

Declaration of Restrictive Covenants

by Pine River Timber Co., hereinafter called "Developer"

Witnesseth:

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

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

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

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

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

Article I -- Definitions

1. The following words when used in this Declaration or any supplemental Declaration (unless the context shall prohibit) shall have the following meanings:
 - A. "Association" shall mean and refer to the Rose Lake Forest Property Owners Association.
 - B. "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.

- C. "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.
- D. "Original Lot" shall mean and refer to any lot or plat of land shown upon any original recorded and subdivision map of The Properties after the same has been sold by the Developer, or its representatives or assigns, by land contract or by deed but shall not include Common Properties as heretofore defined or any lot that the Developer has sold in which the contract becomes default by the purchaser and that the Developer or its assigns takes back for resale.
- E. "Owner" shall mean and refer to the equitable owner whether one or more persons or entities holding any original lot situated upon The Properties whether such ownership be in fee simple title or as land contract vendee, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee except if the mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- F. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.
- G. "Front Lot Line" shall mean and refer to that side of the lot that touches the county road; in the event that the lot is a corner lot, it shall mean and refer to the shortest side of the lot that touches the county road.

Article II -- Property Subject to this Declaration: Additions Thereto

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:
 - A. Rose Lake Forest Beach

being a subdivision part of Section 4, Township 19 North, Range 9 West, Rose Lake Township, Osceola County, Michigan
 - B. Rose Lake Forest
 - C. North Rose Lake Foreset
 - D. East Rose Lake Forest
 - E. West Rose Lake Foreset
 - F. Northwest Rose Lake Forest
 - G. Rose Lake Forest Hills
 - H. North Rose Lake Forest Hills
 - I. Rose Lake Forest Knoll #1
 - J. Rose Lake Forest Knoll #2
 - K. Rose Lake Forest Valley
 - L. Rose Lake Forest Slopes

all being a subdivision part of Section 5, Township 19 North, Range 9 West, Rose Lake Township, Osceola County, Michigan

- M. South Rose Lake Forest
- N. Southwest Rose Lake Forest

all being a subdivision part of Section 8, Township 19 North, Range 9 West, Rose Lake Township, Osceola County, Michigan

- O. Rose Lake Forest Shores

being a subdivision part of Section 9, Township 19 North, Range 9 West, Rose Lake Township, Osceola County, Michigan

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

2. Additional Lands may become subject to this Declaration. The Developer, its successors and assigns, shall have the right to bring additional lands located in Osceola County, Michigan, into the scheme of this Declaration. Such proposed additions, if made, shall become subject to assessment for their just share of Association expenses. The Common Properties within all such additions shall be devoted to the common use and enjoyment of all owners of properties which are subject to this Declaration. The Developer's rights to bring additional lands into the Declaration shall not be held to bind the Developer, its successors and assigns, to make the proposed additions or to adhere to the scheme in any subsequent development of the land described herein. In no event, however, shall such supplementary Declaration revoke, modify or add to the Covenants established by this Declaration within the Existing Property.

Article III -- Membership and Voting Rights in the Association

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.
2. Voting Rights. The Association shall have one class of voting membership. Voting members shall be all those members who hold the interests required for Membership in Article III in Section 1 above. When more than one person holds such interest or interests in any lot in said Properties, all such persons shall be members and the vote for each such Lot shall be exercised as they among themselves determine. Each member shall be entitled to one vote for each lot that he owns or in which he owns in fee or in which he has an interest as a land contract purchaser.

Article IV -- Property Rights in the Common Properties and Parks

1. Member's 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.
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.
3. Extent of Member's 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

1. Creation of the Lien and Personal Obligation of Assessments. The Developer, being the owner of all The Properties, hereby covenants and each subsequent owner by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or conveyance, be deemed to covenant and agree to pay to the Association:
 - A. Annual assessments or charges;
 - B. The annual assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be a personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties situated upon the Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials management and supervision thereof.
3. Basis and Amount of Annual Assessments. The annual assessment shall be \$35.00 per each Original Lot sold by Developer, its representatives or assigns, by Land Contract or Deed and the assessment shall be distributed evenly against each Original Lot, provided that in cases where an Owner owns more than one lot, the assessment for the first lot owned shall be \$35.00, but each additional lot shall bear an annual assessment of \$30.00. 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. (History: Originally \$15.00 for first lot and \$10.00 for additional lots. Amended on March 28, 1994 to \$35.00 for first lot, and \$30.00 for each additional lot.)
4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year on each Original Lot sold by the Developer, its representatives or assigns, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided any such assessment shall have the affirmative of two-thirds (2/3) of the votes of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.
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 provide 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.
6. Quorum for Any Action Authorized under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members or of proxies, entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement as set forth in Sections 4 and 5, and the required quorum at any such

subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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.
8. Duties of the Board of Directors. The management, affairs and policies of the Association shall be vested in the Board of Directors, each of whom must be a member of the Association in good standing. The number of Directors shall be not more than eighteen and not less than six. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Association and shall be open to inspection by any owner.

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

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

9. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then thereon and cost of collection thereof as hereinafter provided, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, a penalty fee not to exceed \$2.00 shall be added thereto and from that date interest at the rate of six percent (6%) per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent fee and interest and the cost of preparing and filing Complaint in such action and in the event that Judgment shall include interest on the total amount as above provided and reasonable attorney's fee to be fixed by the court together with the costs of the action.

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.
11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:
- A. All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
 - B. All Common Properties as defined in Article I, Section 1 hereof;
 - C. All properties exempted from taxation by the laws of the State of Michigan upon the terms and to the extent of such legal exemption;
 - D. All properties owned by the Developer, its successors and assigns, and held by them or any of them for sale or resale, including any lots which may have been reacquired by the Developer.

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

Article VI -- Mobile Homes, Campers & Trailers, Fences and Miscellaneous

5. All Mobile Homes, when placed on an Original Lot, shall be considered permanent and shall meet the following requirements:
- A. All shall have tongues removed or covered in a decorative manner.
 - B. All shall be immediately placed on a foundation or skirted.
 - C. All that are less than 12 x 60 feet in size must be dark brown or forest green in color.
 - D. There shall be no addition to mobile homes except porch, patio or equipment manufactured by the manufacturer of the mobile home in question.
 - E. Mobile home location on the lot must comply with Article VII, Section 3, in addition to which it must be placed length wise on the lot in a position of not over 45 degrees from perpendicular to the road at the front lot line, unless otherwise approved in writing by the Association.
6. 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.
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- 7. No converted trucks, buses or vehicles other than those whose manufacture was intended for camping shall be allowed on the properties.
 - 8. 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.
 - 9. No platted lot shall be further subdivided.

Article VII -- Building and Use Limitations

- 10. All lots not otherwise specifically designated upon a recorded plat or recorded Declaration by Developer shall be used for residential purposes only, and no business, commercial or manufacturing enterprise shall be conducted on said premises. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not exceeding two and one-half stories in height, and one private garage or tool shed, or combination garage and boathouse for family automobiles and boats, in keeping with the dwelling so erected.
- 11. (Miscellaneous)
 - A. 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.
 - B. 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.
 - C. 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.
 - D. No "For Sale" sign or advertising device of any kind shall be erected on any lot except on a new residence previously unoccupied which is offered by the developer or builder. Entrance upon any lot for removal of such violation shall not be regarded as trespass.

- E. 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.
 - F. 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.
- 12. Building, Mobile Home or Camping Location. No building, mobile home, camper unit or tent shall be located on any property nearer than 75 feet to the front property line or nearer than 20 feet on any side street line. No building, mobile home, camper unit or tent shall be located nearer than 10 percent to the width of the property on which such building, mobile home, camper unit or tent is to be placed to any sideline, except that a three foot minimum side yard shall be permitted for a garage or other permitted accessory building which is located toward the rear of the property. For the purposes of this Covenant, eaves, steps and open porches shall not be considered as a part of the building provided, however, that this shall not be construed to permit any portion of the building to encroach upon adjoining property.
- 13. 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.
- 14. Any owner of real property in plats of Rose Lake Forest shall have the right to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any covenant contained herein, either to prevent him or them from doing so or to recover damages or other dues for such violations. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.
- 15. The foregoing Building and Use Limitations shall not apply to the Common Properties.
- 16. Health Restrictions.
 - A. All lots [are] 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.
 - B. Each well drilled must pass through a protective clay layer before an aquifer is used or if no clay layer is evident, the well shall be constructed to a minimum depth of 80 feet and will be constructed in accordance with ground water quality rules and regulations. (This provision is worded slightly differently for various plats.)

17. Light Restrictions. No street light or mercury light shall be installed or erected. 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.

Article VIII -- Durability

Note: In this Declaration, as recorded, the Article number for this Section was omitted (unintentionally, it appears). The transcriber (Gregory Wood, trustee for successor-in-interest to Developer) has added the Article number for clarity. However, this may cause confusion in such instances as, for example, the Declaration at Liber 356, Page 535, which lists Health Restrictions as Article VIII, and Light Restrictions as Article IX. In order to preserve the best possible clarity, this Transcriber has moved Health Restrictions to Article VII, Section 7, and moved Light Restrictions to Article VII, Section 8.

18. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by The Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty years from the date this Declaration is recorded, after which time said covenants shall be **automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the lots, subject to this Declaration, including all lots if any still owned by the Developer or its successors or assigns, has been recorded, agreeing to change said covenants and restrictions in whole or in part.** Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, **and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.**
19. Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.
20. 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.
21. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Pine River Development Co.
a Division of
Pine River Timber Co.
A Michigan Corporation

Transcribed by Gregory Wood, trustee, successor-in-interest to the Developer, using the declaration of covenants recorded at Liber 356, Page 535, of the records of the Register of Deeds in and for Osceola County, Michigan. If any errors or omissions are found, please address them via email to the hostmaster, at [rlfpoa dot org](mailto:rlfpoa@rlfpoa.org).