

CORDWOOD POINT ASSOCIATION
DECLARATION OF RESTRICTIONS
Effective: _____, 2020

This **Declaration of Restrictions** (hereinafter referred to as the “**Restrictions**”) apply to all Lots within Cordwood Point No. 1 and Cordwood Point No. 2 (hereafter referred to as the “**Subdivision**”).

1. PURPOSE

The purpose of these Restrictions is to ensure that use of the entire Subdivision is for attractive residential purposes, to prevent nuisance, to preclude imperilment to the appearance and value of the property, and to maintain the desirability of the community, thereby securing for all property owners the full benefit and enjoyment of their homes with no greater restriction upon the free and undisturbed use of their property than necessary to assure the same mutual advantage to every other owner.

2. DEFINITIONS

For the purpose of these Restrictions, the following definitions shall apply:

Board of Directors

The Board of Directors (hereafter the “Board”) are the nine (9) individuals elected in accordance with Article V of the By-Laws of the Cordwood Point Association.

Cordwood Point Association (Association)

Cordwood Point Association (hereafter the “Association”) is a Michigan non-profit corporation deemed a single entity comprising residents of both “Cordwood Point No. 1” and “Cordwood Point No. 2”.

Front Lot Line

The Front Lot Line for waterfront property is deemed to be toward the lake. The Front Lot Line for non-waterfront property is deemed to be toward the road of their address.

Mobile Home

In the generic sense, mobile homes are singlewide, single-unit manufactured homes built to pre-approved housing codes (i.e., HUD Codes) with their own undercarriage and tow hitch for transport, which normally remain attached even after the unit is occupied. A mobile home is generally leveled and secured to non-permanent supports with tie-downs, and with temporary skirting enclosing the undercarriage. The mobile home's size; appearance; roof pitch; being affixed to a permanent foundation; the removal of tongue, axles or wheels; or any permanent additions will neither change its designation as a mobile home nor those lots specified herein on which it may be placed.

Modular/Sectional Home

Modular or sectional homes are those constructed at a factory in accordance with either HUD Codes or Michigan Residential Code 2000 (MRC 2000, formerly BOCA); are constructed in one, two or more sections; arrive on site on removable undercarriages (HUD) or flatbed truck (MRC 2000); are placed on county-inspected and approved foundations with all transport devices removed; and are permanently joined together to complete their assembly.

Recreational Vehicle

A travel trailer, motor home, ORV (off road vehicle), ATV (all-terrain vehicle), Side-by-Side.

Residence

As used herein a “Residence” is considered a permanent structure requiring a Cheboygan County Certificate of Occupancy and a District Health Department approved source of water and sanitation system.

Subdivision

The “Subdivision” is comprised of Cordwood Point No. 1” being a subdivision of Government Lots 2, 3, and 4 in Section 21, Town 33 North, Range 1 East, Benton Township, Cheboygan County, Michigan **and** “Cordwood Point No. 2”, being a subdivision of Government Lots 1 and 2 in Section 21; **and** Government Lot 2 in Section 22, Town 33 North, Range 1 East, Benton Township, Cheboygan County, Michigan.

Temporary Structures

Shed, shack, tent, etc. that may be constructed on a Subdivision lot but shall not be used as a residence.

Travel Trailer/RV

A towed or motorized vehicle used expressly for occasional travel, approved for highway use and legally licensed.

Watercraft

As defined by the State of Michigan, “Watercraft” means a contrivance used or designed for navigation on water, including a vessel, boat, motor vessel, steam vessel, vessel operated by machinery either permanently or temporarily affixed, scow, tugboat, or any marine equipment that is capable of carrying passengers, except a ferry.

3. APPLICABILITY AND MEMBER OBLIGATIONS

(a) The Restrictions specified herein, as modified and approved by the Association membership consisting of Lot owners within the Subdivision, are deemed to be binding 90 days after the date that the amendments to the Declarations of Restrictions were ratified by a majority vote of all votes cast by Association members.

(b) No Association member will be held liable, retroactively, for an act or omission not in violation of any previous Declaration of Restrictions which may, by this latest revision, now be

deemed enforceable. Conversely, failure by the Association to enforce any current restriction herein shall not be considered a waiver of the right to do so in the future.

(c) Membership in the Association is mandatory for all property owners. As such, owners are subject to member-approved annual assessments and any special assessments that may be in force, subject to late fees, penalties, and legally instituted liens for non-payment, as specified in Association By-Laws, Article 1 Section 2. The responsibility for paying delinquent and current annual assessments will pass to new property owners at time of sale or transfer, whether or not notified by the selling party.

(d) This updated and approved Declaration of Restrictions governing the use and occupancy of property in the Subdivision has been filed with the Cheboygan County Register of Deeds and must be disclosed to purchasers by sellers at closing or deed transfer.

4. USE OF ANY LOT WITHIN THE SUBDIVISION

(a) Any residence erected on any lot in this Subdivision shall be a private residence for use by the owner or occupant and, only one residence may be erected on a single lot.

(b) No residence shall be used for any commercial or manufacturing purposes, except that rental/lease of properties as a permanent residence or for short-term vacation purposes is permitted. In such instances, the property owner remains responsible for all provisions of these Restrictions, to include payment of annual dues and any assessments that may be in force. Once paid, all rights and privileges of Association membership transfer to the tenant except for Association voting rights, with the understanding that willful or negligent acts of the tenant in violation of these restrictions may incur liability to the property owner for redress or correction.

(c) A home office is an allowable use by an Association property owner only and so long as clients are not permitted in the residence.

(d) Travel Trailers and RVs may be used only for temporary occupancy in the Subdivision, and then only in accordance with restrictions detailed in Cheboygan County Zoning Ordinance 200. Generally, this ordinance requires that a permit be obtained from the County Zoning Administrator for their use or occupancy outside of approved campgrounds or trailer parks, with such occupancy limited to no more than 30 consecutive calendar days per year. This permit will state the dates that the trailer/RV is to be occupied and must be displayed on-site and renewed annually. A travel trailer/RV cannot be used as a full-time residence except while an approved permanent residence is being constructed on-site and is progressing satisfactorily, i.e., will meet the six-month criteria for exterior completion as specified in Section 5(d) of these Restrictions; must have a District Health Department approved waste disposal system and source of potable water; cannot be stored on a vacant lot; and must be removed from the premises when unoccupied unless there is a permanent residence on the property with suitable rear or side yard storage. An Association permit is not required.

(e) A mobile home placed in the Subdivision requires all requisite Cheboygan County permits and the home must be new and meet County requirements for size, electrical, plumbing, and

mechanical systems. It must also have a District Health Department approved source of water and sanitation system, and requires a Cheboygan County Certificate of Occupancy before permanent residence is allowed. An Association Construction Permit is also required as specified in Section 5 below.

(f) A HUD or MRC-built modular or sectional home meeting all county and Association requirements herein, and meeting the size requirements specified in 5(a) below, may be placed on any lot in the Subdivision. Failure to meet the requirements of 5(a) below will restrict their use to those lots designated for mobile home placement in Section 4(g) below. Use of these homes still require all Cheboygan County construction permits and inspections, including District Health Department approval of wells and sanitation system, before a Certificate of Occupancy can be issued. In addition, these homes must also have a Cordwood Point Construction Permit, which requires the property owner to provide a site plan detailing the basic home type, its dimensions, placement on lot(s), easements, and locations of the well and septic tank/drain field.

(g) No temporary structures (shack, tent, shed, etc.) shall be occupied as a residence. A new mobile home may be placed on lots numbered 169 through 234 inclusive, lots 510 through 529 inclusive, lots 532 through 551 inclusive, lots 554 through 572 inclusive, and lots 575 through 597 inclusive; provided that all other applicable conditions of these Restrictions are met. Such structures must comply with all Cheboygan County construction ordinances, zoning ordinances, and with District Health Department regulations.

(h) Under no circumstances will an unfinished residence be occupied in the Subdivision without a Cheboygan County Certificate of Occupancy and District Health Department approval of water and sanitation systems.

(i) No lot in the Subdivision will be used for the breeding or harboring of any livestock or poultry with the exception of Chickens which shall be limited to a maximum of 4 and so long as they are enclosed in a cage so as not to roam free. No Roosters are allowed.

(j) Household pets are not to be maintained or bred for commercial purposes. Property owners shall ensure that their pets are under control at all times (leashed, fenced or otherwise restrained), and do not constitute a nuisance due to noise, smell, or unsanitary habitation. All owners are responsible for cleaning up after their pets while utilizing any Subdivision areas not owned by them i.e. road rights-of-ways, parks, beaches, etc.

(k) Association property/facilities (Clubhouse, Park A, and Park B) are for the exclusive use and enjoyment of all members (and their guests) whose dues are current. An Association member must be present at all times when Association facilities are in use by one of their guests. The Association rules governing the use will be strictly observed and enforced, including: park curfews (the earlier of 10:30 pm. or sunset), no glass containers, no alcoholic beverages (except at approved Clubhouse functions), and no motorized vehicles of any type beyond established roads/parking areas. Pets must be restrained (e.g. on a leash) at all times. There will be no unattended fires. Any member, or their guests visiting any of the Association properties shall

assure that no trash/debris is left on Association property as a result of their visit/use. There will be no excessive noise which annoys adjacent property owners.

(l) The Association's clubhouse is available for use by any member in good standing, on a first come, first served basis. Reservations must be made with a minimum of 48 hours notice from the time of the event. Keys for the clubhouse door and closet are to be obtained from the Clubhouse Coordinator. The member reserving the facility will be responsible for any damage, for ensuring that the clubhouse is properly cleaned and secured once their function is concluded, and for returning keys in a timely manner. The member making the reservation will be required to furnish a reservation fee of \$50. Half of this fee will be returned to the member if all of the above conditions are met. Either the Association member reserving the facility or another responsible Association member must be in attendance at all times.

(m) No fireworks may be used within the Subdivision if the State of Michigan has issued a "no burn permit status" for the area. Otherwise, fireworks can only be used during the times and dates established by the State of Michigan; currently these are:

- December 31 until 1 a.m. on January 1
- The Saturday and Sunday before Memorial Day, until 11:45 p.m.
- June 29 to July 4, until 11:45 p.m.
- July 5, if it falls on a Friday or Saturday, until 11:45 p.m.
- The Saturday and Sunday before Labor Day, until 11:45 p.m.

(n) The storage and handling of hazardous/toxic materials (as defined by the State of Michigan), trash, rubbish, junk, and household garbage is to be done in an appropriate manner (as defined by the State of Michigan) and is to be done in such a way so as not to impair the appearance or values of surrounding properties:

1. Temporary holding of household garbage is to be done in clean garbage cans with a sealable animal proof lid. Garbage can capacities shall be 100 gallon or less.
2. Residential garbage and any other refuse, is to be picked up routinely by a commercial waste management company, or otherwise removed from the premises, so as not to create neighborhood blight, nuisance, emit offending odors, nor attract unwanted pests.
3. Dumpsters shall be used only for building construction or remodeling purposes. They shall be removed from the subject residential property within 15 days after completion of building construction or remodeling project.

(o) Outside storage of watercraft or recreation vehicles is to be done in such a manner so as not to impair the appearance or values of surrounding property. Storage of commercial, farm, or construction vehicles and other machinery shall be within an enclosed storage facility. Any vehicle or watercraft stored on residential property shall be operable and have current Secretary of State Licensing for the proper owner. Landowners that store more than a combination of 3 watercraft or recreational vehicles outside must obtain Association approval.

(p) Any land use or other situation deemed in violation of the Cordwood Point Association By-Laws or these Restrictions will be brought to the attention of the property owner(s) involved, either verbally or in writing, outline what steps are necessary to correct the violation(s) and, what remedies are available to the Association in the event the corrections are not made; which are assessments, binding arbitration, and civil law suit. This communication shall be documented in writing for Association files. Violation(s) not corrected within 30 days from the documented communication will be considered in default and the Association shall take the following steps to correct the violation(s):

1. A 30-day Notice, delivered by Certified mail, will be given to the property owner in question. The Notice will inform the property owner that if the violation(s) is not satisfied within the 30-day period an assessment shall be levied against the homeowner in the amount of \$75.00/month per violation (pursuant to Section 2, Subsection (c) of the Association By-Laws). The Notice shall give the property owner 30-days to pay the assessment **and** correct the violation(s).
2. In the event the violation(s) is still not corrected at the end of the 30-day Notice, the Association will request, of the Court, that the parties involved enter binding arbitration. If the land owner refuses binding arbitration or does not fulfill arbitrated solutions; a civil suit shall be brought against the property owner in question. Through the law suit the Association shall seek reimbursement of all legal costs associated with the law suit, legal costs, administrative expenses, and assessments relative to the suit.
3. If the court finds in favor of the Association, unpaid sums assessed to an owner by the Association constitute a lien on the subdivision lot(s) owned by the owner at the time of the assessment, before other liens, except tax liens of any Federal, State, or local taxing authority.
4. The lien may be foreclosed by action or advertisement by the Association, in the name of the Association, or on behalf of an aggrieved subdivision property owner. A foreclosure shall be in the same manner as a foreclosure under the laws relating to foreclosure of real estate mortgages by advertisement or judicial action, but may not be foreclosed without the recording and service of the lien.
5. The expenses incurred in collecting unpaid assessments, including interest costs, actual attorneys' fees (not limited to statutory fees), and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the owner in default and shall be secured by the lien on said lot.

5. TYPE AND SIZE OF CONSTRUCTION

(a) Any structure constructed or placed on any lot within the Subdivision requires all requisite Cheboygan County permits (building, planning, zoning, etc.) be in place prior to an Association Building permit being issued. Any Residence erected or placed on any lot in the Subdivision, except on those designated as mobile home lots (see subsection 4(g)), shall have a minimum living area on the ground floor, exclusive of porches and garages, of 720 square feet and a minimum width of 24 feet facing the road of the structure's address. This includes lots zoned as "Lakes and Streams Protection" and "Residential Development" as defined in Cheboygan County

Zoning Ordinance 200. For those Subdivision lots on which a new mobile home or single-wide modular home may be placed, a 720 square foot minimum living area, exclusive of porches, is also required; as well as a minimum width of 14 feet, exclusive of additions. Travel trailers or RVs temporarily placed within the Subdivision in accordance with Section 4. (d) above are exempt.

(b) All exterior construction materials used in the Subdivision to build or alter a residence or any associated structure must be new, and any modular/sectional or mobile home moved into the Subdivision must likewise be new. Occasional exception to this requirement for new materials may be granted by the Board if specifically recommended by the Association's Building Control Committee. Acting without this approval, however, may require removal or reconstruction by the builder/owner.

(c) All residences must have inside bathroom facilities, a well for potable water, and sanitation system which have been inspected and approved by the District Health Department. Once installed, it is the responsibility of each homeowner to properly maintain their sanitation system to guarantee its effectiveness. In cases where construction is to take place on site and sanitary facilities are not otherwise available, it is the responsibility of the property owner to ensure that they or their contractors provide suitable temporary facilities.

(d) All structures shall be completed on the exterior within six (6) months from the date Association permits are issued, including final paint or varnish on any exposed wood surfaces. No asphalt imitation brick, asphalt shingles (except as used for actual roofing), tar paper/roofing, felt, insulation board, or non-exterior sheathing (e.g., oriented strand board, particle board, or similar material) shall be used for the outer finish of any building. Traditional exterior material shall be used, such as wood, vinyl, steel, or aluminum siding, logs, brick; stone, or concrete. In some instances, relief from this six-month stipulation may be granted by the Board if delay is unavoidable, and if the County likewise grants permit extensions. Exceptions to the above exterior materials may be granted by the Board if recommended by the Building Control Committee.

(e) Any garage, storage building, boat house, garden shed, yard building, fence, etc., of any type must conform in appearance to its associated residential structure and must be in keeping with the overall look of the homeowners' plot. Lots with stand-alone storage buildings must be sold as part of the sale of the residential property whether the lot is homesteaded or not. A six-month temporary variance to this restriction may be submitted to the Building Control Committee (per Article 8) if the prospective purchaser of a lot with a stand-alone storage building submits plans and appropriate building permits for the construction of a residence on said property within six months from Board approval of the temporary variance.

(f) No property owner may build for personal use a structure of any type on any lot where a permanent residence does not already exist; except that an approved garage, boat house, storage building, yard building, etc. may be constructed on a lot owned by the homeowner which is either directly adjacent to, across the road from the homeowner's original residence (homestead property), or across the road with a contiguous lot line with lots owned by the homeowner. In such cases, the secondary building(s) must be set back leaving ample space for a residence in

front and have no outside storage of vehicles, materials, etc. and must conform to all pertinent restrictions listed herein. The owner must submit site plans and specifications to the Building Control Committee and obtain an Association Building Permit in addition to all required County permits prior to construction. Members are urged to discuss plans with their neighbors.

(g) The construction of any fence requires appropriate Cheboygan County and Association permits. In no case shall a fence be erected closer than 25 feet to the front lot line. Fence types that will be approved by the Association include those made of treated or weather resistant wood (e.g. pressure treated, cedar or redwood), those made of vinyl (PVC) or vinyl-dipped (e.g., green) chain-link. In no case will any fence be more than six feet in height, per county restrictions, or situated to cause nuisance to a neighbor, or degrade in appearance. Any fence placed upon a common lot line must be of a type and structure agreeable to the owners with the shared lot line or placed a minimum 6-inches off the shared lot line. Fences must be installed with the finished side facing the neighboring property and maintained in keeping with the overall appearance of the property. Dog runs or similar enclosures may be constructed of standard (zinc-clad or aluminum) chain link fencing as long as all other provisions of this subsection are observed.

6. SIGNS

The following restrictions apply to the placement of signs within the boundaries of the Subdivision.

- (a) "For sale" and "for sale by owner" signs are permitted on all property offered for sale, provided that the sign measures no more than 30 x 30 inches. These signs must be removed within 15 days after the sale is consummated and closed. It is the new property owner's responsibility to ensure compliance.
- (b) A 'for sale' sign only is allowed for multiple adjoining vacant properties. A small additional sign, indicating the number of adjoining lots for sale in the parcel may be displayed with the single 'for sale' sign. Lot number signs may also be displayed on any vacant property if they do not exceed 6 x 12 inches.
- (c) Developer/Builder/Contractor signs on properties under construction or remodeling are permitted, but are to be removed by the property owner within 15 days of project completion, final inspection, or issuance of a County Certificate of Occupancy; whichever occurs first.
- (d) Modular-sectional homes may display a vendor's sign on the property during the installation phase but must be removed by the property owner within 15 days after closing.
- (e) Political signs are permitted during an election but must be removed within 15 days after the election. It is the responsibility of the property owner to remove the signs.
- (f) Signs indicating estate sales, garage sale, or moving sales, are permitted. The property owner shall be responsible for erecting signs on the day of the sale and removing all signs at the conclusion of such sale.

(g) Decorative signs, flags, and name plates may be placed on an individual's property as long as they are not offensive to neighbors (disputes to be settled by the Board) and do not exceed 3 x 5 feet in size.

7. EASEMENTS

(a) As shown on the master plat of Cordwood Point No. 1 and Cordwood Point No. 2 (recorded with the Cheboygan County Register of Deeds), easements for the installation and maintenance of public utilities of drainage-ways are reserved along and within 15 ft. of all front lot lines, and 8 ft. of all side and rear lot lines in this Subdivision, except that for waterfront properties the 'front' versus 'rear' order is reversed, with a 15 ft. easement reserved along the rear lot (i.e., toward the road) and an 8 ft. easement along the lakeside boundary. 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 easement if wires, or cables carried by such poles pass over some portion of said lots not within stipulated easements.

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

8. VARIANCES

Property owners may request changes or relief from these restrictions on an individual basis and any reasonable lawful request for a permanent or temporary variance to these shall be considered by the Board. If determined to be legal by competent authority and so approved, the change will be submitted in writing to the owners with contiguous lot lines, and if consented in writing, shall be recorded, and when recorded shall be binding as to the original restrictions. Any legal or administrative costs associated with such actions will be paid by the requesting party.

9. VALIDATION

(a) These Restrictions shall run with the land and will remain in full force and effect unless otherwise invalidated by Court decree or judgment, or unless changed or modified in whole or in part by eligible Cordwood Point Association Members in a legally constituted election specifically for such a purpose in accordance with Association By-laws Article X and in compliance with procedures detailed in Section 3(a) of this Declaration of Restrictions. An instrument detailing the change(s) and certifying the results of any such approved ballot, signed by each member of the Board, will be duly recorded with the Cheboygan County register of Deeds.

(b) Invalidation of any 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.

This revision of the Cordwood Point Association Declaration of Restrictions assimilates the original document plus all later amendments, and is considered effective and binding as of _____, 2020.

Revised by: Cordwood Point Association By-Laws Committee and Board of Directors

Approved by: Cordwood Point Association Members by majority vote and absentee ballots on _____, 2020.

Cordwood Point Association Board of Directors
Cordwood Point Association
P.O. Box 201
Cheboygan, MI 49721

DRAFT

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) ss
COUNTY OF CHEBOYGAN)

Acknowledged before me in Cheboygan County, Michigan, _____,
2020 by LYNN BELL, WARREN LEAKE, MIKE CLEMENTE, CAROLYN MILLER, DEAN
DESTEFANO, SANDY FLOWERS, JACKIE NADLICKI, RON MALOTT, PAT MITCHELL

Lynn Bell, President

Warren Leake, Vice President

Mike Clemente, Treasurer

Carolyn Miller, Secretary

Dean DeStefano

Sandy Flowers

Jackie Nadlicki

Ron Malott

Pat Mitchell

Notary Public, State of Michigan, County of Cheboygan
My commission expires: _____
Acting in the County of: Cheboygan

Drafted By:
Paul J. Salvatore
P.O. Box 478
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