

AMENDMENTS TO THE BUILDING AND USE RESTRICTIONS

OJIBWA RECREATION AREA

The undersigned property owner(s) of one or more lots within the Plat of 3 and 4 located within Sherman Township, Isabella County, Michigan, do hereby agree and consent to the following amendments to the recorded Building and Use Restrictions for such plat:

RECITALS

- A. The document entitled “Building and Use Restrictions” for the Plat of 3 and 4 is dated November 27, 1968, and was recorded with the Isabella County Register of Deeds records at Liber 332, Page 261 (the “Restrictive Covenants”).
- B. The Restrictive Covenants pertain to and bind all of the lots within the Plat of 3 and 4 (the “Plat”) located within Sherman Township, Isabella County, Michigan.
- C. The Restrictive Covenants remain fully valid and binding upon all of the lots within the Plat.
- D. Pursuant to a provision in the Restrictive Covenants, the Restrictive Covenants may be amended by an instrument signed by the then-owners of record of a majority of the lots within the Plat.
- E. Given that the Restrictive Covenants have been in effect and valid for decades and that two attempted amendments to the Restrictive Covenants (the documents recited in Sections 1 and 2, and F, as listed below) have not been effective, there is now a need to formally amend the Restrictive Covenants to bring them up to date, to clarify what restrictions are in effect and to revise several matters.
- F. The document entitled “Building and Use Restrictions – Ojibwa Recreation Area” and recorded with the Isabella County Register of Deeds records at Liber 821, Page 384 and the document entitled “Building and Use Restrictions of Ojibwa Recreation Area – Ojibwa Property Owners Association” recorded with the Isabella County Register of Deeds records at Liber 1560, Page 414 are both defective, were improperly enacted and are invalid.
- G. The below-signed property owner(s) (and who own one or more lots within the Plat) do hereby consent to and agree with (both as to themselves and as to all of the lot(s) that they own within the Plat) the amendments to the Restrictive Covenants contained in this document as follows:

AMENDMENTS

The undersigned hereby agree and consent to all of the following:

- 1. The 1994 document entitled “Building and Use Restrictions – Ojibwa Recreation Area” recorded with the Isabella County Register of Deeds records at Liber 821, Page 384 is defective and is null and void and is hereby rescinded in its entirety.
- 2. The 2011 document entitled “Building and Use Restrictions of Ojibwa Recreation Area – Ojibwa Property Owners Association” recorded with the Isabella County Register of Deeds records at Liber 1560, Page 414 is also defective and is null and void and is hereby rescinded in its entirety.
- 3. The Restrictive Covenants for the Plat is hereby amended to add the following provisions:

- i. Each owner of a lot shall be a member of the Ojibwa Property Owners Association (the “Association”). The owners of each lot shall pay to the Association annual dues in the following amounts each calendar year:

| | |
|----------------|--------------------|
| | <u>ANNUAL DUES</u> |
| <u>Per Lot</u> | 100.00 |

The annual dues shall be due on such date of each year as specified from time to time by the Association’s Board of Directors. A lien may be recorded by the Association with the Isabella County Register of Deeds records as to any lot for which annual dues are unpaid or delinquent. Such dues may also be collected through proceedings in a court of competent jurisdiction in the same fashion as real estate mortgages and other liens or as otherwise provided by law. The annual dues can be increased pursuant to the affirmative vote of fifty-one percent (51%) of the members present at the annual meeting of the members of the Association where a quorum is present (either in person or by proxy), but in no event shall the increase in annual dues be approved by fewer than the members owning at least thirty percent (30%) of all lots.

- ii. In addition to annual dues, a special assessment may be levied upon each lot pursuant to the affirmative vote of sixty-six percent (66%) of the members of the Association present at a meeting where a quorum is present (either in person or by proxy). However, in no event shall a special assessment be approved by fewer than the members owning at least fifty percent (50%) of all lots. Such special assessment shall be due on such date of each year as specified from time to time by the Association’s Board of Directors. A lien may be recorded by the Association with the Isabella County Register of Deeds records as to any lot for which the special assessment is unpaid or delinquent. Such special assessment may also be collected through proceedings in a court of competent jurisdiction in the same fashion as real estate mortgages and other liens or as otherwise provided by law.
- iii. For purposes of the Ojibwa Recreation Area development, real property matters and these restrictions, the Ojibwa Property Owners Association is the successor to the Ojibwa Development Corporation and now has all of the authority and powers of the Ojibwa Development Corporation.
- iv. No building or structure shall be installed, commenced or constructed until and unless all required permits have been obtained from the Ojibway Property Owners Association, Sherman Township and Isabella County. No house or dwelling shall be commenced, constructed or expanded until and unless the Association’s Architectural Control Committee approves the same in writing. Property owners must also comply with all applicable Sherman Township, Isabella County and State of Michigan statutes, codes, ordinances and regulations with regard to their property.
- v. No used or non-current manufactured home, mobile home or the equivalent shall be installed or utilized unless prior to its installation or use each such home has been inspected by and approved by the Association in writing.
- vi. No garage, pole barn, permanent shed or accessory building shall be constructed, installed or placed on a lot without prior written approval from the Association’s Architectural Control Committee.

- ii. No mobile home shall be installed, brought onto a property or utilized on any lot on either side of the road around Lake Windoga or Lake Manitonka (i.e., within the area legally described as Commencing N 89° 45' W 463.31' and South 1922.06' from the NE corner of Section 2, T 15 N, R 6 W, running thence S 43°50' W 26.5', thence S 46°10' E 216.0', thence S 43°50' W 281.99', thence S 51°46' E 812.2', thence 78°32' W 362.85', thence 56°48' W 333.23', thence S 38°52' W 504.75', thence N 28°37' W 162.41', thence S 83°55' W 183.3', thence 35°48' W 222.98' thence N 53°20' W 346.31', thence N 46°14' W 225.97, thence N 75°14' W 150.0', thence 14°46' E 428.86', thence N 63°08' E 882.43', thence N 59°04' E 322.16', thence 73°05' E 690.43', thence 12°41' E 323.43', thence S 68°18' W 639.22', thence S 60°47' W 940.93', thence S 23°42' W 342.33', thence S 53°20' E 323.0', thence S 85°48' E 197.82', thence 23°43' E 332.00', thence N 43°00' E 259.2', thence N 70°08' E 180.95', thence N 57°42' E 333.55', thence 74°16' E 385.43', thence N 54°08' E 356.33, thence N 49°48' E 365.8', thence N 37° 33' E 182.75, thence S 46° 10' E 134.91' to point of beginning and containing 122 lots and 5 parks in said Plat 1.

Beginning at the northwest corner of Section 2, T15-R6W, Sherman Twp, Isabella County, Michigan: thence S 1° -13' W – 205.00 ft along the west line of said section 2; thence S 61°-02' E – 1257.29 ft; thence S 78° - 02' E – 370.86 ft; thence N 22° - 43' E 392.06 ft; thence N 25°-17' W – 320.00ft; thence N 64°-01' W – 537.41 ft; thence N 89°-45' W – 990.11 ft along the North line of said Sec. 2 to the place of beginning Said plat 4 contains 50 lots numbered 251-300, consecutively and 3 parks lettered Park I thru Park K.

Beginning on the West Section line of Section 2, T15-R6W, Sherman Twp, Isabella County, Michigan: at a point located 525.59 ft s 1°-13' W of the NW corner of said Section 2; thence S 55°-47' E – 655.46 ft; thence S 25° -43' W – 145.01 ft; thence S 59° -43' W -102.00 ft; thence N 75° -17' W -130.00 ft; thence N 72° -47' W – 183.00 ft; thence S 17°-13' W – 79.78 ft; thence S 75° -57' E - 361.54 ft; thence S 59° -12' E – 92.00 ft; thence N 56°-33' E – 191.87 ft; thence S 59° -42' E – 71.45 ft; thence S 34° -12' E – 134.00 ft; thence S 77° -12' E 175.23 ft; thence S 44° -02' E – 150.56ft; thence S 84° -14' E – 398.29 ft; thence S 65° -44' E – 60.00 ft; thence N 85° -45' E – 106.92 ft; thence N 63° -30' E – 450.00 ft; thence N 6° -24' E – 375.66 ft; thence N 18° -24' E – 262.56 ft; thence S 79°-36' E – 155.70 ft; thence N 35° - 24' E – 81.27 ft; thence N 22° -36' W – 200.00 ft; thence N 67° -24' E – 325.00 ft; thence S 22° - 36' E – 266.00 ft; thence S 67° -24' W – 162.49 ft; thence S 8° -39' W -395.10 ft; thence S 14° - 00' W – 212.22 ft; thence S 24° -24' W – 141.56'; thence N 65° -36' W – 150.00 ft; thence S 24°-24' W -102.11 ft; thence S 50° -46' W -144.89 ft; thence S 73° -46' W – 349.20ft; thence S 83° -46' W – 167.71 ft; thence N 84° -14' W – 1131.12 ft; thence N 76° -40' W -471.94 ft; thence N 1° -13' E – 798.24 ft along the West Section line to the place of beginning. Said Plat 3 contains 51 lots numbered 200 to 250, consecutively and 3 parks F, G and H.

Commencing at the west ¼ corner of Section 2, T15-R6W, Sherman Twp, Isabella County, Michigan: TH N 0°-51'-30" E along the west line of section 2 (recorded as N 1°-13' E) 1309.70 ft to the SW corner of Ojibwa Recreation Area No. 3, TH S 77°-01'-30" E -471.94 ft (recorded as S 76° -40' E – 471.94 ft) TH S 84°-35'-30" E – 1131.12 ft (recorded as S 84°-14" E 1131.12 ft) TH N 83°-24'-30" E -167.71 ft (recorded as N 83°-46' E -167.71 ft;) TH N 73° -24'-30" E – 68.15 ft (recorded as N 73° -46' E) TH S 52°21'-30" W – 294.90 ft to the NE corner of Ojibwa recreation area No. 2 TH N 37°-38.30" W -66 ft (recorded as N 37°-17' W – 66ft) TH S 52°-21'-30" W – 1978.53 ft to the West line of Section 2 (recorded as S 52°-43' W -1978.53 ft) TH N 0° -51'-30" E -200.51 ft

(recorded as 1°-13' E -200.51 ft to the point of beginning). This area contains 28.18 acres and 70 Lots. This area is known as Plat 5.

Ojibwa recreation area no. 6, a part of the W1/2 and the SW ¼ of the NE ¼ of Section 2, T15-R6W, Sherman Twp, Isabella County, Michigan described as beginning at a point on the west line of Section 2 which is S 1°-13' W, 1458.30ft from the west ¼ corner of section 2; thence S 88°-47' E, 63.82 feet; thence on a curve to the left having a radius of 50.0ft a central angle of 90°-00' and a chord bearing and distance of N 46°-13' E, 70.71ft; thence N 1°-13' E 356.61 feet; thence N 52°-43' E 2839.33 feet along the southerly line of the recroded plat of Ojibwa Recreation Area No. 2; thence N 37°-17' W 226.01 feet along the easterly line of the recorded plat of Ojibwa recreation area no. 2 thence N 52°-43' E 650.0 feet; thence S 37°-17 E, 386.0 feet; thence S 52°-43' W 357.88 feet; thence S 37°-17' E, 270.95 feet; thence S 63°-16' W 745.08 feet along the northerly plat line of the recorded plat of Ojibwa recreation area no 1; thence S 15°-01' W 428.32 feet along the plat line of Ojibwa recreation area no 1; thence S 74°-59' E 150.0 feet along the plat line of Ojibwa recreation area no 1; thence S 45°-59' E 136.16 feet along the plat line of Ojibwa recreation area no 1; thence N 74°-59' W 114.99 feet; thence S 25°-01' W 248.05 feet; thence N 75°-03' W 258.14 feet; thence S 52°-43' W 550.0 feet; thence N 37°-17' W 470.0 feet; thence S 52°-43' W 1217.27 feet; thence S 1°-13' W 204.67 feet; thence on a curve to the right having a radius of 116.0 feet, a central angle of 90°-00' and a chord bearing a distance of S 46°-13' W 164.09 feet; thence N 88°-47' W 63.82 feet; thence N 1°-13' E 66.0 feet (along te west sec line) to the point of beginning. Containing 33.2 acres and 72 lots. This is said plat 6.

[This prohibition shall not apply to any mobile home lawfully installed before January 1, 2012.](#)

- iii. No prefabricated or manufactured home shall be installed, constructed or placed on a property unless it is in good condition and has been approved in writing by the Association's Architectural Control Committee.
- iv. Should any dwelling or structure be destroyed (in whole or in part) by fire, wind or other calamity, the structure or dwelling shall either be fully removed (and the lot restored to a reasonable and clean condition) or be fully rebuilt within 18 months of the date of damage.
- v. There shall be no hunting or discharge of any firearms (including air operated pellet and bb guns) except when used for lawful self-defense.
- vi. No structure of a temporary character shall be kept or used on any lot as a dwelling or residence, either temporarily or permanently, except as follows:
 - (a) A trailer may be lived in on a lot for a period not to exceed 6 months during the construction of a permanent dwelling on the lot involved.
 - (b) Camping on a lot is allowed for up to 20 weeks in total per calendar year.
- vii. Under no circumstances shall there be a discharge of any kind of sewage or grey water except into an approved and lawful septic system.

- viii. ~~On every lot there~~ Every dwelling shall ~~be~~ have reflective house or address numbers visible from the road and which are at least three inches tall.
- ix. These restrictions may be enforced in court by the Association or any lot owner. Court enforcement includes suits for injunctive relief and/or damages. Failure by the Association or any lot owner to enforce any covenant, lien or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter. If any lot owner shall, after court proceedings, be deemed to be in violation or erroneous interpretation of any restriction, covenant or lien, that lot owner shall pay the actual costs, expense and reasonable attorney fees of the lot owner or Association (as the case may be) who successfully enforced or defended the applicable restriction, covenant or lien.
4. Decisions and actions of the Board of Directors for the Association (as well as those of the Association) that occurred prior to January 1, 2013 are hereby confirmed and ratified. To the extent that any such decision, action or rule of the Board of Directors of the Association or of the Association contradicts the Restrictive Covenants (as now amended) or the amendments contained herein, such decision, action and rule shall be invalidated to the extent of any such conflict. Furthermore, any provision of the Association's bylaws in conflict with the Restrictive Covenants (as now amended) or these amendments is also null and void to the extent of any such conflict.
5. This document and the amendments herein shall be effective when the following two events occur:
- i. When a copy of this document and the amendments herein contained are consented to in writing by the owners of record of a majority of the lots within the Plat; and
- ii. When a document substantially the same as this document and the amendments herein contained (except referencing a different plat or plats) has been consented to in writing by the owners of record of a majority of the lots in each of the following plats within the Ojibwa Recreation Area:
- Ojibwa Recreation Area Plat 1
 - Ojibwa Recreation Area Plat 2
 - Ojibwa Recreation Area Plat 3 and Ojibwa Recreation Area Plat 4
 - Ojibwa Recreation Area Plat 5
 - Ojibwa Recreation Area Plat 6
 - Ojibwa Recreation Area Plat 7
6. The undersigned property owner(s) of one or more lots within the Plat also agree and consent that the above amendments and this document shall have immediate effect as to the lot or lots within the Plat owned by the undersigned property owner(s) and that any annual dues and special assessments imposed hereafter shall also be deemed to be a charge on the lot or lots within the Plat owned by the undersigned property owner(s) within the Plat.
7. Any provision in the Restrictive Covenants (prior to the amendments contained in this document) that is in direct conflict with any of the provisions contained in this document is hereby deemed to be deleted to the extent of any such conflict.

8. Except as otherwise expressly amended herein, the Restrictive Covenants remain fully valid, unchanged, and in full force and effect as to all of the lots within the Plat.
9. The undersigned property owner(s) also validate and confirm the past actions of the Association with regard to annual dues, assessments and fees.
10. This Agreement and consent shall bind not only the below-signed property owner(s), but also any and all future owners of the lot or lots within the Plat currently owned by the undersigned property owner(s). For purposes of this document, the undersigned "property owner(s)" can include a person, trust, limited liability company, corporation or any other legal entity.
11. In lieu of having each instrument signed by the lot owners identified in this document having to be notarized and recorded with the Isabella County Register of Deeds records (which would be impractical, expensive, and unreasonably time-consuming), the then-President and Secretary of the Association are hereby authorized to record a document with the Isabella County Register of Deeds records with the language of this document and the amendments to the Restrictive Covenants specified herein (if the requirements of Section 5 hereof are met) attesting to such document and amendments being signed by the requisite number of lot owners. Such recorded document shall specify where the original signed amendment documents can be reviewed, and such recording shall be deemed to be official record notice of this document and the amendments to the Restrictive Covenants contained herein and shall be considered the same as if all amendment documents had been executed, witnessed, notarized, and recorded separately.

Lot Number(s) Owned
Within the Plat

By the Signators Hereof: _____ (signature)

_____ (printed name)

(Lot Number(s))

_____ (signature)

_____ (printed name)

(Lot Number(s) Continued)

_____ (signature)

_____ (printed name)

Dated: _____, 201__ Address: _____

(Primary Street Mailing Address)

_____ (City, State, Zip Code)

_____ (Primary Phone & E-Mail Address)