

AMENDED

RESTRICTIVE COVENANTS AND CONDITIONS

ON BUILDING AND USE

CRYSTAL MOUNTAIN CLUB

R. D. BROOKS, INC., a Michigan corporation of Grand Rapids, Michigan, hereinafter called the "Company", owner of the Premises described hereinafter, hereby covenants and agrees that the following amended construction and use restrictions shall supersede the restrictive covenants and conditions of June 16, 1971, recorded in Liber 142, pages 715 to 720, Benzie County, Michigan, and shall apply to and be restricted to all of the lots in the area known and described as:

CRYSTAL MOUNTAIN CLUB NO. 1, according to the recorded plat thereof, Benzie County, Michigan, herein called the "Premises", and shall run with the land and be binding upon its respective successors, representatives, assigns, heirs and subsequent grantees:

1. **CONSTRUCTION.** Except upon the prior written approval of the Architectural Committee, and subject to the other restrictions contained herein, every building erected, placed, altered or permitted to remain on any portion of said Premises shall conform to the following requirements:
 - a. **Minimum Lot Size; Dwellings.** No lot shall be split, further subdivided or otherwise changed to a size which is smaller than that originally sold by the Company to the initial purchaser, and only one (1) single-family dwelling may be constructed on each such lot.
 - b. **Lot Line Clearance.** The clearance between a dwelling constructed, erected or placed on a lot within the Premises and the front lot line and also the street side lot line in the case of any lot bounded both on the front and side by a street shall be approved in writing in advance by the Architectural Committee, but shall in no event be less than twenty-five (25) feet. No dwelling shall project

closer than ten (10) feet to any other side lot line at any point nor closer than twenty-five (25) feet to the rear lot line at any point.

- c. Height of Buildings. No building shall exceed two (2) stories in height exclusive of basement and attic.
- d. Minimum Floor Area. Every dwelling constructed, erected or placed on the Premises shall conform to the requirements of the Weldon Township Zoning Ordinance, if any, with regard to the minimum usable living space that shall be contained therein; provided, however, that no dwelling constructed, erected or placed on the premises shall have a floor area of less than six hundred (600) square feet even if less would be permitted under the Zoning Ordinance.
- e. Construction Materials. Every building shall be built only of brick, stone or frame construction, or any combination thereof, or of any other material approved by the Architectural Committee. No roll roofing material shall be exposed. No exposed concrete or concrete blocks or similar materials may be used in any building except in the foundations.
- f. Workmanship. All buildings constructed, erected or placed on the Premises and all alterations or repairs thereto shall be of first-class, quality workmanship and materials, and harmonious construction and design, both internally and externally.
- g. Water Supply. Prior to occupancy, all dwellings must be served by a central water system, constructed in compliance with regulations of the Michigan Department of Public Health.
- h. Sewage Systems. Toilet facilities must be located inside each dwelling, and each dwelling must be properly connected to and served by a sewage disposal system designed, located and constructed pursuant to the applicable requirements, standards and recommendations of state and local public health authorities, and no sewage disposal system shall be constructed except under permit from the Grand Traverse – Leelanau – Benzie County Health Department.
- i. Fences and Visual Obstructions. No fences, hedges, row of trees or other visual obstructions above three (3) feet in height shall be constructed, planted or permitted without the written approval of the Architectural Committee.
- j. Prohibited Structures. No temporary or incomplete structure, other than a permitted dwelling or garage in the process of completion shall be constructed, erected or

placed on any of the said Premises and no completed structure of any nature, whether permanent or temporary, other than a permitted dwelling and garage shall be constructed, erected or placed upon any part of the Premises.

- k. Completion of Construction. All construction, erection or placement of dwellings and garages, including the interior finishing of dwellings and the exterior finishing of both, shall be completed on or before the first (1st) anniversary of the date of issuance of the building permit.

- l. Architectural Committee. The Architectural Committee shall be composed of three (3) members appointed by the Company so long as the Company shall exist and shall own any property or interest therein in the above-described plat or until the Company relinquishes such right in writing. Thereafter, the Architectural Committee shall be elected from time to time, but at least every three (3) years, by and from the members of the non-profit corporation or association whose membership consists of all the owners of the Premises and which was established for the purpose of owning, managing and controlling the common areas available for the common use of the owners of the Premises, so long as such corporation or association exists. In the absence of such corporation or association the Architectural Committee shall be elected from time to time, but at least every three (3) years, by a majority vote of the then owners and land contract vendees of a majority of the parcels comprising the Premises.

The Committee approval or disapproval as required in these covenants shall be rendered in writing. In the event that the Committee or its designated representative fails to approve, disapprove or request additional information, within thirty (30) days after plans and specifications have been submitted to it or to act within thirty (30) days after receipt of additional information requested, or in any event, if suit to enjoin the construction is not commenced prior to the completion thereof, approval will not be required and the restrictive covenants shall be deemed to have been fully complied with.

- m. Architectural Control. No building shall be constructed, erected, placed, altered or repaired on said Premises until the construction plans and specifications and a plan showing the location of the proposed structures on the lot shall have been approved by the Architectural Committee as to quality of workmanship and materials, harmony of external design with existing structures, location with respect to topography and finished grade elevations and compliance with the restrictions enumerated herein.

2. USE RESTRICTIONS. Except upon the prior written approval of the Architectural Committee, and subject to the other restrictions contained herein, the use of the Premises and any part thereof shall be subject to the following restrictions and requirements:
- a. Single-Family Residential Purposes. The Premises shall be used only for single-family, residential purposes and for the private storage of automobiles, campers, snowmobiles, and boats, and similar recreational vehicles and equipment.
 - b. Occupancy. No incomplete dwelling, basement, garage, trailer, tent or temporary structure on the Premises shall be used as a residence, either temporarily or permanently; and no dwelling shall be used as a residence either temporarily or permanently unless and until the same shall have been connected to an operating water supply system and sewage disposal system and / or to a public water supply and sanitary sewer system.
 - c. Signs. No sign of any kind shall be displayed on the Premises, except small name and address sign and except one sign of not more than five (5) square feet advertising the property for sale or rent.
 - d. Garbage and Refuse Disposal. No portion of the Premises shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
 - e. Nuisances. No noxious or offensive activity shall be carried on upon the Premises, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, nor shall any unsightly vehicle of any nature or description be parked or placed on said Premises at any time.
 - f. Animals and Fowl. No animals, livestock or fowl or any kind shall be raised, bred or kept on the Premises, except that dogs, cats or other household pets may be kept, if they are not kept, bred or maintained for any commercial purposes.
 - g. Dirt Control. No dirt shall be removed from said Premises without the written consent of the Architectural Committee which shall have the sole option and right to direct the disposition thereof and without cost to it.
 - h. Streets. No part of the Premises shall be used or dedicated for street purposes unless approved by the Architectural Committee and all adjacent property owners.

- i. Parking and Storage of Distracting Objects. Parking and storage of boats, trailers, snowmobiles, and other recreational vehicles and equipment in and around any dwelling or at any other location on the Premises shall only be done in a proper and sightly manner and, in the event the Architectural Committee deems that any parking or storage is improper and unsightly, the person or persons responsible therefore shall cease and desist therefrom immediately upon receipt of notice to that effect from the Committee. No commercial vehicles, disabled automobiles or similar unsightly vehicles or equipment shall be parked or stored on the Premises outside of a garage without the prior written consent of the Architectural Committee.

3. UTILITIES; EASEMENTS. By acceptance of a deed to any parcel or lot in the Premises, the owner and his successors, assigns and grantees agree:
 - a. Easements. To accept all existing easements and to grant all subsequent easements deemed necessary by the Architectural Committee for underground installation of public utilities and drainage facilities;
 - b. Construction. To the construction of said underground utilities and drainage facilities within said easement areas;
 - c. Power, Telephone. To provide and pay for the installation of underground electric and telephone services and connection with their dwelling and to maintain the ground area above and adjacent thereto free from trees, large shrubs or any other structures which would interfere with access to the cables and wires and to pay for the necessary removal of any such interfering structure;
 - d. Grade Levels. To maintain all grade levels and adjacent to any easement within six (6) inches above or six (6) inches below the level established upon the installation of the underground utility or drainage facility.

4. PRO-RATA COST OF STREETS AND UTILITIES; MEMBERSHIP IN ASSOCIATION. By acceptance of a deed or contract for deed, to any parcel or lot in the Premises the owner and his successors, assigns and grantees agree:
 - a. Pro Rata Share of Costs. To pay a fair and equitable pro rata share of the costs of operation, maintenance and repair of all private streets, private utilities and private recreational and common areas and facilities existing for the benefit of the owners of parcels and lots in the Premises; and

- b. Membership in Association. To perform the foregoing responsibilities for operation, maintenance and repair of the described streets, utilities and recreational and common areas and facilities by accepting and maintaining in good standing a membership in the Crystal Mountain Club, or such other private, non-profit association as may be formed for the purpose of owning, operating, maintaining, repairing and controlling the use and enjoyment of the private streets, private utilities, and private recreational and common areas and facilities established by the Company or the Association for the benefit of the owners of parcels and lots in the Premises.
5. TERM. These restrictions shall run with the land for a period of twenty-five (25) years from the date hereof and shall be renewable for subsequent periods upon the written and recorded assent of the then owners and land contract vendees of two-thirds (2/3) of the parcels comprising the Premises, said restrictions to cease and terminate if such written assent is not recorded prior to the expiration of the original twenty-five (25) year term or any subsequent term thereof.
6. ENFORCEMENT. Violation of any of the provisions hereof may be prosecuted and / or terminated by any other owner of any lot or parcel in said Premises who shall be entitled to all rights and remedies at law and equity, including damages and / or injunctive relief.
7. SEVERABILITY. Invalidation of any one of these restrictions by judgment or court order or otherwise shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, R. D. BROOKS, INC. has caused this document to be executed by its President for the intents and purposes herein set forth.

R. D. BROOKS, INC.

By: Signature on File

Richard Deyo Brooks
Its President