BY-LAWS OF THE
SWISS ALPINE ASSOCIATION

Article I. Name

Section 1 The name of the corporation defined in the following articles shall be Swiss Alpine Association, hereinafter referred to as the Association, which shall maintain offices at a designated place within the limits of the development known as Swiss Alpine.

Article II. Purpose

Section 1 To foster and advance rules and regulations deemed to be in the best interest of the Association and the development known as Swiss Alpine.

Section 2 To own, acquire, build, administer and maintain community properties and facilities; to administer and enforce the covenants and restrictions contained in the Declarations of Restrictive Covenants as recorded in Liber 286, Page 673 et. seq., Osceola County Register of Deeds, and in these By-Laws; to collect and disburse assessments and charges as permitted by the Declarations of Restrictive Covenants and these By-Laws; and to do all things necessary and incidental, as permitted by law and under the Articles of Incorporation, to promote the common benefit and enjoyment of property owners of the Swiss Alpine development.

Article III. Membership

Section 1 Every person or entity who owns or holds an equitable interest in any lot whether as land contract vendee or fee holder, but excluding Developer(s) and any club, i.e. hunting clubs, groups, social club, or societies, who is 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 security for the performance of an obligation shall not be a member.

Section 2 Persons not holding such interest in any lot may become non-voting, members of the Association under terms and conditions prescribed by the Board of Directors.
Section 3 Each member in good standing shall be entitled to the use and enjoyment of the common properties and facilities.

Section 4 Membership is subject to payment of annual and special assessments, and to a member obeying published rules and regulations of the Association

(a) Membership is subject to payment of annual and special assessments, and to a member obeying published rules and regulations of the Association.

(b) The right to membership shall be automatically suspended where annual or special assessments are delinquent for sixty (60) days, unless the suspension is stayed due to hardship by action of the Board of Directors. Where membership has been suspended for non-payment of annual or special assessments, the membership shall be reinstate upon payment of said delinquent assessments, penalties and reasonable expenses of collection.

(c) The right to membership may also be suspended by action of the Board of Directors for infraction of the published rules and regulations of the Association for a period not to exceed ninety (90) days.

(d) Any assessments not paid on the due date are delinquent and shall, together with penalties and reasonable expenses of collection, become a continuing lien on the property which shall bind such property in the hands of the owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid within thirty (30) days after the delinquency date, penalties and reasonable expenses of collection, as are authorized by these By-Laws and the recorded Declarations of Restrictive Covenants, shall be added to the delinquent balance, and the Association may bring an action at law against the owner personally obligated to pay the same and/or to foreclose the lien against the property. In any such action, there shall be added to such assessment penalties and reasonable expenses of collection, the cost of preparing and filing the complaint in such action, and in the event that judgment is obtained, such judgment shall include penalties, interest as allowed by law, reasonable costs of collection, and reasonable attorney fees.

Article IV. Voting Rights

Section 1 Each lot shall be entitled to one (1) vote; a member shall be entitled to as many votes as the number of lots which he or she (and his or her common owners, if any)-owns. Each lot shall have but one vote irrespective of the number of common owners thereof, which vote shall be cast as such common owners agree.
Article V. Membership Meetings

Section 1. Annual meetings. The regular annual meeting of the Association shall be held on the second Sunday of June in the State of Michigan at such time and place as the Board of Directors shall determine.

Section 2. Special meetings of the Association may be called by the President or the Board of Directors, and shall be called by the President whenever requested in writing by twenty or more members who are in good standing. Such request shall clearly state the purpose for which the meeting is to be called.

Section 3. Thirty (30) days notice of meetings of the Association shall be given to each member by mail, addressed to the member’s last known address as recorded with the Association.

Section 4. If for any reason a meeting shall not be held on the day designated for lack of a quorum or otherwise, such meeting may be called and proceedings may be had thereat as at an annual or special meeting, provided, however, that the notice of such meeting shall be thirty (30) days notice.

Section 5. The notice shall set 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. Members present may make suggestions covering items which they feel should be brought before the membership. If any such suggestions are approved by proper resolution of those members present, it shall be the duty of the Secretary to present such resolution to the members for consideration and action 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 twenty-five or more members in good standing, providing such requests are received at least sixty (60) days prior to the meeting date.

Section 6. The order of business at the annual meeting shall be as follows:

(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) New business (including assessment determination)
(g) Election of Directors
Roberts Rules of Order shall be followed.

Section 7  Members may cast their votes either in person or by proxy when duly filed with the Secretary. The form of proxy shall be determined by the Board of Directors.

Section 8  A member must be in good standing in order for him to participate in membership voting.

Section 9  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, and shall be checked, either by the Secretary, or by some individual designated by the Board of Directors.

Section 10  The presence of a majority of eligible votes, either in person or by proxy, shall constitute a quorum for the transaction of business, except when the subjects of special assessment for capital improvements and change in basis and maximum of annual assessments are considered, wherein the quorum shall be as required in Article V of the Declarations of Restrictive Covenants.

Section 11  Voting shall be by majority of the votes present as represented by persons and/or proxies.

Article VI.  Election of Directors

Section 1  Thirty (30) days prior to the annual meeting the Secretary shall mail a copy of list of nominees with biographical resumes to each member of the Association.

Section 2  Any officer, or director, shall be eligible to succeed themself.

Section 3  Directors shall assume their directorships upon election at the annual meeting on the second Sunday in June of each year. Directors shall serve until their successors are elected.

Section 4  The secretary shall prepare a ballot listing all nominees, and shall include the ballot with the biographical resumes and notice of the annual meeting. Ballots shall also be provided to each member in attendance at the annual meeting. The nominees receiving the highest number of votes shall fill the vacancies. Where vacancies exist for different terms of directorship, for instance two and three year terms, the nominee or nominees receiving the higher votes shall be elected to the longer terms. In the event of a tie vote, the tie shall be decided by vote of the Board of Directors.
Section 5 A minimum of two (2) tellers and two (2) judges shall be appointed by the presiding officer to receive and count the ballots. The results shall be made known to the presiding officer during the meeting and the winners declared elected. Each nominee shall have the right to appoint a member in good standing to be present during the receipt and counting of the ballots.

Article VII. Board of Directors

Section 1 The Board of Directors shall have a general power to carry on the affairs of the Association.

Section 2 All directors shall serve until their successors are elected.

Section 3 The directors shall fill all vacancies on the Board of Directors or any elected committee created by death or resignation until the next annual election. The directors shall fill all vacancies on any other committee where the members are appointed by the Board of Directors.

Section 4 The President shall recommend to the Board of Directors for approval members of a nominating committee. The Board shall approve a nominating committee of five (5) members. The nominating committee shall be formed not later than the 1st of April of each year.

The nominating committee shall then nominate at least as many names as there are positions to be elected at the annual meeting. Members of the Association shall and may nominate other members as candidates for directors. Such nominations shall be in writing signed by members making them. Members submitting nominees must obtain the prior written consent of the nominee, which consent shall accompany the nomination. The Secretary shall verify the consent of the nominee. Said nominations shall be placed in the hands of the Secretary, along with the nominees of the nominating committee, on or before thirty (30) days prior to the date of the election.

Section 5 After the annual meeting, the Board of Directors shall select from the Association Membership and/or of the Board of Directors a President, a Vice President, and a Secretary Treasurer.

Section 6 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 the Association.

Section 7 Any officer or agent may be removed and replaced by the Board of Directors.

Section 8 At the annual meeting to held in 1980, three (3) Directors shall be elected to terms of three (3) years, and two (2) Directors shall be elected to terms of one (1) year. Thereafter, directors shall be elected to terms of three (3) years.
Section 9  A quorum of four (4) members of the Board of Directors is necessary for the transaction of any business. At any meeting of the Board of Directors at which a quorum is present, resolutions may be passed by a simple majority.

Section 10  The Board of Directors shall authorize the President to appoint such committees as the Board deems necessary to carry on the affairs of the 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 11  The Board of Directors shall appoint an Architectural Control Committee pursuant to Article VI of the Declarations of Restrictive Covenants at Swiss Alpine.

Section 12  Rules Committee. A Rules Committee shall be created. The Board of Directors shall appoint three (3) members of the Rules Committee to serve as an interim Rules Committee until the date of the first annual meeting.

Article VIII. Officers

Section 1  President. The President shall be the executive officer of the Association, and shall preside over all meetings of the Association and the Board of Directors. He or she shall have general and active management of the business of the Association and shall see that all orders and resolutions of the Associations and the Board are carried into effect. He or she shall have authority to sign checks and to sign all legal documents for his signature by the board of Directors. He or she shall appoint with the approval of the Board of Directors chairmen for all committees, and shall be ex officio member of all committees except the nominating committee and the rules committee. The President shall conduct the affairs of the Associations in accordance with the recorded Declarations of Restrictions, the Articles of Incorporation and these By-Laws. He or she shall be responsible for the preparation of a State of the Association report to be submitted to the annual meeting and shall file said report with the Secretary fifteen (15) days prior to the annual meeting, so that it will be available for inspection by the membership.

Section 2  Vice President. The Vice President shall, in the absence of the President, preside at all meetings of the Association and of the Board of Directors. He or she shall be responsible for the coordination of the efforts and reports of such committees as the President may assign and shall be an ex officio member of all such committees. He or she shall also perform such other duties as the President may assign.
Section 3  **Secretary-Treasurer.** The Secretary-Treasurer shall keep the minutes of all meetings of the Association and of the Board of Directors, and shall preserve in the books of the Association true minutes of all the proceedings of all such meetings. The Secretary-Treasurer shall give all notices required by statute, by-law or resolution. He or she shall keep a record of the names and addresses of all members of the Association. The Secretary-Treasurer shall have the responsibility for the following:

(a) Collection and custody of all funds paid to the Association, and depositing of the same in depositories authorized by the Board of Directors;

(b) The filing of reports as may be legally required, including reports or returns to Internal Revenue Service; and

(c) Payment of all bills and disbursement of funds as may be authorized by the Board of Directors, subject, however, to the limitation provided in Article XIII, Section 4 of these By-Laws.

His or her books shall be open to inspection at reasonable times by the President, Board of Directors, and authorized auditors. He or she shall make a full and true report of the financial condition of the Association in accordance with information furnished pursuant to Article XIII, Section 4 at the annual meeting.

The Secretary-Treasurer shall establish bookkeeping, accounting and purchase order systems to cover all purchases, material and labor required for or in behalf of the Association. Any method adopted will provide that non-budgeted purchases in excess of $250.00 must be first approved by the Board of Directors.

Section 4  The Secretary-Treasurer for the Association shall be placed under surety bond, the fee for said bond to be paid by the Association. Upon approval of the Board, the office of Secretary-Treasurer may be a paid position, with the amount of pay to be determined by the Board of Directors. All other officers will serve without compensation, except that they shall be reimbursed for reasonable expenses incurred in furthering Association business, subject to the approval of the board of Directors.

**Article IX. Committees**

Section 1  The following standing committees shall be appointed:

- Architectural Control
- Rule and By-Laws

Section 2  Committee members shall be appointed by the Board of Directors, and shall be subject to removal by said Board of Directors.
Section 3  Reports and recommendations of all committees shall be made in writing and a copy filed with the Secretary.

Section 4  Such other committees as may be necessary or desirable, they shall be appointed by the Board of Directors. The number of committee members and the responsibilities of such committee shall be determined by the Board of Directors. Committees appointed shall report to the Board of Directors.

Article X.  Rules Committee

Section 1  The Nominating Committee appointed pursuant to Section 4 of Article VII by the Board of Directors shall also nominate at least three (3) nominees for election to the Rules Committee at the first annual meeting. The nominee receiving highest vote shall assume a three (3) year term. The nominee receiving the next highest vote shall assume a two (2) year-term. The nominee receiving the third highest vote shall assume a one (1) year term.

In subsequent years, the Nominating Committee shall nominate sufficient members so that vacancies may be filled at the annual meeting. Remaining members of the Rules Committee shall fill vacancies created by death or resignation.

Section 2  Duties of the Rules Committee: The Rules Committee shall be responsible for By-Laws. The committee shall propose necessary amendments to the By-Laws, and shall referred to it in writing all other proposed amendments to By-Laws for its action. The Committee shall present proposed amendments to the membership, and shall inform the membership of the meaning of proposed amendments. The Committee shall also cooperate with the Board of Directors interpreting By-Laws.

Article XI.  Assessments

Section 1  Each owner of property subject to these By-Laws shall pay an annual assessment to the Swiss Alpine Association, and shall also pay such special assessments as are approved pursuant to Section 4 of Article V of the Declarations of Restrictive Covenants.
Section 2  Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in subdivision at Swiss Alpine, and in particular, for the improvement and maintenance of properties, services and facilities devoted to this purpose and to the use and enjoyment of the common properties and improvements thereon and thereto, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, and for repayment to Developer of original development cost thereof, but only to the extent and on the basis as provided in the Declarations of Restrictive Covenants.

Section 3  Basis and Amount of Annual Assessments. The annual assessment shall be $40.00 per each lot subject to these By-Laws, provided that in cases where an owner owns more than one lot in a single plat or subdivision, the assessment for the first lot owned shall be $40.00, but each additional lot in the same subdivision shall bear an annual assessment of $20.00. From all such assessments, the Association shall pay for the cost of the maintenance and general upkeep of the Swiss Alpine common areas, management and operation thereof.

Section 4  Association shall pay to developer for a period of ten (10) years after date of transfer of common properties and facilities twenty (20%) percent of the gross annual assessments received by the Association under Section 2 of Article IV of the Declarations of Restrictive Covenants during the fiscal year immediately preceding the date of transfer, and an amount similarly determined for each succeeding year, which payments shall continue until ten (10) such payments have been made. Said twenty (20%) percent will then revert to the use of the Association.

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

At the first meeting called, as provided in Section 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 as set forth in Section 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 that sixty (60) days following the preceding meeting.
Section 7   Annual assessments become due and payable on the 1st day of April of each year. There shall be no adjustments or pro-rations of assessments. For purposes of levying the assessment, assessments shall be considered as paid in advance. The due date of any special assessment shall be fixed in the resolution adopted by the Association authorizing such assessment.

Section 8   Duties of Board of Directors: The Board of Directors 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 offices 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 is stated to have been paid.

Article XII. Special Assessments

Section 1   It is declared the policy of this Association that special assessments are generally undesirable and shall be levied only in an emergency or under extraordinary circumstances.

Section 2   Special Assessments shall be approved only pursuant to Section 4 of Article V of the Declaration of Restrictive Covenants.

Article XIII. Finance

Section 1   The fiscal year of the Association shall begin on the 1st day of July of each year.

Section 2   Not later than June 1st of each year a budget of estimated income and expenditures for the fiscal year commencing on July 1st shall be adopted by the Board of Directors. This proposed budget shall be available for inspection by the members at the office of the Association. A summary of the approved budget shall be included in the notice of the regular meeting of the Association to be held in June of each year.

Section 3   The Treasurer is authorized to issue checks for approved expenditures of the Association, providing that the amounts of any checks do not exceed the amount authorized by the budget. Any emergency non-budgeted purchases in excess of $250.00 must receive prior approval of the Board of Directors.

Section 4   The checks shall be signed by any officer or persons authorized by action of the Board of Directors.
Article XIV. Conducting Business Meetings By Mail

Section 1   With the approval of the Board of Directors, business of the Association may be conducted by mail. Notice of the proposed action shall be mailed to the membership by first class mail. A statement setting forth the question at issue shall be included in the mailing along with a ballot. A minimum of twenty five (25%) percent of bona fide ballots must be returned. If twenty five (25%) percent or more of said ballots are returned, a majority of the votes cast shall decide the question at issue, and the Board of Directors shall thereupon declare the result binding upon the Association, unless these By Laws or the Declarations of Restrictive Covenants provide for some other method for adoption of the question at issue.

Article XV. Distribution of Assets After Dissolution

Section 1   In the event of dissolution or other termination of this Association, the Board of Directors shall suggest, for approval by the membership, an institution that qualifies for tax exemption under Internal Revenue Code of 1954, Sec. 501 (c) (3), for the assignment of all assets of the Association. A special meeting shall be called, which will follow all the rules set out in Article V regarding the procedure for membership meetings. In the event that such membership approves the Board of Directors' suggestion, such dissolution and termination of the Association will occur.

Article XVI. Severability Clause

Section 1   In the event any portion of the within By-Laws is declared to be or become inoperative under State or Federal Law, the balance of these By-Laws shall remain in full force and effect.
APPENDIX

ORIGINAL RESTRICTIVE COVENANTS FILED
BY DEVELOPER WITH REGISTER OF DEEDS
AND STILL IN EFFECT AND BINDING

Article VI. ARCHITECTURAL CONTROL COMMITTEE

Section 1  Review of Committee. No building, fence, wall, dock 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 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 lots shall be used for residential purposes only, and no business, commercial or manufacturing enterprise shall be conducted on said premises. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not exceeding two and one-half stories in height, and one private garage or boathouse, or combination garage and boathouse for family automobiles and boats.

Section 2  No camper trailer or similar type structure, basement, tent, shack, garage, barn or other out-building shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character or any building in the process of construction be used as a residence.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.
No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

All buildings shall be constructed of new material.

All outside fuel tanks and holders shall be kept straight, level and in a painted condition.

The outside finishing of all buildings must be completed within one (1) year after construction has started, and no asphalt shingles, imitation brick, building paper, insulation board or sheathing or similar non-exterior materials shall be used for the exterior finish of any such building; exterior finish shall be wood or asbestos shingles or aluminum siding, logs, brick, stone or painted concrete.

Every dwelling shall have not less than 720 square feet of ground floor enclosed living space exclusive of porches, breezeways, carports, patios, pool areas, garages and other accessory uses.

Section 3 Building Location. No building shall be located on any property nearer than 125 feet to the water front property line or nearer than 25 feet to any front or side street line. No building shall be located nearer than 10 feet to any side lot line, except that a 3 foot minimum side yard shall be permitted for a garage or other permitted accessory building which is located towards the rear of the property. For the purpose of the Covenant, eaves, steps and open porches shall not be considered as a part of the building to encroach upon the adjoining property.

Section 4 Underground and above-ground easements are reserved along and within five feet of the rear line and sideline of all original lots in the subdivision for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, telephone and other public and quasi-public utilities and drainage and to trim any trees at any time may interfere or threaten to interfere with the maintenance of such lines with right of ingress and egress from and across said premises to employees of said utilities. Said easements 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 thereupon 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 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.
Each residence shall be provided with and maintain only inside toilets with septic tanks and drain fields or dry well installations meeting the minimum regulations of the Central Michigan District Board of Health (Osceola County).

The following Building and Use Limitations shall not apply to the Common Properties, with the exception of Deed Restrictions.

Section 5 Signs. No "For Sale" sign or advertising device of any kind shall be erected on any lot except on a new home, previously unoccupied, which is offered by the Developer or Builder.

Section 6 Trees. No trees shall be cut except for those necessary for the construction and maintenance of any building or those trees, which may constitute a danger or hazard to any person or building.

Section 7 Boats and Motors: No fuel propelled motors shall be permitted on Swiss or Alpine Lakes.

Any owner of real property in said Plat shall have the right to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any covenant contained herein, either to prevent him or them from doing so or to recover damages or other dues for such violations.

Section 8 Mobile Homes. All mobile homes shall comply with all Articles contained herein and added provisions listed below:

(1) Mobile homes shall be permitted on lots 219 up to and including 272 only.

(2) Only one (1) mobile home shall be permitted per lot. All mobile homes shall be manufactured mobile homes and shall be no less than 12 by 60 feet in size.

(3) All mobile homes will be enclosed at the base with a skirt, consisting of painted metal, masonry, plastic or fiberglass type materials, effectively enclosed on all four sides. All mobile homes must have a concrete slab or runners beneath the full length of the unit. No straw rolled felt tape, tarpaper or material of this nature or type to be permitted on any mobile home.

(4) The Developer and the Architectural Control Committee retains the responsibility and discretion in placement of all mobile homes on individual lots to take advantage of the land, trees and the aesthetic value of the total development.
(5) No mobile home may be placed on any lot on a temporary basis. Occupancy of any mobile home is not permitted unless sewer and water lines are installed, in conformance with Article VII, Section 8 hereof, and all mobile homes prior to their placement within the development must be approved by the Architectural Control Committee and/or the Developer.

Any owner of real property in said Plat shall have the right to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any covenant contained herein, either to prevent him or them from doing so or to recover damages or other dues for such violations.

Article VIII. GENERAL PROVISIONS

Section 1        Duration. The covenants and restrictions of this Declaration shall run with and bind on 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 of 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 lots, subject to this Declaration, including all lots in any still owned by the Developer or IRS successors or assigns, had been recorded, agreeing to change said covenants and restrictions in whole or in part, except Section 4 of Article 7 which shall be in perpetuity. Provided, however, that no such agreement to change notice of the proposed agreement is sent to every owner at least ninety (90) days in shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written 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 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 way affect any other provisions which shall remain in full force and effect.

The following restrictions are deemed necessary by the Central Michigan District Departments, and shall be perpetuity with the use of the land.
(1) Before any construction on a lot, a sewage disposal permit must be obtained from the Central Michigan District Health Departments. The Health Department shall have final authority of location of septic systems and wells.

(2) Lot 274 shall be combined with lot 273, and sold as 1 lot.

(3) Lot 226 and 227 combined with lot 225, and sold as 1 lot.

(4) Lot 228 shall be combined with lot 229, and sold as 1 lot.