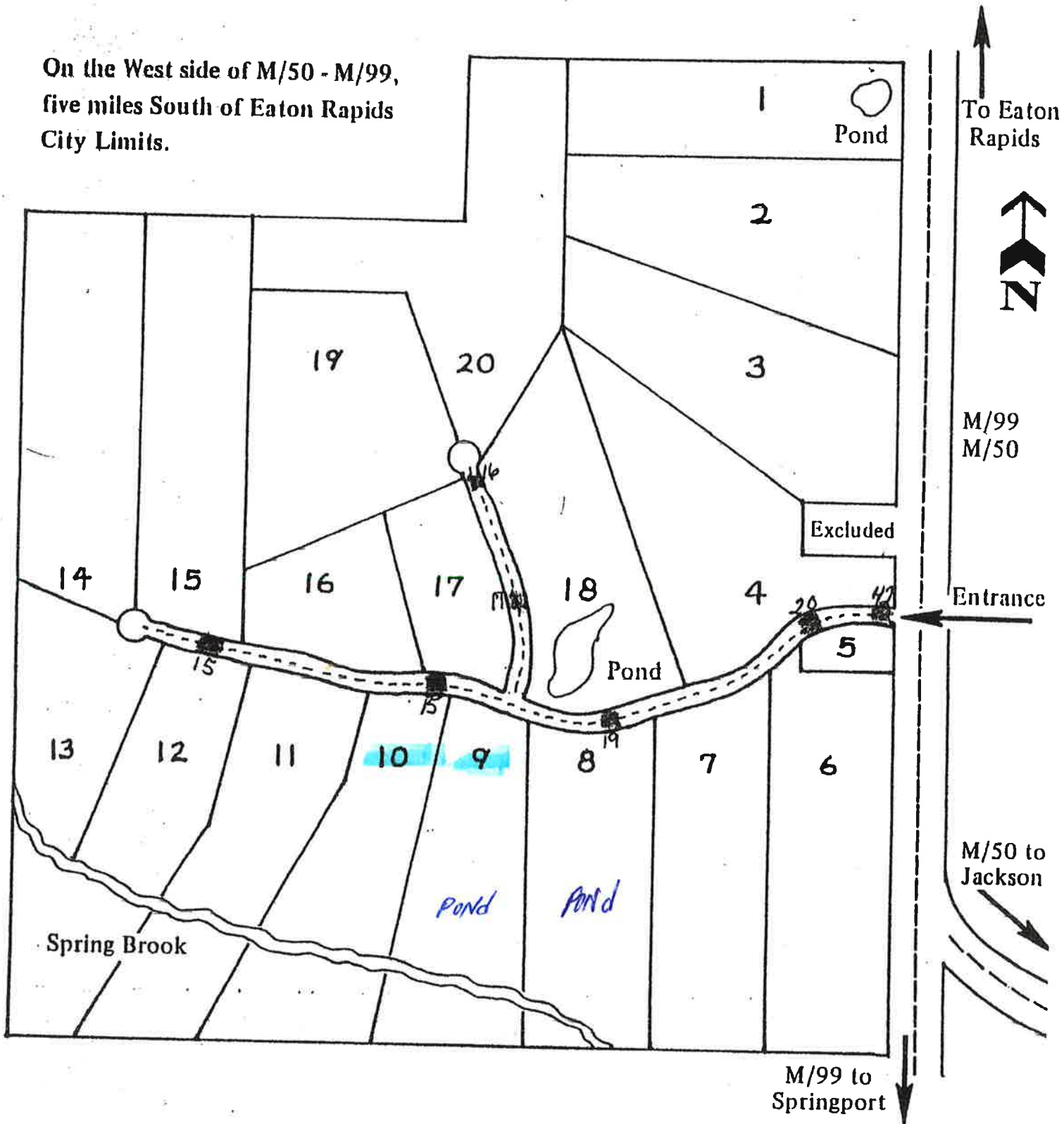


# Spring Brook Hills

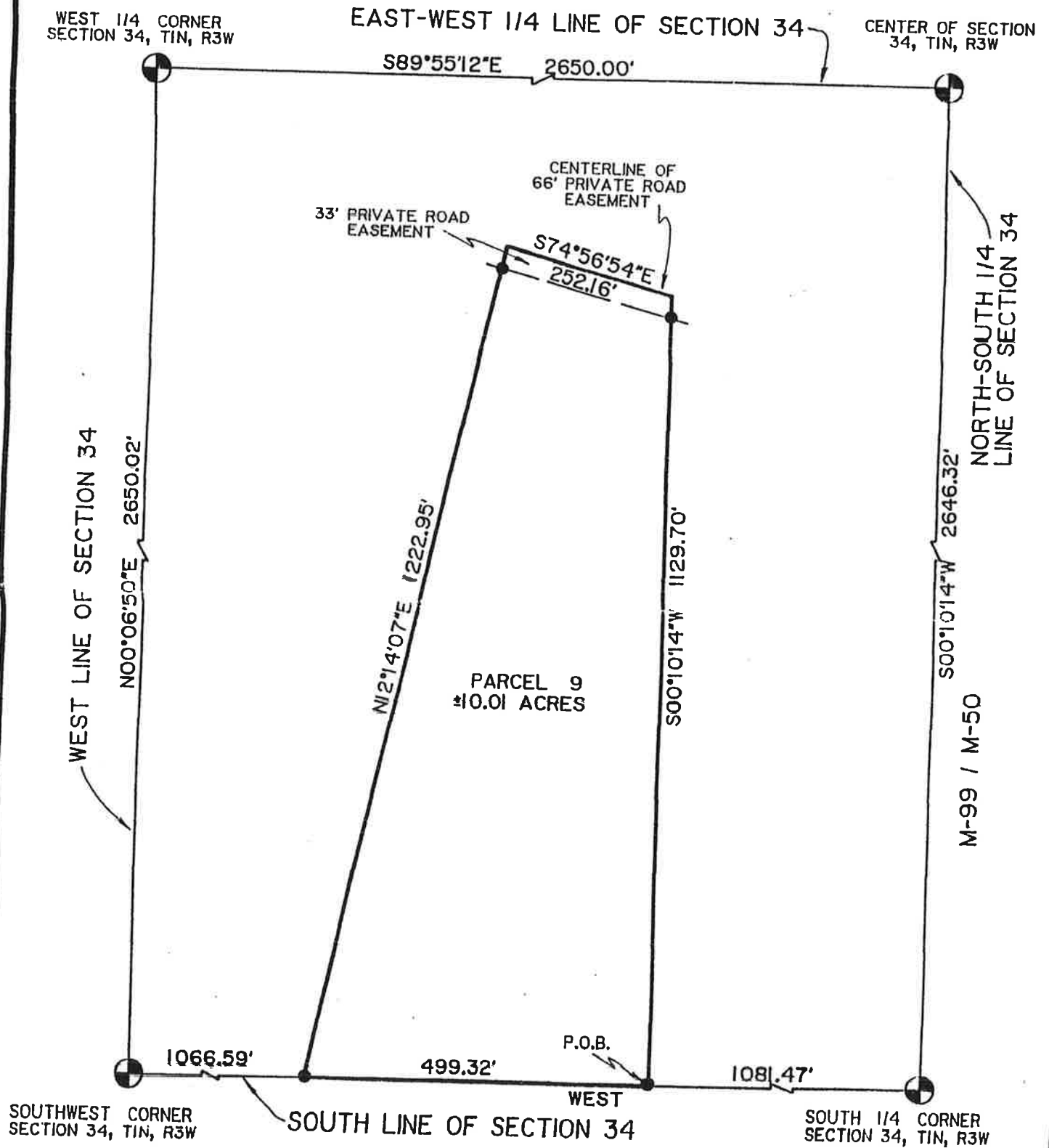
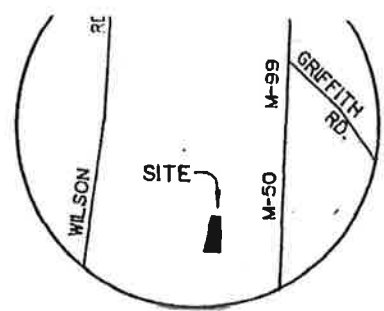
On the West side of M/50 - M/99,  
five miles South of Eaton Rapids  
City Limits.



FOR: **CARL ACKLEY**

**NORTH**

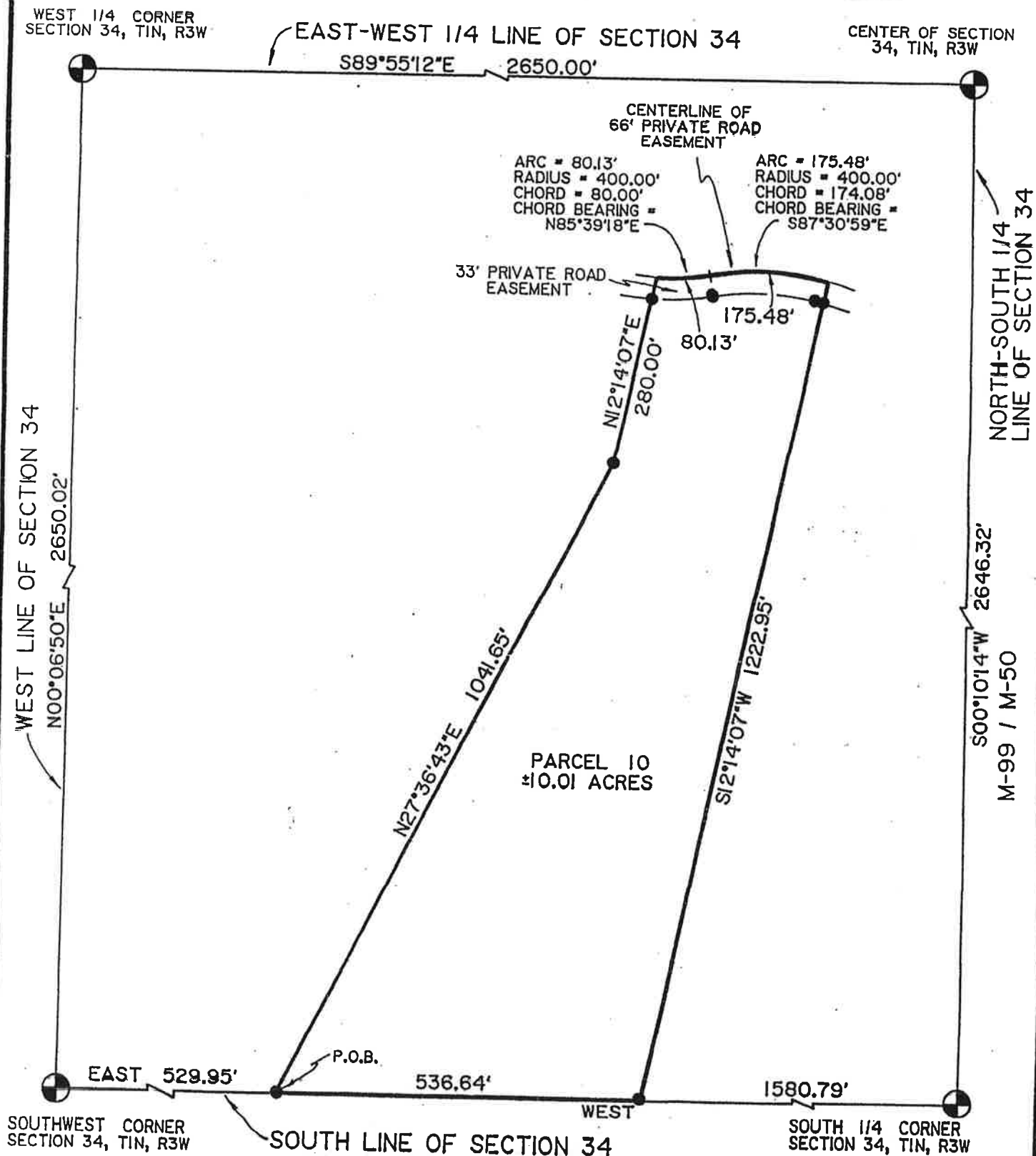
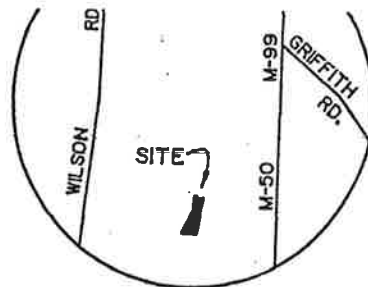
LOCATION MAP  
(NO SCALE)



FOR: **CARL ACKLEY**

**NORTH**

LOCATION MAP  
(NO SCALE)

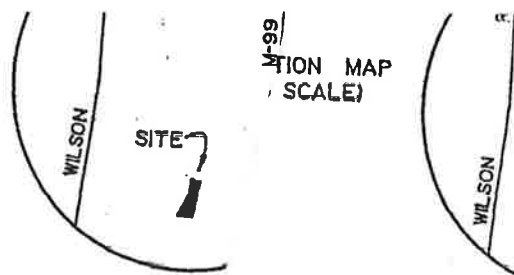


FOR: **CARL ACKLEY**

**NORTH**

LOCATION MAP  
(NO SCALE)

LOCATION MAP  
(SCALE)



WEST 1/4 CORNER  
SECTION 34, T1N, R3W

EAST-WEST 1/4 LINE OF SECTION 34

S89°55'12"E 2650.00'

CENTERLINE OF SECTION 34

50.00'

CENTERLINE OF  
66' PRIVATE ROAD  
EASEMENT

ARC = 80.13'  
RADIUS = 400.00'  
CHORD = 80.00'  
CHORD BEARING =  
N85°39'18"E

ARC = 175.48'  
RADIUS = 400.00'  
CHORD = 174.00'  
CHORD BEARING =  
S87°30'16"E

CENTERLINE OF  
66' PRIVATE ROAD  
EASEMENT

33' PRIVATE ROAD  
EASEMENT

S74°56'54"E  
252.16'

175.48'  
80.13'

N12°14'07"E  
280.00'

WEST LINE OF SECTION 34  
N00°06'50"E 2650.02'

N27°36'43"E 1041.65'

S12°14'07"W 1222.95'

S00°10'14"W 1129.70'

PARCEL 10  
±10.01 ACRES

PARCEL 9  
±10.01 ACRES

EAST 529.95'

P.O.B.

536.64'

WEST

499.32'

P.O.B.

1081.47'

SOUTHWEST CORNER  
SECTION 34, T1N, R3W

SOUTH LINE OF SECTION 34

SOUTH LINE OF SECTION 34



## DECLARATION OF RESTRICTIVE COVENANTS - SPRING BROOK HILLS

Ruth E. Morris and Carl D. Ackley, grantors and owners of real property in Hamlin Township, Eaton County, Michigan, in order to create a residential development and preserve in its natural setting property described in Appendix A, DECLARE that said property is, and shall be, held, sold, transferred, conveyed and occupied subject to these covenants, restrictions, easements and assessments, which are created for the benefit of said property (consisting of twenty parcels) and owners, subsequent owners, grantees, devisees, heirs and assigns.

### ARTICLE I

#### (Definitions)

"Grantors" are Ruth E. Morris and Carl D. Ackley, their duly appointed agents, representatives, heirs, successors and assigns.

"Owners" shall mean any legal or equitable owners of parcels within The Properties whether such ownership be pursuant to a deed conveying fee simple title or by virtue of purchasing property as a land contract vendee, but shall not mean a mortgagee or land contract vendor unless said mortgagee or land contract vendor has acquired title, or equitable title, pursuant to foreclosure or any proceeding in lieu of foreclosure.

"Ownership Unit" shall include each parcel divided and sold by grantors, including any remainder after subdivision and sale, located within The Properties.

"Parcel" shall mean Parcels 1 through 20 within real property described in Appendix A.

"Private Road" shall mean that private road constructed on property described in Appendix A.

"The Properties" shall mean real estate described in Appendix A.

## ARTICLE II

### (Control of Land Use, Structures, Location/Setback)

Sec. 1. Land Use, Building Type and Size: Parcels shall be used for private residential purposes. Use shall be limited to single family, which shall include so-called "mother-in-law" living quarters for a family member within a residence. Unless approved by grantors, no building shall be constructed or modified on any parcel other than one (1) single-family dwelling, which dwelling shall have a minimum enclosed living area of not less than 1,000 square feet, all floors, and not less than 800 square feet on one floor, a garage and one (1) accessory building not larger than 1,200 square feet on one floor. Minimum dwelling living area shall be computed exclusive of porches, decks, breezeways, an attached garage and/or an attached accessory building. Minimum dwelling area may be waived by grantors if required due to unique topography, providing the total living area of the dwelling complies with this restriction.

Sec. 2. Advance Review of Plan/Setbacks: No building, fence, wall or other structure shall be commenced, constructed or modified upon The Properties, nor shall any exterior addition or alteration be made, until plans and specifications showing

the design, kind, shape, elevations, materials and location shall have been submitted and approved in writing by grantors or their agents, which approval shall not be unreasonably withheld.

Sec. 3. Prohibition Against Other Structures/Use: No trailer, house trailer, mobile home, motor home or structure of a temporary character shall be used or occupied on any parcel at any time as a residence, either temporarily or permanently.

Sec. 4. Storage Tanks/Facilities: Any storage tank or outdoor refuse storage receptacle shall be located below the surface of the ground or at such other place approved in advance by grantors or their agents, providing that if located above ground, such approval shall be conditioned upon there being reasonable screening through use of wood fencing and shrubbery, or like kind of screening.

Sec. 5. Time Limitation for Construction: All exterior construction must be completed within twelve (12) months from commencement, and with interior construction to be completed within a reasonable time.

Sec. 6. Other Restrictions on Use:

(a) No noxious or offensive activity, including unreasonable levels of sound or noise, shall be carried on upon any parcel, nor shall any other activity be undertaken which becomes an annoyance or nuisance to neighbors.

(b) No industrial, manufacturing or business activity, excepting an office within a home not causing excessive traffic, shall be permitted or conducted upon said parcels without the approval of grantors.

(c) No hunting or trapping of wildlife shall be permitted on parcel, except to live-trap and remove a pest.

(d) Animals, including livestock and household pets, shall be permitted, providing they are not raised, bred, kept or maintained for any commercial purpose. The number of such animals shall be limited to those that a parcel's owners may reasonably maintain and keep under control so as not to create noise, odors or other nuisance. Wild animals and certain types of domestic animals known to be vicious or dangerous are prohibited. Should disputes arise under this sub-section "(d)", the dispute shall be resolved by grantors or their agents, whose decision shall be final.

(e) No signs shall be permitted on any parcel other than one (1) sign of not more than two (2) square feet identifying the owners and one (1) sign of not more than five (5) square feet advertising the parcel for sale.

(f) No exterior storage of wrecks, hulks or other unsightly items shall be permitted.

(g) All refuse shall be collected and disposed of according to law and in a manner to avoid the creating of a nuisance.

(h) No parcel shall be divided or partitioned in any manner.

(i) Grantors, including their agents, etc., as well as other owners, may enforce these restrictions



on use. Violators shall first be notified in writing to abate the condition within 30 days. On their failure to act, grantors, their agents, etc., and other owners, may then seek enforcement of these restrictions, including payment by the violator of costs and reasonable, actual attorney's fees incurred in enforcement.

Sec. 7. Easements/Utilities: Easements are reserved along and within ten feet of the front, rear and side lot lines of all said parcels for the construction and maintenance of conduits, wires and fixtures for electric lights, telephones, gas lines and other public and quasi-public utilities and to trim any trees or growth which at any time may interfere or threaten to interfere with the maintenance of said lines, with right of ingress and egress to employees of said utilities.

### ARTICLE III

#### (Maintenance Assessments)

Sec. 1. Personal Obligation to Pay Maintenance Assessments: Excluding Parcels 1 through 3, each owner agrees to pay maintenance assessments.

Sec. 2. Purpose of Assessments: Maintenance assessments shall be used exclusively to maintain the private road and entrance, including payment of taxes and governmental assessments.

Sec. 3. Basis and Amount of Maintenance Assessments: Commencing January 1, 1989, maintenance assessments shall be \$200.00 per ownership unit (excepting as noted below) per year, payable by February 1. If not required, maintenance agents or committee may reduce said assessments. If necessary, however,

these assessments may be increased for up to an additional ten (10%) percent for each calendar year subsequent to 1989.

Sec. 4. Exclusion: Due to the location of Parcels 1 through 3, the owners of said parcels shall not be obligated to pay maintenance assessments.

Sec. 5. Escrow Agents: Up to April 1, 1989, grantors shall serve as escrow agents to collect, disburse and account for all maintenance assessments and disbursements. Thereafter, the escrow agent shall be a person or persons selected by a majority of the maintenance committee.

Sec. 6. Maintenance Committee/Election: As of April 1, 1989, owners of parcels subject to payment of maintenance assessments shall select a three-person maintenance committee, which shall be elected annually. Each said ownership unit shall have one (1) vote, which vote shall be exercised as the owners within the ownership unit shall decide.

Sec. 7. Penalties for Non-Payment of Assessments: Any assessment not paid by its due date shall be delinquent. Such owners shall immediately lose their right to use of the private road and common facilities. In addition, the maintenance committee may commence legal action against said delinquent owners, for the following relief:

(a) Judgment on the debt, including interest from date of delinquency at the highest legal rate and costs of collection, including reasonable, actual attorney's fees to be determined by the court;

SPRING BROOK HILLS MAINTENANCE COMPANY  
NON-PROFIT CORPORATION RESOLUTION

At a duly called membership meeting of Springbrook Hills Maintenance Company, a Michigan non-profit corporation, held July 22, 1997 at which a quorum of members was present and with a majority of members present voting in favor of proposed acts as authorized by MCL 450.2304(3), and also having received in writing twelve affirmative consents (of sixteen possible consents) to said acts as authorized by MCL 450.2407;

Pursuant to said vote and consents, the following corporate acts were approved:

RESOLVED: The maintenance assessments levied under Article III, Section 3 of the Declaration of Restrictive Covenants - Spring Brook Hills, recorded in Liber 844, Pages 515-524, Eaton County Records, be increased to Three Hundred (\$300) Dollars per ownership unit per year, commencing January 1, 1998, payable by February 1, 1998 and payable for a ten (10) year period (through 2007), with the maintenance assessment to then revert back to Two Hundred (\$200) Dollars per year unless amended otherwise during the ten (10) year period; and

FURTHER RESOLVED: The non-profit corporation is authorized to borrow the sum of Thirty-Two Thousand (\$32,000) Dollars from Independent Bank at nine (9%) percent per annum with a five (5) year balloon; and with the note and loan documents to be executed by Cheryl J. Bixby, President, Bernie Konkle, II, Secretary and Marcia Ulch, Treasurer in behalf of said company.