

CHATEAU SHORES SUBDIVISION NO. 4

THIS DECLARATION made this 8 day of December, 1986

by ALEX H. FUNTUKIS, a single man, hereinafter called the DEVELOPER, of
1016 Mandalay Drive, Clearwater Beach, Florida.

'87 FEB 5 PM 3 15

REGISTER OF DEEDS
CLINTON COUNTY, MICH.*Boris A. Dickerson*

WITNESSETH:

WHEREAS, the Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community; and to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the value amenities in said community to provide for participation in the Lake Geneva Homeowners Association;

NOW THEREFORE, the Developer declares that the real property described in Article II, and such addition thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association shall mean and refer to the Lake Geneva Property Owners Association, Inc., a Michigan non-profit corporation.
- (b) "The Properties" shall mean and refer to all existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.
- (c) "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of The Properties.

(d) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot, or the land contract purchaser of any lots situated upon The Properties, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(e) "Member" shall mean and refer to all those Owners who are members of the Association as provided herein.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION:

ADDITIONS THERETO

Section 1. EXISTING PROPERTY. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied, subject to this Declaration is located in Chateau Shores Subdivision No. 4, a subdivision of a part of the Northwest one-quarter of Section 8, T5N, R2W, City of DeWitt, Clinton County, Michigan, recorded on _____, at Liber _____ of Plats, Pages _____ and _____, Clinton County Register of Deeds Office, specifically described as:

Commencing at the South 1/4 corner of Section 8, T5N, R2W, thence N00°12'25"W, 2650.01 feet along the North-South 1/4 line of said Section 8 to the center of said Section 8; thence N89°11'59"W, 1327.68 feet along the East-West 1/4 line of said Section 8 to the Southwest corner of Lot 19, Viewcrest River Addition, as recorded in Liber 2 of Plats, on page 33 of the Clinton County Records; thence N00°23'53"W, 1068.00 feet along the West line of Viewcrest River Addition as recorded, and the West line of Walter's Subdivision, as recorded in Liber 6 of Plats, on pages 1 and 2 of the Clinton County Records, and the East line of Chateau Shores Subdivision, as recorded in Liber 6 of Plats, on pages 12 and 13 of the Clinton County Records to the Northeast corner of Lot 22 of Chateau Shores Subdivision, as recorded, being the point of beginning of the following described parcel: Thence S80°28'10"W, 295.00 feet along the North line of Lots 22 and 21 of Chateau Shores Subdivision, as recorded; thence S59°56'29"W, 271.36 feet along the North line of Lots 21 and 20 of Chateau Shores Subdivision to the NE corner of Lot 19 of Chateau Shores Subdivision; thence S84°59'40"W, 46.34 feet along the North line of said Lot 19 to the corners common to Lots 19, 16 and 15 of Chateau Shores Subdivision; thence N02°52'06"E, 258.21 feet along the East line of Lots 15, 14 and 13 of Chateau Shores Subdivision, as recorded, to the NE corner of said Lot 13; thence N89°36'07"W, 135.00 feet along the North line of said Lot 13 to the NW corner of Lot 13, and a point on the East right of way line of East Geneva Drive, as recorded; thence Northeasterly 68.85 feet along the East right of way line of East Geneva Drive on a curve to the right, said curve having a radius of 807.00 feet, a central angle of 4°53'18", and a long chord of 68.83 feet, bearing N16°52'37"E, to the SW corner of Lot 38 of Chateau Shores Subdivision No. 2, as recorded in Liber 6 of Plats, on pages 32 and 33 of the Clinton County Records; thence S89°36'07"E, 135.00 feet along the South line of Lot 38 as recorded, to the SW corner of said Lot 38; thence N00°23'53"E, 140.00 feet along the East line of Lot 38 as recorded, to the NE corner of said Lot 38, and a point on the South line of Lot 37 of Chateau Shores Subdivision No. 2, as recorded; thence S89°36'07"E, 95.80 feet along the South line of Lot 37, as recorded, to the SE corner of said Lot 37; thence N00°23'53"E, 180.00 feet along the East line of Lots 37 and 36 of Chateau Shores Subdivision No. 2 to the NE corner of Lot 36, as recorded, and a point on the South line of Viewcrest River Addition as recorded; thence S89°36'07"E, 444.18 feet along the South line of Lots 39 through 32 of Viewcrest River Addition, as recorded; thence S00°23'53"W, 451.19 feet along the West line of Viewcrest River Addition, as recorded, and the West line of Walter's Addition, as recorded, to the point of beginning.

This Plat contains 11 Lots numbered 49 through 55, inclusive, all of which real property shall be hereinafter referred to as "Existing Property".

Section 2. ADDITIONS TO EXISTING PROPERTY. The Developer, his successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development. The additions authorized under this section shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

Such Supplementary Declaration may contain such complementary additions and modifications of the Covenants and 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 covenants established by this Declaration within the Existing Property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. MEMBERSHIP. Every person or entity who is a record owner of a fee, an undivided fee, or a land contract purchaser's interest, in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

Section 2. VOTING RIGHTS. There shall be one vote for each lot. If a lot is owned by more than one person or entity, then the owners must decide among themselves how to cast the vote. A land contract purchaser will take precedence of the fee title holder if he chooses.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed and any such deed or other conveyance, hereby covenants and agrees to pay to the Association an annual assessment of FORTY-EIGHT AND NO/100 (\$48.00) DOLLARS. The annual assessment shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment shall also be a personal obligation of the person who was the Owner of such property at the time when the Assessment fell due.

Section 2. PURPOSE OF ASSESSMENT. The annual assessment shall be for dam and park maintenance, lake level regulation and for such other purposes as will

maintain or improve the Lake Geneva area. At least one-half of such funds collected in each year shall be used for the purposes specified above.

Section 3. DATE OF COMMENCEMENT AND AMOUNT OF ANNUAL ASSESSMENT.

Commencing April 1, 1987, and on April 1 of each year thereafter, the Owner of each Lot, except the Developer, shall pay \$48.00 to the Association, or its designated successor or assigns.

Section 4. EFFECT OF NONPAYMENT OF ASSESSMENT. If the Annual Assessment is not paid by June 15 of each year, then such assessment shall become delinquent and shall thereupon become a continuing lien upon the property which shall bind such property in the then Owner, his heirs, devisees, personal representatives, and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid by June 15 of each year, such delinquency may be denoted by an affidavit prepared by the direction of the Association and 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.

ARTICLE V

RESTRICTIVE COVENANTS

Section 1. LAND USE AND BUILDING TYPE. No Lot shall be used except for residential purposes. However, a model home or home with displays and sales activities may be maintained by the Developer, a builder or real estate broker as long as it is well maintained and is not a nuisance to the general neighborhood. Also, "Home Occupation" is permitted as defined by City of DeWitt zoning ordinance at the time of such use. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling of new construction not to exceed two and one-half stories in height and a private garage for not more than three cars.

Section 2. ARCHITECTURAL CONTROL. No building, fence, wall, basketball backboard or other structure shall be commenced, erected, placed, or altered on any Lot or upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height material and location of the same shall have been submitted in writing to and approved in writing as to the harmony of external design, location and relation to surrounding structures and topography, and finished grade elevations and quality of workmanship of materials as provided in Article VI, Section 1.

Section 3. DWELLING QUALITY AND SIZE. Ground floor area of the main

structure, exclusive of one-story open porches and garages, shall be not less than 1,400 square feet for a one-story dwelling, nor less than 900 square feet for a two-story dwelling or 900 square feet for a one and one-half story dwelling. Bi-levels, tri-levels and raised ranches are to have at least 1,536 square feet of living area.

Section 4. BUILDING LOCATION. A building shall be located on any Lot as required by the applicable governmental zoning ordinance, provided, however, any building erected must be set back not less than forty (40') feet from the front lot line and not less than forty (40') feet from any side street lot line.

Section 5. EASEMENTS. Easements are reserved along and within ten (10') feet of the front lot line of each lot for the purposes of laying, maintaining and operating pipes and pole lines for the transmission of water, gas and electricity to carry telephone lines and other public and quasi-public utilities, conduits, wires, sewer lines, and fixtures for the electric lights and use and occupy said premises for such purpose, with a right to ingress and egress from to repair the same when necessary and to trim and cut trees which at any time may interfere with the operation or maintenance of said public and quasi-public utilities. It shall not be considered a violation of the provisions herein contained if wires or cables carried by such pipes and poles cross over some portion of said premises not within this easement as long as the same does not hinder, interfere with or obstruct the construction of any dwelling.

Section 6. NUISANCES. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 7. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence whether temporarily or permanently, and no building shall be moved into said subdivision.

Section 8. SIGNS. No sign of any kind shall be displayed to the public on any lot except on a new house previously unoccupied which is offered by the Developer or a builder, or on a lot offered for sale by the Developer.

Section 9. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes.

Section 10. GARBAGE AND REFUSE DISPOSAL. Any tank for the storage of fuel placed or maintained on said premises outside any building on any lot shall be located below the surface of the ground. No refuse pile of other unsightly or

objectional material or objection shall be allowed or maintained on any lot, whether improved or unimproved. No outdoor incinerator may be installed or permitted on any lot. Each dwelling must be equipped with an electric garbage disposal connected to the plumbing system.

Section 11. SEWAGE DISPOSAL. No individual sewage disposal or septic system shall be installed or permitted on any lot.

Section 12. WATER SUPPLY. No individual water supply system shall be permitted on any lot unless such system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

Section 13. DRIVEWAY APPROACH. No Lot shall be used for residential purposes unless the driveway approach and driveway leading from the hard surfaced street to the garage shall be made of asphaltic paving brick or concrete materials.

Section 14. GARAGES. Any dwelling built on any Lot shall have at least a fourhundred square foot garage attached to, connected with, or built as part of the dwelling.

Section 15. EXTERIOR STORAGE. All dwellings and garages constructed on the Lot shall be of new construction. There shall be no outdoor storage of a mobile home, motor home, house trailer or other recreational vehicle or trailer, and the outdoor storage of boats, snow mobiles, utility trailers, camping trailers, or any other kind of trailer, is prohibited except in the rear yard and in such a manner as shall be approved by the architectural control committee. No carport shall be erected or maintained on any lot. "Storage" is considered anything over 48 hours in any one week.

Section 16. RESTORATION. Any dwelling and garage on any lot which may in whole or in part be destroyed by fire, windstorm, or other casualty, must be rebuilt and all debris removed and the lot restored to a sightly condition with reasonable dispatch.

Section 17. LOT CONDITION AND MAINTENANCE. The Owner of any improved lot shall at all times keep and maintain the same in an orderly manner causing grass and other growth to be regularly cut, prevent accumulations of rubbish and debris, and in general maintain the lot in a sightly condition.

Section 18. COMPLETION OF CONSTRUCTION. All buildings shall be completed on the exterior within six (6) months from start of construction and including two coats of paint or varnish on any exterior wood surface. All structures must be

All structures must be completed, and site graded, sodded or seeded, and reasonably landscaped, within one (1) year from date of commencement thereof. During the period of construction, the premises shall be kept and maintained in a sightly and orderly manner.

Section 19. DOCKS. No dock may be erected without the approval of the Architectural Control Committee.

Section 20. BOAT MOTORS. No boat shall be used on Lake Geneva powered by an engine or engines with a total horsepower rating greater than 5 H.P. Changes may be made in this paragraph only by the written consent of the Association, and by the written consent of the owners of eighty (80%) percent more of the lots in Riverwood Subdivision, such consents to be recorded in the Office of the Clinton County Register of Deeds.

Section 21. FENCES, WALLS AND HEDGES. Fences, walls, and hedges, if any, shall be of open construction not more than five (5) feet in height and shall not extend in front of the front dwelling line.

Section 22. LAKE GENEVA. In order to control the use of Lake Geneva, and thereby benefit all residents of the land surrounding the lake, the waters of Lake Geneva, and the lands normally flowed and covered by the Lake at its highest level, shall be owned by the Association, its successors and assigns. Lots which abut or border on the waters of the lake shall not include any riparian rights in and to said waters or to the lands below said waters. Lake Geneva is designated as a private lake, and as such, the right to usage and control remain with the Association.

Section 23. BUSINESS AND TRADE. No business, trade or commercial enterprise of any kind or nature whatsoever shall be constructed or carried on upon any lot or lots in said subdivision.

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE

Section 1. REVIEW BY COMMITTEE. Any reference contained in these Covenants and Restrictions to the Architectural Control Committee and the actions which are requested of it shall be submitted in writing to, considered by, and approved in writing by either the Architectural Control Committee composed of one or more representatives appointed by the Developer. In the event that the Architectural Control Committee shall have failed to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, further approval will not be required.

ARTICLE VII
GENERAL PROVISIONS

Section 1. DURATION. The covenants and restrictions of this Declaration shall run with and bind the land and shall insure to the benefit of and be enforceable by the Association of the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for the term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, no such agreement to change shall be affective unless made and recorded one (1) year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken. However, changes can be made in these covenants at any time upon the recording of an instrument signed by the then Owners of eighty (80%) percent of the lots agreeing to said changes. Provided, further, however, Section 24 of Article V of this Declaration is exempt from any time limitation, may not be amended, and is effective in perpetuity.

Section 2. NOTICES. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

Section 3. ENFORCEMENT. Enforcement of these Covenants and Restrictions shall be by any proceeding of law or in equity against any person or person violating or attempting to violate any covenant or restriction, either to restrain violating or to recover damages, against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. SEVERABILITY. Invalidation of any one kind of these covenants or restrictions by judgement or court order shall in no way effect any other provision which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Declaration to be executed the day and date first above written.

Signed in the Presence of:

Joyce E. Kennedy
Joyce E. Kennedy
Joyce S. Swann
Joyce S. Swann

Alex H. Funtukis
ALEX H. FUNTUKIS

THE FIRST NATIONAL BANK OF CLEARWATER

Date: 12-8-86

STATE OF FLORIDA) S.S.
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 8 day of December, 1986, by ALEX H. FUNTUKIS, a single man.

Fred N. White
Notary Public, Pinellas County, FL
My Commission Expires: March 18, 1988
NOTARY PUBLIC, State of Florida
My Commission Expires March 18, 1988

Drafted By:

Fred N. White
Fred White Engineering Co.
2300 North Grand River Avenue
Lansing, Michigan 48906