

FOR

"MOUNTAIN VIEW SUBDIVISION"

CLARENCE BLACKBURN
REGISTER OF DEEDS
LIVINGSTON COUNTY, MICH.

WHEREAS, the undersigned are all of the owners or persons having any interest in the premises in the Township of Genoa, County of Livingston, State of Michigan, described as follows, to wit:

Lots 1 through 45, inclusive, of "Mountain View Subdivision", a subdivision of a part of the Southwest 1/4 and the Southeast 1/4 of Section 23, Town 2 North, Range 5 East, Township of Genoa, Livingston County, Michigan, according to the plat thereof as recorded in Liber 15 of plats, Pages 38, 39 and 40, Livingston County Records;

TRUE COPY
JULIA C. BLACKBURN
REGISTER OF DEEDS
LIVINGSTON COUNTY

WHEREAS, it is the intent and purpose of the undersigned parties to subject the said "Mountain View Subdivision" to certain building and use restrictions, covenants, conditions, obligations, reservations, rights, powers and charges, as hereinafter set forth, and that the same shall be deemed covenants running with the land.

NOW THEREFORE, for a valuable consideration and in consideration of the agreement of the others, and of the plan and purpose of said subdivision, and to the end that the said subdivision may be restricted in its use so that it may develop into a residential community of the highest type, and in order to make said building and use restrictions, covenants, conditions, obligations, reservations, rights, powers and charges, binding and in full force and effect on all of the above-described premises, and upon present and future owners and occupants of the same, the undersigned do hereby certify, declare and agree that all of the above premises shall, if and when conveyed, be subject to and charged with all of the building and use restrictions, covenants, conditions, obligations, reservations, rights, powers and charges as hereinafter set forth in this instrument, and the recording of this instrument in the office of the Register of Deeds for Livingston County, Michigan, shall be notice of the same to all subsequent purchasers of said premises, or any part thereof.

1. Use. All of the lots in the said subdivision shall be used only for private residence purposes, and no structure shall be erected, altered or permitted to remain on any residential lot other than one single private family dwelling which shall be used solely for the owners or occupants thereof. Each such dwelling shall be constructed with an attached private garage, and no detached garages shall be permitted. No dwelling shall be less than one story nor more than two stories in height; provided that this limitation shall not preclude the use of tri-level designs for dwellings.

2. Architectural Control Committee. No building shall be erected, placed or altered on any lot in the said subdivision until the building plans, specifications, finished ground elevation plans, i.e., "grading plans", and plot plan (showing the location of the building on said lot) have been approved in writing by the Architectural Control Committee. In reviewing said plans, specifications, grading plans and plot plan the said Committee shall take into consideration the suitability and conformity of the proposed building, its exterior design, location and finished ground elevation to existing and proposed buildings in said subdivision, the harmony thereof with the surroundings, compliance with the provisions hereof and the effect of the building on the adjacent and neighboring property, for the purpose of causing the subdivision to develop into a beautiful, harmonious, private residential area. The said Architectural Control Committee shall be composed of Donna M. McNew and

Harry Brody, with either having authority to approve said plans, said specifications, said grading plans and plot plans. In the event that they, or either of them, shall die or resign, they shall have the right to designate their successor or successors, and shall do so in writing. In the event that one of them shall die or resign without so designating their successor, the remaining member shall have full authority to act as such Committee or to designate a representative or representatives with like authority. In the event that the said Committee or its designated representatives shall fail to approve or disapprove any plans, specifications, plot plan, or finished ground elevations as aforesaid within thirty (30) days after the same shall have been submitted to the Committee, or in any event if no suit to enjoin the erection of such construction or the making of such alteration, shall have been commenced, prior to the completion thereof, such approval shall not be required and this covenant shall be deemed to have been complied with, so long as the plans, specifications, plot plan, and finished ground elevation shall conform to or be in harmony with the existing structures in said subdivision and all of the covenants set forth in this instrument. The powers and duties of the Architectural Control Committee shall terminate at 11:59 p.m., on the 31st day of December, A.D., 1997. Thereafter, the approval of the Architectural Control Committee shall not be required for any purpose unless, prior to such date and effective thereon, a written instrument shall be executed by a majority of the then record owners of all of the lots in the said subdivision, and duly recorded, appointing a representative or representatives who shall thereafter exercise the powers herein granted to the Architectural Control Committee.

3. Size of Dwelling. No residence or dwelling shall be erected or constructed on any lot which has a living floor space, exclusive of basements, garages, attics, breeze-ways, porches and similar areas not normally classified as living areas, of less than the following square footages:

(a) One story dwelling - Not less than fourteen hundred square feet.

(b) Two story dwelling - Not less than one thousand square feet on the first floor thereof and eight hundred square feet on the second floor thereof and not less than a total of eighteen hundred square feet.

(c) One and a half story dwelling - Not less than eleven hundred square feet on the first story and not less than sixteen hundred total square footage.

(d) Tri-level dwelling - Not less than twelve hundred fifty square feet, exclusive of basement and lower level.

4. Lot Size or Consolidation. No lot shall be reduced in size by any method whatsoever, and no more than one single family dwelling shall be erected on any single lot. Lots may be enlarged by consolidation with one or more adjoining lots under one ownership. In the event one or more lots are developed as a unit, all restrictions herein contained shall apply as to a single lot.

5. Exterior Materials. All dwellings shall have finish exterior materials consisting of brick, brick veneer, wood or aluminum, but no other materials may be used for such purpose with the approval of the Architectural Control Committee.

6. Basement. All houses shall have full or partial basements of at least 25% of the first floor area (with the lower level of a tri-level dwelling to be treated as such basement level if desired), unless the water table does not permit or a change is approved by the Architectural Control Committee.

7. Building Location. No dwelling shall be placed less than forty (40) feet from the front property line, ten (10) feet from each side lot line, or thirty-five (35) feet from the rear lot line, except for front set-backs allowed in the zoning ordinance of the Township of Genoa for irregularly shaped lots, which set-backs shall be applicable. All dwellings constructed on corner lots shall be built not less than thirty (30) feet from the side street lot line. Garages for all dwellings shall be subject to the same minimum location requirements as dwellings in the subdivision.

8. Garages. As aforesaid, each dwelling shall have an attached garage. Such garage shall not be included in the square foot area requirements for size of dwellings under these restrictions. All attached garages shall be for not less than two (2) cars, unless otherwise approved by the Architectural Control Committee.

9. Septic Tanks. Septic tanks for the disposal of sanitary sewerage shall be installed for each dwelling, until such time as sanitary sewers shall be installed, whereupon either such septic tanks or said sanitary sewers shall be utilized for such purpose. No septic tanks or septic fields shall be constructed nearer than ten (10) feet to any boundary line of any lot and no septic tank, septic field or means of sewerage disposal shall be installed until approved by the lawfully constituted and authorized public health and governmental authorities having jurisdiction thereof.

10. Grading. See Paragraph 2 hereof.

11. Temporary Structures. No temporary building or structure, trailer, mobile home, tent, shack, barn, or temporary building of any design whatsoever shall be permitted within said subdivision, and no temporary occupancy shall be permitted in any unfinished residential building; Provided that the foregoing shall not prevent the use of a trailer or any temporary structure for office or storage purposes during the period of construction in said subdivision. Boats shall be stored within enclosed garages unless otherwise permitted by the Architectural Control Committee. No outbuildings shall be constructed without the approval of the Architectural Control Committee.

12. Swimming Pools. Swimming pools shall be constructed only after submission of plans and specifications therefor showing dimensions, location of lot, screening and all other aspects thereof to the Architectural Control Committee for approval. The same may include appurtenant buildings if approved by the Architectural Control Committee. Plans shall include proposed safety fencing. The Architectural Control Committee in passing upon the foregoing shall be governed by the same principles as relate to their approval of plans and specifications for construction of dwellings, as set forth in Paragraph 2 hereof.

13. Moving of Dwellings. No dwellings or other buildings may be moved onto any lot or lots in this subdivision, other than temporary storage or office facilities to be used during the period of construction only.

14. Completion of Construction. In the event that the owner or owners of any lot in said subdivision shall commence construction thereon, and that thereafter, the same shall remain in an incomplete condition for a period of more than one (1) year without construction continuing thereon for any reason other than strikes or labor disturbances, material shortages, acts of God or other reasons beyond the control of the owner or owners, then the Architectural Control Committee, or its authorized representative, is authorized and empowered either to tear down and clear from the premises the uncompleted portion of such structure, or to complete the same at its discretion, and in either event the expense incurred shall be charged against the interest of the owner or owners thereof and shall be a lien upon said land and premises. In the event of any damage or destruction as a result of fire, wind or other cause, the owner or owners shall proceed to remove all ruins and debris as rapidly as possible and to either fully reconstruct or totally remove all of the same from the premises in question, but in the event that such activities are not completed within one (1) year after the occurrence of such damage or destruction, then the Architectural Control Committee, or its authorized representative, is authorized and empowered either to tear down and clear from the premises the damaged or destroyed portion thereof or to complete the same at its discretion, and in either event the expense incurred shall be charged against the interest of the owner thereof and shall be a lien upon the said premises.

15. Rubbish. No lot shall be used or maintained as a dumping ground for rubbish or other material. Trash, garbage or other wastes shall not be kept except in sanitary containers, properly concealed from public view, except on pick-up days.

16. Nuisances. No business, trade or similar enterprise of any kind or nature whatsoever shall be conducted or carried on upon any lot or lots in said subdivision. No noxious or offensive activity shall be carried on upon any lot in said subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

17. Animals. The raising, keeping or maintaining of livestock, poultry and like animals is strictly prohibited, as is the maintaining of horses and other similar animals; Provided that cats, dogs and pets of like character may be kept or maintained on the said premises when such keeping or maintaining shall not constitute a nuisance. Further, no animal shall be kept on any portion of said premises for any commercial purpose.

18. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than ten (10) square feet advising that the property is for sale or rent; Provided, that any builder or developer of any dwelling in said subdivision may install a sign of not more than two hundred (200) square feet during the period of construction for advertising the property and may maintain the same until all dwellings so constructed have been sold. All such signs as are allowed must be maintained in good condition at all times and must be removed on termination of their use. Other and larger signs may be approved by the Architectural Control Committee upon presentation of data indicating that the same will aid in the development of said subdivision in accordance with the principles herein set forth.

19. Fences. No fence, wall or like structure shall be commenced, erected or maintained upon any lot nor shall any addition, change or alteration be made in any of the same, unless approved by the Architectural Control Committee in accordance with the provisions hereinabove set forth, other than as provided in Paragraph 12 hereof.

20. Easements. Easements and rights of way are hereby reserved for all utility purposes as shown on the plat of the said subdivision, or any amendments thereto. No structures or driveways shall be located thereon. No excavations or changes of finished grade shall be allowed within such easements or rights of way. The public utilities shall have the right to trim or remove trees, bushes, or other plants of any kind within said easement and also shall have the right to trim the roots and foilage which shall grow into the easements belonging to trees, bushes or other plants of any kind lying outside of said easement, and which, in the opinion of the utilities, interferes with the facilities therein or is necessary to the installation, reinstallation, modification, repair, maintenance or removal of any facilities therein. The public utilities shall incur no liability for its trimming or removal of such trees, shrubs, plants or roots for the purposes above set forth, but shall otherwise place the said easement and right of way in proper finished grade condition with grass thereon, if the area in question had finished grade and grass thereon prior to the activities of such utilities. No property owner shall make any change in any grade or alter any ground conditions near the easements or right of way, including drainage, when in the opinion of the utility concerned, the same shall interfere with the facilities already installed therein. Any easements hereafter granted in said subdivision shall be subject to the limitations and restrictions set forth in this paragraph.

21. Association. A non-profit corporation shall be formed under the laws of the State of Michigan to hold legal title to the "Mountain View Park" of 6.221 acres situated within the "Mountain View Subdivision." This corporation shall be known as the "Mountain View Improvement Association, Inc." and its purpose shall be to hold title to, maintain and establish rules for the use of the park site for the benefit and enjoyment of all of the lot owners in said subdivision. Purchasers of lots, whether by deed or under land contract, shall automatically become members of said Association. Although the "Mountain View Improvement Association, Inc." will hold title to "Mountain View Park" of 6.221 acres, the property taxes relating thereto shall be levied as an additional amount on the individual lots in the "Mountain View Subdivision" on a pro-rata basis of one/forty-fifth (1/45) of the park assessment being allocated to each lot. Further, any sums required for the activities of said corporation and to maintain the park area, shall be determined by said corporation and paid by the owners of the lots in said subdivision to the corporation on a pro-rata basis with one/forth-fifth (1/45) being allocated to each lot, and the same shall be a lien upon each such lot enforceable by said corporation until the same shall be paid.

22. Term. The terms and conditions of the covenants set forth in this instrument shall, unless otherwise herein set forth, be binding upon and inure to the benefit of all persons or entities

TRUE COPY
JULIA C. BLACKBURN
DEEDS

LIBER 823 PAGE 399

owning or having an interest in said subdivision or any part thereof, and all persons claiming under them, for a period ending 11:59 p.m. on the 31st day of December, A.D., 1997, after which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the owners of the lots in said subdivision has been recorded, agreeing to amend, alter, change or rescind the same in whole or in part at any time within one (1) year prior to such date or at any time after such date; Provided that the rights herein granted to any utilities shall not be terminated without the consent of the utilities concerned and that no such amendment, alteration or change shall be binding upon the undersigned, or any of them, without their prior written consent.

23. Enforcement. Enforcement of these covenants and building and use restrictions shall be by proceedings in a civil action against any person or entity violating or attempting to violate any covenant or provision hereof, such action being to either restrain and enjoin violations thereof or to recover damages therefor, or both. Failure to enforce any of the covenants or provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter, as to the same breach or as to any breach occurring prior or subsequent thereto. Violation of any covenant, condition or restriction or breach of any of the same as herein contained shall, unless otherwise herein set forth, give to the undersigned, in addition to all other remedies, the right to enter upon the land as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection or other violation that may be or exists thereon contrary to the intent and provisions hereof, and the parties hereto shall not thereby become liable in any manner for trespass, abatement or removal.

24. Severability. Invalidation of any one of these covenants by judgment, court order or otherwise shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect. Each restriction herein is intended to be severable for such purpose.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on the 9th day of November, A.D., 1972.

In the presence of:

Mildred Duff
Mildred Duff
Eugene F. Nelson
Eugene F. Nelson

PERCY H. GARDHOUSE (L.S.)
HELEN E. GARDHOUSE, his wife
GERALD C. MCNEW (L.S.)
DONNA M. MCNEW, his wife (L.S.)
CHARLES E. DRURY (L.S.)
JUDY DRURY, his wife (L.S.)
HARRY BRODY (L.S.)

RECORDED
NOV 11 1972
11:00 AM

STATE OF MICHIGAN)
COUNTY OF WAYNE) ss.

On this 9th day of November, A.D., 1972,
before me, the subscriber, a Notary Public, personally appeared
PERCY H. GARDHOUSE, HELEN E. GARDHOUSE, his wife; GERALD C. MCNEW,
DONNA M. MCNEW, his wife, CHARLES E. DRURY, JUDY DRURY, his wife,
HARRY BRODY, and ANN BRODY, his wife, to me known, who being by
me duly sworn, did say that they had executed the foregoing in-
strument and acknowledged the same to be their free act and deed.

Eugene F. Nelson
Eugene F. Nelson Notary Public

Wayne County, Michigan

My commission expires: 1/3/75

Drafted by:

✓ Stephen A. Bromberg
Bromberg & Robinson
900 Northland Towers East
Southfield, Michigan 48075

After recording, return to: Drafter

TRUE COPY
JULIA C. BLACKBURN
REGISTER OF DEEDS
LIVINGSTON COUNTY

RECORDED
NOV 11 1972
LIVINGSTON COUNTY

0017

1997 DEC 18 P 4: 37

NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48843

59/2

CERTIFICATE OF EXTENSION OF AUTHORITY
OF ARCHITECTURAL CONTROL COMMITTEE FOR
MOUNTAIN VIEW IMPROVEMENT ASSOCIATION, INC.

This Certificate of Extension of Authority of Architectural Control Commission of Mountain View Improvement Association, Inc., a Michigan nonprofit corporation, whose address is 6483 Grand Circle Drive, Brighton, Michigan pursuant to paragraph 2 of the Agreement and Declaration of Restrictions for Mountain View Improvement Association, Inc. recorded in Liber 623, Page 391-397, Livingston County Register of Deeds as follows:

RECITALS

On or about November 9, 1972, the proprietors of Mountain View Improvement Association, Inc. adopted an Agreement and Declaration of Restrictions for Mountain View Improvement Association, Inc. located in Genoa Township, Livingston County, Michigan and described as follows:

Lots 1 through 45, inclusive, of "Mountain View Improvement Association, Inc.", a subdivision of a part of the Southwest $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of Section 23, Town 2 North, Range 5 East, Township of Genoa, Livingston County, Michigan, according to the plat thereof as recorded in Liber 15 of plats, Pages 38, 39 and 40, Livingston County Records.

That the Agreement and Declaration of Restrictions for Mountain View Improvement Association, Inc. was recorded in the Livingston County Register of Deeds on November 10, 1972 in Liber 623, Pages 391-397.

That paragraph 2 of the Agreement of Declaration of Restrictions for Mountain View Improvement Association, Inc. established an Architectural Control Committee for the subdivision whose powers and duties shall terminate at 11:59 p.m. on December 31, 1997, unless, prior to such date, a written instrument shall be executed by a majority of the then record owners of all of the lots in the subdivision and duly recorded appointing a

~~representative or representatives~~ who shall thereafter exercise the powers granted to the Architectural Committee by the Declaration of Restrictions.

That a majority of the lot owners of Mountain View Improvement Association, Inc. have approved an extension of the authority, powers and duties of the Architectural Control Committee in perpetuity after December 31, 1997 pursuant to paragraph 2 of the Agreement and Declaration of Restrictions for Mountain View Improvement Association, Inc.

That a majority of the lot owners of Mountain View Improvement Association, Inc. have directed that this Certificate for Extension of Authority of the Architectural Control Committee for Mountain View Improvement Association, Inc. be recorded in the Livingston County Register of Deeds pursuant to paragraph 2 of the Agreement and Declaration of Restrictions for Mountain View Improvement Association, Inc. as follows:

CERTIFICATE

The undersigned lot owners of Mountain View Improvement Association, Inc., constituting a majority of the existing record owners of the subject property, certify, approve and authorize the following:

- A. That the authority, powers and duties of the Architectural Control Committee of Mountain View Improvement Association, Inc. shall be extended in perpetuity after December 31, 1997 as provided in paragraph 2 of the Agreement and Declaration of Restrictions for Mountain View Improvement Association, Inc. recorded in Liber 622, Page 391-397, Livingston County Register of Deeds.
- B. That the following representatives shall comprise the Architectural Control Committee for Mountain View Improvement Association, Inc. and their names and addresses are as follows:
 1. John Kort, 6545 Catalpa, Brighton, Michigan
 2. Carl Mauch, 6503 Catalpa, Brighton, Michigan

That the Architectural Control Committee shall have the authority to fill any vacancies that may occur in the Architectural Control Committee by majority vote. In the event that the members of the Architectural Control Committee cannot appoint and fill any future vacancies in the Architectural Control

Committee or is unable to obtain the necessary majority vote to fill any such vacancies, the Board of Directors of Mountain View Improvement Association, Inc. shall have the exclusive authority to fill any such vacancies on the Architectural Control Committee.

- C. Membership on the Architectural Control Committee shall be reserved exclusively for the lot owners of Mountain View Improvement Association, Inc.
- D. Members of the Architectural Control Committee may be removed by majority vote of the Board of Directors of Mountain View Improvement Association, Inc. or by majority vote of the lot owners of Mountain View Improvement Association, Inc.
- E. View Improvement Association, Inc.. Members of the Architectural Control Committee shall have the powers, duties and authority granted in the Agreement and Declaration of Restrictions for Mountain View Improvement Association, Inc. which shall be continued by this Certificate of Extension of Authority of Architectural Control Committee for Mountain

That this Certificate of Extension of Authority of Architectural Control Committee for Mountain View Improvement Association, Inc. has been signed by a majority of the lot owners of Mountain View Improvement Association, Inc. on the dates appearing below.

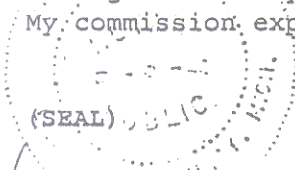
MOUNTAIN VIEW IMPROVEMENT ASSOCIATION, INC.

By: John A. Kort
JOHN KORT, PRESIDENT

Subscribed and sworn to before me this 16th day of September, 1997

David L. Park

David L. Park, Notary Public,
Livingston County, Michigan
My commission expires: 6/18/98



Instrument Drafted by
And Return to:
David L. Park
Burchfield, Park & Heddon
225 E. Grand River, Suite 203
Brighton, MI 48116
(810) 227-3100

RECORDED

2003 NOV 18 A 8: 56

NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48843

101A

AMENDMENT TO AGREEMENT AND DECLARATION OF
RESTRICTIONS FOR MOUNTAIN VIEW SUBDIVISION

Effective as of December, 2001, pertaining to said lots in Mountain View Subdivision, Township of Genoa, County of Livingston, State of Michigan, described as follows:

Lots 1 through 45, inclusive, of "Mountain View Subdivision", a subdivision of a part of the Southwest ¼ and the Southeast ¼ of Section 23, Town 2 North, Range 5 East, Township of Genoa, Livingston County, Michigan, according to the plat thereof recorded in Liber 15 of Plats, Pages 28, 39 and 40, Livingston County Records.

Through majority vote of said owners, by written ballots, held on file in the records as maintained by the association Secretary/Treasurer, and referenced in Annual Meeting Minutes of September 13, 2001, the following portion of the Agreement and Declaration of Restrictions (recorded November 10, 1972 at Liber 623, Pages 391-397, inclusive) has been changed. The new language in 16. Nuisances, page 4. shall read:

No noxious or offensive activity shall be carried on upon any lot in said Subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

I declare the above to be a true and accurate representation of the voting procedure by the owners of said Subdivision.

WITNESSETH:

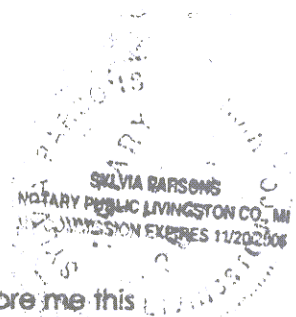
Marvin J Newb
Marvin J Newb

Mountain View Improvement Association, Inc.

Sara E. Thomas

By: Sara E. Thomas
Its: Secretary/Treasurer

Sylvia Parsons
SYLVIA PARSONS
STATE OF MICHIGAN)
) SS
COUNTY OF LIVINGSTON)



Subscribed and sworn to before me this 1 day of Oct., 2003.

DRAFTED BY AND RETURN TO:

Sara Thomas

Sylvia Parsons 11/20/2006
Notary Public
Livingston County, Michigan
My commission expires: 11/20/2006



* 2 0 0 6 R - 0 1 5 7 7 6 *

2006R-015776

RECORDED ON

08/14/2006 11:50:14AM

SALLY REYNOLDS

REGISTER OF DEEDS

LIVINGSTON COUNTY, MI 48843

RECORDING: 13.00

REMOVAL: 4.00

COPY PAGES: 2

2

AMENDMENT TO AGREEMENT AND DECLARATION OF RESTRICTIONS FOR MOUNTAIN VIEW SUBDIVISION

Effective as of October 14, 2004 pertaining to said lots in Mountain View Subdivision, Township of Genoa, County of Livingston, State of Michigan, described as follows:

Lots 1 through 45, inclusive, of "Mountain View Subdivision", a subdivision of a part of the Southwest ¼ and the Southeast ¼ of Section 23, Town 2 North, Range 5 East, Township of Genoa, Livingston County, Michigan, according to the plat thereof recorded in Liber 15 of Plats, Pages 28, 39 and 40, Livingston County Records.

Through majority vote of said owners who voted at the annual meeting on October 14, 2004 or by written ballots, held on file in the records as maintained by the association Secretary/Treasurer, and referenced in Annual Meeting Minutes from October 14, 2004, the following is the amended language of Paragraph 12 of the Agreement and Declaration of Restrictions (recorded November 10, 1972 at Liber 623, Pages 391-397, inclusive). Paragraph 12. Swimming Pools, page 3, shall now read:

12. Swimming Pools. Swimming pools shall be constructed only after submission of plans and specifications therefor showing dimensions, location of lot, screening and all other aspects thereof to the Architectural Control Committee for approval. The same may include appurtenant buildings if approved by the Architectural Control Committee. Plans shall include proposed safety fencing. The Architectural Control Committee in passing upon the foregoing shall be governed by the same principles as relate to their approval of plans and specifications for construction of dwellings, as set forth in Paragraph 2 hereof. No swimming pool may be built which is higher than one (1) foot above the existing Lot grade. No above ground swimming pools shall be erected or maintained on any Lot. Any above ground swimming pool existing at the time of the adoption of this amendment shall be allowed to continue, provided the swimming pool is used as such each summer. If any existing above ground pool is not used as such for one year, then the pool must be removed at owner expense.

I declare the above to be a true and accurate representation of the voting procedure by the owners of said Subdivision.

Mountain View Improvement Association, Inc.

Patricia Petrat

By: Patricia Petrat

Its:

STATE OF MICHIGAN)
) ss
COUNTY OF LIVINGSTON)

Subscribed and sworn to before me this 14th day of August, 2006.

GABRIELLA L. GARLOCK
NOTARY PUBLIC
LIVINGSTON CO., MI
COMM EXP. AUG 30, 2007

G.L. Garlock

_____, Notary Public
County of _____, Michigan
Acting in the County of _____

My commission expires:

Michigan

DRAFTED BY AND RETURN TO:

✓ Sara Thomas