

Warblers Hideaway
Association Campground
Fees and Regulations

Effective January 1st 2007

2704 Lovells Rd.
Grayling, Mich 49738
989 348-2587

Warbler's Hideaway Association
2704 Lovells Rd.
Grayling, MI 49738



NOV-
Campground Rates April 1st - Dec. 31st

Member Monthly On-Site Fee \$55.00

*Due 1st of every month

Member Daily Fee \$15.00

*Due immediately upon arrival

Any late payments are rated at \$5.00 per day

~~On-Site campers are required to stay a minimum of 3 days~~

Guest Camping

Non-Member Daily Fee \$ 20.00

*Due immediately upon arrival

Campground Closed

Dec 1st - March 31st

(Members only)

4 month on-site storage fee \$60.00

*Due Dec 1st

A late fee of \$5.00 per day for any late payments

Revised Campground Regulations

(replaces or revises the below mentioned rules--this does not exclude any other previous rules non mentioned here)

Sites will not be allowed any personal items left outside their campers when their stay is over. Stairs must be pushed in (if possible), any debris must be removed, no more than 1/2 FACE CORD of wood can be left. Any personal items left outside campers will be disposed of and owner will be charged a \$25.00 cleaning fee. DUE IMMEDIATELY.

Lawns must be mowed regularly, if your site gets unsightly a \$15.00 fee will be charged to owner for mowing. DUE IMMEDIATELY

Repeat offenders to any campground rules will be brought to the attention of the Board and are at risk of losing their On-Site rights permanently.

If Warblers Hideaway removes a camper off-site because of non-payment or not adhering to regulations, there will be a \$15.00 fee. DUE IMMEDIATELY.

During the dates Dec 1st through March 31st the campground is closed. Bathhouse and electricity will not be assessable, roads will not be plowed.

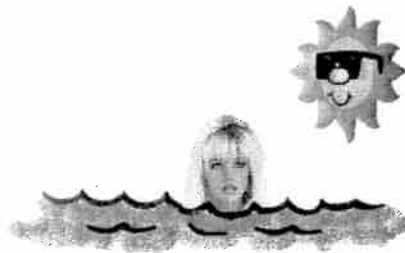
Campers must be up-to-date in regards to assessments.

CAMPSITES NOW OPEN TO THE PUBLIC



WARBLERS HIDEAWAY ASSOCIATION
(LOVELLS ROAD JUST NORTH OF NORTH DOWN RIVER)

- ELECTRIC AT ALL SITES- *35 amps*
120 volts
- at Bathhouse* ← -HEATED BATHHOUSE-
- HOT SHOWERS-
- FIRE PITS-
- * Water*
at Towers
- *BEAUTIFUL HEATED SWIMMING POOL*



ONLY \$20.00 PER DAY

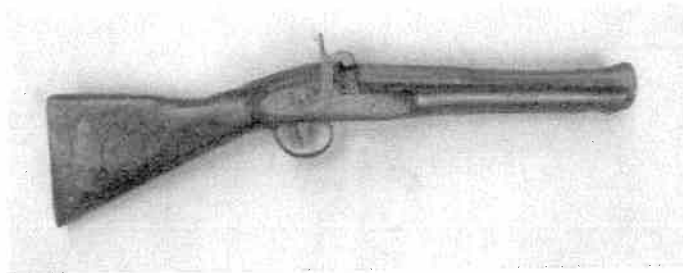
RANGE HOURS

JANUARY 1st. to SEPTEMBER 30th.

10am. to 6pm.

SUNDAYS

12am. to 6pm.



OCTOBER 1st. to DECEMBER 31st.

10am. to 2pm.

By-Laws

and

Declaration



Warbler's Hideaway Association

October 2001

Introduction

This booklet contains the documentation basis, for all of the rules and regulations at Warbler's Hideaway Association. This documentation consists of two parts:

1. The By-Laws of Warbler's Hideaway Association

By-law as defined by the Webster Contemporary Dictionary is as follows: "A rule or law adopted by an association, a corporation, etc., which is subordinate to a constitution or charter."

The by-laws of Warbler's Hideaway are the rules that the membership and board of directors must abide by. These rules were developed and adopted by the membership and board of directors, using the declaration as a guideline. They are subordinate or secondary to the Declaration. Changes or amendments to the by-laws can be made, provided they are completed in accordance with Article XIII.

2. The Declaration

The Declaration, (sometimes referred to as "covenants and restrictions") are the rules, restrictions, etc., that were drafted and recorded by the developer, American Central Corporation. These rules were drafted at the time the property was platted (July 1965) and put up for sale as individual lots and common property. Changes to the declaration are very difficult to make, as compared with the by-laws. Rules for making changes are defined within the document.

Notes:

The rules, regulations, and hours of operation for the campground, swimming pool, fish pond, rifle range, etc., are not defined in this booklet. These are posted in each area, and are subject to change by Warbler's Hideaway Board of Directors. Please review the postings for the area you wish to use. Please use and enjoy all of the facilities, they belong to you as a member.

**BY-LAWS OF
WARBLER'S HIDEAWAY ASSOCIATION**

ARTICLE I

Name and Purpose

SECTION 1. The name of this Association shall be The Warbler's Hideaway Association.

SECTION 2. The purpose is: To promote the health, safety and welfare of the members within "Warbler's Hideaway Subdivision" in Lovells Township, County of Crawford, State of Michigan to: own, acquire, build, operate and maintain parks, streets and recreational facilities in said subdivision or additions thereto; to establish, alter and enforce building and use restrictions for "Warbler's Hideaway Subdivision" and additions thereto; to fix, collect and levy assessments against properties in the subdivision and to do all things necessary and incidental to promote the common benefit and enjoyment of the members of the subdivision and additions thereto, to exercise all the powers and to perform all the duties and obligations imposed upon it by the Declaration of Restrictions placed upon "Warbler's Hideaway Subdivision" or additions thereto.

ARTICLE II

Membership

SECTION 1. (a) Every person or entity who holds an equitable interest or an undivided equitable interest in any LOT, whether as land contract vendee or fee holder being subject to these covenants and 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 a security for the performance of an obligation, shall not be a member.

SECTION 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessment is imposed against each owner or/and becomes a lien upon the property against which such assessments are made as provided by the recorded Declaration of Restrictions on "Warbler's Hideaway Subdivision", in Lovells Township, County of Crawford, State of Michigan and additions thereto.

SECTION 3. The membership rights of any person whose interest in the property is subject to assessments under the Declaration of Restrictions may be suspended by action of the BOARD OF DIRECTORS during the period when the assessments remain unpaid. Upon payment of said DELINQUENT assessments, his / her rights and privileges shall be automatically restored.

SECTION 4. Home owners in the Association shall be permitted to keep their own recreational vehicles on their property, provided that it is unoccupied for storage.

SECTION 5. Home owners shall be permitted to have and use tents, trailers or motor homes on their property for TEMPORARY shelter for guests at their home for a MAXIMUM (2) two week period, provided that it has been authorized by the Board in writing.

ARTICLE III

Voting Rights

SECTION 1. The Association shall have one class of voting MEMBERS. Voting members shall be those members who hold the interests required for membership under Article II, Section 1 (a) of the By-Laws. When more than one person holds such interest or interests in any LOT, THAT LOT SHALL HAVE ONE VOTE.

ARTICLE IV

Power and Duties

The Association shall have the following powers and duties which shall be exercised for the mutual benefit of all members.

SECTION 1. To keep and maintain common properties in a clean and orderly condition, to cut and remove weeds and grass therefrom, to pick up loose materials, refuse, etc., and to do any other things necessary or desirable to keep the same, neat in appearance and in good order.

SECTION 2. To exercise such control over streets as may be within its' powers and as it may deem necessary to desirable, subject at all times to such control of CRAWFORD COUNTY, AS APPROPRIATE.

SECTION 3. To repair and maintain streets and pedestrian ways, including removal of snow therefrom where the same is not under the jurisdiction and control of CRAWFORD COUNTY. To do all things necessary or incidental to the protection of the plant and wild life in the common properties and in and about the subdivision.

SECTION 4. To provide for the erection and maintenance of gateways or entrances and other ornamental features not existing or hereafter to be erected or created and to acquire and maintain recreational facilities as the same are established in the subdivision.

SECTION 5. To enforce, either in its own name, or in the name of any real estate owner or owners, all buildings and other restrictions which have been, are now, or may hereafter be imposed upon any of the real estate in said "Warbler's Hideaway Subdivision" or any additions thereto. THE BOARD OF DIRECTORS shall have full power and authority to bring proceedings in the name or names of any of the owners to enforce the restriction; the expenses and costs of such proceedings, however, to be paid out of the general fund of the Association.

SECTION 6. The Board of Directors shall establish AND POST rules and regulations concerning the use of the properties and facilities of the Association.

SECTION 7. To provide such other services as may be deemed desirable by the Board of Directors, said services to be rendered to the residents or members at the expense of those receiving the service where the services are of such character so as not to be of mutual benefit to all owners.

ARTICLE V

Fees, Dues and Assessments

SECTION 1. Each member shall pay annual dues and special assessments as provided in the recorded Declaration of Restrictions.

SECTION 2. The annual assessment shall be \$96.00 per ownership. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount. A late fee of \$5.00 per lot will be added if paid after May 1, of the year due.

SECTION 3. In addition to the annual assessments authorized above, the Board of Directors may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, or reconstruction, unexpected repair or replacement of a described capital improvement upon fixtures and personal property related thereto, provided any such assessment shall have the affirmative of two-thirds (2/3) of the votes of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

SECTION 4. The Board of Directors may change the maximum and basis of the assessments fixed by Section 2 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

SECTION 5. The Board of Directors or their appointed representative shall have the power to use any legal means possible to collect the just delinquent debts of the Association. This is to include the Small Claims Court of Crawford County. Costs incurred using the Small Claims Court system, such as notification of members through the Sheriff's office, Court Costs, Legal Notice Printing, etc. will be added to the members debt when the association petitions the court for judgment. If the court allows judgment in favor of the association and against the owing member, all legal procedures allowed by the court will be followed for collection. Debts to the association will be considered delinquent one hundred eighty (180) days after the due date. Examples

of the type of debts being referred to are as follows, but are not limited to the examples:

- Past due Maintenance Assessments
- Past due Camping Fees
- Past due Trailer Storage Fees
- Past due Late Fees of Any Type

The Association reserves the right to proceed with debt collection in any order. (Example: Oldest debts first, Easiest to collect first, Largest debt first, etc.)

ARTICLE VI

Prejudicial Conduct

SECTION 1. Any person charged with conduct injurious to the good order, peace or interest of the Association, or at variance with its by-laws or rules, shall be cited to appear before the Board of Directors or an Investigation Committee appointed by the Board, should the Directors determine to investigate the matter. Should the Directors, after full investigation, determine that the conduct in question of such member is prejudicial to the best interest of the Association, they may take such action as they may see fit. In the event the Board decides to take action, they shall inform such member in writing of the nature of the complaint against him / her, giving him / her at least fifteen (15) days notice to appear before the Board to answer thereto; and if, upon inquiry and hearing, the Board of Directors shall be satisfied of the truth of the charge or complaint, they may censure or suspend him / her. An affirmative vote of two thirds (2/3) of those members of the Board of Directors present shall be necessary for suspension of the member of this Association.

ARTICLE VII

Membership Meetings

SECTION 1. Annual Meeting. The regular annual meeting of the Association shall be held on the first Saturday in October at 1:00 p.m. at Warbler's Hideaway, Lovells Township, Crawford County, State of Michigan.

SECTION 2. Thirty days notice of the annual meeting of the members shall be given to each member by mail, addressed to his / her last known address as recorded with the Association.

SECTION 3. If, for any reason, the annual meeting of the members shall not be held on the day herein before designated for lack of a quorum or otherwise, such meeting may be called and held as a special meeting and proceedings may be had thereat as at an annual meeting, provided, however, that the notice of such meeting shall be the same as required for the annual meeting, not less than thirty (30) days notice.

SECTION 4. The notice shall be sent out in reasonable detail, the business to be brought before the meeting and each meeting shall be limited to the items set out in the notice in order that those casting absentee ballots may be permitted to express their desires. Provided, however, that the members present may make suggestions covering items which they feel should be brought before the membership and upon approval, by proper resolution by the members for consideration at the next regular or special membership meeting. It shall further be the duty of the Secretary to include with the notice of any regular or special membership meeting such suggestions or requests as may be properly presented in writing and endorsed by fifty (50) or more members in good standing, providing such requests are received at least forty-five (45) days prior to the meeting date.

SECTION 5. The order of business at the annual meeting of the members shall be as follows, provided, however, that this order of business may be changed by the Chairperson, or by a majority of the members present:

- (a) Roll call.
- (b) Reading of the minutes of the previous meeting.
- (c) Reports of the Officers.
- (d) Reports of the Committees.
- (e) Unfinished business.
- (f) Election of Directors.

SECTION 6. Special meetings of the Association may be called by the President, Secretary or the Board of Directors and shall be called by the President whenever requested in writing by the members who are in good standing. Such request shall clearly state the purpose for which the meeting is to be called and such meeting shall be called by the Directors, providing said purpose is germane to the purpose for which this Association is organized and for the improvement thereof, otherwise, the Directors may refuse to call said meeting. Provided, however, that when special meetings are called pursuant to a petition of members, the Board of Directors may authorize a submission of additional matters for the consideration of the members at such meeting.

SECTION 7. At least thirty (30) days notice of any special meeting shall be given to each member by mail, at his / her last known address as recorded with the Association. Such notice shall set out in reasonable detail, the business to be brought before the meeting and the meeting shall be limited to the items set out in the notice.

SECTION 8. Members may cast their votes either in person or by proxy.

SECTION 9. A member must be in good standing and his / her dues, and other assessments must be current by August 1, prior to the ANNUAL MEETING so that he / she will be eligible to vote.

SECTION 10. Voting at SPECIAL MEETINGS is permitted if a member's dues and assessment were current within ten days prior to the meeting.

SECTION 11. It shall be the duty of the Secretary to prepare a list of the members entitled to vote at each meeting against which list all members voting, whether by proxy or in person, shall be checked, whether by the Secretary, or by some individual designated by the board of Directors.

SECTION 12. The quorum necessary to conduct business at an annual meeting of the Association is Twenty Five (25) MEMBERS IN GOOD STANDING.

SECTION 13. Smoking will NOT be permitted at any Warbler's meetings.

SECTION 14. All regular board meetings shall be held in the lodge on the designated months, decided by the new board at the reorganizational meeting immediately following the annual meeting, and shall be posted.

SECTION 15. The rules contained in Roberts Rule of Order shall govern the Association in all cases to which they are applicable, and in which they are not inconsistent with the By-Laws or Special Rules of Order of this Association.

ARTICLE VIII

Directors

SECTION 1. The business, property, affairs and policies of the Association shall be vested in the Board of Directors.

SECTION 2. At each annual meeting three directors shall be elected for a term of three (3) years. No board member shall serve more than two (2) consecutive terms. After one (1) years absence from the board, they will be eligible to serve again. No board members related to each other shall serve on the board at the same time.

SECTION 3. All directors shall serve until their successors are elected and accept their election.

SECTION 4. The directors shall fill all vacancies created by death, resignation or any other reason.

SECTION 5. Directors shall appoint a nominating committee which shall place in nomination for directors at least as many names as there are nominees to be elected at the annual meeting. The Committee shall be composed of members of the Association in good standing.

SECTION 6. Members of the Association may nominate other candidates for director. Such nominations shall be in writing, signed and dated by the nominee and shall be placed in the hands of the Nominating Committee Chairperson on or before August first, (1) prior to the date of the election.

SECTION 7. The Board of Directors shall have a general power to carry on the affairs of the Association, including the authority to borrow funds, to mortgage, pledge or otherwise encumber the assets of the Association as security for the properties of the Association, together with the right to assign, as further security, dues and capital assessments due or to become due the Association.

SECTION 8. The Board of Directors shall select a President, one or more Vice Presidents, a Secretary, a Treasurer and may select a Corresponding Secretary who need not be a member of the board. No officer except the Secretary need be a member of the board. In the event the President is not an elected member of the board, the Board shall elect a Chairperson from the Board. All officers of the Association shall be members of the Association in good standing. The voting of the Board of Directors Officers will be by secret ballot.

SECTION 9. The Board of Directors shall have the power to appoint such other officers and agents and to hire such employees as may be necessary for the carrying-out of the purposes of this Association.

SECTION 10. Any officer or agent may be removed by the Board of Directors whenever in the judgment of the board the best interests of the Association will be served thereby.

SECTION 11. The Board shall have such other powers as are set forth in these By-Laws or as are necessary and incidental in carrying-out the general affairs of the Association and the Declaration of Restrictions, except as herein prohibited.

SECTION 12. The Board of Directors shall appoint or authorize the President to appoint from their own number or from members of the Association such committees as the board deems necessary to carry on the affairs of this Association, and It shall define the powers and duties thereof. The Committees so appointed shall hold office during the pleasure of the Board of Directors.

SECTION 13. The Board of Directors shall establish and enforce rules and regulations concerning the use and operation of the Association's properties and recreational facilities, parks and other areas to be operated for the mutual benefit of the members. It shall enforce all building and use restrictions and propose such further restrictions as are reasonable, necessary or desirable in order to maintain the general nature and character of the subdivision and the Association's properties. A majority of the Board may, in writing, delegate to any other member of the Board, authority to represent the Board and act for the Board and exercise any of the powers of the Board as authorized by these By-Laws. With a written, signed and dated request to the Board of Directors, any member building a home on their property shall be permitted to stay on their property during construction in a self contained trailer or motor home, not to exceed a three (3) month period. An extension of time permitted, only with approval by the Board of Directors in writing.

ARTICLE IX

Officers

SECTION 1. PRESIDENT. The President shall be-selected by the Board of Directors and need not be a member of the Board. He / She shall have general and active management of the business of the Association and shall see that all orders and resolutions of the board are carried into effect. He / She shall sign all legal documents authorized for his / her signature by the Board of Directors and appoint a chairperson for all standing committees. The President shall be an ex-officio member of all committees.

SECTION 2. VICE-PRESIDENT. The Vice-President shall act in the place of the President in his / her absence or in the event the office of the President shall become vacant by death, resignation or otherwise, or due to the inability of the President to discharge the duties of his / her office and the Vice-President shall also perform such other duties as may be delegated by the President of Board of Directors.

SECTION 3. SECRETARY. The Secretary shall be elected by and from the membership of the Board of Directors. He / She shall be present or represented at all meetings of the Board and shall keep the minutes of all meetings of the Association and of the directors and executive committee, and shall preserve in the books of the Association true minutes of the proceedings of all of such meetings. He / She shall give all notices required by statute, by-law or resolution. He / She shall keep a record of the names and addresses of all members of the Association, the property owned by each, of all transfers of membership and shall be custodian of the Association's seal. He / She shall send to the lot owners all notices as to amounts due the Association for dues and assessments. He / She shall advise the Board as to all delinquencies and he / she shall keep the Board informed regarding the properties of the Association, the liability insurance thereon and shall perform such other duties as are delegated to him / her by the Board of Directors.

SECTION 4. THE CORRESPONDING SECRETARY. The Corresponding Secretary shall perform such secretarial duties as assigned by the Board.

SECTION 5. TREASURER. The Treasurer shall have custody and keep accounts of all money, corporate funds and securities of the Association and shall keep in books belonging to the Association full and accurate accounts of all receipts and disbursements, he / she shall deposit all moneys, securities and other valuable affects in the name of the Association in such depositories as designated for that purpose by the Board of Directors. He / She shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at regular meetings of the Board, and whenever requested by them, an account of all his / her

transactions as Treasurer and of the financial condition of the Association. He / She shall keep in force a bond in form, amount and with the surety of sureties satisfactory to the Board, conditioned for faithful performance of the duties of his / her office, and for the restoration or removal from office, of all papers, books, vouchers, money and property of whatever kind in his / her possession or under his / her control belonging to the Association. He / She shall perform such other duties as are delegated to him / her by the Board of Directors.

ARTICLE X

Architectural & Building Limitations

The architectural & building use limitations must follow Article VI and Article VII of the recorded Declaration of Covenants and Restrictions, except where Crawford County and Lovells Township building restrictions have been upgraded due to safety, size, environmental, etc. will apply. In addition if a manufactured home is to be located within the property platted as Warbler's Hideaway Association, the following conditions must be met:

SECTION 1. Any manufactured modular home/cabin submitted to the Architectural or Building Committee for approval, must meet the Building Officials and Code Administrators International, Inc. (BOCA) Code, or the United States Department of Housing and Urban Development (HUD) Code, for manufactured homes.

SECTION 2. All homes/cabins located within the association must be permanently fastened to a concrete or cement block foundation. If a treated wood foundation is planned, it must be approved well in advance of construction, with the associations building committee and the Crawford County building inspector. Concrete slabs are not considered a foundation.

SECTION 3. Single wide trailers or mobile homes are not allowed, as this type of home would not compare favorably with other housing in the area.

ARTICLE XI

Dissolution

SECTION 1. The Association may be dissolved only with the assent given in writing and signed by the members entitled to cast two-thirds (2/3) of its membership. Written notice of a proposal to dissolve, setting forth the reasons therefor and the disposition to be made of the assets (which shall be consonant with Article XI hereof) shall be mailed to every member at least ninety (90) days in advance of any action taken.

ARTICLE XII

Disposition of Assets Upon Dissolution

SECTION 1. Upon dissolution of the Association, the assets, both real and personal of the Association, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those by which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No such disposition of Association properties shall be effective to divest or diminish any right or title of any member vested in him / her under the recorded covenants and deeds applicable to the Properties unless made in accordance with the provisions of such covenants and deeds.

ARTICLE XIII

Amendments

SECTION 1. These By-Laws may be amended, altered, changed added to or repealed by the affirmative vote of the Board of Directors at any annual meeting or at any special meeting called for that purpose. They may also be amended by a vote of the majority of the members voting in person or by ballot at any annual or special meeting of the members called for that purpose, provided, however, that the dues and assessment provisions of these By-Laws shall not be altered, amended or changed without the affirmative vote of two-thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for this purpose.

By-Laws as revised : Annual Membership Meetings- October 1995-6-7

This page

To be used for future revisions.

BY-LAW AMENDMENT

ARTICLE II

Membership

SECTION 6. Immediate family members of the property owners in good standing shall be permitted to use the Association's facilities without the property owner's presence. Valid membership card must be present during all such activities. An adult must accompany all children under the age of 14 years old.

Note: This amendment was approved at a special meeting called for this purpose on October 6, 2001.

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DECLARATION - COVENANTS & RESTRICTIONS

THIS DECLARATION, made this 15th day of July,
A. D. 1965, by AMERICAN CENTRAL CORPORATION, hereinafter
called Developer.

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community with permanent parks, playgrounds, open spaces, and other common facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces and other common facilities; 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 values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Michigan, as a non-profit corporation, THE WARBLER'S HIDEAWAY ASSOCIATION, for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the Developer declares that the real property described in Article II, and such additions 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 Warbler's Hideaway Association.
- (b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.
- (c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.
- (d) "Original Lot" shall mean and refer to any plot of land shown upon any original recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.
- (e) "Ownership Unit" shall mean and refer to any original lot or group of original lots located within any recorded subdivision of The Properties and held by one party or entity under common ownership through a single conveyance.
- (f) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.
- (g) "Multifamily Structure" shall mean and refer to any building containing two or more Living Units under one roof except when each such living unit is situated upon its own individual lot.
- (h) "Owner" shall mean and refer to the equitable owner whether one or more persons or entities holding any original lot, ownership unit or living unit or ownership unit situated upon The Properties whether such ownership be in fee simple title or as land contract vendee, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee except if the mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (i) "Member" shall mean and refer to all those owners who are members of the Association as provided in Article III Section 1 hereof.

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 Lovells Township, Crawford County, Michigan, and is more particularly described as follows:

Warbler's Hideaway, a subdivision on part of the South one-half of the
South one-half of Section 23, T27 N, R1W;

all of which real property shall hereinafter be referred to as "Existing Property".

Section 2. Additional Lands may become subject to this Declaration.

(a) The Developer, its successors and assigns, at any time prior to December 31, 1975, shall have the right to bring additional lands located in Sections 13, 14 and 23 of Lovells Township, Crawford County, into the scheme of this Declaration. Such proposed additions if made shall become subject to assessment for their just share of Association expenses. The Common Properties within all such additions shall be devoted to the common use and enjoyment of all owners of properties which are subject to this Declaration. The Developer's rights to bring additional lands into the Declaration shall not be held to bind the Developer, its successors or assigns, to make the proposed additions or to adhere to the scheme in any subsequent development of the land described herein. The additions authorized under this and the succeeding sub-sections 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 Declarations 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.

(b) Other Additions. Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions, as described in subsection (a) hereof.

(c) Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the Covenants established by this Declaration within the Existing Property except as hereinafter provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership.

(a) Every person or entity who holds an equitable interest or an undivided equitable interest in any Ownership Unit or Living Unit whether as land contract vendee or fee holder being subject to these covenants and 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 a security for the performance of an obligation shall not be a member.

(b) Persons not holding an interest in any Lot, Ownership or Living Unit may become non-voting members of the Association under terms and conditions prescribed by the Board of Directors.

Section 2. Voting Rights.

The Association shall have one class of voting membership. Voting members shall be all those members who hold the interests required for Membership in Article III in Section 1 (a) above. When more than one person holds such interest or interests in any Ownership Unit or Living Unit, all such persons shall be members and the vote for each such Ownership Unit or Living Unit shall be exercised as they among themselves determine. When more than one Living Unit is situated on an Ownership Unit the number of votes that a member is entitled to shall be equal to the number of Living Units, and the Ownership Unit shall be disregarded. On or after January 1, 1970, provided that the total votes outstanding equals two-thirds (2/3) of the total number of Original Lots subject to this Declaration and Supplementary Declarations thereto, then and from that time on each voting member shall be entitled to one vote for each Original Lot is his Ownership. In no event shall more than one vote be cast with respect to any such Original Lot.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Article IV in Section 3, every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Original Lot, Ownership Unit, or Living Unit.

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as, in the opinion of the Developer, the Association is able to maintain the same and to meet any existing obligations which may be a lien thereon, notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey the Common Properties to the Association not later than January 1, 1970.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year whether before or after January 1, 1970 at a lesser amount.

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided any such assessment shall have the affirmative of two-thirds (2/3) of the votes of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for this purpose written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II Section 2 hereof.

Section 6. Quorum for Any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members or of proxies, entitled to cast sixty (60) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required

quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence on the first day of April, 1966. The assessment for each succeeding year shall become due and payable on the first day of April of each year. No adjustments or prorations of assessments shall be made by the Association. For purposes of levying the assessment, assessments shall be considered as paid in advance and shall be levied against any property which is subject to this Declaration or Supplementary Declarations. The due date of any special assessment under Section 4 hereof shall be fixed in the Resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Association and shall be open to inspection by any owner.

Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon becoming a continuing lien on the property which shall bind such property in the hands of 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 within thirty (30) days after the delinquency date,

a penalty fee not to exceed \$2.00 shall be added thereto and from that date interest at the rate of six (6) percent per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent fee and interest and the cost of preparing and filing Complaint in such action and in the event that Judgment is obtained, such Judgment shall include interest on the total amount as above provided and reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article I, Section 1 hereof; (c) all properties exempted from taxation by the laws of the State of Michigan, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Review by Committee. No building, fence, wall or other structure shall be commenced, erected or maintained 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, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said board or its designated committee fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII

BUILDING AND USE LIMITATIONS

Section 1. All land which is subject to this Declaration shall be limited to residential use. No building shall be erected, altered, placed or permitted to remain on any property other than one or two family dwellings and private garages or outbuildings incidental thereto. Buildings intended for two family occupancy must be situated on a land area equal to 7,500 square feet per dwelling unit. All dwellings must have a minimum enclosed living area of 400 square feet per family exclusive of open porches or attached garages. All structures shall be completed on the exterior within six (6) months from start of construction. Two coats of paint or varnish shall be required on any exterior wood surface. All structures intended for occupancy must be equipped with inside plumbing facilities.

Section 2. Nuisances. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be occupied or stored on the property at any time either temporarily or permanently. No sign or any kind of advertising device shall be displayed to the public view on any lot except one professional sign of not more than one foot square, other than signs used by a builder to advertise a new home previously unoccupied.

No animals, livestock or poultry of any kind shall be raised or kept on any lot except dogs, cats or other household pets provided that they shall not be maintained for any commercial purpose.

Trash, garbage or any other waste material shall not be kept except in sanitary containers or incinerators. Equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 3. Building Location. No building shall be located on any property nearer than 25 feet to the front property line or nearer than 20 feet to any side street line. No building shall be located nearer than 10 percent to the width of the property on which such building is to be placed to any sideline, except that a three foot minimum side yard shall be permitted for a garbage or other permitted accessory building which is located toward the rear of the property. For the purposes of this Covenant, eaves, steps and open porches shall not be considered as a part of the building provided, however, that this shall not be construed to permit any portion of the building to encroach upon adjoining property.

Section 4. Easements. Easements are reserved along and within five feet of the rear line and sidelines of all original lots in the subdivision for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, telephones and other public and quasipublic utilities and drainage and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines with right of ingress to and egress from and across said premises to employees of said utilities. Said easement to also extend along any owner's side and rear property lines in cases of fractional lots. The person owning more than one lot may build on such lot line and the easement shall be inoperative as to said line provided that such building shall be placed thereon prior to the instigation of use of this easement for one of the foregoing purposes.

It shall not be considered a violation of the provision of easement if wires or cables carried by such pole lines pass over some portion of said properties not within the five foot wide easement as long as such lines do not hinder the construction of buildings on the property.

Section 5. Variance. The purpose of the foregoing Building and Use Limitations being to insure the use of the properties for attractive residential uses, to prevent nuisances, to prevent impairment of the attractiveness of the property, to maintain the desirability of the community and thereby secure to each owner the full benefits and

enjoyments to his home with no greater restriction upon the free and undisturbed use of his property than are necessary to insure the same advantages to other owners. Any reasonable change, modification or addition to the foregoing shall be considered by the Developer and the Association and if so approved will then be submitted in writing to the abutting property owners and if so consented to in writing shall be recorded and when recorded shall be as binding as the original Covenants.

The foregoing Building and Use Limitation, shall not apply to the Common Properties.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by The Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty 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 of the original lots or living units has been recorded, agreeing to change said covenants and restrictions in whole or in part. (For purposes of meeting the two-thirds requirement, when Living Units are counted, the original lot or lots upon which such living units are situated shall not be counted.) Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years 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.

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 at law or in equity against any

Warbler's Hideaway Association

2704 Lovells Rd
Grayling, MI 49738-9803
Address correction Requested



person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and 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 of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Recorded : Crawford County Register of Deeds: July 29, 1965 Book #
81 Pages 525 - 536

Warblers note: The above printed copy of the Declaration contains a number of misspelled words. These words are also misspelled in the original document as recorded by the register of deeds. The document shown above, is exactly as recorded on July 29, 1965.
