

WOODBLOFF SUBDIVISION  
UNIFORM PLAN OF RESTRICTIONS

LIBER 253 PAGE 351

WHEREAS, Mackinac Island Development Company ("the Company"), desires to establish a uniform plan of restrictions for the lots in the subdivision Woodbluff as recorded in Liber 4, Page 70-73, of Plats, Mackinac County, Michigan.

NOW THEREFORE, the Company, does hereby agree with the purchasers of lots in said subdivision that all such land shall be sold and conveyed subject to the following agreements, easements and covenants and restrictions, which are hereby declared and imposed upon all said lots and are declared to run with the land and relate to the entire subdivision, and shall thereby provide a uniform plan for the improvements of the entire subdivision; and which agreements, easements, covenants and restrictions, except such easements as are specifically stated to be perpetual, shall be operative up to and until January 1, 1995, at which time said agreements, easements, covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless by vote of the majority of the owners of the lots it is agreed to change said agreements, easements, covenants and restrictions in whole or in part.

1. WOODBLOFF ASSOCIATION, INC.

Each of said owners and all subsequent owners of each lot, agree for themselves, their heirs and assigns, to maintain membership in Woodbluff Association, Inc., (hereinafter referred to as "Association"), so long as they are owners of said premises, to be bound by and comply with all of the rules, regulations and restrictions from time to time adopted by the Association, and land sales shall be made only to a member of the Association; provided, however, that this Paragraph shall not apply to sales by a financial institution, savings and loan association, or insurance company authorized to do business in Michigan, subsequent to foreclosure or forfeiture proceedings.

2. ASSIGNMENT BY CORPORATION

The Company may at any time, but is not obligated to do so, transfer all of its rights, privileges and obligations under these restrictions to said Association.

STATE OF MICHIGAN } RECORDED 18th DAY  
COUNTY OF MACKINAC } April A. D., 1980 AT 1:5  
O'CLOCK P.M. Agnes M. LaRoe

3. USE OF PROPERTY

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than for the purpose of one single dwelling.

4. BUILDING SITES

Only one dwelling and a private storage building attached or detached shall be erected on each lot. In cases where lots or portions of them may be combined by single owners to make a building site, such combined building site shall be considered as a single lot for the purpose of these restrictions, but no such building site formed by such combination or any subsequent division of any such combination shall result in any lot of lesser area than the smallest of the original lot or lots involved in such original combination.

5. BUILDING LINE

No residence or portions thereof shall be erected, placed or permitted to remain on any lot closer to the front, side or rear property line thereof as hereinafter set forth. Attached storage buildings connected to the residence either directly by a breezeway or otherwise shall be considered as part of the residence and shall be erected within the front, side and rear building lines. The entrance to the storage buildings will be shown on the plans to be submitted as hereinafter set forth, and shall be subject to written approval prior to construction, by the Company.

Projections forming part of the body of the residence structure, excluding open and uncovered porches or steps, but including glassed or screened in porches, shall be considered as part of the residence structure, and shall also be erected within the front, side, and rear building lines when approved by the Company in writing. Front, side and rear property lines shall in each instance be submitted and approved by the Company in writing, prior to construction, all to the end that there shall be preserved, so far as possible, the view from existing or prospective dwelling of the other lot owners in said subdivision, and subject thereto such building line shall generally conform to the requirements of the zoning ordinance of the City of Mackinac Island, Michigan, as the same may from time to time provide.

## 6. GRADE

The grade of the respective lots shall be maintained in harmony with the topography of the subdivision and with respect to the adjoining lots, and shall be finished and maintained in such manner as to avoid soil erosion. The desired finished grade elevation will be shown on the plans submitted for approval, and will be subject to the decision of the Company as it elsewhere herein set forth.

## 7. CHARACTER OF BUILDING

(a) No building shall be erected on any lot except a single, private dwelling to be occupied by not more than one (1) family, for residence purposes only, and a private storage building. A one-story dwelling, or a multi-level dwelling, shall have a main or ground floor area of not less than 1,250 square feet of finished living area. In computing the main or ground floor area of a multi-level dwelling, all finished living areas located above grade level shall be included in such computation; provided, however, that if any of the levels overlap each other, the square footage of only one such portion of overlapping areas shall have not less than 1,500 square feet of finished living area. Living area shall not include any basement, porch, breezeway, or entranceway, but may include any finished living area which is above such porch, or breezeway. The Company may in its sole discretion reduce the square footage requirements in situations it deems to warrant such change.

(b) Nothing herein shall be construed as restricting the finishing of basement space for living quarters in multi-level homes.

(c) All dwellings and private storage buildings shall be generally in the style of Victorian architecture and shall be subject to approval by the Company in writing as is herein elsewhere provided. Exterior paint colors must also be approved in writing by the Company.

## 8. EASEMENTS

(a) A perpetual easement is reserved for the benefit of the lots in the subdivision for the installation and maintenance of electrical lines, and other public utilities and drainage, at such locations as the Company shall determine necessary, desirable and to the best interests of the subdivision and participating owners, subject, however, to the condition that when such easements and locations have been determined and developed, they shall be placed at locations where

no permanent structures have prior thereto been erected.

(b) A perpetual easement is reserved in favor of the Company, its agents, successors and assigns, for the benefit of and as a burden to the lots in the subdivision for the purpose of cutting and trimming such trees and undergrowth on the lots in the subdivision as, and in such manner as, the Company in its absolute discretion may from time to time determine for the purpose of preserving in the lots in the subdivision such quality of view, as, in the opinion of the Company shall have existed at the time of the recording of these Covenants and Restrictions, such easement to permit the Company, its agents, successors, and assigns ingress and egress over, and upon the lots in the subdivision together with such vehicle and equipment as may, in the opinion of the Company, may be necessary or desirable to accomplish the purpose for which the easement is reserved.

(c) A perpetual easement is granted to the City of Mackinac Island for the benefit of the lots in the subdivision and other real property in the City, for the installation and maintenance of a sanitary sewer system or other public utilities. Such easement shall consist of all roadways, plus an area ten (10) feet from each lot line, plus such other reasonable area as is necessary for installation, construction, maintenance and repair. The easement granted in this Paragraph is in addition to other easements provided for in this Agreement.

#### 9. SANITARY SEWAGE DISPOSAL

The owner of each lot prior to the improvements thereon and the construction of any permanent structure thereon shall be required to satisfy the Company as to the installation of the necessary septic tank installation, or similar, which shall meet with the approval of the governmental agencies having jurisdiction over the subject property, if and when sewage lines or other sanitary sewage disposal system shall become available for the use of the subdivision, the owners of each of the lots agree to participate in such program including, without limiting the generality of the foregoing, the creation of the Company such district is necessary or desirable, and connect into such system, and for that purpose and for the purpose of the installation of the other utilities to which reference is above made, and do reserve a twelve (12) foot easement at the front and rear of each lot, within which such installation may be placed. Each of the owners of each of the lots shall pay his proportionate cost of the installation of any

such utilities provided to be installed to service the entire subdivision. However, installations within each of the lots to service such lot shall be at the sole cost and the obligation of the owner thereof.

10. COMPANY APPROVAL

The Company shall be vested with the powers, duties and responsibilities herein set forth. No building or other structure shall be commenced, erected or maintained on any land or lot forming a part of this subdivision, nor shall any addition to, change or changes, alteration or alterations thereof be made unless and until the plans and specifications relating thereto, including the plans and specifications relating thereto, including the location, site plan, grading plan and ground layout of the land to be built upon, shall have first been submitted to and approved in writing by the Company, which shall indicate its approval or rejection within a reasonable time but not later than sixty (60) days from the date of submission, the same to be in writing. The failure of the Company to indicate its approval or rejection in writing, within that time, shall be tantamount to an approval after the expiration of that period, provided the other restrictive provisions herein contained are adhered to. The approval by the Company of the proposed construction or improvements to be placed upon any specific lot shall not be construed as an approval of like plans for a building or structure to be located on any other lot.

Without limiting the generality of the foregoing plans submitted to the Company for approval shall include a floor plan, wall section detail plan, an elevation plan, sanitary sewage disposal plans, together with evidence of approval of the governmental authority having jurisdiction over such subject and location, and landscaping and fencing plans all prepared and submitted in accordance with such procedures as the Company may from time to time adopt.

11. NO OCCUPANCY PRIOR TO COMPLETION

All dwellings shall be substantially complete in all respects before occupancy.

12. FENCES

No fences, hedges, shrubbery or trees shall be constructed or planned, as the case may be, unless for

decorative purposes and unless approved in writing by the Company.

13. UNDERGROUND INSTALLATIONS

All utility leads such as electrical service and telephone service shall be constructed underground.

14. TREE REMOVAL

Except as provided for in Paragraph 8 (b) hereof, no growing trees that exceed 18 inches in circumference (measured at two (2) feet above the ground), and which do not directly interfere with the permanent building upon said premises, shall be cut down without the written consent of the Company. All existing natural cover (wild flowers, ground cover, shrubs, etc.) shall be preserved wherever possible and practical.

15. GROUND COVER

In the interest of preserving the existing stabilized condition of natural slopes, the owners shall maintain ground cover to prevent water and wind erosion to the said premises.

16. OUTSIDE STAIRWAYS, ETC.

No stairways, ladders, slides, elevators, lifts, etc., shall be constructed on the side of any steep slopes without written consent of the Company.

17. TEMPORARY USE

Except with the approval of the Company, lot owners at no time shall keep or permit to be kept on the premises or on the private ways any truck, house-trailer, truck camper, mobile home, boat or boat trailer. No materials or equipment shall be present, or stored upon said premises except only during the actual construction of the permanent improvements upon any lot or lots, and in no event for a period longer than six (6) months.

18. MAINTENANCE OF PROPERTY

All portions of lots lying in front of building line as heretofore set forth shall be used only for walk, driveway and ornamental purposes. Both prior to and subsequent to construction upon each lot, the owner thereof shall at all times keep said property free of debris and underbrush.

19. SIGNS

No sign of any kind shall be displayed to public view on any lot except one sign of not more than five (5) square feet, advertising the property for sale or rent, or signs used by a builder to advertise property during the construction and sales period, while such builder is in the process of constructing or selling homes, or owner identification signs approved in writing by the Company.

20. LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that with written approval by the Company, which approval the Company may in its sole discretion revoke at anytime, dogs, cats or other household pets, may be kept, provided they are not kept, bred, or maintained for any commercial purposes.

21. SEVERABILITY OF PROVISIONS

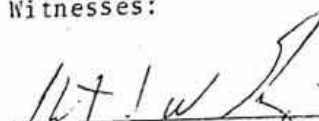
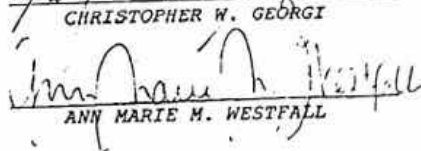
Invalidation of any of the covenants, conditions or limitations in the instrument contained by Judgement or Court Order, shall not in any way affect any of the other covenants, conditions, and limitations which shall remain in full force and effect.

22. ENFORCEMENT OF RESTRICTIONS


These covenants and restrictions shall be enforced by the Company or the Association and if any person shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any other person or persons owning any lot or building site in said subdivision to prosecute any proceeding at law or in equity against such person or persons, either to prevent them from so doing or to recover damages for such violation.

Also, subject to other easements or restrictions of records, if any. Dated this 18<sup>th</sup> day of April A.D., 1980.

Witnesses:

  
CHRISTOPHER W. GEORGI  
  
ANN MARIE M. WESTFALL

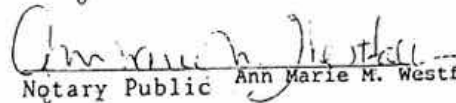
Signed:

Mackinac Island Development Co.  
  
By: GEORGE A. STAFFAN  
General Partner

STATE OF MICHIGAN )  
COUNTY OF CHARLEVOIX ) SS.

On this 18<sup>th</sup> day of April A.D., 1980,  
before me personally appeared George A. Staffan to me  
personally known, who being sworn, did say, that he is  
the General Partner of the Company named in, and which  
executed the within instrument, and said George A.  
Staffan acknowledged said instrument to be the free act  
and deed of said Company.

My commission expires: February 7, 1983.

  
Notary Public Ann Marie M. Westfall



copy

RECEIVED APR 29 2016

ASSIGNMENT OF RIGHTS

The undersigned, as Legal Guardian of George Staffan, General Partner of Mackinac Island Development Company (hereinafter referred to as MIDC), hereby transfers any and all rights, privileges, and obligations, MIDC may have pursuant to a Uniform Plan of Restrictions for the Woodbluff Subdivision, Mackinac Island, Michigan, recorded at Liber 253, Pages 350-358, recorded with the Clerk in Mackinac County, Michigan to the Woodbluff Subdivision Association (previously known as Woodbluff Association, Inc.) pursuant to Paragraph 2, titled, "Assignment by Corporation" of the Uniform Plan of Restrictions referenced herein.

Mackinac Island Development Company

ELIZABETH A DENOYER  
Notary Public - Michigan  
Leelanau County  
My Commission Expires Mar 27, 2018  
Acting in the County of Grand Traverse

BY: Susan Wipperman  
Susan Wipperman, Legal Guardian of  
George Staffan, General Partner of  
Mackinac Island Development  
Company

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Subscribed and sworn to before me this 15<sup>th</sup> day of April, 2016.

Elizabeth A Denoyer  
Notary Public

DEBORAH M. HOLLE  
MACKINAC COUNTY REG. OF DEEDS  
Liber: 813 Page: 291 - 291 Pages: 1  
Recorded Date: 04/29/2016 Time 13:43:20  
RECORDING FEE: 14.00

Woodbluff Subdivision Association

BY: Michael J. Schulte  
Michael J. Schulte, Secretary of  
Woodbluff Subdivision Association

Subscribed and sworn to before me this 29 day of April, 2016.

BRENDA BUNKER, Notary Public  
Mackinac County, State of Michigan  
Acting in the County of Mackinac  
My Commission Expires: 07/21/2018

[Signature]  
Notary Public