

Aug. 11, 1977

a.b.
b.y.

(Original)

FAWN LAKE ASSOCIATION

LIB 253 947

RECORDED AUG 11 1977 AT 2:30 P.M.
LIBER 253 of Deeds PAGE 947-53 incl.

Williamson Miller
Register of Deeds - Ogemaw County

CERTIFICATE OF ASSOCIATION
OF
FAWN LAKE ASSOCIATION
WEST BRANCH, MICH.

- First: The name of this association shall be
FAWN LAKE ASSOCIATION
- Second: The nature of the business and the object
and purpose is to develop, preserve,
conserve and maintain areas commonly owned
by all holders of property in the FAWN
LAKE subdivision, Plats one and two, and
to insure harmonious use of the land
involved.
- Third: The number of Directors of this association
shall be six.
- Fourth: The association reserves the right to
amend, alter, revise or appeal any
provision contained in this certificate
of association as hereafter described in
the attached By-Laws, and all rights and
powers conferred on Directors and members
herein are granted subject to this reservation.

We, the undersigned, for the purpose of forming an association to
protect the interest of the members of the FAWN LAKE ASSOCIATION,
do make, file and record this certificate and attached By-Laws,
and do certify that the facts herein stated are acceptable, and
we have accordingly hereunto set our respective hands.

Dated: July 29, 1977

Jeffery Hanft
Jeffery Hanft, Witness

Craig A. Bischoff
Craig A. Bischoff, Witness

Carol D. Hubbell
Carol D. Hubbell, Acting Secretary
Lot # 74

Ronald J. Bischoff
Ronald J. Bischoff, President
TIMBERLINE DEVELOPMENT, INC.
Developer/Property Owner
Lot # 88 & 89

Subscribed, sworn to, and acknowledged before me, this 29th day of July, 1977
personally appeared Jeffery Hanft, Craig A. Bischoff, Carol D. Hubbell and
Ronald J. Bischoff.

My Commission expires: *Aug. 9, 1980*

Jeany E. Walden
Jeany E. Walden, Notary Public,
Ogemaw County, Michigan

253 or 948

BY-LAWS
OF
FAWN LAKE ASSOCIATION

Article I NAME

The name of this association shall be known as the FAWN LAKE ASSOCIATION in accordance with the recorded restrictions on Fawn Lake Subdivision plats one and two, more commonly described as:

✓ FAWN LAKE PLAT ONE: Having legal description as follows and encompassing all lots and parks in this description: Part of the N½ of Section 34, T22N, R3E; Churchill Township, Ogemaw County, as recorded in Liber 5, pages 35, 35A and 35B.

✓ FAWN LAKE PLAT TWO: Having legal description as follows and encompassing all lots and parks in this description; Part of the N½ of Section 34, T22N, R3E, Churchill Township, Ogemaw County, as recorded in Liber 5, Pages 43, 43A and 43B.

Also included in the subdivision and Association boundaries, ✓ is a 30' right-of-way lying in the N¾ of the Southerly 900' of Section 33, T22N, R3E lying East of the Rifle River in Churchill Township, Ogemaw County. A copy of legal description and Survey is made part of this By-Law document.

Article II PURPOSE AND ADDRESS

Section 1: A non-profit association of all property owners of FAWN LAKE as described above, to conserve, maintain and develop areas commonly owned by all holders of this property in the above described subdivision. This is in accordance with restrictions recorded with the Ogemaw County Register of Deeds Office, involving Fawn Lake Plats 1 & 2.

Section 2: The business address of the Association shall be the address of the Secretary or Acting Secretary of the Association.

Article III RELEASE OF LIABILITY

This non-profit association will be in no way liable for accidents, loss of personal property, or damages occurring during the use of any community property. Each resident or property owner in aforesaid subdivision so releases this association in consideration of their membership therein. Property damage and vandalism caused shall be covered by normal insurance paid for by Developer or Association, after Title conveyance to prevailing owner of Community propertys.

ARTICLE IV MEMBERSHIP

Section 1: Membership in this association shall be restricted to owners and residents of property in Fawn Lake Subdivision only and as described above, and the work of the Association will be for their sole benefit.

Section 2: All members of Fawn Lake Subdivisions one and two, are members of this Association, and only paid dues members are entitled to vote.

Section 3: Each property owner shall be entitled to one vote only. If multiple lots are owned by any propertyowner, only one vote is allowed per residence or family.

253 949
By-Laws of the Fawn Lake Association

Article V GOVERNING BODY

Section 1: The officers of this Association shall be three: A President, a Vice-President, a Secretary/Treasurer and three Board of Directors. Above three officers and three Directors shall compose the Executive Board.

Section 2: The Executive Board shall be the Governing Body of the Association.

Section 3: The President shall preside at all meetings of the Association and of the Executive Board, and shall maintain general supervision and order in the best interest of the Association. The President shall appoint all Committees and if necessary a Sargent at Arms and fill all vacancies not otherwise provided for. The President shall be ex-officio member of all Committees.

Section 4: The Vice-President shall, in the absence of the President, perform all duties of the office in order of their election.

Section 5: The Secretary shall keep minutes of all meetings of the Association and of the Executive Board in a book provided for the purpose. He/She shall attend to the giving and receiving of all notes of the Association. He/She shall maintain a record of the names and addresses of all Association members.

Section 6: The Treasurer shall custody and keep account of all monies and securities of the Association and render such statements as may be necessary by the Executive Board. He/She shall cause to be deposited all funds in such bank accounts as the Executive Board shall designate and such bank accounts shall be the property of the Association, and be in the name of the Association.

Article VI MEETINGS-ANNUAL AND SPECIAL

Section 1: The Annual Meeting shall be held on the last Sunday in June of each year at the Fawn Lake Subdivision. Election of Officers and other members of the Executive Board will be held at this meeting, commencing June, 1977. Sufficient notice by regular mail, two weeks prior to each meeting shall be deemed adequate.

Section 2: Special meetings may be called by the President and/or the Executive Board or by written petition addressed to the aforesaid Executive Board by twenty five percent (25%) of the members of the Association. No other business shall be discussed or conducted or considered at any special meeting except that stated in the call of said meeting.

Section 3: The Secretary shall mail notices for all meetings to the last recorded address of all members. After the Annual Meeting, He/She shall prepare and mail to all members a list of Officers of the Association together with the business address of the Association.

Article VII QUORUM

Section 1: Twenty five percent (25%) of the voting members of this Association will constitute a quorum for meetings of the general members.

Section 2: Four (4) members of the Executive Board shall constitute a quorum for meetings of the Executive Board.

Section 3: The Executive Board shall meet as required from time to time as determined by the President.

By-Laws of the Fawn Lake Association

Article VIII AMENDMENTS OF BY-LAWS and RESTRICTIONS

Section 1: Amendments to these By-Laws may be presented by petition of any fifty percent (50%) of the members of this Association submitted to the Executive Board. Upon receipt of such petition, and verification of the signatures and addresses on such petition, the Executive Board shall prepare, and the Secretary shall provide copies of the Section of the By-Laws or Restrictions, together with the proposed amendment for all members of the Association at a membership meeting. Members will be asked to attend by mail, thirty (30) days prior to the meeting day.

Section 2: A favorable vote of ninety percent (90%) of the members present at such meeting, will be necessary to amend By-Laws or Restrictions, if Restrictions are possible to amend.

Section 3: Restrictions to be amended, if it is possible to do so, must be signed by two thirds (2/3) or more of the members of the Association, not members present, and must be recorded, and accepted by the Ogemaw County Register of Deeds, Ogemaw County, Michigan.

Article IX ELECTION AND TERM OF OFFICE

Section 1: Elections shall be held at the Annual Meeting on the last Sunday of June, each year, at Fawn Lake Subdivision, commencing June 1977.

Section 2: All officers and Directors shall hold office for the term of one year.

Section 3: Any elected Officer or Director, may succeed himself, if elected, but not to remain in office over two years.

Section 4: An auditing Committee shall be appointed annually, by the newly elected President, to examine the books and records of the Association, of the preceeding year.

Section 5: Any Officer or Director may be recalled and replaced by two thirds (2/3) majority of members at Special Meeting called by Officers. Mailed notice to Officer recalled, and copy of minutes of Special Meeting shall be deemed sufficient.

Section 6: Any complaint against members for violations of By-Laws or Restrictions recorded, must be presented to President or Executive Board in writing and signed by the complainant with lot number given. The Building Department of the County of Ogemaw shall be called upon to correct legally, any violations to Building or Zoning. The violations of Restrictions, shall be handled by the Developer and Association thru legal channels necessary.

Article X DUES AND MAINTENANCE FUND

Section 1: Dues and Maintenance Fund are to be Fifty dollars (\$50.00) per year, per lot. (As provided in Restrictions recorded and as provided in Agreement supplied to lot owners when purchasing property by the Developer). They are to be collected, and placed into a Maintenance fund.

Section 2: No assessment, over the \$50.00 amount, is to be made except upon approval and consent of seventy five percent (75%) of the lots in said Plat which approval and consent shall make any such additional assessment binding upon all the owners and property in such plat.

Continued...

By-Laws of the Fawn Lake Association

Article X Continued

Section 3: Invoices for dues are to be mailed annually on the fifteenth day of July and are payable as received, and are considered delinquent after September 1st. All dues are payable one year in advance. As each property owner is considered delinquent, he shall be considered unable to utilize community property and facilities in the Fawn Lake Subdivision. Delinquent property owners shall not be allowed to skip or defray yearly annual dues to become current. After September 1st, each delinquent property owner shall be notified by mail alerting them of their delinquency and requesting return of keys supplied them for public areas, and also be notified that a lien, authorized by this Association and Developer may be assessed against their property, and be placed there within thirty (30) days.

Section 4: Until such time, that the Developer and Association agree jointly, the Annual Dues above mentioned, shall be, as in the past, sent to the Developer. The Developer and Association shall execute an Agreement, when both deem necessary, to turn over all remaining funds, if any, to the Association, when the Association shall supply to the Developer, a working arrangement to guarantee the maintenance and care of this development shall be completed annually, in a neat and prompt manner in a good workmanship manner, as presently done by the Developer.

Section 5: Any new property owner purchasing property after the annual dues billing date, shall be notified, and be assessed dues on a pro-rated basis.

Section 6: The Developer shall supply a copy of these By-Laws to each purchaser upon closing of sale of property, to alert him of his rights and powers and his Association's purpose.

Section 7: Any member who has not paid his dues by the first of September shall relinquish the use of Beach, Bath House, Showers, Swimming area, Trout Pond, Campgrounds and his snow-plowing, and weed mowing in front of his property may be discontinued immediately. Any member so delinquent, will also lose his/her voting privileges.

Section 8: This Association reserves the right, along with the Developer, to apply liens against property when delinquency is prevailing and delinquency is continuing as outlined in Section 3, above.

Article XI EXPENDITURES

Section 1: All necessary expenditures approved by the membership, and incurred by the Officers of the Association in the service of this organization, as above provided, shall be reimbursed by the Treasurer on order only by the Executive Board.

Section 2: The Associations bank account shall be in the name of the Association.

Section 3: Checks are to signed by both the President and the Treasurer.

Article XII RETIREMENT OR RESIGNATION OF OFFICERS

Section 1: All officers retiring, resigning or relocating from office, shall deliver to the Board all monies, accounts, records, books and any other property belonging to the Association, in good order.

Section 2: Any Officer or Director missing three (3) consecutive meetings without reasonable cause, will be replaced by Presidential appointment, subject to approval of the Executive Board.

Article XIII RESTRICTIONS AND BUILDING CODE

Section 1: This Association in it's development of commonly owned property, will comply fully with the recorded Restrictions and building codes on aforescribed property, in Churchill Township, County of Ogemaw, State of Michigan.

Section 2: In the event that a conflict exists between these By-Laws and the recorded Restrictive Covenants, The Restricted Covenants shall take precedent.


Section 3: Immediately after the Developer completes sales at Fawn Lake Subdivisions, and only 15 lots are left to market, this Association shall form, upon notification from the Developer, a Committee, named the Architectural Committee, which sole purpose shall be to continue and control the building styles and colors established by the Developer. This Committee shall guarantee that the Restrictive Covenants are enforced, each form of construction is in line with State and local codes and style and harmonious use of land is upheld. Until this Committee is intact, and established, the Developer shall enforce building approvals, and violations of building codes and Restriction enforcement.

Section 4: In the event of the death, insanity or insolvency of the Developer, or for any reason he shall leave the site prior to 15 lots remaining to market, this Association shall immediately establish the Committee outlined in Section 3 of this Article XIII.

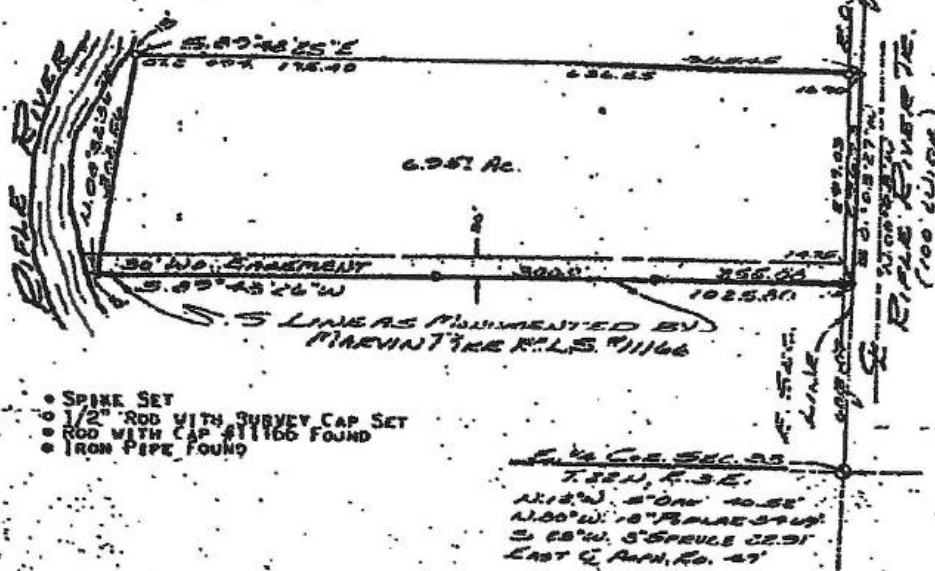
These By-Laws consist of pages one through five, and Articles I through XIII inclusive. Amendments, if any, forthcoming shall begin with Article 14, Section 1.

These articles in their entire form, have been presented to the Developer, his Legal Counsel, his lenders, and are acceptable to each concerned. They are to be recorded in the form as submitted.

Acknowledged by:


Ronald J. Bischoff, President
TIMERLINE DEVELOPMENT INCORPORATED
A Michigan Corporation





ALL THAT PART OF THE NORTHERLY 300 FEET OF THE SOUTHERLY 900 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, T.22N., R.3E., OGEAN COUNTY, LYING EAST OF THE RIFLE RIVER; FURTHER DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SECTION 33, T.22N., R.3E., CHURCHILL TOWNSHIP, OGEAN COUNTY, MICHIGAN; THENCE N. 01° 03' 27\"

RECEIVED

APR 18 1977

BRANDENBURG VILLAGE

CERTIFICATE OF SURVEY

BEARINGS SHOWN ON THIS SURVEY ARE BASED ON A SURVEY BY NORTHSTAR SURVEYS, INC. THE BEST ACCEPTABLE RATIO OF ERROR OF CLOSURE SHALL BE LESS THAN 1/10,000 OR ACTUAL ERROR OF CLOSURE SHALL BE LESS THAN 0.15 FEET.

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED APRIL 4, 1977, AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SURVEY WAS 1/12,000, AND THAT ALL OF THE REQUIREMENTS OF P.A. 132, 1971 (AS AMENDED 200, 1972) HAVE BEEN COMPLIED WITH.

SURVEYED FOR:

TIMBERLINE DEVELOPMENT, INC.
2511 RIFLE RIVER TRAIL
WEST BRANCH, MI 48861

John L. Oliver

JOHN L. OLIVER, P.L.S. NO. 19
NORTHSTAR LAND SURVEYS
2400 CEDAR LAKE ROAD
FSCODS, MI 48753

RESTRICTIVE COVENANTS

PERTAINING TO PLAT "FAWN LAKE NO. 1"

1. Boat horsepower limited to trolling motors of no more than 5 H.P.
2. No fowl, poultry or livestock may be kept or owned excluding one horse per owner even if in multiple lot owned conditions. Horses must be kept in designated shelter supplied by developer.
3. No trailers, mobile homes or tents permitted on any lot. Camper trailers or pick-up campers may be admitted into lake development, but must be placed on designated property. These camping facilities will have toilet and electrical outlets for their use only and a minimum charge will be levied to the user only to cover costs of electricity used.
4. Lodge or Clubhouse will be turned over to lot owners and small dues will be asked to cover only maintenance and upkeep. This Clubhouse will be built by developer and is paid for in lot selling prices.
5. Each lot owner in the sub-division shall have Rifle River rights as established.
6. Each lot owner shall have rights to parks designated and playground equipment supplied by developer at the developer's cost.
7. Each lot owner shall have rights to use designated Snowmobile trails installed by developer.
8. Each lot owner shall have rights to horseback riding trails designated and paid for by developer. Maintenance for the above items shall come from minimum dues forementioned. Dues will cover only maintenance and at completion of project, owners of property will take over maintenance and establish their dues structure.
9. One roadway will be used into sub-division only.
10. Motorcycles and Mini-bikes will not be permitted in sub-division, only on county roads. Above vehicles must conform to Michigan laws.
11. Developers must approve ALL building plans before construction begins. Each dwelling must be of new material. Each structure must be completed after 18 months. Exterior must be completed within 6 months. Each dwelling must consist of a minimum of 720 sq. ft. of living space, main floor, not including porches.
12. Each home must have it's INDIVIDUAL well and septic tank with tile field and must have approval and passage of local ordinances. Sharing of wells not permitted. Ordinance No. 6 of Ogemaw County & Act 294, Public Acts of 1965.
13. No structure shall be closer than 35' from water's edge; 25' from roads and 10' from each side lot line. All overhangs must be behind these limits.
14. Each lot owner has rights to boat ramp supplied by developers.
15. Fishing or motor-boating of persons outside of development is not permitted. This also pertains to snowbiling, horseback riding or usage of Rifle River Bluffs designated. Property owners pass issued to buyer will allow one guestpass for use of facilities for one family only.
16. Electrical service and telephone service will be available to lot owners as applied for by lot owner.
17. Developer will supply clear deed to each respective lot owner as contract is paid in full within time needed to attain same.
18. Each individual lot owner must make arrangements for his or her own garbage and refuse removal by local contractors. No trash burning or garbage burying is permitted.

RECEIVED NOV 30 1970 AT 9:00 A.M.
LIBER 213 of Deeds PAGE 457-9 incl.

Stella M. Crum
Register of Deeds - Ogemaw County

19. No hunting or trapping allowed in subdivision, No shooting of fire-arms permitted in development.
20. No commercial fencing permitted. Such as Cyclone, Hercules or similar type. Wooden only with new materials and must not exceed 4' (four feet) in height is permitted. No fencing may be erected without approval of developer or property owners organization.
21. Each lot is restricted to single family dwelling.
22. Campgrounds will be limited to one lot owner and his or her one guest pass allowing one family.
23. No signs of any type or size may be placed on any lot in subdivision.
24. No dogs or cats are permitted to run loose in subdivision.
25. No excessive noise permitted on camp grounds after 11:00 P.M.
26. Storing of or placing of trailers, immobile autos, refuse cans other than to maintain sanitary conditions is prohibited on any lot.
27. Boats and boat trailers may be winterized and stored on each respective lot, but may be stored only after boating season. Each lot is allowed only one boat, unless permission is granted from Association of lot owners or developers. Boats may be transferred to and from water during boating season and stored between useage in normal fashion.
28. Propane or bottled gas tanks may be used for heating or cooking purposes, but must be placed out of view from road. Shrubbery, landscaping or small new fence may be used for hiding its view. Shrubs or landscaping must be planted immediately after installation or, weather prohibiting, the following spring.
29. All sewage systems shall be installed in accordance with Ordinance No 6 of Ogemaw County.
30. All water wells and water supply systems shall be installed in accordance with Act 294, Public Acts of 1965.

Dated: November 24, 1970

WITNESS

Lorraine Hunt
Lorraine Hunt

Allen R. Turner
Allen R. Turner

James H. Miller
James H. Miller

Allen R. Turner
Allen R. Turner

James H. Miller
James H. Miller

Allen R. Turner
Allen R. Turner

James H. Miller
James H. Miller

Allen R. Turner
Allen R. Turner

James H. Miller
James H. Miller

Allen R. Turner
Allen R. Turner

SIGNED

Franklin J. Arney
Franklin J. Arney

Patricia A. Arney
Patricia A. Arney

Donald W. Arney
Donald W. Arney

Guendolyn H. Arney
Guendolyn H. Arney

Gordon Girard
Gordon Girard

Mary Gifford
Mary Gifford

Ronald J. Bischoff
Ronald J. Bischoff

Candice J. Bischoff
Candice J. Bischoff

Eugene Hajduk
Eugene Hajduk

Mary Hajduk
Mary Hajduk

James H. Miller
James H. Miller

Allen R. Turner
Allen R. Turner

Eldon C. Barclay Jr.
Eldon C. Barclay Jr.

Effie Lou Barclay
Effie Lou Barclay

ACKNOWLEDGEMENT

State of Michigan)
)S.S.
Ogemaw County)

Personally came before me this 24th day of November 1970,
the above named Franklin J. Arney, Patricia A. Arney, his wife, Donald W.
Arney, Gwendolyn H. Arney, his wife, Gordon Girard, Mary Girard, his wife,
Ronald J. Bischoff, Candice J. Bischoff, his wife, Eugene Hajduk, Mary
Hajduk, his wife, Eldon C. Barclay Jr. and Effie Lou Barclay, his wife, to
me known to be the persons who executed the foregoing instrument and acknow-
ledged that they executed the same as their free act and deed.

THEODORE J. McNAMARA
Notary Public, Oakland County, Mich.
My commission expires July 9, 1972

Notary Public Theodore J. McNamara Oakland County, Michigan
Theodore J. McNamara acting in Ogemaw County
My commission expires July 9, 1972