

DECLARATION OF RESTRICTIONS FOR ESS LAKE ESTATES NO. 1

This declaration made this 30th day of August, 1965, by the Matthias Development Company, Inc., a Michigan Corporation; and Lynn C. Palmer, and Mary Palmer (hereinafter referred to as "Declarants") witnesseth:

Whereas, Declarants are the owners of the real property hereinafter described in Article I hereof: and

Whereas, Declarants desire to subject said property to the following conditions, restrictions and charges, for the benefit of said property and its present and subsequent owners; and

Whereas, the power to enforce certain said conditions, restrictions, reservations and charges is to reside in the Ess Lake Estates Owners Association, (hereinafter referred to as the "Association"), whose members are Declarants and all future owners of record of building sites on said property:

Now, therefore, Declarants hereby declare that the property described in Article I hereof is and shall be held and conveyed upon and subject to the conditions, covenants, restrictions, reservations and charges hereinafter set forth:

ARTICLE I - Property Subject to This Declaration

1.01 The real property subject to this Declaration is Ess Lake Estates No. 1, part of Government Lots 6 and 7, Section 32 T32N R4E Montmorency Township, Montmorency County, Michigan.

ARTICLE II - Additional Property Which May Be Subjected to This Declaration

2.01 Declarants may at their option subject part or all of the balance of Government Lots 6 and 7 Section 32 T32NR4E to these restrictions with modifications, alterations, or additions thereto as may be necessary, by appropriately recording supplements hereto as "Supplementary Schedule A", "Supplementary Schedule B" et seq.

2.02 Additional properties located in Section 31 T32N R4E and Section 6 T31N R4E owned by Ess Lake Development Corporation, a Michigan corporation, may at the option of Ess Lake Development Corporation be platted as part of Ess Lake Estates and subjected to these restrictions with such modifications, alterations or additions thereto as may be necessary.

ARTICLE III - Definition of Terms

Wherever used in this Declaration, the following terms shall have the following meanings:

3.01 "Dwelling house", "garages", or other "out building" shall include both the main portion of such structures and all projections therefrom including porches, eaves, steps, or chimneys.

3.02 "Lot" means one of the numbered parcels referred to in Schedule A.

3.03 "Building Site" means either a "lot" or contiguous portions of more than one lot provided that such parcel has a minimum lake or street frontage of at least 74 feet and an area of at least 13,000 square feet. Parcels which do not include a complete lot shall require written approval from the Association before being approved as building sites.

3.04 "Set back" means the minimum distance between the dwelling house or other structure referred to and a given street or line.

ARTICLE IV - Uses of Property

4.01 No building site on said property shall be used for any purpose other than residential purposes. Commercial or agricultural activities are specifically prohibited.

4.02 No farm or wild animals shall be raised, kept or permitted on said property. Domestic pets may be kept provided they are not bred or raised for commercial purposes or in unreasonable quantities.

4.03 No noxious or offensive trade or activity shall be carried on upon said property, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighboring lot owners.

4.04 No house trailers, tents, or other substandard housing shall be erected, maintained or used for living quarters even on a temporary basis.

4.05 No house trailers, tents, commercial vehicles, or other miscellaneous equipment may be kept on said property unless stored in a suitable private garage.

4.06 No hunting or use of firearms shall be allowed on said property.

## ARTICLE V - Character and Size of Buildings

5.01 No building may be erected or maintained on any building site on said property except one (1) single-family dwelling house designed for occupation by not more than one family, together with the garages or outhouses, hereinafter permitted. Buildings shall not contain more than 3 stories including the basement level, if any, and no structure shall exceed 25 feet in height including chimneys. T.V. antennas shall not exceed 35 feet in height.

5.02 All buildings erected after August 30, 1965, shall conform to the following minimum living area requirements:

- a) All lots having frontage on Ess Lake shall have a minimum of 750 square feet of interior living floor space.
- b) All lots have frontage on Long Lake or on Ess Lake Canal shall have a minimum of 625 square feet of interior living floor space.
- c) All back lots without lake frontage shall have a minimum of 550 square feet of interior living floor space.

5.03 Interior living floor space shall consist of the floor area on the main and upper levels inside of the exterior walls exclusive of patios, basements, cellars, garages, or unheated porches.

5.04

- a) Garages, or other out buildings such as boat houses, workshops or storage sheds may be erected and maintained for the use of the owner either as part of the main building or as a separate structure provided that separate structures have a minimum of 100 and maximum of 475 square feet of floor area and do not exceed one story and 14 feet in height.
- b) Outhouses or garages shall conform generally in architectural design and exterior material and finish to the main dwelling house. Plans for all such structures must be approved by the Association prior to construction.
- c) No outhouse of any kind, or garage, shed, tent or trailer shall be erected, maintained, or used for living purposes at any time.

5.05 No building shall be occupied while in the course of original construction until it complies with the area and health requirements applicable thereto. The construction of any building or structure shall be prosecuted with reasonable diligence from the time of commencement until the exterior (including painting or finishing) and plumbing have been completed. Such construction to be completed within 15 months at the most.

5.06 Every building, fence, wall or other structure placed on any part of said property shall be constructed from new materials, unless use of other materials is approved by the "Association".

5.07 All fuel oil or bottle gas tanks shall be submerged, enclosed in a suitable cabinet or screened from view by an appropriate wall or fence.

## ARTICLE VI - Approval of Plans

6.01 No building, fence, wall or other structure shall be erected, constructed, altered or maintained upon said property unless a complete set of plans and specifications including the exterior color scheme and materials together with a plan indicating the exact location on the building site of the building, water well, septic tank and tile field, shall have been submitted to and approved in writing by the Association. A copy of such plans as finally approved shall be kept by the Association for its records. The Association may withhold approval of said plans not only for noncompliance with any specific conditions in this Declaration of Restrictions, but also by reason of the reasonable dissatisfaction of the Association with the style, color scheme, materials, finish, architecture, location or appropriateness of the proposed structure or alteration. The Association shall judge the proposed structure in relation to the general plan for improvement of said property and in relation to the structures in the immediate vicinity of the proposed structure.

6.02 The style and architecture of proposed structures shall be in keeping with the vacation or recreational character of the development. Either traditional (log,  $\frac{1}{2}$  log, paneled) or modern (A-Frame, Swiss Chalet, etc.) styles will be acceptable, subject to approval of specific plans, color schemes, etc. The Association shall maintain a file of suitable styles and plans.

6.03 An agent or officer of the Association may from time to time at a reasonable hour enter and inspect any property subject to the jurisdiction of the Association as to its improvement or maintenance with the provisions hereof; and the agent or officers and/or Association shall not thereby be deemed guilty of any manner of trespass for such entry or inspection.

6.04 Upon the satisfactory completion and inspection of any improvements, the Association shall issue the property owner a certificate of completion.

6.05 In the event of any unauthorized improvements that violate the provisions of this Declaration of Restrictions, or in the event of noncompletion of proposed improvements, the Association may execute and record in the office of the County Recorder of Montmorency County, Michigan, notice of such noncompliance and/or noncompletion. The Association may also institute legal proceedings to enforce completion and/or compliance.

#### ARTICLE VII - Health and Sanitation Standards

7.01

a) Said property shall be subject to the Sanitation Regulations for District No. 4 Health Department.

b) Septic tanks are required and shall be of concrete or masonry construction with a minimum capacity of 750 gallons.

c) Each tank shall be serviced by a tile field of not less than 200 feet of 4 inch tile, as specified in the health regulations.

d) No tile field or tank shall be located within 10 feet of any lot line or within 50 feet of the high water line of either Ess Lake, Long Lake or the canal which joins Ess Lake. Tile fields should be laid away from these waters where ever the grade permits.

e) No well shall be located within 75 feet of a septic tank or tile field or vice versa.

7.02 All garbage shall be kept in covered metal containers, and screened from public view. Such garbage shall be taken to the township dump periodically. Garbage shall not be burned out of doors, and shall not be buried on said property. Under no circumstances will open garbage pits be permitted.

#### ARTICLE VIII - Setback and Location of Buildings

8.01 Dwelling houses, garages, or other structures shall have the following setback requirements:

a) No such structure shall be located within 75 feet of the high water line of Ess Lake or Long Lake, except lots 38 to 51 on Ess Lake which shall be a minimum of 60 feet back.

b) No structure shall be located within 7 feet of the side line of the building site.

c) No structure shall be located within 30 feet from the right of way of any public road or within 30 feet of the center of any private road.

#### ARTICLE IX - Trees

9.01 No normal, reasonably, healthy pine, oak, maple, or birch tree of greater than 6 inches in diameter may be removed, damaged, or otherwise destroyed from said property unless it is within 8 feet of an approved structure or unless written permission is obtained from the Association.

#### ARTICLE X - Docks and Mooring of Boats

10.01 All lake front lots extend to the waters edge. Control of waters adjoining said property with respect to stationary docks, floating docks, and the mooring of boats shall reside in the Association.

10.02 To preserve the natural appearance of Ess Lake and Long Lake, no stationary dock shall extend more than 30 feet from the waters edge into the lake. Docks shall be no more than 12 feet wide and their decks shall not be more than 12 inches above the normal water level. No structure shall be built above the deck of the dock without the written permission of the Association. Larger docks may be built on Outlot C on Long Lake by the Declarants or the Association.

10.03 The Association shall reserve the right to build, maintain, and place a limited number of floating docks (swimming rafts) in front of outlots for the use of lake

front and back lot owners. No property owner may build, place or maintain such a dock unless granted written approval from the Association.

10.04 No boat shall be moored other than at an acceptable stationary dock without the written permission of the Association.

#### ARTICLE XI - Outlots

11.01 Certain outlots shall be dedicated to the Association by the Declarants, for the use of the lot owners. The Association shall maintain, pay taxes on, and regulate the use of these lots. All lot owners shall have swimming and boating privileges on Long Lake at Outlot C. Non Ess Lake lake-front owners shall have swimming privileges on Ess Lake at Outlot B. No boats shall be moored or launched from Outlot B. These outlots shall not be open to the general public, and guests of property owners must be accompanied by the property owners.

#### ARTICLE XII - The Association, Membership, Dues and Duties

12.01 The purchaser of each building site in Ess Lake Estates automatically becomes a member of the Ess Lake Owners Association, Inc. with one vote per lot or building site in the affairs of the Association. The purposes of the Association are detailed in the Articles of Incorporation of the Association, and the methods of operation in the By-Laws of the Association.

12.02 The Directors of the Association may levy dues in an amount not to exceed \$20.00 per year per lot or per building site on portions of said property as they are sold by Declarants. Declarants shall retain the right to vote unsold lots, but shall pay dues only on improved sites.

12.03 Purchase of portions of said property by the acceptance of deeds or by the signing of purchase agreements or land contracts, whether from Declarants or subsequent owners, shall, become personally liable to pay such dues including penalties for late payment and legal fees required to enforce payment. Such obligations shall run with the land so the successor purchasers in turn become liable for the payment of such charges or assessments and penalties which shall have become a lien thereon during their ownership thereof.

12.04 Dues shall be due October 1 of each year for the year commencing October 1. Such dues shall be delinquent and subject to a penalty of \$25.00 on June 30th of the following calendar year. Such delinquent dues and penalties shall become a lien on the property from the date of notice of delinquency and may be recorded against the title as such. The property owner shall pay all costs of recording and in the case of foreclosure, all other fees and expenses including reasonable attorney's fees.

12.05 All dues and penalties collected by the Association shall be used for the following:

- a) Expenses if any incident to enforcement of restrictions, conditions, covenants, charges or agreements in this Declaration; and collection of dues provided for in this Article.
- b) Taxes and assessments on outlots turned over to the Association.
- c) Constructing, maintaining, cleaning of docks, rafts, picnic tables, signs, and other improvements for the use of the property owners on or adjoining the outlots.

12.06 The Association shall not have any control over the sale or purchase of individual lots or building sites and, therefore, over its membership and shall not be used as a vehicle to discriminate on the basis of race, color, or creed against its members or prospective property purchasers.

#### ARTICLE XIII - Construction of Conditions and Restrictions

13.01 In constructing this Declaration, or any part thereof, stipulations which are necessary to make this Declaration of Restrictions, or any of its terms or provisions, reasonable are implied.

13.02 The determination by any court that any of the provisions of this Declaration are unlawful or void shall not affect the validity of any of the other provisions hereof.

13.03 Damages are declared not to be adequate compensation for any breach of the

provisions of this Declaration, Declarant contemplating the enforcement of such restrictions as part of the general plan of improvement, and not damages for the breach of such restrictions.

13.04 Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarants or their agents of structures or signs for the conduct of their business in connection with said property.

#### ARTICLE XIV - Duration, Modification or Annulment of Conditions, Restrictions and Charges

14.01 These conditions, restrictions and charges shall run with the land for the benefit of the owners thereof as a part of a general plan of development, improvement and maintenance for a period of twenty years, from August 30, 1965, until August 30, 1985, at which time they shall be renewed automatically for successive periods of twenty (20) years, unless within six months prior to the date of any renewal a written agreement altering, modifying, or cancelling said conditions, restrictions and charges in whole or in part is executed by more than one half the land owners then of record.

14.02 Said conditions, restrictions, and charges may be changed, modified or annulled in whole or in part by a written agreement signed by more than seventy-five per cent (75%) of the lot owners of record at the time of the agreement.

14.03 Exceptions to specific conditions, restrictions, and charges may be made by unanimous vote of the directors of the Association where such conditions might work an undue hardship upon a specific property owner and where such an exception would not be detrimental to the overall general plan of development.

#### ARTICLE XV - Violation of Conditions and Restrictions and Enforcement

15.01 Violation of any of the conditions or restrictions herein contained shall give to Declarant and/or the Association the right to enter upon the property upon which such violation exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and Declarant and/or the Association shall not thereby be deemed guilty of any manner or trespass for such entry, abatement or removal.

15.02 The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Declarant, the Association, or the owner or owners of any portion of said property, or their and each of their legal representatives, heirs, successors and assigns; and failure by Declarant, or by the Association, or by any other property owner, or their legal representatives, heirs, successors or assigns, to enforce any of such conditions, restrictions or charges herein contained shall in no event be deemed a waiver of the right to do so hereafter.

IN WITNESS WHEREOF, MATTHIAS DEVELOPMENT COMPANY, INC. has caused its corporate name to be hereunto subscribed by its officers thereunto duly authorized.

Matthias Development Company, Inc.

By: Jack E. Matthias, President

AMENDMENTS  
TO  
DECLARATION OF RESTRICTIONS  
FOR ESS LAKE ESTATES NO. 1

Delete - Article IV, Uses of Property; 4.02

Add - Article IV, Uses of Property; 4.02 to read:

4.02 - No farm or wild animals shall be raised, kept, or permitted on said property. Domestic pets may be kept provided they are not bred or raised for commercial purposes or in unreasonable quantities--not to exceed three dogs.

Delete - Article V, Characteristic and Size of Buildings; 5.01

Add - Article V, Characteristic and Size of Buildings; 5.01 to read:

5.01 - No building may be erected or maintained on any building site on said property except one (1) single family dwelling house designed for occupation by not more than one family, together with the garages or outbuildings hereinafter permitted. Buildings shall not contain more than 3 stories including the basement level, if any, and no structure shall exceed 32 feet in height including chimneys. T.V. antennas shall not exceed 45 feet in height from the ground.

Delete - Article V, Characteristic and Size of Buildings; 5.02

Add - Article V, Characteristic and Size of Buildings; 5.02 to read:

5.02 - All buildings erected after August 30, 1985, shall conform to the following minimum living area requirements:

All dwellings shall have a minimum of 750 sq. ft. of interior living floor space.

Delete - Article V, Characteristic and Size of Buildings; 5.04

Add - Article V, Characteristic and Size of Buildings; 5.04 to read:

5.04 -

a) Garages or other outbuildings, such as boathouses, workshops, or storage sheds may be erected and maintained for the use of the owner, either as part of the main building, or as a separate structure, provided that separate structures have a minimum of 100 and a maximum of 672 square feet of floor area and do not exceed one story and fourteen feet in height.

RECORDED  
Aug 30, 1985 P.M.

AUG 30 8 AM



MONTMORENCY COUNTY  
REGISTER OF DEEDS

AMENDMENTS  
TO  
DECLARATION OF RESTRICTIONS  
FOR ESS LAKE ESTATES NO. 1

(Continued)

Add - Article V, Characteristic and Size of Buildings; 5.04 to read: (Continued)

5.04

- b) Outbuildings or garages shall conform generally in architectural design and exterior material and finish to the main dwelling house. Plans for all such structures must be approved by the Association prior to construction.
- c) No outhouse of any kind shall be erected. No garage, shed, tent, camper, motor home, or trailer shall be used for living purposes at any time.

Delete - Article VI, Approval of Plans; 6.03

Add - Article VI, Approval of Plans; 6.03 to read:

6.03 - While under construction, an agent or officer of the Association may, from time to time, at a reasonable hour, enter and inspect any property subject to the jurisdiction of the Association, as to its improvements or maintenance with the provisions hereof. The agent or officers and/or Association shall not thereby be deemed guilty of any manner of trespass for such entry or inspection.

Delete VI, Approval of Plans; 6.04

Add - VI, Approval of Plans; 6.04 to read:

6.04 - A stamp of approval is required from the Association before obtaining a building permit from the county.

Delete - Article VII, Health and Sanitation Standards; 7.01  
b), c), d), and e)

Add - Article VIII, Setback and Location of Buildings; 8.01 to read:

8.01

- d) All structures must conform with township restrictions

Delete - Article X, Docks and Moorings of Boats; 10.02

Add - Article X, Docks and Moorings of Boats; 10.02 to read:

10.02 - To preserve the natural appearance of Ess Lake and Long Lake, no stationary dock shall extend more than 40 feet from the water's edge into the lake. Docks shall be no more than 12 feet wide and their decks shall not be more than 12 inches above the normal water level. No structure shall be built above the deck of the dock without the written permission of the Association. Larger docks may be built on outlot C on Long Lake by the Declarants of the Association.

AMENDMENTS  
TO  
DECLARATION OF RESTRICTIONS  
FOR ESS LAKE ESTATES NO. 1

(Continued)

Delete - Article XII, The Association, Membership Dues and Duties; 12.04

Add- Article XII, The Association, Membership Dues and Duties; 12.04 to read:

12.04 - Dues shall be due Jan. 1 of each year for the year commencing Jan. 1. Such dues shall be delinquent and subject to penalty of \$25.00 per lot or building site on June 30th of the same calendar year. Such delinquent dues and penalties shall become a lien on the property from the date of notice of delinquency and may be recorded against the title as such. The property owner shall pay all costs of recording and, in the case of foreclosure, all other fees and expenses including reasonable attorney's fees.

BOARD OF DIRECTORS:

PRESIDENT: Richard D. Brown  
VICE PRESIDENT: Donald L. Brown  
SECRETARY/TREASURER: Lillian Cantara  
MEMBER: Carol Fleming  
MEMBER: Helen Martin  
MEMBER: Bertine Price  
MEMBER: Mark E. Pollard

STATE OF MICHIGAN )  
County of Montmorency ) ss

On this 30th day of August, 1985, before me, a Notary Public, personally appeared the above-persons to me known to be the same persons described in and who executed the foregoing instrument and then acknowledged the same to be their own free act and deed.

Gregory Bartko  
Gregory Bartko - Notary Public  
Alpena County, Michigan - Acting in  
Montmorency County, Michigan  
My Commission Expires: 4/6/87



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DECLARATION OF RESTRICTIONS FOR ESS LAKE ESTATES NO'S 2, 3, 4, & 5

This declaration made this 30th day of June, 1967, by the Matthias Development Company, Inc., a Michigan Corporation; and Ess Lake Development Corporation (hereinafter referred to as "Declarants",) witnesseth:

Whereas, Declarants are the owners of the real property hereinafter described in Article I hereof; and

Whereas, Declarants desire to subject said property to the following conditions, restrictions and charges, for the benefit of said property and its present and subsequent owners; and

Whereas, the power to enforce certain said conditions restrictions, reservations and charges is to reside in the Ess Lake Estates Owners Association, (hereinafter referred to as the "Association"), whose members are Declarants and all future owners of record of building sites on said property:

Now, therefore, Declarants hereby declare that the property described in Article I hereof is and shall be held and conveyed upon and subject to the conditions, covenants, restrictions, reservations and charges hereinafter set forth:

**ARTICLE I - Property Subject to This Declaration**

The real property subject to this Declaration is:

- Ess Lake Estates No. 2 - Part of Gov't Lots 6 & 7 Section 32, T32N, R4E, Montmorency Township, Montmorency County, Michigan, 1966.
- Ess Lake Estates No. 3 - Part of Gov't Lots 6 & 7 Section 32, T32N, R4E, Montmorency Township, Montmorency County, Michigan, 1966.
- Ess Lake Estates No. 4 - Part of S.W.  $\frac{1}{4}$  of S.E.  $\frac{1}{4}$ , Gov't Lot 1, Section 32, T32N, R4E, Montmorency Township, Montmorency County, Michigan.
- Ess Lake Estates No. 5 (proposed) - Part of the fractional N.E.  $\frac{1}{4}$  of Section 6, T31N, R4E, Hillman, Township, Montmorency County, Michigan.

**ARTICLE II - Definition of Terms**

Wherever used in this Declaration, the following terms shall have the following meanings:

2.01 "Dwelling house", "garages", or other "out buildings" shall include both the main portion of such structures and all projections therefrom including porches, eaves, steps, or chimneys.

2.02 "Lot" means one of the numbered parcels referred to in Schedule A.

2.03 "Building Site" means either a "lot" or contiguous portions of more than one lot provided that such parcel has a minimum lake or street frontage of at least 74 feet and an area of at least 13,000 square feet. Parcels which do not include a complete lot shall require written approval from the Association before being approved as building sites.

2.04 "Set back" means the minimum distance between the dwelling house or other structure referred to and a given street or line.



**ARTICLE III - Uses of Property**

3.01 No building site on said property shall be used for any purpose other than residential purposes. Commercial or agricultural activities are specifically prohibited.

13 3.02 No farm or wild animals shall be raised, kept, or permitted on said property. Domestic pets may be kept provided they are not bred or raised for commercial purposes or in unreasonable quantities--not to exceed three dogs.

3.03 No noxious or offensive trade or activity shall be carried on upon said property, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighboring lot owners.

3.04 No house trailers, tents, or other substandard housing shall be erected, maintained or used for living quarters after Dec. 31, 1969. Prior to Dec. 31, 1969, purchasers may use temporary housing (tents, trailers, campers, etc.) for up to eight weeks per year provided that all such temporary housing shall be removed from said lots during the balance of the year.

3.05 After Dec. 31, 1969, no house trailers, tents, commercial vehicles, or other miscellaneous equipment may be kept on said property unless stored in a suitable private garage.

3.06 Use of fire arms or bows and arrows for hunting or other purposes is prohibited within the subdivision.

#### \* ARTICLE IV - Character and Size of Buildings

11 4.01 No building may be erected or maintained on any building site on said property except one single family dwelling house designed for occupation by not more than one family, together with the garages or outbuildings hereinafter permitted. Buildings shall not contain more than three stories including the basement level, if any, and no structure shall exceed 32 feet in height, including chimneys. T.V. antennas shall not exceed 45 feet in height from the ground.

15 4.02 All buildings erected after August 30, 1985, shall conform to the following minimum living requirements: All dwellings shall have a minimum of 750 square feet of interior living floor space.

4.03 Interior living floor space shall consist of the floor area on the main and upper levels inside of the exterior walls exclusive of patios, basements, cellars, garages, or unheated porches.

14 4.04

a) Garages or other outbuildings, such as boat houses, workshops, or storage sheds may be erected and maintained for the use of the owner, either as part of the main building or as a separate structure, provided that separate structures have a minimum of 100 and maximum of 672 square feet of floor area and do not exceed one story and 14 feet in height..

11 b) Outbuildings or garages shall conform generally in architectural design and exterior material and finish to the main dwelling house. Plans for all such structures must be approved by the Association prior to the construction.

13 c) No outhouse of any kind shall be erected. No garage, shed, tent, camper, motor-home, or trailer shall be used for living purposes at any time.

4.05 No building shall be occupied while in the course of original construction until it complies with the area and health requirements applicable thereto. The construction of any building or structure shall be prosecuted with reasonable diligence from the time of commencement until the exterior (including painting or finishing) and plumbing have been completed. Such construction to be completed within 15 months at the most.

4.06 Every building, fence, wall or other structure placed on any part of said property shall be constructed from new materials, unless use of other materials is approved by the "Association".

4.07 All fuel oil or bottle gas tanks shall be submerged, enclosed in a suitable cabinet or screened from view by an appropriate wall or fence.

#### \* ARTICLE V - Approval of Plans

5.01 No building, fence, wall or other structure shall be erected, constructed, altered or maintained upon said property unless a complete set of plans and specifications, including the exterior color scheme and materials together with a plan indicating the exact location on the building site of the building, water well, septic tank and tile field, shall have been submitted to and approved in writing by the Association. A copy of such plans as finally approved shall be kept by the Association for its records. The Association may withhold approval of said plans not only for noncompliance with any specific conditions in the Declaration of Restrictions, but also by reason of the reasonable dissatisfaction of the Association with the style, color scheme, materials, finish, architecture, location or appropriateness of the proposed structure or alteration. The Association shall judge the proposed structure in relation to the general plan for improvement of said property and in relation to the structures in the immediate vicinity of the proposed structure.

5.02 The style and architecture of proposed structures shall be in keeping with the vacation or recreational character of the development. Either traditional (log,

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log, paneled) or modern (A-Frame, Swiss Chalet, etc.) styles will be acceptable subject to approval of specific plans, color schemes, etc. The Association shall maintain a file of suitable styles and plans.

§ 5.03 While under construction, an agent or officer of the Association may, from time to time, at a reasonable hour, enter and inspect any property subject to the jurisdiction of the Association as to its improvement or maintenance with the provisions hereof. The agent or officers and/or Association shall not thereby be deemed guilty of any manner of trespass for such entry of inspection.

§ 5.04 A stamp of approval is required from the Association before obtaining a building permit from the county.

5.05 In the event of any unauthorized improvements that violate the provisions of this Declaration of Restrictions, or in the event of noncompletion of proposed improvements, the Association may execute the record in the office of the County Recorder of Montmorency County, Michigan, notice of such noncompliance and/or noncompletion. The Association may also institute legal proceedings to enforce completion and/or compliance.

#### ARTICLE VI - Health and Sanitation Standards

6.01

a) Said property shall be subject to the Sanitation Regulations for District No. 4 Health Department

6.02 All garbage shall be kept in covered metal containers, and screened from public view. Such garbage shall be taken to the township dump periodically. Garbage shall not be burned out of doors, and shall not be buried on said property. Under no circumstances will open garbage pits be permitted.

#### \* ARTICLE VII - Setback and Location of Buildings

7.01 Dwelling houses, garages, or other structures shall have the following setback requirements:

a) No such structure shall be located within 75 feet of the high water line of Ess Lake, Long Lake, or Ess Lake Channel except lots 114 & 115 which shall have a 25 foot setback from Ess Lake Channel

b) No structure shall be located within 7 feet of the side line of the building site.

c) No structure shall be located within 30 feet from the right of way of any public road or within 30 feet of the center of any private road.

§ d) All structures must conform with township restrictions

#### ARTICLE VIII - Trees

8.01 No normal, reasonably healthy pine, oak, maple, or birch tree of greater than 6 inches in diameter may be removed, damaged, or otherwise destroyed from said property unless it is within 8 feet of an approved structure, driveway, or septic system, or unless written permission is obtained from the Association.

#### \* ARTICLE IX - Docks and Mooring of Boats

9.01 All lake front lots extend to the water's edge. Control of waters adjoining said property with respect to stationary docks, floating docks and the mooring of boats shall reside in the Association.

§ 9.02 To preserve the natural appearance of Ess Lake & Long Lake no stationary dock shall extend more than 40 feet from the water's edge into the lake. Docks shall be no more than 12 feet wide and their decks shall not be more than 12 inches above the normal water level. No structure shall be built above the deck of the dock without the written permission of the Association. Larger docks may be built on Outlet C on Long Lake by the Declarants or the Association.

9.03 The Association shall reserve the right to build, maintain, and place a limited number of floating docks (swimming rafts) in front of outlots for the use of lake front and back lot owners. No property owner may build, place, or maintain such a dock unless granted written permission of the Association.

9.04 No boat shall be moored other than at an acceptable stationary dock without the written permission of the Association.

#### ARTICLE X - Outlots

10.01 Certain outlots shall be dedicated to the Association by the Declarants, for the use of the lot owners. The Association shall maintain, pay taxes on, and regulate the use of these lots. All lot owners shall have swimming and boating privileges on Long Lake at Outlot C. Non Ess Lake lake-front owners shall have swimming privileges on Ess Lake at Outlot B, G, H, and I. No boats shall be moored or launched from Outlot B. Canoes, sailfish type sailboats, or light boats which can be carried in from the closest road may be launched by hand from outlots G, H, and I by non Ess Lake front lot owners, provided that such craft are not moored on the lake or at said outlots, but are removed after each usage. These outlots shall not be open to the general public, and guests of property owners must be accompanied by the property owners.

#### (A) \* ARTICLE XI - The Association, Membership, Dues and Duties

11.01 The purchaser of each building site in Ess Lake Estates automatically becomes a member of the Ess Lake Owners Association, Inc. with one vote per lot or building site in the affairs of the Association. The purposes of the Association are detailed in the articles of incorporation of the Association, and the methods of operation in the By-laws of the Association.

(A) 11.02 The directors of the Association may levy dues in an amount not to exceed \$20.00 per year per lot or per building site on portions of said property as they are sold by Declarants. Declarants shall retain the right to vote unsold lots, but shall pay dues only on improved sites.

11.03 Purchase of portions of said property by the acceptance of deeds or by the signing of purchase agreements or land contracts, whether from Declarants or subsequent owners, shall become personally liable to pay such dues including penalties for late payment and legal fees required to enforce payment. Such obligations shall run with the land so the successor purchasers in turn become liable for the payment of such charges or assessments and penalties which shall have become a lien thereon during their ownership thereof.

11.04 Dues shall be due January 1 of each year to the year commencing January 1. Such dues shall be delinquent and subject to a penalty of twenty-five dollars (\$25.00) per lot or building site on June 30 of the same calendar year. Such delinquent dues and penalties shall become a lien on the property from the date of notice of delinquency and may be recorded against the title as such. The property owner shall pay all costs of recording and, in the case of foreclosure, all other fees and expenses including reasonable attorney's fees.

11.05 All dues and penalties collected by the Association shall be used for the following:

a) Expenses if any incident to enforcement of restrictions, conditions, covenants, charges or agreements in this Declaration; and collection of dues provided for in this Article.

b) Taxes and assessments on outlots turned over to the Association.

c) Constructing, maintaining, cleaning docks, rafts, picnic tables, signs, and other improvements for the use of the property owners on or adjoining the outlots.

11.06 The Association shall not have any control over the sale or purchase of individual lots or building sites and therefore, over its membership and shall not be used as a vehicle to discriminate on the basis of race, color, or creed against its members or prospective property purchasers.

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ARTICLE XII - Construction of Conditions and Restrictions

12.01 In constructing this Declaration, or any part thereof, stipulations which are necessary to make this Declaration of Restrictions, or any of its terms or provisions, reasonable are implied.

12.02 The determination by any court that any of the provisions of this Declaration are unlawful or void shall not affect the validity of any of the other provisions hereof.

12.03 Damages are declared not to be adequate compensation for any breach of the provisions of this Declaration, Declarant contemplating the enforcement of such restrictions as part of the general plan of improvement, and not damages for the breach of such restrictions.

12.04 Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarants or their agents of structures or signs for the conduct of their business in connection with said property.

ARTICLE XIII - Duration, Modification or Annulment of Conditions, Restrictions & Charges

13.01 These conditions, restrictions, and charges shall run with the land for the benefit of the owners thereof as a part of a general plan of development, improvement and maintenance until August 30, 1985, at which time they shall be renewed automatically for successive periods of twenty (20) years, unless within six months prior to the date of renewal a written agreement altering, modifying or cancelling said conditions, restrictions, and charges in whole or in part is executed by more than one half the land owners then of records.

13.02 Said conditions, restrictions, and charges may be changed, modified, or annulled in whole or in part by a written agreement signed by more than seventy-five per cent (75%) of the lot owners of record at the time of the agreement.

13.03 Exceptions to specific conditions, restrictions, and charges may be made by unanimous vote of the directors of the Association where such conditions might work an undue hardship upon a specific property owner and where such an exception would not be detrimental to the overall general plan of development.

ARTICLE XIV - Violation of Conditions and Restrictions and Enforcement

14.01 Violation of any of the conditions or restrictions herein contained shall give to Declarant and/or the Association the right to enter upon the property upon which such violation exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and Declarant and/or the Association shall not thereby be deemed guilty of any manner or trespass for such entry, abatement or removal.

14.02 The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Declarant, the Association, or the owner or owners of any portion of said property, or their and each of their legal representatives, heirs, successors and assigns; and failure by Declarant, or by the Association, or by any other property owner, or their legal representatives, heirs, successors or assigns, to enforce any of such conditions, restrictions or charges herein contained shall in no event be deemed a waiver of the right to do so hereafter.

IN WITNESS WHEREOF, MATTHIAS DEVELOPMENT COMPANY, INC. AND ESS LAKE DEVELOPMENT CORPORATION, have caused their corporate names to be hereunto subscribed by its officers thereunto duly authorized.

WITNESSES:

Matthias Development Company, Inc.

BY: Jack E. Matthias, President  
Ess Lake Development Corporation

BY: Jack E. Matthias, President

In the STATE OF MICHIGAN, COUNTY OF MONTMORENCY ss.

On this 12th day of December, A.D. 1967, before me personally appeared JACK E. MATTHIAS to me personally known, who being by me sworn, did say that he is the President of Matthias Development Company, Inc. & Ess Lake Development Corporation the corporations named in and which executed the within instrument, and that the seals affixed to said instrument are the corporate seals of said corporations, and that said instrument was signed and sealed in behalf of said corporations by authority of their boards of directors; and said JACK E. MATTHIAS acknowledged said instrument to be the free act and deed of said corporations.

My commission expires \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Notary Public Montmorency County,  
Michigan

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ADDITION TO THE RESTRICTIONS COVERING THE PLAT OF  
ESS LAKE ESTATES NO. 5  
PART OF THE EAST 1/2 OF SECTION 6, T. 31N., R. 4E.,  
HILLMAN TOWNSHIP, MONTMORENCY COUNTY, MICHIGAN

The following additions are made to "The Declaration of Restrictions for Ess Lake Estates No.'s 2, 3, 4, and 5," previously recorded in Liber 120, Pages 85, 86, 87, 88, and 89 of Montmorency County Records, with respect to the Plat of Ess Lake Estates No. 5. Said restrictions and this addition shall become effective with respect to the plat of Ess Lake Estates No. 5, upon recording of the plat and this addition to the restrictions with the Montmorency County Register of Deeds.

**ARTICLE I Property Subject to this Declaration**

The description of the plat of Ess Lake Estates No. 5 has been enlarged from the description originally proposed and included in the original "Declaration of Restrictions for Ess Lake Estates No.'s 2, 3, 4, and 5", and said description of the plat shall be changed to read:

Ess Lake Estates No. 5 - Part of the East 1/2 of Section 6, T. 31N., R. 4E., Hillman Township, Montmorency County, Michigan

**ARTICLE IV Character and Size of Buildings**

The following restrictive deed covenants (restrictions) are added to "ARTICLE IV Character and Size of Buildings" as it applies to the Plat of Ess Lake Estates No. 5 ONLY, as prescribed by the Subdivision Control Act of 1967. These restrictions shall remain in effect permanently and are not subject to the provisions of "ARTICLE XIII Duration, Modification or Annulment of Conditions, Restrictions and Charges", which specifies procedures by which all other restrictions may be renewed, altered, modified, cancelled, or changed.

- 4.08 All buildings in the Plat of Ess Lake Estates No. 5 constructed or used for residential purposes within or adjacent to the flood plain area as set at an elevation of 817.8 by the Water Resources Commission of the Department of Natural Resources, and as shown on the plat, shall meet the following prescribed minimum standards:
- a) Have lower floors, excluding basements, a minimum elevation of 818.8 feet or one foot higher than the 817.8 elevation of the contour defining the flood plain limits.
  - b) Have openings into the basement not lower than 817.8 feet, the elevation of the contour defining the flood plain limits.
  - c) Have basement walls and floors that are below 817.8 feet, the elevation of the contour defining the flood plain limits, watertight and reinforced to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the flood plain limits.
  - d) Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building.
  - e) Be properly anchored to prevent flotation.
- 4.09 The finish grade around all buildings, septic tanks, and tile fields, shall be four feet above the high ground water level, or at least 821.8 feet in elevation as required by the current District Health Department No. 4 Sanitary Code if such buildings are used for residential purposes and constructed in the plat of Ess Lake Estates No. 5.

Recorded July 18, 1966

Liber 115, Page 49

AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR ESS LAKE ESTATES NO. 1

The following provisions are a temporary amendment to #4.04, 4.05 and 5.04c of the Declaration of Restrictions for Ess Lake Estates No. 1 as recorded in Liber 112 Pages 558-563 inclusive, Montmorency County Records, and shall remain in effect until December 31, 1968, at which time the original provisions shall again take effect.

AMENDMENT

I. Purchasers of lots may use temporary housing (tents, trailers, campers, etc.) for up to eight weeks per year through the end of the year 1968 subject to the following restrictions:

1. That all temporary housing shall be removed from said lots during the balance of the year (44 weeks).
2. That no temporary sanitary facilities shall be built or maintained on said lots.

The purpose of this amendment is to allow purchasers on land contract to use their lots while building up an equity which will assist in obtaining a mortgage to construct a home or cottage meeting the restrictions of the "Declarants". The amendment is also designed to enable purchasers who wish to construct part or all of their homes or cottages to use temporary housing while engaged in construction activities. The Declarants shall provide temporary sanitary facilities and water for the use of lot owners using temporary housing on property immediately adjoining the subdivision of Ess Lake Estates No. 1.

The undersigned constitute 75% or more of the lot owners at Ess Lake Estates No. 1 as of this date, June 30, 1966 as required to amend the Declaration of Restrictions for Ess Lake Estates No 1.

Witness: Nancy J. Matthias  
Nancy J. Matthias

Lynn C. Palmer  
Lynn C. Palmer

Mary M. Palmer  
Mary M. Palmer

Jack E. Matthias  
Jack E. Matthias--President,  
Matthias Development Co., Inc.

Nester Burns  
Nester Burns

STATE OF MICHIGAN ) SS  
County of Montmorency)

On this 15 day of July, 1966, before me, a Notary Public in and for said county, personally appeared the above persons to me known to be the same person described in and who executed the foregoing instrument and then acknowledged the same to be his free act and deed.

Jesse J. Pettijohn  
Notary Public, Montmorency  
County, Michigan  
My Commission Expires 7-8-67

Recorded July 18, 1966 in Liber 115, Page 49



AMENDMENTS  
TO  
DECLARATION OF RESTRICTIONS  
ESS LAKE ESTATES NO.'S 2, 3, 4, & 5

Delete - Article III, Uses of Property; 3.02

h Add - Article III, Uses of Property; 3.02 to read:

3.02 - No farm or wild animals shall be raised, kept, or permitted on said property. Domestic pets may be kept provided they are not bred or raised for commercial purposes or in unreasonable quantities--not to exceed three dogs.

Delete - Article IV, Character and Size of Buildings; 4.01

h Add - Article IV, Character and Size of Buildings; 4.01 to read:

4.01 - No building may be erected or maintained on any building site on said property except one single family dwelling house designed for occupation by not more than one family, together with the garages or outbuildings hereinafter permitted. Buildings shall not contain more than three stories including the basement level, if any, and no structure shall exceed 32 feet in height, including chimneys. T.V. antennas shall not exceed 45 feet in height from the ground.

Delete - Article IV, Character and Size of Buildings; 4.02

h Add - Article IV, Character and Size of Buildings; 4.02 to read:

4.02 - All buildings erected after August 30, 1985, shall conform to the following minimum living requirements: All dwellings shall have a minimum of 750 square feet of interior living floor space.

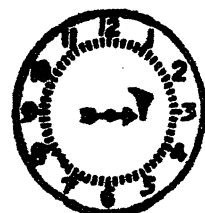
Delete - Article IV, Character and Size of Buildings; 4.04

h Add - Article IV, Character and Size of Buildings; 4.04 to read:

4.04

h a) Garages or other outbuildings, such as boat houses, workshops, or storage sheds may be erected and maintained for the use of the owner, either as part of the main building or as a separate structure, provided that separate structures have a minimum of 100 and maximum of 672 square feet of floor area and do not exceed one story and 14 feet in height.

AUG 30 1985 PM



Aug 30, 1985 P

MONTMORENCY COUNTY  
REGISTER OF DEEDS

AMENDMENTS  
TO  
DECLARATION OF RESTRICTIONS  
ESS LAKE ESTATES NO.'S 2, 3, 4, & 5

(Continued)

Add - Article IV, Character and Size of Buildings; 4.04 to read: (Continued)

- ~~4~~ 4.04  
b) Outbuildings or garages shall conform generally in architectural design and exterior material and finish to the main dwelling house. Plans for all such structures must be approved by the Association prior to the construction.  
c) No outhouse of any kind shall be erected. No garage, shed, tent, camper, motorhome, or trailer shall be used for living purposes at any time.

Delete - Article V, Approval of Plans; 5.03

Add - Article V, Approval of Plans; 5.03 to read:

- ~~5~~ 5.03 - While under construction, an agent or officer of the Association may, from time to time, at a reasonable hour, enter and inspect any property subject to the jurisdiction of the Association as to its improvement or maintenance with the provisions hereof. The agent or officers and/or Association shall not thereby be deemed guilty of any manner of trespass for such entry of inspection.

Delete - Article V, Approval of Plans; 5.04

Add - Article V, Approval of Plans; 5.04 to read:

- ~~5~~ 5.04 - A stamp of approval is required from the Association before obtaining a building permit from the county.

Delete - Article VI, Health and Sanitation Standards; 6.01  
b), c), d), and e)

Add - Article VII, Setback and Location of Buildings; 7.01 to read:

- ~~7~~ 7.01  
~~d~~ d) All structures must conform with township restrictions

Delete - Article IX, Docks and Mooring of Boats; 9.02

Add - Article IX, Docks and Mooring of Boats; 9.02 to read:

- ~~9~~ 9.02 - To preserve the natural appearance of Ess Lake & Long Lake no stationary dock shall extend more than 40 feet from the water's edge into the lake. Docks shall be no more than 12 feet wide and their decks shall not be more than 12 inches above the normal water level. No structure shall be built above the deck of the dock without the

AMENDMENTS  
TO  
DECLARATION OF RESTRICTIONS  
ESS LAKE ESTATES NO.'S 2, 3, 4, & 5

(Continued)

9.02 (Continued)  
written permission of the Association. Larger docks may  
be built on Outlet C on Long Lake by the Declarants or  
the Association.

Delete - Article XI, Association, Membership, Dues and Duties; 11.04

Add - Article XI, Association, Membership, Dues and Duties; 11.04 to read:

11.04 - Dues shall be due January 1 of each year to  
the year commencing January 1. Such dues shall be  
delinquent and subject to a penalty of twenty-five  
dollars (\$25.00) per lot or building site on June  
30 of the same calendar year. Such delinquent dues and  
penalties shall become a lien on the property from the  
date of notice of delinquency and may be recorded against  
the title as such. The property owner shall pay all costs  
of recording and, in the case of foreclosure, all other  
fees and expenses including reasonable attorney's fees.

BOARD OF DIRECTORS:

PRESIDENT: Richard L. Hines  
VICE PRESIDENT: Ronald L. Bavin  
SECRETARY/TREASURER: Lillian Cantora  
MEMBER: Carol Fleming  
MEMBER: Helen Martin  
MEMBER: Beatrice Grace  
MEMBER: Mark E. Pollard

STATE OF MICHIGAN )  
County of Montmorency ) ss

On this 30th day of August, 1985, before me, an Notary Public,  
personally appeared the above-persons to me known to be the same persons  
described in and who executed the foregoing instrument and then acknowledged  
the same to be their own free act and deed.

Gregory Bartko  
Gregory Bartko - Notary Public  
Alpena County, Michigan - Acting in  
Montmorency County, Michigan  
My Commission Expires: 4/6/87