

# LAKE TEMPLENE

## Addendum to Protective and Restrictive Covenants

This Addendum has been adopted by the owners of record of the majority of lots in the Subdivision (as defined above). The purpose of the Addendum is to amend the original restrictive covenants (the “Original Covenants”), but not to replace the Original Covenants. Unless modified by this Addendum or a subsequent Addendum, all provisions of the Original Covenants shall remain in full force and effect. The provisions of this Addendum shall “run with the land” in perpetuity, unless amended in accordance with the amendment procedures set forth in the Original Covenants. The term “Original Covenants” as used throughout this Addendum refers to the “Protective and Restrictive Covenants,” the “Building Restrictions and Covenants,” the “Restrictions,” or any such similar term, as applicable to the Subdivision. The term “Restrictive Covenants” refers to the Original Covenants and this Addendum.

### **Use**

In addition to the use and building restrictions set forth in the Original Covenants, the following restrictions shall be applicable and shall clarify any potential ambiguities in the Original Covenants:

1. Trucks and Trailers

No trailer of any nature or trucks in excess of three-quarter ton or temporary structure shall be occupied or stored within the Subdivision except in time of active home construction and only then with written permission from the Building Control Committee.

2. Vehicle Parking

No vehicle other than those used for personnel transportation, such as cars, pickup trucks, mini-vans, and SUVs (included in the term “vehicle” shall be watercraft and watercraft trailers), shall be parked overnight or longer on any lot in the Subdivision in such manner as to be visible to the occupants of other lots in the Subdivision or users of any streets or lake within the Subdivision, nor shall any stripped-down, partially-wrecked, or junk motor vehicle or any sizeable part thereof, be so parked.

Exceptions:

- A. Watercraft and watercraft trailers titled in the name of the owner of a numbered lot may be parked during the months of April through May and September through October for a two week period for preparation for placing the watercraft into the lake for the summer or placing the watercraft into storage for the winter.
- B. RVs titled in the name of the owner of a numbered lot within the Subdivision or a guest of the owner of a given numbered lot may park said RV for a 72-hour period at the numbered lot up to ten times every year as long as there is at least seven days between each 72-hour period.

3. Signs

No signs of commercial nature shall be erected on any number lot, except for signs indicating the sale of said numbered lot.

4. Water Use

Lake Templene's natural water level is 828.5 feet above sea level. If the water level exceeds the natural water level, the shores surrounding the Lake, including lots' yards, are jeopardized with erosion and other property-damaging risks. If the natural water level exceeds 828.5 feet, each owner covenants and agrees not to place, or cause to be placed, any watercraft on the Lake. If an owner places, or causes to be placed, watercraft on the Lake when the natural water level exceeds 828.5 feet, the owner shall be personally liable for any property damage resulting to lands abutting the Lake and shall be subject to fines levied by the Association, as set forth below.

5. Commercial Use

No residential lot shall be used for commercial or manufacturing purposes. For better efficiency, consideration by the Developer's Building Control Committee will be given to builders, engineers, designers, architects and perhaps others who desire to have their offices in their homes for a certain period of time during the stage of the development of the Lake Templene Project. Included in the restriction will be leasing or renting of the property to any entities that does not have an ownership interest.

Exceptions:

- A. Home virtual offices will be permitted provided there is no traffic associated with the home virtual office.
- B. Long term lease or rental agreements with one person or family.

### **Watershed Management**

The co-owners of each lot within the Subdivision shall comply with the watershed management guidelines that are necessary or prudent for the health of Lake Templene, as establish from time to time by the Association's (as defined below) Board of Directors.

**Use of Streets** The co-owners and their guests of each lot within the Subdivision shall comply with the guidelines and policies governing the use of streets as established from time to time by the Association's Board of Directors as defined below.

### **Lake Templene Property Owners Association**

There has been created, under the laws of the State of Michigan, a nonprofit corporation known as the Lake Templene Property Owners Association, Inc., which is herein referred to as the "Association" or the "Property Owners Association." Every person who acquires title (legal or equitable) to any lot in the Subdivision shall be a member of the Association. The foregoing provision requiring the owners of lots in the Subdivision to be members of the Association is not intended to apply to those persons who have an interest in such real estate merely as security for the performance of an obligation to pay money (e.g., mortgages and land contract vendors). However, if such a person should realize upon his security and become the owner of a lot within the Subdivision, he will then be a member of the Association.

#### *1. Purpose of the Association*

- (a) The Association provides a means whereby the streets and those areas within the Subdivision designated as parks on the plat thereof, and such other recreational facilities within the Subdivision as may be acquired by the Association, may be operated, maintained, repaired, and replaced.
- (b) The Association also provides a means for promulgating and enforcing regulations necessary to the governing of the use and enjoyment of such streets, parks and such other recreational facilities within the Subdivision.

(c) The Association also enforces the Restrictive Covenants.

(d) The Association also executes improvement projects for Lake Templene.

2. *Power of the Association to Levy and Collect Dues/Charges and Impose Liens.*

(a) The Association shall have the power to levy against every member of the Association a uniform annual charge of not less than One Hundred Fifty and No/100 (\$150.00) dollars per numbered single family residential lot within the Subdivision or such greater amount per said lot as may be determined by the Board of Directors of the Association after consideration of current maintenance needs and future needs of the Association.

(b) Every such charge so made shall be paid by the members of the Association on or before the first day of May of each year for the ensuing year. The Board of Directors of the Association shall fix the amount of the annual charge per lot by the first day of April of each year, and written notice of the change so fixed shall be sent to each member.

(c) Each such charge shall be paid by the member of the Association and such charge, if not paid by July 15th of each year, shall be a lien on each lot and may be denoted by affidavit recorded with the St. Joseph County Register of Deeds. Any charge not paid by July 15th shall bear interest from the date of delinquency at the rate of six percent (6%) per annum and the Association may publish the name of the delinquent member. Every person who shall become the owner (legal or equitable) of a numbered lot in the Subdivision by any means is hereby notified that, by the act of acquiring such title, such person will be conclusively held to have covenanted to pay the Association all charges that the Association shall make (including fines or costs assessed pursuant to Section 3 below). The lien of the charges shall be subordinate to the lien of any existing mortgage or mortgages. Sale or transfer of any lot shall not affect such lien for charges.

3. *Enforcement.*

The Association shall have authority to enforce the Restrictive Covenants. The enforcement shall be by proceedings at law or in equity against any violations or attempted violations, either to restrain or enjoin the violation or to recover damages or fines for such violation. Unless the Association

determines that it needs to proceed to court quickly, it shall first use the following procedure before seeking redress through a court of competent jurisdiction:

(a) The Association shall establish a Covenants Committee, which will be charged to take measures to enforce the Restrictive Covenants.

(b) Following notice of a possible or potential violation, the Covenants Committee will investigate. If a member of the Covenants Committee owns a lot in the subdivision in which the possible or potential violation occurred, he or she shall not participate in the investigation.

(c) The Covenants Committee shall notify the property owner of the actual or potential violation and give the property owner a reasonable period of time to remedy the violation. In no event shall the period to remedy the violation be less than 3 days unless prompt action is required. If the violation requires prompt action to facilitate a remedy, said action will be initiated immediately upon notification to the property owner. A copy of the notice shall be sent to the president of the Association.

(d) If the property owner does not believe a potential or actual violation has occurred or is likely to occur, it may appeal the Covenants Committee's determination to the Association's Board of Directors, who shall hold a hearing regarding the alleged violation at (i) its next regularly-scheduled Board meeting, or (ii) a special meeting called in accordance with the Association's organizational documents. If the Board of Directors determines that there is no potential or actual violation, the matter shall immediately be deemed resolved in favor of the property owner. If the Board of Directors determines that a potential or actual violation occurred, the property owner shall have 3 days from the date of the hearing to remedy the potential or actual violation, unless the Board of Directors provides the property owner with a longer period with which to remedy the violation.

If a property owner fails to remedy the violation timely, the Association may undertake whatever measures it believes prudent to remedy the violation, including "self-help" remedies. The cost of all such remedies shall be the sole responsibility of the property owner, who shall have thirty days from receiving an invoice for same to reimburse the Association for such costs, plus a fine in accordance with a fine schedule established by the Board of Directors. The fine may be assessed for any violation of the Restrictive Covenants. If the violation at issue is not set forth in the fine schedule, or if the fine schedule was not in place before the alleged violation started, then the fine will be \$100.00. If the costs and fine are not paid within thirty days

from the date invoiced, the Association may place a lien on the property owners' lot(s) for the amount of the costs and fine. The lien of the charges provided for herein shall be subordinate to the lien of any existing mortgage or mortgages. Sale or transfer of any lot shall not affect such lien for charges. All unpaid costs and fines shall accrue interest at the rate of six percent (6%) per annum, starting the date of delinquency. If the Association proceeds to Court to enjoin the violation or legal remedies to recover costs and fines, the property owner shall be liable for all reasonable attorney fees and court costs incurred by the Association in said action.

4. The Board of Directors of the Association shall have the right to suspend the voting rights (if any) and the right to use the parks and other recreational facilities of the Association of any member for any period during which any assessment (whether for dues/charges, fines, or reimbursement of costs against the member) remains delinquent and unpaid. No person can serve on the Board of Directors if any action has been taken against him, or is pending, with respect to a violation of the Restrictive Covenants.

5. The Association shall have any and all rights and powers set forth in the Original Covenants that were (i) originally granted to developer (as said term is used in the Original Covenants) and (ii) assignable by developer but not formally assigned to the Association. Said rights and powers include but are not limited to the ability to appoint a building control committee and related powers as described in the Original Covenants. In the event the Original Covenants grant any rights or powers to an entity that does not exist or is dissolved (for example, the "Lake Templene Maintenance Company"), said rights or powers shall be vested in the Association.

### **Miscellaneous**

In the event any provision of this Addendum conflicts with the Original Covenants or any other covenant, restriction, or land use provision, the provisions of this Addendum shall control. If this Addendum purports to, or is construed to, amend a provision of the Original Covenants that cannot, according to the Original Covenants, be amended, then said provision shall be narrowed to the extent necessary to make it enforceable without amending the provision of the Original Covenant that cannot be amended. If said provision cannot be so narrowed, then it shall not be applicable. If any provision of this Addendum is determined to be unenforceable or inapplicable,

then the remaining provisions shall nevertheless be binding with the same force and effect as if the unenforceable or inapplicable provision deleted. If any court of competent jurisdiction determines that any provision of the Restrictive Covenants is not uniform with respect to all similarly-situated lots, then said court may delete or modify the non-uniform provision(s) to the extent necessary to make the Restrictive Covenants uniform. The amendments effected by this Addendum shall become effective immediately upon acquisition of the number of signatures required by the Original Covenants for amendment of the Restrictive Covenants. In the event the Addendum cannot become effective immediately, then it shall become effective as soon thereafter as permitted by the Original Covenants. Nothing contained in this Addendum shall “grandfather” or otherwise ratify or approve any existing violations of the Original Covenants.

The owners of lots listed below, as record owners of lots in said subdivisions, do hereby impose the title, use, occupation, and ownership of their lot in the subdivision to the condition, covenants and restrictions as set forth above.

Prepared by:  
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