

## DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that the members of the Wind-N-Wood Association amend the DECLARATION OF RESTRICTIONS adopted September 29, 1971 (filed Ingham County Register of Deeds, October 5, 1971; liber 1054, page 817) as pertains to the following described parcel of property situated in the Township of Meridian, County of Ingham, State of Michigan, to wit:

All that part of the North 1/2 of the Southeast 1/4 of Section 36, lying Southerly of the Pere Marquette Railway Company's Right of Way, in T4N, R1W, Meridian Township, Ingham County, Michigan.

This amendment replaces and supersedes the Declaration of Restrictions adopted September 29, 1971, recorded at Liber 1054, Page 817 on October 5, 1971 and all previous amendments thereto in their entirety. This amendment will be effective immediately upon recording with the Ingham County Register of Deeds.

WHEREAS, members are desirous of maintaining the above described premises as an attractive residential subdivision, securing to each property owner the full and complete benefit and enjoyment

of his or her home with no greater restrictions thereon than are necessary to insure such advantages.

NOW THEREFORE, in consideration of the mutual promises herein made and the mutual benefits expected from said development, as enhanced hereby, the members do hereby agree and declare that the above described real estate be and the same hereby is subjected to and impressed with the following covenants, easements and restrictions which shall run with the land and apply to every part, portion and parcel of the above described premises and shall be binding upon the owners and persons claiming an interest therein, and shall be mutually and reciprocally binding upon each and every portion of the above described premises and mutually and reciprocally for the benefit of each and every portion of the above described premises and each lot shall be held, transferred, sold, conveyed and occupied, subject to the covenants, easements and restrictions as follows:

## ARTICLE I - DEFINITIONS

1 Definitions - The following words shall, when used in this Declaration of Restrictions have the following meanings:

a. "Member" shall mean every person or entity who is or becomes a record owner of a fee interest or undivided fee interest in any portion of the above described realty ;

b. "Premises" shall mean that entire parcel of real estate legally described on the preceding page;

c. "Lot" shall mean, (1) any numbered lot in a platted subdivision within the premises and, (2) any lot within the premises which has been acquired by deed containing a metes and bounds description;

d. "Common properties" shall mean and include, (1) any area within a platted subdivision designated a "Park", (2) any unplatted area within the premises which is designated "common property," and (3) the two Lakes located on the premises, and the surrounding shoreline, the extent of the latter to be defined by the lot lines of lots surrounding said Lakes;

e. "Subdivision" shall mean any platted subdivision within the premises.

## ARTICLE II - WIND-N-WOOD ASSOCIATION

2.1 Formation - A Michigan non-profit corporation has been formed, known as WIND-N-WOOD ASSOCIATION (hereinafter Association).

2.2 Membership – Every person or entity who is a record owner of a fee interest or undivided fee interest in any lot shall be a member of the Association.

2.3 Voting - Members shall be entitled to one (1) vote per lot, regardless of the number of persons or entities owning an interest in said lot. When more than one person or entity owns an interest in any lot, the vote shall be exercised as they among themselves determine.

## ARTICLE III - COMMON PROPERTIES

3.1 Members' - Easement - Subject to subparagraph 3.4, 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 lot.

3.2 Use - The common properties shall be for the use and benefit of members and their invited guests, and shall be used in accordance with rules and regulations as may be established from time to time by the Association, but in no event shall such common properties be used in such a manner as to cause a disturbance or be a nuisance to lot owners.

3.3 Lakes - The Lakes shall be subject to the restrictions and easements noted above. In addition, the following restrictions shall also apply to said Lakes:

a. No boat powered by any motor of any kind whatsoever will ever be permitted to be operated upon said Lakes, except those approved by the Board of Directors of the Association for Association purposes. Only boats propelled by hand or by sail shall be permitted to be operated thereon and privately-owned boats shall be removed from said Lakes when not in use. Association boats may be kept on the Lakes when not in use.

b. Only Association members and their guests shall be allowed to fish in said Lakes and only Association members and their guests shall be allowed to operate watercraft upon said Lakes and shall be fully and wholly responsible for such operation.

c. The Association may cause no more than two (2) piers to be erected on said Lakes, one to be located at the easterly end of the east Lake and the other at the easterly end of the west Lake. No additional piers, no diving platforms and no other structures shall be allowed on said Lakes or the common property surrounding it.

d. No water may be pumped, drawn or otherwise removed from said Lakes except that water may be pumped, drawn or removed for the purpose of watering landscape and plantings on common properties; nor shall any water be pumped into said Lakes or otherwise be permitted to flow or drain therein, except that only storm water from footing drains and downspouts may be permitted to flow or drain therein.

e. The Association shall have the authority to establish reasonable rules and regulations for the use of the Lakes and common properties surrounding the Lakes.

3.4 Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

a. the right of the members and the Association to take such steps as reasonably necessary to protect the common properties from foreclosure;

b. the right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment of 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;

c. the right of the Association to dedicate or transfer all or any part of the common properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes has been recorded with the Ingham county Register of Deeds, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every member at least ninety (90) days in advance of any action taken;

d. the right of the Association in accordance with its Articles and By-Laws to cause improvements upon such common property; and

e. upon dissolution of the Association, the common properties may be disposed of in a manner deemed appropriate by the members at that time.

#### ARTICLE IV - ASSESSMENTS

4.1 Assessment and Lien - The owner of each lot, by acceptance of a deed thereto thereby covenants and agrees to pay to the Association annual assessments, special assessments and taxes on common property as hereinafter provided. Each owner agrees to become personally liable for such charges when they become due, and such charges shall become a continuing lien upon the lot.

4.2 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 members and in particular, for the improvement and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common properties and of the homes situated on said premises including, but not limited to, the payment of taxes and insurance on the common properties and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, and, the cost of operating said Association.

- 4.3 Annual Assessment – An annual assessment may be established by a majority vote of the members present at a regular or special meeting of the members. Once established, the annual assessment shall continue from year to year and may be increased or decreased at any time upon a two-thirds majority of the votes cast by members present at an annual or special meeting of the Association duly called and noticed in accordance with the Association’s bylaws.
- 4.4 Special Assessment - In addition to the annual assessment, the Association may levy special assessments for the purposes specified in article 4.2 above and of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvements upon the common properties, including the necessary fixtures and personal property related thereto, provided that any such special assessment shall be approved by a two-thirds majority of the votes cast by members present at an annual or special meeting of the Association duly called and noticed in accordance with the Association’s bylaws.
- 4.5 Due Dates of Assessments – Annual assessments and assessments for taxes shall be billed within thirty (30) days of the end of the Association’s fiscal year and shall be payable within thirty (30) days of the date of billing. Notices of assessments shall be sent to each owner subject thereto. Due dates for special assessments shall be fixed in the resolution adopting such assessment.
- 4.6 Non-Payment of Assessment - Any assessment past due for more than thirty (30) days shall bear interest at the rate of six (6%) percent per annum, and shall become a lien upon the land. Written notice of such lien, signed by an officer of the Association may be filed with the Ingham County Register of Deeds and a copy of such notice sent to the owner or owners liable for such assessment.

## ARTICLE V - LOT USE

- 5.1 Residential Use - Lots shall be used for single-family residential dwelling purposes only.

5.2 Buildings - Subject to Subparagraph 5.1, each of the lots shall have erected thereon only one (1 single family dwelling, which dwelling shall contain the following minimum areas of finished livable floor space at ground level above grade, exclusive of garages and also exclusive of any porches, utility or storage or similar spaces:

- a. Single story                                      2,000 square feet
- b. One and one-half story                      1,400 square feet with a minimum of 2,200 square feet in entire building
- c. Two story    1,200 square feet exclusive of any area behind the garage with minimum of 2,300 square feet in entire building
- d. Tri-level or split-level                      1,800 square feet with minimum of 2,200 square feet in entire building
- e. Bi-level with less than 50% of the lower level exposed above grade on all sides shall be considered on a single story and those with more than 50% of the lower level thus exposed shall be considered a two-story.

No concrete, cement or cinder block shall be exposed on the outside of any building or part thereof above sixteen (16) inches above grade, without the prior written consent of the Board of Directors.

5.3 Lot Division - No lot shall be divided so as to permit the erection of a dwelling on only part of any of said lot or permit the use of a part of any lot as if such part were an entire lot, but this restriction shall not prohibit the combining of any two lots nor the combining of any parts of lots with any full lot.

5.4 Garages, Driveways and Parking Areas - No dwelling house shall be constructed on any lot without a garage containing a minimum of 440 square feet of floor space, and with walls plastered or finished with material approved by the Board of Directors. A basementless house shall contain a minimum of 400 cubic feet of enclosed area on the ground floor of the garage or immediately adjacent thereto for storage of household tools, supplies and equipment. Driveways shall be built not less than ten (10) feet from side lot lines. Outside parking areas shall be landscaped and located at least ten (10) feet from lot lines, except no parking shall be allowed beyond the line of the dwellings facing the Lakes on lots surrounding the Lakes.

No front yard parking area shall be used for the parking of more than three cars, except for guests.

5.5 Set-Backs - The minimum setback from front, rear and side lot lines of all structures shall conform with Township regulations. In no case, however, shall any portion of any house above grade be nearer than fifty (50) feet to the front lot line, thirty (30) feet to the side lot line (including corner lots) and fifty (50) feet to the rear lot line unless a variance is given by the Board of Directors in writing. The Board of Directors shall determine which shall be the front and which shall be the side for any corner lot and which shall be the front on the lots surrounding the Lakes. There shall be a minimum of sixty (60) feet between houses.

5.6 Easements, Utilities - Easements are reserved along and within eight (8) feet of the front, rear and side lot lines of all lots for the construction and perpetual maintenance of conduits, wires, and fixtures for electric lights, telephones and other public and quasi-public utilities and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress and egress from said premises to employees of said utilities; said easement to also extend along any owner's side and rear property lines in case of fractional lots. All electrical and telephone lines shall, except as permitted in writing by Board of Directors, be laid underground. It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables pass under some portion of said lots not within the eight-foot wide strip as long as such lines do not hinder the construction of buildings on any lots.

5.7 Aerials, Air Conditioners, Fences and Swimming Pools - The Board of Directors written approval shall be obtained for any installation of exterior aerials or antennae extending more than ten (10) feet in height above the roof. Air conditioners shall be located at the side or rear of the residence, not on the street side. All units, irrespective of type or location will be so located that neither the exhaust nor noise of operation thereof shall disturb the enjoyment of adjacent homes. No fence shall be erected without the written approval of the Board of Directors as to material, location and height and no fence shall be located so as to detract from the enjoyment of adjacent properties. In no circumstances shall any fence exceed six (6) feet in height. It is the intent of the Association to encourage screening by natural means. All swimming pools shall be approved by the Board of Directors as to size, setback, location, enclosure, and bathhouse or equipment enclosure, and in no event shall it be used in such a manner as to constitute a nuisance to adjoining owners.

5.8 Grading - Any earth removed in grading or excavation shall be deposited at such

location as the Board of Directors may designate. The Association reserves the right to enter on any unoccupied lot and grade the same to achieve continuity with the grade of adjacent lots and streets. The slopes on all lots shall be seeded and so maintained that no soil erosion will occur thereon. Should the grade of any lot be altered without the prior written consent of the Board of Directors or should any erosion be permitted to continue, then in either event, the Board of Directors without notice may revise such grade or take steps to prevent such erosion, charging the cost thereof to the owners of such lot which charge shall thereupon become a lien upon such lot.

5.9 Damaged or Destroyed Buildings - Any buildings, dwelling or garage on any lot which may be damaged or destroyed by fire, windstorm or from any other cause, shall be repaired, rebuilt, or torn down and all debris removed and the lot restored to a slightly condition with reasonable promptness. The Board of Directors may enter on any premises where an excavation or foundation has been left without building progress for more than ninety (90) days and cause such excavation or foundation to be filled or removed; the expense thereof shall become a lien against the property.

5.10 Appearance of Lots and Buildings - The owners of lots shall at all times keep and maintain the same in an orderly manner, causing weeds and other growth to be seasonally cut, prevent accumulations of rubbish and debris and in general maintain such lots in a slightly condition consistent with the high standards of the development. The owners of all buildings agree to keep their premises landscaped and to maintain their structures and grounds in good repair.

5.11 Nuisances - Any violation of the following shall constitute a nuisance:

a. No livestock, poultry, fowl or game shall be raised, bred or kept on any lot, except that the occupant of the residence on any lot may keep and maintain house pets, provided that they do not become a nuisance and that they are kept within the confines of said lot except when under the direct control of such occupant. Horses may be kept upon obtaining written approval of the Board of Directors.

b. No advertising or signs of any kind shall be placed or allowed to remain upon any lot except those designating the name of the subdivision, and except signs advertising lots and residences for sale, provided they do not exceed six (6) square feet.

c. No noxious or offensive activity shall be carried on upon any property in the premises nor shall anything be done there- on which may be, or may become, an



annoyance or nuisance to the neighborhood, nor shall any condition or activity be permitted which will endanger the health or disturb the quiet of any residences or lot owners.

d. Except in connection with the sale of lots and construction of houses, no trade or business activity may be carried on within the premises, no machinery, appliance or structure of any kind shall be permitted upon, maintained, or operated in or on any lot for facilitating or carrying on any trade or business, nor shall there be any drilling, quarrying, or mining operations of any kind or machinery or structure related thereto maintained or permitted on any lot.

e. No lot owner shall have or allow any boat, mobile home, trailer, camper, recreational vehicle, snowmobile or commercial vehicle to be present on his or her premises, except in a garage, for more than 48 hours during any 7 day period, except upon written approval of the Board of Directors.

f. No snowmobile may be operated within the premises.

g. No outdoor receptacles for ashes, garbage or refuse shall be allowed or maintained, and no such unsightly or objectionable matter shall be permitted to accumulate on any lot.

## ARTICLE VI - PLAN APPROVAL AND CONSTRUCTION

6.1 Approval of Plans - No construction of any structure or landscaping shall be commenced unless the following have been submitted to the Board of Directors for retention by them until completion, and approved by them in writing; (i) building plans and specifications showing nature, kind, shape, height, material and exterior color scheme; (ii) site plan showing the location on the lot of all structures including driveways; and (iii) landscape plan showing type and location of all plantings (iv) and written confirmation that any and all applicable approvals and/or permits have been granted. Any proposed modification of such plans or additions thereto shall be submitted in a similar manner. Should any such plans or request for modification or addition not be approved or disapproved in writing within sixty (60) days after the same have been submitted, no approval thereof to the extent of those actually submitted shall be further required.

6.2 Subsequent Improvements - Subsequent exterior improvements and/or additions to any structures shall be submitted for approval as specified in paragraph 6.1.

6.3 Inspection – The Directors or their agents during reasonable hours, shall have the

right to go upon any lot and its improvements, during construction to determine that all conditions of these restrictions are being observed. If they are not, the Board of Directors may require cessation of all construction activity until the Board of Directors has established that all conditions are being fully observed.

6.4 Approval Prior to Occupancy - Following the approval of the plans therefore, but before a structure constructed on any lot may be occupied, the owner thereof shall submit to the Board of Directors an accurate survey and shall advise the Board of Directors that said structure is ready for final inspection, so that the Board of Directors may ascertain whether or not said had been built according to its plans and specifications and to make certain that it does not violate these restrictions in any way. Should the Board of Directors not inspect said structure within ten (10) days after the owner has advised them in writing that such structure is ready for final inspection, such inspection shall be deemed to have been waived. No structure may be occupied until any significant variation between the plans as approved and the structure as built shall have been corrected, or an agreement reached between the Board of Directors and the owner as to compliance. Regardless of whether or not any inspection is made, this paragraph shall not be construed to create any liability whatever on the part of the Board of Directors to any lot owner, and Directors shall not be liable for any errors or defects in plans.

6.5 Construction - All construction shall be diligently pursued to completion within a reasonable time.

## ARTICLE VII - MISCELLANEOUS PROVISIONS

7.1 Partial Invalidity - Should any provision, restriction or portion thereof be deemed invalid, the validity of the remainder of these restrictions shall not be affected thereby.

7.2 Enforcement - Violation of these restrictions may be enjoined upon the petition of the Association and/or of the owners of any lot and any lot owner injured by the violation of any restriction shall have an action for damages therefore.

7.3 Costs and Expenses - The Association shall be entitled to recover from any member all costs and expenses, including, but not limited to, all court costs, expenses of litigation, and reasonable attorney fees, that the Association may incur to collect any assessment from or to enforce the Association's rights against that member. Any such costs and expenses, including, but not limited to, reasonable attorney fees, shall be immediately due and payable and shall bear interest and become a lien in the same manner as assessments.

ARTICLE IX - AMENDMENT

These restrictions may be changed, amended, or eliminated, providing the owners of at least two-thirds (2/3) of the lots so agree in writing, such writing to be recorded in the office of the Ingham County Register of Deeds.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this 29th day of September, 1971.

STATE OF MICHIGAN

COUNTY OF INGHAM

On this 9th day of September, 1971, before me, a notary public in and for said county; appear Cole S. Brembeck and Helen S. Brembeck, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledge that they executed the same as their free act and deed.

**Lorraine Creed**

Notary Public, Ingham County, Michigan

In the presence of:

**Barbara Cole**

**Shirley Edwards**

**COLE S. BREMBECK**

**HELEN S BREMBECK**

This Instrument Prepared By:

Everett R. Zack, Esq.

FRASER TREBILCOCK DAVIS & FOSTER

1018 Michigan National Tower Lansing, Michigan 48933

817