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STATE OF MI BENZIE CO
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PAULA EBERHART
REGISTER OF DEEDS

**AMENDED AND RESTATED
DECLARATION OF RESTRICTIVE COVENANTS
CRYSTAL HIGHLANDS PRESERVE**

Kelly Preserve, LLC, a Michigan Limited Liability Company, with the address of 7367 Lumley Rd., Bear Lake, MI 49614, as owner of 18 of the 22 lots in the Plat of Crystal Highlands Preserve in the Township of Lake, County of Benzie, State of Michigan, hereby makes the following Amended and Restated Declaration of Restrictive Covenants for Crystal Highlands Preserve by amending the original Declaration of Restrictive Covenants Crystal Highlands Preserve which was recorded at Liber 341, Page 924, Benzie County Records.

RECITATIONS

1. Legal Description: The Plat of Crystal Highlands Preserve is recorded in Liber 5 of Plats, pages 48-51 for Benzie County, and is located in the Township of Lake, County of Benzie, State of Michigan (also referred to as PRESERVE).
2. The owner of Lots 1-8 and Lots 12-22 together making its ownership 18 of the 22 lots is:

Kelly Preserve, LLC, a Michigan Limited Liability Company.
3. The owner of Lots 8-11 is:

Burleigh North, LLC, a Michigan Limited Liability Company.
4. The original Declaration of Restrictive Covenants Crystal Highlands Preserve was recorded at Liber 341, Page 924, Benzie County Records on October 15, 1998.
5. Section (14) of the original Declaration provided that the restrictions may be amended with written approval of 15 of 22 lots in Crystal Highlands Preserve and the written approval of the original drafters of the original Declaration who were the then owners of the entire Plat of Crystal Highlands Preserve.
6. The drafters of the original Declaration transferred their entire interest in the Plat of Crystal Highlands Preserve to James Kelly, Stephen Kelly, Michael Kelly and Daniel Kelly ("Kellys") by Quitclaim Deed dated July 10, 2012 and recorded at 2012R-03761, Benzie County Records on August 7, 2012. The Kellys transferred their entire interest in the Plat of Crystal Highlands Preserve to Kelly Preserve, LLC by Quitclaim Deed dated August 6, 2021 and recorded at 2021R-04305 on August 11, 2021.

7. Kelly Preserve, LLC as owner of said 18 lots in the Plat of Crystal Highlands Preserve desires to amend the original Declaration of Restrictive Covenants Crystal Highlands Preserve as follows.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by all current and future owners, and their successors and assigns, the Kelly Preserve, LLC (owner of 18 of the 22 lots), as set out in the above recitations, does hereby amend and restate the Declaration of Restrictive Covenants Crystal Highlands Preserve. The PRESERVE lots shall be used, held, and sold expressly subject to the easements, conditions, restrictions, covenants and agreements hereinafter set forth which shall be incorporated by reference in all deeds of conveyance and land contracts for the sale of such lots and shall run with the land and be binding upon all grantees of lots in the PRESERVE, and upon their respective heirs, personal representatives, successors and assigns.

The purpose of this Declaration of Restrictive Covenants is to impose protective restrictions upon the PRESERVE in order to protect the environment of the forest area that makes up the PRESERVE and to ensure that the PRESERVE remains as little disturbed by the construction of housing as practical. All reference herein to any lot shall mean and include the entire portion of such lot and any improvements thereon.

VIOLATIONS of any restriction or condition or breach of any covenant or agreement herein contained shall give the owners of any lot in the PRESERVE and their successors and assigns ("Owners") and the Crystal Highlands Preserve Owner's Association, a Michigan non-profit corporation ("Association") the right to enforce any violation or attempted violation of this Amended and Restated Declaration of Restrictive Covenants for Crystal Highlands Preserve. Failure to enforce these restrictions with respect to any violation shall not constitute a waiver of the right to enforce them.

RESTRICTIONS AND COVENANTS

Section 1. Uses of Property

- (a) All lots in the PRESERVE shall be used for residential purposes only and no building of any kind whatsoever shall be erected, re-erected moved or maintained thereon except for occupation by one single family. No commercial or industrial use of any kind is allowed.

After January 1, 2025, no short-term rental of less than 30 days will be allowed. Prior to January 1, 2025, short-term rentals are allowed for a maximum of 60 days in each calendar year and renters are required to comply with all covenants as if they were an owner. A private three-car garage attached to the main structure for the sole use of the owner may be provided. Breezeways are not allowed. No outbuilding, accessory building, pole barn or similar structures, for use as a garage or for other purposes, may be built on any lot.

- (b) Mobile homes, recreational vehicles, or commercial vehicles shall not be stored or parked outside on any lot. After January 1, 2025, no recreational vehicles may be occupied on the owner's property while a lot is vacant. Prior to January 1, 2025, and only while a lot is vacant, an owner may occupy a recreational vehicle on the owner's property for a maximum of 45 days in a calendar year. One boat may be stored provided it is on a boat trailer and must be solely owned by the lot owner. The boat and trailer must always have a current registration, no one may live on the boat. The length of the trailer shall be less than 25 feet.
- (c) No lot in the PRESERVE may be subdivided.

Section 2. Character and Size of Buildings

- (a) All buildings constructed on any lot shall be designed to maintain or enhance the economic value of the PRESERVE.
- (b) The following are NOT acceptable building styles
 - i. Log home
 - ii. Art Deco
 - iii. Dutch Colonial
 - iv. Georgian Colonial
 - v. Federal Colonial
 - vi. French Provincial
 - vii. Greek Revival
 - viii. Italianate
 - ix. Mediterranean
 - x. Neoclassical
 - xi. Pueblo revival
 - xii. Tudor
 - xiii. Spanish
- (c) The following building styles including combinations of and modernizations of are acceptable:
 - 1. Beach House
 - 2. Cape Cod

3. Craftsman
4. Colonial
5. Farm House
6. Foursquare
7. Ranch
8. Victorian
9. Mid-Century Modern

Natural building materials are preferred, along with color schemes that blend with the natural beauty of the PRESERVE. Bylaws for the association referenced below may include a visual depiction of acceptable building styles. Building roofs may be metal if they are earth-toned in color. No building shall be higher than 25 feet, except that no building erected on Lots 5-11 shall be higher than 36 feet.

Section 3. Architectural Committee

Owners shall appoint by majority vote an Architectural Committee. The Architectural Committee shall be made up of one (1), three (3), or five (5) persons, and only Owners may be members of the Architectural Committee.

All site plans for buildings must be submitted to an Architectural Committee for review and approval prior to construction. Included with all site plans shall be a proposed tree removal program. Not more than 20% of the living trees, in excess of 3 inches in Diameter, on any parcel may be removed outside of the driveway and building perimeter. Lawns, other than natural ground cover are not permitted. All fences, walls or other construction must be approved by the Architectural Committee. Houses constructed in the PRESERVE shall be at least 2,000 but not more than 5,000 square feet in area for lots 5,6,7,8,9,10, and 11 and at least 1,400 but not more than 4,000 square feet for all other lots in the PRESERVE. House square footage does not include any porches, garages, or covered patios. No houses or other attached porches, garages, covered patios shall be constructed within 20 feet of the boundary line of any lot.

The Architectural Committee shall have the right to refuse to approve any building plans or specifications; site plan; or tree removal programs which are not suitable or desirable in the Architectural Committee's opinion for aesthetic or other reasons. In passing upon such plans, specifications and site plans, the Architectural Committee shall have the right and obligation to take into consideration the suitability of the proposed construction with relation to the site and the harmony to be achieved with respect to neighboring parcels. The Architectural Committee must approve or disapprove such plans within 60 days after the written submission of such plans.

Section 4. Keeping of Animals, Noise and Odor Issues

No chickens, other fowl, horses or livestock shall be kept or harbored on any of the lots. Household pets are allowed so long as they are not objectionable or offensive on account of noise, odor, or unsanitary condition. Pets shall not be permitted to wander off of a leash and shall not be kept outside in kennels, runs or other fenced in areas.

Causing a disturbance by noise, loud music, engines, parties, or any by other means is not permitted.

Noxious odors of any kind are not permitted.

Section 5. Signs

No signs or billboards shall be placed or maintained on any lots.

Section 6. Garbage

No refuse pile, garbage, building materials, debris, or other unsightly or objectionable materials shall be allowed on any of the lots within the PRESERVE, except during house construction.

Section 7. Forestry, Oil, Gas and Minerals

No forestry or commercial harvesting of trees, oil or gas drilling, oil or gas development or refining activities, quarrying, or mining operations of any kind shall be permitted on any lot in the PRESERVE.

Section 8. Fuel Storage

Only natural gas or LP gas shall be allowed. All LP tanks shall be underground or if above ground concealed and with approval by the Architectural Committee. No use of other hydrocarbon type fuels shall be permitted.

Section 9. Antennas and Satellite Dishes

No antennae (TV, Radio, Ham Radio, or otherwise) or satellite dishes shall be allowed on any lot or building unless approved in writing by the REPRESENTATIVE. However, satellite dishes of two (2) foot or less in diameter shall be allowed.

Section 10. Construction Completion

All buildings erected in the PRESERVE shall be completed within twelve months of the start of construction.

Section 11. Firearms

No hunting, shooting, or discharge of firearms, or shooting of bows, crossbows, or other weapons shall be permitted in the PRESERVE.

Section 12. Severability

Each restriction herein set forth is intended to be severable and in the event that any such restriction or covenant or part thereof is for any reason held to be void, such determination shall not affect the remaining covenants and restrictions set forth herein.

Section 13. Association

The Owners of the twenty-two lots in the PRESERVE shall be jointly and severally responsible for the upkeep and maintenance of the access road in the PRESERVE, designated as Crystal View Commons, and the soil erosion and storm water control measures as constructed within the PRESERVE through The Crystal Highlands Preserve Owner's Association ("Association"). The Association shall administer these restrictions and covenants, the maintenance of the road and the soil erosion and storm water control, common maintenance, and architectural enforcement. All Owners of lots in the PRESERVE shall be required to be members of the Association.

The Owners shall elect an Association Board of Directors that number at least three (3), but not more than seven (7). Only Owners may be a member of the Board of Directors. Membership on the Board of Directors will be for three-year terms. The Board of Directors will draft bylaws to set out detailed requirements consistent with these Restrictions. The Board of Directors shall put the bylaws to a vote of the Owners and adoption of said bylaws will require approval by vote of at least 15 Owners. The Board of Directors of the Association shall have the authority to set dues to be paid by each lot owner for the above purposes and for any other purpose that the Board of Directors may determine is appropriate for the common good of the lot owners in the PRESERVE. The Association may, in its sole discretion, determine to create two tiers of membership whereby lots with structures shall pay the standard annual dues, and lots without structures shall pay a lesser annual due. Annual dues may not be increased above \$500.00 per lot without the approval of the Owners of at least 15 lots in the PRESERVE at a meeting called for the purpose of considering an increase in the annual dues above \$500.00.

In lieu of a meeting of the Board of Directors, a mail ballot may be utilized to obtain the necessary approval of the owners of 15 lots. Any unpaid dues shall be a lien on the lot on which the dues are unpaid, and the Board of Directors of the Association shall have the authority to bring legal action against the delinquent owner of the lot to foreclose the lien or otherwise collect the amounts owed. Such actions will be taken on behalf of all lot owners.

Owners of properties with structures shall be the only owners responsible for snow removal.

The owners of lots which share a common drive shall share equally in the cost of maintaining the common drive and snow removal.

Section 14. Voting

Any reference to voting in these Restrictions shall mean a vote by an Owner. Each lot, regardless of the number of Owners or the form of ownership, shall be entitled one vote.

Section 15. Water and Sewage

All lots within the PRESERVE shall be served by individual on site water and individual on-site sewage systems. Sewage and well permits shall be obtained from the Benzie-Leelanau District Health Department prior to any construction or grading on the lot.

All wells shall be drilled by a well driller licensed by the State of Michigan. The well driller shall submit to the Benzie-Leelanau Health District a complete well log within 60 days of well completion.

Section 16. Law

Enforcement of this Amended and Restated Declaration of Restrictive Covenants for Crystal Highlands Preserve shall be in Benzie County, Michigan and governed by Michigan law. Actual attorney fees shall be awarded to the prevailing party.

Section 17.

This document and all covenants and restrictions herein shall run with the land. Acceptance of a conveyance or the execution of any land contract to purchase any lot within the PRESERVE by any owner or prospective owner shall constitute agreement to this document and all covenants and restrictions herein by such owner or purchaser, his heirs, executors, administrators and assigns whether or not any reference to these restrictions is made in any such conveyance or contract.

Section 18. Amendment

The foregoing restrictions may be amended with the written and signed approval of 15 of the 22 lots in the PRESERVE.

This Amended and Restated Declaration of Restrictive Covenants for Crystal Highlands Preserve is effective upon signature of the owners set out above and shall constitute a written approval as required by the original Declaration of Restrictive Covenants Crystal Highlands Preserve recorded at Liber 341, Page 924, Benzie County Records on October 15, 1998.

Signatures appear on the next page.

KELLY PRESERVE, LLC

Dated: 1/30/2023

/s/ 
By: Stephen R. Kelly, Managing Member of
Kelly Preserve, LLC

STATE OF MICHIGAN)
Benzie COUNTY)

Acknowledged before me in Benzie County, Michigan, on January 30 2023 by
Stephen R. Kelly, Managing Member of Kelly Preserve, LLC.

/s/ 
Notary public's Name: Allie Baker
Notary public, State of Michigan, County of Manistee.
My commission expires 5/23/2028.
Acting in the County of Benzie.

Drafted by:
Jeffrey L. Jocks (P67468)
Sondee, Racine & Doren, PC
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