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**SUPPLEMENTARY DECLARATION OF BUILDING AND USE RESTRICTIONS**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Guthrie Lakes Development Corporation, a Michigan corporation, P.O. Box 1256, Lansing, Michigan, and Charles R. St. John, Trustee, 1314 W. Ganson, Jackson, Michigan; and Donald G. Gilbert and Beverly J. Gilbert, husband and wife, Route I, Frederic, Michigan 49733: do hereby create the following covenants, building restrictions, use restrictions, easements, charges and liens which shall constitute reciprocal easements running with the land and for the benefit of and a charge against each and every lot in the following described subdivision.

Enchanted Forest No. 3 being a subdivision, part of the SE 1/4 of Section 25; part of the NE 1/4 and SE 1/4 of Section 36; Town 29 North, Range 3 West, Otsego, Lake Township, Otsego County, Michigan.

WHEREAS, Paragraph IX of certain building and use restrictions relating to Enchanted Forest Subdivision and recorded on September 10, 1971 in Liber 148 on pages 224 through 233 in the Otsego County Register of Deeds Office provides for the bringing of additional lands within the scheme of that declaration and whereas it would be to the benefit of present and future landowners to bring Enchanted Forest No. 3 within such scheme and for the purpose of doing so with such complimentary additions and modifications as are contained herein the following declaration is made:

**I.        USE**

Any structure erected shall be a private residence for use by the owner or occupant, except that Guthrie Lakes Development Corporation may make such reasonable use of the premises as is desirable for the development and sales of the lands included herein. No part of said premises shall be used for commercial or manufacturing purposes. This restriction shall not prohibit the use of designated lots or areas for the mutual use and benefit of all lot owners, Guthrie Lakes Development Corporation and those persons granted such use by Guthrie Lakes Development Corporation.

**II.       TEMPORARY STRUCTURES**

No trailer or temporary structure shall be used or stored within the subdivision.

**III.      TYPE, SIZE AND CONSTRUCTION**

- (1) Any dwelling placed or altered on lots in this subdivision shall have a minimum enclosed living area above grade or shall be otherwise restricted as follows:
  - (a) Lots 545 through 586 and 622 through 667 shall have a minimum of 860 square feet above grade with 720 square feet minimum on ground floor.
  - (b) Lots 587 through 621 shall have a minimum of 1000 square feet above grade with 900 square feet minimum on ground floor.
  - (c) Lots 668 through 673 shall have a minimum of 1,200 square feet above grade with 1000 square feet minimum on ground floor.

No living area below ground level shall be included in computing the amount of square footage required hereunder.

- (2) No dwelling shall be erected in excess of 2 stories above grade. The side that faces the street shall be considered to be the front of any dwelling erected in the subdivision.
- (3) All construction materials must be new.
- (4) All residences must have private inside bathroom facilities.
- (5) All structures shall be completed on the exterior within six (6) months from start of construction including two (2) coats of paint or varnish on any exterior wood surfaces.
- (6) Exterior walls must be finished with approved siding materials or if concrete block is to be used as an exterior surface, it must be painted with two (2) coats of masonry paint.
- (7) Any garage erected must conform in appearance to the residence structure on said lot, and must be attached to the residence.
- (8) All septic tanks or other devices for the sanitary disposal of waste shall be installed in compliance with County Health Department regulations. A grid map of the lot showing locations of well and septic tank is to be sent to the county Health Department or other designated authority. The Building Control Committee shall be furnished with copies of the grid map showing location of the well and septic tank. The Building Control Committee shall be furnished with a grid map showing the proposed location of fuel tanks and their location will be subject to the approval of the Building Control Committee.
- (9) No unsightly receptacle for the storage or disposal of garbage or trash shall be placed on any lot in the development.
- (10) No trees larger around than 12 inches measured 3 feet from the ground, may be cut without the written permission of the Building Control Committee. The Building Control Committee will grant permission to cut trees as necessary for building, including sewage, driveway and parking areas.

#### **IV. SETBACK**

Any structure erected must be set back not less than 75 ft. from the front lot line and not less than 30 feet from any side street lot line. Sideline setbacks shall not be less than 10% of the width of the lot at building line and must comply with County health regulations. Approval for a smaller setback may be given by the Building Control Committee.

#### **V. SIGNS**

No for sale sign or advertising device of any kind shall be erected on any lot except on a new house previously unoccupied which is offered by the developer or builder.

#### **VI. MAINTENANCE FUND**

- (1) In order to maintain and improve the Guthrie Lake area, commencing with the year 1973 and each year thereafter, the purchaser or vendee under contract of each lot (or title holder, if title has been conveyed) shall pay \$96 to Guthrie Lakes Development Corporation, its designated successors or assigns, such funds to be used for maintenance and improvement of the Guthrie Lake area, including but not limited to leasing and maintaining lands available for the benefit of lot owners and administrative costs incidental to the management of such account, including without limitation payment of taxes, insurance and the cost of labor, materials, rents, equipment and management thereof. The payments shall be made semi-annually in the amount of \$48 each and shall be due on March 1 and September 1 of each year. Payments shall be a lien on each lot and if not paid within 60 days of the date due may be described in an affidavit recorded with the Register of Deeds, and this lien may be enforced as are real estate mortgages by foreclosure, by advertisement or in circuit court. Any property owner other than Guthrie Lakes Development Corporation, owning more than one lot, shall pay only one-half (1/2) of the

annual payment to the maintenance fund until such time as such owner shall resell any lot, at which time such lot shall be responsible for the full annual maintenance payment. In any event, any lot owner except Guthrie Lakes Development Corporation shall pay \$96 for each lot annually to the maintenance fund commencing no later than five (5) years from the date of said lot owners first purchase of any lot subject to this maintenance fund. No lot shall be subdivided unless approved by Guthrie Lakes Development Corporation and the Health Department and done in accordance with the law, and in the event any lot is subdivided, each portion thereof shall be responsible for a \$96 annual maintenance payment.

- (2) Commencing with the year 1978 and at each five (5) years thereafter, the amount of the payment to the maintenance fund may be increased or decreased at the option of Guthrie Lakes Development Corporation by adjusting the payment to reflect the cost of living. The annual payment for the years 1978 through 1982 shall be the sum obtained by dividing \$96 by consumer Price Index (all items, 1967=100 - new series) for January 1973 and multiplying it by the same index for January 1978. Future increases will be made by similar adjustments, using the January index each five (5) years. In the event the appropriate Consumer Price Index is changed, the suggestion of the United States Bureau of Labor Statistics for converting figures will be followed.
- (3) If the assessment is not paid within sixty (60) days after due then such assessment shall become delinquent and a penalty fee not to exceed \$5.00 shall be added thereto and from that date interest at the rate of 7% per annum may be added to the delinquent balance and penalty and the Guthrie Lakes Development Corporation may bring an action at law against the owner or foreclose the lien against the property.
- (4) The following property shall be exempted from the assessments, charge and lien created herein:
  - (a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use.
  - (b) All properties owned by Guthrie Lakes Development Corporation (and its successors and assigns, if designated by Guthrie Lakes Development Corporation as purchasers for resale and held by them or any of them for sale or resale).
  - (c) Any property designated for the benefit of lot owners and others as described in Paragraph VII.
  - (d) Any property specifically designated by Guthrie Lakes Development Corporation to be leased to Guthrie Lakes Development Corporation or others for the benefit of lot owners and others as described in Paragraph VII.

## **VII. COMMON PROPERTIES**

- (1) In the event Guthrie Lakes Development Corporation has or shall designate portions of the land around Guthrie Lake as for the benefit of lot owners and/or other persons, the designation shall be subject to the reasonable rules, restrictions and regulations prescribed by Guthrie Lakes Development Corporation.
- (2) Subject to the rules, restrictions and regulations prescribed by Guthrie Lakes Development Corporation each lot owner shall have a right and easement of enjoyment in and to the property designated for the benefit of lot owners and such easement shall be appurtenant to and shall pass with the title to every lot.
- (3) The rights and easements of enjoyment created hereby shall be subject to the following:
  - (a) The right of Guthrie Lakes Development Corporation to borrow money for the purpose of improving lands in and around Guthrie Lake and in aid thereof to mortgage said properties. The members' rights and easements shall be subordinate to any mortgage given by Guthrie Lakes Development Corporation its successors or assigns as security for funds borrowed for said improvements.

- (b) The right of Guthrie Lakes Development Corporation to charge reasonable admission and other fees for the use of such designated properties.
- (c) The right of Guthrie Lakes Development Corporation or other owner of land to require a reasonable rental payment which may be charged against the maintenance fund described in Paragraph VI.

#### **VIII. MEMBERSHIP ASSOCIATION**

- (1) Guthrie Lakes Development Corporation may form or cause to be formed a membership association having the following qualifications for membership:
  - (a) The ownership of each lot shall constitute the owners thereof as members of the Association, provided that if more than one has common ownership such ownership shall constitute only a single member of the Association, and provided further that ownership shall mean legal ownership as land contract vendee or under other contract of sale when Guthrie Lakes Development Corporation, its successor or assign have sold the same on land contract, and provided further that no such lot shall have more than one such ownership, and further, provided that no interest held as security only shall constitute ownership under this paragraph.
  - (b) Persons not holding an interest in any lot in said properties may become non-voting members of the Association under terms and conditions prescribed by the Board of Directors.
- (2) Each lot shall be entitled to one vote but only one vote. A member shall be entitled to as many votes as the number of lots which he (and his common owners, if any) owns. Each lot shall have but one vote irrespective of the number of common owners thereof, which vote shall be cast as such common owners agree.
- (3) When Guthrie Lakes Development Corporation is satisfied that an Association offering membership on the above basis fairly represents the lot owners it may upon such conditions and terms as are set forth below and such other terms and conditions as it desires convey to said Association its right to receive the maintenance fund payments as provided herein, its title to the properties designated for the benefit of lot owners and/or other persons and all its other rights, privileges and duties as set forth herein.
- (4) Guthrie Lakes Development Corporation shall retain the legal title to the lands designated for the benefit of lot owners and/or other persons until it has sold 90% of the lots, including all additions thereto and the aggregate of the outstanding balances of the sales prices therefor has been reduced to 80% thereof. At or after that time Guthrie Lakes Development Corporation may convey to the Association such common properties with all improvements thereon, which conveyance and transfer said Association shall accept. Guthrie Lakes Development Corporation may also convey leasehold interests, in consideration of which transfer said Association shall pay the rentals provided under agreements whereby it leases properties and to make such rental payments from the gross assessments received by the Association as successor under Paragraph VI (Maintenance Fund) hereof. The acceptance of such transfer and the liability to make payment in consideration thereof as specified is consented to by all lot owners by the acceptance of an agreement, land contract or deed subsequent to the date of the recording hereof.

#### **IX. ADDITIONAL LANDS**

Guthrie Lakes Development Corporation, its successors and assigns, shall have the right to bring additional lands located in and around Guthrie Lake, Otsego County, Michigan into the scheme of this declaration. Such proposed addition, if made, shall become subject to assessment for payment to the maintenance fund. Property designated for the use of lot owners within all such additions shall be devoted to the common use and enjoyment of all owners of properties which are subject to this Declaration. Guthrie Lakes Development

Corporation's right to bring additional lands into the Declaration shall not be held to bind it, its successors and assigns, to make the proposed additions or to adhere to the scheme in any subsequent development of the land described therein. The additions authorized under this section shall be made by filing of record a supplementary Declaration of Building and Use Restrictions with respect to the additional property which shall extend the scheme of Building and Use Restrictions of this Declaration to such property. Such Supplementary Declarations may contain such complimentary additions and modifications of the Building and Use Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such supplementary Declaration revoke, modify or add to the Building and Use Restrictions established by this Declaration within the property covered by this Declaration. The owners of lots in such additional lands will be subject to the same maintenance fund responsibilities and entitled to the same membership rights as the owners of lots within the real estate described herein.

**X. EASEMENTS**

Easements for the installation and maintenance of public utilities or drainage facilities are reserved along and within 6 ft. of all rear, front and side lot lines in this subdivision. Such other easements are hereby reserved to enter upon the premises if necessary to construct, operate and maintain any other public improvements, pipes, poles, wires, etc. , whether under or above ground.

It shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within the 6 foot easement.

If an owner of two adjoining lots erects a building in the center of the two lots so that the building sets on the common lot line, the sideline restriction mentioned above shall automatically be inoperative as to the line upon which the building is erected.

**XI. VARIANCES AND EXCEPTIONS**

The purpose of these restrictions is to insure the use of the entire plat for attractive residential purposes, to prevent nuisances, to prevent imperilment of the attractiveness of the property, to maintain the desirability of the community and thereby to secure such property owner the full benefits and enjoyments of his home with no greater restrictions upon the free and undisturbed use of his property than are necessary to insure the same advantages to other owners.

Any reasonable modification to the within restrictions shall, if proposed by a lot owner regarding building on that lot, be considered by Guthrie Lakes Development Corporation and if approved will then be submitted in writing to the abutting lot owners, and if so consented to in writing, may be recorded and when recorded shall modify the original restrictions .

**XII. INVALIDATION**

These covenants shall run with the land and shall be binding on all parties claiming under them for a period of 30 years and shall be extended for successive periods of ten (10) years thereafter, unless and prior to the beginning of any such ten year period, an instrument signed by the owners of record of a majority of lots in the subdivision has been recorded changing or modifying said covenants in whole or in part.

Invalidation of any one of these covenants by judgment or decree shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

**XIII. ANIMALS**

No animals other than domestic house pets under leash or other control will be allowed to be housed or otherwise maintained on the lands included within said subdivision.

**XIV. POWER BOATS AND WATER SKIING**

Without limiting the right of Guthrie Lakes Development Corporation to make other rules, restrictions and regulations relating to the use of common properties, the right to restrict the use of common properties which provide access to any body of water is reserved. The use of such access for powerboats and water skiing and limitations on such use may be designated by Guthrie Lakes Development Corporation or may be delegated to the Building Control Committee.

**XV. DOCKS**

No docks or other structures may be erected within the waters of Guthrie Lake without approval of Guthrie Lakes Development Corporation, its successors or assigns.

**XVI. BUILDING CONTROL COMMITTEE**

The Building Control Committee shall consist of three (3) members appointed by Guthrie Lakes Development Corporation. The committee may designate one of its members to act in its behalf. In the event of the resignation or death of any member, Guthrie Lakes Development Corporation shall appoint a replacement.

**XVII. ENFORCEMENT**

These restrictions may be enforced by Guthrie Lakes Development Corporation, by an association representative of lot owners within said subdivision or by any lot owner. They may be enforced by all lawful means, including without limitation, suits in courts of equity having jurisdiction to issue injunctions and violations may be removed and abated at the cost of the person violating said restriction.

**Liber 160 Pages 231-233**

**BUILDING RESTRICTIONS**

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Enchanted Forest No. 3 being a subdivision, part of the SE 1/4 of Section 25; part of the NE 1/4 and SE 1/4 of Section 36; Town 29 North, Range 3 West, Otsego Lake Township, Otsego County, Michigan.

**I. BUILDING RESTRICTIONS**

Any well within the subdivision which is used to obtain water for human consumption in connection with structures erected after the recording of the plat of this subdivision, shall have a minimum depth of 75 feet.

**II. BUILDING RESTRICTIONS WITHIN THE FLOOD PLAIN**

Any building, any part of which is located within or adjacent to the flood plain (defined by elevation 1, 231 .0 U.S. G. S. datum as established by the Water Resources Commission February 18, 1971) and which is used or capable of being used for residential purposes and occupancy shall:

- (a) Have lower floors, excluding basements, a minimum of one foot higher than the elevation of the contour defining the flood plain limits.
- (b) Have openings into the basement not lower than the elevation of the contour defining the flood plain limits.
- (c) Have basement walls and floors, below the elevation of the contour defining the flood plain limits, water tight and reinforced to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the floodplain limits.
- (d) Be equipped with a positive means of preventing sewer back up from sewer lines and drains which serve the building.
- (e) Be properly anchored to prevent floatation.

### **III. DURATION**

The above restrictions pertaining to well depth and flood plains shall be effective in perpetuity and shall not be amended. The imposition of the above building restrictions shall in no way bar or limit proprietors or their successors in interest from imposing other and different building and use restrictions, easements or other charges upon the land, provided however no such restriction shall modify those contained herein.