

**CORDWOOD POINT ASSOCIATION
DECLARATION OF RESTRICTIONS
Effective: January 1, 2008**

1. PURPOSE

The purpose of the following restrictions is to ensure the use of the entire Cordwood Point plat 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. APPLICABILITY AND MEMBER OBLIGATIONS

- (a) The restrictions specified herein, as modified and approved by the Cordwood Point Association's membership, are deemed to be binding as of January 01 of the calendar year following their approval and shall apply to both Cordwood Point Subdivisions Number 1 and 2, as originally established by American Central Corporation and located wholly within Section 21, and 22, Town 38 North, Range 1 East, Benton Township, Cheboygan County, Michigan.
- (b) No Association member will be held liable, retroactively, for an act or omission not in violation of any previous Cordwood Point Association 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 Cordwood Point Association is mandatory for all property owners and, as such, owners are subject to duly voted annual assessments and any member-approved special assessments which may be in force, subject to late fees, penalties, and legally instituted liens for non-payment, as specified in Association By-Laws, Article 1, and 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 governing the use and occupancy of property in Cordwood Point has been filed with the Cheboygan County Register of Deeds and must be disclosed to purchasers by sellers at closing or deed transfer.

3. PLAT USE

- (a) Any residence erected on any lot in this subdivision shall be a private residence for use by the owner or occupant. Only one residence may be erected on a single lot and no part of said premises 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 this Declaration, to include the 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.
- (b) No temporary structure (basement, garage, barn, shack, tent, etc.) shall be occupied within the subdivision, provided, however, that a new mobile home may be placed on lot numbers 169 through 234 inclusive, lot numbers 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 this Declaration is met, and that all Cheboygan County construction and zoning ordinances and District Health Department regulations are complied with.
- (c) Under no circumstances will an unfinished residence without a Cheboygan County Certificate of Occupancy and District Health Department approval of water and sanitation systems is occupied in the Cordwood Point Subdivision.
- (d) No property in the subdivision will be used for the breeding and harboring of any livestock or poultry, except that dogs, cats, and usual household pets may be kept in compliance with all county regulations as long as they are not maintained and bred for commercial purposes. Property owners will 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, if walked on the roads, rights-of-way, or beaches. Pets are not allowed, leashed or not, in Association parks.

- (e) Association parks, beaches, and playgrounds are for the use and enjoyment of all members whose dues are current and Association rules governing their use will be strictly observed and enforced to include: park curfew (10:30 p.m.), no glass containers, no pets, no motorized vehicles of any type, no trash left behind, no unattended fires, no boats permanently moored at park beaches, and no excessive noise which annoys adjacent property owners.
- (f) 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 and keys obtained from the Board member responsible for this function (any board member can be contacted for this information). 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 nominal security deposit, which may be withheld if any of the above conditions are not met. Either the Association member reserving the facility or another responsible Association member must be in attendance at all times.
- (g) The storage and handling of hazardous/toxic materials, trash, rubbish, junk, and household garbage is to be done in an appropriate manner:
 1. The temporary holding of household garbage is to be done in clean residential garbage cans (60 gal. size or less), with a sealable lid.
 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 (i.e. offending odors), or attract unwanted pests.
 3. Commercial dumpsters are intended for temporary use only and are to be removed from any residential property within 15 days after completion of building construction or the remodeling project.
- (h) The outside storage of water craft, recreation vehicles, or other types of machinery, is to be done in such a manner so as not to impair the appearance or values of surrounding property. Storage of any commercial, farm, or construction vehicles and other machinery on Association property(s) is prohibited, unless stored in an enclosed storage facility. Any vehicle or water craft stored on residential property shall be operable and have current Secretary of State Licensing for the proper owner. Landowners wishing to store more than a combination of 3 personal vehicles or watercraft must obtain an Association permit.
- (i) Any land use or other situation deemed in violation of the Cordwood Point Association By-Laws or Covenants will be discussed with the property owner(s) involved. Violation(s) not corrected within 30 days from the documented communications of the violation(s), will be considered in default and the Association will take the following steps to correct the violation(s):
A 30 day notice, by registered mail, will be given to the property owner in question. The notice will specify the default and steps needed to correct the violation(s).
 1. If the complaint is not satisfied within the 30 day period, a second 30 day notice will be sent registered mail, to the property owner in question. The notice will stipulate the violation(s) now in default and the remedies available to the Association, in the way of binding arbitration, assessments, or civil suit.
 2. In the event the violation is still not corrected at the end of the second 30 day notice and the land owner refuses binding arbitration or does not fulfill arbitrated solutions, a civil suit shall be brought against the property owner in question. The court will be asked to grant that the property owner pay all Association legal costs, administrative expenses, and assessments, relative to the suit. Minimum assessments levied by the Association will be from \$75.00/mo., or \$900/year, per violation on January 1st of the present fiscal year.
 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 state or federal taxing authority.
 5. 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.

6. 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.

4. DEFINITIONS

For the purpose of this Declaration, the following definitions and restrictions regarding travel trailers/RVs, mobile homes and modular or sectional homes shall apply:

Travel Trailer/RV: A towed or motorized vehicle used expressly for occasional travel, approved for highway use and legally licensed. This vehicle may be used only for temporary occupancy in Cordwood Point, 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 travel trailer/RV 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); 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. A Cordwood Point permit is not required; however the Association has no authority to waive county requirements.

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. Placing a mobile home in Cordwood Point 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 waste disposal system, and requires a Cheboygan County Certificate of Occupancy before permanent residence is allowed. A Cordwood Point Construction Permit is also required as specified in Section 5 below, and for Cordwood Point purposes, 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 block foundations (either a five-block crawl space or basement) with all transport devices removed; and are permanently joined together to complete their assembly. These homes have been inspected during manufacture, but still require all Cheboygan County construction permits and inspections, to include District Health Department approval of wells and septic systems, before a Certificate of Occupancy can be issued. For Cordwood Point purposes a modular or sectional home 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. 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 cordwood Point. If not, it will be restricted to those lots designated for mobile home placement in subsection 3(b) above.

5. TYPE, SIZE, and CONSTRUCTION

- (a) Any dwelling erected or placed on any lot in this subdivision, except on those designated as mobile home lots (see subsection 3(b) and Section 4), shall have a minimum living area on the ground floor, exclusive of porches, of 20 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 Cordwood Point lots on which a new mobile home or singlewide 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 Cordwood Point need not meet these requirements, but must comply with all other restrictions as defined elsewhere in this Declaration.

- (b) All exterior construction materials used in Cordwood Point to build or alter a home or any associated structure must be new, and any modular/sectional or mobile home moved into Cordwood Point 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, could require removal or reconstruction by the builder/owner.
- (c) All dwellings must have private, inside bathroom facilities and a well for potable water and waste disposal systems, 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 Cordwood Point 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 (OSB), particle board, or similar material shall be used for the outer finish of any such 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 so recommended by the Building Control Committee.
- (e) Any garage, storage building, boat house, garden shed, yard building, or fence, etc., of any type must conform in appearance to its associated residential structure and must be in keeping with the overall look of a homeowner’s plot.
- (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, boathouse, storage building, yard building, etc. may be constructed on a lot which is owned directly next to (abutting) the homeowner’s existing residence. In such cases, the secondary building must be set back to rear of the lot with 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 a Cordwood Point Building Permit in addition to all required County permits prior to construction. Members are urged to discuss plans with their neighbors and comply with Cordwood Point restrictions regarding use of adjoining lots.
- (g) Any fence erected must be approved by the Building Control Committee and in no case shall a fence be erected closer than 25 feet to the front lot line. For the purpose of this Declaration, the ‘front’ lot line for waterfront property is deemed to be toward the lake, while all other off-water properties have their front lot line toward the road of their address. Fence types that will be approved by the Building Control Committee include those made of treated or weather-resistant wood, such as 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, situated to cause nuisance to a neighbor, or be allowed to degrade in appearance. Any fence placed upon a common lot line must be of a type and structure agreeable to the abutting owner(s). Fences must be properly installed 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 and rights apply to the placement of signs within the boundaries of Cordwood Point.

- (a) Real estate company “for sale” and “for sale by owner” signs will be 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) The primary '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, nominally.
- (c) Developer/Builder signs on properties under construction or remodeling will be permitted, but are to be removed by the builder or property owner within 15 days after final inspection or issuance of a County Certificate of Occupancy.
- (d) Modular-sectional homes may display a vendor's sign on the property during the installation phase, but must be removed by the installer or home owner within 15 days after closing.
- (e) Political signs will be permitted during an election, but must be removed within 15 days after the election. It is the responsibility of the homeowner to inform the candidate(s) to remove signs, or to do it themselves.
- (f) "Garage sale" signs for the annual subdivision garage sale will be furnished by the Association and may be erected the day the sale begins and must be removed the day the sale is concluded.
- (g) Signs indicating 'estate sales', 'garage sale', or 'moving sales', which do not coincide with the Association's annual garage sale are permitted. The homeowner should notify the Association of the day/date of the sale and will be responsible for erecting signs on the day of the sale and removing all signs at the conclusion of such sale.
- (h) Decorative signs, flags, and name plates may be placed on an individual's property as long as they are not offensive to neighbors and do not exceed 3 x 5 feet in size.

7. EASEMENTS

- (a) As shown on the master plat of Cordwood Point Subdivision, easements for the installation and maintenance of public utilities or 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 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

- (a) Any variance to these restrictions that will affect Association property owners generally, shall take effect only when approved by a two-thirds (2/3) majority of said property owners who cast their vote or proxy, either at the Annual Meeting of Members; through a special meeting called for the sole purpose of amending these restrictions and conducted in accordance with all relevant provisions of Article IV of Association Bylaws, Membership Meetings; or by ballot sent via U.S. mail to the address of record of each member, with a 45-day response time allowed to accommodate delivery plus a margin for proposal consideration.
- (b) Property owners may request changes or relief from these restrictions on an individual basis and any lawful, reasonable change or waiver to the within restrictions shall be considered by the Cordwood Point Association Board of Directors. If determined to be legal by competent authority and so approved, the change will be submitted in writing to abutting lot owner(s) and, if so 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.

VALIDATION

- (a) These covenants 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 called specifically for such a purpose in accordance with Association By-laws and in compliance with procedures detailed in Section 8(a) of this Declaration. An instrument detailing the change(s) and certifying the results of any such approved ballot, signed by each member of the Cordwood Point Association Board of Directors, 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.

Drafted by: Ross Bell
President of the Board

Approved by: Cordwood Point Association Board of Directors
P.O. Box 201
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Ross Bell
Board President

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