

Proposed

Amended Declaration of
Covenants and Restrictions
White Birch Lakes Recreational Association
2024



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ARTICLE I
DECLARATION, ENCUMBERANCE AND ACCEPTANCE

****NOTE: IF APPROVED, THIS SECTION WILL BE UODATED BY A TITLE COMPANY****

THIS DECLARATION is made this 14th day of September 2024, pursuant to the authority contained in Paragraph (16) of the original Restriction and Covenants of White Birch Lakes Subdivision of Clare, numbers 1, 2, 3, 4, 5, 6, and 7; located in section 26, T18N, R5W, Lincoln Township, Clare County Michigan as recorded in the Clare County Plats Liber 11 pages 17 to 23 (no.1), Liber 11 pages 32 to 38 (no. 2), Liber 12 pages 11 to 17 (no, 3), Liber 12 pages 27 to 33 (no. 4), Liber 13 pages 18 to 23 (no. 5), Liber 14 pages 12 to 21 (no. 6), and Liber 16 pages 50 to 52 (No. 7).

This document amends the original Covenants, Conditions, Easements and Restrictions Recorded in Liber 285 pages 268 to 325 (no. 1) Liber 288 pages 458 to 484 (no. 2), Liber 291 pages 276 to 303 (no. 3) Liber 297 pages 347 to 374 (no. 4), Liber 300 pages 284 to 311 (no. 5), Liber 435 pages 348 to 374 (no. 6), and Liber 460 pages 172 to 200 and Liber 501 pages 571 to 572 (no. 7), and Liber 542 page 18 (no. 1&2). However, this document does not amend other original Restrictions regarding improvements on certain lots, which run with the land forever.

WITNESSETH:

NOW THEREFORE. The White Birch Lakes Recreational Association ("Association") hereby declares that the real property located in the White Birch Lakes Subdivision of Clare ("Development") shall be held, conveyed, encumbered, leased, rented, used, occupied and improved, subject to the following restrictions, all of which are declared and agreed to be in furtherance of a common plan for improvement for the Development, established by the initial Developer (and now the Association) for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each lot and parcel situated therein. All of these restrictions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof. (Such persons being sometimes hereinafter referred to as "Owners".) The Association specifically reserves unto itself the right and privilege to designate any lot or tract of land that it owns within the Development as being common property in character and, where necessary, to apply for commercial classification or zoning.

By acceptance of a deed or equitable title, each Owner agrees to abide by these Covenants and Restrictions.

**ARTICLE II
DEFINITIONS**

SECTION 2.01 INTERPRETATION

1. For the purpose of this document, certain terms or word uses shall be interpreted as follows:
 - a. The word "person" includes a firm, association, partnership, trust, corporation or company, as well as an individual.
 - b. The present tense includes the future tenses, the singular number includes the plural, and the plural includes the singular.
 - c. The word "shall" is mandatory, the word "may" is permissive.
 - d. The words "used" or "occupied" include the words "intended", "designed", or "arranged" to be "used" or "occupied".
 - e. The word "lot" includes the word "plot", "tract" or "parcel".
 - f. Any word or term not defined herein shall have the meaning of common or standard use, which is reasonable for the context for which it is used herein.
 - g. Questions of interpretation arising hereunder shall be decided by the Environmental Protection Committee with appeal to the Board of Directors.
2. Whenever used in this document, the following words and phrases shall have the meaning ascribed to them in this section.

SECTION 2.02 DEFINITIONS

ABSOLUTE MAJORITY means more than half of the number of qualified voters.

ABUTTING/ADJACENT means the sharing of a lot line, or portion thereof, between the subject lot and another lot, easement, or other feature.

ACCESSORY BUILDING OR STRUCTURE means a building or structure customarily incidental and subordinate to the principal structure and located on the same lot as the principal building or on contiguous lots.

ANNUAL CHARGE means the same as Annual Assessment.

BUILDING means any structure, either temporary or permanent, having a roof supported by columns or walls, and intended for the shelter, or enclosure of persons, animals, chattels, or property of any kind. A building shall include tents, awnings, or vehicles situated on a parcel and used for the purposes of a building, and anything that exceeds sixty (60) sq. ft. in floor area or eight (8) feet in height, irrespective of the presence of permanent location on the ground or attachment to something having permanent location on the ground.

DWELLING, SINGLE-FAMILY means an independent, detached residential dwelling designed for and used or held ready for use by one (1) family only.

FENCE means an accessory structure intended to serve as an obscuring screen, physical barrier, and/or decorative landscape element.

HEALTH means the condition of being sound in body, mind or spirit.

JUNK means any motor vehicles, machinery, appliances, products or merchandise with parts missing, or other scrap materials that are damaged, deteriorated, or are in a condition, which prevents their use for the purpose for which the product was manufactured or intended.

LINCOLN TOWNSHIP ZONING ORDINANCE means the ordinance adopted by the Lincoln Township Board of Trustees to regulate land use within the township.

LOT means numbered parcels as designated in the maps established with the creation of the White Birch Lakes Subdivision of Clare, numbers 1, 2, 3, 4, 5, 6, and 7.

LOT LINES mean the lines bounding a lot.

1. Lot Line, Front: In the case of a lot not located on a corner, the line separating said lot from the road right-of-way or easement from which it gains access.
 - a. In the case of a corner lot, the front lot line shall be the shorter of the two (2) lines separating said lot from the adjacent road right-of-way or easements unless designated otherwise on a recorded plat.
2. Lot Line, Rear: The lot line opposite and most distant from the front lot line. In the case of a triangular or otherwise irregularly shaped lot or parcel, an imaginary line at least ten feet in length entirely within the lot or parcel, parallel to and at a maximum distance from the front lot line.
3. Lot Line, Side: Any lot line other than a front or rear lot line.

MANUFACTURED HOUSING means a manufactured home (formerly known as a mobile home) built to the Manufactured Home Construction and Safety Standards (HUD Code) and displaying a red certification label on the exterior of each transportable section. Manufactured homes are built in the controlled environment of a manufacturing plant and are transported in one or more sections on a permanent chassis.

MEMBER IN GOOD STANDING means a member as defined in Section 3.01 who is current in paying their assessments and is not in violation of the Covenants and Restrictions.

MODULAR HOME means a home constructed to the same state, local or regional building codes as site-built homes. Other types of systems-built homes include panelized wall systems, log homes, structural insulated panels, and insulating concrete forms.

NUISANCE means the use of one's property that causes damage, danger, or annoyance to others or that interferes with others using or enjoying their own property.

PORTABLE TOILET means a free standing, self-contained movable toilet structure equipped with a water-tight impervious container which receives human waste and fecal matter discharged through a hopper, seat, urinal or similar device and into which container may be placed disinfecting or deodorizing chemicals.

RECREATION means something done for pleasure or to relax.

RECREATIONAL LAND means any publicly or privately owned lot or parcel that is utilized for recreational activities, such as, but not limited to, camping, swimming, picnicking, hiking, nature study, boating, and fishing

RECREATIONAL VEHICLE means a vehicle primarily designed and used as temporary living quarters for recreational, camping, and/or travel purposes, including a vehicle having its own motor power or an enclosed space mounted on or drawn by another vehicle, including but not limited to the following types:

1. "Camping trailer (tent trailer)" means a portable, collapsible structure mounted on wheels and constructed of fabric, plastic or other pliable material which folds for towing by a motor vehicle and unfolds at the campsite.
2. "Motor home" means a portable dwelling constructed as an integral part of a self-propelled vehicle.
3. "Travel trailer" means a vehicular, portable structure built on a chassis, designed to be towed behind a motor vehicle and used as a temporary dwelling for travel, recreational and vacation uses.
4. "Truck camper (pick-up coach)" means a portable structure designed to be loaded onto, or mounted on the bed or chassis of a truck, having a body width not exceeding eight feet and a body length not exceeding thirty-two (32) feet.
5. "Self-contained" means a unit which can operate either independent of or connected to sewer, water and electric systems. It contains a water flushed

toilet, lavatory, shower and kitchen sink, all of which are connected to water storage and sewage holding tanks located within the trailer.

RELICTION means when land is exposed due to a natural process that results in the withdrawal of water.

RIGHT-OF-WAY means a strip of land upon which a dedicated easement exists to allow facilities such as roads, electric transmission lines, oil or gas pipeline, shade trees or other similar specified uses.

SETBACK means the minimum distance by which any specified building, structure, or use must be separated from a lot line or other specified feature.

SINGLE-FAMILY RESIDENCE means a building with a single dwelling, sharing no common wall, foundation, or other interconnection with another dwelling unit or structure.

STANDING TREE means a tree, living or dead, that is self-supporting and leaning less than 45 degrees.

STRUCTURE means anything constructed or erected, the use of which requires location on ground or attachment to something having location on the ground. Structures include, but are not limited to, principal and accessory buildings, decks, fences, privacy screens, walls, antennae, swimming pools, signs, access drives, street directional or street name sign, and landscape improvements.

TEMPORARY BUILDING (STRUCTURE) means a building which is not permanently affixed to the property, and is permitted to exist for a specific reason for a specific period of time.

TRACKABLE means that the correspondence is capable of being tracked.

UTILITY TRAILER means a small trailer that is designed to be pulled by an automobile or similar self-propelled conveyances.

YARD means the open spaces on the same lot with a main building unoccupied and unobstructed from the ground upward except as otherwise provided in these Restrictions, and as defined herein:

1. Front yard: An open space extending the full width of the lot, the depth of which is the minimum horizontal distance between the front lot line and the nearest point of the main building.
2. Rear yard: An open space extending the full width of the lot, the depth of which is the minimum horizontal distance between the rear lot line and the nearest point of the main building. In the case of a corner lot, the rear yard may be opposite either street frontage.

3. Side yard: An open space between a main building and the side lot line, extending from the front yard to the rear yard, the width of which is the horizontal distance from the nearest point on the side lot line to the nearest point of the main building.

ARTICLE III
WHITE BIRCH LAKES RECREATIONAL ASSOCIATION

SECTION 3.01: IN GENERAL

1. **MEMBERSHIP:** There has been created, under the laws of the State of Michigan, a not-for-profit corporation known as the “White Birch Lakes Recreational Association”, which is referred to herein as “The Association”. Every person who acquires title (legal or equitable) to any residential lot in the Development shall be a member of the Association, except that only one (1) of any number of co-owners of a lot shall be entitled to a vote. The foregoing provision requiring that owners of residential lots within the Development be members of the Association is not intended to apply to those persons who hold an interest in such real estate merely as security for the performance of an obligation to pay money, e.g., mortgagees and land contract vendors. However, if such person should realize upon his security and become the real owner of a residential lot within the Development, he will then be subject to all the requirements and limitations imposed in these restrictions on owners of residential lots within the Development and on members of the Association, including those provisions, with respect to alienation and the payment of an annual charge.
2. **ASSOCIATE MEMBERSHIP:** In addition to the foregoing, the Board of Directors of the Association establishes associate memberships in the Association for persons who may from time to time be tenants or regular occupants of dwellings within the Development and whom are not otherwise entitled to the benefits of membership by virtue of being owners or co-owners of residential lots (as outlined in paragraph 3.01(1)) within the Development. Such associate memberships, if any, shall cease automatically upon the termination of such tenancy or occupancy. Associate members shall have none of the rights of members to vote at meetings of the Association.
3. **MEMBERSHIP RIGHTS:** The rights of the members of the Association shall be set forth in the Bylaws of the Association.
4. **SUSPENSION OF PRIVILEGES OF MEMBERSHIP:** Notwithstanding any other provision contained herein, the Board of Directors of the Association, by a vote of a majority of directors making up a quorum at the meeting, shall have the right to suspend the voting rights, (if any) and the right to use the facilities of the Association of any member or associate member:

- a. For any period during which any Association charge (including any fines) on any lot owed by the member or associate member remains unpaid; and/or
- b. During the period of any continuing violation of the restrictive covenants of the Development, after the existence of the violation shall have been declared by the Environmental Protection Committee.
- c. Suspension of privileges of membership is subject to the stay of enforcement provisions in Section 11.06.

SECTION 3.02: PURPOSES OF THE ASSOCIATION

1. To promote pleasure, social recreation and sports activities for its members, their families, and guests, and to develop and maintain a recreationally oriented environment in the Development.
2. To provide a means whereby the streets, and those areas within the Development designated as parks, lakes, recreational areas and other amenities on the plats thereof, and such other recreational facilities within the Development as may be conveyed to the Association or established by it, may be operated, maintained, repaired and replaced.
3. To provide a means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment and public safety of such streets, parks, lakes and recreational facilities or other amenities and such other recreational facilities within the Development as may be conveyed to the Association.
4. For the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each lot and parcel situated therein.

SECTION 3.03: POWER OF THE ASSOCIATION TO LEVY CHARGES FOR THE OPERATION OF THE ASSOCIATION

1. ANNUAL CHARGE: The Association, by its Board of Directors, shall have the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by law, as well as the power to levy a uniform annual charge against the individual lots of the Development. The Board of Directors, acting in accordance with the By-Laws of said Association, shall, after consideration of the financial requirements of the Association, so determine the annual lot charge. The charge or assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association, and, in particular, for the improvements and maintenance of the properties owned or operated by the Association.
 - a. Each adult person having a legal or equitable ownership in a lot shall be a member of the association and shall be required to pay only one such annual

charge for each lot owned, subject to contiguous lot status. The act of combining one or more lots for taxation purposes does not relieve the owner of paying the annual charge on all lots as they originally exist. No charge shall ever be levied against the Association itself, or any corporation that may be created to acquire title to and operate utilities serving the Development.

2. **DUE DATE:** Every such charge so made shall be paid by the member of the Association on or before the first day of March of each year, or as determined by the Association, for the current year. The Board of Directors of the Association shall fix the amount of the annual charge per lot by the first day of February of each year, and written notice of the charge so fixed shall be sent to each member prior to February 15th of each year, or by the date determined by the Association. This notice may be in paper or electronic form, as requested by the Member. The Board of Directors may, at its discretion, establish payment plans for the purpose of collecting annual assessments, including fees for participation therein.
3. **DELINQUENCIES:** If any charge levied or assessed against any lot subject to these restrictions shall not be paid when due, or within the requirements of any payment plan established by the Board of Directors, it shall then immediately become a lien upon the lot or lots owned by the persons owing such charge or charges, and shall remain a lien against said lot or lots until paid in full together with interest as is hereinafter provided and other charges or costs which might become due as a result of non-payment, or as is hereinafter provided in Article XI.
4. **CHANGE OF OWNERSHIP:** Every person who shall become the owner of any lot subject to these Restrictions, whether such ownership be legal or equitable, and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified and by acquisition of such interest, agrees that any such liens or charges which may be extant upon said lot or lots at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in the Development is hereby notified that by the act of acquiring such title, such person will be conclusively held to have covenanted to pay the Association all the charges that the Association shall make pursuant to these Restrictions.
5. **CERTIFICATE OF AMOUNTS DUE:** The Association shall, upon demand and at any time, furnish a certificate in writing signed by an Officer of the Association certifying that the assessments against said lot remain unpaid or are paid, as the case may be. A reasonable charge may be made by the Board of Directors of the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE IV
ENVIRONMENTAL PROTECTION COMMITTEE

SECTION 4.01: COMPOSITION AND DUTIES

1. **COMPOSITION OF THE COMMITTEE:** The committee shall be composed of a minimum of three (3) members who shall be appointed by the president of the Association and approved by the Board of Directors and shall be subject to removal by the same at any time. In addition, the Board of Directors shall designate one of their members as a liaison to this committee. Any vacancies from time to time existing, shall be filled by appointment in the same manner.

2. **DUTIES OF THE COMMITTEE:** The Committee shall deal with lot improvements, building restrictions, forest conservation and tree removal, contiguous lot status, camping regulations and permits, maintenance of properties, blight and clutter and such other items as assigned by the Board of Directors. The committee shall approve or disapprove any application within thirty (30) days after all required information shall have been submitted to it. One copy of the application and submitted material shall be retained by the Association for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for such disapproval.

SECTION 4.02: POWERS OF THE COMMITTEE

1. **LOT IMPROVEMENTS AND BUILDING RESTRICTIONS:** No dwelling, building structure or improvement of any type or kind may be constructed or placed on any lot in the Development without the prior written approval of the Environmental Protection Committee, with the exception of those regulated under Article VI. General maintenance and repairs are not subject to this section. Such approval shall be obtained only after written application has been made to said Committee by the owner of the lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by a complete set of plans and specifications for such proposed construction or improvement. Such plans shall include plot plans showing the location of any improvements existing upon said lot and the location of the improvement proposed to be constructed or placed upon said lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, including dredging of ponds, together with any other material or information which the Committee may require. All plans, drawings, etc. required to be submitted to said Committee shall be drawn to a scale of 1 inch = 10 feet, or to such other scale as the Committee may require. There shall also be submitted, where applicable, the permits or reports required under Section 5.03(6)(d) of these restrictions. The Environmental

Protection Committee may require that such plot plans shall be prepared, at the owner's expense, by either a registered land surveyor, engineer or architect.

2. **FOREST CONSERVATION AND TREE REMOVAL:** In order to maintain the woodland character of the Development, no standing tree over three (3) inches in diameter, may be removed from any lot in the Development without first having obtained the written consent of the Committee. In case of emergency such as imminent danger to structures or ingress/egress, the owner shall make a reasonable attempt to contact a member of the Environmental Protection Committee, the Board of Directors, or an Association staff member before taking action.
3. **RULES CONCERNING BUILDING ON CONTIGUOUS LOTS HAVING ONE OWNER:** Whenever two or more contiguous lots in the Development shall be owned by the same person, and such persons shall desire to use two (2) or more of said lots as a site for a single-family dwelling house and accessory structures, he/she may apply in writing to the Environmental Protection Committee for permission to use said lots for said purpose. If written permission for such a use is granted, the lots constituting the site for such single-family dwelling house and accessory structures shall be treated as a single lot for the purpose of applying these Restrictions to said lots, so long as the lots remain improved with one single family dwelling house. This exemption shall only be applied to one (1) contiguous lot per owner and if a vacant lot that is subject to contiguous status is later sold, the seller shall repay to the Association any and all past dues that were waived under this section.
4. **CAMPING REGULATIONS:** The Committee shall have the power to inspect and require compliance with all camping restrictions as set forth in Article VI.
5. **MAINTENANCE OF PROPERTIES, BLIGHT AND CLUTTER:** The Committee shall have the power to inspect and require clean-up and removal of unsightly debris, and other items as may be required by the rules and regulations of the Association.
6. **DISAPPROVAL BY THE COMMITTEE:** The Committee may refuse to grant permission to construct, place or make the requested improvement, or other permission required by these restrictions when:
 - a. The plans, specifications, drawings and other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these Restrictions.
 - b. The design or color scheme of a proposed improvement is not in harmony with the general surroundings of said lot or with adjacent buildings or structures.
 - c. The proposed improvement or permission, or any part thereof, would in the opinion of the Committee, be contrary to the interests, welfare or rights of all or any part of the owners of other lots in the Development.

- d. Any lot owner may appeal the decision of this Committee, in writing, to the Board of Directors of the Association.
7. **POWER TO GRANT VARIANCES:** The Committee may allow reasonable variances or adjustments to these Restrictions where literal application thereof would result in unnecessary hardship; provided, however, that any such variance or adjustment is granted in conformity with the general intent and purposes of these Restrictions and that the granting of a variance or adjustment will not be materially detrimental or injurious to any other lots in the Development.
8. **POWER TO CHARGE APPLICATION FEES:** The Committee may, if it deems the same to be reasonably necessary for the accomplishment of its duties and responsibilities, assess a fee not to exceed the fee set by the Board of Directors of the Association for considering the application of any person under this section. However, when a determination has been made that a fee should be charged, it shall be uniformly charged to all applicants.
9. **LIABILITY OF COMMITTEE:** Neither the Committee nor any agent thereof, nor the Association, shall be liable in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.
10. **SPECIAL PROVISIONS CONCERNING PIERS:** When the Committee shall permit the construction or placing of a structure, wholly or partly within a lake, such permits shall constitute a mere license from the Association or its successors in title to the lake which may be terminated or restricted. All permits shall be in conformance with Section 7.01(10) of these restrictions.
11. **RIGHT OF THE COMMITTEE TO INSPECTION:** To the extent that inspection of improvements and other items requiring action by this Committee is not provided by appropriate governmental agencies, it shall be the right of the Committee to inspect the property and any work being performed pursuant to the Committee's approval to ensure compliance with these Restrictions and applicable regulations.
12. **ENFORCEMENT:** The Committee shall enforce these restrictions pursuant to Article XI, subject to appeal to the Board of Directors of the Association. Past non-enforcement of any of these restrictions shall not constitute a precedent that would prevent their future enforcement by the committee.

ARTICLE V
REQUIREMENTS FOR CONSTRUCTION OF PERMANENT STRUCTURES

SECTION 5.01: RESIDENTIAL CHARACTER OF THE DEVELOPMENT

1. **IN GENERAL:** Every numbered lot in the Development, unless it is otherwise designated on the plats, is a residential lot and shall be used exclusively for single-family residential purposes. No structure shall be erected, placed or permitted to remain upon said lots, except a single-family dwelling house and such outbuildings as are usually accessory to a single-family dwelling house.
2. **RESIDENTIAL USE OF ACCESSORY OUTBUILDINGS PROHIBITED:** No accessory outbuildings shall be erected on any of said lots prior to the erection thereon of a single-family dwelling house. In no event shall any such accessory outbuilding structure which may be constructed upon such lot under these restrictions ever be used as a residence or dwelling house or place of human occupancy or habitation.
3. **OCCUPANCY OR RESIDENTIAL USE OF PARTIALLY COMPLETED DWELLING HOUSES PROHIBITED:** No dwelling house constructed on any of said lots shall be occupied or used for residential purposes or human habitation until it has received an approved occupancy permit as issued by the Township of Lincoln, County of Clare, or State of Michigan.

SECTION 5.02: RESTRICTIONS CONCERNING SIZE AND PLACEMENT OF DWELLING HOUSES AND OTHER STRUCTURES, AND THE MAINTENANCE THEREOF

1. **MINIMUM LIVING SPACE AREAS:** No house or dwelling shall be permitted having less than a 720 square foot outside dimension, exclusive of porches, terraces, garages, carports, and other buildings. In determining the amount of living space contained within the house, there shall not be taken into consideration any area which is wholly or substantially below ground level. A home may not be constructed with less than 1,000 square feet of above grade living space.
2. **SET-BACK REQUIREMENTS:** Except as may be otherwise provided in these restrictions or on the plats, no dwelling house or above grade structure shall be constructed or placed on any numbered lot in the Development (except fences, the placement of which is provided for hereinafter) except as follows:
 - a. **FRONT YARDS:** The front building setback line shall be equal to (1/2) of the width of the adjoining road right-of-way. In the event that on a particular lot the width of the said lot shall be less than sixty-five (65) feet at that point, then the

building setback line on that lot shall be established at the point where said lot has a minimum width of sixty-five (65) feet.

- b. SIDE YARDS: The side yard setback line shall not be less than ten (10) feet from the side line of the lot, except where said lot is a corner lot, and in such cases the minimum side yard setback line shall be equal to one-half (1/2) of the width of the adjoining road right-of-way.
 - c. REAR YARDS: If the rear of a particular lot abuts on a road, whether public or private, the minimum rear setback line shall be equal to one-half (1/2) of the right-of-way of said road. If the rear of a particular lot abuts on Teal Lake, Timber Lake, Holiday Lake or White Birch Lake, the minimum rear setback shall be the further of fifty (50) feet from the normal high-water mark for said lake, being 1070', 1058', 1058' and 1105', respectively, or the freeboard line at the same elevation. In all other cases, the minimum rear setback line shall be thirty (30) feet or twenty-five percent (25%) of the depth of the lot, whichever is greater.
3. If a setback cannot reasonably be complied with, a request for a variance may be made in writing to the Environmental Protection Committee with appeal rights to the Board of Directors.

SECTION 5.03: CONSTRUCTION OF PERMANENT STRUCTURES

1. BUILDING CODES: All new construction, including modular homes, shall comply with applicable building codes as adopted by the State of Michigan, County of Clare, and Township of Lincoln. Manufactured homes (also known as mobile homes) are not allowed after the date of approval of these amendments.
2. EXTERIOR CONSTRUCTION MATERIALS: The finished exterior of every building constructed or placed on any numbered lot in the Development shall be of material consistent with current building codes.
3. DILIGENCE IN CONSTRUCTION: The exterior of every building whose construction or placement on any numbered lot in the Development is begun shall be completed within six (6) months after beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than six (6) months from the time of such destruction or damage. All structures constructed, reconstructed, or placed on any numbered lot in the Development shall be constructed with a substantial quantity of new materials, and no used structures shall be relocated or placed on any such lot.

4. MAINTENANCE OF LOTS AND IMPROVEMENTS: The owner of each lot in the Development shall, at all times, maintain said lot and any improvements situated thereon in such a manner so as to prevent said lot or improvements from becoming unsightly and, specifically such owner shall:
 - a. Remove all debris, junk or rubbish from said lot;
 - b. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of said lot;
 - c. Where applicable, prevent debris or foreign material from entering any lake or stream;
 - d. When such debris or foreign material has entered a lake or stream from said lot, to remove same;
 - e. Keep the exterior of all improvements constructed on said lot in such a state of repair or maintenance so as to avoid their becoming unsightly.

5. ASSOCIATION'S RIGHT TO PERFORM MAINTENANCE: In the event that the owner of any lot in the Development shall fail to maintain said lot or any improvements situated thereon in accordance with the provisions of these restrictions, and any By-laws of the Association which, from time to time, may be in effect, and which may be relevant to these restrictions, said Association, acting upon the recommendation of the Environmental Protection Committee, shall have the right, by and through its agents or employees or contractors to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and the improvements situated thereon, (if any) conform to the requirements of these restrictions. The cost, therefore, to the Association shall be added to and become a part of the annual charge to which said lot is subject, and may be collected as set forth in Article XI. Neither the Association nor any of its agents, employees, or contractor shall be liable for any damage, which may result from any maintenance work performed hereunder. Maintenance shall only be performed in compliance with the requirements of Article XI.

6. PROVISIONS REGARDING DISPOSAL OF SANITARY WASTE:
 - a. No outside toilets shall be permitted except for portable toilets placed as follows:
 - i. On commonly-owned properties as approved by the Board of Directors.
 - ii. In conjunction with a new construction project on a privately-owned lot or commonly-owned property.

- iii. In conjunction with a social gathering held on a privately-owned lot, for a time specified.
 - iv. Portable toilets placed on privately-owned lots must receive approval from the Environmental Protection Committee prior to placement on said lot.
 - b. All septic systems constructed on lots shall be constructed in compliance with the Michigan Public Health Code, Act 368 of 1978 or its successor, with rules and regulations adopted by Clare County, and with all other authorities concerning disposition of sanitary wastes and similar material. All such septic systems and percolation tests prepared in connection therewith shall be designed and prepared by persons qualified to do so under state law.
 - c. The foregoing notwithstanding, in no event shall any portion of a septic or sanitary waste system be situated within fifty (50) feet of any lake or stream or below an elevation of 1070' if the lot abuts Teal Lake, 1058' if the lot abuts Timber Lake and Holiday Lake, or 1105' if it abuts White Birch Lake; nor shall any discharge from any sanitary waste system, sump pump, portable toilet, or other similar device be permitted to enter into a Lake or stream. Violation of this subsection shall be deemed to have created a nuisance as the same is hereinafter described.
 - d. Copies of all permits, plans and designs and tests relating to the construction of a septic system shall be submitted to the Environmental Protection Committee at the time of the submission of all other plans or documents required for the obtaining, from said Committee, of a permit to build and before any construction is begun.
- 7. FENCES: In order to preserve the natural quality and aesthetic appearance of the existing geographical areas within the Development, all property lines shall be kept free and open one to another and no fences shall be permitted on any lot or lot lines except where, in the opinion of the Environmental Protection Committee, a fence or other enclosure, as a structure or aesthetic feature of a design concept, will contribute to and be in keeping with the character of the area. In such cases, the Committee shall determine the size, location, height and composition of the fence or other enclosure.
- 8. PERMITS: Copies of any permits obtained from Lincoln Township and/or Clare County shall be filed with the Association office. All such permits, including those issued by the Environmental Protection Committee, shall be displayed in a prominent place upon the property.

ARTICLE VI
REQUIREMENTS FOR CAMPING AND TEMPORARY STRUCTURES ON
PRIVATELY OWNED LOTS

SECTION 6.01: RESTRICTIONS CONCERNING THE CAMPING SEASON, RECREATIONAL VEHICLES, AND THEIR PLACEMENT ON VACANT LOTS

1. **CAMPING SEASON:** Camping will be allowed on vacant lots from May 1st through November 30th of each year. Recreational vehicles and camping accessories are not required to be removed during this timeframe.
2. **CAMPING UNITS:** All camping units must be set back at least 100 feet from any road. If a setback cannot reasonably be complied with, a written request for a variance may be made to the Environmental Protection Committee with appeal rights to the Board of Directors.
 - a. Camping units are limited to one per lot, however members with adjoining vacant lots totaling 1.5 acres or more may locate up to two units on one lot.
3. **MAINTENANCE OF CAMPING UNITS:** The exterior of any recreational vehicle used for camping on a vacant lot shall be kept in such a state of repair or maintenance as to not be unsightly, and so as to allow it to be removed from the lot in the off season.
4. **OFF-SEASON:** Camping in and storage of recreational vehicles on vacant lots between December 1st and April 30th is prohibited.
5. **TENT CAMPING:** Tent camping is allowed during the camping season only, and tents must be removed between each period of occupancy.

SECTION 6.02: CAMPING ACCESSORIES ON VACANT LOTS

1. **OFF-SEASON CAMPING ACCESSORY REMOVAL:** With the exception of the following, all camping accessories must be removed from vacant lots between December 1st and April 30th:
 - a. Fire rings.
 - b. Landscaping.
 - c. Picnic tables.

- d. Wood piles.
 - e. Decking no greater than 6" in height.
 - f. Lighting, electric utilities, and signage contained on permanently attached poles.
 - g. Well pump covers and houses.
 - h. No more than one (1) outdoor storage box that is earth toned in color and no larger than 6' long, 4' wide and 3' tall.
 - i. Security cameras.
2. Items including, but not limited to, trailers, boats, tables (other than picnic tables), chairs, removable light fixtures, removable signs, play structures, temporary structure frames, temporary fencing, and anything else not permanently fixed shall be removed from the lot between December 1st and April 30th.

SECTION 6.03: MAINTENANCE OF VACANT LOTS USED FOR CAMPING: The owner of each lot in the Development shall, at all times, maintain said lot in such a manner so as to prevent said lot from becoming unsightly and, specifically such owner shall:

- f. Remove all debris, junk, or rubbish from said lot;
- g. Where applicable, prevent debris or foreign material from entering any lake or stream;
- h. When such debris or foreign material has entered a lake or stream from said lot, to remove same in a timely manner;

SECTION 6.04: PROVISIONS REGARDING DISPOSAL OF SANITARY WASTE ON VACANT LOTS USED FOR CAMPING

1. Vacant lots used for camping purposes must comply with the requirements of Section 5.03(6), with the following exceptions:
- a. Recreational vehicles on lots that are not serviced by a septic system and that are self-contained for the purposes of sanitary waste disposal are permitted.
 - b. Users of pop-ups and tents must utilize health department-approved private or association-owned sanitary facilities.

SECTION 6.05: ASSOCIATION’S RIGHT TO PERFORM MAINTENANCE ON VACANT LOTS

The Association reserves the same right to perform maintenance on vacant lots as contained in Section 5.03(5).

SECTION 6.06: CAMPING ON LOTS WITH RESIDENTIAL STRUCTURES

1. No more than one (1) recreational vehicle may be stored outdoors on an assessed lot with a residential structure, and no Member may store more than two (2) recreational vehicles total.
2. Recreational vehicle storage must comply with setback requirements.
3. Camping on lots with residential structures is allowed for no more than ten (10) days in any calendar month.

SECTION 6.07: TEMPORARY STRUCTURES

1. Temporary structures for storage of equipment and materials, and for the protection of people from the elements, are allowed on all lots under the following conditions:
 - a. Any permits, annual or otherwise, required by Lincoln Township for the placement of such temporary structures on vacant land must be obtained and a copy filed with the Association office.
 - b. Temporary structures, including any framework, must be kept in a usable state of repair.
 - c. Temporary structures, with the exception of tents as defined in Section 6.01(5) above, shall not be used as living quarters.

**ARTICLE VII
GENERAL PROHIBITIONS**

SECTION 7.01: PROHIBITIONS

1. IN GENERAL: No noxious, illegal, or offensive activities shall be allowed on any lot in the Development, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any owner of another lot in the Development.
2. SIGNS: No signs or advertisements larger in size than three (3) square feet shall be displayed or placed on any lot or structure in the Development without the prior written

approval of the Environmental Protection Committee.

3. ANIMALS: No animals shall be kept or maintained on any lot in the Development, except the usual household pets, and in such case, such household pets shall be kept confined, controlled, or attached to a leash so as not to become a nuisance.
4. VEHICLE PARKING: No vehicle shall be parked on any street in the Development.
 - a. No truck (8,000 GVW or greater) shall be parked for overnight (or longer) on any lot in the Development, unless the same shall be parked in such a manner so that it is not visible to the occupants of other lots in the Development or the users of any street or Lake in the Development.
5. DISPOSAL OF GARBAGE: No owner of any lot in the Development shall burn or permit the burning, out of doors, of garbage, trash or other like household refuse, nor shall any such owner accumulate or permit the accumulation, out of doors, of such refuse on his/her lot.
 - a. If provided, Association-contracted dumpsters shall not be used for the dumping of items such as mattresses, televisions, household hazardous waste, and any other items not specifically allowed by the company providing the dumpsters to the Association. No trash shall be placed on the ground outside of the dumpsters.
6. OPEN BURNING: Burning of organic materials such as wood and leaves outside of a fire ring made of inflammable materials such as metal or stone shall only be performed after issuance of such permits as required by the Michigan Department of Natural Resources (or its successor) and/or the Lincoln Township Fire Department.
7. RESTRICTION ON CONSTRUCTION OF MODEL HOMES: No owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house unless prior written permission to do so shall have been first obtained from the Association. No dwelling constructed within the Development shall be resold within two years after its construction without the consent of the Association.
8. TARPS: Any coverings or tarps used to protect any items on a property shall be earth toned, in order to blend into the surroundings.
9. SHORT-TERM RENTALS: Owners using their property for the purpose of short-term rentals shall register their property with the Association and shall abide by the following requirements:
 - a. Provide a copy of their insurance policy to the Association, with the Association

named as additionally insured.

- b. Pay any fees established by the Association for the use of common areas and amenities by the guests of the short-term rental.
 - c. Guests of short-term rentals are not eligible for status as an associate member, but shall be eligible to use the common areas if the property owner is a member in good standing.
 - d. Guests must comply with all rules promulgated by the Association, including these Covenants and Restrictions, and all state and local laws. Any fines that are levied as a result of violation of these Covenants and Restrictions shall be the responsibility of the property owner.
10. LIMITED ACCESS: There shall be no access to any lot on the perimeter of the Development except from designated roads within the Development. Lot numbers 237 through 242 and 361 through 366 are exempt from this requirement.
11. DOCKS, PIERS, ETC: No pier, dock or other structure may be constructed in such a manner that any portion thereof extends more than fifteen (15) feet into the lake, and in no event shall any pier, dock or other structure be erected without prior written permission of the Environmental Protection Committee.
12. WATERCRAFT RESTRICTIONS: Watercraft activities on all lakes will be limited to watercraft powered solely by humans or wind, and watercraft powered by electric outboard motors of not more than five (5) horsepower. No wake shall be created at any time by the use of watercraft, and no watercraft shall be equipped with facilities which will discharge any waste materials into the lake.
13. DITCHES AND SWALES: It shall be the duty of every owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated, to keep such portion thereof as may be situated upon his lot or in the right-of-way continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably required to accomplish the purposes of this sub-section. All lot owners, where required, shall install dry culverts between the road right-of-way and their lots in conformity with the specifications and recommendations of the Environmental Protection Committee.
14. INSTALLATION OF UTILITY SERVICES: No utility services may be installed under finished streets except in one of the following methods:
 - a. By jacking, drilling or boring; or
 - b. If an open trench method is used, such trench must be covered with a six (6) inch

thick slab of 2500 PSI concrete bridging the backfilled trench approximately twelve (12) inches below the finished grade and bearing at least twelve (12) inches on each side of the trench. The trench above the concrete slab shall be finished to match the existing street.

**ARTICLE VIII
EASEMENTS**

SECTION 8.01: EASEMENTS

1. EASEMENTS: The Association creates and reserves unto itself, its successors and assigns, certain easements along, across, over, under and upon the real estate that constitutes the Development. The easements so reserved by the Association are described as follows:
 - a. The Association, for itself, its successors and assigns and licensees, reserves a ten (10) foot wide easement on each lot along all road rights-of-way, and a five (5) foot easement along the side and rear lines of each and every lot in the Development and also a ten (10) foot wide easement along the outside perimeter boundary lines of lots situated on the perimeter of the Development for the purpose of installing, maintaining and operating utility lines and mains thereon, together with the right to trim, cut or remove any trees and/or brush, and the right to locate guy wires, braces and anchors wherever necessary upon said lots for installation, maintenance and operation of utilities, together with the right to install and maintain and operate utility lines and mains and appurtenances thereto, and reserving unto itself, its successors and assigns and licensees, the right to ingress and egress to such areas for any of the purposes heretofore mentioned. No permanent building shall be placed on such easements, but the same may be used for gardens, shrubs, landscaping and other purposes, provided that such use or uses do not interfere with the use of such easements for their intended purposes. In instances where an owner of two or more adjoining lots erects and constructs a dwelling or building which will cross over or through a common lot line, the same shall not be subject to the aforementioned five (5) foot easement along or upon the contiguous or common lot line.
 - b. The Association further reserves for itself, its successors and assigns and licensees, for lake and shoreline maintenance and control along that portion of each lot contiguous to the shoreline of a lake, an easement ten (10) feet wide. Any such lot shall also be subject to a flowage easement to an elevation on the lot equal to the high-water elevation of such lake.

- c. The Association, for itself, its successors and assigns and licensees, reserves a thirty (30) foot wide easement along all road rights-of-way for the purpose of cutting and filling and drainage. The Association further reserves unto itself, its successors and assigns and licensees, the right to cause or permit drainage of surface water over and/or through said lots, and further, it reserves an easement on, over and under all road rights-of-way for the purpose of installing, maintaining and operating utilities or drainage, and such additional easements for drainage as may be shown on the recorded plat.
- d. Each lot shall further be subject to an easement for the maintenance and permanent stabilization control of slopes.
- e. No owner of any lot in the Development shall have any claim or cause of action against the Association, its successors, assigns or licensees, either in law or in equity, and arising out of the exercise of any easement reserved hereunder, excepting in cases of willful or wanton negligence.

ARTICLE IX
COMMONLY-OWNED AREAS

SECTION 9.01: OWNERSHIP, USE AND ENJOYMENT OF STREETS, PARKS, AND RECREATIONAL FACILITIES

1. OWNERSHIP OF COMMON AREAS: Each street, lake, park, recreational facility or other amenity depicted on the recorded plats of the Development and/or owned by the Association, is and shall remain private, and neither the Association's execution or recording of the plats nor the doing of any other act by the Association is, or is intended to be, or shall be construed as, a dedication to the public of any of the streets, lakes, parks, recreation facilities or other amenities. A license upon such terms and conditions as the Association, its successors, assigns or licensees shall from time-to-time grant, for the use and enjoyment of each of said streets, lakes, parks, recreational facilities and other amenities, is granted to the persons who are from time-to-time members of the Association as described in Article III. Ownership of the streets, lakes, parks, recreational facilities and other amenities shall remain in the Association, subject to the conditional license described above.

The Association covenants, for itself, its successors, assigns and licensees, fee simple title, free of financial encumbrances, to such streets, lakes, parks, recreational facilities, dams and spillways and other amenities, together with all oil, gas and mineral rights of the Development. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the conveyance shall be deemed to have been accepted by the Association and those persons who shall from time-to-time be

members thereof, upon the recording of a deed or deeds conveying such streets, lakes, parks, recreational facilities, dams and spillways and other amenities to the Association.

2. USE OF ROADS: No motorized vehicle shall be driven on any street within the Development at a speed in excess of the posted limits or in violation of the laws of the State of Michigan. A motorized vehicle shall mean any device which utilizes a motor for propulsion. This shall include, but not be limited to: automobiles, trucks, snowmobiles, motorcycles, mopeds, and recreational vehicles of any type.
 - a. Appropriate postings of speed limits shall be made by the Association. The Association shall have the power to assess fines for the violation of such speed limits in accordance with Article XI.

SECTION 9.02: PROVISIONS WITH RESPECT TO LAKES AND LOTS CONTIGUOUS THERETO

1. IN GENERAL: Certain lots in the Development are, as aforesaid, contiguous to a lake which has been established within the boundaries of the Development.
2. OWNERSHIP: The water in and the land under all lakes is and will be owned by the Association. All lakes are depicted on the recorded plats of the Development. The title that is acquired by the grantee of lots contiguous to a lake (and by the successors and assigns of such grantee) will and shall extend only to the shoreline of the lake as is provided on the plats of the Development, as recorded.
3. RIPARIAN RIGHTS: No such grantee, nor any of such grantee's successors or assigns shall have any right with respect to any stream that is a tributary to a lake, or with respect to a lake, the land thereunder, the water therein, or its elevation, use of condition, and none of said lots shall have any riparian rights or incidents appurtenant; provided further that title shall not pass by reliction or submergence or changing water elevations.
4. DREDGING: The Association, its successors, assigns and licensees shall have the right, but not the duty, at any time to dredge or otherwise remove any accretion or deposit from any of said lots in order that the shoreline of the lake to which the lot is contiguous may be moved toward, or to, but not inland, beyond the location of said shoreline as it would exist as of the date hereto if the water elevation in said lake was at an elevation one vertical foot above the normal pool water elevation indicated in said Development plats, and title shall pass with such dredging or other removal as by erosion.
5. WATER LEVELS: The Association reserves to itself, and its successors and assigns, the right to raise and lower the water elevation of any lake, but neither the Association, nor any successor or assign of the Association shall have an easement to raise the high-water elevation of a lake to an elevation above that indicated on said Development plats.

ARTICLE X
TRANSFER OF DEEDS AND/OR OWNERSHIP

SECTION 10.01: RIGHTS OF FIRST REFUSAL

1. OFFER: Whenever the owner of a lot in the Development receives a bona fide offer to purchase a lot at a price and terms acceptable to him/her, either through a real estate broker or by him/herself, the selling owner shall offer said lot to the owner of the adjacent lot on the right of the prospective seller's lot and to the owner of the adjacent lot on the left of the prospective seller's lot and to the Association, or its assigns (offerees).
 - a. The "lot on the right", for the purposes of this section, shall be the next lot on one's right as one faces one's own lot from the road.
2. NOTIFICATION: Such offerings shall be made concurrently and in writing and sent by registered mail or other trackable means to owners' last known address. Each of said offerees shall have ten (10) business days after the first attempt at delivery of such offering within which to accept or refuse such offer in writing. The owner of the lot on the right shall have the first right of refusal; the owner of the lot on the left shall have the second right of refusal; the Association shall have the third right of refusal. Failure to respond in writing shall be considered a refusal. If all of said offerees refuse to purchase said lot at a price and terms acceptable to the selling owner, the selling owner shall be free to sell the lot to the public.
3. MEMBER IN GOOD STANDING: A member wishing to invoke the right to first refusal must be in good standing with the Association.
4. WAIVER FOR FAMILY MEMBERS: Rights of first refusal are waived for all sales and transfers, whether it be a home or a vacant lot, between family members, which is defined as the owner(s) spouse, mother, father, brother, sister, son, daughter, adopted son, adopted daughter, grandson or granddaughter.
5. WAIVER FOR FORECLOSURES: Rights of First Refusal are waived in the case of foreclosure by a mortgage holder, the County of Clare, or the State of Michigan.

SECTION 10.02: EFFECT OF OWNER'S ACCEPTANCE OF DEED

1. ACCEPTANCE OF COVENANTS AND RESTRICTIONS: The owner of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Association or a subsequent owner of a lot, shall accept such deed and execute such contract subject to each and every

restriction and agreement herein contained. Further, that by acceptance of such deed or execution of such contract, such persons do acknowledge the rights and powers of the Association with respect to these Restrictions, and also, for themselves, their heirs, personal representative, successors and assigns, they do covenant and agree and consent to and with the Association and to and with the grantees and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and Agreements.

2. ASSUMPTION OF RISK: Each such person also agrees, by such acceptance of a deed or execution of a contract for the purchase of a lot, to assume, as against the Association, its successors and assigns, all of the risks and hazards of ownership or occupancy attendant to such lot, including, but not restricted to, its proximity to any lake.

ARTICLE XI
ENFORCEMENT, LIENS, FINES, AND COLLECTION

SECTION 11.01: MEMBERSHIP IN GOOD STANDING

1. STANDING: Members who are in violation of any portion of these Covenants and Restrictions shall be considered to be not in good standing and shall not be eligible to utilize any Association common areas including, but not limited to, roads with the exception of ingress and egress to their property, trails, lakes, buildings, and both indoor and outdoor gathering and recreational facilities.
 - a. Associate members, family members and guests of the member not in good standing shall be ineligible to use common areas as described in the paragraph 11.01(1) above.
 - b. The Association shall maintain an active list of members not in good standing.
2. MAILING ADDRESS: It is solely the responsibility of each member to inform the Association of their most recent mailing address for the purposes of this Article. Failure of the member to do so does not in any way limit the Association's right to undertake enforcement or collection activities under this Article.

SECTION 11.02: FAILURE TO PAY ANNUAL ASSESSMENTS

1. PLACEMENT OF LIEN: If, within ninety (90) calendar days of the due date, a member fails to make a required payment on their annual assessment, a lien shall thereafter be placed upon the property for which the assessments remain unpaid.

- a. A lien placed for unpaid dues shall have first priority over all other liens with the exception of those allowed by law to have a higher priority.
 - b. A charge of the prime rate plus one (1) percent per annum shall be placed on any property with an active lien.
2. NOTIFICATION: Within 15 days of the placement of the lien by the Association, the member shall be informed of the lien by certified mail or other trackable means at their last known address.
3. FORECLOSURE: If, after thirty (30) calendar days of mailing of the notice, the assessment remains unpaid the Association may initiate foreclosure proceedings through a court of competent jurisdiction.
 - a. The Association may, at its discretion, enter into a payment agreement with the delinquent member in order to facilitate collection prior to the initiation of foreclosure proceedings. In the case of default of the agreement, the Association may immediately take steps for collection without the need of further notices.
4. COSTS: The member is responsible for all costs associated with the collection of delinquent association dues including, but not limited to, attorney fees, court costs, and actual costs incurred.

SECTION 11.03: PERFORMANCE OF MAINTENANCE

1. PROCEDURE: The Association will take the following steps prior to entering a private lot for the purposes of performing maintenance as set forth by these Covenants and Restrictions.
 - a. The member shall be informed of the violation by certified mail or other trackable means at their last known address, and shall have thirty (30) from the mailing of the notice to cure the violation.
 - b. The Environmental Protection Committee may, in writing, extend the time to cure beyond thirty (30) days if, in its opinion, there are extraordinary circumstances. Any such extraordinary circumstances shall be described in the extension.
 - c. Maintenance can be performed either by Association employees or by an outside contractor.
2. COURT PROCEEDINGS: If the violation is not cured, the Association may initiate proceedings through a court of competent jurisdiction for permission to enter the property for performance of maintenance.

3. COSTS: The member is responsible for all costs associated with the performance of maintenance including, but not limited to, attorney fees, court costs, and actual costs incurred.

SECTION 11.04: IMPOSITION OF FINES

1. FINES: Violations of these Covenants and Restrictions shall be subject to a fine of up to 2.5% of the annual assessment, per day, after the expiration of the time to cure, until such time as the violation is cured, up to a maximum of 170 days. Trees that have been removed without written approval by the Environmental Protection Committee may be subject to a fine of up to 25% of the annual assessment, per tree, and shall be replaced at the owner's expense, subject to approval by the Association.
 - a. The Board of Directors shall annually adopt a schedule of fines that are not in excess of the guidelines as set forth in paragraph one (1).
2. PROCEDURE: If the Environmental Committee determines that there is a violation of these restrictions, the Association will take the following steps prior to issuance of a violation notice.
 - a. The member shall be informed of the violation by certified mail at their last known address, and shall have thirty (30) days from the mailing of the notice to cure the violation.
 - b. The Environmental Protection Committee may, in writing, extend the time to cure beyond thirty (30) if, in its opinion, there are extraordinary circumstances. Any such extraordinary circumstances shall be described in the extension.
 - c. Any fines issued shall be approved in advance by the Board of Directors.
 - d. Fines collected shall be placed in the general fund of the association.

SECTION 11.05: COLLECTION

1. COLLECTION: Any fines, fees, or other costs associated with the enforcement of these covenants and restrictions may be collected as follows:
 - a. Through a lien on the property; and/or
 - b. Through collection activities as allowed by the Michigan Courts; and/or
 - c. Through a collection agency.

SECTION 11.06: APPEAL

1. APPEAL TO THE BOARD OF DIRECTORS: Appeal from any portion of this Article may be done, in writing, to the Board of Directors to be acted upon at their next regular meeting or at a special meeting called for that purpose. Said appeal shall not be heard any earlier than fourteen (14) days after receipt by the Association.
 - a. The appealing member shall have the right to be in attendance, and be heard, at this meeting.
 - b. The meeting shall be open to all members.
2. STAY OF ENFORCEMENT AND COLLECTION ACTIVITIES: All collection and enforcement activities shall cease from the time of receipt by the Association of the written appeal, until such time as the Board of Directors hears the appeal. Fines shall not be imposed until the Board of Directors decides the appeal.

ARTICLE XII
TITLES, REMEDIES, SEVERABILITY AND DURATION

SECTION 12.01: TITLES, REMEDIES, SEVERABILITY AND DURATION

1. TITLES: The underlined titles preceding the various paragraphs and sub-paragraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of the Restrictions. Whenever and wherever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.
2. REMEDIES: The Association or any party to whose benefit these Restrictions inure, including the Association, its successors and assigns, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, and shall have the right to obtain a prohibitive or mandatory injunction to enforce the observance of these Restrictions in addition to and cumulatively with any other remedy provided for herein, as well as the right to recover damages for the breach of these Restrictions. However, the Association shall not be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.
 - a. No delay or failure on the part of an aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such

violation or violations of these Restrictions.

- b. Any violation of any section of these Covenants and Restrictions constitutes a nuisance per se, which may be abated by the Association (as herein described) in any manner provided by law or in equity. Further, the cost or expense of abatement (including court costs and attorney fees where applicable) shall become a charge or lien upon said lot and may be collected in any manner provided by law or in equity for collection of a liquidated debt. Neither the Association, nor any officer, agent, employee or contractor thereof, shall be liable for any damage which may result from enforcement.
3. DURATION: The foregoing covenants and restrictions are to run with the land and shall be binding on all parties, their successors and assigns, and all persons claiming under them unless changed in whole or part by an absolute majority of the members of the Association in good standing.
 - a. Members in good standing shall be entitled to one vote per assessment paid.
4. SEVERABILITY: Every one of the Restrictions is hereby declared to be independent of, and severable from the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the restrictions contained herein.

IN WITNESS WHEREOF, the Undersigned on behalf of WHITE BIRCH LAKES RECREATIONAL ASSOCIATION, and pursuant to a Resolution of the Board of Directors of said Association sets his hand and seal, this 14th day of September, 2024.