



AMENDMENT TO DECLARATIONS OF RESTRICTIONS MIRROR LAKE NO. 1 AND MIRROR LAKE NO.2

6 This amendment to Declarations of Restrictions is made July 3, 2024 by Mirror Lake Association, a Michigan non-profit corporation, whose address is P.O. Box 127 Somerset Center, MI 49282 ("Association").

RECITALS

1. Mirror Lake No. 1 and Mirror Lake No.2 are platted subdivisions, which plats are recorded at Liber 23, Page 35, and Liber 24, Page 1, Jackson County Records.
2. The *Declarations of Restrictions* (collectively "Restrictions") pertaining to Mirror Lake No.1 and Mirror Lake No. 2, are recorded at Liber 750, Page 1278, and Liber 754, Page 133, Jackson County Records.
3. A *Judgment of Reformation*, effectively having amended the Restrictions, is recorded at Liber 1058, Page 834, Jackson County Records.
4. An Amendment to The *Declaration of Restrictions*, effectively having amended the Restrictions, is recorded at Liber 2149, Page 0765, Jackson County Records
5. The Association wished to amend the Restrictions, set forth in the *Declaration of Restrictions*, the *Judgement of Reformation*, and the *Amendment to the Declaration of Restrictions*, as more fully described below.
6. All affected lot owners have voted and approved, by a majority, this *Amendment to Declaration of Restrictions*, in writing, which records are maintained by the Association

AMENDMENT

The Declarations of Restrictions are amended as follows:

A. The existing Paragraphs 1-8, set forth in the *Declaration of Restrictions*, the *Judgement of Reformation and the Amendment to the Declaration of Restrictions*, are replaced and shall read as follows:

1. USE

Any dwelling (A dwelling is a home — where someone lives) erected on any lot in this subdivision shall be a private residence for use by the owner or occupant. Only one dwelling may be erected on a single lot and no part of said premises shall be used for commercial or manufacturing purposes, including short term rental (less than 6 months).

No trailer (camper / RV) or temporary structure shall be occupied within the subdivision at any time.

- a) Exceptions can be made if the property owner is in the process of building a dwelling. Property owners may live in a trailer on the property for the duration of the building permit. This exception is subject to receiving proper permits from Liberty Township.
- b) Exceptions can also be made when the property owner has friends and relatives visiting for no longer than 30 days.

No poultry or livestock shall be kept within the subdivision except household pets.

2. ABUTTING LOTS

For deed restriction purposes only, if a property owner has two or more abutting lots, the lots are considered a single parcel provided there is a dwelling on the parcel. The abutting lot is no longer considered a vacant lot. Lots across the street are considered abutting if the property lines are 50% or more in alignment.

3. TYPE, SIZE AND CONSTRUCTION

Any dwelling, garage/pole barn erected, placed or altered on any lot in this subdivision must be approved in writing by the *Building Control Committee prior to start of construction. Such approval will be made upon submission of satisfactory plans including a grid map showing location of structure on the lot. Any structure erected must conform to the following minimum standards:

- a) Any **dwelling** erected, placed or altered on any lot in this subdivision shall have a minimum enclosed living area of; Ranch type, one floor on slab or crawl space 850 square feet. Two levels, a frame, story and one—half, exposed basement 720 square feet above grade on ground floor.

- b) No dwelling shall be erected in excess of 1 & 1/2 story above grade on water front lots. The side which faces the street shall be considered to be the front of any dwelling erected in this subdivision.
- c) All construction materials must be new.
- d) All dwellings must have private inside bathroom facilities, including a septic system and well.
- e) All structures shall be completed on the exterior within six (6) months from start of construction including two (2) coats of paint or varnish on any exterior wood surfaces.
- f) Exterior walls must be finished with approved siding materials or if a concrete block is to be used as an exterior surface, it must be painted with two (2) coats of masonry paint.
- g) Any garage/pole barn or boat house must conform in appearance to the dwelling on said lot or abutting lot. A garage/pole barn may be placed on an abutting lot if all other requirements are met. Property owners are discouraged from selling abutting lots with a stand-alone garage / pole barn separate from the lot containing the dwelling. Doing so could jeopardize both owner's membership privileges.
- h) Any garage or car shelter erected on any lake front lot must be attached to the dwelling.
- i) Any fence erected must be approved by the Building Control Committee and in no case shall a fence be erected closer than 25 feet to the front lot line.
- j) All septic tanks or other devices for the sanitary disposal of waste shall be installed in compliance with County Health Department regulations. A grid map of the lot showing location of well and septic tank is to be sent to the Jackson County Health Department, or other designated authority.
- k) No unsightly receptacles for the storage or disposal of garbage or trash, including extraneous material shall be placed on any lot in the subdivision. Exceptions are granted in the case of building or altering a structure. Exceptions will expire when construction is finished or the building permit expires. No licensed or unlicensed, and /or inoperable vehicles shall be stored or placed on any association lot or road.

- The Building Control Committee shall consist of three (5) members appointed by the MLA Board of Directors. At least one (1) member shall be a member of the Board of Directors and at least two (2) members shall not be Board of Director members. In the event of the resignation or

death of any member, the remaining members shall appoint a replacement. The Building Control Committee shall approve plans for all structures erected in this subdivision. The Committee may reject any plan because of too great a similarity to nearby existing structures.

4. DOCKS

Any dock erected shall not extend more than 35 feet out from the water's edge,

5. EASEMENTS

Easements for the installation and maintenance of public utilities or drainage facilities are reserved along and within 5 feet of all rear, front and side lot lines in this subdivision. Such other easements are hereby reserved to enter upon the premises if necessary to construct, operate and maintain any other public improvements, pipes, poles, wires, etc., whether under or above ground.

It shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within the 5 foot easement.

If an owner of two adjoining lots erect a building in the center of the two lots so that the building sits on the common lot line, the sideline restriction mentioned above shall automatically be inoperative as to the line upon which the building is erected.

6. VARIANCES

The purpose of the foregoing restrictions is to insure the use of the entire plat for attractive residential purposes, to prevent nuisances, to prevent imperilment of the attractiveness of the property, to maintain the desirability of the community and thereby to secure each property owner the full benefits and enjoyments of his home with no greater restrictions 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 within restrictions shall be considered** by the Building Committee, and if so approved, they will then be submitted in writing to the abutting lot owners, and if so consented to in writing shall be recorded and when recorded shall be binding as the original restrictions.

7. INVALIDATION

These covenants shall run with the land and shall be binding on all parties claiming under them for a period of 20 years and shall be extended for successive periods of ten years unless and prior to the expiration of any such ten year period, an instrument signed by the owners of record of a majority of

lots in the subdivision has been recorded changing or modifying said covenants in whole or in part.

Invalidation of any one of these covenants by judgment or decree shall in no way affect any of the other provisions hereof which shall remain in full, force and effect.

8. MAINTENANCE FUND

In order to maintain and improve Mirror Lake, on April 1st of each year, lot owners shall pay \$100.00 per lot in annual dues. In the event that a lot owner owns more than one lot, \$100.00 shall be paid for the first lot and \$80.00 shall be paid for each additional lot in annual dues. The annual dues set forth herein shall be paid to the Mirror Lake Association or its designated successors or assigns. Annual dues collected by the Association constitute the maintenance fund, which funds shall be used for lake, dam and park maintenance, and such other purposes as will maintain or improve Mirror Lake. Payment of annual dues grants the lot owner access to the boat launch and all lake privileges. Annual dues shall be a lien on each lot and, if not paid by June 1st of each year, may be denoted by an affidavit recorded with the Jackson County Register of Deeds, and said lien may be enforced as are real estate mortgages through foreclosure by advertisement or judicial foreclosure.

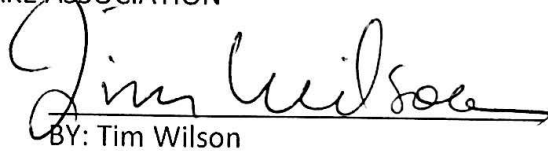
B. The balance of the *Judgment of Reformation* is unchanged and remains in full force and effect.

C. This Amendment shall be immediately effective as of the date of execution.

D. The terms of this Amendment shall supersede any contrary provision of the *Declaration of Restrictions* and the *Judgement of Reformation*.

DATED: July 3, 2024

MIRROR LAKE ASSOCIATION

A handwritten signature in black ink, appearing to read "Tim Wilson", is written over a horizontal line.

BY: Tim Wilson

Its: President, Mirror Lake Association

STATE OF MICHIGAN

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COUNTY OF

Hillsdale

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DEBRA LEE
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF HILLSDALE
My Commission Expires June 10, 2030
Acting in the County of Hillsdale

On this 3rd day of July, 2024, before me personally appeared Tim Wilson,
President of Mirror Lake Association, a Michigan non-profit corporation, on behalf
of the corporation.

Debra Lee

Hillsdale County, Michigan

My commission Expires: June 10, 2030

& Drafted by

Return to:

Mirror Lake Association

PO Box 127

Somerset Center, MI 49282-0127

Julie Collins

MLA Treasurer

SM
9-18-24

