstrom Register

ADDENDUM TO RESTRICTIONS

To Whom It May Concern:

Health Department restrictions for lots 10, 13, 14, 15, 44, 61, 66, 95, 98, 99, 102, 103

as recorded in Register of Deeds Office Osceola County, liber 321

page 221, are no longer pertinent to the development of South Rose Lake

Forest

The Central Michigan District Health Department as the controlling authority in this matter, hereby releases the above named restriction.

The Central Michigan District Health Department

Date 3/1/78 Signature Michael Ulrich MS  
Michael Ulrich

Subscribed and sworn to before me this 1st day of March 1978.

Linda Backus Notary Public, Osceola County Michigan  
Linda Backus

My commission expires 1/14/80

REC'D - 13th  
OSCEOLA COUNTY MAR 28  
9:00 A.M.  
Edna C. Edstrom

LIBER 345 PAGE 34





KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, the Fine River Timber Company, a Michigan Corporation and all persons and owners by Allan D. Wood, Attorney in Fact, 124½ N. Mitchell, Cadillac, Michigan, being the present owners of the following described property in the Township of Rose Lake, Osceola County, Michigan, to wit:

All the land in the plat of "Southwest Rose Lake Forest," according to the plat thereof.

WITNESSETH:

WHEREAS, Developer is the land contract purchaser of real property described in Article II of this Declaration and desires to create thereon a residential community with 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 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 collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer shall cause to be incorporated under the laws of the State of Michigan, as a non-profit corporation,

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:

LEFR 356 PAC. 411

(h) "Association" shall mean and refer to the Rose Lake Forest Property Owners Association,

(i) "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.

(j) "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.

(k) "Original Lot" shall mean and refer to any lot or plot of land shown upon any original recorded and subdivision map of The Properties after the same has been sold by the Developer, or its representatives or assigns, by land contract or by deed but shall not include Common Properties as hereinafter defined or any lot that the Developer has sold in which the contract becomes default by the purchaser and that the Developer or its assigns takes back for resale.

(l) "Owner" shall mean and refer to the equitable owner whether one or more persons or entities holding any original lot situated upon The Properties whether such ownership be in fee simple title or as land contract vendee, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee except if the mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

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

(n) "Front Lot Line" shall mean and refer to that side of the lot that touches the county road in the event that the lot is a corner lot, it shall mean and refer to the shortest side of the lot that touches the county road.

## 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 the Township of Rose Lake,

Oceoda County, Michigan and is more particularly described as follows:

#### ROSE LAKE FOREST

being a subdivision part of Section 5, Township 19 North, Range 9 West, Rose Lake Township, Oceoda County, Michigan.

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

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

The Developer, its successors and assigns, shall have the right to bring additional lands located in Oceoda County, Michigan, 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 and assigns, to make the proposed additions or to adhere to the scheme in any subsequent development of the land described herein. In no event, however, shall such supplementary Declaration revoke, modify or add to the Covenants established by this Declaration within the existing property.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

#### Section 1. Membership

Every person or entity who holds any equitable interest, including the Developer, in any lot or lots included within "The Properties" as herein defined, whether as land contract vendee or fee holder being subject to these covenants, shall be a member of the Association provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

#### Section 2. Voting Rights

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 above. When more than one person holds such interest or interests in any lot in said Properties, all such persons shall be members and

the vote for each such Lot shall be exercised as they among themselves determine. Each member shall be entitled to one vote for each lot that he owns or in which he owns in fee or in which he has an interest as a land contract purchaser.

#### ARTICLE IV

#### PROPERTY RIGHTS IN THE COMMON PROPERTIES AND PARKS

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

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

##### Section 2. Title to Common Properties.

The Developer shall retain the legal title to the Common Properties but not longer than such time as it has sold 90% of the lots in the Properties including all additions thereto and the aggregate of the outstanding balances of the sales prices therefor has been reduced to 80% thereof, but not later than five (5) years from the date of the recording of this document, when the Developer shall convey to the Association such Common Properties with all improvements thereon.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) the rights of the Association to take such steps as are reasonably necessary to protect the above described Properties against foreclosure; and
- (b) 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.

#### 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 or charges; (2) The annual 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, shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as herein-after 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 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.

##### Section 3. Basis and Amount of Annual Assessments.

The annual assessment shall be \$15.00 per each Original Lot sold by Developer, its representatives or assigns, by Land Contract or Deed and the assessment shall be distributed evenly against each Original Lot, provided that in cases where an Owner owns more than one lot, the assessment for the first lot owned shall be \$15.00, but each additional lot shall bear an annual assessment of \$10.00. From all such assessments, the association shall pay for the cost of the maintenance of parks, equipment, general upkeep of the Rose Lake Forest area, management and operation thereof. In no event shall any assessment or charge or special assessment as provided below be levied against or be due from Developer for any lots owned by it, or otherwise.

##### Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year on each Original Lot sold by the Developer, its representatives or assigns, a special assessment, applicable to that year only, for:

be fixed in the Resolution authorizing such assessment.

**Section 8. Duties of the Board of Directors.** The management, affairs and policies of the Association shall be vested in the Board of Directors, each of whom must be a member of the Association in good standing. The number of Directors shall be not more than eighteen and not less than six. The Board of Directors of the Association shall prepare a roster of the proper- ties 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; Remedies of Association. If the assessments are not paid on the date when due (being the date specified in Section 7 hereto), then thereon and cost of collection thereof as hereinafter provided, interest upon, becoming 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 six percent (6%) 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 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.

the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a deteriorated 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 Assessment.**

Subject to the limitations of Section 5 hereto, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereto 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.

**Section 6. Quorum for Any Action Authorized under Sections 4 and 5.**

The quorum required for any action authorized by Sections 4 and 5 hereto shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereto, the presence of the members or of proxies, constituted to cast sixty percent (60%) of all votes of the members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement as set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half 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 Assessment.**

The Annual assessment provided for herein shall commence on the first day of April, 1971. The Assessment for each succeeding year shall become due and payable on the first day of April of each year. No adjustments or proration of assessments shall be made by the Association. For purposes of levying the assessment, assessments shall be considered as paid in advance and shall be levied against any Original Lot which is subject to this Declaration or Supplementary Declarations. The due date of any special assessment under Section 4 hereto shall

5  
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 owned by the Developer, its successors and assigns, and held by them or any of them for sale or resale, including any lots which may have been reacquired by the Developer.

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

#### ARTICLE VI

##### MOBILE HOMES, CAMPERS & TRAILERS, FENCES AND MISCELLANEOUS

Section 1. All Mobile Homes, when placed on an Original Lot, shall be considered permanent and shall meet the following requirements:

- (a) All shall have tongues removed or covered in a decorative manner.
- (b) All shall be immediately placed on a foundation or skirting.
- (c) All that are less than 12 x 60 feet in size must be dark brown or forest green in color.
- (d) There shall be no addition to mobile homes except porch, patio or equipment manufactured by the manufacturer of the mobile home in question.
- (e) Mobile home location on the lot must comply with Article VII, Section 5, in addition to which it must be placed length

wise on the lot in a position of not over 45 degrees from perpendicular to the road at the front lot line, unless otherwise approved in writing by the Association.

Section 2. All Campers, Trailers, Camper-Trailers, Tentis and Camping Equipment, may be used as temporary dwelling on lots, so long as:

- (a) Local and State sanitary and health laws are observed.
- (b) All Utility connections are temporary.
- (c) The manufacture of all such equipment was intended for camping.

Section 3. No converted trucks, buses or vehicles other than those whose manufacture was intended for camping shall be allowed on the properties.

Section 4. All Fences shall be erected at least 75 feet back from the front lot line and 20 feet from the side lot line in the event of a corner lot.

- (a) All fences shall be made of wood or of material to lend harmony to the topography of the surrounding landscape such as shrubs or hedges.
- (b) No fence is to be over 36 inches in height.

Section 5. No platted lot shall be further subdivided.

#### ARTICLE VII

##### BUILDING AND USE LIMITATIONS

Section 1. All lots not otherwise specifically designated upon a recorded plat or recorded Declaration by Developer shall be used for residential purposes only, and no business, commercial or manufacturing enterprise shall be conducted on said premises. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not exceeding two and one-half stories in height, and one private garage or tool shed, or combination garage and bathhouse for family automobiles and boats, in keeping with the dwelling so erected.

Section 2. No basement, back garage, barn or other outbuilding shall at any time be used as a residence temporarily or permanently, nor shall any structure or building in the process of construction, be used as a residence.

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

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

No "For Sale" sign or advertising device of any kind shall be erected on any lot except on a new residence previously unoccupied which is offered by the developer or builder. Enforcement upon any lot for removal of such violation shall not be regarded as trespass.

The outside finishing of all buildings must be completed within one (1) year after construction has started, and no asphalt shingles, imitation brick, building paper, insulation board or shingles or similar non-exterior materials shall be used for the exterior finish of any such building; exterior finish shall be wood, asbestos shingles, siding, logs, brick, stone or concrete.

Every dwelling house shall have not less than 720 square feet of enclosed living space exclusive of porches, breezeways, carports, patios, pool decks, garages and other accessory uses.

Section 3. Building, Mobile Home or Camping Location. No building, mobile home, camper unit or tent shall be located on any property nearer than 75 feet to the front property line or nearer than 20 feet on any side street line. No building, mobile home, camper unit or tent shall be located nearer than 10 percent to the width of the property on which such building, mobile home, camper unit or tent is to be placed to any sidewalk, except that a three foot minimum side yard shall be permitted for a garage or other permitted accessory building which is located toward the rear of the property. For the purposes of this Covenant, caves, 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. Each permanent residence shall maintain only inside sanitary toilets with septic tanks and drain fields or dry well installations meeting the requirements of the Michigan State Board of Health.

Any owner of real property in plats of Rose Lake Forest shall have the right to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any covenant contained herein, either to prevent him or them from doing so or to recover damages or other dues for such violations. Invalidity of any use of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

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

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 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 of the lots, subject to this Declaration, including all lots if any still owned by the Developer or its successors or assigns, 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 member or owner on the records of the Association at the time of such mailing.

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

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

ARTICLE VIII  
HEALTH RESTRICTIONS

- (1) All lots (1-56) subject to the following restriction:  
No person shall begin construction of or make major repairs to any septic tank, septic toilet or sub-surface disposal system until owner or his representative has made application to the Central Michigan District Health Department, Reed City, Michigan.
- (2) Each well drilled on this plat (lots 1-56) must pass through a protective clay layer before an aquifer is used.
- (3) Construction on the following lots is hereby restricted as follows: The placement of a dwelling and sewage disposal system must be located on the lot in the area identified to the satisfaction of the Central Michigan District Health Department, Reed City, Michigan.
- Lot 13 - Front 65 ft. of lot  
Lot 14 - West 85 ft. of East 165 ft.  
Lot 15 - West 90 ft. of East 145 ft.  
Lot 16 - Front 75 ft. of lot  
Lot 20 - Front 90 ft. of lot  
Lot 21 - Front 140 ft. of lot  
Lot 22 - Front 85 ft. of lot  
Lot 29 - North 110 ft. except East 35 ft.  
Lot 30 - South 55 ft. of North 115 ft.  
Lot 31 - North 70 ft. ~: South 100 ft.  
Lot 32 - South 65 ft.

ARTICLE IX  
LIGHT RESTRICTIONS

No street light or mercury light shall be installed or erected within the plat of "SOUTHWEST ROSE LAKE FOREST."  
Flood lights, if installed, shall be installed in such a manner that the light does not illuminate areas other than that owned by the lot owner making such installation.

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ARTICLE X

BUILDING AND USE RESTRICTIONS

The following restrictions are applicable to Lots 21 through 44 inclusive: No mobile homes are to be used or stored on the aforementioned lots, whether on wheels or permanently affixed to the land.

Signed in the presence of:

Rollene A. Girdley  
Rollene A. Girdley

Allan D. Wood  
Allan D. Wood

PINE RIVER TIMBER COMPANY

By Allan D. Wood  
Allan D. Wood - President  
Allan D. Wood  
Allan D. Wood - Attorney in Fact

State of Michigan) ss  
County of Oakland)

The foregoing instrument was acknowledged before me on this 3rd day of January, 1978 by Allan D. Wood, President of Pine River Timber Company, a Michigan Corporation, and Allan D. Wood, Attorney in Fact, on behalf of said corporation and those persons with a proprietary interest in the plat of "Southwest Rose Lake Forest," according to the recorded plat thereof.

My Commission Expires Sept. 23, 1980

Rollene A. Girdley  
Rollene A. Girdley  
Notary Public  
Oakland County, Michigan

5/2/78  
Date

Michael Ulrich RS.  
Michael Ulrich  
Central Michigan District Health Department  
Reed City, Michigan

Prepared by and return to:

Allan D. Wood  
2517 N. Main  
Royal Oak, Michigan 48073

Received 19th  
REGISTER'S OFFICE ) SS Day of Mar, 1979  
OSCEOLA CO. MICH. )  
At 3:00 P.M.  
Edna C. Edstrom Register