

**RESTATED AND AMENDED RESTRICTIVE COVENANT AGREEMENT  
OF THE INTERLAKEN ASSOCIATION  
a Michigan non-profit corporation**

The Interlaken Association, a Michigan non-profit corporation, the registered office of which is 340 W. Circle Dr., N. Muskegon, MI 49445, and the owners (whose names and addresses are hereinafter listed under their respective signatures) in fee of all of the lots (as originally platted and as in some instances now divided) in the subdivisions known as Interlaken and Interlaken No. 1 (recorded respectively in Liber 7 of Plats, Page 32, and Liber 8 of Plats, Page 60, in the office of the Register of Deeds for Muskegon County, Michigan), situated and being in the City of North Muskegon, Muskegon County, Michigan, do hereby amend and restate the Restrictive Covenant Agreement with reference to the following facts:

WHEREAS, by various deeds of conveyance from the proprietor of the Plats of Interlaken and Interlaken No. 1 each and all of the lots therein are subject to, and the owners thereof, their heirs, executors, administrators, successors and assigns, are bound by restrictive covenants upon the use and occupancy of the lots and lands in said subdivisions until the year A.D. 2021; and

WHEREAS, on or about August 12, 1968 in Muskegon County Register of Deeds in Liber 899, Pages 409 -419 did adopt a Restrictive Covenant Agreement; and

WHEREAS, pursuant to said Restrictive Covenant Agreement an amendment could be adopted when executed by a majority of the owners of lots and lands in the subdivision; and

WHEREAS, the Board of Trustees desire to record a true copy of the declaration as adopted and executed.

NOW, THEREFORE, it is agreed that the following is a complete restatement and amendment of the Restrictive Covenant Agreement.

C.N. SESSIONS, Trustee, proprietor of the Plats and Subdivisions of Interlaken and Interlaken No. 1, THE INTERLAKEN ASSOCIATION, a Michigan non-profit corporation, and the owners in fee of all the lots (as originally platted and as in some instances now divided) in the subdivisions known as Interlaken and Interlaken No. 1 (Recorded respectively in Liber 7 of Plats, Page 32, and Liber 8 of Plats, Page 60, in the office of the Register of Deeds

for Muskegon County, Michigan), situated and being in the city of North Muskegon, Muskegon County, Michigan, do hereby enter upon an agreement binding among ourselves, our heirs, executors, administrators, successors and assigns, and say, that

WHEREAS by various deeds of conveyance from the proprietors of the Plats of Interlaken and Interlaken No. 1, each and all of the lots therein are subject to and the owners thereof, their heirs, executors, , administrators, successors and assigns, are bound by restrictive covenants upon the use and occupancy of the lots and lands in said subdivision until the year A.D. 2021, and

WHEREAS the undersigned, as the owners of all of the lots and lands embraced in said subdivision, believe it to be in the best interest of all of said owners and future development of said subdivisions to abrogate, cancel and nullify the restrictive covenants heretofore binding the owners of said lots and the use and occupancy thereof, and to hereby adopt and impose upon themselves, their heirs, executors, administrators, successors and assigns, restrictive covenants which are more beneficial and in keeping with the future development of said subdivisions.

IT IS THEREFOR AGREED:

We, the owners of all the lots and lands in said subdivision above described do hereby abrogate, cancel and nullify the restrictive covenants heretofore imposed upon and binding the use and occupancy of said lots and lands by various means conveyances from the proprietor of said plats, and his assigns, and in there place and stead do hereby make the following declarations as to the limitations, restrictions and uses to which the lots and lands constituting the subdivisions above described may be put, hereby specifying that said declaration shall constitute covenants to run with all the land in said subdivisions of both Interlaken and Interlaken No. 1, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners in both said subdivisions, this declaration of restrictions being designed for the purpose of keeping said subdivisions desirable, reasonably uniform and suitable in architectural design and use in herein specified:

1. All lots in said subdivision shall be known, described and used only for residential purposes, except that the following number lots are now in shall hereafter be used for the purposes specifically indicated: The "Recreation Park", so called, being within the Plat of Interlaken, described as: All of the land shown on the Plat of Interlaken as Park; and Lot 42 in the Plat of Interlaken No. 1, known as the Tennis Court and Recreation Beach, unless the status of such lots is changed by a unanimous vote of the property owners, in person or by proxy, at any annual or special meeting of the members of The Interlaken Association. Lot 27 in the Plat of Interlaken No. 1, heretofore restricted in use of and for the erection thereon of a Kindergarten, is hereby freed of such restriction and shall hereafter be known, described and used only for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any of said residential lots other than one detached single family dwelling, except for

servants, a private garage, a tool house, a summer house, or other similar auxiliary structure, or fences, in accordance with the following:

2. No dwelling, garage, tool house, summer house, fence, or other similar auxiliary structure shall be commenced, constructed, erected, or maintained, nor shall any addition to, change or alteration thereto which shall require a building permit be made until plans and specifications, showing the nature, kind, shape, dimensions, materials, floor plans, floor areas, and exterior elevations, location upon the site and approximate cost of such structure shall be submitted to and approved in writing by the Board of Trustees of The Interlaken Association, a Michigan non-profit corporation, or by a committee designated by such board of Trustees, and their successors in interest from time to time. The said Board of Trustees, or its designate, shall have the right to refuse to approve any such plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in so passing upon such plans it shall have the right to take into consideration the suitability of the proposed dwelling or other structure or addition, the materials of which it is to be built, its integrity of design, its size and arrangement, the estimated cost, its location upon the site, the harmony thereof with the surroundings, and the effect of the dwelling or other structure as planned on the outlook from adjacent or neighboring property. In the event an owner or prospective owner of a lot or lots in either Interlaken or Interlaken No.1 shall desire to commence, construct or erect a dwelling or other structure, or to make any addition to, change or alteration which shall require a building permit, he shall notify the president, secretary or treasurer of The Interlaken Association of his intention and advise such officer when such plan and specification therefore shall be available for consideration by The Board of Trustees, or its designate. It shall be the duty of such officer receiving such notice to call a meeting of the Board of Trustees, or its designate responsible for the consideration of such plans and specifications, within ten days following the date when such plans and specifications shall become available. It shall be the duty of The Board of Trustees, or its designate, to give prompt attention and consideration to such plans and specifications and to notify the owners of prospective owner of its approval or disapproval, in writing, within thirty days from the date such plans and specifications shall become available. In the event the Board of Trustees, or its designate, shall disapprove such plans its written disapproval shall carry with it the general reason or reasons therefor. Thereafter, the owner or prospective owner shall have the right to resubmit his plans and specifications, in the same manner, if it is reasonably anticipated that the objection stated may be corrected or overcome. If, however, the Board of Trustees, or its designate, shall fail to give in writing its approval or disapproval within the time limited such plans and specifications shall be deemed to have been approved. If written disapproval has been given the owner or prospective owner within the time limited the Board of Trustees shall, in the name of The Interlaken Association, have the right and duty to seek injunctive relief should such disapproval be violated to contravened, it being hereby declared that all other remedies are inadequate. Should the Board of Trustees fail to seek

injunctive relief within a reasonable time any other property owner or owners within Interlaken and Interlaken No 1 shall have the right to seek such relief.

3. The Interlaken Association, a Michigan non-profit corporation, is the owner of all the roads, paths, recreation lots, parks and beach located in both said subdivisions and is responsible for the control, management and maintenance thereof. All lots in the subdivision shall be subject to an assessment payable to The Interlaken Association, its successors or assigns, for the maintenance of the roads, paths, parks beach and for such public and community purposes as shall be determined by the membership of The Interlaken Association or its Board of Trustees, of its successors and assigns, it being understood that this assessment shall not in any year exceed the sum of \$50.00 as to the lots in the Plat of Interlaken, and the sum of \$25.00 as to the lots in the Plat of Interlocken No. 1, except in the event it shall be determined by a vote of the majority of the members of The Interlaken Association, in person or by proxy, at any annual or special meeting thereof, that an assessment shall be made against all the lots in said subdivisions , as originally platted and as in some instances now divided, in excess thereof for the year in which such meeting is held and for any number of years thereafter as may be approved by such meeting of the membership, provided that the notice of such meeting shall notify the members of the Association of such proposed additional assessment and that such proposal shall be considered and voted upon at such meeting.

Any assessment not received by the due date shall additionally be assessed a late charge of \$25. Any assessment not received within 30 days of the due date shall be assessed an additional late charge of \$50. Unpaid assessments, late fees and costs of enforcement shall constitute a lien upon the lot prior to all other liens except tax liens and sums upon a mortgage of record. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the lien that secures payment of assessments. The lot owner shall be responsible for all costs of collection including, but not limited to, reasonable attorney fees. Each lot owner shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement in that the Association is granted what is commonly known as a "power of sale".

4. No noxious or offensive activity shall be carried on upon any lot in either of said subdivisions.
5. No building, accommodation or structure of temporary nature or character whatsoever shall at any time be used as a residence upon any lot or lots in the subdivision.
6. After date hereof there shall be no alteration of boundaries or division of lots in said subdivisions, whether as originally platted or as now in some instances divided, unless there shall be approval of proposed alteration or division by unanimous vote of the Trustees of The Interlaken Association at a meeting held for that purpose, evidenced by the recording of a certified resolution of such approval.
7. No bituminous coal shall be used upon any lot in either subdivision.

8. Any approved dwelling or other structure shall, within twelve months following commencement of construction or erection, be completed and ready for occupancy, and within eight months thereafter the lawn area shall be prepared and seeded.
9. All roads and roadways so designated on the Plats of Interlaken and Interlaken No. 1 and dedicated to the use of the lot owners shall remain as so dedicated and these presents shall in no wise be construed as a dedication thereof to the public

These covenants are to run with the land above mentioned and as described in said plats and shall be binding upon all parties and all persons claiming under them until January 1, 2001, at which time said covenants shall be automatically extended for successive periods of ten years, provided that these covenants may be changed or amended, in whole or in part, at any time hereafter, by written declaration of such change or amendment adopted and executed by a majority of the owners of the lots and lands in said subdivision on the date of such adoption and execution. The recording of a true copy of such declaration as adopted and executed in the office of the Register of Deeds for Muskegon County shall be conclusive of such change and amendment and shall be binding upon all owners, their heirs, personal representatives, successors and assigns. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and affect.

The Board of Trustees of The Interlaken Association certify that this instrument constitutes and amended and completely restated declaration of the restrictive covenants of The Interlaken Association as adopted by written declaration of a majority of the owners of the lots in the subdivision.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seal on the day and year first above written.

The Interlaken Association

BY: \_\_\_\_\_  
Its:

STATE OF MICHIGAN        )  
                                      )ss.  
COUNTY OF MUSKEGON    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013,  
\_\_\_\_\_, \_\_\_\_\_ of The Interlaken  
Association, and executed the foregoing instrument and acknowledged that he executed  
this instrument as the free act and deed of said company.

\_\_\_\_\_  
Notary Public, Muskegon County  
My Commission Expires: \_\_\_\_\_  
Acting in Muskegon County

Prepared by and After  
Recording Return To: