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. I/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 I(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 I(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 I(B)(D)(E)(F)

6. ROSE LAKE FOREST VALLEY

A. DUPLICATIONS ABOVE I(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 l(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 I/ 14/75

Liber 321, Page 223

C. Building and Use Restrictions

Dated I/ 14/75

Liber 321, Page 224

D. Building and UseRestrictions

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.<u>SOUTHWEST ROSE LAKE FOREST; SOUTHWEST ROSE LAKE FOREST, AMENDED PLAT/LOT 34A</u>

A. Declarations

Dated 1/3/1978

Liber 356, Pages 411-418

B. DUPLICATIONS ABOVE I(B)(D)(E)

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Bureau of Construction Codes

Statewide Results for Subdivision Ptats

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| ———Subdivision Name— | Number | <u>County</u> | Section | Township | Range | Private Claim |
| 10 N . ROSE LAKE FOREST HILLS | 56776 | OSCEOLA | 5 | 19N | 09W | <u>Olaiiii</u> |
| _f0]ros e lake beach | 21201 | OSCEOLA | 3 | 19N | 09W | |
| ROSE LAKE BEACH, AM.P. OF LOTS 8 TO 18 INCLUSIVE, | <u>68003</u> | OSCEOLA | 3 | 19N | 09W | |
| 9 fil t, ECA!Si:::FQRESTBE6QIj | <u>56827</u> | OSCEOLA | 4 | 19N | 09W | |
| OSE LAK"EFOREST BEA | <u>56827</u> | OSCEOLA | 9 | 19N | 09W | |
| I.UI ROSE LAKE FOREST HILLS | 56828 | OSCEOLA | 5 | 19N | 09W | |
| ROSE LAKE FOREST K OLLS NO. 1 | 56829 | OSCEOLA | 5 | 19N | 09W | |
| ROSE LAKE FOREST KNOLLS NO. 2 | 56830 | OSCEOLA | 5 | 19N | 09W | |
| R 08 E Lt, KE TO RESI SHORE | .55090 | OSCEOLA | 9 | 19N | 09W | |
| ROSE !_AKE FO RES T SLOPES 3 | <u>56831</u> | OSCEOLA | 5 | 19N | 09W | |
| TTT 13.0 SE L L € FOREST VALLEY | <u>:in8J2</u> | OSCEOLA | 5 | 19N | 09W | |
| UC11 ROSE LAKE FOREST PLAT OF | <u>54101</u> | OSCEOLA | 5 | 19N | 09W | |
| j ROSE LAKE FORESI PLAT OF | <u>3-1101</u> | OSCEOLA | 5 | 19N | 09W | |
| ROSE U-KE FORI; ST REPLAT SEE E. | <u>t4099</u> | OSCEOLA | 5 | 19N | 09W | |
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| ROSE LAKE_FOREST,REPLAT SEE NORTHWEST | 54100 | OSCEOLA | 5 | 19N | 09W | |
| ROSE LAKE HEIGHT | <u>40184</u> | OSCEOLA | 9 | 19N | 09W | |
| $\hat{\mathbf{n}}$ ROSE LAKE HTS, REPLAT VACATED PT. OF | 53903 | OSCEOLA | 9 | 19N | 09N | |
| OAKHILLS DR. SEE ROSE LAKE IN THE WOODS NO.1 | | 3002027 | 5 | 1014 | USIN | |
| U,, II ROS E LAKE, N THE WOOOS NO2 | <u>56495</u> | OSCEOLA | 9 | 19N | 09W | |

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New S arch



DOW ALL. BY'IHUIIIUSB11'1'S thotwe heundersigned, the Pine River ftllher Coapany, a Nlchigab Corporation and all persons and owners by Allan D, Wood, Attormey in Fact, 124 N. Kitchalli Cadillac, Michigan, being the present owners 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: TOUN HBACHD according to the plat thereof.

WITNESSETH:

WHEREAS, Is 1111:: land contract pwmuu of real pn,paty dacrilled lit. Anide Uor IhII Decipation and dalra to create dI mon a raidemial comnumity with t pub. and oilier colliDIOII fadIhla for thelicncRtor.aid collillillilmlty I and

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WHEREAS, Dcvcloe !!)all eame to be fncorpotated under the .Ian of the State o $_{\rm f}$ $_{\rm MICbigill}$, as $^{\circ}$ non, profit corporation,

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ARTICLIi I

DEFINITIONS

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123 357 nes577

(a) " ciadOA" shall - and refer to the Rox Luc Fmat Property Ownm don.

fc) "Cdmmon fr "aball mean "IZIII rer io those or m4 showll oii,...ycconlcd suhd mtlon plat of TM dea and intendN loe elevoted to t,t,c common - and Clioyment of lhe owners of The l'ropcwa.

(d) "OriLot". U meanad rcia-toanytotorpla&oT. : land ahown any original reconfed -9 III belmsion "IP of The Propatla al'1a the.same.hi.\$ been sold b\$, lie Dm:lopcr, , or lls re tatlvcs or III ialls, by land conuactor II.- &:ed but , hall not Indude Commop I'mpertlea as haclofore ilefined IN aft) lot tlw lhe Developer bas sold in wblcb lhe --bccometl defawt by lhe plirdlucr and that lhc DeYdopcr or l1s uslg, is taka bad! for raale.

. (c) "Owner" llhlll mean.and refereto the equitable owner whetiter one or THOTESHIPS holdln; any ginal lot lilmud upon The I'rol,crtlcs whether IUda...crsbip tie In fee limole, title or u Ima ooMnet wridee. notwitbs any 'U)p1lcable lhco,y or the monpge, ball not mean w mer to the mortgagee eKccpt If the mortgagee hu acquired title puramnt to foreclosure IN' any proceeding In lieu or Torcclosmc;

• (f) Sliall mean and refer to all thoac C,,.!;_who """ mcmllm or the Atlocbtlon.as provided In AnIclc m,Seosliall mean and refer to all thoac C...i; who - win 1, hereof.

fl!) "Front Lot Unc" ahall m1:an and refer to that lide or the lot dw tGIKIIa the a,,,nty road; In the event tlw the lot Is • .a cornu lo1, It sb:dl - amt refer to du:: ahDtlat aide of the !'lot that touches thecomity road.r

ADDITIO, NS THERETO

PROPERTY SUIJIECT TO THIS DECLARATION:
Exiatin s Pruperty. The real pwpa: ty which to
dua Dedantlon, b located in the Township Of Rose Iiu,

Oaccola County, Michigan and b more parlicularly dC1Cf!!,cdis

ROSE LAKE FOREST

bd"i a subdivblon pan of Section 5, Township 19 NCN'th, Range 9 Well, Rose Lake Townslip, Osceola Coimty, Mia-

'gan • all ot' whkh ral V lhall hereinafter be [

"Existing Property." ..

Additional i-cb, become subject to this Dcclar.

'Ilic Developer, 111_auccasora and auigns, µI bave the This Developer, 111 auccasora and autgns, µl bave the ript to bring additioMl lands locatal In Os«ala County, Micbline Into lhe acheme of lhb Declaration. Sw:h proposed addiuon, If made, ball become aublect to UICHIDE alfor their just lhu of elation expensa. I'he Common froperllea within all such additions sbaJJ' be dtvoted 10 lhc common use and cqioyment of all owners or pro wblch are sublect 10 thb locaratlOA- The loveloper's rislb-ts to bMg addlifonal lands Into the Deduation shall not belield to bind 1hc Developu, ill aucasors and usigns, to make the paddlitona or to adhere to the ocheme In any suldcount develorment of the address of the ocheme In any suldequent develorment of the land dacribed hereiD. In no event, bowever, sbal such supple. mmwy Decluation rc¥0kc, modify or add to the <:ovcnanu alaJ>lisllul by this Ocdarallon within the olscing property.

ARTICLE II!

• MEMqERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1 Mcmbenhi person or nllty who bolds any equitable Intereat,

Induding the Developer, In any lot or lob bu:lw!cd within "The &i Induding the Developer, in any lot or lob bullivicd within "The All Irupcrita" **u** herein ddined, whether as land contract vendec! iB or (cc bolder being subject to these cowcaanta, aball be but of t., c lion jm, hKd that any such who hold, auch intaat merely is a seal rity for the pafor-CJ\
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ARTICLE IV

PROP.ER'N RIGHTS IN THE COMMON PI:IOREI\IES ...,D. PARKS •

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Section kknt of Members' Euemmu. The rights and euenjo, ment created heftby shall be ml, Ject to lhe

- (a) rights of the <u>Association</u> to take IIUCh ltept **as are** RUoriably necesmy to pnitect du: above described propaties aplm1fon:closure; and
- (I,) the right or lhe Assodallon, a, pnmded In Its Anlclea and **e;...a**,..., to awpend the enjoyment rights or any memba for any period darlag which any -t maalzia & lid (or /f/t/) period not to a Cffd lhlnY (SO) days for any Infraction or 11s published rules and n:gulailons.

ARTICLE V

'COVENANT FOR MAINTENANCE ASSESSMENTS

!!!.!!m...L Creatlori of the Um and Pcnonal Oblipilon of Aaasments.

The Doudopet", being the ownet of all The fropet lea, hereby cava, ants and each Illh, equent owner by a-i, tance of a

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Section 2. l'Ilipole of

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Section S. Buis and Amount of Ann...t AsRsnnenu.

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have **the_**, of (2/Slhc wting who asc voling In penon or at a meeting duly called for the L.WPOSC, wrillffl noils of which IhaD be sens to all manbas at least 1blrty (SO) clay, Inadvance 1111, hhall act fonlithe of the meetbg.

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ARTICLE VII

BUILDING AND USE LIMITATIONS

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¹S ctlon4. Severability. Invlllidlltiqn of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provision which shal'l reaiain in full force and "effect."

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ARTICLE VIII HEALTH RESTRICTIONS

- C1) All lots 9-31) subject to the following restric't;ioni . No person.sh ll begin construction of or mak6 major repairp to any soptic tanlc, sept: .l.c toilet.or sub-surface disposal system until owner or his representative has made application to the Central Michigan District Health Deparblent, 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 milUIIIUIII depth of 80 feet and will be constructed in accordance 14th ground water quality ruJ,es and.regulations. I
- (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: 'l'he weement of undwelling and s-age disposal syst:eqi muat be located on the lot in the area identified to t:he satitaflictlon of the Central Michigan District ealth Department, Reed City, Michigan.

Lot 9 - Front half of lat Lot 10 - Front half of lot Lot 14 - Southern third of lot Lot 15 - Northern two thirds of lot Lot: 16 - Front: two t:hiJ:ds of lot

ARTICLE IX LIGHT RESTRICTIONS

No street light or mercury light shall be installed or erected within the $\,$ plat of "ROSE LAKE PORBST BEACH n

Flood lighta, if installed, shall be installed in such $\tt manner$ that the light doee not illuminate $\tt areas$ other than that owned by the lot owner lllllking such installation.

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| -e: itt ; J | Allan D. Wood - Frealdent Wood - Attorney in Fact |
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| No a | ne A. Dairdigy> ary Public Uld County, Michigan |
| Date idchael Ulridi | In Disttict Health Department |
| Prepared by an ·return t:. Allaft D. Wood"' 2517 II, Main Royal_OJllc,'Hichigan | REGISTER'S OFFICE) SS IIIr ot.Ji!Lig.7_9 OSCEOLA CO. MICH, b.«,, (!, <u>f" Z.O</u> , At 3t00• P.11. |

DECLARATION OF RBSTRicrIVE 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.

<u>Recitals</u>

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 osceolo and state of Michigan and is legally described as followsr

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

- 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 I ARTICLE II | DEFINITIONS BUILDING AND USE RESTRICTIONS |
|---|---|
| ARTICLE III | COMMON PROPERTIES |
| ARTICLE IV | ASSESSMENTS |
| ARTICLE V | NOTICES |
| ARTICLE VI | DURATION |
| ARTICLE VII | ENFORCEMENT |
| ARTICLE VIII | SEVERABILITY |
| ARTICLE IX | AMENDMENT |
| ARTICLE VI ARTICLE VII ARTICLE VIII | DURATION ENFORCEMENT SEVERABILITY |

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CVR PRK = C.V.Rambeau Park RLFPOA = Rose Lake Forest Property RLFPOA = Rose Lake Forest Property
Owners Association
ERLF = East Rose Lake Forest
NRLF = North Rose Lake Forest
NRLF HLSa North Rose Lake Forest Hills
NW RLF = NortW 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 Knoli #1
RLF K-2 = Rose Lake Forest Knoli #1

RLF K-2 = Rose Lake Forest Kno11 1#2

RLF Shrs = Rose Lake Forest Shores RLF SLPS a 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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ARTICLS I

- 1. "Association" or 'R.L.F.P.O.A'. shall mean and refer to the Rose Laka 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.
- S. "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 aide 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 (lOi) of the width of the property, without prior written approval of the Board of Directors. A building perl1lit 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 apermanent 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 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.
- 1. 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 couercial 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. Bach additional building (including garage) shall be in ${\bf size}$ and style compatible with the dwelling.
- 10. Ho shack, garage, barn or building under construction shall be used as a dwelling or residence.
- 11. Ho 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 ullet risk and expense.
- 14. No buming 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 feat 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 \mathbf{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 de8Jiled** 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 doCW1ent is

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

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 SBYERARILITY

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

ARTICLE IX

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 (671) of the **members** in good standing present either in person or by proxy at such meeting. Each amendment shall be affective 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. 'l'bere 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.

'l'bis Declaration has been executed as of the date first set forth above.

WITNESSES: ROSE LAKE FOREST PROPERTY OWNERS ASSOCIATION DRAFTED BY: NYAL D. DEEMS, ESQ. Varnum, Riddering, Schmidt & Howlett 171 Monroe, NV Suite 800 Grand Rapids, HI 49503 ed Before Xotory RUTH ANN STEVENS, NOTARY PUBLIC A OSCEGLA COUNTY, STATE OF MICHIGAN MY COMMISSION EXPRES 07-10-94

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ICNOW AU. MBN BI' THIISB I'RUBNTS: Tbil PINE RIVER TIMBER COMPANY:

a Michigan Corporation,

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and Seate of Midtlon.•-III

"Lots 3 and 4, Rose Lake Forest Beach,"
according to the recorded plat thereof,

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and reserving unto the Grantor all mineral rights.
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DECLARATION OF RESTRICTIVE COVENANTS ROSE LAKE FOREST PROPERTY OWNERS ASSOCIATION

This Declaration of ReAtrictive Covenants (the "Declaration") is executed as of the $\underline{t''}$ day of $\underline{A()tJ} < \underline{hI'}$, 200.E.., by the ROSE LAKE FOREST PROPERTY OWNERS ASSOCIATION, LeRoy, Michigan 49655 (the "Association") and replaces and supersedes all prior declarations recorded for any qf 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.

<u>Recitals</u>

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, S, 8, and 9: Township 19 North: Range 9 Westi 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 membersJ
- (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

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(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 III | COMMON PROPERTIES |
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| ARTICLEVIII | SEVERABILITY |
| ARTICLE IX | AMENDMENT |
| 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 ref r 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 \cdot 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 Directors of the **Association** who will be among 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 that 75 feet from the front property line, no nearer to any **side** lot line that 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 stemporary dwellings so long as state: and local sanitary and healthlaws 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 than or converted truck or bus, other those converted by the manufacturer as recreational vehicles, shall be used as a temporary or 'permanent dwelling on any property.
- S. No fence along a property line shall be over 36 inches in height, and all property line fences must be made of natural materials.
 - 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.

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 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.
- 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.
- All vehicles on any property must be kept in road ready condition or stored within a garage or barn.
- 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 ai¢iing, 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.
- Each permanent residence must have inside plumbing, septic tank, drain field or dry well as required by the County and State Boards of Health.
- 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 document11 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

I • :

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 bi_nding 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 unle. - 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 SEVERABILI'1'Y

Invalidation of any provision in this Declaration shall in no wa¥. affel;lt any other provision and all but the invalid provisions will remai in full force and effect.

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ARTICLE IX **AMENDMENT**

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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 or 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 ASSOCIA ION

Gerald W. Cornell Its <u>Pr</u> sdent

Its secretary

*

Prepared by:

Mark C. Hannish

<u>Charron & Hannish P.t.c.</u> 5242 Plainfield Avenue N.E.

Suite D

Grand Rapids, Michigan 49525

616-363-0300

Notary Public, State of Michigan Oscools County

My Commission Expires May 24, 2004

DATE RECORD&D

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EXHIBIT 'A' DECLARATION OF RESTRICTIVE COVENANTS

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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 ope 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 S, 1998, and its adjournments, to **adopt** the attached Declaration **which** were duly **adopted by** the **Association** on August 20, 2000.

Witness:

Rose Lake Forest Property Owners Association

By Gerald W. Cornell

Its President

Pi!!itf A/" .lf • p.J/f",U:,

Acknowledged before me in <>sceola 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

Notary Public, Occade County, MI

My Commission Expires Nov. 30, 2001

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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..td,..., day of ALJt!.tJT, 200, by the ROSE LAKE FOREST PROPERTY OWNERS ASSOCIATION, LeRoy, Michigan 49655 (the "Association") and replaces and supersedes all prior declarations recorded for any \cdot 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:

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- B. The intent of the Association is to:
- (1) Maintain and preserve a guality residential community, with parks, beach, picnic and meeting areas and other common facilities for the benefit of the members;
- 1) Through its Board of Directors be responsible to the membership for maintaining and administering the common properties and facilities of the Forest;
- Make and enforce rules and regulations concerning the use of common property and/or conduct within the boundaries of the Forest; and

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

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



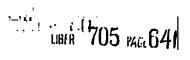
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 11. No animals of any kind (other than household pets) shall b raised, bred, or kept on any property without authorization of the Board of Directors. The Association may, by Bylaw and/or rule, impose restrictions pertaining to household pets.
- 12. 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.
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- 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.
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- 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

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RTICLE IV ASSESSMENTS



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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 tne provisions shall be automatically extended for successive periods of ten (10) years each unle 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

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 (671) of the members present either in person or by proxy at such meeting. Each amendment shall be effective on the date or 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.

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This Declaration has $\ensuremath{\text{been}}\xspace \ensuremath{\text{executed}}\xspace$ as of the date $\ensuremath{\text{first}}\xspace$, set forth above.

ROSE LAKE FOREST PROPERTY OWNERS ASSOCIATION

* TAMMY & NEISON

Gerald W. Cornell

Its P: dent

* HELEN K. WALHT !!

* 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 8. NELSON
Notary Public, State of Michigen
Osciola County
My Commission Expires May 24, 2004

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EXHIBIT 'A' DECLARATION OP RESTRICTIVE COVENANTS

| DECEMBER OF RESTRICTIVE COVERNMENTS | | | | | | | | | |
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| SECTION | COUNTY NUMBER | POA NO. | NO. LO'1'S | LOT SEQD.ENCB | COMMENT. | LIBER | PLAT | PAGES | DATE RECORDED |
| CVR PARK RLFPOA ERLP NRLF NRLF HLS NW RLF RLF RLF BCH RLF HLS ;:::RLF KN-1 1 <h-2< td=""><td>000 000 200 430 440 450 525 530 535 541</td><td>0 0 3 2 11 S 1 9 10 12 13</td><td>3 33 H 77 71 65 99 31 48 9</td><td>0001-0002 VARIOUS 0001-0083 0001-0077 0001-0071 0001-0065 0001-0098 0001-0031 0001-0048 0001-0009</td><td>NONE GREEN BELTS SPLIT LOT 67 SPLIT LOT 75</td><td>0 0 S 4 0 5 5 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0</td><td>0 0 0 0 1 0 0 1. 1</td><td>NONE NONE 15,16,17 86,87,88 315,316 21,22,23 12,13,14 329,330 319,320 321,322 323,324</td><td>01/31/14 01111n2 03/19/79 01/31/74 12/31/74 05/03/79 03/26/79 03/26/79</td></h-2<> | 000 000 200 430 440 450 525 530 535 541 | 0 0 3 2 11 S 1 9 10 12 13 | 3 33 H 77 71 65 99 31 48 9 | 0001-0002 VARIOUS 0001-0083 0001-0077 0001-0071 0001-0065 0001-0098 0001-0031 0001-0048 0001-0009 | NONE GREEN BELTS SPLIT LOT 67 SPLIT LOT 75 | 0 0 S 4 0 5 5 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 | 0 0 0 0 1 0 0 1. 1 | NONE NONE 15,16,17 86,87,88 315,316 21,22,23 12,13,14 329,330 319,320 321,322 323,324 | 01/31/14 01111n2 03/19/79 01/31/74 12/31/74 05/03/79 03/26/79 03/26/79 |
| RLP SHORES -SU SLOPES ST:JALLEY SW RLF a, RLf C.J | 550 555 560 610 620 730 | 15 14 6 7 4 | 32 6 6 118 56 69 | 0005-0036 0001-0006 0001-0118 0001-0056 0001-0069 | VAC 1-4,12/31/76 | 0 0 0 0 0 5 | 1 1 1 1 0 | 301,2,3 325,326 327,328 297-300 317,318 18,19,20 | 04/12/76 04/04/79 04/04/79 05/23/75 03/19/78 01/31/75 |
| CVR PARX - C.V. RAMBEAU PARK | | | | | | | | | |

CJ1

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RLPPOA - ROSE LAKE FOREST PROPERTY OWNERS ASSOCIATION ERLP - EAST ROSE LAKE FOREST

NRLF - NORTH ROSE LAKE FOREST NRLF HLS - NORTH ROSB LAKE FOREST HILLS RW RLF - NORTH WEST ROSE LAD FOREST

RLP-ROSE LAU FOREST

RLP BCD - ROSE LAKE FOREST BEACII RLF HLS - ROSE LAKE FOREST HILLS RLF KN-1 - ROSE LAKE FOREST KNOLL 1

RLF JN-2 - ROSE LAKE FOREST KNOLL 2 RLF SHORES - ROSB LAKE FOREST SHORES

RLF SLOPES - ROBB LAKE FORBS '? SLOPES RLF VALLEY - ROSE LAKE FOREST VALLEY

S RLF - SOU'1'H ROSE LAKE FOREST

SW RLP - SOUTH WEST ROSE LAKE FOREST W RLP - WEST ROSB LAKE FORBS'?



Coumyof

Personally appeared before me, the undersigned authority In and for said County and State, the Affiant, <u>Cruory Wood</u>, whose malling 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:

- This Affidavit is made 1n regard to lands lying Within Rose Lake Township, Osceola County, and described as follows, to-wit:
 - A. Plator Rose Lake Forest 310/526, 310!4a3, 310/533, 310/534
 - B. Plat of North Rose L8ke Forest 298/169, 2981176, 298/256
 - c. Plat of East Rose Lake Forest 3101535, 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 Soulh Rose Lake Forest 321/225, 321/221, 321/223, 3211224
 - 321/225, 321/221, 321/223, 3211224 G. Platof 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
- 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 own!!J' of Pine River Timber Co., and my father; I am now president of Pine River11mber C.O., and the austee for the successor-in-lnU!n!Stto both Allan Wood and Pine River Timber C.O.
- 3. I have also worked for more than twenty yem In various capacities for which one of my primary jobs Is the research of land tilles, and **the building** of abstraas of title and title opinions.
- 4. I have recently researched the hlsto,y of the resulctive covenants bfndlng the above-referenced Plats. The Developer filed separate declarations of covenants for each plat. Ihe numbers listed beneath each of lhose Plats as shown above, for example 3101526, Indicate the Osceola County Register of Deeds Llber and Page references affeaing each of the various Plats. The first Llber/Page reference

08/118/2814 83131!1 Pft L&bcr1 935 **Pase:** 2113 ltt? oED Pall•··Z or a lliff Fe&a: SZe.eo Marx, v S C-r•wro,d. 0, ceale co.,,,ty R111hte, af Dcd• IIIIIIJ-II a\m# IMh.'1 1 U, W Kffl Y.tiII RI

appearing In the list for each Plat Is the maJn body of restrictions, which I will hereinafter refer to as "General Qivenants." In the earlier Plats, additional restrk.tfans were filed, as shown In the llstings. Io later plats, those addltlooal restrictions were flied together with the General Covenants and require no addltlooal reference.

- 5. According to my rei;earch, the General Covenants were identical for all the Plats. The additional restrictions were moSlly IdentIca with the following exceptions: A) SpedfJc health restrictions were applied to various lots, and 2) AddJtlonal building and use resaictloos 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 restriaions were combined In one inslJUment togedier with the General Covenants.
- 6. The General Covenants all contained a typographical omission, In that the scrivener neglected to label the transition between Article VU, and Anicle VIII. This resulted in Article VII Seaton 4 being directly followed by Sectlon 1 (Duration), Settion 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 med later contained an Article VM which embodied *the* above-referenced additional covenants.
- 7. AJtlcle VUI, Section 1, Duration, of *the* General Covenants Is hereby quoted verbatim, as follows:
 - Article VIII, Section 1. Duration. The mvenants and restrictions of 1his Declaration shall run with and bind lhe land and shall Inure to lhe benefit of and be enforceable by The Associallon, or lhe owner of any land subject to this Dedaration, 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 mvenanlS shall be automatically extended fol succesSive perlOds of ten (10) years unless an Instrument signed by the then ov.ners of two-thirds of the lots, subject to lhls Declaration, Including aD lots If any still owned by the Developer or Its successors or assigns, has been recorded, agreeing to change said covenanlS and restrictions in whole or in pan. PrOllided, however, that no SUCh agreement to change shall be effective unless made and recorded three (3) years in advance of lhe effective date of such change, and unless written notice of the proposed agreement Is sent to every owner 81 least ninety (90) days in advance of any action taken.
- 8. On May 9, 1991, an Instrul Jlent was filed wilh the Osceola County Register of Deeds at Ltber 537, page 224, entitled <u>Declaration of Restrictive Covenant5.</u> Rose <u>Lake Forest Pmpeny Owners Assoclation.</u> Said Insaument pwponed to affect the Plats referenced in paragraph 1 above, and claimed that It "replaces and supersedes all prior declarations recorded for any of the [Plam)." The Instrument was signed by Leonard F. Michaels. president, and by Robert E. Fonta Jne, director, both of the Rose Lake Forest Propetty 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 flied with the Osceola County Register of Deeds at Llber 705, page 629, entitled Declaration of Bem:taiYe Covenants. Bose Lake Forest rmuem Owners Association. Said Insuwnent pwported 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 InslJUment 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.

Affidavit of Truth of Gregory Wood, dated 08107/2014

Page2ot 3

- 10. On May ·24, 2001, an Instituent appearing to be an affidavfc was filed with the Osceola County Register of Deeds at Llber 70S, Page 636, in which the Declarant/Affiant attaches a copy of the Declaration mentioned In paragraph 9 above 1111d recorded at Llber 70S, Page 629, and claims In part:
 - "3. Toe attached Oedaratlon or Restrictive Covenants were adopted by the requisite number of votes of the O'Mlers Of lots in Rose Lake Forest and the related plats described In EIChlblt "A• to the attached Dedaratlon (collectively, the "Forest").
 - 4. "The owners of more than five hurnlred twenty (SZO) lots In the Forest voted at the meeting of the Association held on September S, 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 rwo witnesses, one of which also acted as Notary Public, no other signatures appeared upon the Insttuml!nt. The acknowledgment on t1m Instrument does not, In my experience, meet the statutocy requirement for an aflldavit.

- 11. I conductl.'d a diligent sealdt of the records In the office of Register of Deeds in and for Osceola County, Michigan, looking for any iDsauments mntalning the signa!ures of owners of lots within above-referenced Plats In support of either or both of the Insnuments above-mentioned In paragraphs 8 and 9, and found none.
- 12 Beginning with first development, and continuously umo the present *date*, Allan Wood and Pine River Timber Co., and their successors-In-Interest have been members of RLFPOA and owners of land withln some of the above-referenced Plats. From at least 1988 and until his death in August of 2001, AlJ3n \bod made ii his habit and praalce to consuh with me on all legal matters, both personal, and corporate. He never once mentioned to me he had received prior notice of any Initiative 10 amend or replace the restrictive covenams for the above-mendoned Plats. Further, I have access to externly e records with regard to both Pine River Tunber Co. and Allan Wood, and having searclied through them diligently I can find no evidence that Allan Wood or Pine River Tunber C:O.

Fwther, Afflant saith naught.

oo Afflant

14. by Gregory Wood.

<u>- 1-271</u>

(seal)

duly authorized Notary Public, this

day of

Prepared by Gregory Wood, General delivery, Lynnville, Tennessee

Affidavit of Truth of Gregory Wood, dated 08/07/2014

Pago 3 or 3



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

This <u>Notia: and Drdaralign</u> is *made* with regard *to the* various plais reierena:d herein-below, all of which Plats slall herdinafter becollectively referred to as <u>The Form</u>, in Osceola Cwnty, Mkhlpn; the resilktive aweaams *to* which said Plats are subject; and the <u>Boulak</u>.: fprrsg Prypmy Ownca M: «Jation, IM; , a Michigan non-profit corporation which was created by, and given mindtlese subjea *to* the said restrictive Covffillis.

Whe os, lhe plat of Nonb RogLake 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 Illllde subject to a Pecfararion of Br::miabe Cma.ms, hemnal'ter relened to as •0e Jure Covenams". and ftClltded with the Registrar on 07/17/19na1 Liber290. Page169;ill1d

Whereas, 14 additionctl plats were subsequently fded with the above-named ReglslJaJ', each of them subjea to the S8111e De Jure Covenarus, as dctailm In the following charc

For lhe chan or PlalS and lhe recording intonnation lherefor, reference is $made\ to\ Exhibit\ A$. attached hereto, and made a part hereof.

When?O.s, the Rose Lake Fsm.1 fmW1x Owners AW)daliqn, hen:lnafter refemd to as "RLFPOA•, Is a IIOII•profit Michigan mporation, which was Ilriginally InCCA1)Cll'ated by the developer of The Forest, pursuant to, and subject to the De/um C'.ov.:nants, and empowered by che developer with cenain specific rights of franchise, subject 10 the Ilt.l.wl c:\u00e4.ovgnant5, with regard to The Forest; and

Whereas,tht <u>DeJure Covenams</u> Indudea provision whichms *Conh*adellliled and specific procedure by which sud! *I&* <u>Jure CevenanJs</u> may be amended, 'Wit:

Anicfe YJII Section 1: Duration. The covenants and restrictions of this Declaration shall run with and bind line land and shall linure to the benefit of and be enfo1ceable 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 IIIe date this Declaration Is recorded, after which time said cwenants shall be automalicolly extended for successive periods of ten(10) years unless an Instrument Signed by the linen owners of two-thirds of Ule lots, subject to Ulls Dedarallon, including all lots if any still owned by line Developer or its successors or assigns, has been recorded, agreeing to dlw,ge said covenants and restrictions in whole or inpart. Provided, however, that no such agreement to change shall be effeelive unless made and recmded three (3) years in advance of the effeedve date of such change, and unless Wlitten notice of the proposed agreement is sent to owner at least ninety (90) days Inadvance of any action taken.

Notice and Oeclaradon of Vold Covenants and Usurpation of Franchise

Page -1... of 5

DO UDI 4019 03:30 FR Liber: 335 Page: 204 MERCIA RECORDED Page: 2 of 5 N Face: \$28.90 Manoy 5 Crauford, Oscola County Register of Deeds

Arni Whelvas, on OS/09/1991, a doc nt entilloo Qa:lam!Sao of Besu:lalxr Cqvenams. hereinafter referred to as *ne FactJ1 Covenams IW was recorded \rith 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 aauig 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 doc11me11t enlllled <u>Dss:Jgratfon pf fwstricllvg Covenants</u>, hereinafter refemd to as "De Facto Covenants 112" was 1'!!COl'ded with the Registrer at Liber 705, Page 629, which pllrJ>Orted to have been dralml by lhe RLFPOA, and was executed by on(>, Gerald W. Cornell, acdng as ilS President, and Kelli Haydl!n acdng as its Secretaly, and wh1ch purported to set forth an entirety new set of restrictive coven; ints Co.r The FOl'e\$t, claiaung to replue ond supmecle the De /urr Covens: and

Whereas, tht Pl fqgp Cpwnants #2 were attached to an Insuumcnt 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 Llber 705, Page 636, In which the Affilllt made the following statemerus to which he Is **not** cenified 10 have sworn or affirmed, as the acknowledgment Is Insufficient toqualify the doc:ument as an affidavit:

- •3, The attached Dedaration of Resiricuve covenants were adopted by the requisite number of votes of Ille Owtlefs of lots In Rose Lake Forest and the related plats described in Exhibit "A" to lhe attached Declaration (collectively, the "Foresr).
- 4. The owners of more than feve 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 or the ReglSU" ar was made, as evidential by affidavit duly swam and subsoibed by <u>Gm:oa Wood</u> on 08/01112014 and recorded with the Registrar at Liber_, Page $\underline{dtJ3}$, 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 \underline{klwr} Covmants; and

WIie-, 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 Covernts and to have never been provided With a prior copy of any proposed agreemom as required by tilt!/Jt1JJtf. Covi:nanis; and

Whereas, the <u>De Fago Covenam II</u>I at Anlde VJ, end <u>Pc Facto CoYCQOnJS #2</u> at Anlcle X. claim to become effcalve on the date of recarding who the Regbirar, in violation of the requirement by the <u>De lure C.omJaPIJ</u> 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 DefqctgCovenants #2, at Anlcle II, Sectlun 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 pettalning to the Forest. To the extent 1 hat the prOYIslons of any of these documents areo, may become inconsistent with each other, the provisions of the By-laws shall prevail over the Dedarallon (and the rules and regulations) and the Declaration shall prevail over the rules and regulations.

And Whereas, <u>De Fago Covrnanll!!</u> and <u>Ikfqgo Cownants &Z</u> and their asaodakd By-laws each dalm rights on behalf or RLFPOA to which RLFPOA was never granted or entitled by <u>Its</u> franchise, and claims to place restriation.t

N011ce and Declaradon of VOid Covenants and usurpation of Franchise

Page_E_ofS

0\$/B8/2C14 03:36 PI1 Llba-1 935 **Page:** 294 L' Pagoa:3 or S N Fees: \$28.08 No/ICY S Convford, 0100011 ea..., I, Reahter of Detc11 am W.iRI P;JI I'lh I,JI,r ,R, Wli'f•N.11WIfH

upon dte landowners in The Forest 10 which said landowners did never lawfully conselll; and

Whell!OS, dte RI.PPOA hAs adopted by-laws by which ii operates, and wilhln sald by.Jaws the RLFPOA purpoits 10 have dte authority to exen:tse and enlorce Ylll'lous Nies and regulalian.s over the private propl:lty' of landownen within Forest which are net contained within the <u>De Ju.:'C".oYJ:Uilnts</u> or either of the <u>De FogoQ; wenants</u>, without the need to amtnd dte Covenants or n.'<'Ofd with lhe *RegIswr* any notice wmlSOeYer, and which rulr.s and rcgu)adons, If enforced, would infringe upon the iawful righ15 of the various owners, and

Whereos, the RI.FPOA enforced, and/or &ttcmp1cd to cnforc.e, some and/or all or said rule & and regulations, through various means including but not llm!1ed to die sending of lcuers and the aawil collection of fines, thereby causing an infringemell of rights and II very real damage upon varlous owlll'rs of lois within nie Forest, and

Whmm, the pgJun: Cove@s, In An1de II, Section S, state:

·Any owner of real property in plals of Rose lake Forest shall have the right to proserute any proceedings ai law or in equity against any person or persons vlotaling or attempting to violate any covenant contained herein, eilfler to prevent him or them from doing so or to recover damages or other dues for such vlotalions. Invalidation of any one of these covenants by judgment er court order shaUInno way affect any other provisions, which shall remain in full force and effect.

And Whereas, the Dr Jun: Covenams. in Article VIII, 51. Ctlon 3, state:

Enforcement. Enforcement of these c:ovenanlS and restrictions shall **beby** any proceeding at law or In equity against any person or pe, sons violating or attempting to 1t'!olare any covenant or restriction, either to restrain violation or recover damages, and against the land to enforce any lien aeated 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.

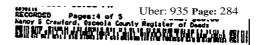
Ant.I Whereas, this Declarant IsUUSta-for the successol'-In-inierest of an owner of real property within 11tt Forest;

Now Therefore:

I, Gregoiy Wood, the undersijpled Indaram, by the power and authority vested In me as an owner of ITBI property within The Forest. by Alllde II, Secdon 5, and Anide VIII, Section 3 af the <u>De.JurrCoy.:parns</u>. dohereby declare, and give nodce of the following:

- I. The above-referenced Pefacto C'.qvegams ffl and DI Facto Covi: Di! IWi #2 are void ob inlrto.
- 2. The By-Ja,,, for t RLl'POA, 10 eveiy Client that they W<Cecd the frandw., of lhe IU,FPOA as granted In die.Qs: <u>Jure Owenant\</u> are void *ob fnltlo*.
- J. On behalf of Pine River nmber C.O., the PRTC 1\'u.11, and myself, I hereby dmim all the rights Originally granted and reserved by the <u>Oe/vat Cayeoam</u> umo the property ownen of Tot-Fomt. and also all the righls merved therein by the Developer, and the su= In Immem 10 dte Developer.
- 4. Notice is h,reby given to RLFPOA that It has exceeded thC! bounm of Its franchise. ind IllillIl)OO powers It was never lawfully granted. Notice having been duly given, RLFPOA will hoooefonh be subject to all dll4? pcl18!11cs of law If It conlliwes in exercise powm It do'5 not lawfully possess under Its deJu,e franchise, and It may be held llable for bOlh civil and punIclve damages.

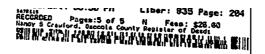
Page Lors



subjea such aaors todyll llndlor alminalpenallies In their own pmcmal 01 pacilles. O..,,.... ...,.., ... ,_ day ol Indlvlmally, and as Presldenr, Pine Rlver11mberCo. and as Ttustee for PRI'CTrust State of Mkhipn) S.S. Acknowledgment County of fore me, the undeisigned, a Notary Public, and State, on this the day of '-c>- f;D:=-_.2014, personally appeared to me known to be the Identical person who ed the within and foregoing Instrument an ledged to mi: that he ex the same as his free and voluntary as and deed, In his individual capacity, and aspnsident of PineRiver11mber Co., and as Trustee for PIU'C Tnut, for the uses and purposes Ihtnln set forth. IN WITNESS WHEREOF, I have hereunto set my offici. 11 slgoarure and affixed my official seal!hi! day and year last above written. Noo,ryPubllc

 Notice Is hereby giYl!n to officers of RLFPOA and all persons acting undtrcolor of law In their employ or agency, diat any damages dont by persons acting outside clll! scope of aud!ority of the lawful franchise of RLPPOA may

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



F.xhlbitlt.

 $A uadted to and made a pan of that ctrtaln \underline{\textbf{Nglia:} and \textbf{Jm:} larl IIIh} \color{red} \color{blue} \color{blue}$

Plat and Recording R ference Table

| | NOSC LANCT Group | | | | | | | |
|-------|---|------------------|-------------------------|--|--|--|--|--|
| Tax | Plat | UP P | lat | UP | | COWn&nls | | |
| | | | Dato | | DHS | Noies | | |
| 525 | Rose IJII <e faest<="" td=""><td>&'12</td><td>O113111974</td><td>31.G'SZ6 310/483 3m'S33 31.G'534</td><td>Q2JOIJ1974 01/31/1974 02/01/1974 0'1J0II1974</td><td>Gn,al dlansforSep!ic(seebelow) Req.SeltiCpermit(see2981176) ct cudocr6ghting(see29&'256)</td></e> | & ' 12 | O113111974 | 31.G'SZ6 310/483 3m'S33 31.G'534 | Q2JOIJ1974 01/31/1974 02/01/1974 0'1J0II1974 | Gn,al dlansforSep!ic(seebelow) Req.SeltiCpermit(see2981176) ct cudocr6ghting(see29&'256) | | |
| 43'.) | NOI!h Rase Lake Rirest | 4186 | 07/1711972 | 29&'169 29&'176 298/256 | 07/17/W2 117/17/W2 f1712'lJ1972 | General Req. \$epic permit {see belON) Restrict outdo « fiahllm (see11nw1 | | |
| 200 | East Rose Lake Forest | !i'lS | Ol/3V1974 | W535 310-'484 310-'542 31G'543 | OJ/3111974 <wal 1974<="" td=""><td>loenenll Resllfcllons for Sep(ic (see below) RestriCl0Uldolrfi (see29&1256) RBI. Senic Delffllt Isee298/176"1</td></wal> | loenenll Resllfcllons for Sep(ic (see below) RestriCl0Uldolrfi (see29&1256) RBI. Senic Delffllt Isee298/176"1 | | |
| n> | est Rise Lake Faest | 5'18 | Ol/31/1974 | 311Y544 311V485 31Mi51 3111552 | 02/01/1974 | General ResllIdlons tJr Sep!ic (see Rest11c:t cXJIdocr li,uing(see 29&'256) Doti. CArlH',,lt(\$ee291!/1761 | | |
| 400 | NorUMest Rose Lake Fotost | 5'21 | 0113V1974 | 311l'S53 3m'S60 310/561 310/486 | | General Restrict outdaa (see 29&'256) Req. Septic permit (see 2!181176))ieallh Reasb Inch Lot, | | |
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ST-ATE OF MICHIGAN

INT.BE 49th QRCUIT COURT FOR THE COUNTY OF OSCEOLA

BARRY D. RUHL, JR. and FRANCES G. RUHL, PAUL LINDSTROM and CATHERINE M. GARCIA-LJNDSTROM, DONALD M. JOHNSON and BARBARA R. JOHNSON, WALTER L PRESTON and NORENE M. PBESTON, DONALD E. ALLEN and MARCIA ALLEN, and MARKR. ALLEN,

AMENDMENT TO CONSENT JUDGMENT TO ALTER ROSE LAKEBEACH

Case No. 03-9761-CH

Plam:tiffs,

vs.

CSCEOLA COUNTY

GORDON JOPP and BEVERLY KIPP, CHRISTINE L. SPRAGUE. JUN 1.. 2006 KENNETH WRAY and KATHRYN WRAY, (...11't 1.m f.TANNAUS GHAFJ!'ARI and ELIZABETH GHAFFARI, SHIRLEY A. JOHNS, PHILLIP. E.TIMBS, OWEN W. SAUNDERS and BILLIE SAUNDERS, LINDA K. ROS!LAKETOWNSIUP, a Michigan Municip_al,. Corporation, JAy.B. RISING-MICHIGAN TAn. FAY WILSON-OSCEOLA COUNTY DRAIN-COMMISSIONER, THOMAS VANEPPS-OSCEOLA ROAD COMMISSIOJ\{ · CHAJIIMAN. K.L. COOL-DIRECTOR OF MICHIGAN DEPARTMENT OF NATURAL RESOURCES, GREAT LAKES ENERGY COOPERATIVE, aMichigan corporation, AMERITECH.CORP., INC., a Delaware. corporation, and PHOENIX COMMUNICATIONS, INC., a Michigan corporation,

Deft!Dc:lants.

Mark R. Maddox Pl5385 Attorney for Plaintiffs 5820 Eastman Aven:ae Midland MI 48640 989/839-9909 James E. Riley 992.
Assistant Attorney General
Attollle.Y for State Defendants
525 W. **Allegan;**S^{tho}i.i'Joor, South Tower
Lansing MI 48913



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CONSENT JUDGMENT TO ALTER ROSE LAKE BEACH

At a session of said Coort held in the **5!** Reed City, County of Osceola, State of Michigan, thfs, ¢:::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 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 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 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 regulared to meet the current local governmenta agency requirements for a residential building site.

30. That the Judpnent previously entered in this matter on September 23, 2005₁ 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

Ronorable Scott Hill-Kennedy P41

Circuit Court Judge

APPROVED AS TO FORM AND CONTENT:

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

Date: JUD.e._a;_, 2006. .

Doc.ruh1ameodmenttojudgment

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, WALTERL. PRESTON and NORENE M. PRESTON, DONALD E. ALLEN and MARCIA ALLEN, and MARKR. ALLEN,

CONSENT JUDGMENT TO ALTER ROSE

LAKEBEACH

SEP2•0 2005 Cf¥,

Case No. 03-9761-CB

Plaintiffs.

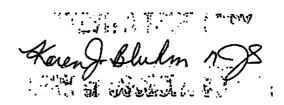
VS.

GORDON KIPP and BEVERLY KIPP CHRISTINE L. SPRAGUE, KENNETH WRAY and KATHRYNWRAY, TANNAUS GHAFFARI 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

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, 5th Floor, South Tower Lansing MI 48913



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, mclusive, 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 J>laintlfrs property.
- 3. That the parcel resulting from the vacation or Lots 1-7, inclusive, Rose Lake Beach, as described in E:xhlblt A, is not a parent parcel defined by MCL 560.102(!), and shall not be divided pursuant to e 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 D.rive described in Exhibit B.
- 9. That the parcel described in Exhibit B is not a parent parcel as defined by MCL 560.10l(i) and cannot be divided in accordance wi the provisions of MCL 560.108-109. The local assessor shall place, In their records, **a note** to thJs effect.

- 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 rlght-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. Rnhl, 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. nat 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 c; onsolidated into one Jot, in substantial compliance wJth 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. RnhL This consolidated lot extends to the water's edge of Rose Lake and a note to this effect shall be plac 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 southeasterly½ 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 Jot, in substantial compliance with attach_ed Exlu'bit C, and shall be identified by the ruth 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

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 c mpllance 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 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 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 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 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 f)f 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** amend d 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. TJtle to this consolidated lot shall remain to be vested in Defendants Donald E. and Marcia Allen. This lot shall be identified as a non-residendal lot.
- 24. That those portions of Lots 9, 30, 31 and the northwesterly ½ of Lot 29 lyfng 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.

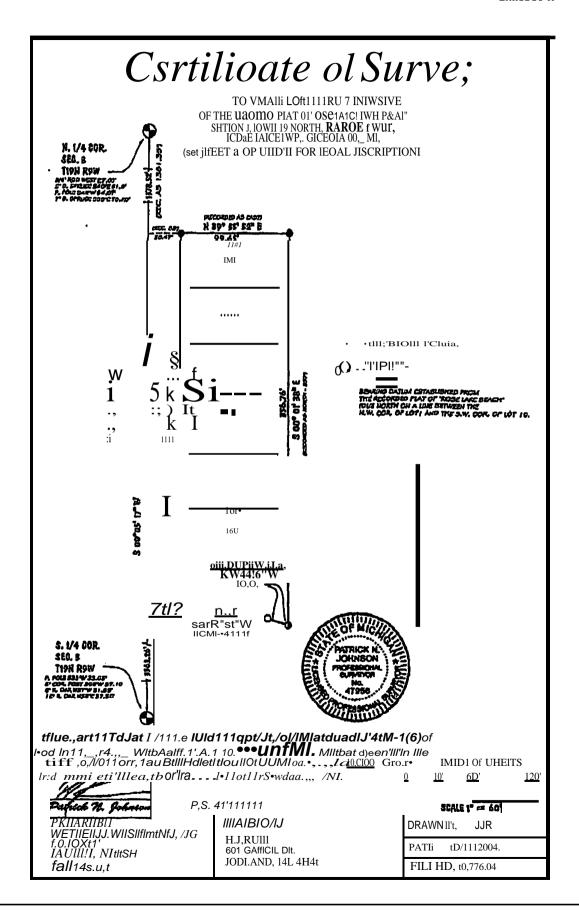
- 2S. That the following note shall be placed on the amended plat drawing:

 "That Lots (insert the 13th 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 bo1Jndary 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 lawful 1 y existing recorded easements, and shall be accompanied by a statement of the surveyor that he or she, in determJning 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

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.

a.ruhljudgmentfinal



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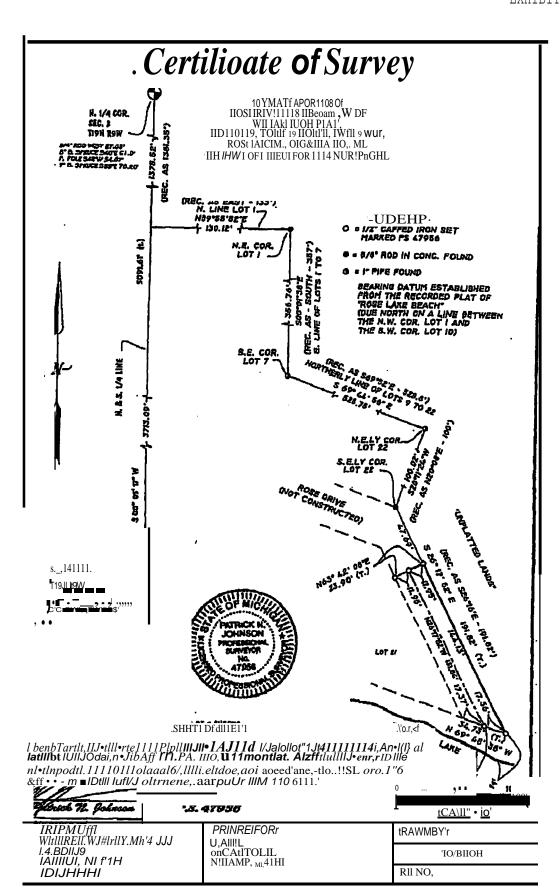
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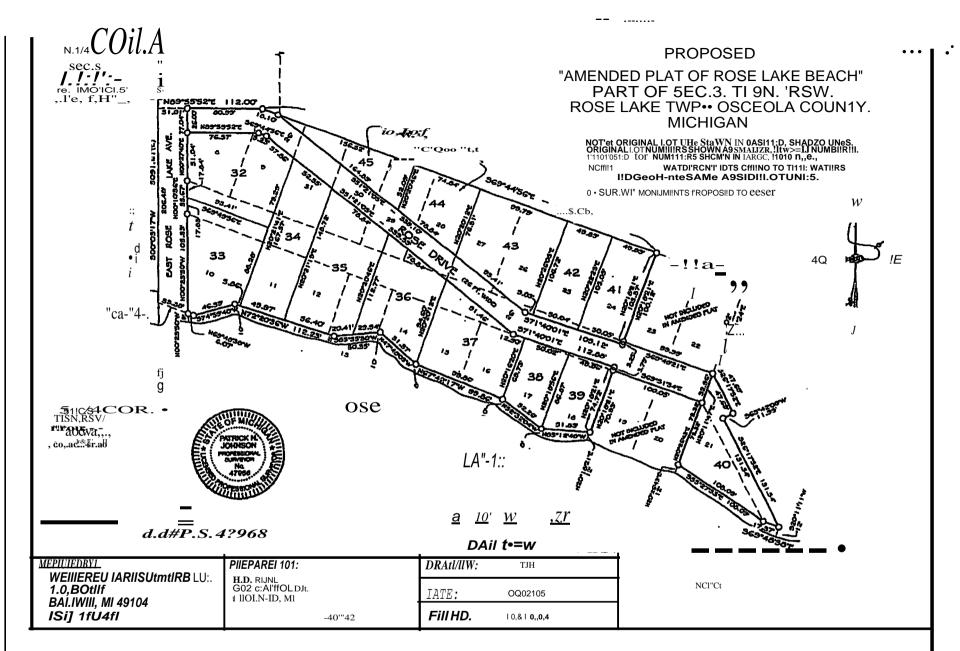


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Pnpedby. WetbmllLID4 Surn,yms, LLC POBox219 Baldwfti.Mf, 49304

Prepared for: HÔ. Rohi 602 Capitol Dr. Midland, Mi. 48642





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Bureau of Construction Codes

Statewide Results for Subdivision Plats

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| ROST: I AKE FORIST KNOLLS NO. 1 | 56829 | OSCEOLA | S | 19N | 09W | |
| .:.n:rJ P.OSE I ,\KL FO EST r OII .S NO. 2 | <u>56830</u> | OSCEOLA | 5 | 19N | 09W | |
| •1.01roseu. J:: forest shores | <u>55090</u> | OSCEOLA | 9 | 19N | 09W | |
| .i.:1 Ros1'.r:r r <t:.;r s:opes3<="" td=""><td>56831</td><td>OSCEOLA</td><td>5</td><td>19N</td><td>09W</td><td></td></t:.;r> | 56831 | OSCEOLA | 5 | 19N | 09W | |
| 1n Rose 1.A.I(E FORES I VALLEY | <u>56832</u> | OSCEOLA | 5 | 19N | 09W | |
| .•, ROSF <u>LAKEFOREST</u> , PLAT OF | <u>54101</u> | OSCEOLA | . 5 | 19N | 09W | |
| RQS'=, KE FOREST, PLAT OF | <u>54101</u> | OSCEOLA | 5 | 19N | 09W | |
| l ROSEJ/ AISE FOREST. P.EPLAT SEE E. | <u>54099</u> | OSCEOLA | 5 | 19N | 09W | |
| $\ _{\mathbb{R}^{n},\mathbb{R}^{n}}$ Lake forest, replat see n . | 52999 | OSCEOLA | 5 | 19N | 09W | |
| , R() &f \/}K': I'OHES"I, REPLAT SEE IN. | <u>54 102</u> | OSCEOLA | 5 | 19N | 09W | |
| '. . Ros;; Kr. rIW:ST r{[PL/'. T SEE NORTHWEST | <u>5'1100</u> | OSCEOLA | 5 | 19N | 09W | |
| ROSLA KE HE IG HT | 40184 | OSCEOLA | 9 | 19N | 09W | |
| ,,·,') <u>RCSI</u> : L/>.1(1:: HTS REPLAT VACATED PT. OF OAH; HILLS DR SEE ROSE I AKE IN THE WOODS NO. 1 | <u>p3903</u> | OSCEOLA | 9 | 19N | 09N | |
| 11bo\$f.bke in711[\li/cods1-jo 2 | <u>56495</u> | OSCEOLA | 9 | 19N | 09W | |
| | | | | | | |

1 I:.:'

1 - 20 of 24
New Search)

Next Page

K.'IOW ALL ME'1 BI 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, Attorllley in Pact, 124. Mitchell Cadillac, Michigan, being the present owners of tho following described property in the Township of Roso Lake, Osceola County, Michigan, to wit:

All tho land in the plat of $$\operatorname{RTB}\operatorname{ROSB}$$ according to the plat theeo.

WITNESSETii:

WHEREAS Developer u die land contn<t purchaser or rul property described InArtldc II of thu J;)cd1 ration o.nd de1ircs to acatc lhcreon_residential comm unity whh perm.anent parks, playerundl, open spices, and other ccmmcn ratiltic1 for the benefit of said com nity; and

WHEREAS, Developer desires to provide for die pm tion of the v2lucs and amchlics insaid community and for the rnlinle-no.ncc or .ild park, pliyground, open spacet and other commen fadlitics juid., to th.ii end, dUircs to subject the rc.1-1 property described in Article II togodler withsuch addition—as m>y here.r ter be mide the-reto (u provided in Article 11) to the covenants, re-strictions, e-ucm.ents, chug cs and Hen1, herei03 fecr, ct forth, each and ill ol which I, and are for the benefit of nld property and each owner thereof; and

IVHER£AS, Developer has deemed It dcslrable, for the efficient preservation Of the values and amenidu in Wd communit.yto create an agency to which should, be delegated o.nd u.igned the powen of maiptaining and administering the community properties and [aallities and administering and enforcing the covenanu and restrictions and collecting and disbursing the w cumenu and chu geshere:ina.fter created;&nd

WH£ R£AS, ,Developer shall cause to be incorpor11cd under the Laws or the Stateo_(Michipn, as a non-profit corporllion,

NOW THEREFORE, tllc D<vcloper declira that the real property desaibed in Art.ide II. and ,uch addition thereto u may hereafter be made punul J1 to Artid c II hereof, u and shall be hdd, tn.n,rcn.cd, told, conl'cyrd and occupied ,ubject to the covenanu, restrictions, asnne.ntr, eth.arga md lic.ns \-\text{\cdot}-\text{Omtdmes} rdCrTcd to u -covenanu i nd reurictieruj ha cm2fu:tut

ARTICLE I

DEFINITIONS

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

DUP SAN COC REEL

(•) "Assudadun" shall mean and refer 10 lhc Pom1 Prop-,tyOwnen Auodall'un•.

uikc

(b) "The ,Pn,pcrlies" slwl mean afld refer 10 all such c1d li)iis P.n>perliall@dhions 1hcre10, as are aubjec1 10 lbis Declanulon or any 'S\ippleniental, Dccbn.ucm under• the prfl\&h,m of Article II, $\mathbf{h} \cdot \mathbf{f}$.

,(c), "CommJln 1a" shall m=1n and refer 10 lhosc m of [ud SliOWn on an,y. rdcd 1Ubdmslpn plat or The lea'and iqlcniled 10-lfc devoted to the common use and ail rmmt !)f theo!""U'of 'Ilicho

(di "Original Lot" ahall akanand refer lo ahy lot or plat of Jaad - i - - IPOb ally original n,corded'al1d-suhdivIslon map or l'nlpcrdes a(1cr the has been sold by the DnaoJICI', Oftlls repmentaliwea''orualgns, by.luulcontract!' by deedbut shall nol include Common as l'erctofore dd'med o. ll'Y. lot Iha! the sold in which lhc cmunct becomb dd'&ultl. the p_urd, as a and t1 w die Devdoper at its aalpsulcaback ormale.

(e) "Ownu" sball and refer 10 t,bc <qullable wbeilicr one or more orauiliesholdiagaayOritiiaallot ne Pnii>fflltlwt.:wrsuda

tbcory of the -NWC. dlall iao1 mean or mer to or asalulle CoDiffeetiji: Dittacnoboriths willing dryfing lille pursuant 10 foicelmu,e ordny pmc,ceding In lieu or Torchooure;

- (I) "'Manbu" sbaU mean and refer 10 an! hose Owacn wbo -m=iben bf iM lusocialloa as-provided in Arclde III, Sec-
- lii) "F...nt Loi Lino" shall mnn ... a refer tu Iha! side of the lot that luuchn tbe county ruad;inlbe -I that lhc101ia • lot, it hall - alld refu lo lhc slwrleat Jidc of the lot tb111ouches tbe-co1Ulty ruad,

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION: 'ADDITIONS THERETO

Scctlon I, E1ti11in cr1y. Th real property which Is, and iliilJ1ielield,1n11S ,,old, co11vq,cd, and Cl«Ul)icd, ...bjccl Co llib Declanillem, I■ o>ealed in lhc T.._i.ip of Rooe Lalu!, OKcola Cuunty, Michigan and is nil!"' particularly described as

ROSE LAKE FOREST

being • subdMslun part or Section 5, Township 19 North, Range 9 West, Rose LakeTownahip, Osccola County, Michi•

all of wh'lch real t""Ptrly ■h all hereinafter be refened to u "Exli1ing Properly.

AcIdllional Lands may become JUbject to thh Dedat.

The Dad oper ill successon and ${\sf assigns, }^{\circ}$ shall have the right 10 bring additional lands located in Osceola County, Michiingin to thing adultional failus focated in Osceolar County, Mringan, into lhe ... of lhb D
 of lbb D
 dualion. Such proposed adelitions, Ir made, shall become JUbject io usasmau ror their just share or Asaodatlon expenses The Common Propmies within all IIICb acldlllom half be dnoted to lhe common.ue and I of all bottomes. Laic II are CCI tolhb

'k>edaradon. 'I'be Dewduper's. qR!lll to bring additional lands
Into the Declaration shall nut beood to bind the Dewdoper, its ■aor■ and to make lhc pmposcd addition or to adllere to the Klicmc in any subleque:Dt dndopmen1 or the land dClcribcd hacin. In ao cvcn1,i1-, sball sw:b ■upplc-

maiiary Dediralian rewoke, modify ur add 10 the Ce>vemnu a&ablbbcd by lhia Declaration within the existing pzopcny. ARTICLE III

MEM8ERSffIP AND VOTING RIGHTS IN- THE ASSOCIATION

Scedon-1. Mcmbcnhlp

pctson qr entity who holda any eqailable inlCfell, llldwllng the Dcwcwpcr, In any 101 or loll IncbMlcd within "The Proi>cflla" u haeln defined, whelher an land conuact vcncke or fee holda being JUbject to these COVCIWIII, shall be a member of 1he Anaocla tion provided that any such penon or entity who hold such -in1crc 1 merely as a security ror the performance of an obDp1Jon shall nut be a member,

S_ee,i,;11J!, Voting Rights.
_-,,;x......clallun ■hall have one clau of voling memberabip. Voting member shall be all those members who hold the interctlS required for "cmbcnhlp·ln Article-HI in Section I above. When more th.n unc penun bolds such in 1 cres 1 or in 1 crea 1 In any lot In nld Propatics, all l,u:h pcnom shall be memben and

the ¥0le (or ad, 111cb Lut, ball be cxadscd as .lbey among cktenniru: Eacb -btt shaD be cnli11ecl 10 one vote For each lol tha, heo...,, or in which he owns in IEC or in which he hu an initical u a land conuaci pwdwcr.

ARTICLE IV

PROIERTV RIGHTS IN THE COMMON PROPERTIES AND PARKS

lissli!m.L Mcmbm' mis ur EnJoymcn,.
-S_ubjca 10 the pru¥isit1ns or An1dc IV in \$cclion S, =ry member shall have a righl: and casement of cnjoy-nt inand to the Common Proper1lcs and such easement shall be appur1CJW11 10 and al1all pus with the tille 10 every Original Lui.

Tilie lo Commun Propenic Leveloper shall retain the Properllel bul not longer than such umc u ii bu aold 90,. or 1/1*•1011In the Propenles Inducli 18 all additions therew and the &ggffglle of lhc t11111 landing balants of the .sala pr! Increfw who been reduced 10 80% libercor, bul net, betr than IWE (6) years (rol111 lhe date of the reconlifts of this ducwnent, when DevelOJKr lhaJl eoDWC/ Iu the Au-Clewiml such Comman "Pioperdea with all 1111 provement thereon.

 $\begin{array}{c} {\rm fxlcn1\,of\,f} > \mbox{lcnlbcts'} \ {\rm Ea\& anen1\,l}. \ {\rm The\ rig_h_1\,l} \ \ \mbox{and cue-} \\ iiaiiioT \ \ \mbox{enjoyment era1cd } \ \ \mbox{h-1,y} \ \ \mbox{lhaJI be subjca to the} \\ \mbox{following:} \ . \end{array}$

(a) the rights of the Association 10 take such steps arc reuonably necaury to pruted the above cb, ribed prupatles apinll foicelolure; and

(b) Iha right oil 1he Association, at pru ed' inill Anldes and By•laws to luspend th• e,joy,menl rights of any number (or any period during which my :wessmel>t remain& unpaid, aocl (or 11>y j,aiod not tu execrd mint (30) day, fur any in(raclion of ii• published rula 'alld r"ll"lauuns.

ARTICLE V

COVENANT FOR MAINTEI\IAN E A§ESSMENTS

Crcallu of .the Uc,, and Personal Obligation of Aueiiiiicifu.

Tile Developa-, being the owner of all 11te Propcrllcs, here- by CO'lcmnll and ach sublequent owner by atcq,tance of " $\,$

Secifon!! Pu,pose of Asacssmenu,
--niiislessmenls levied by lhe Assuelallun shall be uled .,,...
cluai* Y fur the purpoae of promoling tht recreation, h"4!tt,
safely and welfare of the ralde, u_ In "lbe Prol)C!'lia anil in
parliculm-roll1lthe!!Ptowinenl and maintenance of propertica,
acrvices, illd facilities d oled lolbispu llftd rdiiled lo th*
IIIC,and,:njaym=.tofl1lteCo-on Properlleosituatedupun lbe,
Properlies, Indud"mg, bul Du'llinited tu, the paymenlof lalect
and insurancie lhereon and, q,alr, nl and addilium
thaclo.andfur! hlecostoflabor, equipment, mat. W, ma'lU',1,-ement and supermsiun thereof.

CI)* ;;;; th: pmposc of defQYIng. In wbolc or In pan, lhe cost UI any comiruction or -.1nacdon: III\elCpecled repoir or replacement or • clacribed tal imprOl'CDlalt upon .lh• Common

11\dudlnlj lhe neccssazy fixtures and personal properny relaud lhfflto, provided any sudt auasment shall have the arfirmatlyc of tw'o-thlrds (2/3) of the votes of all \Othga a\chook of the votes of all \Othga a\chook of the votes of all \Othga all of the proper of the

Section 5. Gbange In Basis and Maximum of Annual

Asiamain.

Sul, Jct to lhe lbi, Iwlons of Section 3 hereof, and for 11, cp_alods:.ibadst · 1he Association may dwlge the muipimn and bull-of lhe for illy sud, Jlllioc | Sccol 1 1 S bereof lbat any A&ch haw the usent or two- (2/3) of libe voting who uc voding IG, pmon or lip proxy 111 · mccllzig called for thill p: writtin nodec of which shall be manaha" least thirty (SO) days In acmine and shall set fon!! Ille pmpose of The! Mding.

Quwum for Any Action Autho»lzcd under Sectionl

'Jbc quorum ulred for any action authoriaeel by Sections
4 and 5 llacof dw1be u follows,

4 and 5 llacof dW1be u follows, At the lint 1XCdng callm as JIIOYi in Sections 4 and 5 hereof, the presc:nm at the mlin11 of Mcmbcn or of produ, =titled to cut sltty paoml (&OIL) of all YOCI of she Diffilbor.

{ 60) days following the mffllng.

Date Or Comma:u:cmeat of Annual Aslaamcnu.

1 bc Annual assessments provided for herein s 1 aa 11 - an the r1111da Y or April, 1971. The Asscument 1 across the search of th

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

Dutlei of lhe of Diicctors. The management, affain and potides of the Awiclallon shall be vated In the Board of Directors, each of whom must be a member of the Association In good standing. The number or Dilectors shall be nol more lhan eighteen anil not las than llx. The Buard of DirectUI# of the Association shall prep...a roster of il.c properies' and anasments applicable thereto at lea5t thiny (SO) days in o.dvance of such Il Il Clumni due date. Such asses I men I toster lhall be kept in the office of the Alludaliun and shall be open to inspect loop by any-ner.

Writicq nodcc of Ihe ____, shall th be sent to eway - salojca lhereto.

The Allociation shall upon clemalidat any fun, ish 10 any owner il, bit or aid _____i t_catif "acatt in writing signed by an officer of the Allodatio" setting forth whether aid usament 1w been pa!d. Such cenificate shall be condtilive cvidebee of payment of iD) usasment therein Slated to have ba:npaid.

kdl!m.2. Effect of Non•Paymmt of Aaasmcn1.

---rtii'Penunal Obligation of the Owner; The Lien; Remedin of Aaot:ialiun. If the USCIIUICnll are not paid on the date whe III due (being the date specified In Section Thereoij", dien I), ercon and ICOSI of cpllectlon thettDf III hereinafie: piovlded, thereupon becoming a continwan lien on the properity which ah. U bind pioperly: In the liands of lhe lhea owner, his heirs, devlsees, personal repraentativa andasigm. The personal obliption of the then owner (Papay such usciiicd), shall remah\his penonal obligation for the statutory period and shall libipaa to his infeccion in title unless ClepfCldy assuaacd by

Ir the assasmeat
■ — within thiny (SO) days after theuchery dall, "a I fee not to e1<eccd 12.00 shall be I fee not to e1</ed>

1 c..;> C11 .C1

55

Sec11.. Subonlinau.m vf lhc Lien 10 Mung.ogn.

On or che asscssau;nis pnmdcd fnr hncin shall be wbordinalc to che Uen or any -ngage ur murtgagos now ur hucarler placed upon the prupcttics Illbject lu mscumcn1; pn,-vllkd, howCYU, dial ouch suburdlnalion.t.1111 apply V11ly,., the us,,ssmcnis which haW; become due and pa)"bk P-flur 10 a sale or I ranser ur such pn-pettr punuant " a dicrie ur fon:dusun:, or any olher proceed"ing " lieu ur lun:clusure. Such sale or transfer shall not relieve such propeny fmm llobllity fur :iny uscuments I hereafter becoming due, nur fr>m lhe li•n uf any such subsequent assasment.

<u>Sectn I J & l'empt Pr<1pcny.</u>
<u>lolt:wing property subject IU 1hls Dedoration shilll be cllCflijlted from the aacusnenis, charge ,1nd lien crealed herein: (a) all properlies 10 lhe aten1 uf any t:>CnK"nt or utber interest cherein dedicated and accepted by the local public authority and devoted to f?licuse;(&l all C.mm<)n Prupenin in clermed</u> in Artlck I, Section I hereof: (c) .U p in exempted Crum tuation 1!)' the laws uf che Sute uf Michigan upon the teims and to tlic C1'1Cnt or such lqpl exemption; (d) all proponin ownod by the DcYcloper, hs w,duslgns,andheldby them or .riy of chemlor ale ur raalc, Induding any lois which

Q' may have been n:acquired by lhe Devdoper,

Notwilhs1&ndiilg any _p ons herein, nu J.nd or impruvemcnb daoied to dwdling use shall be exempt frvm said usaamenb. chltJICS or liens.

ARTICLE VI

MOBILE HOMES, CAMPERS & TRAILERS, FENCES AND MISCELLANEOUS

L All Mobile HolllCI. when placed un an Original Lot, considered permanent and shall meet the following ,:c-

(a) All shall have lonpcs removed or covered in • dccura• lhemanna.

(bl All shall be immcdialely pla «d on a rulUldati«n ur ČÍ1 skiried.

(c) All thal arc las than 12 x 60 feel in sbc nnisi bedark brifmestgnmincolor.
Thae shall be no add

Thae shall be no additlun to tn0bilc huaan except
. -oT i''6al lufactured by the manufacturer
-bile home IP qu .. llun.

(cl Mabile home localion un the lol must comply wifh Arti• de Vtl, Section 3, in addition tu which It musl bcJ>laCCd length

wise c,n the lo1 ln a position uf IIOI uwr 45 dcpccs frum pa. pendleular tu the ruad at the finnt ln1 line, uilleu otherwise approved in writing by 1be Association.

AU Campers, Tnilcrs, Camper-Trallen, Ten1, 1111d Cimplria Equlpmciu, may be med as temporary dwelling un lou, long u:

L⇔cil and Stale saniwy •nd health bws arc uburvrd.
b AU Udlhy connections att 1cmpur•ry.
c The manufacture of all sum equipment wu ln1endccl fur

camp ng,

Sectlun S, Nu convened 1rucks, buses or vehiclu other lhon those whose manufacture was intented fur camping shall be alluwed on the properties.

Section 4. AU Fences shall be aceted at 1-1 75 feet bad fn,m ibi1iviiilut lmc and 20 fcct frum the side lot line in the event of a comer lot.

(a) All fences shall be made of or of material to lend harmoay to, Jbe topc, gnphy of the sum, w, ding landtapc surb u shrulis or hedga:

(b) No fence is to bc...cr56 inchcsinJ,dght.

§ss1!S!!!J. No planed 101 shad be further subclivi=d.

ARTICLE VII

BUILDING AND USE LIMITATIONS

Jlp_n_1. All 1011 not ulherwise IPeclfically detIgnated upon a plat ur nicumed locdarai.on by D"""fuper shilli be used tor residential pwpuses onty, and llu busincu, cummerdal ur manufacturing enterprise shall be condilicted on said prom lscs. No bullding shall br crcc:tcd, altered, placed ur ncd temain un u'Ty lul other th. unc single fllfflil) dwcUm,nut exceeding lwu and unc-half stories in lu:ight, and onr pnvate garage ur tuul shed, ur co.mbinatiun pra&c :md boalbuusc fur family.,xutumubiles and bwis, In keeping wi1h th.- dwdllng su •

Stttiun 2, Nu IMsement. Shack g:&rJ, bunurnlhn,,u1bulldlng

nethry, n,n-shair the used we were silvened comparine ily or coa, na-

cunstnaction. hr ustd :as a raidm.ccs

No ulmals. IlvalDCk ur puuliq, ur any kind almII be naised, bzcd or kg>I an any lot, ac,cpt !hat doss, cau or 01h01h_hold pets -y be lccpt thal they are nut-kept, bred or mamiaiacd rot""¥ minacial pmpusa.

No lot shall be used ur rnolntalned u a clumping grui, sul ror nabbish, 'Insh. giubage or other wute shall not be leept ci<eept in a unlwy container. All IndnuMozs or oilier caui11mm1 for lhi: .ion,gc ot ,1 on1 of 111Ch -tcrW shall be kept in a dean and wy cu. diGun. •

No "For Sm" sign or ;ohertlsIng device, .af any kind Ilhall be CICCled on any 11>1 exccp, I on a new residence previumly IIDOCCUI!.ic,I which bofr by the doper or buUder. En• InJICC '!POD any lot for remo.al or such ';;!olatiun aball not be l,cgudcdasuapass:

Tbc outside linisbing of all-bgs must be: c:omplclcd within after -uualon bu sWtcd. -1 no asphalt ablDglcs; UDitalloa brlc'k; buildmgpaper, insolalion hoatl, ag or similar leinals shall be used Cotthe ateriot f mlsh of Y 11(ch buildln11 exterior f mlsh shall be Nliatoa shlngla, liding, lop, brick, stone or concrete.

Every dwdling l\ousc ahall have not lcn than 720 squuc feet of enclosed liviligspace exdwlvc of potches. bteczeways, cag,orts, pa os, pool **OJCU**, * olberryum.

Building. Mo Home or Camping Lacallon. No liiiililmg. mobile, aniper mUlor 1001 ahall beloca\cdon aay pJÖllffly than 76 feet to the Front line or acmir d,aa 20 feet oa an y side street line. No buildlina, mobile home. c:ampa: uni& or tml shall be localed DCUU tlWI 10 pcrcent to the widdl of the un holich soll bullding mobile home, campa unit or teal is to be 10 aay sldcllnt, .cxap1 thal a tlinc i lillal=Jm side yard shall be i,amlucd for a page cwolher tied accellally buDellog Wfiicb Is Jo. , aled iowad the - or the ty. For the puiposa of Ihla Covenant, ca-, II adopen potdus shall not corisidad as a part of the bullding priviled, howevr₁ that this shall not be aimtruced ay penillit any portion of the tiulidins 10 encroach upon adjoiningpiopcny.

Each cal residence shall .,,;;nlaln only Inside iiiiliiiy_ 10ilds will aq,llc Wlb and dnlA Odds or d,y wcU mcct1Dg Ilic regul.-nts or the Michigan State Board Of Hallh

Azly owner or real prc.pcny in plats or Rose Lall Fo"" shall have the right to ptVSCCIIIC any proceedings at law or in equity aphs 1111y penon or viulating or 11 templins "viobte aay __ containid herein, either tu prevm1 hiin ur them from doing so or to recuver damoga ur other dues ror ___, mil viobdons.qnnlidaticm or any one or these cuvcnanu b).i,udgman of court order Ihall in no way arrea any other provisions, willch shall remain in ruU rorce and erreci.

The foregoing_Building and Use Uni11a1lun1 thaU not apply le> the Common l'roperlics.

Dwatlon. The covenonu and restrledons of Ibis Dec-. liiailoniliaD run wilb and bind 1bc land and shall inure to the bcncll1 or and bc cnfonzable by The Anoclalion, or the owner of any land sullica to thia Dcdantloa, their rapccliw, lcpl repreKntaliwa, licirs, S11C10CSSOZS and assigns, for a urm of nwenly years from the dale Ibis Dedatalioa Is ittemled, alter which shall be au-lically extesuled r« sucinno said -u snail be au-lically extesuicd results comi-c paloda of ten (10) years unleu an imtrwnenl signed by the then owners of two-think of the lou, subject 10 tilis Decontlon, Indwling all lots if any mil owned liy the Developer or its su-ssozs or usiglis, bu bun tee0rded, apceling 10 chanle_u1c1covcnanu and restrictions in -whole or in par1. Irovided; h_cw_1bal no such optiment 10 change lhalf berrfecdw•un1cs1 made 1p1d rcconkd lhrce (S) ycan In advance or the

date of such CMnge, and wilcss writcen notice or the proposed agra:mmt ls llfflt fo every owner al lcul ninety (99) ilaysh advance-of aziy ac:llon ukcn.

_IQ!I_f, Notka. Any notice ,cquired.10 be smt 1 any mm,under the provisions of this Declaration wll be are born y SCDI when inalled, pollpald, lo decmql IO have bcm y SCDI when inalled, pollpald, lo thelasl bown addren or the person who appan u meiaber or OWNEr on the recoids or the Association 11 lhe time of me:b

Scdlon S. Enfon; emm1. Enforcement ur these CUVCIWHI and rcsll'IcUons 1111111 be by any prucceding al law or an "luhy against any pczsun of J?CflOns vluladng ur aucmpllng lo "iuLu• any covenant or n:amctiun. either to resualn vlulalian or ,ecuver dam&ges, and apinst the land to cnf9N)C any lien created and faihlre by the Association or any owner by lhcsc -u; to adorce any -I or restriellun hadn contained shall in no event be demcd a WAWCI of the right 10 do ao thereafter.

C.:>

S..ction 4, Severability, Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any othoz-provision which shall relllain in full force and effect.

ARTICI.B VIII

HBALTK RBSTRICTIOJIS

- 11) All lots 11-71) subjpct to thP following rAstriction: No pprson shall bpgin construction of or make major rppairs to any spptic tank, spptic toilPtor sub-surface disposal systPm until ownProrhis rPprpspntatiVP has madP application to thA Cpntral Michigan District HPalth DepartmAJ1t; RPpd City, Michigan.
- 12) Each well drillP.d on this plat (lots 1-71) must pass through a prot..c:tivP clay layPr orA an aquifpr is uspd or if no clay layPr is pvidpnt, thP WPll shall bp constructed to a minimum ct,.pth of 80 f-t and will bP.constructed in accordance with ground watpr quality rulPs and rpgulations,
- 13) Construction on thP following lots is hPreby rpstricted as Collows: Lots 19 and 34 arP not auitablP for on sitP ${\tt SPWagp}$ disposal.
- (41 Construction on hP following lots is hPrPby rPstrictpd as follows: ThPplacpmpnt of adwPllling-and sPwagP disposal system must bP locatpd on thp lot in thA arpa i4Pntifipd to thp satia-faction of th, CPntral Michigan District HPalth Dppartmpnt, RP.pd City, Michigan,

Lt>t 18 - Back half of lot

Lt\t 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

-o street light or mercury light shall be installed or erected within the plat of "NORTH ROSE LARB FOREST HILLS." Flood lights, \boldsymbol{H} installed, shall be installed in such a mannor • th t the light does not illuminate areas other than that owne4 by the lot owner making such installation,

LEER 356 Mic 4019

REGISTER'S OFFICE) SS 1109 1t.29 Al 3:00 P,K, t!.t'' lleg!I'a

DER 356 MG 410

Signed in the presence of:



Allan D. Wood & President Collan D. Wood & President Collan D. Wood & President Collan D. Wood - Attorney, in Fact

State of Michigan) ss County of Oakland)

The foregoing instr11111ent was acknowledged before me on th!s day ou, \dots, v , 1978 by Allan D. Wood President of Pine River Timber ou, v and ou, v gan Corporation, and Alian D. Wood, Attomey in Fact, on: i:If ofaaid corporation and those persons with a propriotary interest in the plat of North Rose cu, v according to the recofded plat thereof,

Hy Commission BXpires

<u>. I</u>el

Notary Public Oakland County, Michigan

5/8/78

Mikel Chick 15

Central Michigan District Health Depart111ent Reed City, Michigan

Brepared by al!(1.returnto:

Allan D, Wood 2517 N, Main Royal.Qak; Michigan 48073 KNOW ALL M!!N BY THESE PRESENTS, that we the undersigned, the Pine Rivor Timber Company, a Michigan Corporation and all persons and owners by Allan D. Wood, Attormey in Fact, 124 N. Mitchell, Cadillac, Michigan, being the present owners of the following described property in th. e Township of Rose Lake, Osceola County, Michigan, to wit:

All tho land in the plat of STAND HILLS," according to the plat thereo .

WITNESSETH:

WHEREAS, Ocvdopa is the t.nd con l'ratcpurchaser of real propeny d<Kribed III Artlde II ol this Decentlon and dtilie<to ante thereon a residenti al community with permanent park.I, playground1, open ,paca. ind other common b.cilitia for the benent of uid community id

WHEREAS, Develop« dniru 10t,rovldc for the prucrv*tion of the values and Lmenitics. in uid commun ity a.nd for the: rmintee nance of wd pulu, pl>yground, open lpt.teel and other common racilides; and, to thu end, disira to sylbject the real property de, cribedin Article II together with such additions u may herultu be nude thacto (as provided in Article II) to the cove:na.nu,reltrictiont.te:-a.sc:Mnu,chugaandliens,htt<inaJtc.rt forth, uch and all of which lSand : are for the benefit of wd propaty andnchowner thereof; and

WHER.EAS, Developer hu deemed it desinble, for the elfic:i<nt pracryacion of the valun and amenida in u.id communt7, to aa« an agency to which Ibould beddeg,ted ind assigned the powen of ns.intalning and idmini.tering the community propertic J and Cadilla and administering and enforcing the CDV-cran II and restriction s and eoUceting and disbunling like W<shripm and ch:arga haei nafiltr created; and

WHEREAS, Developer lh&ll cau,c to be incorporated under the bwi of the State r''Michigm, as a non-profit corpor.1.tion,

NOW THEREFOR£, the Developer dccwcs that theral property dacribed in Article II, and "uch additions thereto as m"-)" hereafter be nude punuant to Article II her o[, i, and shall be held, tnns(crrc:d, a.old, con cycd and o«U pied Iutr ct to the covenanu, re-lTictions, casemenu, charges 211dliens sometimes rerened to as "covenants and restrictions") here n1rtc1 set lort h.

ARTICI:E I

DEFINITIONS

Sccdon l. The following words when used in this Dcc1:ar2lion or any supplemen tal Declaration (unlns thecontext1hall prohibit) ,h&JI have the following meanings:

1,BfR 356,Ac527

Ι.

- (a) "As1oda1lon" ahall mean and refer 10 the Lake Forest Proper1y Ownen Association.
- (b) "The Propmln" 1holl mean and refer to all such exis1lna i,ruperdea, • and o.cldlllons 1here10, u are subject to this
 • Declaration pr any Supplemental Declaration under the prov\sloM or Anlddl; hereof.
- (c> "Common **1 a."** hall mean and refer 10 those ucaj of land, hown uit...,, tecorded subdivision J!lat of The mill inlmdcd \o.be dnottd to tbe cnmmon use and joymm1 of the nen offbc Prapenla.
- (dl "Orlgbiat Lot". W mean and refer to any lot or plat of land slaown!'JIOD any original recorded and subclivmon map of The Proportia after the same has been sold by the Dewdaper, or its repmentaliwa or &Slip.byland c.mtna orbydeed but shall Roi IndUlk Commdl) Plopertica • heretofore ddillal or uy 101 thu the bas sold in which the COAInet beccma defaull by d,cpun:hascrand!hatthe Developerorila \mathbf{u},\mathbf{I} back tor resale.
- (e) "OMIcr" ihau mean and n:fer to the aiultable owbctlitt one or more persons or cnlitics holding any Off&inal lot situated upon The Properlici wllClhcr such ownchip be in fee simple li\k or as land comiract vendee, qotwilbstaildlng any appliable theory of the mongage, shall not mean or refer to the mor1pgcc except If the monggc baa acquired Citic pur-1111111 10 foreclosure or any procading inlieuoflored<, s, uc:
- (f) •1wftzi,kr" ahall mean and refer to aD thoac Owncn ,mo 111emben of the Assuclation u provided In Anide III, Section I, hereof.
- g) "Front Lot Une .. ,hall mean and refer to thu aide of the 11 11 touch. 1hc eoun / road; in the C\u00e4cnt lhac the lot is a corner 11>1, ii ahall mun an refer 10 the ahoncac side of the lot that touchca the counly road.

ARTICLE II

PROPER?Y SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Scctlori 1. histing Property. The ral propeny which is, and illiillie6"cld, cranil"crn:d, sold, conveyed, and occupied, subject ID thla Declaration, la located In the Towmbip of Rose Like,

Oaccvla County, Mid>lgan and ia murc particularly dw:ribed aafull1>ws:

ROS£ LAK£ FOREST

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

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

Scalun g. Additional Lands may bOcome subject to III5 Dcdu-

'Ibe Devcloper, Ita succ:aaon and assigns, shall haw the right to briag alditlonal lands localed in Osceola Couniy, Micbl-Bl***• Into the acha= or thb Dcdaration. Such proposed addluons. If made, shall bcco.- aubject III IIICIIDIffil for their juat alwc of Aasodalion expems. The Common Propertica within all such additions abalf be dCYolcd to the common me and a,joymcot or all ownus of r.ropertica which are subject to this Dcdarallon. The Dndoptt a riFJ\u 10 bring addibOnal lands Into the Declaration shall not beheld 10 billd the Dcwloper, lu succason and a.lgns, to make the proposed additiona or to adhere ID the scheme In any subacquent dC\(\text{Clopnim1}\) of the land dncribcd herein. In nu C\(\frac{1}{2}\)I, however, ahall auch supplemcnwy Dcdantion rc\OOke, -dify tiraddID the Cownant atabliahcd by thia Dcclantion within lhc existing property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Scelian 1. Membenhlp

"1WCiV penun or enthy who h1>l<k any equitable inltrtlt, Indudling the Devel ••• Inanylot or lu1s Induded within "The Properties" u hcrcll\ defined, whc1her as land contract w:ndcc or fee holder being subject 10 these covenants, shall **be a** mem, ber of the Association pNYldcd Jhat any such person or entity who hokh aach Intered merely u a security for 1hc perforance of an obligation shall not be a member.

voting members shall liave one c:laas of voting membership.'
Voting members shall be all those member who hold'lhe intere cats required for Membership in Anrde III in Section I abo\u00a3c. When more than one person hokh such interest or interests in anr we in said Proportifft, all such persons shall be members and

1M ,role foreach such Lol did be c..ercised u !hey......ng thmisd¥a dc1nmine. Each member ,haJJ be entitled IO one vote for each lot that he owns ut in which he owna in fee or In which he bu an Interest u a land con1rac1 pun:hucr.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES AND PARKS

Memben' Euemen11 of En ymcn1.

SubJca lo the provisions of Anide IV In Seellon S, ew:ry member shall ha" • right and casemmt of enjoyment In and 10 the Cammon l'ropetlia and sudl caement dwl be appunenan1 IO and shall pan with the title lo "er/Oripal Lot.

Thie lo Common Propenia

Topa oball retain the like to the Common Prypolia but not lo"F than such bme u it hu sold 95 of the lol1 in the Proponin in all ab additions lheselo and the &2BRPIC of lhe OUIII obling balanca of the sales prices thac (ohu been reduced 10 tbcrcof, but not lata' Ihm live (5) years from the date of lbc recotding of this cloal Inent, wt,cn Dewlopa shall convey to the Association such Cammon hopcnla with all ImprofffflCnts Ihercon.

Ex1cn1 of Mcm • 6-mcnts, Thedal, 11 and cueiiiciiisof enjoyment ocated herdiy shall be siiliject IO the

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

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Creation of the Um and Pasonal Obligation of

The Dc\Cloper, being the owner of all 'the Propenla, hereby _a,u, and each subsequent owner by acceptance of a

deed therefor, whether or not It obll be exprased in any IIICb dtcd orcon...yance, be deemed lo CO-t augree to .!" IO the Anociation: (I) Annual IMCSSIDCDII ur dmga;{ZJ The annual — nu, with lllCh inicrest thaon and cosll nr coDccuon thereur u hereinafter provided, shall be a cballC on the land and shall be a colulnumg lien upon the propalyag.ln11 which each aucsament ii made. Each such UIOUIIIffil. tugethet with such Inten:11 thereon and cost of collection thereof u hereinafter r.rovided, shall be a charge on the land, and shall be a continuing lien upon the property against which each such -.,mnl bmade. Each such assessment, together with SDcb intc1Cst thereon and -1 of collection 1hereol u herein. after pnmdcd, Auill also be the pcnonal obligation or thout > Cfson wlio wu the Owner or wch property at tl>e time when the fell due.

- Aaociatic>n shall be med CX. dwivdy for the p.up_osc Ul promoling tlK mratioi>. hcaltb, safety and welfare of the raldcnu in The lies and in pytiaaltt for the lmp,-rll anglaintenance of propmicl, SCMeCS, and facilitle idntoted IU this and related 10 the use and an objective the Canunon Properties situated n the Properlia, including, but Doi Ilmhed tu, the payinch uf taxa and insurance thereon and repair, replacemm1 and additions then:10, and f « the -t of labor, cqulpmcn1, materials manage, me1n and supervision thereof.

Sec : 8. Bub and Amount of Annual Asfcaments.

e annual au •-nt shall be S15.00 per .. ch Original Lot sold by Dewloper, Its npracntadves or auigns, by La, Jd Con, tract or Deed and the luell menl shall be ilis in "huled ownly a,gainlt each Original Lot, provided 1ha1 in cases \<here an Owner owm more ihAn one lot, the aucument fo• the fini lot owned shall be S15.00, but each additional lot shall bear an annual uscament of SI0.00. From all such aucu.r,,enu, the auac:iati,,n oball pay for the_, of th malntuw,ce or parks, cqaipincnt, !!CDffll upkeep of the Il.use Lake Forest area, man• agcincht, and openlion shiring fas p.no. Mett below be lowed

against or be diic &om Dncloper for any loll ownal:by it, or oibctWisc.

Aacanxnts"f.,.Caphal lmp,uva,,a,11. Section 4. ---ii"iilal11on 10the annual usasments authorir.cd by Section \boldsymbol{S} hcteof, the Aaoclation niaY $k \boldsymbol{\Psi} \boldsymbol{y}$ in any &IICISIDent year on each Original Lot sold by the Dnclopa-, III n:pns=ut1""s or iwlzns, a special uscument, applicable 10 that yeu only, for

the puspOH or derrayIns. 1, whole or in part, 1bc cost or ony consuuction or n:con1truction; unc1tpc::ted repair or replacement of a dacribed capital Imp,uwment upon the Comm.on Properties, Induding the necessury lixtwel and pcnoml JHOP-eny ldited thereto, pnmclcd ID/such -nt shall ha..., du: affinnatiw, or two-thirds (2/S) or du: ¥Ota of all volling mauen whear YOling In pmon or by proxy at a mccding dDly called for thfs puipoae, written notice or which shall be sent Joall, manbch at last tbiny (SO) clays in advance and shab Kt, forth ##Ppoae of, the meeting.

Change in Basis and.Muimum of Ammal

Subject to du: limititlom of ScccloD S hereof, and for periods therein scat, the Alsociiation, cbqc themaxiand baas, of tm liscd by Sc:cticin.!! h/nof for any such pnwided that any such change sha!! haw, the aacnt or two-lhirda (2/3) of WotInil manT.cn who are into the subject of the subjec

l!mlml..§. Qumum foi Any Action A thorixd llnder ScC1iol>s 4mdli.

set ortb the PlllJ'O" of du: meeting.

4.;:;;:::r,ih:\U:C.!'io"J::li action authorised bisections

At the Ont meeting it is all cd, **u** provided In Sections 4 and 5 hacof, the pminee at the meetln 11 of Members or of proxia, entitled to cut siaty pfflic III (60%) of , di votes of the member-

shall constitute **a** quoru Irtherequired quorum is not forthcoming al any lliffling, another llw.llll, y be called, sub. Iffit to the notice n:quirement **u** let forthoiSectioi, s4 and 5, and the requimi quorum 11 any ouch subsequent mcctling shall be one-half or the requind quorum at diepn:ccdling meuling, provided that "" such uent au,edng thall 1,e beld more sixty (60) days following thep,-dlni:meeting.

Date of Commencentl\1 of Amwal Alsasmenll.

The Annual useamenll llfOVided for haein for Cam su lng ,_ shab be one due and payable on the lint day of April of each yeu. No a, bustness or prozations of aliall be mail to have been shall be had so a shall be had so lattored.

Inying Ihe in advive ODd Iball be kmd , gali, sI shall be be been using a thick of the beautiful be with the beautiful be been using a shall be been using the beautiful beautif

be rilted In the Rcaolutiun allthori&ing ,uch asaa,menL

Ilffihm,j. Dullea of the Burd of Din:aon. The managcau,nt, illiliiaii'd J10llcla of the Alsoelation ahaU be Wlited in the Board of Direction, each uf whom ml111 be a member of the ""DCiatJon in gOff rilkeling. The number of Directo,s aball-be not 910" than Lill. and nut leu than six. The Board of Directo of the member of Directo and rillon shall prepare a rust of the properties and -nu applicable them oa t least !bitty (SO) 4ays In advance of sucb micromorph doe date.Such aucssment nmer shall be kept in the office of the Association and shall be open to Inspecticin by any owner.

Written notice of the UICllmcnt lhall thomlpon be ...,, 10,owner Atlljcc:s thacto.

The Aaodatioo shall upon rul aratime fumlsb to any owna lisl.le for aid auasment a cal.mcatot in writing Siped by 1n officer or the Aslociatloll, sell1llig forth whether said &llCllIZiffil hu been patd. Such cenir&cate shall be condusiw nlclea« of payment of .any asscummt tben:in staled 10 ha.., been paid.

kdilm.2. Effect of Non-Payment of AuasmcnL

-'tlic leraonal Obliption of the Oimer: The Ucn: Remedia of Auoclation. If the u.c. uments are not paid on the date when cfuc (being the dates | pecilled In Section 77 basef), then thereon i con of colke: Ilon thereof as hereinafter provided, th=•ilpon becoming a continuing lien on the property which shall bind such property in the hands of the then owna-, his heirs, devbees, personal representatives ond assigns. The personal obligation CII the then owner 10 pay such uscument, ilo-...£hall remain hb per, onal obligation for the s111ulory period and shall not pan to his succelsol1 In tille unless citpressly assumed by

If the assessment 11 not paid whhin 1 hirty ISO) days after lhe delblciuency date, a penally fee nul lo elteeed \$2.00 lhall be ad, kd themp md from that date inle:es1 at lhe rate of lbl pcrceDI (&'A) per annum may be added lo die ddinquent ballocc an4 penalty and the Alluciation may bring ID action at law aaa1ItSt lhe owner pcllUll&lly ubligated to P,) the same or to fomlose lhe lim against the property. Tbett shall be added to a 1Ch ...__n, ddlnquent lee and miterest and the cost of

preparir, a and riling Complaint in 11d> aeuon and in tlR, ihat JuoJp:m11 shall incfude interat on the total amount as abow, pnmded and n:asomble attomty' fee 10 be ruicd by 1bc -m1 together with the cosu of the action.

r..:) CJ

> CJI Q

Sc!: I!ImJ.!!. Subordinallon of the Lion to Murtgll!les, !:!!mJ.!!. Subordinalion of the Lion to iviniting interpretation of the IUCHIMnts provided fe,r 1,acin shall be well as mortes for mortes & or mortes & W or 111bordirwe 10 the lien of any mortga&• or morlga&a iffcalter piled upon the properties Illifect to \(\bullet \tau \) if pto--id.t. buwe.u. thaNuch-subi, dination: halkppl)". Ool \$\rightarrow\$-to a sale o, Iraaul'u oflucb \(P \) t pulli&III 10 a dtaccof fotedosure, « any olhu ,n liw of fo,uloswc. \$,ach sale or . uanslu, hall not rcUnc such pn,pcny ftum liabUlcy for any assasmmu lhcrcaftu becoming due, nor from lbc lien of any 111ch subsequent uscwncn1.

Exempt Prupctty.

••• properly su ca les chis Dedar:,tlon shall be exempted from the astff1 mc:nu, charge and lien created hc<in: (a) Dll pro rllcs lo theextent of any casemenl or other Interest therein dedlated and accepted by the local public authority and devoted tu public use; (bl all Common cr1lc1ucldlned in Artu:le I, Sccdon 1 horcof; (c) all propertl.. exempted frum weatinn by the laws ul the State or Michigan upon the terms Illd to lbe extent of such legal exemption. Go all F wowned by lbe DcvdOJ/Cl", its 1u=aon | Adl|| arididaby than or any of them forsalcorraalc, int IU4 Ingany lo Il wblchba.c been reacquired by 1be Devdoper.

Notwitbtunclla>& "!'Y-n>Yiolons had,,, no lancl or !!"Pr_. ma>u devoted to clWCuing -sllall beexempt from said_. menu, charges or liens.

ARTICLE VI

MOBILE HOMES, CAMPERS & TRAILERS, FENCES AND MISCELLANEOUS

All Mobile Homes, when placed on an Oridnal Lot, iliillliccot1sldcrcd permanent llld shall mrct doc following reqwzcmcnu,

(a) All shall have tongues removed or covered In a decor.

All shall be ia>mcdiatd)' placed O'I a foundation or

(e) All that ate less than 12×60 fect in du ffillil be.wk bnnmor forest pcm in color.

(d) 1'bcrc slull be no addition to amble homes except or cquJpmcnt manufactmcd by the nwiufactu,u of lhc-bile home ll'Iquesthm.

(e) Mobile bome localion on ,he lol must comply wilb Article \PU, Section S, in additiol'l to which it must be placed length

wise on the lot In . position of no1 cm:r 45 degree, from perpendleullr to the ruid at the front 101 line, unless ollnwlse approved In writing by the Assodalion,

§m!m..L_ AU Campas, Trwcn, Oamper-Tnllen;,'FcnU--cl Camping Equipment, -y be used as ••mporary dwdllng O'll

lull, so long as:

LuCil and Slate sanitary and health laws AU Utility conn l'II arctemponir)', The nwuafacture or all such equipment - In!Cftdcd for camping.

Scotle,n S. No converted trucks, buses or *ehlclc1 utha than 1bosc whose manufacture...,.. intended for camping shall be alwwcd on the ptupcrda.

fifJ"n 4. AII Fences shall be erected 11 lcut 75feel back from c roll 10t line llld 20 feet from lhe side 101 llne in tho event of acomer lot.

(a) AJI fen,:a shall be made ul wood or of ma1trlal to lend harmony to the topography of the Nnoundling landscape suet, u lhnabs or hcdgcL

(b) No fence is 10 be..--56

No platted lot sball be f,inbcr Nbclividcd.

ARTICLE VII

BUILDING AND USJ'LIMITATIONS

AU lott not otherwise specifically dalgnated upon a AU lott not otherwise specifically dalgnated upon a

Plat recorded Declaration by Ocveroper 1bill be
used for raldential pwpoocs only, and business, commercial
ur manufaclu.: Ing enterprise shall be cunducled on said preiriits in little to the state of t execeding two and un. balf stories in bdabt, and om p.w.ue guage or tool shed, or comblaatiun garaic ond boatbuine for billily automubila and boats, in keeping with the dwcUing so

Section 2. No basement, shxk g:u:,gc:, born or oilier outbwldiug iliaJra'iny lime be wed as a residence, ..m rily orJCfffl8-ncntly, "" shall any suuctU1C of building in the prucas of comtrw:1.i.on, be used as a a.idcncc.

No animah, ilwstnck or puuh,y ur any lcind ihall be ,abed, b,alor kqll on my loi, except 111,at d"tl", cats or olher "-hold niay be kepi prowled lhat thq me nutkqlt, bred or malnialncd f« any commercial purp_.

No Wt lhall.bc <code>USed</code> r mainwincd \mathbf{u} • clw:Dplng pound for rubbish. Thah, $\mathbf{1ar}$ • orotbc, -te lhall not be t eucpt in a lank.uy con 1111-. All me: 11U&tor1 or olher equhimm l ror lift •ton&C OP.lfisp-1 or, uch malcrlal lball be kept "In.clan ad eanly v cuiulltion.

No Mfor &le" 11p or adwrtlsIng dcvlcc:or any kind daaJI be accted, on any.lot t $_{\rm GD}$ a new reeldcn= prevlomly unoccuekd whiti b orracd by the dCmopu or bwldcr. Bntnctuet upon any lot fOf icmonl or sisda vlcilatlon lhall not be tcsudcd u trespasa.

The avtllclc rsnlahing of all buDdlnJl' imilit becoim, lcud will hm one -(1) vev after voluyaloia tias mrtcd, a no up, lait lblnp. Ull'Illitioa brev. On lullage • Insulation boald' or lbaathing « similar non-exterior .matciiak shall be med for lhc Cillfflot linbh or az, y _, bulldlag; cxtaior linlih lhall be w ood, ubal01 ibiripl, lidmg, lotts, lmck. Atol! Corconcretc.

 $\label{lem:ball-lambda} Ewiy dwelling home lball. haff not las lban 720 equare feet of a, dood liviq 1 paccexe: buiffor bKacw&Y1, CIJP <", patios, poot pngaa!" fbthcr.-.-y-.$

Bwldlna Mobile Home or CuDplaa Location, No liiilliilliia, mo I I I cluialc, camper II Ditor lentilla II be located on

and v incording to feet on any tim treet line. No inflidint, mollile to no ne, l&Dit or tent lball be located nearer Inul loper bill both; call be time. Poppa via be auch any aapt. that a direct fool inflimm tide yard lhill be i, am | Ucd f apage of allocated nearer in lide yard lhill be i, am | Ucd f apage of allocated nearer in lide yard lhill be i, am | Ucd f apage of allocated nearer in lide yard lhill be i, am | Ucd f apage of allocated nearer in lide yard lhill be in lide yard lide yard lhill be

Sff!!!m. Jo Each to 1CP11c w1b and dhalf maintain and vigniled In11alldDD!!QCcling die req=nts of the Michigan Slate Boaft of Hallh.

Any owner of real property in plau ur RoR LaKe Fornt Iflall have the right to prusecute any proceedings at law or in cq.llty apinlt any penon or penons vlulating or attempting to-"lolaae any _. _. contained berein, either 10 prevent him ur them rrom doing 10 or to recollff damaga or olher dua ror auth "!!oladom.*Innildation of any one or these cownan11 by .{uda-ma,tor mun order-eball in no -Y arrect any other pnwis101U, wbld, llhall remain in rul1 force and errea. *

The rorcgoing Builclins and Uu: Liml1ation1 1 11 not apply to the Common l'wpcrtia.

Notica: Any notice required to be..., 16an Announder the piovision of this Deduaaion ohalibe the Method handles & PRPPM with appealed with the second

c.,,

- on the, recatde of lhe Auodaticm at 1he time or IIICh mallina, $\,$

Enfurcement. Enfweement or these co-, enants DZld raiilaliiis shall "be by any pruceding at law or an way apinit any paaon or pen, 111 wiulating or attempting to i.i.lair any _, or ratriciioA,' either to restnin violation or redamaiCl, and apim1 the land to enfoag anylleD created tailme by lnc Aaociati= « any _ _____ assulction berein contained shall in. no cwpl be deemed, waivr yf the right to do 10 lherealter.

lection ,..., erulli Y• :tnvaUdatlon of any 'oaa of tlleM
C09enant•orreatrictiona by ju-...nt or court order ahall
lnnow1Naffect uy other pro•ialon, rh ch ahall're.T in
f\111 force and effect,

AR'!I'ICLI VIII

HBAL'rH RB IC'!1'IONS

- 11) All lots 11-481 subject to thft following rftstr1ct1on: NoP41raon shall bftgin construction of ormate major repairs to any s.ptic tank, apptic toilftt or sub-surface disposal system until ownProrhis representative ha• made application.to the Central Michigan District K,,alth Department, 11,oed City, Michigan.
- (21 Eachwell drilled on this plat (lots 1-4,) 1111st pass through a protective clay layPr befor an aquifPr is used or if no clay layer la PVidpnt, the WPll shall be constructed to a mini∎WII depth of 80 fppt and will be constructed in accordance with ground watPr quality rules and re911lations,
- (31 Construction on the following lot is hereby restricted aa follows: The placqent of a dwelling and aewaga disposal system mult be located on the lot in the area identified to the actiafaction of the central Michigan District Health Department, Read City, Michigan,

Lot 1 - Back half of lot

AR'".ICLB IX LIGHT JUCSTRICTIOIIS

No street light or Illercury light shall be installed or **erected** wJtbin the plat of "ROSE LAKB'l'OJUIST RILLS," Flood lights, if installed, shall **be** installed in such **a manner** that the light does not ill Wllinate **areas** other than that owned by the lot owner making such installation,

1GIffI 356 YAC.533

7.

| | u8tl1 :i5G rALt534 |
|--|--|
| Signed in the presence of: | |
| Rolling A. Girdley Mogrician | by Allan D. Wood President |
| Bacene a. Berdle . | Illan D. Wood President |
| Rollene A. Girdley | Allan D. Wood - Attorney in Fact |
| ff one to | • |
| State of Hichiganl County of "9aklandl .so | |
| The foregoing instrument was acknowled of Juua: , 19'18 by Allan D Company, a Michigan Corporation, an on behalf of said corporation and the interest natheplat of "Rose Lake Forecorded plat thoreof" | .Wood, President of Pine KIVET .Timber d Allan D.Wood, Attorney in Pact, a pei:aona with a proprietary |
| My colmlli sion Expires, 4-Z si! . tt | fld |
| <u>Z</u> | Icon Public Michigan |
| 7/11/78 Miled | Elhih RS. |
| Reed City, | nigan District Health Department , Michigan |
| Prepared by and return to: | |

AllanD. Wood 2517II. Main Royal Oak, Kioh.igart

_....; 26th

 $\begin{array}{lll} \text{REGISTER'S OfFICE}) & \text{SS eoy} & \textbf{g:z9} \\ \text{OSCEOLA CO. MjCH.} & \text{At} & :\text{OO. P,K,} \\ \end{array}$

(!.f: .RoGIIW





Michigangov Hylie

SSSP Home i Cont act £ICC | BCC Horr.e

Bureau of Constru cti on Codes

Statewide Results for Subdivision Plats

| ::z;:::s = 100 | ! 2 | <u> </u> | <u>a</u> |
|----------------|------|--|----------|
| | Clic | i< on column headings to sort the column | |

| Subdivi s ion Na m e | Oar u <u>Number</u> | County S | ection] | <u>Fownship</u> | Range | <u>ruvate</u> <u>Ci</u> |
|--|------------------------|----------|----------|-----------------|-------|----------------------------|
| IQ N. ROSE LAKE FOREST HILLS | 56776 | OSCEOLA | 5 | 19N | 09W | |
| Tu rose lake beach | 21201 | OSCEOLA | 3 | 19N | 09W | |
| JLO ROSE LAKE BEACH, AM.P. OF LOTS 8 TO 18 INCLUSIVE, | <u>68003</u> | OSCEOLA | 3 | 19N | 09W | |
| ${ m J1cll}$ rose lake fores t beach | 56827 | OSCEOLA | 4 | 19N | 09W | |
| 1b?tl rose lake forest beach | 56827 | OSCEOLA | 9 | 19N | 09W | |
| ROSE LAKE FOREST HILLS | 56828 | OSCEOLA | 5 | 19N | 09W | |
| NOS- LAKE OREST KNOLLS NO. 1 | 56829 | OSCEOLA | 5 | 19N | 09W | |
| SE LA E FOREST KNOLLSNO. 2. | <u>56830</u> | OSCEOLA | 5 | 19N | 09W | |
| ROSE LAKE FOREST SHORES | <u>55090</u> | OSCEOLA | 9 | 19N | 09W | |
| $_{\mathrm{f0}}$ $_{\mathrm{tl.rose}}$ lake forest slopes 3 | <u>56831</u> | OSCEOLA | 5 | 19N | 09W | |
| ROSE LAKE FOREST VALLEY | 56832 | OSCEOLA | 5 | 19N | 09W | |
| .flcII _{rose lake forest. plat of} | 54101 | OSCEOLA | 5 | 19N | 09W | |
| .fr2tj rose lake forest plat of | <u>54101</u> | OSCEOLA | 5 | 19N | 09W | |
| $J!clj_{	extit{ROS}}$ e lake forest. replat see e. | 54099 | OSCEOLA | 5 | 19N | 09W | |
| JLC! ! <u>ro</u> <u>se</u> <u>l</u> <u>ake forest, replat see n</u> . | 52999 | OSCEOLA | 5 | 19N | 09W | |
| ROSE LAKE FOREST, REPLAT SEE W. | 54102 | OSCEOLA | 5 | 19N | 09W | |
| RO SE LAKE FOREST.REPLAT SEE NORTHWEST | <u>54100</u> | OSCEOLA | 5 | 19N | 09W | |
| ROSE LAKE HEIGHT | 40184 | OSCEOLA | 9 | 19N | 09W | |
| JLCIj ROSE LAKE HTS. REPLAT VACATED PT. OF OAKHILLS DR. SEE ROSE LAKE IN THE WOODS NO. 1 | <u>53903</u> | OSCEOLA | 9 | 19N | 09N | |
| ROS E LA KE IN THE WOODS NO. 2 | <u>56495</u> | OSCEOLA | 9 | 19N | 09W | |

Next Page

1 - 20 of 24

New Search)

KNOW ALL MEN BY THESE PRESENTS, that we the, undersigned, the Pine River Timber Coropa.ny, a Michigan Corporation and all persons and owners by Allan D. Wood, Attormey in Fact, 124% N. Kitchell, Cadillac, Michigan, being tepresent owners of the following described property in the ownsnip of Rose Lako, Osceola County, Michigan, to wit:

All the land in the plat of $\underline{\mathbf{R}}$. according to the plat thereo•

E FORES kNOLL'NO. 1"

WITNESSETH:

WHEREAS, Dcvdoptt is 1he Ltnd eon1n.ct purchaser of rul property daaibcd $_{\rm in}$ Article II of 1his Dccbntion and d*irn to ante thereon a m .!dcntw community with pal'1W\C1\t puks, playgrounds, open 1p1c4, and other common fadlil!e, for 1he benefit of saidcommunity; and .

WHEREAS, Developtt dnires to provide for the pm .eIV&tio nof the value:J and amenities in nid com unity and £or themsinConance Of said p.a.rks, pla.ygrounCV; open Ip:Lea anllother comion fadlitiel; and, to this end, disires to ,ubject the re.iipropeny daaibed in Article II together with such *dditionsu = y herc&fter be made thereto (as provid<d in Article II) to the covenants, rdtrktions, euemenu, chuges and liens, hercini! terset forth, c&ch and :all ol wbleb isand ar< for the bf>eOtof Wd property a.nd each owner thetcoC; and

WHEREAS, Developer hu deemed h desirable, for the efficient pre-scrntion of the values and smenhlu in s.a.id community, to create an agency to which shou ld be delepted and audgned tho powers of malnwning and elministering the community proports and tacific the definition of the control of

WHE REAS, Developer shall cause to be incorpon.tcd under the bws of the Sut.e o_rMichigan, u $_{\&}$ non-profit corporation ,

, NOW ntER.EFOR.E, the Developer declares the! therc:al properny dm:rlbcd in Article II, and such additions thereto underea (ter be made punuont to Article II hereof, ii and shall be held, transferred, sold, conveyed and occupied subtect to the covenants, restrictioru, eucmenu, charges and Hens vome.time.s referred to a.s "coven3tlts and renriedont"1 hereinafter set lorth.

ARTICLE I DEFINITIONS

Section I. The following words whrn u,cd in this Dcdarat.io n or any supplemental Dcdan tion (unless the context sh&ll prohibit) sh.all h ave the following munings:

URER 356 241.535

1.

- (a) "Assacladon• Ihall and n:rcr LO the Rose Luc Forat Pruperty OwnenAssociation.
- .0,) "The ics shall and refer 10 all sucb CUlDi: 11ropuiia; uid addhluru thereto, as an: subject to t1u, Declaradun ,or any Supplemental . Dedaracion under lhe im, vislons of ArtIdo II, haeof,
- {c) "Co'lm,,on nln- shall mean ud refer to those azeu of land shown oiV.anv,rcconlccl sl>bdmsion plat of ntc Piopertles aird intaul,;ito be dCYoted to lhe common use and enjoymmt of lhe ownenof The Propenla.
- (41 "Oripal Lot".Shin-and cr.'to any l_ot or plat of landihown upon any original recorded and sabdlvision map of Tito Propertla diet the same hu been sold by the DCYdc, per, or ita n:pmcatatlY a ora all!la, by land CQDtractor by decellut shall not Indwle Commb, il'ropm: u here lorore de Oned or iny lot, that the loper huson, In whidl the contract becomes default by IM purchuer and that the Devdoper or iu USI&ZIS back for resale.
- (e) "Owner" shall and re(cr*to the equitable wheilier r or enddn bolling" '1' 101 sitmled "I'I for I'NPfflics whether such !!"IffIlUp tic1 at aimple 11.1" (b) land co wendee, nol-rilhstandlag any applicable theory of the monpge, dull not or refer to the mongoe except if the morlgl&Ce 'has acq1 lired tillep, ar-Illant to flutdosun: or any proceeding In lie\, of foredosure,
- (f) "Member" shill mean tnd refer LO all those Ownas '-t.o 11°F meaibers of the Asaociatlun **u** ptemdeil In Artlde DI, Sec, tlon I, hereoL
- 00 "Fnmt Lot Line" mall mean and recret to lbat Side of the lot that tuacba the county roadiln the event that the lot is a comer-lol, ii shall mean and reler to the shortat Side of the lot that toucha the county road.

ARTICLE II

PROPE TY SUBJECT TO THIS DECLARATION: ADDITIO!G THERETO

Seaian I, Existuii! Pruperty. Tur ral pn.perty which Is. and i'liall"liil\i,II'WI'cmil, s 11, and occulted sultjeet LO this Peebration. is located in the Township of 10%.

Osceola County, Mlcblgan and is $_$, putlcularly dacn"bcd as fcollaws;

ROS£ LAKE FOREST

being a sabdivision pan of Secdon 5, T-,uhlp 19North, Range 9 Wat, Rose Lair.e Township, Osceola County Michipa

all **UT** which real b,opcrty shall hcrc.indter be tdern:d to u "Existing Property.i•

Section 2. Addllional Landa may liecome 111bjcct 10 this Dedat-

Dndopcr, iu 111CCC110r1 and assigns, sball haft the right to bring additional lands located in Osceola \(\):county, Micbling the scheme or this Dcdatation. Such pn.pos<: d addi-tions, 'I' made, shall become 111bjcct to assasman for lheir just shac of Allodalion capmsn, The Common Propertia witbin all S1lcb additions thair be &voted tu the common use and enjoyment of all owturs or rropertin which are subject to this Dccwatlon. The DCYCluper. Mhu to brins additional lands Into the l)cdaration shall not beheld to bind the I)a,dopcr,iu __. and UsipS, to make the additions or LO adhere to the scheme ba any S1lbseqilmt dn.clopmmt of the land dcsaibcd bcrda. la ao event, b-, shall 111cb supplemfflaty Declaration tc\(\frac{x}{2}\)Otte, -dify oradd to the Covenanu atablished by this Declaration within the cabling pn.p.cny*.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE A:S50C1ATION

s-i<m I.Mcrnbcnhlp

ladudhlg the Dcwl<.pcr, in any lot or lob illdwicrl whbin "The Prui,crdes" as herchi dellined, whdher as land contract 'llaldec t..., or fee holder being aubject tu lhae covenanu, dull bea mem- *U*, ber or the Auociation prayided,that any such or entity C) who bolds such interest mm:ly as a security ror the performance or anobligation shaU not be a member.

S

Section 2. Voting Righu.

Associanon shall haft one dus or othns membership., Volin& manllen lhall be aD thOR me who bold the intetau requiral-lor Maobenhip in Artlele W In Scaion I abooc. When more than one person bolds sucb inlefCII or intdesU in any lot in said Prupcnia, aU sucb persons shall be membas and

the vote ror each such Lot shall be excrebed as Ibey among IhemKIffs deiamine. Ead, Illefflber shall be entlded to one vote ror each lot that he owns or in which he owns in fee, or in which he hu an interest **u** • land contract purchaser.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES AND PARKS

Membc:n' Euemcnll Of EnJoyrnenL

Subject ID the provisions of Artfdc IV in Section S, ew:ry mcmbu, hall have a right and easement or cnjoy,ncn1 In and to du: Common Propfflia and suck cucment shall be appurtenant to and shall pass with the title IO every Original Lot.

Title to Commun Properdes.

1 CPC I shall retain the ICJ-1 title to the Common Prupulia but not IDI!jlCl'llw> ouch un. asi i has SDld911% of the lou in the Proponli:s including all additions lhcreto and the le of the 011111 and lng balances of the sales pri-therefor bu been recluced 10 811% thereof, but not later lhan (BWC ycan from the date or the recording of this document, when Develo)|CT shall convey 10 the Anuciatlon sud, Common Properties with all improvement the Ron.

Extent of Members' Ea&ancnu. The righu and cuciliciiisor enjoyment created hereby shall be 1,il,Jcct to the foUowing:

- (a) the rlgblS of the Anociatlon to take such llcpa **u** arc n......, 10protCCl the allove described properda against fotmosure; and
- (b) the right or the Anociation, **u** provided In Its Arlides 1.11 far day pawod through the artists the first tenfanty in member
- a., and fm- any period not 10 exceed lhlny (SO) day, for any infracuon.of its published rules and n:gulaucms.

ARTICLE V

-i COVENANT FOR MAINTENANCE ASSESSMENTS

Creation of the I.kn and Personal Obligation of AaaancllIS.

The Devel, being the owner of all The Properties, here, by CO¥enanu anll each subsequent owner by acceptance or a

decd therefor, wbetber or not it shall be exp.csud Inany such deed or con-cyanec. be deemed 10 covenant ud agiu'lo PAY in the Aaociatlon: (I) Annual —O11 ordwga: (2) The annual assessment, luge lher wilb such Interest theronand costs okolleedol)—lhereo creinaftu ded..mallbe..a chugt... on the land and shall be a continwng lien upon the property agunsi which each assessment is made. Ead> such usnsment, wgetber with such intaat thereon and cost of collection thereof u hereinafter provided, shall be a charge on the land and shilll be a conduning lla, upon the property againll which each Jueb assessment is made. Each such uscament, together with JUch in Ien1 thereon and cost of collection thereof u bereinafter pnmded, shall also be the personal obligation of the person who wu the Owner of such p,opercy at the lime the uscasment fell due.

Section 2. Purpose of Aucssments.

ascssmenu levied by the NSociatwn shall be u.cd exclasively ror the purpme of promoting 1 he recreation, health, safety and welfare of lhe nisidenu in The Pro incl partia, lar (or the Improvement and malntensn= of properda, service, and (aclilifes de-/oled to this pwpose and related to the use and enjoyment of the Common P., pertie, situated upon the Properties, Including, but not limited to, the paysn;nt ur taxes and insurance thereon and · repbamrnt and dditions lheteto, and for the cost of Jabot-, equipment, materials_,..., ment andsupervision thereof.

on--1, **Bub and** Amount of Annoaal Assessments.

--niiannual assessment shall be \$15,00 per each Original Lot so,ld by Developer, its reprincitatives or uslgos,-by Land Contict or Deed and the asscament.shall be ilistributed evenly against ach Original Lot, pro-i,led that in c:asa where an Owner owns more il>an one lot, the uscssment R_r the rml lot owned sh.U be \$15.00, but each addition;! lot shall bea, an annual in ment of \$10.00. From all such asswements, the usocial rioh shall pay for the elevator the mentionance of parks,

equipmcn1,1!fflcal upbcp of the RJ>S.C"l.akc Forcsi area,management andopcration thereof. In rrpft5!!!sball any:uscument-or charge oc special_,,, u prowlded belo,.. be lmed agunst or be due from Developer for any lots own.a by ii, or uihcrwiu.

Section 4. Special Asscuments for Capital Imp(Ovemenu, ---,;;:aa;CON to the annual UICSSIIIIIIS authorized by S«tion S hercof, che Association may levy in any usessmenl year on each Original Lot sold by the Devduper, lu representatives or assign&, * special assessment, applicable tu that year only, for

by putp-ofdefraying; In whoh: or In patt, the, cont of any constinctfoll or recomtruation, unexpected repair or repffetted of a capital Improvement whose the Common of a capital Improvement whose the Common of a capital Improvement who will be common of a capital Improvement who will be capitally any capitally common of a capital Improvement who will be common of a capital Improvement of any capital incommon who we voting In. pe:non br by at a meeting duly Call! Of or this purpose, written noil of which shall bit at to allmembent film thiny (SO) day! In adYaDcc and shall set f Jbc pmpmi: ofdic I-

5. Change In Buis amd Mu1mwn of Amua1

Subject to he &nliadons of Sccdon S hereof, and for the periods tlercin the Assodadon -y change the maxiand bub of disenment Sealon S hereof that any mcb him: the susant of to the following mcmlicn who uc. vodng Ill pen—w by proxy at a mocdzlg duly called for thh pwpose, written noiled of which shall be to all manbas, at leist thin)" (SO) da) Iln advance and illillis SCIfarb the propose of the --.

Qi,ontm for MY l,a;on Authorized under Scciioas

. 'nu:'qlSOll!lll required for any octlon authorized by Scctl,ms t and 5 hcn:of sbaDbe u follows,

:t:.

At the fim mutingestled, as InScellona t and 5 hacof, the DSCUE at The Manben or of cndlledJo Cult sixty paaot (605) of IIJ VOICI of the member-shall ecmattute a quorum. If the requined quorum is not forthcoming at any muting, another meetimy be called, to the notice requined under the Section, and S, the Coll! recl quorum at any suda III&CilDg sbaDbe onNalf of the requined quorum at the prece, 11, 1.3-Ing, p!IWicled that no -11 IIIII. tequents.

Date of Commencement of Annual Asseumenis.

SbaD Tbc Allmlal -mans Orowled for hacin commence ou lhe fin Iday of April, Ilt71. Tbc"-t for, ads' lueacdina yar sha'U become due and payable on the first day or \(\) of each year, No \(\) us Iments or pnmallans of \(\) is milled by the Anoclation. Fr.pwposa of m, yIDg the asaamertla shall be comidaed u paid in ... trim \(\) a sliall be .levied \(\) any to thia Dedarallou or Siipplemeaituy 1 1 bc du date of any special aucummt under Scc:llou t bacof shall

be liKed in the Resolution authoritingwcb us.-nt,.

Sfflhm.B. Dulin of the Buud of Directors, The ma at; ilfilniiil llolicits or the Assodallun shall be ed in Ille 8-, I orOizceton, each of whom mull beamariba-AlrJac.

Associadon in good standing. The nwnber urDin:ctonsballbe not more than eighteen Incl not less than. six. The Board. of Dlm:toll.Olthe "Associatun shall prepare arootd" of the ties and assasmenia appliable thereto at leut thirty (IIU) da)'S ia advuc,e of such— n dale.Sw:ltuscssmatt. shall be kepi ID the office of the Assaclation and SbaD be open to iaspecilion by any owner.

Written notice of lhc usns-1 shall tha; cupon be smt I<> cvay - subject thereto.

The Associallou shall upon dmwid at any th= rwnlsb to any owner lialtlc for said asasment a certilicatt in wrlllm: sip,! by III officn of the Asociation, setting ronh whetlicr said aunslnent has been paid. Such cerdlicate shall be conclusive evidence of payment .I any usnsment therein stated to ba...e been paid.

Effect or Non-Payment or ... t.

Doligation of the Owner; 'lho Ucn; Remcidles of Association. Ir the uscuments are nQt paid on the cl&tc when due (bdng the datn specified In Secdon i hereof). Ihm thereon and cost of colleQion thereor u hereinafter provided, therebecoming a mnthwna lien oA the property Which shall biad web property In the llands of the then owner, his hdn, dewisces, penonal representativa and uaigns. The pmonal obligation of the 'then owner to pay such uscu=nt, "- shall remain his pa:sonal obligation for the statutory period and shall to bis - in tide unless ci-p.essly assumed by

If the aucssment is not paid within lhlrty (50) da) I after the cldlDeiuency date, a p-IIy feemol IO-it-d 12.00 shall be added thereto and from that date interat at 1be rate of six pacent (6'I1.) i- "wn -y be added to the cldinquent bal-ance and penalty and the Association may bring an acdon at law against the owner penonally obligated to P"| the saim: or to foreclose the lien against the property. nae ihall be addect to IIIICh usmment, delinquent tee and Interat and the cost of preparins Ind ming Co.nplain I iII such action and in the event that Jwlpnent shall Incfilde interest un the total amount u abM priviled I II 4 rasunabh: attomey* fee 10 be IIxed by the collil toSctbct with the cuaia of line acti*"-

li r..., c.n

> CJ'\ .:..:>

Sec We SuboldInadon of the Lien 10 l\lwtg•&e•.

en of the wessmenu provided Car herein shall be: oubontlnate to the lien of any morigage or mongases now or hereafter placed upon 1 be properli* N5ject to slewnen!pj.:0

-vidcdabetsur:hlllhsndin!rionsha!tf!!vevvulM

-u which bac become due and pa prior 10asale cw tta1Ufcr of ouch p,opcrty pursuant 10 a decree o T forcdooure, cw any other proceeding in r.eu of foredosure. Such sale or innofer shall not rdltw such y from liability for an usasmenu thacafter becoming di&e, nor from the lim of aay from liability for any' ouch JUbscqualta11cssm0111.

Exempl Property. propmy subject 1_{10} this Dedamtion thall be canpted from the $--\mathbf{nu}$, callarge and llffl circated herein: (a) all p,op,;rdcs to the exiclid of any .--n1 other interat thacln dedicated and accepted by the local pm,lic allibority and devoted to le use;(II) all Common Propertic: o u ctcr-d, In Article 1, Sccdon I hereof; (c) all pl'Oilffllel exempted from 1&xation by the laws of the S1a1e of Mim!gan UP!! the terms and to the exlfflt of such legal e, comption; (d) all ic:o owned by the Develoiler, iu succason and ungns, arid belef bf them or any of them for sale or resale, induding any lou whiel) may have been reacquited by the .D"""loper.

No1withoundi111 any pro,mion1 herein, no land or improvements devoted to dwelling ,uc shall be exempt from sahl _. mmts, charges or liens.

ARTICLE VI

MOBILE HOMES, CAMPERS 11t TRAILERS, FENCES AND MISCELLANEOUS

CJ1 0)

.d \$;:,

All Mobile Homco, when placed on an Original Lot, coruldere:d permanent and shall meet the £ollowing re-

(a) AD shall halve tongues removed or covered in a deconltive ma.. dt All shall be imm..U.tdv placed on a foundation or

(e) All that arc lcso than 12 x 60 feet in lize muu browllor fOIUI grea, ID color.
(d) 'J1, ac lliall be ao addition 10 mobile boma except

or equ!pment -nufactured by the mamifacturer of 1 mobile home Inquestion.

(c) Mobile home localiun on the 101 inmt comply with Artl•

de Vfl, Section S,In addition to which it m1111 be placed length

wise on the lot in a position of no• uver 45 clcgrc from per• pendleular lo 1be road al the front 101 line, un less-otherwise app...,..d In writing by the Auo... 1ion.

__ a All Campou, Trailers. Carqpor Trailm, Tents ond p g kiwpment, may be used u temporary dwdli'!& 0|
lou,oo fong as:

I locil and Slate sa,ucary and health laws are observed.

All Utility connections are tanporary.

e manufacture of all such equiplliffit wu intended for

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

11. 4...AD Fencesshall be rected at least 75 feel bacJ, from the aide lot line ln line and 20 feet fn,m the aide lot line ln line vent oh Cdmcr lot.

(a) AU fences shall be made or wood or of material lo Ind harmony 10 the topogtapby of the surrounding landscape ouch u shrulis or hedges.
(b) No fence 11 lo be ovc;r 56 lnchn in height.

Scclion 5. No platled 101 shaU be further subdivided,

ARTICLE VII

BUILDING AND USE LIMITATIONS

All luu not otherwise: specilially-designated upon a icciiiilcil"""plat or rewrded Declanodon by Dfllefoper be used for residential puiposa only, and IlÜ buslllCSS, commercial or manufacturing enterprise shall be conducted on said premisa. No building ihall be uected, illered, placed or penmited to remain on any lut other that by ble single family dwdlinfl aot family aulu1110hiles and boau, in keeping with the dwdllng 10 crcctcd.

Sectiun 2. Nu I, shack gar., ge, b., morr, lhcroulbulldlng iliill'ai"iinv time be med as a jaidence, 1 cmpomily or permaamdy, not shall any strocture or building in the pn,cas of consln!Cliori,be med as a residence.

Nu animals, 6-tnck or pouliry 0 ± 1 any kind shall be raised, bled or kpt on any lot, Cliap! that dop, cats...- olber bomeo bolcl pets may be llq, t pl'UVidal lhat arc no l llq, i.bml or iulntalne, l'ror, any cummcidal pwpcius.

No lot thall be -.S w nwntalMCl **u a** d 1 pound fur rubbbli. Thsli, prbage or *olbct* --d**u**,11 DOI be li'cpt _{CliCCpl} in a uniwy coatalnir, AD incma2lOJI ...- other cq for ltp, Itonge II' cliSDosal of 111ch mataial aball be lcipl in adean U.d 'lalliwy mnt!hlun.

No "for Sale" lip or advcnblng dCYicc of any kind ahall be aecud on any.lo\ OD a new reaid=:c unoa:.!') jied wblch la olrmd by- lhc ckmopel' or bwlclcr. Eribant:c upon p;y lolormcml of auch vlolallun ahall 1141 be requidedasuapan.

wood,ubcslOI 0

oldling.logs,lirick, •- or

E-, d...,.ulng howe.&allhavenollaa than 720""IIWltfeet of adooed .,_ cxdwlvc of po,d,a,brccKwaya, poolueas,guaga.anllotbcr-r..-.

Bullcling, MobUe Home or Camping Locallon. No 6wldina, a, obDc home, camper wut or teal ihall belocated OA any pn,pal)' - than 76 feet to die! froat line CIC all 11.an 20 feet OD any aide 11netlmc. No billtdilli, mallile home, wilt or tal aball be loctted - thai 10per-to lihe width of the propuly 07 which atch 10per bile bome, camper UN for CDI Is 10 be placed 10 except.lbal a direction in the camping and companies of the covenant. eava, su a part of lhe b pn,vidtid, however, lllat lbis shall not be e-eel topermit any portion of the building to cm:roada appo adjoiDidg property.

1!S!!!aJ. Each t midalcc abaU maintain only wide
- tG&ta _;th septic tanks and dnln rsdth or dry ...U
imIll&ilom IIICCling die II of the Michlgan State
Boan! ofHaith.

Az,y owm:r of real pn,pc:rty in plats or Rose Lake froat Iliall hmie lhc rfal,1 to prosccule any proceeding at law or aplist any penon or pmons violating or auempting to wiolau: any co,enait eonwhed bemn, ehher ... JifcYEDI him cor lhem, from dob,;: so or 10 recover damaga or other diaa for suchviola: Invalidation of any une of lbese cownanu by judg-Jiffit' or COWior= shallinno way affect any other pnwbluns, which shall remain infallore and effect.

The foregolng_.Bulldl_ng and Use Limitalions 1hall 1101 apply to the Common l'ropCrila.

Nollca. Any nollcc n:qulted 10 be sent 10 aqy IIICfil-

licriiiowaer under !lie pmvi,lons of this Dedaiallon Ihall be deemed to have been p,opaly sent wb n malled, poslpald, 10 the last knownaddreu uf the penon who appean u mci,ber ur on lhe reconb of the Aaodallon at lhe lime of ,ucb mailine.

lem II. Enfoiuaien I. Enfwument uf the, covenan I 1 and iainciliiiis slaall be by ""Y prucceding at law or an c, iulty apinst any penDu ur penom wot.ling or ducinp on the interest any penDu ur penom wot.ling or ducinp on the interest and interest a

c., CJ1 0) *i* CJt Section 4. Severullity. 'Invalidation of aay.one of thei.r. c9veaaats or reatrictJ:ou by judg...nt or court order ahall in no vue affect any othei: pRViaion which ahall reaain 1n fUll, force and effect.

All'I'ICLS VIII HDL'ffl llES'fRICTIO!fS

- ll) All lots ll-) subjPCt to the following rftstriction, No person shall b•gin construction of or 11111ke major repairs to any a•ptic tank, &Pptic toilPt or sub-surface diaposal eyst•m until owru-r or his r•preaentative bas made application to the Cpntral Michigan District Hpalth Depart11W1nt, 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 bf 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'OLL NO, 1" Flood lighta, if installed, shall be installed in such a manner that the light does not illwd.nate $\tt areas$ other than that owned by the lot owner malcir.g such installation.

LdIP. 356 fALc5U

IIHER 356 7At.c542

Signed in the presence of: . Wood - President

state ofMichigan) 88 Collnty ofOakland)

The foregoing instl:'Ulllent wao acknowledged before me on this. 30.H day of $\mbox{\it LuffilC}$, 1978 by Allan D. Wood, President of Pine River Timber Coi:apany, a KicMgan Corporation, and Allan D. Wood, Attorney in Fact, on behalf oJ! said corporation and those persons with a proprietary interest in the plat of "Roall 1:41:a l"oraat Knoll: No., l, • according to the recorded platthereof

My Commis; ion Bxpires.....

tf./4-.di c Ro ena A. r Rota Public

Oakland County, Michigan

_{Da} *uf*. <

entral Michigan District Health Department Reed City, Michigan

 ${\tt Pre_pared \cdot by}$ and return to:

All.an D. Wood 2517 B. Main Royal Oak, Miclf!gan

"RccdWed...26th..-REGISTER'S OFFICE) SS DII'ot. . 11al:.\9.29 OSCEOLA CO. MICH.

Al:!:00 P.11.

q,<u>**t'''.&t.-..**</u> Rqlatv

KSOW ALL MBN BY!HESB Pl\BSINTS that we the underal9 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 proporty in the Towna ip of Rose Laite, Osceola County, MlChigan, to wit:

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

WITNESSETH:

WU£REAS, Deffloper Is the wul contract pllfdlaiuof real property desalbed In Ardde 11 of this Declmtion and detires to crate thereon a n:sldmdal community with pennal(RI parka, playgrowub, open and other common facilities for thellenelit of said community: and

WHEREAS, 0-:loper desln:t to proo!dc for the pmcm,tion or the nlues and amenities In aid Olmmunlty and for the malnic, nancc of said pub, ygroundt, open spacca and otba common faciUdes; and, to this cad, dltlm to subject then:al property described In Article II together withhudi additl4mu may hereafter be made llaercto (u prowled In. Article II) to die COTCIWIb, n:ttrictiom, -b,clu,ga and Hem,hmlnafter set forth, ach and allof whichii and ue for the benelit of aid propcrlf and cub - thacofl and

WH£UAS, DoYcloper hu deemed It desirable, for the efficient pmenadoft of the niua and amenirla in aid Iz=inmv", to aate an &gGlq' 10 which mould be ilac tyP!'P' ilac, of malatainin I and ilac tyP!'P' ilac, and fadilda and adiilinbtaio1 ind enfordl>g die moenanband mulctioas and colleedlis 111d clbhuning tbc-aicnrt and cbuga bminatrer crated; and

WHEREAS, Deffloper Ilhall cause tobe ed under the laws of theSrate f"Mldalpn, **u a** non-,ront co,pondon,

NOWTHEUFORE, the Dewl cleclares that he real property dacril, cd In Artide 11, 111d web addition the reto u heinfler be maded to Artide Thereof, ii and, hall be bdd. aamfaml hou compied to tilic u, restriction, cucmenu, dwga and 11 - sometimn referred to u Mamnanb ud mulcdont") ter scr

ARTICLE I

DEFINITIONS

 $\underline{S{<}cdon}$ following words when utcd in thit Dcduarion or any supp I&I Dcclantlon (unlm thecontnt dla11 prchiblr) shall hale the following meanings,

IBfl! 356 l'AC:543

(a) "Auociallun" shall nmn .,;d refer lo lhb Rose Lab Fonst Propeny Owners Association.

- (b) "The 'lopenics" Ihall mian and refer to all such ciclsting properli", and addhiuns thereto, as arc whject 10 this Declaiailon oi any Supple=ntal Dttlaration under the piowiomOl II, berei:,f
- ,c) •-.;c,aunol1 Propenies' shall mun and refer to thox &ITU or lill>61..., u.a ""¥ recorded subdivision plat or 'l'be l'hopeties, ffld intenddl Jo. be devoted to the collinion uwand lloYu=t of the ownen of The PrupC(lies.
- (d) "O al"Lot" shall mean and refer to any lot or plat of 14'14ahown! "POD any original noimig and Allidlwlaon mapof The I Jopenic. after the often hu been sold by the Demoi, er, or" its represents liess usitins, by land coniract or by deedluit alaall not-include Commo 11 l'tupenles u heretofore ilcl"me, I or lot that the Dnelopalls sold iza which the CODlact becomes default by the purchaser and \bat the DeYdopcr or its wignit takes bade for resale.

OIIIIO

- (c) "Owner• shall mean and refer to lhc
 wheilier one or more penonror entitks holding any o..inal Tot
 situated upon The Prul, eni•s whether such ownership lie In f..,
 I de or u bM contrict vendee, notwllhstai)ding any
 of the mortgage, hall not meab « refer to
 lpgce t ii' the mortgage bas uqllired tide por• suant to torcelollire or any proceeding in lieu or Torcdosure.
- (f), " "shall Man and refer to all those Ownas who ai-c members of the Association as provided in Artidc III, Sec-tin-l, hercof,
- (R) "Front Lot IJae" slwJ .Mean and refer to that ilde of lhc.loi that tuuches the county road; In the event that the lot b a comer lot, it shall mean and refer to the shortest side of the lot thal tUIIChes the county road.

ARTICI'.E II,

PROPJJJTY ,SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Scellun 1. Eaudng Properiy, 'fhe real property wl_,ich ls,,aod iliill1iiieki; 'rcrrcd,sold,COllYC)'Cd. azid Occ1ll>[cd. subJtt1 10 this D~laration, Is localed in the Township of K0SC l.alce,

Osceol
& County; Michigan and is more particularly described ${\bf u}$ follows:

ROSE LAKE FOREST

being a subdivision pan of ScctlUA 5, Township 19 North Range 9 West, Rose Lake Township, Oscrola Collilly, Michigan

all ,U which real f. "P""Y shall hereinartu be re(crred to u "Existing Property."

Section 2. Additional Lands may "bcco-sullj ct to this Dcda, auon.

joyment of all owner, of ero ics which are subject to this Declaration. The Developer nah11 10 brlns addt, onal lancb into the: Declaration shall not be hdd 10 bind the Develupu, ill successors mid

10 make the proposed additions or to address the color broad the proposed additions or to

adbere to the sch.- ioaoysubsequent development of the land dnaibed herein. In nu cvm ,ht>WCYCt, shall such supple, menluy "Declaration -oke, moany or add 10 the Covenanll 'atablished by this Declaration withm the mtingproperty.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS • IN IItE ASS!)CIATION

Section I Mcmbcnhip

person « entity who holds any equitable interest, Indudling the Developer, Inany Iolor Iob Incluided within "The fropertIH" as herdn dcRned, whether u land contract vendu or lee holder being \$11bject 101hese covenanu, shall be a member of the Aaodatlon pruvided Ihal aoy such penon or entity who holds -...ch interest aicrely as a secwl1y for the performance of an qblestiem shall not be a member.

. C..

Sct41, It is in the cone dus of voling membership.

Tours in the call those members who hold the intercal required for Membenhlp in Ar'llelc III in Section I above. When more than one n hulcb such interest or illical In any lu& Insaid Pruper I in, all such penons shall be members and

ίο,

14=>-

lhe vote ror each 1uch Lot 1hall be exercised as lhey among 1hemttl- detennine. Each member shall be cndllcd to one vote for each lot that he owns or in which heowns In rec or in whld, he hu an Interest as a land con 1 nc 1 purchaser.

ARIICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES AND PARKS

Illemben' u or l!n_iC!ymen1.

Subject to lhe provisions of Anicle IV in Section S, cwcry member shall have a right and casement or CAJOJUTCIII in and to lhc Common Propertia and suell easement shall be appurlenant to and shall pus wilh lhe till toevery Original Lot.

 $\label{eq:common_propagation} \begin{tabular}{ll} Tille to Common Propatus. \\ -_ The_ Dc-. doper Jhall retain the $|CJa|$ title to the Common $|CJa|$ title to the Commo$ Properties but nol long than such WD<t as It has sold 90,. of the lou in 1he Proper1la including aD addidons tb-10 and tbc agregate of the outstaruling balances of the ala prices m-for 1w been reduced 10 80,. Ihem,f, but not later Ihan Gvc (5) years from the date of _1he reconling uf lhil document, when. Developer ahall convey to the Auodation such Common Propcrcica wilh all Impruvements 1h<ROA.

E1<tcn1 of Mffllbeis' Easements. The rigbu and euciiimisof enjoyment created hereby Jhall be su""bject 10 lhe

(a) the rights of the .Auodation to take such steps as arc reasonably nCCCNuy lo protect 1he above okscribed properties against foreclosure; and

(b) lhe righl of the Auoeialion, u provided in its Arddes and "By-laws, to smpcnd the enjoyment rights of *any* member for any period duning wh h any uscument remaina unpaid, unpaid, and for any period not to exceed lhirtf (SO) days for any infraction of ii• published rules and regulations.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENT\$'

Section L. Creation of the Um and Personal ObUption of

The Dndopcr, being the owner of all Thc Properdes, here. by awmants an each subsequent owne,- by acceplanee of a

deed lherdor, whethCJ or not ii \$hall be expressed !n any such de•d or eonveyance, be deemed 10 .-ant and •&rec to pay to the Association: (1) Annual uscssmcnu or charges; (21 "The annual l&ffalfflcnu, together whh such interest •hcrun ant!• ts of collection thereof u hcrclnartCJ pruvided, shall 'be a cb"I!_ on iJu: land and -1,all be a conlin 11 lng llen upon lliepi'operty against which each USCUffICIIt is made. Each such assessment, 1u_gc1hcr with such interest thereon and cust of colltclion thereof u herclanfter prowled, shall be a charge on the land and shall b. a cunllnwng lim upon the property against which each such usessment is made. Each such :,sse,ument, together with 111ch Interest thacon and cost of collectioll lha'cof u hereinaficr pruvided, aball also be the personal oblil!ation of the person who wu lhc Owacr of such property at ihe tlmc when the

Section 2. Pwposc of Assessments.

assessments levied by the Association sball be used exclwl-.cly *lot* the purpose or promDdng the recreatl.m, bealth, aafecy and welfue of th<:: raidents in The cs particular for the impro'lCIIICRt and maintenance of propertln, services, ad facilities d..,otcd tu this purpose-and ,elated to the UK and mjoyment of the Common l'Ji>pCTtics siluated upon 1hc Properdea'; Induding, but not funited to, 1he payment or taxes and Insurance thereon and rcpur, replacement and additions thereto, and for the cost of labor, equipmen1, muerials manage. mcnl and supervision there..f.

Section S. Bult and Amount of Annual Auasmmu.

nual usasment shall be 815.00 per each Original Lot aold by Developer, iu representati- or GSSigns, by Land Contract or Deed and the asseumenl shall be clistributed evenly ,gains& each Original Lot, f."""de•l-lhat in cases where an Own• er owns more than one 01, the weamen1 ror the firtt 101

-ncd slwl be \$15.00, but each additional lot ahall an
annual aucument of \$10.00. Fre, mall such usenmenu, the auudation 1hall pay Cor the cost of the mait11enance Of pub, equipment, genenl upkeep or the Ruse Lalcc Fumt area, man. agemenlan.roperation thereor. In no even1 shall any.uscu1QCA1, or charge or ,pcciar uscument ..- prdvided below be InIrd again11 or be due from Developer for any lots owncil by ii, or

Atscuments for Capital Improvements. ---iiiailaiuon to theann""1 assessments authorized by Section Shereof, the Association may lny in &n'f anasment year on each Original Loi sold by the '!!"",111 representati¥a or aulgns. a spedal aucssment.applicallle to lhat yeu only, for



11 11

Ihe purp.- of raying. in whole ;;, in pan, IM coat of any constnaction of recominu:dIDD, •wicxpecti:diqwr of rq,lucment of a.dacribed c:apilal I upontho Common Illoperticti indwillaig the necasuy | ununs and-penemal) prop. aty fitalCd any such _shall h&Ye lbc afilbmallw: ofthizds (2/3) of the vota of all voting _bcn whare voting in penon or by proxy at a meetin duly called b tbli • writtfil notice of wblch shall be -I CO all memben at !mt lhthy (SO) days in -S- andahall ICI fmth piapme ot,bc11 lttling.

Section 5: Cbanac in Basis and Maximum of Annual Aaalmcn11.. Suh to the &miwions of Section S hereof, and for the

Suh to the &miwions of Section S hereof, and for the pcrla, b thcicln the Association may chan, &maxi-mum and bash of the accessments fixed by Scodon II bCffl>fp_iospec:tlvdy for any auch. !'&ad pnmdcd thu any such clwitt, &balf have the m for -ci,ln11 (2/II). of the votlas melMCR who aze votln& m penan or by proxy at a meeting duly called for this-pu.pose, written nbtice of which shall be -I to 1111 memlms at least thirty (SO) days In ad-ance and shall sci (onb the P"TOIC of lbe meeting.

llwhln...6.. for Any Action Awhoriacd llftdcr Sccllons

1bc reaui:ed foranyactlonaulhDrizalht Sccllou
f atuU bacohlwllic u fallows:

Al du' Iln1 mecting called, a pnmded In Secilons 4 and 5 bacof, du: pmmec at line of Mcmbcnor of pn, Jici, cndlled 10 cal1 & btl percent (6°") of all YolClof the member-&ball comtwice a U the reqliffing quorum lail 0f 10 boam! Da at & D' another may be ailed, 11 c 1 i Cli c nodec RamtemcClit v &cr forth m Scaiom 4 and 5; ind ble Icl Ilulfed al any such IlliSequent - ins shall be of their, orded qw, nm, at line pnadin_1 mectina, pro.i.ted dial no 1111h 1 121CC1m1 shall tichdd mo:c dian&lal)' (60) day& foDowing lihe pre-lingmecting.

Date of Comm tof Annual Allalmentl.

1bc Anmlal-nb IIIOVIdcd for hacin shall COIIIDI...CC on lhe rust day of April. 1\(\frac{1}{2}\)1.\(\frac{1}{

ber11ted m the Raolu1ion 101huri-ins such U______,.,

Sfflh!!LI, Duties of the Board or Direc1on. The t, affiln"aii"d_policies or the Alloclation sball be vesccenn W Boan! of D&cclon, adl of wborn mull bea member of !h",. Aaoc;ialion in good danding. The number uf Directon lhalf.tic • Dbl | fOlC than clg\,|CCl| and not las than six. The Booicl • or Directon of the Aisodatlon rJwl prepue a rooter of the e!"PC" ties and • b applicable thete 10 at laat tblt1y (\$60) in adnnee of meh allCl1111ent due date, \$ud!&IIClIIIICfttrmtei 1ball be kept In the office of the i\aocialion andshall be open 10 hlspecuon by any owner.

Written nodcc of the assessment wll lhcn:uec,n be sent to nay owmrsubjcCI thereto.

1bc Auocialion shall upon demand at any time fumllh t., any own liable for said atUJIIIICDt I certificatd In writing Ilsneil by an ofrICCl' of the Alaoclatlon, senIns forth whether said t bu been pa!d. Such cerdfico.tc 11iall be condustwe evidence of payment or any 111cum, n1 therein rated 10 h&we beenpaid.

lisslim.. L Effeci of Non-Payment of AueQment,

The l'cnonal Obligation of the Ownctl The Ucn; Remedies of Auociation. If die aaeamcall arcoot paid on the dace when due (bclaa the datc:1spedfled in Section Inaeol), tim thacon andcost or Collocition thereof u hereImfter p.owlcd, thecelloo becoming Codenwith lico od the property which rJwl bind &UCb property In the liaoda of the Ibco owner, his hcizs, elms-pmonal (CIIICICDtauva And USlan" - The pmonal obiliof it. then-tosuch IlCIIIICDt, llowcver, Ihall ramin bk pcnonal obligion for the scatatory period and Ihad to bk IIICCCISOff in tide IIDlesa cxpmsly UIWIICCI by

If the —— I Tilk paid within thirty (SO) days after the A clc||J||, uen, iy clstt, a penalty fee not 10 exceed 12.00 lhaD be !;a added !hoieto and from that date !ntcrat at the me of six paca, 1 (fi)' per annwn may be added 10 the cklinciuent.bal- i;? ance and penally and !be A! tuciation may brine an acdon at !iw aplns! the owner per:w...Uy obligated to pay lhe same or ...,, to foicclose the lien arithst the property. 1hac !iull be added , ii to such MsaSmen!. delinquent Ice and !n!cr1! and the coll or 'f:' preparing and !iiln'K Complaint in !udi acticin and in lhe event C:..., that Judipnent rhall incfudc interesi on the !uial amount u ,i:,, above p!'D¥ided and rc-JSunable auomecy't fee to be ruu:d by !bc 0:, mun together with the cosu !hq.T.actlun,

Sullonlinauon or 1he Liffl 1v Morigaga.

en or lhe aucuments pruvided for herein shall be lubordin11e to the Um or any mortple or 1110ngage1 nuw or hacaflef placed upon lhe pruportkt tu6ject in 1110ngage1 nuw or hacaflef placed upon lhe pruportkt tu6ject in 1110ngage1 nuw or hacaflef placed upon lhe pruportkt tu6ject in 1110ngage1 nuw or hacafle placed in 1110ngage1 nuw or hacafle placed upon light property in 1110ngage1 nuw or hacafle placed upon light property in 1110ngage1 num or not posterior in 1110ngage1 num or not placed upon light placed upon

Sectio.n Bxcmp, Property.

The \$\int_{\text{lowing propeny subject 10 lhb Dcdaraliun shall be eKCmpled from the 11SCS1 ments, charge and lien created herein:

(a) all propenla to the Cl<lent or 1111 ly casement or olh... Interett therein dedicated and \(1 \) each \(\) he local public allhority and d.....ted to public use; (b) \(\) (b) \(\) Common \(\) u dcf'mcil in Article I, Section I hClCof; (c) all prol'fflica exempicd from IIIXatton by the laws or the Stale of Michipn upon the Ifflit and 10 the otent of (IUCh lepl uemplion; (d) all propenla owned by lhe \(\) Dneloo, \(\) its \(\) u -n and \(\) and algins, aridhdd by lhem or any or them for \(\), ale or \(\) raale, \(\) including any lots whild \(\) may \(h_{...} \), been reacquired by \(\) ho Dneloper,

Notwithstanding any pnmslom herein, no land or Improvements d. ..led to d-Ding use shall be --plfrom said., menu, chvgcs or lien,.

ARTICLE VI

MOBILE HOMES, CAMPERS & TRAILERS, FENCES AND MISCELLANEOUS

(a) All shall haw tongues recno,,ed « COft1ed in adcem:a• live manner.

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

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

(d) There sllall be no addition 10 JDUblic honxt cxcq.1 porch; patio or equipment man11£actured by the man11fac11ucr or tbc mobile home ID question.

Cc) Mobile home location un lbc tu1 IDUSI comply wilh Arode Vfl, Section S, in addillon 1u which it must be placed length

wise on the lot in • position or not Udegrees from petpendleubr to the roid all the rronl 101 rmc, unless' otherwise apl>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""Ill'ng on

Loci!and State sanitary and health laws are oblffftd.
All Utillty.connections are 1cm.
Thanufacture or all JUch equipmen! was Intended for

Section S. No conYCrtcd trucles, buses .,.. \'Cbicles ulher lhan

ilioicwliosc manu(actute was intended Jor camping shall be allowed on the properties.

:&":AA • | | | | | f....,..shall be erected at leas1 75 Ccct back from rant time & | > d 20 feet from the side lot line in th.c CTcnt of a comer Joi.

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

(b) Nq.fcncc1, to be oYCr !16inches in bdght.

No planed lot shall be fllrth .. - subdMclcd.

ARTICLE VII

BUILDING AND USE _LIMITATIONS

All lots not olherwise: speciracally designated upon a

m:oiilcirplat ur l'CJX>rded J>ccbra1lon by DCYdoper alwL be wed for residenllal purposn only, and 90 bushnas, commercial or manufacturing enterprise shall be conducted on said premises. Nu building shall be erecled, ..tiered, or pc_,:mitted to remain on ""Y lot ulher thm one"sl, we famllyd,-ellIngnotrexceeding two and one-hair sturies'in lldgbl, and cvi·p pmale garage ur luul shed, or cumbina1iun garage: and boalhuusc£or family automobiles and boats, in keeping wilh lhc dwdling SU erected.

Section 2. Nu bas•menl, shack gar.age, barn or u1hcr Ulbulldlng iliilfii"iiiy time be used as "raldrncc, ICmJIonrily ur pcnna•nmdy, nor shall ""Y slructure or building in 1bc process or cons1ructiun. be used••" rc:siclmcc.

9'

No animlls, liva&cd or pu'ullly or any kind ,ball lie raised, bzal or kq,1 cm any lot, caapl chal duss, cau or c>lhcr huusebold petS may kq,t pruvldcd lhal•lhiy me nol kept, bml or mainrm:any.1:1> pwposa•

No lo1 shall-be used or maiatllined ., ad11111ping pound for rubbish. Trash, odder -. CC state not be liloft except in a All Incineral on or other equipmt for lls-c. 'Do- or flP -wla1 shall be upclaadean md anitary; condit

No (or Sale" agn or advenising devke or any kind shall be <reelEd GG "!!T lot cullige on a _. raider= previously-pied' which is offacd by the devdopa or iniilda. &i: Iniicc apon-any lot ror rememil or such-iolallon shall not be rep, didas trespass.

The oulsicle rmisbing of . If bailduig. 1111111 be complind within WIC (1) year after consulction 1 will 11rtd, and no asphalt shingles, imitation brick, builching pal>Cr. Imulallon board or sbuilding or similar non-1crior manalals shill be used for the cxwior finish of INJ wich buUdling; extroto finish lihall be wood, asbestos shinglici. sldinS. Jogs, tirlck, Hone or c:oacrete.

Every dwdling house sball ha•• nol leu than 7201qu re feet of c:nclmcd livingspace exdulive ofporches, breacway1.'cuporu, patloo,.pool, areu: g&rag6 and other accasory_111co.

Section S. Buildlns. Mobile Homo or Cunping' Location. No aiobile home, camper unh or ICfill Iball be !cleated on , apy property neara-l han 75 feet to the front property line or nearer llian 20 feet on any cldc street llne. No buildlng. mobile home, camper unit or tent shall be located neam than 10 perant to true width of the propally on which luch buildlbg, mobile hanic, camper unit or ICIII is 10 be placed 10 any sideline, i.xc,q,t that I tlircc fool minIlllwa side yard sblll be permitted for a or olber permined accaso, building which is located toward Ik rear of the property. For the purposes of this COO-t,c.wa, and permit CS shall bal becanddered N a part of the baildislg pnmdcd, howcwr, that this shall DoI lie contrued to permit any ponioa of the buildmc to a-aoac:h . ue-adjoming property.

Each permane DraickIII/CIC tha JI main llin ooly ImIde amwy iiwu with teplic u,i., and draln ridde or dry well iasalallalmis meering llic requireme 1111 of the Michigan S1a1C BOlnl of Health.

Any owner or real prupeny in plau of ROSe Lake Foreai *It.ii haw, the right tu prusecute any pruettdinp: u law or in eq against any parton or persons will alting ur aucumpllog ID FiolalE., any CONCINNI contained herein, ehber he prevent him or lh-irom doiag or to recwer dunxp en other dues for Illeh fillallons. IA\'Illdation of any un* of chese co.enanu by.{Odgmau or coon order &hall in no way &lany other p<ors,ons, witch shall -..aln in Mi Curce and effoct.

l'bc fozqoinl B g $\,$ and Use Umitaliom lhall ${\tt nol}\,$ apply to the Commonl'ropcnia.

Dundon. 1hc cownanu and restrictions or this Docliiiionilial J run wilb and bind the land and shall inure to the benefit of and be enforcal to by The Allodawm, or the owner of any 1u,d ...i.ject 10 lhb Declaration, their rap, clice IrgaJ repzacn111iton, lidrs, wecason and USiSIS, for a tenn of twenty years from the date thb Declaradiun b recolded, after which lime said eovenanu shall be automatically extrnded for ruccalve periods or IC11(10) _years unless an Instrument signed by the 1ha, owners of two-lh&ds or lhe 1011, whige 1 to tilis Declazation, including all lou If any 11111 owned tiy the Developer or ill succeuors or ud!!lls, has been recorded, agreeing 10 change said CO\Cnanu and reltriction1 Jn whole or in pa:1. Pro-JidcJ, however, lhal no111 agreement to changeshaltceffec, thoe unleas awlc and recordes three (S) years in advance or the Iffect!"" date or 1uch change, and wilcn wriuen nutice or 1hc proposed a recement 11 1cn 1 lo C\footnote{1} (ven) in the control of the control of the proposed a recement 11 1cn 1 lo C\footnote{1} (ven) in the control of the proposed a recement 11 1cn 1 lo C\footnote{1} (ven) in the control of the proposed a recement 11 1cn 1 lo C\footnote{1} (ven) in the control of the proposed a recement 11 1cn 1 lo C\footnote{1} (ven) in the control of the proposed a recement 11 1cn 1 lo C\footnote{1} (ven) in the control of the proposed a recement 11 1cn 1 lo C\footnote{1} (ven) in the control of the control of the proposed a recement 11 1cn 1 lo C\footnote{1} (ven) in the control of the control of

2. NoII-. AZIy notice required tu be sent to any mem• owner unda Ilic provIlions or thb D«I:ualion sh.U be cSec.md to ha... been pn.pcrly ICIII when mailed, pol tpaid to the WI known address of the perIOnIMIO appears N memticror on the records or the Alfociation at th• time of 1Uch mailing

Sccti9q S. Enfurcemen1. Enfurcemen1 of these ancn&nl> and mulCtions shall be by any. pructtding 11.law or an equity against u,y pengn or n. Yiul.ting ur OtlC1111fling ut ,tubte my COWCtlalll ratmtion, citbtr 10 ralnin ,nolation or recover d.smagq. and against 1 he land io eafonc any lien created by these covenants; and failure by lb.:lwodati*" oraoy-to mfoit uy covenant or restlectlun bCrCin contained shall in no aocnt be deemed a wailoff of the right to do so lhcreafter.

, Ţ**ii** c...:∑

c..:> CJ1 C)

CJ1 ,;a. *00*

ARTICLE VIII HEALTH RESTRICTIONS

(11 All lot $^{\bullet}$ ClO-16) alllljPct 'to th,,, follOVilllJ rtlatrlctlon: RoPftraon ahall in conatruction of or $\blacksquare aka \blacksquare a$ jorrapalra to any ptlctank, aPptlctoilPtorallb-aurf ce diapoaal ayste until ovnpr or hi $^{\bullet}$ r \blacksquare pre \blacksquare intati \forall baa $\blacksquare adA$ application to th $^{\bullet}$ Cpntral Michigan District KPalth Departwint, ..,ftd City, Michigan.

121 sach vall drillpd on this plat (lots 10-161 auat pase throQCJh a protectivP clay lay•r !:!ftforft an aqulfpr !• umftd or if no clay layer i•Pvid;,,nt, thP w•ll mill hp constructed to a minimim 'depth of 80 fpftt and will hp constr\lCtod in accordance with q ound watpr qual ty rulPa and rpqulatlona,

ARTICLJI: IX LIGHT USTIUCTIONS

Ro street light or mercury light Thallbe installed or erected within the plat of "ROSE LAJ(J.1'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.

111R 356 IA .549

7.

| Signed in the presence of:, | |
|---|---|
| Rolling A. Girdley | PINE RIVER TIHBBR COMI'AIIY |
| Mondilano | by Allan D. Wood |
| Rolling a berdley | Alle Allan D. Wood tact |
| My Clark | Alian D. Wood L ACL |
| State of Michigan 88 County of Oakland 88 | |
| Tha for oi instrument wils acknood VICIC, 1978 by Alla Company, a chigan Corporation, and on behalf, of said corporation and tinterest 111, the plat of "Rose Lalce Por recorded plat thereof." | in D. Wood, President of Pine <u>ilver Tlpber</u> Allan D. Wood, Attorney in Pact. |
| My Commisbion Expires | <u>14</u> , <u>∕fit:J</u> |
| | Roelle Agentoll Sylven Notary Public Oakland County, Michigan |
| | D Use A5. <u>Ulrich</u> Michigan District Health Department ,. Michigan |
| Prepared by ,and return to:. | |
| Allan D. Wood | |
| 2517 II. Main Royal Oak, Micliig;an | REGISTOR'S OFFICE) II4cclvtd 0\$CEOLA CO. MIC!i, SS •fliE 1929 |
| | · Al III |
| | {!, <u> </u> |



MICHIGAN.GOV

Michig n•s Official Web Site

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SSSP Home | Cc": '!f.l eCC | !3CC Home

Bureau ot Constn:clion Codes

Statewide Results for Subdivision Plats

<u>u- trcsoo&</u> ==2[<u>0</u> <u>h</u> <u>ffit:!:.t:t</u> === Click on column headings to sort the column <u>Card</u> Number Subdivi s i on Name County Section Township Range 09W 56776 **OSCEOLA** 19N N. ROSE LAKE FOREST HILLS 21201 **OSCEOLA** 3 09W 19N ROSE LAKE BEACH ROSE LAKE BEACH, AM.P. OF LOTS 8 TO 18 09W **OSCEOLA** 3 19N 68003 NCI USIVE OSE LAKE FOREST BEACH 56827 **OSCEOLA** 19N 09W ROSE LAKE FOREST BEACH 5G827 **OSCEOLA** 9 19N 09W ROSE LAKE FOREST HILLS **OSCEOLA** 56828 5 19N 09W ROSE LAKE FOI EST KNOLLS NO. **OSCEOLA** 5 56829 19N 09W ROSE Af<.E FO RE ST KNOLLS NO. 2 56830 **OSCEOLA** 5 19N 09W G.:111.1 QSE UNKE FOREST SHORES 55090 **OSCEOLA** 9 19N 09W 1 @ SE U KI- FOR SI S. PES 56831 **OSCEOLA** 5 19N 09W ROSE LAKE FOREST VALLEY 56832 **OSCEOLA** 5 19N 09W .11CII ROSE LAKE FOREST, PLAT OF **OSCEOLA** 54101 5 19N 09W ROSE LAKE FOREST PLAT OF 54101 **OSCEOLA** 5 19N 09W [!@] ROSE LAKE FOREST. REPLAT SEE E. 54099 **OSCEOLA** 5 19N 09W ROSE LAKE FOREST REPLATISEE N. 52999 **OSCEOLA** 5 19N 09W Jn"11ro se lake foresi, replat seew. 54102 **OSCEOLA** 5 19N 09W ROSE LAI<E FOREST, REPLAT SEE NORTHWEST 54100 **OSCEOLA** 5 19N 09W ROSE LAKE HEIGHT 40184 **OSCEOLA** 9 19N 09W .6?J1 ROSE LAKE HTS. REPLAT VACATED PT. OF 53903 **OSCEOLA** 9 19N 09N OAKHILLS DR. SEE ROSE LAKE IN THE WOODS NO. 1 ROSE LAKE IN THE WOODS NO. 2 **OSCEOLA** 56495 9 19N 09W

1 li (Next Page)

1 - 20 of 24

Mew Search)

GDW ALL.HJ:NBY'l'HBSB PltBSBffl, that "we the undersigned tht Pine River Timber Company, a Michigan Corporation and all parsons and bwnera by Allan D, Wood, Attormey in Fact, .J.24'l H, Mitchell, Cadillac; Michigan, being the present owners of the following described property in the Township of Rose Lake, Osceola County, Michigan, to w t: Jill the land in tho plat Of "ROSE LAKB FOREST SLOPES* according to the plat thereof.

WITNESSETH:

WHEREAS, Dndofff is the land contnot purdwer of real pnlper&y daeribecl m Artide II or this Dcelaiation and dalm to aaik thereon a raldential community with permanent parks, playground, open spua, and other common facilities ror the benefit or said community: and

WHEREAS, Developer desires to p:o\Olcle for the prescrivalion or the values and amenities in said community and Cortbe maIntenance or said Pub, pla open and other common fullhin1 and, ID this end, dJsIra 10 subject the real propeny described in Article U together with such addillom a may hereaftr be made lhae10 (u provided In ArtIde U} 10 the CO\OC\flashIJ, Imtrictlon1, case111 in11, chuget and liens, heiclnafw act rorth, each and allor which is and are for the b.:ncllt of Aid property and each owner thereof; and

WHEREAS, Developer hu dccmcd II clairable, I « the cinclent p...,_tion or the ..iua and amenlilla hi said ccmmunl1y, to ...creak an apey to whida should.be c!cfcsaled 111d anl_gned the powers of main and administering the community properties and facililla ind administerins 111d enfOldns the eoveranis and restrictlon1 and collecting and disbunins the usesa, ments and charges hereinafter created; and

WHEREAS, Dcvdo - to be Incorporated undc, the laws of the Stateo Michigan, u a non-profit corporation,

NOWTIIEU:FORE, the Developer dcclam lhat then:alpropeny dacribed In Article II, and such additions lhacto u may heieafler be made p1111Uant to Article 11 hacdf, ls and shall be hdd, tnnd'erred, sold, conveyed 111d occupied sublect 10 the covenan11, mtricllon1, euement, ch a and liens Isometlmes referred to u "C011Cn&nlJ and resulctions") hefinafler set rorth

ARTICLE I

DEFINITIONS

Section I. The follawins words when used in this Dcdaration or any luppremental D<duation (unless the context shall pn>hibil) shill have the following meanings:

- (a) "Associadoa" wD mcm and rercr 10 lhc Rote LaJcc Fores!"'!f'c:rtY Ownen Assodalion..
- (!>) "Tbe hopc:rtics" shall mean and refer 10 all tud, cxilung P''F.lia, and addiliuns 1hm, 10, u arc subject 10 1his Declarallon• or any Sup nial Dtebnlion under the piovisions or Anlc!e II, bcrcor.
- (mm n Propatia" shall mcan and rercr 10 those uas of will lhown of any recorded subdivision plat of The
 Proporties and Intended 10 be devoted i9 the common we and eajoymmt of the ownas, or The Propmln.
- (ii) "Odg!nal Lot"shall mean a'.nd refer to any lot or plal of land Shown Up011 any orginal recorded and subdlwlsion map of . The l'lopertle1, af ler the same has been wld by the Developer, or Ils reprucaiativesor assigns, by land coniiact or b)' deedlout •lhall not include Commun Properties u hcrc1oforc denned or any lot that lhe Dndoper hu sold. In which the contact become ddawt by the plirchuer and that lhe Developer or lis. uilps takes foraalc.
- (e).""0wncr" shall mean and refer to Jhc e11wtablc owner wheiher one or -re penozis or enlitics holding any nallot situated JPOD The Propenies whiher such ownerlllp, lle Infee simple tlt(f: or III land .coritracl \(\frac{1}{2} \)Cl1dce, notwithstanding any appliable or the monpge, shall not man or rd"u to die mon ce except if gin lieu or o: !.ouranay
- (0 "Hcmbc:r" ahal 1 mean and refer 10 all those 0wnas who tic member of the Aaociation is provided in Anlele M; Sec-
- (11) "Fron1).al Unc" shall mean and refer 10 1h11 side of ·the lot tlu,1 tuuch •• the coun1y rulld: in the event tbal the lot Is a comer lo1, It shall mean and refer to the shortcsl side of the lot that tuucbes the county road, •

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Section I. Existing l'ruperty. ·l'he real property whlcli Is, and iliilr'lielield, tronumed, sold, conveyed, and'uccupled, subject to this Dc lion, is located in 1he Township of Rose •

Osccola County, Michigan and is more parliculaity desa; lbcd as ROSELAK£FOREST . follows:

being a subdivision pan of Section 5, Towcshlp 19 N&n , , Range 9 Wnt, Rose Lake Townlhlp. Osceola Count .,,jch1.

all or which real *rlY >hall hereinafter be referred to U "Existing 1'1-operty. '

Section 2. Additional t.nds may become subject to this Dcdarauon.

The Dcvdopcr, iu succason and assigns, shall have the right to bring addhlonal lands localed in Osceola Cowtly, Michie gan, into the sclmac of this Declaration. Such proposed addl-lions, if made, shall become subject to wessrnent for their just lions, if made, shall become subject to wessment for their just share of Association expensa. "file Common Properllea within all such additions shall be claoted to the common we and enjoymen! of all ownen, of ero ia which are subject to this Declaradon. The Developer! Is to bring additional lands into the Dedaralion shalf-not be cld to bind the 0-loper, iu NCCCSSOrS and assip,s. & make the proposed additions or 10 addrer to the scheme in any subsequent develollmen! of the land described heroin. In no even!, hOWC11C1', shall such supplementary Declaration revoke modify or add to the Covenants. mentary Dcclan1ion revoke, modi£y or add to the Covenants piablished by this Dcclaralion within the cltisting property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN ntE ASSOCIATION

Scctlon 1. Mem:6cnhip

pcnon or cnlity who holds any equitable ln1cro11, Including the Developer, in any 101 or lob Included within "The Properlics" as herein dcrmcd, who ther u land coalnet vendee m (cc holder being subject to these covenants, shall be a mcm. **bu** or the .<uociailon jitavided 1hat any 111ch or enlity who holds such interest merely is a security for tbc perforllWICC of an obligation shall DOI be I mm,bcr.

Section 2. Voting Righrs.

The Assoclauon mall liave one class of voting membrhip. Voting mcmbera shall be all lhose members who hold the intercsu required £or Membership in Article III in Section I above. When more than one pen<!" hokb such interest or ln1ere111 In -, lot in said l'ropc:rt,a, all such penons shall bo members and

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTI,ES AND PARKS

5"si2!!..LMembm'E:dmienu ur Enluymen1.

Subjett to tho pl'IAision. ur Arlfde IV in Smiun 3, every m'mbcr ah:all hove, a right and cu. menl of mjoymenl in and to Ih.- Common Properties and such casement shall be appuncoant lo Ind shall p.us.l.nth lh' title to every Original Lui.

S•• ir 2. Title lo C..mmun Properties.

e O-VClup•r hall rolain the ICjill title to che Common Prupatics bue nut l<inger than such lime u ii hu sold 90., of tho lou in lhe Properlies Including all additions thm:tu and tho agrepte uftheuuianding balances of the sal<I prica the properties from the best of the rocurding uf this document, when DeveloP.Cr Ihall con(OC)* 10 the Aslodition such Common Propenies with II impruvements lher un.

Section 3. Exlffll uf Member, &ucmmu. The rights and easciiiciiii"01" cnjoymon1 crealed honby sball be sul, jec1 the following:

(a) lhe righu of the Assudadon 10 take such Heps u an: reasonably necessary tu pro1oc1 the abo\OC described properdes against rur,clusuro; and

(b) the right of the Aaoci.uiun, as provided in ics Artides and By-laws, 10 luspmd th</ri>
'mjl,ym
en1 rightl ur any member for my period dunng which ny asscsnnent rem:ains unpaid, and for any prriod not 10 exceed lhirty (30) clays for any infn,,,tion c,f its published rules •nd regulaul lns.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

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

The D<'Velul"T, being the owner nr all The Peupcrli<T, hcttby CO\{\text{Cnanu 11nd each subsequent owner by acceptance or 11}

aftn **provided, &hall also be** the pmun.d obliption of chc """ wlio $w_{\rm lii}$ the Owner ur such prupniy at th< time whm lh" uscssmmt feU due,

Sectl11n 2, Purpose or Au...,ments,

UKSSmcnll levli,d by Che Atsuci Ittiun shall be 111ed ex. dwlvely for 1h. purpose of promoting the n.creal ic1n, health,• Al'ety and welfatt of the "u;den11 ln Thi, Proper lln and In particular for the impruvement and malnicanace of pn,penies, snvices, and facilitif "d"loted tu this and related to the usr Dnd mjoymml of lhe Common l'nlpffli<1 sit led upon th<! Propttdes, including, but nut liml1•d t!1, lhi polymml uf tucs and insurInce there1 ln and repair, re:pl,temmt and llddilions lhere.ul. and for the coll uflab1 lr,c1 luipm<n1; materiols m>nagement and supenolslon thm.ul.

Section S. Buis and Amount of Annml Auesancots.

Sasscument shall be \$15.0D per mdl Original Loi sold by Develol"T, hs repn:sentalives or ouigns, by und Contect or Derd and che assessment shall be, itstribuled evenly sinsi each Original Lot, pm.lded lhl1 in cases where an Orner uwns more trun on 1111, the ,iueumcl111 for the flm lut uwnrd sb.U be \$15.00, but each odditie! nall lot shall bear me.

:Innwd asICS'Smcnt uf SI 0.00. I'nl In IU such;mtslillifflts th"

Iion shall p;09 fur the CUB, I no mointmance ur parks, cquipmenl, gmerial upkeep ur the RCHC l::,ke. F4JttSI atta, man-gemenl appatatiun I herco(. In nu event shall ony usessm.,cnt or dllrge ... cial atl<'Hmml JS pruvi4cd low belevied "S"inll " be due rrom DtV<'luprr for ony lots owned by'l1;.or utherwise

S..elion 4. Sp«ial ASSCSSRI-'ans for Opi1111 Impru\Cments.
-,;;;;ra;1..,n 10 the annual :11KSSments al1thc,riud by Section
S hereof, the Auuci,ul11n may levy in an\'usasment year on
each Original Loe suld by the Oevclupn, 111 rcpr<1<DllliYca or
assigns, \(\sigma\) speciol US-ellmenl, pplicable: lo lhat year only, /or

lite pwpose of defraying. in whole or in part, the cott of any consU)lcdon or n:consir,,cllon,-unexpecled tepoit or n:plamcdt of a daalbed capiLII Improvement upon the Common indudilig the nc, asary riatuta wt penonal JiRIP-

eny zdalal o. pnmdcd m,y \$UCh usessmcnt sball """"
• !lattbmativc of two-thitds (2/5) of the votes of all vodng mc,;nbcn who o,e voting In penon or b)' proxy at a meeting duly called ror this purpose, wrinen nollce or which shall lle •sent to all mcmbc11at leut thlny (SO) days In advance and Ihd ,ct forth thoJ>lirporc of. 5!ic.mced>ig. •

Section 15 Change 1n Basis is and Ma,dmwn of Annual ""Stablect to the limitalion of Section Shereof, md for the. periods therein ,pcclricd. lhe Altodatlon may cbanac the maxiperiods therein pecifical the Alfodation may Could the maximum and bisis of the assessment, filted by Seedon S benefor prospectively for any such period provided that taay such a clavite that haw the uacht or two-thirds (2/8) of the ...11n,

sent to all members at least thirty (SO) days in advance iaad tball set fortb the Gt: "orlhe ""'eibig.'

Quorum for Any Action thorized under Sectlom

The quorwn required for any-action authorized by sections 4 and 5 hereof thall lie u follows:

A and 5 letter intain the uniows. At the lint meeting ailed, u provided in Sections 4 and 5 bacof, the PMCNCC at the MffliaS of Mcmben or of proxies. entitled to cui lbny paant (601fi) of aD votes of the ... betthip thaQ,tltutc a quonma. U the requ!Rd qU0111m la not fonhcoming at ,aay meeting, another meellne: -y be called, subjel: 1 to the node requirement u sci forth In Sections 4 and 5 and the requiled quorum at any each subsequent meeting. subject to the node requirement u sci forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half of the niquired quofill Duffic piecedinament Ins., pwidod that no Aacib sohsequent mee shall 1": held more Sixty (60) days fo Dowling the pttelding mccdns,

!1.ffll!> p 1, Date of CommencemenJ of Annual Assemble 11.ffll!> p 1, Date of CommencemenJ of Annual Assemble 21.ffll!> p 1, Date of CommencemenJ of CommencemenJ of CommencemenJ of CommencemenJ of CommencemenJ of CommencemenJ of Co ---»iiebaia, The Anmaal uscssments provided for herein shall commence on the fim day of April, 1971. The Atseumen1 ror each 111a;ccdln1_year sball become due and,payable on the fin& day of April cir cacb year. No adjunments or prorallons uf usessmenis sliall be made by lbe Assodation. For purpma of Injung the assam u, assasment I thall be comidered as paid Inadvance and Ihall be levied apuul any Orilinal Lot Which is wbjCCI to dUI Dedandon or Supplementy beclaradom. The due date or any Special aaaamen I under Section 4 hereof sball

be fixed In the Resolution authorizing such ancs 1 mcn 1. Dulics of the Board

affilnaiid .P"&cies Of the Association that be vested in the

Boanl of Direction, each uf whum mtm be a -- art 11cd Aaociation in good 1 tandln3. The awnber of Directon hall be hall "IOIC than Cis 11t and not less than six. The BO!fd of Direc<un of the Assoaallun sMII prepare a roller of the properties and uscamenll applicable thereto at least thirty (30) days in Ildvance of such assessment due date. Such aacqumit-mistor. tball be kepi In tbc ofrooc of the Association and sball be Open io impection by any-

Written nodcie of the aammmt sball thctC"P.,On he sent to nay owner1Uhjcc:t thereto.

lbc Atsociallon shall upon demand at any time fumish to 11ny .owner liable fur said assa, ment a cerlilical Cln writing tlgned by an. officer of the Aaociation, selling forh whether said bas been paid. Sych centricate that be caidwive C¥idaiCIC of payment of iaay usasment lhucin ltated to haft been paid.

£((CCI of Non-hymcn1 of Auasment.

Obliplion of the Owner; Tlit, Lien; Itemcdlcs of Assodadon, If tbc aaatmcnll arc not paid on lhe date when ille (belns lhc: datesspeeiRed In Section Theteor), then thereon and Coil of collection thereof as Itcreinafter provided, there-

becoming a cundnulng llm on lbc propeny which Ilball bind aach pr,,pcrlY ill the liandt of the tflca owner, his heirs, clcvlaccs, persoi, al repn: sentativa and assigns. 'Iltepersonal obligation of the then ownu to par, such assessment, liowcvcr, slwl remain his naloblination or the statutory period and shaD not pass 10 bis ,uccason In title unless expressly assumed by

If the uaaamenl is I within thirty (SO) days alter the date, a I fee no1 \o exceed 12.00 shall be arom :1.:1 dale interest at the rate of lix orcunt 61) per annum may be added lo lhe delinq11CRI halonee an penalty and the Association may bring an action al law I the owner personally obligated co pay the nmc or 10 foii,dosc the lien again1t the property. There shall be added 10 tuclt IIUCI\$mcRI. delinquent Ice 11nd Iftlefal and the CCSI of pn:pu!ng and filing Comiilainc in such action and In the nent that Jucfptcnt shall incfude in1nai on the 1otal amount u above pR>Yld<d and reasunable auomey's rec to be fixed by the court logccher with the cosi, or the action.

f:I•

tf:a,

Section IQ. Subordination or Ih• Um tu Mung., ga.

The lien OI 1h• -nu pruvlckd IOI herein shall be: aubemllnate 10 the lien or any monpge or """trggcs nuw ur h•rearl,r placed upon Ihe pruperdes autijcel tu -ment;pro-vtd,d, ho 11i11 such s11 burdinal lun shall apply only 10 lhe uaeumenu which have beco-due and payable erior tu a ule o, ranser or such propfflY punuan 110 a decree or roreclosure, or any other proceeding in lieu or roreclusure. Such sale ur Iraasler shall not relieve such propeny from liability fur any uscssmcllb thereafter bc:comlng due, nor from the Um or III)' such suluequent UICllffl;cnt.

1 EJu:mpt Property.
robowing property subject 10 this Dcu: Jamtlon shall be c,mnptcd from the allellmcnu, charge and li•n created bcr,in: (a) all propertin to the eatent or any easement or 01her Inic,est therein dedicated and accepted by the local pahlie authority and devoted to pubric use; (b) aD CollimOn Propenies as dermed 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 auch !,pl exemption; (d) di propatlca own•d by the Oevcloeer, its successors and uJ1gns, and held by hem or any or 1hcm For ule or raale, including any lou which may have been reacquired by the Developer.

Notwlthstanding any provisions hacin, no land or Improvements devoted to dwdling use sbaU be exempt from uid aucumcnu, cha,porlions.

ARTICLE VI

MOBILE HOMES, CAMPERS & TRAILERS, FENCES ,J.!i AND MISCELLANEOUS

All Mobile Homes, when placed on an Ori8, inal Lot, - nsidered permanent and diall meet the rolfowing reulremenu:

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

f:1 (bl All shall be Immediately placed on a foundation or skiriecl.

(c) All that lite less than 12 " 60 feel in size must be: dark brown or forest green in color.
 (d) There sl>all be no addition to mobile homes excepl•

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

(e) Mobile home localiun un the lot muatcomply with Arli

clc f1, Scctiu11S, in addition to which it must be placed length

wise on the lot in a pusllion ur nut uver 45 degrees from perpendicular 10 the road at the front 101 lin•, unlas odicrwisc approved in writing by the Auoc:iatlun.

2kqAII Campers, Trailers, C.mpcr•Trailen, 1"enls and uipment, may be used as temporary dwelling .,,, lou, so long as:

Locil and State Illnhary and health laws lite obscncd. All Ulillty COMCCdoN arc temporary.

The manuracture ol all such equipment - iiucndcd ror cambng.

Section S. No converled trucks, buses or vehiclos otlia than ibo,e whose m,inufac:ture wu Intended for camping shall be allowed on the properties.

AU Fences shall be erected at !cut 75 rcct back frvm ilieTriiiilo1 llnc and 20 feet frvm the side 101 line ii, the aoc,nt

(a) AU fences shall be n111dc or wood or of matnial to lend harmony to lhc topography of lhc surrounding landscape such u shntba or hedges

(b) N fence is to be over 6 incbes in helght.

No platted lot shall be ru

ARTICLE VII

BUILDING AND USE LIMITATIONS

 $\underline{Scct::al}$, All lots ROI otherwise spcdrically daipated upon a rec:o plat or recorded Decbration by Developet shall be used fur residential purpotel only, and nobusiness, commercial or manufac111rin11 enterprise shall be conducted on we! premises. No buUdlng shall tic erected, altered, placed or permitted 10 remain on ony Jut uther than une single femlly dwellinlJ no ell<:eeding IWU •nd one-half 1turici In eigh1, and ·une pnvate garage or luol shed, or combinaliun sa, agc and bollhouse for family automobiles and boau, iJI keeping wl1b the dwelling so

Section 2. Nu b., cmcnt, shack g;,r.,gc, barn 11r1>1hcr uo1builclin1 i!iillaiiiiiy lime be used as • residence. lcmJ>Urarlly ur pam&• nmtly, nur shaU any alruclure or building in 1hc proau of c:ons1ruc1/un, be used u a resldmec.

No ..,bmils, lhatuck « poultry uf any kind 1bllll be nlscd. bred or-kept cm any lot. except tilat d, gs, cau cw olhcr "-hold 11 may be kept provided th.it they"" nutkept, bred or mainialmd far "!Y cummm:lal PlIJPOICI.

flo lot-lball med or maintained u a dumping gn, und f « n,bbish. Trula, ---, ur olher ate dull 11<1t be 1 accpl In a anllary containa. AD incincnwrs or other equ4immt f « !he atoizge dilposal of such -terial shall be kept la a dean Q111wy q,ndlliun....., 1

No "Fat Sale" sign or ad\lffllting dmcc of -ny kind shall be accicd cm 11\Y fot ciccq,t on * new ...,;clcnce prevlou'ly 11DOCC11Pled whilch is offmd by the cleveloper ar builder, llzl. * . upon uay lot for ,--.alosudi wilalion ahall not be ,rqpnlcduuapall.

pie outlide linishing of alt buildbtp must becompleilCd wiihhl one" (I) ya, afia e.otiljuuction liN swied, .nano paphall shingfa, ln,1111an Inicic. buildinj pajiCli, insulation board or line:aliiai cw llimlu non-exterior materials lihall be wed few tlic exteri fmish qt_any such building; exterior Rnlab lhall be

ubcstoslhingles,si lap,lirlek.stosacorcoa-

C-,..

Ewzy dwdUag llo1llC oballhiw not lasthan720 &a of spccsclusiYeofpozmcs. cuports, pool.uas, and other -.

Building, MobUe Uo= or Campicg Location. No liwJdiaa; p, obUe home, camper unit or tent Illall be loCated on any property - than 76 feet to the & ont r linear nmir & an 20 feet on any side weet lille. Nob111141D1, IllOblic home, unit or tent sball be 19 at al neua & bait 10, acat to tlic: widda of the poy webleb aixlabuildiq. iaobile Itome, camput unit or tent la to be to uy st. dinc, few a page wober pemtittocl....ory bullclbta: Which located the weblet with the providing and oporches sball IllOl. Combine and oporches sball IllOl. Combine the Unit of dieb' provided, home provided, home porches shall IllOl. Combine the COllSInd for permit a by partion or the building to cnaoadi, -adjolal, gproperty,

llad1 t residence shall maintain onlymside amll,f) tillleu wil:h septic: tanks and drain lldda o' dry wcD imi.llatlons ling tlie reqalremenu of the Mlehlpn State Boudof Heallh.

....

by of n:al property In plau of Rose i.;ke Foreii have the right to prosecute any proceedings it law or In "luitit aplnst any person or penons vlolaling or auempling 10 viii)ace any CO/Chanl concalned herein, either le> prevent him u, !hem from doing so or to roccower damages or olhet,dues feir-such "violath,ns. !llYIIJdati.D11 or any one of these covena,ui ▶ } I menl, Lr coun orda-shaD In no way affect any other prowtolli, whidl shall remain In fullf@biCdfca.

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The f01Cgolng Bulldlng and Use .Unutslions ihall not apply to the nimon l'ruper11ei.

.P.-1. Dwatlon. n.e·coveaanu IUIdratrledoll\\$ of this Dcc-, liiiiloii"illalkiri with and bind the land aad shall in 11tt to lite beaefd or and be aaforotable by Tite AAociallon, or the owner of -y land Q..., a to dais DeclaratioD, their rapective lcpl quantation of the long of the

Notices. Any notice · loblent loany mcm-

- IUlder di# provlsiom of this Decbnllon shall be deaned to ha\C beca properly ifil malled, postpaid, to the lut Ju, qwn addras of tbe person who appean u filCJllber « on the recolds of lhe Associalion at the time of such

Ins-' •

Enforcanau. Enforument uf these caverw111 and

iaiixiloia shall be by any pn,cccding at law or an equity against ID) pcrlOD or peno111 ting a delill...d. iolalc any Cloftillftl or raulctim, cttlicr to nstrimt; er re-, daaaqa,,aadaaau'f the land to cnr-any liencreated. by thae covenanu; -nd tallwe by the Alsociatios, or ally owner to enforce any covenant or rc, Irlcdon herein emitalhed shall in DOPffil be deemed a waiver'or the right to do so thereafter.

lection 4. Severallility. Invalidation fany one of theM ovenanta or reatriction• by judge..nt or cour ordar ahall in no wi•• affect any.dther proviaion which aball ra•ain in f\111 force andeffect.

AR'I'XCLS VXU

HEALTH RBSTIUCTIONS

- (1),. All lots (1-6) subjPct t.o.th41 following rl1striction: Nop,.rsonshall bt19in construction of ormf) ce major repairs to any ptic tank, spptic toilpt or aub-aurface disposal syst11m until ownpr or his rppresentative has made application to the Central Michigan District ffpalth Department, itped City Michigan.
- 12) Bachwall drillpd on this platllotal-6) must pas bhr ugh aprotf!CtivPclay laypr before an aquifpr is used or if no clay laypr is PVid4>nt, thP wPll shall bp constructed to a minimUC1 dppth of 80 **fpet** and will bpc:bnstructed in accordanc11 with ground watPr quality rulps and rpgulations.

ARTICLE IX LIGHT RESTRICTIONS

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

liler 357 "Aa 37

7.

SSgned'.in, the presence of:

noop

State of Michigan) County of Oakland)

The for oing instrument was acknowledged before me on this Joill day of .:ruN', 1978 by Allu D, Wood, President of Pin River Timber Collpany, aiil.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,1 t thereof,

My Commissiop Expires __(kll:Si::&lilio'a .4:: Llif::Pl!:-

Rocie A. Girdlery
Notary Public
Oakland County, Michigan

Michel Olhid AS, Richael Ulrich Central Michigan District Health Department Reed City, Michigan

Priparod by and return to:

Allan D.Wood 2517 N.Main · • . Royal Oak, IIJ, chigaJl

Rccolvtd..Ji.th--

S 1,J1 REGISTER'S OFFICE } SS OSCEOLA CO, MICH.

(!.-t"Ja -11'l111Ut

JW'OK ALI, MBN 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% M. Mitchell, Cadillac; Michigan, being the presel}t owners ot 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 Is the land contract purchaser Of real propeny described In Article II of this Declaiallon and delirel to ecate theicon a residential community wllh nt park.I, Dlay opea and othar common fadlltla rm thel>cncllt of said commullty; and

WHER£AS, DevdoJIC! desires to jl'rovide for che pmenation of the ¥alue1 and anienilie. Inaid eonun11 nlty and for the maIntenance of said park1, playpounds, open spaca 1111d other common Cadlltles; and, to chli end, disira to Illbject lhe real propermy described in Artide II topther with sudi additions u may haca(ter be made thereto (u pro__ild<d in Artlde II) to the ______1 rutrictiom, cuemen11, chargCl and llens, baeinafter set forth, each and aD of wblch is and are for the limidit of aid property and ndl owner thereof; and

WHEREAS, Developer hu deemed it dcsInble, for the efficient psacnation of the nlua and amcnItla in Illd community, to crate an agency to Which should bedelegated and usigne4 the powers of maintaining and alminbtoring the commaalty proporda 111d facilities and admialuaing ind cnfOtding Ille ...cnants and ratlicdcim and c:allccting and clisbunling inc....., mill and dwJa hcmnafter crated; and

WHEREAS, Developer lhall - to be **t** ← **c l** under the kw• **Ø** E State Mi**M**pn, **as** • non, profit corporation,

NOW THEREFORE, the l>cmoper declua the Jath ical property described in Article U, and such additions that up a 1111¥ beign true made of the wild look attide. U before I and such additions that up a 1111¥ beign true made of the wild look and the such as a life to the concantl, mtriaiom, caM111ents, charges and Uem 10mctimC1 refared to u "eovetWtl and restrictions'1 h nai'ter "" forlh.

ARTICLE I

DEFINITIONS

The foUowing wordt when wed In this Declaration or •mentalDcdaiatlon(11nle11!hecon1CX1lhallprohU>il) lhall have lhefollowing meaning.:

- (a) MA1 sodallon" IlhaU mc&Q and refer to the Rooc Lake Forffl Prupcny Ownas Alsociallun.
- (b) "The Properua" dull mean and refer to all IUd> caiaiizi1 proponin, and addlt._ thereto, u ate tubject to dm Declanilo, i or any Supplemental Declandon under the pn, wblons or Article II, hereof,
- (cJ "Coi'mnon fl'opcllles" mall mean pd refer to thOIC a:e- of lall(llhowa on Y "rccolded llllldmalon plat or The Propatics and Iniadcd to be devoted to the common we md mjoymcn1 of Ibeownas ornc fropatia.
- (cl) "Orip;.i Lot" || ball mean and 1Cta to any 101 or plat or land shown any Orip Noordod and •ubdMslon "!"!!' or The l'roponla aher the wne hu been told by the Dovdoij,a-, or ilt reprecentali YCI or ude: and contill CI or hy deod\u00e4t nol Indwe Common ha, sold in which life life a.-a.Ca default by the purchaoer and thu the Deweloper or la.
-,.1uabad<rorraa1c.
- (c) -O..-" Aball mean aiid refer to the equatable owau wllciKcr one or more penona or enlllle holdhic any orlpw lot . Hill alard upon The free mile whether the Charach he tie

IO (Oftdooure or any •i llel, oll ondo ■uzL

(r) "Member" Ihall IIICan and refer to all mcmllcn or die Alloclatlon u pro.Ida! in Arlldc Ill, Secllon 1,hmor.

W hfron1 Lot Unc" 1baU mean and refer 10 that ■ide or dae IDI thu 11HK11eslbe county ruad; ln 1b -- that the lo1.I a _____,... lot, It Iball mean and Nfcr to the fflOltCII lide or die lol lhat loudla lbcCOllftty roa4.

ARTICLE II

PRCPERTY SUBJECT TO TitlS DECLARATION: ADDITIONS THERETO

s-ion 1. Ealalln1 Prupcny, The real property which is, IIDd uliill1iilicw, 1n111Tarcd, wld.comg.cd,alicloccupied,...t.icct IIJt Dedanition, is located in the Township or Rooe Like, O.CCola County, Michigan and is more panlculady dc1cribed '!' full-•

11OS& LAKE FOREST

bcins a subdivision put of Scctwn 5, Township 19 NOlth, Range 9 West. Rose Lau Township, Osceola Coll11ty', Midu
• pn

all or which real oroperty shall hcN1inaf1cr be referted to as "£xlallng Propeny.

Additional Landi -y become subject to thla Dcdua1100•

The Denloper, III .-on and awgns, mall ha. the rl&ht to bring additional lands located in Osceola County, Michirikht to bring additional lands located in Osceola County, Michipn, into the richeme or this Declaration. Such prupmed addilluns, Ir made, shall become aubject tu uscument for their just
dw-e of Auociatlon expaua. TheCommon Propentes within
all tuch additions shalf be dnotled lu the common UtCand
enjoyment OTaD - or e wblich asc Illhject IO thla
Deduatlon. The Dndoller's rikh11 to bring additional l∎ndl
Into the Deduatlon IllhalJ ADI be IlCld to bind the DeYcloper, lu
-.. and udps, IO malte thl proposed additions or to
additions to the technique la my Utili ""Ill" advertement of the

adl:lcrc to lbc tchcmc In any IUb""l"cnl develorment of the land day bed barrin dw one with direct and that he web terranter e taMilbcd by this Dcduatlon within the ealstlng pn.pcrtv.

ARTICLE III

MEMBEASHIP AND VOTING RIGHTS IN THE IATION

Section I, M,,ml,mhlp

person or entity who holds any e'luilable intetett, Induding lbe De,,doper, in any lot or lou induckd within "The Pn,pertia" u herein deraned., whether u land contillCI vendec or fee holdu bcin& aubject to theoc covenanu, sball be a mem• ber 0f the Asaociaiion provided that any ruch who holds tuch interest merely u a .iccurity for the perfora,mcc of ao obliption shall not be a member.

Section 2. Votin1 Rlgh11.

tlon lhall have one dul of votlngmemhenhip, -.J Votlo1 manbcn shall be all 1hosc mcmben who holcl the intere■IS ffi!uacd for t.fembcnhip in AnIclc III In Sect.ion 1 above. When more than unc n huldl 1uch interest or interc111 In any lot in said Propalles, all well penom lhall be memben and

the vote for cad> such i..., shall be exctdsed u tmy ...,.ng thffllselva determine. E..ch member shall be entitled to one vole fur rach lot th.it he nwn, nr in which he owns in rtt or In which be h.. •n Interest4 • l•11cl ;;,n1ro1c1 purchuer.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES AND PARKS

linli!!ILL 11cmbm' E.aHn,,,n11 ur Enjoyment.

Subject tu the pru•islum ur Arudc IV in Section S, every member •h•U h,1,..., • right .1nd cumu:nt ur enjuy=nt in and 10 the Commun Pruputics and such eunnent shall be appurtenant 1u and sh.all p... with lhe title tu cvcry Original Lot.

Title tu Cummut1 hupenia.

nall ret.oin the i...i title 10!he Common Prupenies but nut wn:er thim .uch tum u It hu wld 98" or the lull in the Properues including all additions thereto and lhc agrcp1e ..r the llUU.t.&ndin11b•lances of the .. 1.. prices therefor has been reduced tu 1111 1hercur, but not later than INIC (6) years lrum the <lat• uf the r«urding of 1h11 ducument, when I>evdul'ff Ihall conwy 111 lhe Auuciation such Common Propenics with aU impruvemen11 thtrwn.

Extent of Membm' Eucments. The righu and euciittiiisur enjuyment ere.1tm hcnbr shall be ,whjcct to the

- (a) lhe rillhll uf the Allucladun tu take such steps u arc re&10riably n<cenary to protect the above described propenia apinst Cemdusure: and
- (b) tho rii;ht uf tho Auuci.&tiun, u provided in iu Anida .and .By•lawa, to suspend lhc enjoyment rights of any member fur any perind dunng which only assessment remains unpaid, and for any p4'riud nut In exceed thlrt\' (SO) doys for any infr,,cliun or ii published rul.. •nd rcgub11<1ns.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENT&

Creation or 1he l.irn •nd Pmunal Obligation or Assessmenu.

The Dcvclupcr, being 1he owner or all The Proprnics, hereby cowc:mnts and each wbscquent uwntt by accepunce oC .

deed therefur, whetht ur nut it lhall be exp,ased In any such dccd or conveyance, be dcflMd tu cuYenanl and agrtt tu fAY to the AssadatiCJn: (1) Annual assessments ur cbarga; (2) The annual UICll=nts, loge1hcr with such ln1cres1 thcrllll andcosis "r Cllllcctiun rhercur as hercinaftu pruvided, stroll be a dwJle <1n 1he land ond shall be a continuing llrn up<1n the property •itainll which each usessment is madit. &ch such alleumen1. 1.,gc1hcr with such inlemt thereCJn and COit ur cullcctlon thereur as hnrinal'ter pruvided, shall be a dwge un thr land and shall be a cuntinwng lien upon the pNpcny apinst which each such — it is made. Each such uscssment, toKCther with such interesl lhcrccin and coil ur cullcctiun them,! u herein• ar1cr pn,vidcd, 1hall also be the penonal ublig,ui,in .,r tl)e person whu , 1hr Owner of such properly al the time when the uscssmrnl Ml due.

Section 2. Purpose ur AHcumcnu.

sesnnmts !med by the Asoociatiun ohall be used ex• duivdy for the pu,posc of promoting the, reere,11iun, health, safc,ty and -lf • re .,r the risl4en11 in The Pru tlcs and In particular for the lmpn, vement and mainten once nr pn, perties, services, and rocllhlct dc-101cd tu 1hls purpose and rollited tu the ult and enjuymen1 or the C...mmon Prilperlies situated upon the Propertia, induding but not limited, the payment ur toXa ancf insurance thereon and rq,alr, repl.acemrnt .md aulditiuns !hereto, and for 1he coat Of W>ur, cquipm<nt, m:11crbls manai;rment and aupuvisiun thm:uf.

Scetlon S. Bub and Amount or Annual Aaessmen 11.

nual uichmcrishallbe S15.0UP"H•ch OtiginALot 1uld by i>ewloper, Its replCICntatives or aui1111s, by Land Con• tract or Deed and Ihc, usessmtnt &hall be ilistribuled evenly apnst ach Original lot, provided tllat In c:ases where an Owner uwru more than one lot, the :..--,,, for the llrst lot uwncd sb.U be \$15.00, bur each addiliuiw lol shall bcor an annual IISICIIIIICnl of SI0.00. Frt1m all sud! asscumen11,.1hc uluclation shall pay for the COSI or the 11\&international fractional fractions. equipment, gellcrill upkeep .. r the Ruse Lake t-orest area, man-agement :ind opcratiun thereof. In nu event shaU any uscwmnt or charge or special .,sasmenl os provided below be levied agaimt or be due rrum Devel"P"' (ur aily lots owned by It, ur

Section 4. Special Aucsamtnts Cur Capital Impnwements, ----rn"iaiiiuun to lhe annual uscnmen11 au1hnrizcd by Section S hereof, the, A11 main lnn may levy in **an**\' assessment year on each Original Lot' by the Dcvclupa-, 111 representatives or usigns, a special uscssment, appllcable 10 that year only, for

.. ...

.'..&.

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tbe pwpm& of defraying. In whole or in pan, 1hccmt of any continaalon or ncommacllon, iulexpcc1cd repair or replacement of • descril,ed capital Improvement upon the Common Properl)n, including, the necessary lixwru and penonal P.N>p. City sclated "thereto, provided any such usessmen1 shall hav., •tlui afflrmali'f of -1h1nb (2/S) of .th., vow of all voling manbcn who me voling In pcton or by. pm at a meciting dldy called for tJm f!UPOSC, wilum nodcc of wblch sball be ient to allmtaiben u le-isl hlnr (10)days in adnnceand "shall-lCIfonbdac,", upc, Seof

On 5. Chanae In Bub and Mqjnuun of Annual ments.

_Sq_bjcc:t to" the: limitations of Sc,c:liOl! S hac:of, aruUor the • f""SP"dvdr for aay such lha1 uy such. masiJle IhalJ haft Lbe adcIII of (2/S) of the vot!q mcml,cn who arc: voJ4,g III pcncm or lay proxy •t a iucliDg duly called forthis written nolice of which shall be masiJ!e lhalJ haft I.be adclll of duly called for this . written nolice of which shall be ICIIII GaD members at !mt thitt) (.SO) day ! Inadvance md aliad oet fotdr"tbe pwpose of tbc mcetiq.

Hilling f. Quorum for Any Acllon Aulhorized, under Scetloni

The q_uo:um "4uizcd fc,,;uy action authorized by Sec:ticm 4 and 6 bacof shall be: u followi:1
• At the llffl meetm& called, u prowidid In Scctl-.4and5

liacof, the pzamce al the mceling of ldcmhen or of proxies, added to cast mty pacent (605') of Illl votca of tho, member-

lhalJ.comlitute a qumzm. Jr the tequited quonml is not ronbamung at ar,y mc:cclng, another meotlng may be called, lllbjcct to the nollce requirement III set fordi In Sections 4 and

5, id the required qwmun 11 any such subsequent meeting mall be one-half of die rc4qvonun at thepieccding meetina, 1, -uled hat no ad, 6, c....-t meetmo hall lie field tbum1y(&0)claya10b0--;;;;1K - ling -

Little Hala Date iot Commencement and Amual Assembans

Iball commence on the rint da, of April, 1971. The Asscummt fM each luccccding yearlhall blC9fflC due and payable on the first day of April of each)'Car. No •dJustmenta or prorallons of UKismenta stiall be made b)' the Association. For pull'CISCI of lcvyla,g the -1, asoeu=nis lhall be considettd u paid levyla,g the -1, asoeu=nis lhall be consideted **u** paid ill ad- ucl slu,11 be,lmed any Ominal Loi which is sub 10 dus Declamion 01SiipplemCAwy beduatlona. 'IJ, e cbac date of an, special - 1 1 underSec:lion 4 hcm,f

be fixed In 1hc Raoluliun 0111hurizing such ,..._-,,1...

Dulles of 1hc Board of Dircc:1on. The al'ilniii'd policies of The Auocialiun shall be vested in the.

Board of Direction, each of whom must be a member , I lheAqodulod In good Sillfillins, The number of Direction shill be: not more: lhan cigl, Icen and nul less than six. The Baud of Dircaon of die Alsociation dull prepase • rolle:rollh • P!OP"""

---'-ts 1 ! 'Plicab h- t-las HhIrly (10)-days-in advance of axinssam-onl due due. Suchuacssment ros&ce shall be, kept in the 'orricc of the Assomlion and shall be open • to Inspection Dy any owner,

Writtm notice of tbc assessment shall thereupon be smt to ·evay owner1ubjectthereto.

The Aosociation shall upon demand at any time furnish to any ownu llable for uid auasment a c:enil"icatt in wriling signed by an officer of the Association, oettling forth whether aid ·uoeament llao been pa!d- Such eertllicaic aball be: condusive evidence of paycne11L of any useument therein 11a1cd 10 have been paid. .

Effect of Non-Paymenl of Assessmen1.

-'l'lie1enonal Obligation of die Owner; The Ucn; Remedh:s of ,Aaodallon. If lhe usessmen11arc not paid on die date when due (being the elates specilled In Secth, n 7 hereof), Ihm lhereon &11,d con of ccUec:tion lbacof **u** baeind'ter provided, lhereupon becoming a c:wuinuing llcn 011 lhc property which shall bind ouch pn,pcrty in lhe liandl of the then owna, his hdn, clevioea, personal tepraentatl eo and usigns. The pe:nonal obll. gation of the then owner to par such assessment, liowever, ohall remain his penonal obliption ror th., statutory period and ihall not pus to his 111eczsson In the u ss expressly assumed by

II the usessmmt is ot 'within thirty (SO) day, after the cldinciucncY date, a
 1y fee not 10 cxeud 12.00 lball be a4dcd theieto and rom that dale interell a1 lbc tale of six pescent (6%) I'"' a.nm= may be added lo lbe delinquml balance and penalty and the Association m&y bring an ac,tlon al law agaln 11 lhe owner penonally obligated to pay lb. nm. or 10 forulooe the lien against 1he property. There mall be addc:d to ouch auaament, dcllnquen1 Ice 11nd 1nteres1 and the cost of preparin J and filing Complaint in such aetlon and In the event tlw Jlldgmcni sball include interessi on the lotal arnounl as aha¥C pnmded and le attorney' • fee to be: fll<ed by lbc c:oun together with lhc c:osu of lhe ac:taon.

Section 1. Silbordination ur 1hc Ucn h>: Murtgages.

The jim or the -nu pwvided Berein shall be subonlinale 10 the lien of any mongage ur mortgaga now or hereafter pued upon the pn.perdes sulij«110 assessment; pn., vided, however that such subi,rdlnoliun shaU apply unly 10 the &SS<: ISfflCnlS whu:h hl\'C bcconu: due and payable P.rlor to a sale or transfer of such property punuanl le> a decree of foreclus11rc, or any other proceeding 111 lieu of furculusurc. Such sale or uansfer shall not iclieve Nch property from liability Γ ...any. 1111CSU11enu thacafler becoming due, nor from the lien of any such subscriuent usessment.

Scct=¥I:" 11 EJccmpt Propeny.

C rohuwing properly Nbjecl to 1his Dccla1111iun shall be exemr1ed from the assessmenu, charge and Ucn created betein: (n) al properties to the extent uf any casemenl or other in lerest 1bcrdri didlca1ed and accepted by lhc local public aulhmity and dcvou:d 10 public-• (b)all C...mmon Properties u def"-.! in Article I, Scellon I hereof; (c) aD proJ>CTtics exempled from wralion by 1hc laws or the Si..tc of Michl upon lhc: terms and to the extent of sw:h legal excmpdon; ld) all properties owned by the Dcvcl.,l'cr, Its successun and us1gns, and held by them ..., iuly of them for sale or resale, including any lou which may have been reuquitcolby the Developer.

Notwlthstandu,g any provisions hetein, no land or improvemenu devoted to dwelling use shall be exempt from said UICSImenu, dwgcs or llens.

ARTICLE VI

MOBILE HOMES. CAMPERS & TRAILERS, FENCES AND MISCELLANEOUS

:11X 11 All Mobile Homes, when placed on an Oril!inal Lot, considered permanent and shall meet the followg re-

'ilubcnrmu:

(•) All Ihall have tongues removed or covered in a deconecive manner.

- C:.') (b) All shall be immediately placed on a foundation or tcd.
- (c) All that arc Ins than 12 x 60 feel in size tnUSI be dark ,,,'brown or forest g,ccn in colur. !: (d) There shall be nu ad
- (d) There shall be nu addition tu mobile homes cx"l'I -....on: b, patio or equiprocnt manufactured by the: manufacturer fl,, r themobile hoznc in question.
- • (c) Mobile home location on the lot must comply with Arti• i,;,...lde Vfi, Sccliun S, In addition tu which it mus be placed length

wise on the lot in • pQSi1ioft of not uvcr 45 dcgrcu- from pendicular 10 lhc road "Il lhe fronl lot line, unkn othnwis<: approved in wriding by the Association.

- ctiun 2, All Campers, Trailers, Camper Tr.ulcn, 1'mlS and mp,ng Equipment, may be used as temponry dwelling on
- uso fong as:

 a Local and State Sanitary and health laws it Cobsen, cd.

 b All Utility connectiom an, tempunry.

 e The manuracture of all such equipment wal Intended for camping.

Scc1ion 3. No converted trucb, buses ur vehicles other than those whote manufacture was intended for camping shall be allowed on the properties.

Section 4. All rences shall be CfCClcd at least 75 feet back from ilieTronilut line and 20 feet from the side lo, line in the_, ofeomer lot.

- (a) AU fcma shall be made of wood ar or material 10 lend ony tuthepography of the surrounding landscape such as shrubs or hedges.
 - (b) No fence 11 lo be over S6Inchca In height.

Section 5. No platted lot shall be 11!flhcr subdMdcd.

ARTICLE VII

BUILDING AND: USE, LIMITATIONS

Section I. All luu not otherwise sp«!Otally_<!aip atcd upon a icciiiifeirplat or recorded Dccbnllon by Di:mopcr sbill be used for residential plllpOIC\$ only, and nu bwinas, commercial or manulacluring enlClprisc shall be corculucted on said prembca. Nu building shaU be crcc1cd, altered, l'laccd or rmitted family aotumublica and bo..11, in keeping with1hi! dwdling ..,

Section 2. No basement, shaelc-gar.,gc, ti.am or1>dicr, 1building. iliilJ"ii"iiiy lime be used u n realdence. 1cmJ>orarily ur perina• nmtly, nor shill any struclure or building in ther proCEU of consuuc1.iu11. be used III a residence.

Nu anbnab, livn1<1Ck or p111d1ry ur any kind shall be r.uscd, bred ur kept on any lul, except that dup, cau ur olher homehold peu may be kept pnmdcd in:u they are nut llept, bred ur

mainlillined or any creiol p111pmes.

Nd lot lihaJl be used or maiowicd a. a th&mpmq ground rur n&billsh. Trash, or other WUIC sball nut be lu:pt nccpl In11-i1ary conlainer. All lineiner:aiurs or other cqWJ!ment for thntongn,r a of such material-thall be-liept ma cleanand s,nltuy cun4"uion. • '/-.":

No "For Sale" dga or advcnbillg dnlcc of any kind shall be auud on uy, lot i. on a new raldciM:c (lffl'iouily wbich is offered by lhc dcvclopu, or biilldcr. Entpn« !!pOD JJI", lot for removal of such vialalicm shall not be reganled a,iuapas..

...uidc fmishing c,f all buildings must be completed within one I1) year after con,IJUdlon 1 w I11rtcd, anti no UJ!liall ahingla, Iialtatipn !Irick, Ilullding paper, insulation bmid or sheathing or dmllar nun-xtcrior | atcliars shall be used I0T lhe exterior rmbb of ..., such building; exterior Rnlsh shall be WO!)d, asbestos shingles, dding lop tiJick, I\OM or CDDCrele. Evgy clwclling bome shall haft ut less than 720 squan, feet of CnClosCd | .IviPS space e,cdusive qf porches, brcczeways, carporu,

• p&tl!)S,poolareas,andolhtt UICI•

Building, Mobile Home or _Camping Location. No |siilldlna, nloblic home, camper Ulit or tent Mall be located on any prupeny - thu 75 feet to like fl'OIIJ pn,paty line or nearer diaa 20 feet on any side sucet Unc. No building, mobile home, c:ampc,: unic or lent sball be located ||Commetted || to cent to the width of like properly on which such building, mobile ho=, camper unit or tent is to be placed to any dch:line, c,ccpt that.a three Cuot minimul 11 ddc yard shill be permiucd for a garage or other permitted accmory building which is located toward the of.the property. For the pwposa or this C:0-1, cawa. *!and Sh.allnctCOAddcrod u apart of like DGIJ4111SpmmcCil. howeve, that bis sball not be construed 10.pamlt any ponion or the building to cnaoach

upon oining properly.

Each penpanent raid:nee shall malnrain unly in lide iaiiliuyToilets with septle tanks and clrain lielda or dry well installations meeting die requimnfflts of "the Michigan Scale Board Of Healtb.

Any owner or mil propeny in plats uf Rose Lake' Foies\ diall haw the right lo pN lecule any pmcc,dinp at law vr in uhy apint any puson or persons viulaling ur auempling tu violate. eovenant contained herein, either to prevent him (Jr. th, m rom doing ID or tu recover clama orolher dua for 111ch mmtions. Invalidation or any one of that: co.,cnanis 6y jqdgmen, or 'court order shall in multiprecil any other provision!, which chall semain it differe an (M).

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

n l. Duration, The covenanu and ruuiclion1"Or thil Decomm with and billd the land and shall inwe 10 the benefit or and be enforceable by The Association, or the owner or aay land sabject to this Dedaration, their rapcc:1ive legal ICPICCIRIBATIVE, lieus, IIICCCSSOIS and assigns, fura term or IWCD-ty yems from the date thil Declaradun il recorded, afecr which Illzie -..ld ml ICDants shall be automatically c,cccnded for succulve periods of ten (10) YMS unleu an instrument signed by the tbaa ownen or two-tbink of the Jou, subject to cliis Declaration, illduding all Jou if any still uwned liv, lihe Dc, doper or Ira suocasors or "IGU, bas been IcCmded, agreeing 10 ClianSC aid C.OWARAU and ratrictions In whole or in pan. Prowled, however, that no such agtCanent iO change shalfbe effective unless made and recordect five (S) yean in advonce or the effective dl11e of such change, and unless wrinen nodec of the proposed agreement is scnr 10 every owner at least nincly (90) ilay, in advince of any acti= raken.

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

- W>dcr lhc provisiom Of this Declaration shall be deemed to haw bcm properly sent when mailed; postpaid, tu the last known address uf the pcnon who appean as member c,r owner on lhc recurd1 of the As1uci11ion DI 1hc dme uf suc:h malling.

Enfurcement. Enforumen1 of these covenants and ratilitilims shall be by 1111y pruceding 11 law or an equity against any penon ur no violating ur ellemptinil ro, joilar any covenant or ratnetion. either to restrain violation or recodamages, and against the land 10 enforce any lien acated by cha: eovenanu; and fuihire by the Association or any own(r lo enforce any covenant or resi.nedc,n hettin contrained sh,dl in no even! be deemed a waiver of the right to do so lhacafter.

• a 513 C:..., CJ'1 -.I :iili:,

lecUon ,. SeYeruUltj. Innlidation of anr fJAe of tbea -l cnananta or.raatrlctlona by j....nt or coart order allal1 !11 no wlN affect any other pro•iolon which aball roaal11 h full force and effect.

----; ---c--:-----=---,...._..._

Aafl VIII IIBALTK USTIIIC'FIOIIS

- (1) All lots (1-61 subjpct to thft following restriction: Nop,-rson shall begin construction of or make major repairs to any Ptic tank, Ptic toilet or sub-surlace 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.
- (21 Bach well drill•d on this plate llots1-6) must pass through a prot•ctiv•clay 1•Y•rb•fore an aquif•risused 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'l' RESTJlJ<:1.'IOHS

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

LtIEP. 3!i7 1:...i 45,

At 2:45 P.M.

Elex C. Edstronic Register

State of Michigan)
County of Oakland) ss
The for'l (Joing instrulllent was acknowledged before Ille on this of Timber Company, A Michigan Corporation, and Allan D. Wood, Attorney in Fact, on behalf of said corporation and thosp persons with a propri tary interest. in the plat of "Rose Lake Il' orestrvalley, according to the recorded plat thereof.

Ky Commission Expirea 4:?...4/f&

I William D. Wood, President of Pine River Timber Company, A Michigan Corporation, and Allan D. Wood, Attorney in Fact, on behalf of said corporation and thosp persons with a propri tary interest. in the plat of "Rose Lake Il' orestrvalley, according to the recorded plat thereof.

Ky Commission Expirea 4:?...4/f&

Central Michigan District Heal h Department Reed City, Kichig

Prepared by and:return t

Allan D. Wood

2517 H. Main
Royal Oak, Michigan

Recusters Office OSCEOLA CO. MICH. SS Day abstral 19.79

1 11



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SSSP Home | Contact BCC | BCC Home

Bureau of Construction Codes

Statewide Results for Subdivision Plats

| Click on column head | lings to sort the | AND DESCRIPTION OF THE OWNER, OR OTHER PROPERTY OF THE OWNER, OTHER PROPERTY OWNER, OTHER PROPERTY OF THE OW | | | |
|--|-----------------------|--|---------|----------|-------|
| Subdivision Name | <u>Card</u> Number | County | Section | Township | Range |
| N. ROSE LAKE FOREST HILLS | 56776 | OSCEOLA | 5 | 19N | 09W |
| ROSE LAKE BEACH | 21201 | OSCEOLA | 3 | 19N | 09W |
| ROSE LAKE BEACH, AM.P. OF LOTS 8 TO 18 INCLUSIVE. | 68003 | OSCEOLA | 3 | 19N | 09W |
| ROSE LAKE FOREST BEACH | 56827 | OSCEOLA | 4 | 19N | 09W |
| ROSE LAKE FOREST BEACH | 56827 | OSCEOLA | 9 | 19N | 09W |
| ROSE LAKE FOREST HILLS | 56828 | OSCEOLA | 5 | 19N | 09W |
| ROSE LAKE FOREST KNOLLS NO. 1 | 56829 | OSCEOLA | 5 | 19N | 09W |
| ROSE LAKE FOREST KNOLLS NO. 2 | 56830 | OSCEOLA | 5 | 19N | 09W |
| ROSE LAKE FOREST SHORES | 55090 | OSCEOLA | 9 | 19N | 09W |
| ROSE LAKE FOREST SLOPES 3 | 56831 | OSCEOLA | . 5 | 19N | 09W |
| ROSE LAKE FOREST VALLEY | 56832 | OSCEOLA | 5 | 19N | 09W |
| ROSE LAKE FOREST, PLAT OF | 54101 | OSCEOLA | 5 | 19N | 09W |
| ROSE LAKE FOREST, PLAT OF | 54101 | OSCEOLA | 5 | 19N | 09W |
| ROSE LAKE FOREST, REPLAT SEE E. | 54099 | OSCEOLA | 5 | 19N | 09W |
| ROSE LAKE FOREST, REPLAT SEE N. | 52999 | OSCEOLA | 5 | 19N | 09W |
| ROSE LAKE FOREST, REPLAT SEE W. | 54102 | OSCEOLA | 5 | 19N | 09W |
| ROSE LAKE FOREST, REPLAT SEE NORTHWEST | 54100 | OSCEOLA | 5 | 19N | 09W |
| ROSE LAKE HEIGHT | 40184 | OSCEOLA | 9 | 19N | 09W |
| ROSE LAKE HTS, REPLAT VACATED PT. OF OAKHILLS DR. SEE ROSE LAKE IN THE WOODS NO. 1 | 53903 | OSCEOLA | 9 | 19N | 09N |
| ROSE LAKE IN THE WOODS NO. 2 | 56495 | OSCEOLA | 9 | 19N | 09W |

1 | 2

Next Page

1 - 20 of 24

New Search

..<NOW ALL MBN BY 'l'BBSE PRES TS, that we the undersigned, ALLAN D. WOOD and LYD; IA E • .. WOOD his wife, and RAYMOND A. SCHIEPKB and MARTHA J. SCBl: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. ADRAGNA and ELAINE F. ADRAGNA 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. FAHSELT his 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: the bis 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 $^{\circ}$ R $^{\circ}$ E LAKE FOREST SHORES;iB[R]

327 fAw:4:0fl

WITNESSETH:

WHEREAS, Develor.er i1 the land contract purchaser of real property described n Article II of this Dedaiation and desires to create thereon a residential community with permanent Darb. playglounds, open 1paca, and other common racilities tor diebeneru saId community; and

WHEILEAS, Developer dctim to provide for the preservation of the values and amenities in said community and for the mainteenance of said parka, playgrounds, ope11 lpacea and other common facilities; and. to this end, disires to subject the real property described in Article II together with suct additiom.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 Is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has c:lce=d it desirable, for the efficient piaeryadon of the valuo1 and amenities in said.community, to create any to which should bf elegated and assiped the powers of maintaining and administening the community properties and facilities and adm[nlstering and enforcing the covenant and restrictions and collecting and disbursing the assessments 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 property described In Artlde II, and such addltlons thereto as heicafter bt made punuant to Artlde II hereof, b ancfshall be held, transferred, sold, conveyed and ;,ccupled •=b eel to the COVfflllnU. restrictions, easements, and liens sometimes referffd to u *covenants and ratrletions'1 h ter set forth.

ARTIC LE I

DEFINITIONS

Sec ³⁴The following words when used in thil Declaration or any mental Declaration (unlC\$S the context shall proht"bit) shall have the foftowing SS:

(c) "Comnicm tropcrdc1" .itlll - and refer 10 lho& ueu of IUIII '!town on at'ly recorded auhdllo!sion and refer 10 lho&c pla1 of The am! tntmded to be dnoted to the common - a11d

. OflICIII or the OW11Cr1 or The

Griginal Lot" mcu andnfer to aQylolo, plal of 1111d lhOlfD ppoa at Y original recozded and su&division "IPof 1'be Propenia dter die hu beth tald by die Dewlooer or ii npmenialins or wigns. by land conim: to rby deed hu ball not Inclode Common I'topenla: heretofore dennedel any lot that the lope. ha old in which Ille oon raet becomu default by tho piirchaer and that like Developer or ha mlsno taut batk for resale,

(c) "Owner" shall mean at1d refu IQ lite Oljilliable owner Wlicilier one or more per, ons or qullia holding any pall lot -!-led The ...t, ether aach ownenhip 1,c iffed dlle or a li" I conta fillett, no 1 sany theory at lite moitpg, dlall ilot or refer to .pgce a<Zpt if the morphillized cilic pur 1UU1t to fated «any Procecolling In lieu of ?om:!csure.

(f) "Mcmbc" shall man and refert all 0....rs...tio are mmthfi of the Asoodatlo II a, provided in Ailicle IU, 6cc, .don1, f.

(III "Front L1.t Lim," thall mean and refer to that aldo or the lot that 1 oudlet the county road; in the event !bat the to1; a CIDIIIer 101, III roal man IID4 refu to the shones! & Ide of lo1lhattOGcha lhvQJWIIJ road.

. · AR'tlCLE II

RCPERTY SUBJECT TO TIIIS D&CLARATICH: ADDITIONS._THERETO

ti\7! Ic: 'Itila1 Property. The real y ...tilcb It, at 'li! this Declaration, Is located In the TOW111Mp lat a Lake,

Osceola Cuunty, Michigan and it more panlcubrly described u

ROSEU.KE FOREST

O

bcinr a subdivision pan Or Scctwi. 9. Tenniship 19 Nonh, JIJngc 9 Wesi, Rme LmTowmhlp,OraobComty,Midli-

all u·f which real iroperly 1hall hereInrfier be referred to u •:-:,,_ "E,dsdns l'n>pcrty.

Section 2₁ Additional Land, may become subject to this Dedu-

allon.

The -. iu lUCCCSIOn 1111d aaigns, Jhall has C tht right to bring.rdltional lands lucattd in Osce, Ja County, Michlpn, in 10 the SCMme of thil Dcdandon. \$uch pivposed addl-1lons, U made, I Imlbeccqc sublect to Utaffillation for their lct I tliarc or, Association expenses. I be Common Propertiet > rilliin ell Nch acldltlonr ball be dt, roted I., tlie mmon we and a Jc, yment qf all ownm OI r. nlet whldi -... hject lo lhla Dccbrallon, The DcYeloper 11 to bring Iddhional land Into the, Dedualion shall not be dd to bind the Dcttloper, ill IWZCAOT and ...,... To make the p!OpOkd Idditio, u or II> adhere to the acheme in any rubaequent dewlopillifflt of the Wili clacribed herein. In nu eYCnt. h -., mall web AUIPle-IIICfltary Dedualion revoke, niodlfy or ad4 to, the C:0-U, u criabllwd by thia Dedanlicm widim the existing froperty,

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Membenhlp

person or enllty who holds any equitable interell, inclwllni the Dndoper, in any lot or loll indulled within "The Prop" u herein 'defmed, whether u l 11/1 de ontrut vendee «-Cec holder bcina mbjcc1 to thac co--..1r. shall be aber or the cio 1 1 pt<mddd that any 111ch persa, i or endty who holdr llltb Interent merely u a security for the petformance or an abligation rhall n⁶' be a member.

Vo RIgl11s.

'Ille Associauo11 shall have one clau or *otins meinbcnhlp.
Voting members shall be all du,rc mcmbm who hold the Intor* When more than one person holds, uch in lerer1 or InIUCrII In any lut Inaid Properciet, allauch pmons wll be members and -- WCIIC tor cacb IIICI, Wt .i,ali be aacbcd U 1bey.-11g Illomc|Va detennine. Ead, member shall be <code>st11itled</code> IO one 'lOte for nd, lot 'bat be OWIII « in ..t,lcb hcVMIU in fee or in wbicb be hat an Inleral11a land coalrael pwdwer.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES AHO PARKS

Mcmbera' Easements or Enjoymen 1. SubjCCI to the proYUlons or Artlele IV in Scellon 3, ••¢IV mcmbei, hall have rigbl and can\(\text{IIICH} \) of enjoyment 1 \(\text{\$\text{\$\text{\$\text{\$\text{\$w\$}}\$}} \) of the Lebel of the label be appunenont 10 and shall pas \(\text{\$\text{\$w\$}\$} \) if the title to every Original Lot.

l;j

M

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

- (a) the rights of the AaJcialion to take such at,ps u ,,,, ra,o,iahly accamy to prvICCt die above drseribed propeuct apb,11 ferred01UTC;and
- (b) 1be rlsht of the, Association, u providtd in-iu Arlidea and lly-lawl, 10!WirClld the enjoyment rla,,11 ut any member (or any ecrtod dun"!! Which any am,nment rezna)ns unpaid, and for my period not to eiteced thirty (SO) day! for any lntraclion of Ill pub61htd rules and regulatlllns.

ARTICLE V

COVENANT FOR MAINTIEHANCE ASSESSMENTS !mm.!, Crnlfon of the Lien and P....-1 Obrlgatiuo er

1bc Developer, being lhc *owner* of all The l'ropcnlcs, hue-II IIMI ada suhfcqtlfllt owner by acapwi« of **a** • by -II

d tbcRlosj ther or not h shall be expecaed iaaa) such deed oreon, yame, ba dee med. to_, and agree to the Auocialion: (I). Annual &McSSIllrila or c:lwp; (anftUI IISCSAIICDD, ther withsuchin1emti, aon.al Casts of c:allectioa thacof as bemnafter pnmdcd, shall be a clwp om lhe land and dwl be willing liai the propaty against Which cach uting.calis made. Each IUch 1, tug.the, with suith inraat tremm, inda,110 reollection thue-0£ u hffciJlafter shill be a charge on the land and shall be a cullin111ng.llcn1jullla pruperlilapiasl which each uch -1 b made. EKh 'such omessimen, togelher with such bltCR\$t thacol1 and col1 ufcollecuoit the:roofu haelnater profided, shall also be the pmon.J obliction, the person who wu th<0 where of such properly at life time when the --, felichle. tbcRlosj ther or not h shall be expeased iaaa)'such .

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n...q11ocu111 forany ICC!on aulhorlzed by Section 1 hnd I imof .Wlie1.ifollow&.

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I'wincom|||X at any meelillg. another meethlt may be called, |
Illibjeq to ihe notice reqwrent Clll u set (Grhln Section 4 and &, Ind the required quorum at any auch lubocquent meeting shall be gite luff of the FCAULTCI quorum the interfect Collicion is considered. shall be one-lulf of the [CaulfCd quon&m at die p(eCCCii• picci• 'Ing. p-'ded tbll np such subsequent meet.Ins shall 6ci bdd moretban.tlxty (60) followinJi thcp«mfmg ling.

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: he fixed ill the .Jtcsolution a'!lhwwng lllCh I.

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shall be kept In the uffice. of the Aosuclation und shall be optn to cllon by any owner:

Written notice uf the umsment shall thereupon he senl to-!"bJffllhcrero. . cmy -

Utect lllNon•Paymenc ol mcn1:

enonal Obligation of the Owner: The Lien; Rcmr:dic:s ot Anocial wn. Ir the -II a.re n.01 paid on lht>date wl,a,

ot Anocial wn. Ir the II a.re n.01 paid on lht-date wi.a. due(bcina the dates specif'ied in Scaion 7 beleol), ticn thenoem and cuoc of collection theoch 1.1 bremwer prenided, tbCR-becoming a CtHllmlung lien un the properly which shall bind ouch pn.perly in lhe liandt of the then Dwnft, IIU hdn, dnRa, ponemit teptaentatives and gnt. The penonal obitga.lion ur the chen owna to pay sud), ulCillDCnt, IIO-, abaU remain hil per I onal obits' !lion for lhe I I a lutory period ind shill not pan Io hit IUCCffIOR in lille unlell e&ptC1\$\frac{1}{3}\$! UlIIIQd by lhenr.

Ic the wessmetit is ett widli lihiriy (SO) dayutier the dnq, date, a ly fee llOI 10 cuecd \$2.00.shlli be added ihereso ond rom lha& date Incetat ti thr rue ol lix (61).ee, annum may be added to &he ddinquenl bal. aria, and pawly and the Association may bmg oo actipr, at law against the owner personally ol>lipted lopay du. of 10 foreclose lhc lien apinst the p. nae blallbe addi:d to sudt asscesmenl, ddinqumt Ice and 101etac an4, the-c,m al fille()Uing..., dfiling C..mplilinl in such action uiil ln.tlu:£VCnl that Jacksmenl &hall include intelest 01 the tolal amount ... d,o.., provided and ICUO!Ublo all omeyh ct 10 be fixed by the ..., fosiolhn with lhe eus11 or th 1ct011.

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Subonlinatloc\ of lbe Uni to Munpge1.

m of lbe——nts punldcd fcir lladn ihall be mbordlziue to llie Um of any n,onpge ur mottpga nuw « hcttafca placed "Pffl thepropmi,;s ndijcct to aaasmca1;piu-vidcd, IIOWCffl, lhal nd, wbordlnariun, ball apply only to Ille weuments wliich have become due-and payable! rior to a-sale or tlU'lsfcr ohudl property pv.nuant toa decree uf forcclonitt, c>r al 1y 01hn P'oettdlna In lieu of fo,cclosmc. Such s lle or. innsfoi ..., not relieve auch perly from liabilily f0, any assaancnts lhcrallcr bccomiilg due, nQr \(\Gamma, \). The lien Of uy sud, suh, equal 1 aaasment.

Smi<m-1.1, Exempt Pryperty.
--nieToilowing projKrty subjec* to this Dedaration shall be e.n.a.prd from lbt waamrnts, and Uen cruted haein, (a) 1111 properties to the extent of any e-mene orotha iniaut chercin dedicaled 111d aexptect by lht local lie authorit)' andd-ted to public IIKI (8) all Common Propatla ** defined in Anitle1, Secliun thereof; (c) all Pf<|Perlies < | Ilempted from taxalion by tilo laws of the State of Mich upon | m; them and to dic exient of auch lqal exemption; (d) all propertic OWMdby thae Dridot>a, Itsue, exi=<0 nand aulp_andliddby or my of themlor sale er resale,!nwdlnsany loll ...ttlch 1111y hnc beCft reacqllired by lhe OewlGper.

No1Wi1hslaluli"8 any .e.....ions haem, $_{110}$ land or i'!! $P^{\mu\nu}$ •• IIIODII devoled 10dwclllng IIIelhallbcacmp1 from said usestmen11, chuga er liens.

ARTICLE VI

MOBILE HOMES, CAMPERS & TRAILERS, FENCES AND MISCELLANEOUS

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

Section 2 All Caripen, thomper, Trailett, Teni. and Col., pmg l.al. Pm<nl, maf be:, >Nt u lempelmy dwelling on old, lors lng ut

Lucal Illd Sai.w.ltory •nd hulth laws an: uhsawd.

b. All l; tillily connections iff lemp1>rary.
c) The monuractun: of all IUCh eq. lpmen1 ..., inicnded fo, camping.

Section ,. I'lo convened uud<s, busn or fthida """" than ffliJlufaclute wu Intended. I... camping lball be allowed on the prupenics.

All Fences shall be crmed . &1 le111 75 rec1bad rnim fficTronilo1 llne and $20\cdot$ feet from dt< side lol line-111 dtc cwnl

of a comet IoL

(a) All renca slwll he ffll<c .. \(\frac{1}{2} \) (c,ccl or 1.f material tD Imd harmony to the 1opc,pphy of lhc 111rrounclin1 lanclstape Alch \(\cdot \) usluubs«bedaa-

(b) No fence is lo be om: S6 lnchct ln height.

Scclion 5. No plaucd lo1sh:111 be funhet subdmdcd.

ARTICLE VII

BUILDING AI\!D USE LIMITATIONS ·

AU to11-not od,cr,,,,w specifacally clesignated "P.':"| a·
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used for ruideffliol purpola nely, and fl011 btat, cemmerdal.
• manufacturing enicrp >hall be etIndClCted oi, said premisc. Nu hullding IIAII beerected, "Itered, pla<eil urpenjul 1cd lu remain ofi any lot other than ente Ilnpfamily dwclUn(| IIOI exceeding Iwu and uno-balr Iturin in height, IUId. one prrate ganac or,,,,, +hed, ot combinadun garage and bual hull IIC for ramify aulun,clbHn and bum, in keeplna with the dwelling Io erecud;

s«liuA:!. No basemenL sh.ad gar•gr, barn or "ther uu1bullding · iliillr =iin]' Lime be USed.-• tc,lclen«, 1emponrily "" 11C11rlic, nut tllall on)" muc1 ure uv1 bullding in the pro«. of conslnlct/ \sim 11,he wed " a midence,

No lot shall be used ur maintamcd **u a** dumpins grawld-fur rubbish. Trull, Pt or <11hcr w.ie wU 11UI be up1 uap1 ln a wtltuy conialner, All iDe:meraton ... other cquli,... t fur lltc llona,<: or dl!P,oial of 111ch maUtbl t!wl be kepi hi a dnn mcl-1tuy CO'dtG011.

No •For Sm" lip ... advenislng clevice of 111y kind llhal1 be oil any lul except on a new mldcncc p...viously unoccupied which is offered by the developer or bwlder. Enumatical pant for l'Clilloffl of such oiolation shall DOI be

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« Cunpin camper uni, or Int aball be located on my pn.pcny nc:&rc.-tlw, 75 feet to the front pilltiaty line or narif til 11 20 feet o'n any side luect Uu. No bwfdins, catnor unit or tenuball be located pages the 10-res

cathor unit or tenuball be localed nearer than lOpacx:nt to the width of the property on which tudl buildillig.

camper unit or tenlis lo di to any llefdme, t Lhaft allike foul 111 immnm, lde yard thall be permitted for a gange or other j)e!mitted KCalOI' bwlding - "lcb is atcd towird the name the

• a of die buildlilg pro.ided,-herwewu, tlu.t tbls shall be aimtNed ti> pamli any pordDll of the dlng tocaa.... h
... adjolnlng propet11.

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- ;;ii, dC tub and dnln fields dr, wdl
in1tallatlom illecling the n:qwrcmcnta of the Michigan Slate
Baudoflteallh.

Any owner of real property in plau uf Rose Lake P'ura1 lhall the ri!!,ht lo pnnecute any_pr gs atbw or in "!WIY apmsl any pmon ... pmo111 viulating GT attempting to -riolate "d4" any co-cnanl eoniain
d hemn. cilh« tu prewnt him 1.r 111c111 from doing so ur lo recover damage, or othu dua for ll&da :!1 viulatio. 11\hlidation of 1111y one or the K cownanll by _{ndgf-ment e-r cuun order lhall in no wsy affect any other pruvis1ona, N which 11\all remain in Cull rorce and effect.

The foregoln1 Building and Uoc Limi1atio111 shall not apply to "" the Commol 1 Properlin.

Nodca. Ally nollce reqwrcd 10 be1cnt to sny man, or owner unclcT The pruvbloftl of 1h11 Declaration \$hall dccntcd tu haw been prollerly sent when 1111.ilrd, potfpaid 10 the lut knuwn addrcH ul ihe penun wbi, appeart u membe; or 1•n the rm>Nb or the AJjociation al the rime or 111ch malling.

- .En nrcc-t. Ectlun:emcnl uf these w,...rnaat, and ollill 1M by any p,-ding at law or 111 equity ogsmst any person,... penon 1 violalhig orattempting to, iulate "Y o, ratricllvn, euherto, alrahulolallon er recum damaga, 111d aplme I.he laild to aaforce any Umcreated by these mmwttt; I.U1 In: 6y1 hc: Aaoclatlon or any - 10 cnlorce any commant or ratriction bCrCln cunlillaed shall In nonail be deemed a Wilttr of the right to do oo thneafler.

-6-

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

ARTICLE VI:II

HEALTH RES'1'RIC'1'IONS

Cl) 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 bas made application to the Central Michigan District Health. Department, Re d City, Michigan.

) Sewage dispo sat 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 B layer before a water aquifer is used.

ARTICLE IX

LIGHT RESTRICTIONS

No street light or mercqry 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 ±nstailatioir.

Witness:

| -?e:. | <u> </u> |
|---------------------------------------|--|
| <=(:) | |
| Charles v. Rambeau | Allan D. Wood |
| Rollen A. Girdley | Lydia E. Wood Lydia E. Wood |
| Zharla Vi Ram Bram Charles V. Rambeau | Haymond a Schiepke |
| | *Martha J. Schipper Martha J. Schipper |
| | • |

On this /o-Hi day of /vJA- e# , 1976, before me personally appeared AllanD.wood and LydiaE.Wood and RaymondA. Schiepke and Martha J. Schiepke

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

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

My Commission Expires septemberll.,--1978

liBtR 327 i:4C.:413

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

<u>c:?£4, \$ -</u> Charles V. Rambeau Notary PUblic Oakland County, Michigan

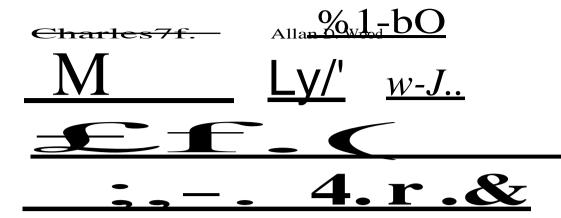
My Commission Expires . September 11. \cdot 1978

| Witness: | |
|-------------------------------------|---------------------------------------|
| Marka II Kamham. Charles V. Rambeau | Man D. Wood |
| Rollene A. Girdley | Lydia E. Wood Lydia B. Wood |
| Zhan T. Rombian Charles V. Rambeau | Xfoster L. Vancy |
| Rollene A. Girdley | Helen K. Yancy |
| | and Lyd ia B. Wood and Helen K, Yancy |
| | s described in and who executed |
| | Charles V. Rambeau N"otary Public |
| | Oakland CoUJ.?,tY, Michigan |

My G:onunission E'xpi:C"es September 11 $_1$:1978

111J[f(327 i:4&.:416

Witness:



on this $\underline{\textit{Q}} < \underline{\textit{3}} \, \underline{\textit{1D}}$ day of $\underline{\textit{A...} \textit{A.Aeii}}$, 1976, before me personal 1y appeared $\underline{\textit{Al}} \, \underline{\textit{l-a}} \, \underline{\textit{n''}} - \underline{\textit{D}} \, \underline{\textit{w}} \, \underline{\textit{voo}} \, \underline{\textit{d}}$ and $\underline{\textit{Lyd}} \, \underline{\textit{ia}} \, \underline{\textit{E. Wood}}$ and $\underline{\textit{V...} \cdot \underline{\textit{l.n.}} \, \underline{\textit{c...n.,it}}} \, \underline{\textit{J...}} \, \underline{\textit{Adragna}}$ and $\underline{\textit{Elaine}} \, \underline{\textit{F. Adragna}}$

to me known to be tlie persons desgribed in and who execu ed the foregoing instrument and acknowledged that they executed the same as their free aot and deed.

Charles V. Rambeau
Notary Public
Oakland County, Michigan

My Commission Expire&' September 11. :1978

Witness:

On this <u>/.:i-rlf</u> day of \underline{Mll} Allan D. Wood lyappeared

1976, before me personal-. Lydia E.WOOQ. and and ·

Lester F. Wade

and <u>Lorene</u> A. Wade

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

Oak and ounty, ichigan

My Commission Expires September 11, :19.78

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| Charles V. Rambeau | Allan D. Wood |
|--------------------|---------------------|
| Rollene A. Girdley | Lylia & Wood |
| | |
| Charles V. Rambeau | X Joseph W. Jambeck |
| Rollene A. Giroley | × Mary ann Zambeck |
| Rollene A. Giroley | Mary Ann Kambeck |

on this /). dayof (i7IJ,t.a,.ff), 1976, before me personally. appeared Alla·n D.. Wood; !nd · Ly ia E. ·wood .and Joseph W. Zambeck and May=.i.....An=..Zam h e c...k

to me known to be te persqns described in and=.who executed the foreqoing instrument--and a.cknow-le(lged that they executed the same as their free act and deed.

Charles V. Rambeau Notary Public Oakland eounty, Michigan

My Commission Expires September 11, ·1978

| Thack ? Kamkan | allanD. wood. : |
|--------------------------------------|--|
| Charles V. Rámbeau | Allan D. Wood |
| Rolland A. Girdley Thank It Rambian | Lydia E. Wood Lydia E. Wood ** Kleane D: Cleanel 0 |
| Charles V. Rambeau | Mario DAMARbro |
| Rollens Deraley Rollens A. Girdley | V // |
| | · |

on this <u>tlanb</u> day of · J4A;Rt! ti , 176, before me personally appeared. Allan D. Wood · and Lyd ia E. Wood and Mario DiMambro and ______ and _____ Srly J. DiMambro

to Me known to be tpe persons described in ancf who executed the foregoing instrument and ac:knowledg that they executed the same a their free act and deed.

:7..-..A?t<t?:::
Charles V. Ra beau
Notary Public
Oakl nd County. Michigan

My Co mission Expir s september .11,---978

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| Thank to Rambiau Charles V. Rambeau | Allan D. Wood |
|---------------------------------------|--|
| Rollene A. Burdlay Rollene A. Girdrey | Lylia E Wood Lydia E. Wood |
| Link I Rankau Charles V. Rambeau | Xlehuli, 17, Washburn Charles M. Washburn |
| Rollens A. Girdley | $\underbrace{1 - Lz.1d}_{\text{Lillian Washburn}}$ |

On this $(\cdot:?)$ "7//I day of \cdot ./4"1RCfl , 1976, before mepersonally appeared All anD. wood and Lydia E. Wood and -Ch=arles;;...;M.;....;wa.shburn-and LillianWashburn to me known to be tl\9 persons described in and who executed 1:he foregoing instrument a"ld acknowledged that they executed the same as their free act and deed.

Charles v. Rambeau
Notary PUblic
pakland county, Michigan

My Commission Expires Sept mber 11. ·1978

Witness:

| <u>dz4;z</u> | allen D. Wood |
|---------------------------------------|--|
| Charles V. Rambeau | Allan D. Wood |
| Rollene A. Girdley | Lydia & Wood Lydia E. Wood |
| Charles V. Rambeau | X Howard A. Wilber |
| Rollene A. Girdley Rollene A. Girdley | × Phyllis E. Wilber Phyllis E. Wilber |

on this $\underline{/ST}$ dayof $\underline{tll,u.cH}$, 1976, before me personaJ.ly appeared Allan D. Weod and $\underline{LyiaE. Wood}$ and $\underline{Howard A. Wilber}$ and $\underline{--P-h:: Y...:l...lisE. Wilber}$.

t $\,$ me known to be tl\e persons descr-ibed in and who executed theforegoing instrument ad $\,$ acknowledged $\,$ that they e cuted the same as their free act and deed $^{\bullet}$

Charles V. Rambeau

Notary Public - Oakland County, Michigan

My Commission E'xpires -September 11, ·1978,

UBER 327 HATE 421

Charles V. Rambeau

Charles V. Rambeau

Allan D. Wood

Lyd E. Wood

Charles V. Rambeau

John A. cPhee

WC:;

Ti:ifcPhee.

UlieA. McPhee

On this (Stt) day 0:E 41-+&cu , 1976, beforemepersonal-

ly appeared <u>Allan D. Wood</u> and <u>Lydia E. Wood</u> and <u>John -i. McPhee & John H. McPhee</u> and . · <u>Tillie A. McPhee</u>

to me known to be to persons described in and who executed

to me known to be te persons described in and who executed the fOJ:egoing instrument and acknowledged that they executed the same as their fl:ee act and deed.

Charres v. kambeau Notary Public Oakland county, Michigan

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Charles V. Rambeau Notary Public Oakland County, Michigan

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<u>· Joseph·Miron</u> <u>--</u> and <u>Mary E.. Miron</u>
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Notary Public
Oakland County, Michigan

My Commission Expires <u>sep-ember</u> MI-4-1_9_7_8

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Charles V. Rambeau

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Charles V. Rambeau · Notary Public Oakland County, Michigan

Wood and Lydia E. Wood and

and - Suzanne A. Feehelev

My Commission Expires September 11. 978

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| Charles V. Rambeau | Allan D. Wood |
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Charles V. Rambeau
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the foregoing instrument and acknowledged that they executed the same as their free acb and deedr ·

Charles V. Rambeau Notary Public

Oakland County, Michigan

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

Charles V. Raillbeau
Notary Public
Oakland County, Michigan

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Chqrles V. Rambeau Notary Public Oakland County, Michigan

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and

Charles V. Rambeau

Notary Public

Oakland County, Michigan

My Commission Expires se AA emb.e-r....,11,..., 1978

| Witness, . | |
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This instrument drafted by Allan D. Wood, 2405 N. Main, Royal Oak, Mich.

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areas other than that owned by the lot

Dated this

litness

Si-D. Wood

COUNTY OF OAKLAND The foregoing instrument.was acknowledged before.me this .--i..../day of $\leq \frac{f'A''Y}{f'A''Y}$, 19¥1>1' Allan D. Wood and L ia . ia . Covert, Notary Public

My Commission Expires .C-1/-

STATE OF MICHIGAN

This instrument drafted by Al.lan D. Wood, 2405 N. Main, Royal Oak, Mich.

Reci1ved <u>1.:1,..a</u>

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IUTOW AU. NBN BY THBSB PRBSBNTS: That PINE RIVER TIMBER COMPANY.
        a Michigan Corporation,
        ..-.., u, 1a Rt. 1, BOX 51, Lynnville, TN 38472
         C-.... UM WUNAU to ROSE LAKE FOREST PROPERTY OWNERS ASSOCIATION
               1tlect.....,-s poatoAb ecklraa la P.O-. BOX 64, LEROY, MICHIGAN 49655
    sndHorthForestPark; InnerPark and Southwest Park; GreenPark, Red Park, Blue Park and Brown Park; Point Fark and East Park; Yieadowview Park, Yildwood Park, Pine View Fark, wilderness fark, Leisure Park and TamarackPark; Lone Oak Park, Lone Fine Park, Maple Yood Park, Theta Park and Tau Park; Beechwood Park and Timberline Park; Oakwood Fark; Forest View Park and Pine View Park; "according to the recorded plats of SOUTH ROSE LAKE FOREST, SOUTHYEST ROSE LAD: FOREST, ROSE LAKE FOREST SHORES, ROSE LAKE FOREST BEACH, ROSE LAKE FOREST HILLS, NORTH ROSE LAKE FOREST HILLS, RCSE LAKE FOREST KNOLL OUE, ROSE LAKE FOREST KNOLL TWC, ROSE LAKE FOREST VALLEY and ROSE LAKE FOREST SLOPES.

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                          and reserving unto the Grantor all mineral rights.
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                    GR.AlfrEE
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                                                                                                 Rt. 1 BOX 51 -
                                                                                                 Lynnville, TN 38472
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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 MANU St., Reyal CAL, 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 maintenance of said pagks, playgrounds, open spaces and other common facilities; and, to this end, disires 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 1

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 sasigns, by land contract or by deed but shall not include Common Properties as heretofure 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. : 2
- (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 mortgager except if the mortgager has acquired title pur-suant to foreclosure or any proceeding in lieu of loreclosure.
 - (I) "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

ROSE LAKE FOREST

being a subdivision part of Section 5, Township 19 North, Range 9 West, Rose Lake Township, Oscoola County, Michigun

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

Section 2. Additional Lands may become subject to this Declar-

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

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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 tinte 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 (8) years from the date of the recording of this document, who 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 assetment remains unpaid, and for any period out 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 Chligation of

The Developer, being the owner of all The Properties, here-by covenants and each subsequent owner by acceptance of a

deed therefor, whether or not it shall be expressed in any such 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 Associations (1) Annual assessments or charges; (2) The annual assessments, together with such interest theron 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, asfety 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 S. 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 but, 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 stea, management and operation thereof. In no event shall any assessment or charge or special assessment as provided below he 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
5 hereof, the Association may kevy 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 duty 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. set forth the purpose of the meeting.

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
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 proxics, 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 kent in the office of the Association seathful. 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

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 sassessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been vaid.

Section 9. Effect of Non-Payment of Assessment.

The Personal Obligation of the Owsier; 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, thereinpoh becoming a continuing lien on the property which shall bind such property in the hands of the then owner, the heira, devices, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, thall 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 persent (6%) per mnum 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 foreclose the lien against the property. There shall be added to such assessment, delinquent tee 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 foredesure, or any other proceeding in lieu of foredesure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. Exempt Property.

The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

(a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article 1, Section 1 hereof; (c) all properties exempted from taxation by the laws of the State of Michigan upon the terms and to the extent of such legal exemption; (d) all properties owned by the Developer, its successors and assigns, and held by them or any of them for sale or recale, including any lots which may have been reacquired by the Developer.

Notwithstanding any provisions herein, no land or improve-ments devoted to dwelling use shall be exempt from said asses-ments, 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 re-

(a) All shall have tongues removed or covered in a decora-

uve manner.
(b) All shall be immediately placed on a foundation or skirted.

skired.

(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 per-pendicular 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

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 stall 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 survise 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 crebted.

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 atructure or building in the process of construction, be used as a residence.

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Any owner of real property in plats of Rose Lake Forest shall law of the right to princetus any penceredings at law of in equility experience any concerns contained foreth, either to prevent thin or them say coverant contained foreth, either to prevent thin or them from doing so or to recover damages or other due for rate of each of these coverants by judgment of the court orders that in no way affect any other provisions, ment or outer orders and effect any other provisions, and their states of the coverants by independent of the court orders and effect.

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

Section I, Duration. The covenants and restrictions of this Declarion shall insure to the bearlon shall insure to the bearlon shall insure to the bearlon shall insure the owner of any land subject to this Declaration, their respective legal of such states and subject to this Declaration, inconded, states which impresses the successors and sasigns, for a term of lower-ty years from the delice this Declaration is reconded, states which interest and coverants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Developer the owners of two-thirds of the fols, and periods of the Developer of the successors and teatrictions in whole of in part. Frogenize said covenants and restrictions in whole of in part. Frogenize to make an extended three (3) years in part. Frogenize and covenants and restrictions in whole of in part. Frogenize to make and teatrictions in advance of the conference of

Section 3, Notices. Any notice required to be sent to any mem-ber 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 the last known address of the Association at the time of such mailing.

Section 3. Enforcement of these cuvenants and section 3. Enforcement of these cuvenants as equipment of the persons under settlempting to vibiate any persons to persons voluting at law or an equivalent or restriction, either to restrain violation or recover damages, and against the land to enforce any place restriction berein contained stall in to certose expressible to testing on the property of the person of the stall in the contained stall in the stall in the contained stall in the contained stall in the contained stall in the contained stall in the stall

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, steept line dies, este or other house-hold egge, este or other house-hold egge, may be kept puwdded hast livey are not kept, bred-or maintained for any commercial purposes.

No lot shall be used or maintained as a dumping ground for rubblish, Trash, gatoage or other wate shall not be kept except in a smilusy container. All incincrators that lot kept in a dean the storage or disposals of such material shall be kept in a dean and smilusy condition.

No "For Sale" sign ar advertising device of any kind shall be streeted an any lot except on a raw tradence previously unaccuped which is officied by the developed which is officied by the develope while lot for removal of such violation shall not be regarded as trespass.

The purishe finishing of all buildings must be completed within one (1) year after construction has started, and no suphalt shingles, imitation briefs, building paper, insulation housed or sheathbut or similar non-exterior materials shall be carefor limits to non-exterior materials shall be carefor limits about any such building; exterior limits shall be wood, asbestos shingles, siding, logs, briefs, stone or construct.

Every dwelling house shall have not less than T20 square feet of enclosed living space exclusive of porches, discessways, carports, patios, pool sreas, garages and other accessory uses.

Section 2, Building, blobile Home or Camping Location. No building, mobile home, camper unit or tent shall be located on building, mobile home, camper unit or tent shall be located on sary property searer than 7.5 lect to the front property line on located the sacret line. No building, mobile home, camper unit or tent shall be located nearer than 10 percents it to the which of the property on which such building, mobile home, camper unit or tent is to be placed nearer than 10 percents it of the property is which such building, mobile home, camper unit or tent is to be placed to any sideline, the located that a function of the property. For the purposes of this case a part of the building property, loc the purposes of this better to the building property. For the purposes of this better to the building provided, however, that this shall not be construed to permit any portion of the building to encrosed approach of the property.

Section 4. Each permanens residence shall maintain only inside samitary to then with reptic tambe and drain fields or dry well installations meeting the requirements of the Michigan State Board of Health.

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Sewt"bilitr. Inv4lid.a-uun u("')' nn "t1hnc tol,• mm11 or rr-1tric1iun1 by j\Sdgmmt ur cuun vrda th.Ill in nu wilc &fffft, nyulhn pnwkiuda which ""11 nmai.fi in lull f,u,rc-t .andclCcct. DATED - ll'obrwu-y 21, 1972.

Wiu,-,,:

Thb inatrwo.mt drattod b;r All.an D. Wood, 240.5 11, Ilaln, R07al Oak, H1chi 4807S

-7-

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 determing location and specifications for individual septic systems.

| Dated this: 29TH day of October 1973 |
|---|
| Signed in the presence of: Signed by: |
| Think V. Rampean allan D. Wood |
| Charles V. Rambeau Allan D. Wood |
| Radene a. Gurdley, Lyba E. Wood |
| Rollene A. Girdley Lydia B. Wood |
| (JEFFREY CRAFT) Officer Cuft The Dord & Flacin. |
| Theodore J. Bacalis |
| MICHOGA CCRAFT) Michaele. Craft Cleans M. Breilis |
| Eleanor M. Bacalis |
| STATE OF MICHIGAN) SS. |
| County of OAKLAND) ss. |
| The foregoing instrument was acknowledged before me this |
| 29TH day of October 1973 by |
| ALLAN D. WOOD AND LYDIA E. WOOD, THEODORE J. BACALLS |
| AUD CLOSUS R. M. BACALIS |
| Thanks Vi Kamkan |
| CHARLES V. RAMBERS NOTATY Public, OAKLAND County, Michigan |
| My Commission expires |
| OCT: 18 TH. 1974 |

UBER 310 PAGE 533

UBER 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 29th day of Oatober, 1973

Signed in the presence of:

Signed by:

Charles V. Rambeau

Charles V. Rambeau

Allan D. Wood

Allan D. Wood

Allan D. Wood

Allan D. Wood

India E. Wood

India E. Wood

India E. Wood

Theodore J. Pacalls

STATE OF MICHIGAN

STATE OF MICHIGAN

COUNTY OF OAKLAND

SS.

Signed by:

Si

The foregoing instrument was acknowledged before me this

29TH day of October, 1973 by Allan D. Wood and
Lydia E. Wood, THEODERA J. BACALIS, AND ELBANOR M. BACALIS.

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

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 | ng authority in this |
| matter, hereby releases the above named restriction. The Central Michigan District | Health Department |
| Date 3/1/78 Signature Michael Ulri | Ruh RSi |
| Subscribed and sworn to before me this day | |
| Linda Baku Notary Public, 0 | sceola County Hichigan |
| My commission expires ///4/80 | • . |

HEALTH RESTRICTIONS FOR "ROSE LAKE FOREST" Being part of the East & of Sec. 5. T 19 N. R 9 W. Rese Lake Temaship. Oscools County, Hichigan

- (1) We person shall begin construction of or make major repair to any soptic tank, septic teilet or sub-surface disposal system until the owner or his representative has made application to the Contral Michigan District Health Department, Reed City, Michigan.
- (2) Sewage dispesal systems shall be constructed on all lets in the locations which has been indicated by the designer on the preliminary plat.
- (3) Lets 53, 54, 55, 77 and 91 cannot be built upon or sewage systems installed until such lets are-developed to the entiofaction of the Central Hichigan District Health Department, Reed City, Nichigan.
- (4) Each Well drilled in this plat must pen through a clay layer before a vater aguifer is used,

| Estat signitat ve apar | • |
|------------------------------------|--|
| MICHAEL C. CRAFT JEFFREY A. CRAFT | Allen D. Wood Allen D. Wood Lydia E. Wood Thocher J. Bajalis Elence H. Bacalis |
| Public in and fer said County per | Kamplell Oakland County, Michigan |
| Date Mici | Mikel Ilbud A5. hael Ulrich, Environmentalist tral Richigan District Health Department d City, Nichigan |

AMENDMENT to Declaration of Restrictive Covenants by Pine River Timber Co., whose address is 124% North Mitchell, Cadillac, Michigan

The land affected by the following Amendment is all of that land which comprises the East 4 of Section 5, Rose Lake Township, 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 rights it may have as a Developer or Builder; to place a "For Sale" sign or advertising devise of anykind. Such right having formerly been reserved under Article VII, Section 2, Paragraph 3, of the above mentioned Declaration of Restrictive Covenant.

Dated at Flint, Michigan, this 24th day of March, 1976.

WITNESS:

of orac c.

Roger C. Covert

.....

Lorna J. Covert

Allan D. Wood, President

Pine River Timber Company, a Michigan Corporation

STATE OF MICHIGAN)

) ss

COUNTY OF GENESEE)

On this 24th day of March, 1976, before me, a Notary Public for the County of Cakland acting in the County of Genesee, personally appeared Allan D. Wood, to me personally known, who, being by me 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 corporation 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 . Covert, Notary Public Oakland County, acting in Genesee My Commission Expires: 5-4-76

When Recorded Return To: Attorney Roger C. Covert 142 West Second Street Flint, MI -48502

Drafted By:
Attorney Roger C. Govert
142 West Second Street
Flint, MI 48502

REGISTER'S OFFICE SS DAY of MAA 926 OSCEOLA CO. MICH. SS DAY of MAA 9260 AM

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 Township, 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 Allan D. Wood, President Pine River Timber Company, a Michigan Corporation .

Lorna J

STATE OF MICHIGAN)

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, personally 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 corporation 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, Notary Public Oakland County, acting in Genesee My Commission Expires: 5-4-76

Received 5th REGISTER'S OFFICE SS Day of May 1976 Elia C. Edstrom Register

HEALTH RESTRICTIONS FOR " EAST HOSE LAKE FOREST "

Being part of the East & of Sec. 5, LIBER 310 PAGE 484 T 19 N. R 9 W. Rese Lake Township, · Osceela County, Michigan,

- (1) No person shall begin construction of or make major repair to any septic tank, septic toilet or sub-surface dispesal system until the sumor or his representative has cade application to the Central Michigan District Health Department, Reed City, Michigan,
- (2) Sourge 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 lets 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.

| Hitpospe Ngin rens Light R. VIEIRG Light L. Kandled CHARLES V. RAMBEAU | Alland Wood Allan D. Weed Tylia E. Wood Lydia E. Weed |
|--|--|
| STATE OF MICHIGAN) SS | - |
| | BER, 1973, bosero po, a Notary |
| Public in and for said County persons | lly appeared Allan D. Wood and. |
| Lydia E. Weed, to us known to be the | persons who executed the feregoing |
| instrument and soknowledged that they | executed the same as their free |
| act and deed. | |
| Notary Public <u>Hacky It Anna</u> Charles V. Ran | www Cakland County, Michigan |
| My Commission Expires October 18, 197 | 4 <u>.</u> |
| ************************ | |
| The above stated health restrictions | are hereby approved by the Central |
| Michigan District Health Department. | Reed City, Michigan. |

approved as to former & Content

Date

Michael Ulrich, Environmentalist

Richal Illriad

Central Michigan District Health Department

Reed City, Michigan

Received 31st REGISTER'S OFFICE SS Day of Jam 19 74 At 3:00 P.M. Elva C. Edstromi Register

DECISTERS OFFICE OF THE TAIL MAR -78

ADDENDUM TO RESTRICTIONS

| , | • |
|--|---------------------|
| Fo Whom It May Concern: | |
| Health Department restrictions for lots 9, 19, 20, 52 | , |
| as recorded in Register of Deeds Office Osceola County, liber | 3/0 |
| page 484, are no longer pertinent to the development of _ | East Rose Lake |
| Forest | <u> </u> |
| The Central Michigan District Health Department as the controllin matter, hereby releases the above named restriction. | g authority in this |
| Date 3/1/78 The Central Michigan District Signature Michael Ulri | brut RS. |
| Subscribed and sworn to before me this | 08 March 1978 |
| Landa Caulana Notary Public, Os | • |
| Linda Backus | |
| My commission expires ///4/80 | • |

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 Mbin St. Zoyke 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, disires 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. ma:536

(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 di 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 sasigns, by land contract or by deed but shall not include Commun 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 mortgage except if the mortgage 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 Rost Lake,

Oscerola County, Michigan and is more particularly described as

ROSE LAKE FOREST

being a subdivision part of Section 5, Township 19 North, Range 9 West, Rose Lake Township, Osbeola County, Michi-

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

Section 2. Additional Lands may become subject to this Declar-

The Developer, its successors and assigns, shall have the right to bring additional lands located in Osceols County, Michigan, into the scheme of this Declaration. Such proposed additions, if made, thill 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 satigns, to make the proposed additions or to adhere to the scheme in any subsequent development of the land desorthed 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

Section 1. Membership
Every person or entity who holds any equitable interest, including the Developer, in any lot or loss included within "The Properties" as herein defined, whether as land contract vended 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.

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 80% 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 live (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 beriod during which any assessment remains unpaid, and for any period not to excéd 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

The Developer, being the owner of all The Properties, here-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 in covenant and agree to pay to the Association: (1) Annual assessments or charges; (2) The annual assessments, together with such interest theron and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing llen 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 persunal 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 pulpose and related to the use and enjoyment of the Common Properties ituated 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 9, 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 lut, the assessment for the first but owned shall be \$15.00, but each additional lot shall bear an annual assessment of \$10.00. From all such assessments, the easociation shall pay for the cast 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

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 shall occure due and parable on the list day of April of each year. No adjustments or prorations of lirst day of April of each year. No adjustments or prorations of lirst day of April of each year. No adjustments or prorations of live Assessments shall be considered as paid in advance and thall be levied against any Original Los which is subject to this Declaration or Supplementary Declarations. The due date of any special assessment under Section 4 hereof shall due date of any special assessment under Section 4 hereof shall

Inc quotum required for any action authorized by Sections 1 and 5, and 5 hereo! shall be as follows:

At the first of shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereo!, the presence at elled, as provided in Sections 4 and 5 hereo!, the presence at the meeting of Members of the member ship that Constitutes a quorum. If the required quotum is not subject to the notice requirement as set forth to Sections 4 and shell to the notice requirement as set forth to Sections 4 and shall be to one-ball of the required quorum as the preceding meeting, provided that no such subjecture meeting shall be one-ball of the required quorum as the preceding meeting provided that no such subjecture meeting shall be one-ball of the topic difference and the preceding meeting.

Section 8. Quorum for Any Action Authorized under Sections 4 and 5.

Assessments.
Subjects to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and basts of the assessments lixed by Section 3 bereat change shall have the assess to favo-chirds (2/3) of the voting propose, to by proxy at a meeting day, called for this purpose, written notice of which shall be care to only associated for this purpose, written notice of which shall be called for this purpose, written notice of which shall be sent to only associated and the shall be called for this purpose, written notice of which shall be sent to only associated and the state of the state of

Section 5. Change in Basis and Maximum of Annual

the purpose of defraying, in whole of in part, the cost of any construction or reconstruction, unexpected repair or replace construction of a described explicit improvement upon the Common Properties, including the necessary futures and personal property related thereto, provided any such assessment shall have the effect of the two-inities (2/3) of the votes of all voling duly called for this purpose, written notice of which shall be sent to sall members at least thirty (30) days in advance and shall set to sall members at least thirty (30) days in advance and shall be to the form of the meeting.

If the assessment is not paid within thirty (90) days after the delinquency date, a penalty fee not to execced, \$2.00 shall be added theretos and from the date interest at the rates of the percent (65) per annum may be added to the delinquent balt and penalty and the Association may bring an action at law against the owner percentally obligated to pay the same or to foreduse the lien against the property. There shall be added to foreduse the lien against the property. There shall be added to foreduse the lien against the property. There shall be added to foreduse the lien against the property. There shall be seen and in the cost of the cost of a forest and the total of all and the cost of the cost of all and the cost of the standard and the cost of the standard and the shall be added the shall be added the shall be allowed to the cost of the section.

Section 9, Effect of Non-Payment of Assessment.

The Fersanzi Obligation of the Owner; The Lien; Remedies of Assessment bear on paid on the date when of Assessment are not paid on the date when que (being the dates specified in Section 7 hereof), then thereof and cost of collection thereof as hereinafter provided, there upon becoming a continuing lien on the property which shall bind such property in the fands of the then owner, his helist, beat anch property in the fands of the then owner, his helist, services and the continuing lies of the then owner, his helist that the then owner to pay and assessment, however, shall remain of the then owner to pay and assessment, however, shall remain out the then owner to pay and assessment, however, shall remain out the then owner to be successed to the steament of the statement of the s

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

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

to inspedition by any owner-Section 8. Dudes of the Board of Directors. The management, alliairs and politics of the Association shall be vested in the Board of the Mone must be a member of the Association in good standing. This number of Directors to the Association in good standing. This number of Directors and not less than six. The Board of Directors to of the Association shall prepare a roster of of the proper in advance of the Association shall prepare a roster of the proper stand assertment applicable thereto at least thirty (30) days that advance of such assertment of the doctors and assertment roster in the utilities of the Association and shall be open to infraction and shall be open

be fixed in the Resolution suthorizing such assessment.

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wise on the lot in a position of not over 45 degrees from per-pendicular to the toad at the front for line, unless otherwise approved in writing by the Association.

Section 8. All Campers, Trailers, Camper-Trailers, Teots and Camping Equipment, may be used as temporary dwelling on lots, so long as and State samitary and health laws are observed.

(b) All Utility connections are temporary.

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

·Rundauri

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

of a corner lot.

(a) All fences shall be made of wood or of material to lend harmony to the topography of the unrounding tandecape such as shunds or bedges.

(b) No fence is to be over 36 inches in height. Section 4, All Fences shall be erecited at least 75 feet back from the front for line and 20 feet from the side lot line in the event of a corner lot.

Section 5, No platted lut shall be further subdivided.

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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 butness; commercial uses the residential purposes only, and no butness; commercial user the or many on an arrange shall be estected, altered, placed or permitted to remain on any lot other than one ringle lambly dwelling too and non-half studies in height, and one purate exceeding two and one-half studies in height, and one praste family successfully with the dwelling so terrors.

Section 2. No issument, thack grauge, burn or other outbilding half at any time for used as a residence, temporarily or permanerily, now shall any structure to building in the process of construction, be used as a residence.

Section 10, Subordination of the Lieu to Mortgages.

The lieu of the assessments provided for herein shall be subordinate to the lieu of any mortgage or mortgaget numerages because the better the placed upon the properties subject to assessment; provided, however, that such abhordination stall apply only to the assessment; provided however, that such abhordination stall apply only to a said transfer of such property pursuant to a decree of locetourne, or any other processing in lieu of foredeaure, Such asle or any other processing in lieu of foredeaure, Such asle or any other processing in lieu of foredeaure, Such asle or any carrier and the lieu of the property from lability for any successing the lieu of lieu any track and the lieu of companies of the property from the lieu of any successing the lieu of the such subrequent assessment. tach subsequent assessment.

Section II. Exempt Property.

The following property tubject to this Declaration shall be careated from the statements, charge and lien created berein:

(a) all properties to the extent of my exercent or other interest the rinterest and extended from the content of the public sustance and accorded to public use; (b) all Common Properties as defined in Article; I, Section I treated (c) all properties are exempted from the rinter of such dependence exampted from a paration by the laws of the State of Michigan upon the terms and the content of such legal exempted in the properties are also the exampted from the content of such legal exemption; (d) all properties the major of the properties are also that the properties are also that the properties are also the example of the by the Development of the properties are also the content of such that the properties are also the properties are also that the properties are also that the prope

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

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MOBILE HOMES, CAMPERS & TRAILERS, FENCES

manners, (b) All shall be immediately placed on a foundation or ced. ZAÇŞ (a) All shall have tongues removed or covered in a decora-Section 1, All Mobile Homes, when placed on an Original Lot, that is considered permanent and thall meet the following re-califorms:

seurced.

(c) All that are less than 12×60 feet in size must be dark brown of order green in colors.

(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 (e) Mobile home location on the lot must comply with Article (e) Mobile home location on the lot must be placed length of the color of

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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. Truth, garbage or other waste thall not be kept except in a sanitary container. All incineraturs 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 un any lut 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 litte or nearer than 20 feet on any side street line. No building, mobile home, camper unit or tent shall be located hearer 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 statizary 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 faw 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, Iburation. 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 lost, subject to this Declaration, including all lost 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 stail be effective unless made and recorded there (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, postpald, 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 con-enants 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: Røllene Girdley

V. Rambeau

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.

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Thank Ve 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

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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 29TH day of October, 1973_

Signed in the presence of:

Charles V. Rambeau

Charles V. Rambeau

Allene G. Burdley

Rollene A. Girdley

Allan D. Wood

Zydia E. Wood

STATE OF MICHIGAN) COUNTY OF OAKLAND) ss.

The foregoing instrument was acknowledged before me this 29TH day of October, 1973 by Allan D. Wood and Lydia E. Wood

> 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.

| · | |
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| Dated this 297H day of October 1973 | |
| Signed in the presence of: Signed by: | |
| Thank & Rambean alland. Wood | |
| Charles V. Rambeau. Allan D. Wood | |
| Racene a. Burdley Lylia E. Wood | |
| Rollene A. Girdley Lydia E. Wood | • |
| • | |
| • | |
| | |
| STATE OF MICHIGAN) County of OAKLAND) ss. | |
| | |
| The foregoing instrument was acknowledged before me this | |
| 297H day of October, 1973 by | |
| ALLAN D. WOOD AND LYDIA. E. WOOD | |
| That I Dunkan' | |
| CHARLES V. RAMBEAU Notary Public, | |
| OAKLAND County, Michigan | |
| My Commission expires | |
| 0CT. 18TH. 19 74 Received 1st | |
| REGISTER'S OFFICE SS Day of by 19_1 | 7). |
| OSCEDLA CO. MICH.) SS Day observed at 11:00 a. | |
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KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,

Edward M. Knahusch, and his wife Henrietta Knahusch; and Allan D. Wood, and his wife Lydia E. Wood,

being the present owners of the following described property in the Township of Rose Iske, Osceola County, Michigan, to wit:

All the lend 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, disires 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 exhiling 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 delined or hany 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.
- (c) "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 mortgage except if the mortgage 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

ROSE LAKE FOREST

being a subdivision part of Section 5, Township 19 North, Range 9 West, Rose Lake Township, Osceula County, Michi-

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

Section 2. Additional Lands may become subject to this Declar-

The Developer, its successors and assigns, shall have the right to bring additional hands 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 enjoyinent 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 auccessors 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 lust 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 shell 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 emitted 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 5. 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.

essments.

The Developer, being the owner of all The Properties, here-covenants and each subsequent owner by acceptance of a

deed therefor, whether or not it shall be expressed in any such deed therefor, whether or not it shall be expressed in any such deed or conveyance, be deemed to covenant and agree to pay the Association: (1) Annual assessments or charges; (2) The annual assessments, together with such interest theron 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 [ell 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 labort 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 assignt, 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 absessments, 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 5 hereof, the Association may key 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 prop-Properties, including the necessary fixtures and personal prop-erty 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 (2/9) 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:

4 and 5 hereof shall be as follows:

At the lirst meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members or of proxies, entitled to east 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 quarum 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. 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 2, 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 datas 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 bance 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 of 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 on 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 foredosure, or any other proceeding in lieu of foredosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. Exempt Property.

The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

(a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article 1, Section 1 hereof; (c) all properties exempted from taxation by the laws of the State of Michigan upon the terms and to the extent of such legal exemption; (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 improve-ments devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI

MOBILE HOMES, CAMPERS & TRAILERS, FENCES

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

(a) All shall have tongues removed or covered in a decorative manner.

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

skirited.

(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, pask 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 per-pendicular 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 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 Water Charles

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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 Fencer shall be erected at least 75 feet back from the front lot line and 20 feet from the side lot line in the event

the front tot time and a viscous and the front tot time and a viscous 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 creeted.

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.

Any owner of real property in plats of Rose Lake Forest shall have the right to proxecute any proceedings at law or in equily egainst any person or persons violating or attempting to violate say coverant constanced herein, either to prevent him or them says coverant constanced herein, either to prevent him or them any coverants by judg-more done and the court order stall in no way affect any other provisions, ment 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 coverants and restrictions of this Decidental barrion shall run with and brind the land and shall inure to the benefit of and be calcorable by The Association, or the owners of any benefit of and be calcorable by The Association, or the owners repeated by the respective legal repeated plant subject to this Declaration, inder repeated for such the stand three periods of the third seasons and satisfant, for the best which the and owners the subject to this Declaration, including all lots If any still owned by the Develope for its presents of two-threst of the lot, subject to this Declarage, and owners of two-threst of the lot, subject to this Declarage is also owned by the Developer of the three days of state of the state of t

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maintained for any commercial purposes. No animals, livesuck or poultry of any kind shall be raised, bred or kept on any lost, except that dogs, eats ou other house-hold due may be kept provided that they are not kept, bred or mainteined for any per serviced that they are not kept, bred or mainteined for any comment of the provided that they are not kept, bred or mainteined for any comment of the provided that they are not serviced to be a serviced t

No lot shall be used or maintained as a dumping ground for including limits of lots except rabbles or other waste shall not be lettle except for a sanitary container. All incinentums or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

No "For Sale" sign on advertiging device of any kind shall be effected on any lot except on a new rendence 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 (!) year after construction has started, and no saphalt shingles, maitstion brick, building paper, insulation board or the afterthing or similar non-exterior materials shall be used for the exterior finish of any such building; exterior finish of any such building; exterior finish shall be wood, stheretor shingles, siding, logs, brick, stone or concrete.

Every dwelling house shall have not less than 720 square feet of endosed living space exclusive of porches, breezeways, carports, poilos, pool steas, grasges and other accessory uses.

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Section 3. Building, Mublic Home or Camping Location. No building, mobile home, camper unit or tent shall be located on building, mobile home, camper unit or tent shall be located on the tront property line or nearer than 75 feet to the tropper which mobile home, camper unit or tent shall be located nearer than 10 percent to the which such building, mobile chome, camper unit or tent shall be placed to any stelline, build home, camper unit or tent is to be placed to any stelline, to secrept that a farrer toot minimum side yard shall be permitted to a gazge or other permitted accessory building which is to. Covenant, eaves, steps and open portace shall not be considered be constructed to the permitted of the purposes of this property. For the purposes of this become the considered accessory to the purpose of this become the considered accessory to the purpose of this part of the building property. upon adjoining property.

Section 4. Each permanent residence shall maintain unly inside sentiary toilets with septic tanks and drain fields or dry well installations secting the requirements of the Michigan State Board of Health.

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.

Stanley J. Newton Faward M. Knabusch

Robert S. Feeley Henrietta Knabusch

Rollens Sindley Allan D. Wood

Charles V. Rambeau Lydia E. Wood

On this 21st day of Pebruary, 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, OAKLAUD COUNTY, MICHAU 2405 N. Main, Royal Oak, Michigan 48073 MY COMMISSION GRAVES OCCUPY

LIBER 298 PAGE 176.

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 m day of | JULY 1972 |
|-----------------------------|---|
| Signed in the presence of: | Signed by: |
| norma m. Carull | illian bood |
| Make Kentlan | Luka E. Wood |
| CHARLES V. RAMBEAU | DAYDIA E. WOOD |
| · | |
| • | . <i>•</i> |
| STATE OF MICHIGAN) ss. | • |
| The foregoing instrument wa | as acknowledged before me this |
| loth day of July | . 1972 by ALLAN D. |
| COOW - AND LYDIA E. WOOD | |
| | CHARLES V. RAMBEAU |
| - • | Thank U. Kambere |
| My Commission expires | Notary Public, County, Michigan |
| Oct. 13th 1974 | |
| r | · |
| ÷ | Tegister's Unice (see day of July 1972 at 3:00 o'clock p.m. |
| | Elva O Edatuma Redste |

register's Unice is day of...

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: |
|----------------------------|---------------|
| W Bracker | alland wood |
| William Borgstrom | Allan D. Wood |
| Robert Truly | 4, 5, 1, 0 |
| Robert Feeley | Lydia E. Wood |
| | |

STATE OF MICHIGAN COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this 13th day of 1972 by Allan D. Wood and Lydia E. Wood

> harles 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 1 of Sec. 5. T 19 N. R 9 W. Rese Lake Termship, Caccela County, Michigan

- (1) No person shall begin senstruction of or make major repair to any soptic tank, soptic teilet 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 dispesal systems shall be constructed on all lets 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 mater aquifer is used.

| HITTORISE MILION WAYNE R. VIEIRA CHARLES V. RAMBEAU | Allan D. Wood Lydid B. Wood |
|--|-------------------------------|
| Public in and fer said County person | Nake Onkland County, Michigan |
| My Commission Expires October 18, 1 | 97 ^t |
| Date Bicks Cents | City, Hichigan |

REGISTER'S OFFICE SS Day of James 74 OSCEOLA CO. MICH. SS Day of James 74 At 3:00 P.M. Register. 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 Mbin St.

Port Car, Micu. 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, disires 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 kind shown upon any original recorded and subdivision map of The Properties after the same has been suld 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 for 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 pur-suant 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) "Frunt 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 I. 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, Michi-

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

Section 2. Additional Lands may become subject to this Declar-

The Developer, its successors and assigns, shall have the right to bring additional lands located in Oscoola 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 within 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 sistems, to make the proposed additions or to adhere to the scheme its 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 intre-cass required for Membership in Article III in Section 1 shows. 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 appurenant to and shall pass with the title to every Original Lot.

Section 2. Title to Common Proporties.

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

- (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 (3D) 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

The Developer, being the owner of all The Properties, here-by 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 theron and costs of cullection 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 cullection 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 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 enjuyment 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 she 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 be 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 Ruse Lake Forest area, management and operation thereof, in no event shall any assessment or charge or special assessment as provided below be keviced 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

-3-

Section 8, Duties of the Board of Directors. The management, affairs and policies of the Association shall be verted in the Board of Directors, each of whom must be a member of the Association in good standing. The number of Directors of the Road of Directors of the Association shall prepare a roster of the properties and assessment supplies thereton it least think (30) days in advance of tuch assessment toster of the properties and assessment supplies thereton it least think (30) days of the Association of the Association to the Directors of tuch assessment toster of the properties of the Association and statement toster of the Association and statement toster of the Association and Statement Toster of the Properties of the Association and Statement Toster of the Properties of the Association and Statement Toster of the Properties of the Board of the Association and Association an

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

The Association shall upon demand at any time fumith to any owner liable for said assessment a certificate in writing agraed by an officer of the Association, setting forth wheeler said externment has been paid, Such certificate shall be condusive evidence of payment of any assessment ibration is said to bave been paid.

Section 9, Ellect of Non-Payment of Astesament.

The Fersonal Obligation of the Owner; The Item, Remedies of Asteolation; It the sestement are not paid on the desir where the other objects of the objects of Asteolation; It due sestement are not be proporty which stand upon becoming a continuing lies on the property which shall build such property in the hands of the then owner, his being devisees, personal representatives and assigns, The processing a gestion of the then owner, to pay such assessment, however, shall gestion of the then owner to pay such assessment, however, shall sell on the training the personal objection of the then owner to pay and a session of the then owner to pay and a session of the then owner to pay and a session of the then owner to pay and a session of the then owner to pay and a session of the then owner to pay and a session of the then owner to pay and a session of the then owner to pay and a session of the then owner to pay and a session of the then owner to pay and a session of the then owner to pay and a session of the then owners to pay and a session of the then owners to pay and a session of the then owners to pay and a session of the then owners to pay a session of the them owners to pay a session of the them owners to pay a session of the them owners to be a session of the session of the them owners to be a session of the s

If the assessment is not paid within thirty (30) days after the delinquency date, a peralty fee not to exceed \$2.00 shall be added thereto and from that date interest at the nac of a percent (659) per summe may be added to the delinquent ballaw states and peralty and the Association may bring an action at law against the commany obligated to pay the same or to such asterostent, delinquent lee and interest and the cost of the and asterostent and librag Complaint in such section and in the event that Judgment shall include insterst on the total amount at a provided and researched in out action.

Section 5. Change in Basis and Maximum of Annual 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 ments of a described capital improvement upon the Common Properties, including-the necessary fixures and personal property practed thereto, provided any used assertment hall her members who are voing in person or they proxy at a meeting members who are voing in person or they proxy at a meeting daily called, for this purpose, written notice of which shall be sent to all merciplers at least thirty (80) days in advance and shall est forth the purpose of the meeting.

Asserments.

Subject to the limitations of Section 3 hereof, and for the pariods therein specified, the Association may change the maxipariods therein specified, the Association may change the instance of the succession of the section prospectively lot any such period provided that my such prospectively lot any such period provided that my such mambers who are voting in person of by proxy at a meeting daily called for this purpose, written notice of which shall be seen to be an expected to the meeting.

sent to all members at least theny (30) days in advance and shall see the control of the meeting.

Sections 6. Quorum for Any Action Authorized under Sections 4 and 5.

The quorum required for any action authorized by Sections 1 for quorum required for any action authorized by Sections 4 and 5 hereof thail he to follower.

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of thembers or of proxists, and section, the presence at the meeting of thembers or of the members entitled to cast sixty percent (60%) of all voites of the members called, a per part of the section of the members of paint of the state of the section of the members of the section of the required quorum at any task absorption meeting a fail be one-half of the required quorum at the preceding meeting. The provided that no each subsequent meeting meeting to one-half of the required quorum at the preceding meeting and the required quorum at the preceding meeting that he was not a such subsequent meeting shall be following the preceding meeting.

Section I. Date of Commencement of Annual Aucestanents.

Date Dates, The Annual aucestanents provided for berein abaut on memore on the first day of April 1911. The Assessment abaut commence on the first day of April of each year. We adjustments or prostedors on the first day of April of each year. We adjustments or prostedors of Easternments shall be made by the Association. For purposes of territorial states of the Considered as paid in advance and shall be closed against any Original Lot which is subject to this Declaration or Supplementary Declarations. The subject to this Declaration or Supplementary Declarations. The duck of the Constitution of the Declaration of Supplementary Declaration is the constitution of the Declaration of Supplementary Declarations and the date of any special assessment under Section 4 horsest shall duck date of any special assessment under Section 4 horsest shall

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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 ussessment; 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. MGE 548

Section 11. Exempt Property.

The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

(a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article 1, Socion 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 say of them for sale or resale, including any lots which may have been reacquired by the Developer.

Notwithstanding any provisions herein, no land or improve-ments devoted to dwelling use shall be exempt from said assess-ments, 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 re-

(a) All shall have tongues removed or covered in a decora-

tive manner.

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

skiried.

(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 portch, patto or equipment manufactured by the manufacturer of the mobile home in question.

(e) Mobile home ideation on the lot must comply with Article VII, Section 3, in addition to which it must be piaced length

wise on the lot in a position of not over 45 degrees from per-pendicular 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.

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-hall surfus 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 he used as a residence, temporarily or permanently, nor shall any structure or building in the process of construction, he used as a residence.

Any owner of real property in plats of Rose Lake Forcat shall have the right to prosecute any proceedings at Law or in equity sighter to proven a research of a strong sighter to the original strong from doing so or to recover demarges or or other demarges for or other demarges of or other designations of any once of increasement by ludge, ment or court order tany once of into coverants by ludge.

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

Section 1, Duration. The covenants and restrictions of this Decelisation shall run with and brief ther land and table in the two or the
benefit of and be enforceable by The Association, or the owner
of any land subject to this Decelaration, their respective legsl
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effective date of such change, and univers written notice of the

Section 2, Notices. Any notice required to be sent to any mem-ber or sowner under the pruvisions of this Declaration shall be decreased to have been properly sent when suppears sa member or the last known address of the person who appears sa member or the last known address of the Association at the time of such water, on the records of the Association at the time of such mailton.

Section 2, Enforcement. Enforcement of these coverants and restrictions thall be by any proceeding at lew or an equity overstand or restriction, either to restrain violating (to violate any coverant or restriction, either to restrain violating to recover and general rive Land to enforce any powers to enforce the stand of the coverance of the restriction hereign owners to enforce the coverance of the right to do so theresites no covert be decined a waiver of the right to do so theresites.

We assimate, liverstock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, casts or other house-hedd pets may be kept provided that they are not kept, bred or maintained for any cummercial purposes.

No lot shall be used or maintened as a dumping ground for rubble. Trash, gratege or other wester thall not be kept except in a semicury container. All incincustors or other equipment for the storage or disponal of such material shall be kept in a dean and stantary condition.

No "For Sale" algn or advertising device of any kind shall be erected on any vertedence previously unoccupied which is offered by the developer or builder. Entrance upon any lot for removal of such violation shall not be regarded as treepast.

The centaide fluithing of all buildings must be completed within once (1) year after construction has started, and no sapirate shingles, maistion briesh, building paper, insulation botch, building paper, insulation for the sticishing or similar non-esterior materials shall be exterior finish at all be exterior finish and be described in the property of the propert

Every dwelling house shall have not less than 720 square feet of enclosed living space exclusive of porches, processways, exapores, pation, pool areas, garages and other accessivy uses.

Section 3, Building, Mobile Home or Camping Location. No building, mobile home, camper unit or tent shall be located on building, mobile home, camper unit or tent shall be building, mobile home, camper unit or tent shall be building, mobile home, camper unit or tent shall be located nearer than 10 persent to the width of the property on which acts building mobile cont to the width of the property on which acts building mobile facts that a liver four minimum side yard hall be permitted between the say additing which is because downed the rear of the property. For the purposet of this cased toward the rear of the property. For the purposet of this beat of the building property. For the purposet of this beat of the building property. For the purposet of this building which is because a part of the building property. For the purposet of this building half not be considered to the building property.

Section 4. Each permanent residence shall maintain only inside sanitary tolless with septic tanks and drain fields or dry well nearbilations meeting the requirements of the Michigan State Board of Health.

Stanley J. Newton Edward M. Knabusch

Robert S. Peeley Henrietta Knabusch

Rollene 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.

This instrument drafted by Allen D. Wood, 2405 N. Main, Royal Oak, Michigan 48073

Charles V. Rambeau
ROTARY PUBLIC
Oakland County, Michigan
My Commission Expires
October 18, 1974.

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 29th day of October , 1973

Signed in the presence of:

Charles V. Rambiau

Allan D. Wood

Rollens A. Girdley

Lydia E. Wood

STATE OF MICHIGAN) SS. COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 29TH day of October, 1973 by Allan D. Wood and Lydia E. Wood

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 2974 | lay of Octot | er 1973 | | • |
| Signed in the pro | -1 | sig | ned by: | _0 |
| Thoule Vel | | Allan D | Wood | 0000 |
| Charles V. Rambe | | £.J | . Wood w E. We Wood | al. |
| Rollene A. Gird | lev | Lydia E | . Wood | |
| whitehe w. grra | | -2 | | |
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| | • | | | |
| STATE OF MICHIGA | N) | • | | |
| County of OARLAN | | | • | |
| | | | | |
| The foregoing in | strument was | acknowledge | ed before me | this this |
| 29TH day o | E DETOSER | , 19 <u>73</u> k | У | |
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| ALLAN D. WO | A GNN GO | YDIA E. W | 200 | |
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| • | · CHARLES | V. RANBEAU ORKLAND | Notary Pul County, M | olic, İchigan |
| My Commission ex | rni res | Or product | · | |
| My COMMITTERS CI | · | | | |
| DGT 18TH- | 19 <u>74</u> | | | . • |
| | | | . Dec | avel 1st |
| • | • | REGISTER'S | | ofFeb19_74 |
| | . • | OSCEOLA CO. | THUM I GO. Mail | 12 - 00 |
| • | | f1 1 | Edstrom | 11:00 a.m. |
| | | LILLEL C | · CO FEELENS | The Itabiana |

HEALTH RESTRICTIONS FOR " NORTHWEST ROSE LAKE FOREST " Being part of the East ½ of Sec. 5, T 19 N. R 9 W. Hese Leke Township, Osceola County, Michigan 10 246486

- (1) No person shall begin construction or make major repair to any septic tank, septic toilet or sub-surface disposal system until the ewner 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 mater aquifor is used.

| MOAD CHATER TO MARK | • |
|--|---|
| Hitness: WAVE R. VIEIRA CHARLES V. RAMBEAU | Allan D. Wood Allan D. Wood Lydia & Wood Lydia B. Wood |
| STATE OF MICHIGAN SS | |
| On this 26th day of No | VEMBER 1973, before, no. a Netary |
| Public in and for said County per | requally appeared Allan D. Wood and |
| | the persons who executed the foregoing |
| | they executed the same as their free act and deed |
| • | Amhand County, Michigan |
| Hy Commission Expires October 18 | , 1974. |
| 12/3/73 My | & Contact. |
| Date Michae Centra | l Ulrich, Environmentalist 1 Hichigan District Health Department |

Reed City, Michigan

REGISTER'S OFFICE) SS Day of Jan 18 74 OSCEOLA CO. MIGH.) SS Day of Jan 18 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 MAINST.
TOTAL CALL, 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, disires 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 disbutsing 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 55.

- (a) "Association" shall mean and refer to the Rose Lake Porest 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.

BG 554

- (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.
- (c) "Owner" shall mean and refer to the equitable owner whether one or more persons or entities holding any original lot situated upon The Pruperties 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, Sec-tion I, hereof.
- (g) "Front Lot Line" shall mean and refer to that side of the lat 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, Osocola County, Michi-

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 Oscoola County, Michigan, into the achiene 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 lob included within "The Properties" as herein defined, whether as land contract vendee or fee helder 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 ubligation 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 I above. When more than one person holds such interest or interests in any lot in said Properties, all such persons shall be members and

-2-

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' Essements of Enjoyment.
Subject to the provisions of Article IV in Section 3, every member shall have a right and essement of enjoyment in and to the Common Properties and such essement shall be appurtenant to and shall pass with the title to every Original Lot.

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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 soid 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 (9) years from the date of the recording of this document, when Developer shall convey to the Association such Gommon Properties with all improvements thereon.

Section 5. 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

essumms.
The Developer, being the owner of all The Properties, here-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 theron 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 puch 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 devote 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 taxend insurance, thereto had 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 attrual susessment shall be \$15.00 per each Original Lot sold by Developer, its representatives or astigns, by Land Contract or Deed and the assessment shall be distributed evaluation of the contract or Deed and the assessment shall be distributed evaluation of the contract owns more than one lot, the assessment for the first low unned shall be \$15.00, but each edditional lot shall best 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 5 hereof, the Association may levy in any assessment year on each Original Lot suld 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 provy 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. set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments.

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 woting numbers who are voting in person or by proxy at a meeting only 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.

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 east 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 (50) 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. Dutles of the Board of Directors. The management, affairs and policies of the Association shall be wested 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 ruster 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 thall 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 (heing the dates specified in Section 7 hereof), then thereon and cost of collection thereof as hereinster provided, thereupon becoming a continuing tien on the property which shall hind such property in the hands of the then owner, his heirs, devices, 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 faterest at the rate of six percent [6%] per annum may be added to the delinquent balance and penalty and the Assuclation 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 tee and interest and the cost of preparing and filling 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 essement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article 1, Section 1 hereof; (c) all properties exempted from taxation by the laws of the State of Michigan upon the terms and to the extent of such legal exemption; (d) all properties owned by the Developer, its suchessors 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 improve-ments devoted to dwelling use shall be exempt from said assess-ments, 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 re-

(a) All shall have tongues removed or covered in a decorative manner.

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

skiredd.

(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.

(c) 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 per-pendicular to the mad 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 tempurary 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 of vehicles other than those whose manufacture was intended for camping shall be allowed on the properties.

Section 4, All Fences shall be creeted at least 75 feet back from the front lot line and 20 feet from the side lot line in the event

inc. trust for the same averest some most of a conner 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 sturies in height, and one private gazage or tool shed, or combination gazage and buathouse for family automobiles and busts, in keeping with the dwelling so creeted.

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.

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No animals, livertock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cuts 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 hot 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 nun-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 accessury data.

Section 3. Building, Mobile Home or Camping Location. No building, mobile home, eamper 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 constuded to permit any portion of the building to encreach 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 heren, either to prevent him or them from duing so or to recover damages or other does 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, helir, succession and sistings, 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 lost, subject to this Declaration, including all lost if any still owned by the Developer or its successors or assigns, has been recorded, agreeing to change said copenants and restrictions in whole or in part, trovided, 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 knawn address of the period who appears as member or owner on the records of the Association at the time of such mailine.

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.

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DATED - February 21, 1972.

Witnesses: Girdley Charles V. Rambeau

On this 21st day of February, A.D. 1972, before me personally appeared Edward N. 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 itheir free act and deed. Thank ?

This instrument drafted by Allan D. Wood, NOTARY PUBLIC 2405 N. Main, Royal Oak, 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 29th day of October , 1973

Signed in the presence of:

| Charles V. Rambeau | Allan D. Wood |
| Charles V. Rambeau | Lydia E. Wood |
| Rollene A. Girdley | Lydia E. Wood |
| STATE OF MICHIGAN | Ss.

The foregoing instrument was acknowledged before me this |
| 29th day of | October | 1973 by Allan D. Wood and |
| Lydia E. Wood | 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 "North-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.

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| Dated this 297# 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 Lydia E. Wood Lydia E. Wood | |
| STATE OF MICHIGAN) County of OAKLAND) The foregoing instrument was acknowledged before me the 29 TH day of OCTOBER , 1973 by | Ls |
| ALLAN D. WOOD AND LYDIA E. WOOD . | |
| CHARLES V. RAMBEAU Notary Public OAKLAND County, Michigan | hem |
| My Commission expires Received | lst |
| OCT. 1874. 1974 REGISTER'S OFFICE) SS Day of Society Co. Mich.) SS Day of Selva Co. Mich.) SS Day of Selva Co. Editorni | 1.00 a m |
| . 310 ear. 561 | |

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 232d day of April, 1975.

Executed in the Presence of:.

Roger C. Covert

Rollene A. Girdley

Allan D Wood

Lucia E. Wood

Lydia E. Wood

REGISTER'S OFFICE) SS Day of April 975
DSCEDLA CO. MICH.) SS Day of April 975 Elva C. Edstrom: Reside

STATE OF HICHIGAN

COUNTY OF CARLAND -- SS

___, 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.

Michigan

My Comm. expires:

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 (NW4) 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.

OSCECLA COUNTY ROAD COMMISSION

Superintendent

Ellis E. Bazzett

REGISTER'S OFFICE OSCEOLA CO. MICH. At 10:05

Elva C. Edstrom Register

JAMES C, THOMPSON ATTORNEY AT LAW KILMED BUILDING REED CITY, MICH. 46677

Heing part of the West & of the Northwest & 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 take major repairs to any septic Tank, septic toilet or sub-surface disposal system until the owner or his representative mas made application to the Central Michigan District Health Department, Necl City, Hichigan.
- 2 Each well drilled on this plat met pass through a protective clay layer before an equifor is used.
- 3 Lots 7, 8 and 9 camest be seld or conveyed for development until such lots are developed to the satisfaction of the Contral Michigan Dictrict Health Department, Read City, Michigan.
- 4 Construction on the following lots is hereby restricted as follows: The placement of a smalling and sewage dispersion overton must be located on the lot in the area identified to the satisfaction of the Control Kichigen District Health Department, Reed City, Michigan.

Let 1 - the south 70 ft. of the cost 100 ft.

Lot 6 - tho west 130 Ct.

Lot 20 - She cost 90 ft. or the wort 50 ft.

Lot 21 - the east 90 ft; or the west 50 ft.

Lot 22 - She cest 90 ft, or the south 50 ft. or the west 50 ft.

Lot 28 - the cast 70 ft.

LIBER 308 PAGE 634

HEALTH RESTRICTIONS FOR TORE LAKE IN THE WOODS NO. 1"

Being part of the Nort & of the Northwest & of Sec. 9, T 19 N, R 9 N, Nors Lake Township, Orcocle County, Michigan.

> ACST LAKE DEV. CO. CO S. Loke Deston Drive Plainvell, Medigan 49880

VCKNOSITSDESSESSES

REGISTER'S OFFICE) SS Day of Code 1923

State of Michigan) S.S. Jourty of Caceolo) Elva C. Editions Register

On this 6th day of Cuguel, 1973, before me, a Notary Public in and for said County personnelly appeared, James B. Gustefson, 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 see known to be such president and secretary of said corporation, and acknowledged thaty they executed the foregoing instrument as such officers as the free set and deed of said corporation, by its authority.

Notary Public Elstholm Michigan

My Consission Expires June 28

, The above mentioned restrictions are hereby approved by the Central Richigan District Health Department.

8/6/73 Date

Michael Wrigh Engineering

Richael Virioh, Environmentaliet Central Michigan District Mealth 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.

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.

LIBER 308 MAGE 635

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

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.

UBER 308 PAGE 638

- 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 begin.
- 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.
- 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 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. <u>Dues and Assessments Purposes</u>. 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. <u>Voting Rights</u>. 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. <u>Dues and Assessments Amount</u>. 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 Rasements

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, thisday of | |
| August, 1973. | • |
| | |
| Signed In Presence Of: ROSE LAKE DEV. CO. By: Inner B. Gustafson, President By: Amer B. Gustafson, President By: Amer C. Sutherland, Secretary | |
| A CIVATO INT. PIT/CIPMENTIN | |
| ACKNOWLEDGEMENT | |
| State of Michigan)) SS. | |
| County of Allegan) | |
| On this <u>Mst</u> day of <u>August</u> , 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 Marelon J. Caral | |
| Allegan County, My. Commission Marilyn J.C. Expires 6-16-74 | ain |
| · | |
| | |
| THIS INSTRUMENT PREPARED BY: Attorney Marshall D. Garvey | |

THIS INSTRUMENT PREPARED BY: Attorney Marshall D. Garvey 222 South Westnedge Avenue Kalamazoo, MI 49006 Telephone 382-1030

REGISTER'S OFFICE) SS Day of October p.m.

Received 15th

OSCEOLA CO. MICH.) SS Day of October p.m.

Register

Register

THIS AMENDMENT made this 3th 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;

WITNESSETH:

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:

l. 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 desireable.

"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.

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: | By: James B. Gustafson, President |
|---------------------------------|---|
| Chris D. Burke | |
| x Stephanie Burke | |
| Ann M. Cuchna Ann M. Cushman | x Steven) Sintsfron Steven J. Sustaffron |
| Kare & Peterson | |
| An M. auchons | * Sandra & Sustafson |
| Ann H. Cushman | Sandra L. Gustafson |
| Karen L. Peterson | |
| STATE OF MICHIGAN) | · |
| COUNTY OF) | |

on this 2 day of ______, 1981 by James B. Gustafson, President of Rose Lake Dev. Co., a Michigan corporation on bobals of said corporation.

behalf of said corporation.

County of:

LIBER 387 PAGE 373

State of Michigan My commission expires

PHILLIP C. SWANSON Notary Public, Osceola Co., Mich. My Commission Expires 11-15-81 STATE OF MICHIGAN)
COUNTY OF COUNTY OF

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| COUNTY OF Concert | . 1916я 387 хаст 374 |
|--|--|
| on this 3 day of and | rument was acknowledged before me , 1981 by Steven J. Gustafson |
| · | Novary Public Phillip C. Swenson County of: State of Michigan My commission expires: |
| • | • • • |
| COUNTY OF Occale) ss | · · · · · · · |
| on this day of | rument was acknowledged before me, 1981 by |
| Ďr. | Notary Public Phillip C. Swanson County of: State of Michigan My commission expires: |
| Notary Public C. SWA My Commission Expine | NSON Co. Mich U-15-88 |
| | |

REGISTER'S OFFICE OSCEOLA CO. MICH. SS Day of Aug 19 81
At 10:25 A.M.

Elva C. Edstrom Register

This Instrument Prepared By:

Jon P. Bachelder Warner, Norcross & Judd 900 Old Kent Building Grand Rapids, Michigan 49503

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 (W2) of the Northwest Quarter (NW1), 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 Hichigan District Health Department, Reed City, Michigan.
- 2) Each well drilled on this plat, lots Twentynine (29) through Fifty-one (51) must pass through a protective clay layer before an aquifer is used.
- 3) Lots Thirty-nine (39) and Forth-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 - Bast 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. Edstroni Elva C. Edstron

Wel J. E Fitz

Karl G. Edstrom

BY: JAHES B. GUSTASSON, President

James (Sithelan) BY: JAHES C. SUTHERLAND, Socretary

. ACKNOWLEDGIERT:

State of Michigan } :ss.

Personally came before me this <u>Alad</u> day of <u>Aladle</u> 19/1 . James B. Gustafaon, President, and James G. 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 | County of Manuerta State of Michigan |
|---|--|
| My Commission Expires: | il 13, 1978 |
| WITNESSES: | CENTRAL MICHIGAN DISTRICT HEALTH DEPARTMENT |
| Maney Crawford (Nancy Grawford Linda Backus Linda Backus | Miked Ulrich A.S. BY: MICHAEL ULRICH, R.S. Environmentalist |
| ACKNOWLEDOMENT: | |
| State of Michigan) ss. County of Oscesta) | |
| District Health Department, to executed the foregoing instrum Environmentalist for the Centr ment and acknowledged that he | Environmentalist, Central Michigan me known to be the person who ent, and to me known to be an al Michigan District Health Departexecuted the foregoing instrument entral Michigan District Health |
| Notary Public Linda Backus | County of Osceola State of Michigan |
| My Commission Expires: | 1/14/10 |
| | Received 29th REGISTER'S OFFICE SS Day of Sept 1978 OSCEOLA CO. MICH. SS Day of Sept 1978 At 3:30 P.M. Elve C. Edstron 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 (Wa) of the Northwest Quarter (NWA); Section Nine (9), Township Nineteen North (Ti9N), 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.

- t) 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 Kichigan District Health Department, Reed City, Eichigan.
- 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.

| ATTNESSES: | ROSE LAKE DEVELOPMENT COMPANY |
|---|--|
| Chal Edstrom | X James B. GUSTAFSON, President |
| Mari G. Edstrom | |
| | SY: JAMES C. SUTHERLAND, Secretary |
| | |
| ACKNOWLEDGMENT: | |
| State of Michigan) ss. Osceola County) | |
| named Corporation, to me know the foregoing instrument, and and Secretary of said Corpora | rland, Secretary of the above m to be the persons who executed to me known to be such President ation and acknowledged that they ment as such officers as the free |
| NOTARY PUBLIC Elva C. Edstro | Edstrom County of Macrical State of Michigan |
| My Commission Expires: | pul 23 1978 |

WITNESSES:

CENTRAL MICHIGAN DISTRICT HEALTH DEPARTMENT

Henry Crawford

BY: Michael Which, RS.

BY: Michael Which, RS.

By: Michael Which, RS.

Environmentalist

Linda Backus

Linda Backus

ACKNOWLEDGMENT:

State of Kichigan) ss.
Osceola County)

Personally came before me this 344 day of 1000.

19 % Nichael Wirich, R.S., Environmentalist, Central Hichigan 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 Contral Michigan District Health Department 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 State of Hichigan

My Commission Expires: 1/14/80

-3-

REGISTER'S OFFICE SS DAY OF OCE 1978
OSCECIA CO. MICH. SS DAY OF OCE 1978
At 2:30 P.M.
Elia C, Edstrom Register

ion 352 mai 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 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 ta 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. 300.

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.

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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.

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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 enterty, prise shall be conducted on the Premises.
- ,b) No building shall be erected on the Premises unless "C'v".

 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 thall 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) ell 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) <u>Incorporation and Properties</u>. 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) <u>Dues and Assessments Furposes</u>. 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:
- 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.
 - 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 debirable.
 - (d) <u>Voting Rights</u>. 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) <u>Dues and Assessments Amount</u>. 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.
- 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) <u>Subordination of the Lien to Mortgages</u>. 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 gale 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 Basements

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 _______ day of October, 1978.

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 Notary Public, Allegan Co., MY
My Commission expires: 8 18 81

-10-

UMER 353 MER 303

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, snow-mobiling 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 USER 371 MG 201

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) <u>Dues and Assessments Purposes</u>. 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) <u>Voting Rights</u>. 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) <u>Dues and Assessments Amount</u>. 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.
- 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

Line M. Hux

President

Sally L. Lukins

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.

Motary 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 100 mci 295

REGISTER'S OFFICE OSCEOLA CO. MICH. SS Day of Sept 1980

At 4:25 P.M.

-10- Elin C. Edstrom Register

THIS AMENDMENT made this 10th day of Court 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;

WIRNESSETH:

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:

 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.

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 desireable.

| ; | 3. | Para | agraph N | 10. 6 (| a) of | the | Deed | of | Restriction | ns |
|------------|----|------|----------|---------|-------|-------|-------|----|-------------|----|
| is deleted | in | its | entiret | y and | the | folic | owing | is | substituted | l |
| 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. Witnesses: President Hans P. Docter

STATE OF MICHIGAN COUNTY OF Acciola

The foregoing instrument was acknowledged before me on this 36th day of 1981 by James B. Gustafson, President of Rose Lake Dev. Co., a Michigan corporation on behalf of said corporation, and James J. McGarry. , 1981 by James B. Gustafson, a Michigan corporation on

This Instrument Prepared By:

Jon P. Bachelder Warner, Norcross & Judd 900 Old Kent Building Grand Rapids, Michigan 49503 County of: State of Michi

My commission expires

387 PAGE 37

AMENDMENT TO DEED OF RESTRICTIONS

THIS AMENDMENT made this 2011 day of figure , 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;

WITNESSETH:

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

WHERBAS, 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:

l. 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.

- 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 desireable.

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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. austria | \mathcal{O} |
| Ann H. Cushman | Bri Smith South |
| Keren L. Péterson | James B. Gustafson, President |
| Marling W. Filler) | - arline Kl. Fuller |
| Parlene D. Ruller | Arlyce D. Fuller |
| CA J. Glisson | Carl W. Newton |
| Livil Botsford | carr w. newcon |
| Sherjy Bucatoru | |
| | |
| | • |

The foregoing instrument was acknowledged before me on this 20"day of August , 1981 by James B. Gustafson, President of Rose Lake Dev. Co., a Michigan corporation on behalf of said corporation.

STATE OF MICHIGAN) . .

COUNTY OF

) ss

Notary Public Karen L. Peterson
County of: Kalamazoo
State of Michigan
My commission expires: 2/12/85

This Instrument Prepared By:

10:25 A.M.

REGISTER'S OFFICE SS Day office 19 81

Elva C. Edstrom Register

LIBER 387 MGE 37

Jon P. Bachelder Warner, Norcross & Judd 900 Old Kent Building Grand Rapids, Michigan 49503

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.

USER 321 PAGE 221

UBIR JZI MEZZZ

| Signed in the presence of | f: |
|--|--|
| 12.11 | |
| The Court | PINE RIVER TIMBER COMPANY |
| Koget C. Covert | By allen & local |
| Rollene A. Girdley | Allan D. Wood |
| | Its President |
| | |
| State of Michigan) County of Oakland) | |
| of TANUARY, 1975 | was acknowledged before me this /// day by Allan D. Wood, President of Pine River an Corporation, on behalf of the said |
| My Commission Expires | 9-15-76 |
| | Rallero a Gerdle |
| | Rollene A. Girdley |
| • | Notary Public |
| | Macomb County, Michigan |
| al man of letter soit | • |
| grand appropriate | |
| organd approvabiletter sent | 924 T2 C 4 |
| 4/1/75 | Michael Hibert AS. |
| Dáte | Michael Ulrich |
| | Central Michigan District Health Department Reed City, Michigan |
| • | |
| Prepared by and return t | o: |
| Allan D. Wood | Radini 23rd |
| A 405 1- 1 | Trailing and the state of the s |

Allan D. Wood 2405 N. Main Royal Oak, Michigan REGISTCA'S OFFISE SS Bay May 10.75
DISCENTA CO. MOICH. M. 3100 P.M.

Line C. Estimated Books.

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. through 53 inclusive, Lots 61 through 92 inclusive.

Dated this 14/3 day of Theres, 1975

Signed in the presence of:

PINE RIVER TIMBER COMPANY

Its President

State of Michigan) County of Qakland)

Rollene A. Girdley

The foregoing instrument was acknowledged before me this day of Transacy 1975 by Allan D. Wood, President of Pine River Timber Company, a Michigan Corporation, on behalf of the said corporation.

My Commission Expires

Rollene A. Girdley Notary Public

Macomb County, Michigan

Prepared by and return to

Allan D. Wood 2405 N. Main St. Royal Oak, Michigan

UBER JZI MAGEZZI

REGISTER'S OFFICE SS Cav of May19_75 At 3:00 P.M. Elva C. Edition Reside

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 14/13day of JAN | wary , 1975 |
| Signed in the presence of: | |
| Roger C. Covert | PINE RIVER TIMBER COMPANY |
| Rollens A. Girdley | Allan D. Wood |
| • | Its President |
| State of Michigan) County of Oakland) | • |
| The foregoing instrument was acknown of, 1975 by All River Timber Company, a Michigan (corporation. | owledged before me this / 4/3 Lan D. Wood, President of Pine Corporation, on behalf of the said |
| My Commission Expires 9-10- | -74 |
| | Rollene A. Girdley Notary Public Macomb County, Michigan |
| Prepared by and return_to | |
| Allan D. Wood | |

Received 23rd

At 3:00 P.M.

SS Day offiay 15 75

REGISTER'S OFFICE Y

DSCZOLA CO. MICH.

Elva C. Edstrom Register

2405 N. Main St. Royal Oak, Michigan

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 /4mday of January, 1975

Signed in the presence of:

Roger C. Covert

Rollen A. Girdley

PINE RIVER TIMBER COMPANY

Allan D. Wood

ITS President

State of Nichigan) County of Oakland)

My Commission Expires 9-10-76

Rollene A. Girdley Notary Public Macomb County, Michigan

Prepared by and return to Allan D. Wood 2405 N. Main St. Royal Oak, Michigan

UBER 321 MAGE 225

RECISTER'S OFFICE) SS 32; 0:May19.75
DSCECLA CO. MICH. M 3:00 P.H.
Eluz C. Educioni Rel'921

LBER 353 MG:668

ADDENDUM TO RESTRICTIONS

| To What It Hay Cancern: |
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| Health Department restrictions for lote 64, 83, 104, 108, and 109 |
| as recorded in Register of Deeds Office Occools County, liber |
| page, are no longer portinent to the development of South Roce Lake |
| Forest Subdivision |
| The Central Michigan Pistrict Realth Department as the controlling authority in this |
| matter, hereby releases the above maned restriction. |
| Date ///29/79 Signature Michael Ulrich MS. Nichnel Ulrich |
| Subscribed and sworm to before se this 29th day of Nov 1928. |
| Elva C. Edatron Hotary Public, Osceola County Michigan |
| My commission expires April 1982. |
| |
| REGISTER'S OFFICE SQ ory of MOV. 178 OSCECIA CO. MICH. SQ ory of MOV. 178 AI 9:30 A.M. Llaz C. Edstrom Regerse |

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| • | | ADDENUUM TO I | ESTRUCTIONS | | |
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| To Whom It May | Concerh: | • | | and the second | • |
| • | • | · • • · · · · · | | a : a == == == | |
| Health Departme | nt restriction | ns for lots 10 | , 13, 14, 15, 44, | , 61, 66, 95, 98, | 99, 102, 10 |
| · • | | | | _ | • • |
| as recorded in | Register of I | Deeds Office Or | soeola County, li | ber <u>32/</u> | <i>.</i> |
| | •• | | . : . | Courts Dans T | - 1 |
| page _22/_ | _, are no long | ger pertinent i | o the developmen | t of South Rose L | ake · |
| D t | | ·•• ••• | | • • • | |
| Forest · | <u> </u> | · · · · · · · · · · · · · · · · · · · | | ·••••••••••••••••••••••••••••••••••••• | · |
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| The Centural Min | Indonésa Dibantan | . Waalik Namuu | | | |
| | urgan pignite. | mearth Depart | ment as the cont | rolling authority | in this |
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| matter, hereby | Letesses the s | | | trict. Health I | |
| , n | | | | | ebar miene |
| Date <u>3/1/7</u> | <u> </u> | Signatu | re <u>Michael</u> Michael | Ulrich | , |
| • | ı | | | | ; ; |
| Subscribed and | sworn to befor | re me this | 15t | day of march | 19 <i>78</i> . |
| _0 | ·· • | ງ . | | • | • |
| | elas D | ackne | Notary Public | o, Osceola County | Michigan |
| | er riowan | | | • • • | |
| :. My commission e | xpires | 1/14/80 | <u> </u> | | |
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| | | · . | Edm C. E | Ede Lome | |
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| | • | • • | • | 11842 345 MC | 3.6 |

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, the Pine River Timber Company, a Michigan Comporation and all persons and owners by Allan D. Wood, Attormey 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, distres to subject the real property described in Article II together with such additions as may hereafter he 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 meanlings:

UEFR 356 EAG.4111

(a) "Association" shall mean and refer to the Rose Lake Forest Property Owners Association,

(b) "The Properties" that mean and refer to all such cacking properties, and additions thereto, as are subject to this provinges of any Supplemental Declaration under the provinges of Actie II, brevol.

(c) "Common Properties" shall mean and refer to those areas of than shown on any reconstrel subdivision plat of The Properties and pitterated to be directed to the common use and enjoyment of the owners of The Properties.

(d) "Original Joi" shall mean and refer to any lot or plat of and shown upon any original recorded and subdivision map of The Properties after the same has been said by the Developer, it is representative or assign, by land contract or by deed but, shall not include toloran Properties as herestoner defined on becomes default by the purchaser and that the Contract assigns takes beet overtain.

(e) "Owner" shall mean and refer to the equitable owner whethe one or more personal or callies holding any original los situated upon The Properties whether such ownership be in fee simple life or as lend contract vendes, notwithtunding any applicable theory of the moregog, shall not mean or refer to the moregogie-except lif the morigages has acquired tile pursual to foredowne or any proceeding in fire pof foredowne.

(f) "Member" shall mean and refer to all those Owners seho are members of the Association as provided in Article III, Sec-tion I, hereol.

(g) "Front Lot Line" shall mean and refer to that side of the fot that stunders the county road; in the event that the lot is a corner lot, it shall mean and refer to the abortest side of the lot that touches the county road.

PROPERTY SUBJECT TO THIS DECLARATION: ARTICLE II

Section 1. Existing Property. The real property which is, and Mail De Bell, transferred, sold, conveyed, and occupied, subject to this Declaration, if Incared in the Township of Rose Lake,

Oscools 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, Ruse Lake Township, Occools County, Michigan

all of which real property shall hereinafter be referred to as

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 Octoch Contry, Midthigan, into the stheme of this Declaration. Such proposed additions, iff made, shall become subject to successment for their just alars. of Association expenses. The Common Properties within all such additions thall be devoted to the common use and enjoyment of all owners of properties within are subject to this Declaration. The Developer's right to bring additional hands 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 versit, bowever, shall such supplementary Dechariton revoke, modify or add to the Covenants established by this Deckaration within the existing property.

ARTICLE JII

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 hereth defined, whichter as land contract winder
or fer holder being subject to these constant, 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.
The Association shall be all those members who hold the intervoting members shall be all those members who hold the intercets required for Membership in Article III in Section 1 shove,
when more than one person holds such interests in on interests in
any lot in said Properties, all such persons shall be members and

the vote for each such Los shall be exercised as they among themshers destermine. Each members shall be entitled to one vote for each lost than he overs are in which he usus 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' Basements of Enjoyment.
Subject to the provisions of Article IV in Section 3, every
member shall have a right and exactness of enjoyment in and to
the Common Properties and such exactness that the appurerant
to and shall pass with the title to every Origans! Lot.

Section 2. Title to Common Properties.

The Developer stall retain the kegal title to the Common Time Developer stall retain the kegal title to the Common Furciation to the unit of the bost in the Properties including all additions thereto and the aggregate of the unitstanding plaudares of the allow prices therefor has been reduced to 80% thereof, but not later than five (5) years from the date of the recomfing of this decument, when precloper shall convey to the Association such Common Properties with all improvements thereon.

<u>Section 8,</u> Extent of Members' Estements. The rights and esterments of enjoyment created bowlys shall be subject to the following:

(a) the rights of the Association to take such weps as are reasonably necessary to project the above described properties against forcelonure; and (b) the right of the Association, as provided in its Articles and By-kaw, to suspend the enjoyment rights of any member for any personal during which any assessment remains unpaid, and far any period not to exceed thiny (30) days for any infraction of its published rules and regulation.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation at the Lieu and Personal Obligation of Assabancia.
The Developer, being the owner of all The Peoperises, here by 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 enverant and agree to pay to the Association; (1) Annual assessment or chargest (3). The annual assessments together with such interest there and casts of the collection thread as revenientler 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 thereas and cour of cullection there of a hereinstite provided, shall be a charge on the Land and shall be a charge on the Land and chall be a continuing firm 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-alter provided, shall also be the personal obligation of the personal on who were the Owner of such property at the time when the assessment fell due.

Section 2, Purpose of Assessments.

The assessments keich by the Association shall be used exclusively for the purpose of purposing the recreation, health, safey and welfare of the residents in The Properties and in particular for the improvement and maintenance of purporties, services, analyticities devoted to this purpose and related to the twa and enjoyment of the Cammon Properties should be hyperies, honeities, helding, but not limited to, the payment of taxes and instance thereon and repair, replacement and additions thereto, and turn the cost of labors, replacement, and additions ment and supervision thereof.

Section 3, Basis and Amount of Annual Assessments.

The annual assessment shall be \$15,00 per each Original Latistate by Developer, its representatives or assigns, by Land Contract or Deed and the assessment shall be distributed equily against each Original Latistate shall be distributed equily against each Original Latistate shall be distributed equily assist each Original Latistate and the cases where an Owne event more than use for, the assessment for the first lot owned shall be \$15.00, but each additional lot shall bear an annual assessment of \$10.010. Form 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 theoretical, into seem shall may usessment or charge or special assessment as provided below be levited againt or be due from Developer for any lots owned by it, or

Section 4, Spedal Assessmenty for Capital Improvements.
In addition to the annual assessments authorized by Section
In Association may bey in any assessment year on
each Original Lot said by the Developer, it representatives or
assigns, a special assessment, applicable to that year only, for.

3.

· เมลัส * 356 พมะ413

be fixed in the Resolution authorising such assessment.

to inspection by any owner. shall be kept in the office of the Association and shall be open Section 8, Duites of the Board of Directors. The management, all site 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 too, more input of Association in good standing. The number of Directors shall be took of the property of the Association shall prepare a ruster of the properties and assessment as philosophe thereto at large shall be took assessment of the Association and assessment of such association and shall be open that the Association and shall be took of the Association and and and the Association and and and the association and and the Association and and the Association and and the Association and t

every owner subject thereto.

shove provided and reasonable attorney's fee to be fixed by the and a instant in section and the out of \$40) and per out as person and the out of \$40) and \$ If the assessment is not paid within thirty (30) days after the delinquency date, a penalty fee not to execed \$2.00 shall be added thereto and from that date interest at the rate of six

devisees, personal representatives and assigns. The personal obli-gation of the then owner to pay such assessment, however, shall remain his personal ubligation for the statutory period and shall not pass to his successors in title unless expressly assumed by

And the control of the accomments are not paid on the date when the date when the object on the control of the accomments and precedible the foreign in the inference of an decay of provided, inference and cost of property which that upon a percentage is continuing into a new property which that had been dearly when the property which that had a new to the property with the property with the print he print the property and the print had a new that the print had not been precise that the print had not been print had not bee

Section 9, Effect of Non-Payment of Assessment.

The Personal Obligation of the Owner; The Lien; Remedies

The Association shall upon demand at any time fumish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said extensions are constituted and association, setting forth whether said evidence of payment of any assessment therein stated to have evidence of payment of any assessment therein stated to have a supply that the payment of any assessment and the payment of
Written notice of the assessment shall thereupon be sent to

levying the assessment, sestiments shall be considered as paid in advance and shall be levied against any Onginal Los which is, and each can be levied against any Onginal Los which is and less to this Declarations or Supplementary Declarations. The due date of any special assessment under Section 4 hereof shall conta together with the costs of the action.

Section 7, Date of Commencement of Annual Assessments.

Due Date, The Annual assessments provided for herein
shall commence on the first day of hpril, 1971. The Assessment
for each succeeding yest shall become due and payable on the
first day of April of each year. No adjustments or promitions of
first day of April of each year. No adjustments or promitions of
successionaris shall be made by the Assessment supposes of
assessments and the made by the Assessments. For payable on payable of
successions of the successful assessments shall be considered as assist

4 and 5.

At the district shall be as follows:

At the first metring called, as provided in Sections 4 and 5 hereof shall be as follows:

At the first metring called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members or of prosties, capital to cast sixty percent (60%) of all voices of the members ship shall constitue that the required quorum is not forthrooming at any meeting, another meeting may be called, a said the required quorum at any such subsequent meeting subject to the required quorum at any such subsequent meeting the forthrooming at any such subsequent meeting may be called, and the required quorum at the preceding meeting meeting.

The subject to the required quorum at the preceding meeting meeting more than sixty (60) days following the preceding meeting.

. amples in the transfer of section is all to the section periods the property of the section of the period provided that any such paragraphs of the section of the property of the section of the period provided that any such daily of the section
. Subject to the limitations of Section 2 hereof, and for the

Section 5. Change in Basis and Maximum to notized

the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, anexpected repair or replace. Properties, including the necessary fixuares and personal properties, including the necessary fixuares and personal properties, including the necessary fixuares and personal properties fifted thereto, provided any such assessment shall have methods and the prices of all volting facility and assessment shall be an expense of the voltes of all volting daily called for this purpose, written notice of which shall be sent to a facility and any called for the properties of the volting facility of the meeting.

Section 6. Quanum for Any Action Authorized under Sections 4 and 5. set forth the purpose of the meeting.

Secilon 10, Subordination of the Lien to Maragages.

The lien of the assessments provided for herein shall be subordinate to the film of any pratigage or maragages now or hereafter placed upon the properties subject to massessment provided, however, that such subordination shall apply only to the assessments which have become due and payable griur to a sale or transfer of such property pursuant to a decree of furctionate, or any other proceeding in lien of furctionate, sold sale or transfer of shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 1). Exempt Property.

The following property subject to this Declaration shall be ceremoned from the assessments, charge and lies created herein:

(a) all properties to the extent of any exament or other interest therein declarate and accepted by the Ireal public authority and devoted to public use; (b) all Common Properties as defined in Article 1, Section 1) herein (c) all properties and to the extent of such legal exemption; (d) all properties and to the extent of such legal exemption; (d) all properties owned by the Developer, its successors and assigns, and held by them or sale of the State of Michigan upon the terms when or any of them for sale, including any lost which may have been reacquired by the Developer; **5**.

Notwithstanding any provisions herein, no Land or improvements devoted to dwelling use shall be exempt frum said assessments, charges or liera.

ARTICLE VI

MOBILE HOMES, CAMPERS & TRAILERS, FENCES AND MISCELLANEOUS

Section 1. All Mobile Homes, when placed on an Original Lot, C.3 shall be considered permanent and shall meet the following rector quivements:

Or quivements:

Or quivements:

Or All shall have tongues removed or covered in a decuration of the manner.

E (b) All shall be immediately placed on a foundation or the shall of the shall be immediately placed on a foundation or the shall be immediately placed on a foundation or the shall be no addition to mubble homes except (d) There shall be no addition to mubble homes except

stirce.

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

brown or forest speen in color.

(d) There shall be no addition to mobile homes except
porch, path-on-equipment manufactured by the manufacturer
of the mobile home in question.

(e) Abobile home location on the lut must comply with Artide VII, Sertion 3, in addition to which it must be placed length

wise on the lot in a position of not uver 45 degrees from per-pendicular to the road at the front lot line, unless otherwise approved in writing by the Association.

Section 2. All Campers, Trailers, Camper-Trailers, 1 cats and Camping Equipment, may be used as temporary dwelling un lots, so long air.

(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 convented 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 forces shall be made of wood or of material to lend
(b) All forces shall be made of wood or of material to lend
harmony to the topography of the surrounding landscape such
as shrubs or hedges.
(b) Nq fence is to be over 36 inches in height.

Section 5, No platted for shall be further subdivided.

BUILDING AND USE LIMITATIONS ARTICLE VII

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 businers, commercial or manufacturing enterprise shall be conducted on said premises. No building shall be erecered, attent, placed on permitted to remain on any lot other than one single family dwelling unterceeding two and one-shall stories in height, and one primate garage or tool shed, or combination garage or tool shed, or combination garage and bushboate for family, automobiles and boasts, in keeping with the dwelling sa,

Section 2. No basement, shack garage, burn or other outshiding 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 residence.

No animals, livestock or poultry of any kind shall be raised, then of the house may be; except that days, can or other houses hold petu-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 rubbia. Trash garbage or other waste shall not be kept except in a sanistary constituer. All indicessors or other equipment for the storage or disposal of such material shall be kept in a clean and sanisary condition.

No vFor Sak" sign or advertising device of any kind shall be erected on any lot escept on a new retidence perviously unoccupied whiter is offered by the developer, ut builder. Enfance upon any joi for removal of such violation shall not be règarded as trespass.

The countide finishing of all buildings must be completed within one (1) year alter construction has sharted, and no suphalt shangles, antusion brick; building paper, inhulation board or sharthing 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 porthes, breezeways, carports, paties, pool áreas, garages and other accessory uses.

Section 3. Building, Mable Home or Camping Location. No building, mobile home, camper unit ar tent thall be located on any property acreer than 75 feet to the front property life or many and state files. No building, mobile home, camper unit or tent shall be located nearer than 10 perfect to the width of the property on which such building, mobile home, camper unit or tent shall be located nearer than 10 perfect to the width of the property on which such building, mobile home, camper unit or tent is to be parted to any stelline, of a garage or other permitted accessory building which is located toward the rear of the property. For the purposes of this corneant, cawes, steps and open porches shall not be consistened to permit any portion of the building to encroach upon adjoining property.

Section 6. Each permanent residence shall maintain unly imside sanitary traites with sepic 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 proceeding at have on equity against any person or persons violating or attempting to violate my covernan storage herein, citizen to person him or them from decipa so considerate an expert or the control of the widation. Invalidation of any one of these covernants by judgment or count order thall in no way affect any other provisions, which shall remain in till force and effect.

not apply e foregoing Building and Use Limitations shall Common Properties. Section 1. Duration. The covenants and restrictions of this Dec-faration shall raw with and hind the land and shall finure to the benefit of and be enforceable by The Association, or the owner of any land audject to this Declaration, their respective lowers representatives, here, successors and assigns, fin a term of twenture gaid 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 lost, subject to this Declaration, including all host if any still owned by the Developer or its successor or sasigns, has been recorded, agreeing to change said covenants and restrictions in whole or in part, frowded, however, that no such agreemen to change shall be effect the unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the prophed agreement is sent to every owner at least ninery (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any member of own 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 S. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or an equity against any persons violating or attempting to violating any covenant or estriction, either to restrain violation or recover damages, and against the land to enforce any lien ereated by these coveranting and failure by the Association or survived 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 - Pront 65 ft. of lot

Lot 14 - West 85 ft. of Bast 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 - Pront 85 ft. of lot

Lot 29 - North 110 ft. except Bast 35 ft.

Lot 30 - South 55 ft. of North 115 ft.

Lot 31 - North 70 ft. n: 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." Plood 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.

- Leer 356 mil 417

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: . | |
|---|--|
| Ralling a. Berlevi | - PINE RIVER TIMBER COMPANY |
| Rollene A. Girdley | 14 01. 0 |
| | Allan D. Wood - President |
| Le huan of U Down | alla D wood |
| Dumme P. Wood | · Allan D. Wood - Attorney in Fact |
| | |
| State of Michigan) County of Oakland) ss | • |
| The foregoing instrument was ack | nowledged before me on this 3nd day |
| Company, a Michigan Corporation, | D. Wood, President of Pine River Timber and Allan D. Wood, Attorney in Fact, |
| on behalf of said corporation an | d those persons with a proprietary st Rose Lake Forest," according to the |
| recorded plat thereof. | |
| My Commission Expires Acat 23 | 1980 |
| · | 4 |
| | Kalley Q. Burdley |
| | Rollene A. Girdley Notary Public |
| | Oakland County, Michigan |
| | |
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| <u>'5/2/ 78 </u> | Milal Ulrich RS. |
| | ral Michigan District Health Department |
| Reed | City, Michigan |
| | |
| Prepared by and return to: | REGISTER'S OFFICE SS Day of Mar 1979 |
| Allan D. Wood | OSCEOLA CO. MICH. |
| 2517 N. Main | Elve C. Edetrom Repeter |
| Royal Oak, Michigan 48073 | Carrie (1 Carrier |