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SHARON D LEMASTERS

OFFICIAL SEAL OF
MONROE COUNTY, MI

PAGES: 15

**DECLARATION OF RESTRICTIONS
FOR
BROOKWOOD PLAT 2
TOWNSHIP OF BEDFORD, MONROE COUNTY, MICHIGAN**

This **DECLARATION OF RESTRICTIONS** adopted by **OAK CREEK HOLDINGS, LLC**, a Michigan limited liability company, hereinafter called "Developer", and **BROOKWOOD VILLA HOMEOWNERS ASSOCIATION, INC.**, a Michigan non-profit corporation, hereinafter called "Association", on the day and year hereinafter set forth.

WITNESSETH THAT:

WHEREAS, Developer is the record owner of all of the lots in Brookwood Plat 2, a subdivision in Monroe County, Michigan as shown on the recorded plat of same ("plat" or "Plat") recorded at Instrument No. 2017P01, of the Monroe County, Michigan Record of Plats (hereinafter also sometimes called "the subdivision", (which when appropriate shall also include prior or future plats of adjacent property) or "Brookwood Plat 2") (unrecorded reduction attached as Exhibit "A"); and

WHEREAS, Association is a Michigan non-profit corporation formed by Developer whose members shall be all of the owners of all of the residential lots (hereafter "lots" or "residential lots") in the Plat, and if elected at the sole option of Developer, any and all future plats of same on any property adjacent to Brookwood Plat 2 or such future plats ("Brookwood"); and

WHEREAS, the owners are or will be the record owners of all that portion of plat used for utility, drawings or other common purposes (sometimes also collectively "common areas") on the plat including any portions thereof to be used for utility purposes, as well as recreational, mounding, landscaping, drainage and open space purposes; and

WHEREAS, the subdivision is a residential subdivision within the meaning of such terms as defined by the annotated statutes of Michigan, Monroe County Subdivision Rules and Regulations, and Zoning Resolution of the Township of Bedford, Monroe County, Michigan.

NOW, THEREFORE, Developer and Association in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth and in furtherance of the community development plan do for themselves, their respective successors and assigns, hereby declare, covenant and stipulate that all property as shown on the plat of Brookwood Plat 2, a subdivision in the Township of Bedford, Monroe County, Michigan, shall hereafter be conveyed by

15/30

them, their respective successors and assigns, subject to the following restrictions, covenants and conditions, which restrictions shall to the extent legally permissible, supersede any and all other restrictions heretofore enforced on said property by any other instrument.

RESTRICTIONS

All transfers and conveyances of each and every lot in the subdivision shall be made subject to these covenants and restrictions.

Except as may be otherwise provided for herein, these covenants and restrictions shall run with the land and shall be binding upon Developer, Association and all persons claiming under or through them until January 1, 2036, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

Except to the extent stated elsewhere herein, these covenants and restrictions may be amended any time prior to January 1, 2036, or may be amended or terminated any time after January 1, 2036, by the Developer unilaterally as long as it owns one (1) lot in the subdivision or by the then owners of at least two-thirds (2/3) of the lots in said subdivision, provided, however, that any easements granted or reserved herein shall not be amended or terminated without the written consent of the then record owner(s) of the property benefited by such easement or easements.

Any amendment or termination shall be in the form of a written instrument setting forth the changes herein or termination hereof, as the case may be, signed and acknowledged by the Developer or then owners of at least two-thirds (2/3) of said lots, as the case may be, with the same formalities then required for the execution of a deed to real estate in Monroe County, Michigan, which instrument shall be filed for record with the Recorder of Monroe County, Michigan.

The effective date of any amendment or termination shall be as of the date such instrument is recorded with the Recorder of Monroe County, Michigan, unless a later effective date is indicated in such instrument, in which event such later date shall be the effective date hereof.

Any violation or attempt to violate any of the restrictions or covenants herein contained while the same are in force shall be unlawful. Developer, Bedford Township, the Association, the Architectural Control Committee (as hereafter defined), or the owner of any lot in Brookwood Plat 2 shall each have the right, independent of one another, to maintain an action at law or in equity against any person or persons, or entity, violating or attempting to violate any of these restrictions or covenants, to enjoin such violation, to cause the removal of any structure in violation, to recover damages for any such violation or attempted violation, and/or to obtain whatever other relief they may be entitled in enforcing this Declaration.

The failure to enforce any violation or breach of any of these provisions no matter how frequent, shall not abrogate or invalidate any such provisions or restrictions.

In the event any of the restrictions and covenants contained herein shall be unlawful or void by reason of violation of any rule against perpetuities or similar statutory or common law rule imposing time limitations therefore then such restrictions and covenants shall continue only for and until the day preceding expiration of the maximum length of time for which such conditions and restrictions may legally exist and on such date shall thereupon terminate.

In validation of any of the restrictions and covenants, in whole or in part, herein, by judgment or court order or by act of the owners as herein provided, shall not affect, in any manner, the validity, enforceability or effect of any other provisions contained herein, all of which shall remain in full force and effect.

It is specifically understood and agreed, and herein stipulated, that in addition to any and all other relief to which the Developer and/or the Association, or the Architectural Control Committee (hereinafter sometimes called "committee"), may have under law or equity to enjoin or otherwise attempt to prohibit, eliminate or a violation of these restrictions and covenants, the Developer and/or the Association may levy such fines for any

such violation which is not cured within thirty (30) days of written notice of such violation to the violating lot owner in such amounts as they deem advisable which fines will accrue on a daily basis for so long as any such violation continues to exist, and which fines shall be entitled to bear interest at the highest rate permissible under law until fully paid and to the protections of a lien as specified and allowed under the "Assessments" paragraph of this Declaration.

RESIDENTIAL LOTS

The entire subdivision and the structures to be erected thereon shall be used only for single-family purposes, together with the usual accessory uses pertaining thereto. Group homes are specifically deemed not to be "single-family purposes".

The Twenty-Nine (29) residential lots located as shown on the plat shall be residential lots and the remainder of the real estate included in the subdivision designated as common areas, if any, shall, except as otherwise provided for herein, be used exclusively for drainage, mounding, landscaping and/or utility and open space purposes as shown on the plat.

ARCHITECTURAL CONTROL

No structure or other improvement, including but not limited to, homes, garages, basements, driveways, landscape hedges, or other enclosures, shall be erected, improved, changed or altered on any lot or area in the subdivision until detailed plans and specifications therefor have been first approved in writing by the Architectural Control Committee (hereinafter sometimes called "committee"). For purposes, hereof, the committee until all lots are sold by the Developer shall be the Developer.

Such detailed plans and specifications shall show the size, location, type, architectural design, quality, cost, use, material construction, color scheme and grading plan for the lot or area and the finished grade elevation thereof and must be prepared by a competent architect or draftsman.

Such plans and specifications shall be furnished to the committee in sufficient numbers so that the committee can retain a true copy thereof with its records.

All residential dwellings and accessory structures must be erected wholly within the residential lot lines and no closer to any of the roadways than the building lines of the residential lots as shown on the recorded plat.

The maximum height of all residential dwellings erected within the subdivision shall be thirty-five (35) feet. The minimum square footage of all residential dwellings erected within the subdivision (exclusive of garages, basements and patios) shall be one thousand (1,000) square feet. Fences shall not be permitted within the common areas, if any.

The purpose of requiring detailed plans and specifications as herein set forth is to develop Brookwood Plat 2 as an architecturally harmonious, artistic and desirable residential subdivision having an open-space atmosphere with residences located in a planned manner following a precise landscape plan.

Developer shall establish a general architectural theme for roof design, color and material, trim colors, brick and stone specifications and window detail and reserves the sole and exclusive right to establish the location of all driveways as well as all grades and slopes of lots and to fix the grade at which any building or structure shall hereafter be erected or placed thereon so that the same may conform to the master plan for the development and use of the subdivision; it being expressly understood and acknowledged that Developer has already established such a theme with respect to driveway locations, brick and stone specifications, window detail trim colors and roof color, design and materials.

In approving or withholding approval of any detailed plans and specifications submitted to it, the architectural control committee may consider the appropriateness of the improvement contemplated with relation

to the improvements on contiguous or adjacent lots, its adaptability to the lot on which it is proposed to be constructed and such other matters as may be deemed to be in the interest and benefit of the owners of lots in the subdivision as a whole. Any determination made by the committee in good faith shall be binding on all parties in interest.

The committee shall consist of three individuals or members. All decisions of the committee shall be made by a simple majority vote of the members. Members of the committee shall be appointed by the Developer until such time as Developer has conveyed to others all of the residential lots in the subdivision and any future plats of Brookwood, and residential structures have been erected on all of such residential lots. Thereafter, members of the committee shall be appointed by the Association. Developer reserves the right, prior to conveyance of all lots in the subdivision and future plats of Brookwood to others and erection of structures thereon, to relinquish its power to appoint the members of the committee by written instrument delivered to the Association whereupon the right to appoint members of the committee shall thereafter be exercised by the Association.

No structures or any part thereof shall be erected or maintained over any part of the areas designated as easement, utility easement, drainage easement or words of similar import on the recorded plat of the subdivision. The term structures for this purpose shall include houses, garages, other buildings, swimming pools and similar structures but shall not include driveways, walkways, patios and other similar improvements.

Until such time as Developer has conveyed to others all residential lots and dwellings owned by it in the subdivision, and any future plats of Brookwood then notwithstanding any of the provisions contained in this Declaration of Restrictions, the Developer shall be permitted to construct and use sales and construction offices and model homes on one (1) or more of the lots in the subdivision and maintain a large temporary sign on the roads abutting the subdivision advertising the sale of property in the subdivision.

BROOKWOOD VILLA HOMEOWNERS ASSOCIATION, INC.

All owners of lots in the subdivision (and any prior (Plat 1) or future plats of same of any adjacent property) and all persons who hereafter acquire title to a residential lot in the subdivision and said future plats shall automatically become a member of the Association entitled to all the rights and privileges of such membership and subject to all of the duties and obligations thereof as set forth in the plat, this Declaration of Restrictions and the Articles and Code of Regulations of such Association. Each lot shall be entitled to one (1) vote in all Association matters regardless of the number of owners of any particular lot.

Each member of the Association, in common with all other members as owners of residential lots in the subdivision and any said future plats, shall have the right (subject to the limitations herein stated) to use the common areas, if any, in the subdivision for all purposes incident to the use and occupancy of his residential lot as a place of residence and other incidental uses; provided, however, under no circumstances will any owner have, except as specified herein, a right of access or easement over any portion of the common areas. The common areas are intended to and shall remain open space areas to be used for landscaping, mounding, drainage and recreational purposes as herein stipulated.

All members of the Association shall not use the common areas, if any, in such manner as will restrict, interfere or impede with the use thereof by other members of the Association and their respective families, guests, invitees, and servants except as permitted herein or to the extent that the committee has formally approved the extension into any portion thereof immediately adjacent to dwellings erected on a residential lot of patios, open porches, decks, walkways, privacy screens and shrubbery as herein previously provided.

The Association shall collect and disburse funds for all purposes which the Board of Trustees of the Association determines from time to time to be for the general benefit of the owners of all residential lots in the subdivision.

ASSESSMENTS

For the calendar year 2016 and thereafter, each residential lot in the subdivision and the owners thereof shall be subject to an annual assessment for each calendar year (paid monthly) in amounts as determined by the Association prior to the end of the preceding calendar year; provided, however, under no circumstances will any lot while owned by the Developer be subject to any annual or special assessment.

Commencing in 2016, each annual assessment shall become a lien against each residential lot on the first day of the calendar year in which it becomes due and payable. All assessments if not paid when due, shall accrue interest from said date until fully paid at the highest rate permitted by law and shall incur late fees in such amounts as the Board deems advisable.

A Notice of Lien may be recorded in the Lien Records of the Recorder of Monroe County, Michigan if any quarterly installment of an annual assessment is in arrears for more than thirty (30) days from the date it is due and payable.

Such Notice of Lien shall identify the residential lot, the year and amount of the annual assessment, and be executed by the president of the Association with the formalities then required to record a lien against real estate in Monroe County, Michigan.

The Association's Lien shall be subordinate to the lien of any real estate mortgage on any residential lot recorded prior to recording of the aforesaid Notice of Lien.

The sale or transfer of any residential lot pursuant to judicial foreclosure proceedings of a mortgage thereon shall extinguish such lien with respect to payments which became due and payable prior thereto but shall not relieve such lot from liability for assessments thereafter becoming due or payable or from the lien thereof.

It is contemplated that among the Association's responsibilities will be the contracting for necessary insurance upon, and maintenance and repair of the common areas, if any, as well as the lawns on each residential lot including, but not limited to, the cutting and trimming thereof, as well as for snow removal on all driveways of each lot. In addition, the Association may choose to be responsible for the payment of all watering charges associated with the sprinkling of all landscaping located on the lots pursuant to a separate meter or meters for same and the maintenance and repair of any private drainage and utilities servicing the subdivision. If so entrusted with such responsibilities, or any other maintenance responsibilities for property in the Plat or other plats other than common areas (such as all landscaping throughout the subdivision), the owners of residential lots in the subdivision understand and agree that their share of such costs will also be established and collected under the assessment procedures established herein and hereby the charge for same shall constitute a lien against their respective lots as just stipulated above, even if they perform any of such services themselves.

USE AND ACTIVITIES

No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purposes whatsoever and no noxious, offensive or unreasonably disturbing activities shall be carried on upon any part of the subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance in the subdivision.

No well for gas, water, oil or other substance shall at any time be erected, placed or maintained on any of such residential lots other than a well for water for recreation or maintenance purposes which shall first have been approved by the committee.

No residential lot shall be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper, glass or any reclamation products or material except that during the period which the structure is being erected, upon any such lot, building materials to be used on the construction of such structure may be stored thereon, provided, however, any building material not incorporated in said structure within ninety (90) days after its delivery to such lot, shall be removed therefrom.

All structures must be completed by an owner within one (1) year of the date of the beginning of the construction thereof. No sod, dirt or gravel other than that incidental to construction of approved structures shall be removed from said lots without the approval of the committee.

No trailer, basement, tent, shack, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence temporarily or permanently in the subdivision. No dwellings erected in the subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefore by the committee.

Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if stored on any lot, shall be suitably housed within a garage building.

No more than three (3) household pets (such as dogs, cats, etc.) suitably maintained and housed within the residential dwelling may be kept by the owners or owner of a dwelling and will at all times be subject to the rules and regulations adopted by the Association, provided, however, no animal of any sort may be kept, bred or maintained for any commercial purpose and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the subdivision in accordance with rules and regulations adopted by the Association.

All rubbish, debris and garbage shall be stored in underground containers or entirely within the dwelling structure.

No signs of any character other than small signs of not more than ten (10) square feet advertising the sale of the lot on which such sign is located shall be erected, placed, posted or otherwise displayed on or about any lot without the written consent of the Association, and the Association shall have the right and discretion to prohibit, restrict and control the size, construction, material, wording, location and height of all such signs.

All lots shall at all times have installed and in place underground sprinkling systems which will be tied into a separate meter or meters on each residential lot. The Association shall determine how often and when the lots are watered or sprinkled, and in the event the Association determines a particular lot owner is not watering his lot adequately it may after 5 day notice install a separate meter and charge said lot owner for the costs of same as it deems necessary without being guilty of trespass. The Association shall also have the right to lien said lot for said all of its costs.

All mailboxes within the subdivision shall be uniform and conform at all times to that type of mailbox installed by the Developer and/or subsequently approved by the committee or Association.

DETENTION BASIN PARK

Developer and all lot owners have the use of a certain storm water detention pond and park referred to as the "Detention Basin Village at Oak Creek Park" located on a portion of a certain subdivision known as the Villages at Oak Creek ("Oak Creek"), which portion is adjacent to Lot No. 28 of Brookwood Plat 1 ("Park") to be used as an aesthetic drainage facility for all owners in the subdivision and Oak Creek and all further plats thereof.

Under no circumstances will any lot owner traverse the pond waters of the Park. Under no circumstances will any boats or floats of any kind be permitted in the pond and no activity will be permitted in or about the pond. Maintenance of the pond and its water level shall be the responsibility of the Association and the homeowners association established for Oak Creek and the costs for same shall be assessed as common expenses among said lot owners in said subdivisions, and if that fails for any reason, by said lot owners directly.

There shall be maintained in the "Detention Basin Village at Oak Creek Public Park" ("Park") constructed as part of Village at Oak Creek Plat 1, healthy plantings, including grass, as specified in a certain landscape plan that may be on file with Bedford Township, or if that plan is not on file or not found, then as follows: The entire

detention area, except where other plantings are located, shall contain healthy growing grass. The Developer ("Owner") shall construct the Park and install healthy growing grass. The Association and/or all of the lot owners in the subdivision shall be responsible for maintaining the landscaping in the Park, including mowing the grass. The Park shall be maintained and kept clean in a manner satisfactory to the Bedford Township Board, by the Developer ("Owner") until the Association is activated, and thereafter by the Association and/or lot owners who benefit from said Park, and the lot owners of future contiguous plats, if any, where title is traceable to the Developer ("Owner") of the first plat, and where said future contiguous plats are made subject to the same or similar restrictions as are contained in these restrictions. Bedford Township shall be authorized, but not required to enforce this provision relating to landscaping and maintaining the Park against the Developer ("Owner") for the obligations of the Developer ("Owner"), and for the rest against the Association or lot owners benefitting from said Park, in a court of law or as permitted in these restrictions, or in the same manner as the Developer ("Owner"), Association or lot owners may according to these restrictions. This paragraph relating to landscaping and maintaining the Park shall not be modified or deleted without prior written approval by the Bedford Township Board, and any attempt at modification or deletion shall not be in effect without said prior Bedford Township Board approval.

The Park as designated on the Village at Oak Creek Plat 1, Monroe County Register of Deeds Office, subject to any drainage and storm water detention rights that may have been granted to the Monroe County Drain Commissioner by easement or on the plat for the Village at Oak Creek Plat 1, is private and for the use of the lot owners of the Village at Oak Creek Plats, Brookwood Plats, and the lot owners of future contiguous plats, where title is traceable to the Owner of the Village at Oak Creek Plat 1, and where said future contiguous plats are made subject to the same or similar restrictions as are contained in this paragraph. The Park shall be considered owned by the lot owners of Village at Oak Creek Plat 1, and Plat 2, and the lot owners of future contiguous plats of Oak Creek (and not Brookwood Owners), which utilize the Park where title is traceable to the Owner of Oak Creek, and where said future plats are made subject to the same or similar restrictions as are contained in this paragraph. The owner of each such lots shall own in addition to the particular lot, an equal undivided fractional interest in the Park, proportionate to the total number of lots in the Village at Oak Creek Plats and in future plats of Oak Creek, if any, where title is traceable to the Owner of Village at Oak Creek Plat 1, and where said future plats, are made subject to the same or similar restrictions as are contained in this paragraph. The ownership of a proportionate equal undivided fractional interest in the Park by the lot owner shall be required upon the lot owner receiving title to a lot in the Village at Oak Creek Plats, or in future contiguous plats, where title is traceable to the Owner of Village at Oak Creek Plat 1, and where said future contiguous Plats are made subject to the same or similar restrictions as are contained in this paragraph. Neither the proportionate equal undivided fractional interest in the Park nor the lot to which said undivided interest attaches may ever be separately transferred, conveyed, assigned or encumbered, or otherwise separate from each other. The Owner and each subsequent owner of a lot in this, and any other applicable plat, may include reference in the legal description on any deed or other instrument of conveyance, that a purchaser or transferee is acquiring, in addition to the lot being acquired, the appropriate equal undivided fractional interest in the Park, which shall be based on the total number of lots in the Village at Oak Creek Plats, and in all future plats planned for the subdivision development. The reference in the legal description on any deed or other instrument of conveyance may be something to the effect as follows: "And a proportionate equal undivided fractional interest in the Village at Oak Creek Park as shown on Village at Oak Creek Plat 1, recorded in Document Number 2007R04954, Monroe County Register of Deeds Office. The proportionate equal undivided fractional interest in the Park is based on the total number of lots created in the Village at Oak Creek Plat 1 and 2, and in future plats of Village at Oak Creek where said Park is or has been dedicated to the lot owners of said future plats." Even if the deed does not convey the proportionate equal undivided fractional interest, either specifically or generally, if the Park has been dedicated on a plat, the proportionate equal undivided fractional interest in the Park shall attached to the lots described on any conveyance of said lot in Oak Creek which is located in a plat where the lot owners in Oak Creek receive the dedication of the Park on the plat. The proportionate equal undivided fractional ownership in the Park shall attach to the lots in Oak Creek at the time when the plat is recorded for Oak Creek at the Monroe County Register of Deeds Office. Said attachment shall remain forever as long as the plat is in existence. After the final plat of any future contiguous plats are recorded at the Monroe County Register of Deeds Office, where title is traceable to the Owner of Village at Oak Creek Plat 1, and where said future contiguous plats are made subject to the same or similar restrictions as are contained in this paragraph, a proportionate equal undivided

fractional ownership interest in the Park, which may either be dedicated on the plat for Oak Creek (or a previous plat) to said lot owners, shall thereafter remain immediately attached to the lots in said future contiguous plats of Oak Creek. This paragraph relating to the Park shall not be modified or deleted without prior written approval by the Bedford Township Board, and any attempt at modification or deletion shall not be in effect without said prior Bedford Township Board approval.

SIDEWALKS

Every purchaser of any lot in the subdivision shall install at the lot owner's expense a sidewalk upon his lot. Said sidewalk shall be located within the street right-of-way, parallel to the lot line(s) and in conformance with county road and township sidewalk provisions and/or specifications. Said sidewalk to be installed within three (3) months of completion of construction of premises or within twelve (12) months of purchase but in no event, later than three (3) years after the date of the final plat approval of Plat 2 by the Township Board of the Township of Bedford. In the event that any lot owner fails to install a sidewalk within said prescribed time requirements, the Developer may install the sidewalk. The cost of any sidewalks installed by the Developer shall become a lien upon that lot and interest shall be charged, accrue and become due at the highest rate permitted by law until said lien is paid in full. This paragraph relating to sidewalks shall not be modified or deleted without prior written approval by the Bedford Township Board and any attempt at modification or deletion shall not be in effect without said prior Bedford Township Board approval. Bedford Township shall be authorized but not required to enforce this provision relating to sidewalks against the individual lot owners in the same manner as the Developer, Association or lot owners.

THE COMMON AREAS

There are no common areas in this Plat. However, the Association as part of the duties shall maintain the entryway sign and landscaping to the subdivision which is technically in the right of way of Dean Road as a common expense.

DEVELOPER RESERVATION OF RIGHTS

Developer shall have the exclusive right to consent and grant easements and rights of way for the construction, operation and maintenance of any drainage facilities, private easements for sprinkler clocks shown on the plat, if applicable, electric light, telephone, telegraph and other public or quasi-public utilities, lines, poles, wires and conduits including underground facilities on, over, below or under any common areas designated on the plat and owned by the Developer and along and upon all highways now existing or hereafter established and abutting the subdivision.

Developer also reserves the right to go upon or permit any public or quasi-public utility company to go upon the lots in the subdivision from time to time to install, maintain and remove such equipment and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment. Developer further reserves the right to install and maintain on certain residences time control clocks for the sprinkler systems as and where it deems same necessary, which right shall also include the right to connect said clocks into the electrical power provided for on any such lots, the use of which shall be reimbursed by the Association.

Developer reserves the right to expand the subdivision and the Association to include any adjacent real property owned or acquired by Developer. It is specifically understood that the plat is an expansion of Brookwood Plat 1 pursuant to an identical resurrection set forth in the recorded restrictions for said Plat 1.

Developer reserves the right to relinquish his powers with respect to the easements granted and/or reserved herein by written instrument delivered to the Association whereupon all rights with respect to said easements shall thereafter be exercised by the Association.

Developer shall have the right to construe and interpret these restrictions and his construction or interpretation made in good faith shall be conclusive and binding as to all persons and property benefited or bound by these restrictions.

Developer reserves the right to relinquish his power to construe and interpret these restrictions by written instrument delivered to the Association whereupon all rights with respect thereto shall thereafter be exercised by the Association. At the closing of each lot, a \$200.00 initiation fee shall be paid by the lot owner to the Developer.

GENERAL

Any lot owner may request and upon payment of the reasonable expense therefore shall receive from the Secretary of the Association a Certificate with the seal of the Association affixed thereto setting forth whether all assessments have been paid for such owner's lot and the total amount of unpaid assessments, if any. Such Certificate shall be conclusive evidence of such payment and of the amount of any unpaid assessments.

In the event the Association shall be dissolved or otherwise cease to exist, ownership of its property, including, but not limited to, the common areas, shall automatically thereupon be transferred to the then owners of the residential lots in the subdivision with each owner having an equal undivided interest in the common areas for each residential lot owned, provided, however, that in no event and under no circumstances shall there be any partition of the common areas through judicial proceedings or otherwise unless approved by the owners of at least two-thirds (2/3) of the residential lots in the subdivision.

Until December 31, 2016, Developer shall maintain all common areas in the subdivision and other areas as herein required and set forth and guarantee to all lot owners that the annual assessment herein per lot shall not exceed for said calendar year of 2016 the sum of One Thousand Three Hundred Eighty Dollars (\$1,380.00). Such assessment shall be payable and be a lien in the same manner as set forth in the paragraph captioned ASSESSMENTS hereof. Such annual assessment is obviously subject to increases thereafter.

Oak Creek Holdings, LLC, a Michigan limited liability company and Brookwood Homeowners Association, Inc., a Michigan non-profit corporation, have executed this Declaration of Restrictions this ____ day of _____, 2016.

[SIGNATURES ON FOLLOWING PAGE]

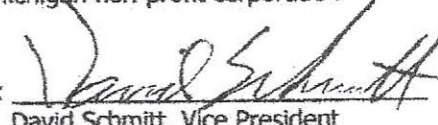
OAK CREEK HOLDINGS, LLC,
a Michigan limited liability company

By:


David Schmitt, Member

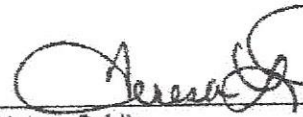
**BROOKWOOD VILLA HOMEOWNERS
ASSOCIATION, INC.,**
a Michigan non-profit corporation


By:


David Schmitt, Vice President

State of Ohio, Lucas County, ss:

The foregoing instrument was acknowledged before me as of this 9th day of August, 2016, by David Schmitt, a member of Oak Creek Holdings, LLC, a Michigan limited liability company, on behalf of said company.


Notary Public




TERESA L. DOTSON
Notary Public - State of Ohio
My Commission Expires
March 2, 2021
Recorded in Wood County

State of Ohio, Lucas County, ss:

The foregoing instrument was acknowledged before me as of this 9th day of August, 2016, by David Schmitt, Vice President of Brookwood Homeowners Association, Inc., a Michigan non-profit corporation, on behalf of said corporation.


Notary Public



TERESA L. DOTSON
Notary Public - State of Ohio
My Commission Expires
March 2, 2021
Recorded in Wood County

CONSENT OF WATERFORD BANK

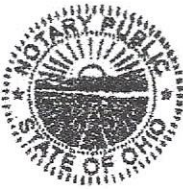
The undersigned hereby consent the foregoing Declaration.

WATERFORD BANK N.A.

By: And. M.

State of Ohio, Lucas County, ss:

The foregoing instrument was acknowledged before me as of this 3 day of Aug, 2016, by Andrew L. Parker Officer of Waterford Bank N.A., a national banking association.



AMY HAYDEN-WILSON
Notary Public, State of Ohio
My Commission Expires
November 4, 2018

Amy Hayden-Wilson
Notary Public

This instrument prepared by:
Jerome R. Parker, Esq.
Gressley, Kaplin & Parker, LLP
One SeaGate, Ste 1645
Toledo, OH 43604-1584
H:\Parker\McCarthy Bldg\Brookwood Plat 2 Restrictions\Deed Restrictions Brookwood Plat Two.doc

Return to:
DAVID SCHMITT
5135 S. MAIN ST.
SYLVANIA, OH 43560

BROOKWOOD PLAT 2

BEING PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWN 8 SOUTH, RANGE 7 EAST,
BEDFORD TOWNSHIP, MONROE COUNTY, MICHIGAN

SHEET 1 OF 4 SHEETS

SURVEYOR'S CERTIFICATE

I, DAVID A. ANDRUS, SURVEYOR, CERTIFY: THAT I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND SHOWN ON THIS PLAT, DESCRIBED AS FOLLOWS:

BROOKWOOD PLAT 2, BEING PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWN 8 SOUTH, RANGE 7 EAST, BEDFORD TOWNSHIP, MONROE COUNTY, MICHIGAN. SAID PARCEL OF LAND IS FURTHER DESCRIBED AS FOLLOWS:

BEING A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF SECTION 22, TOWN 8 SOUTH, RANGE 7 EAST, BEDFORD TOWNSHIP, MONROE COUNTY, MICHIGAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22 AT A FOUND BRASS REMONUMENTATION CAP ON A 1 INCH X 3/8 INCH IRON PIPE IN A MONUMENT BOX AS RECORDED IN LIBER 4, PAGE 94, MONROE COUNTY REGISTER OF DEEDS; THENCE SOUTH 88 DEGREES 48 MINUTES 09 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 22, AND THE CENTERLINE OF DEAN ROAD, 88 FEET WIDE, A DISTANCE OF 681.00 FEET;

THENCE NORTH 80 DEGREES 15 MINUTES 45 SECONDS WEST, A DISTANCE OF 283.71 FEET TO THE SOUTHWEST CORNER OF BROOKWOOD PLAT 1 AS RECORDED IN DOCUMENT NUMBER 2015P02, MONROE COUNTY RECORDS;

THENCE CONTINUING ALONG THE WEST LINE OF SAID BROOKWOOD PLAT 1 THE FOLLOWING TWO COURSES:

NORTH 00 DEGREES 15 MINUTES 45 SECONDS WEST, A DISTANCE OF 100.58 FEET;

NORTH 00 DEGREES 20 MINUTES 42 SECONDS WEST A DISTANCE OF 558.98 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 20 MINUTES 42 SECONDS WEST A DISTANCE OF 375.36 FEET;

THENCE SOUTH 88 DEGREES 48 MINUTES 34 SECONDS EAST, A DISTANCE OF 680.82 FEET TO THE NORTHWEST CORNER OF VILLAGE AT OAK CREEK - PLAT 2 AS RECORDED IN DOCUMENT NUMBER 2015P01, MONROE COUNTY RECORDS;

THENCE ALONG THE BOUNDARY OF SAID VILLAGE AT OAK CREEK - PLAT 2 THE FOLLOWING 6 COURSES:

SOUTH 01 DEGREES 11 MINUTES 28 SECONDS WEST, A DISTANCE OF 125.09 FEET;

NORTH 78 DEGREES 45 MINUTES 24 SECONDS WEST, A DISTANCE OF 90.82 FEET;

SOUTH 01 DEGREES 11 MINUTES 28 SECONDS WEST, A DISTANCE OF 60.00 FEET;

SOUTH 88 DEGREES 48 MINUTES 34 SECONDS EAST, A DISTANCE OF 21.88 FEET;

SOUTH 01 DEGREES 11 MINUTES 28 SECONDS WEST, A DISTANCE OF 537.57 FEET TO THE NORTH EAST CORNER OF LOT 1 IN SAID BROOKWOOD PLAT 1;

THENCE ALONG THE WESTERLY BOUNDARY SAID BROOKWOOD PLAT 1 THE FOLLOWING 8 COURSES:

SOUTH 07 DEGREES 04 MINUTES 03 SECONDS WEST, A DISTANCE OF 361.73 FEET;

NORTH 00 DEGREES 18 MINUTES 18 SECONDS WEST, A DISTANCE OF 353.33 FEET;

NORTH 14 DEGREES 45 MINUTES 40 SECONDS EAST, A DISTANCE OF 38.88 FEET;

SOUTH 09 DEGREES 40 MINUTES 42 SECONDS WEST, A DISTANCE OF 109.89 FEET;

SOUTH 80 DEGREES 10 MINUTES 19 SECONDS EAST, A DISTANCE OF 20.36 FEET;

SOUTH 89 DEGREES 40 MINUTES 42 SECONDS WEST, A DISTANCE OF 130.05 FEET TO THE POINT OF BEGINNING.

8.26

CONTAINING 8.26 ACRES OF LAND, MORE OR LESS;

CONTAINING 30 LOTS NUMBERED 29 THROUGH 58 INCLUSIVE.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT BY THE DIRECTION OF THE OWNERS OF SUCH LAND.

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT.

THAT THE REQUIRED MONUMENTS AND LOT MARKERS HAVE BEEN LOCATED IN THE GROUND OR THAT SURETY HAS BEEN DEPOSITED WITH THE MUNICIPALITY, AS REQUIRED BY THE ACT.

THAT THE ACCURACY OF SURVEY IS WITHIN THE LIMITS REQUIRED BY THE ACT.

THAT THE BEARINGS SHOWN ON THE PLAT ARE EXPRESSED AS REQUIRED BY THE ACT AND AS EXPLAINED IN THE LEGEND.

FWS INC.
DAVID A. ANDRUS, DIRECTOR
5228 BECON ROAD
TOLEDO, OHIO 43623
MICHIGAN FILE #60306

DAVID A. ANDRUS, P.E. DIRECTOR
PROFESSIONAL SURVEYOR #40165

9-6-16

DATE



PROPRIETOR'S CERTIFICATE

OAK CREEK HOLDINGS, LLC, LOCATED AT 3018 KING ROAD, TOLEDO, OHIO 43617, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN BY BRIAN MCCARTHY, MEMBER, AND DAVID SCHMITT, MEMBER, AS PROPRIETOR HAS CAUSED THE LAND DESCRIBED IN THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS PLAT AND THAT THE STREETS ARE DEDICATED FOR THE USE OF THE PUBLIC; THAT THE PUBLIC UTILITY EASEMENTS ARE PRIVATE EASEMENTS; THAT ALL OTHER EASEMENTS ARE FOR THE USES SHOWN ON THE PLAT.

OAK CREEK HOLDINGS, LLC
3018 KING ROAD
TOLEDO, OHIO 43617
MICHIGAN FILE NO. E28459
FILE DATE: JULY 24, 2013

BRIAN MCCARTHY
MEMBER

DAVID SCHMITT
MEMBER

ACKNOWLEDGMENT

STATE OF OHIO
COUNTY OF LUCAS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 6th DAY OF September, 2016,
BY BRIAN MCCARTHY, MEMBER, AND DAVID SCHMITT, MEMBER OF OAK CREEK HOLDINGS, LLC ON BEHALF OF THE LIMITED LIABILITY COMPANY.
A Michigan Limited Liability Company

ARMY HAYDEN-WILSON
NOTARY PUBLIC, LUCAS COUNTY, OHIO
ACTING IN THE COUNTY OF LUCAS
ARMY HAYDEN-WILSON

NOV 4 2018
MY COMMISSION EXPIRES



ARMY HAYDEN-WILSON
Notary Public, State of Ohio
My Commission Expires November 4, 2018

BROOKWOOD PLAT 2

BEING PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWN 8 SOUTH, RANGE 7 EAST,
BEDFORD TOWNSHIP, MONROE COUNTY, MICHIGAN

SHEET 2 OF 4 SHEETS

PROPRIETOR'S CERTIFICATE

WATERFORD BANK A NATIONAL BANKING ASSOCIATION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA BY, ANDREW L. MAHER, ITS VICE PRESIDENT, AS PROPRIETOR HAS CAUSED THE LAND DESCRIBED IN THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS PLAT; THAT THE STREETS ARE DEDICATED FOR THE USE OF THE PUBLIC; THAT THE PUBLIC UTILITY EASEMENTS ARE PRIVATE EASEMENTS; THAT ALL OTHER EASEMENTS ARE FOR THE USES SHOWN ON THE PLAT.

WATERFORD BANK, N.A.
2800 N. MCCORD RD.
TOLEDO, OHIO 43617

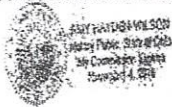
ANDREW L. MAHER
VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF OHIO)
COUNTY OF LUCAS)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 6th DAY OF September, 2016, BY
ANDREW L. MAHER, VICE PRESIDENT, OF WATERFORD BANK A NATIONAL BANKING ASSOCIATION ON BE HALF OF THE
ASSOCIATION.

NA



Amy Hayden-Wilson
NOTARY PUBLIC, LUCAS COUNTY, OHIO
ACTING IN THE COUNTY OF LUCAS
Amy Hayden-Wilson

NOV 4 2018
MY COMMISSION EXPIRES

COUNTY TREASURER'S CERTIFICATE

THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR SPECIAL ASSESSMENTS FOR THE 5 YEARS
PRECEDING, 9-28-16, 2016, INVOLVING THE LANDS INCLUDED IN THIS PLAT.

Kay Sising
KAY SISING, COUNTY TREASURER, MONROE COUNTY

COUNTY DRAIN COMMISSIONER'S CERTIFICATE

APPROVED ON 9-28-16, 2016 AS COMPLYING WITH 1987 PA 288, MCL 580.182 AND THE APPLICABLE RULES AND
REGULATIONS PUBLISHED BY MY OFFICE IN THE COUNTY OF MONROE.

DAVID P. THOMPSON
DRAIN COMMISSIONER, MONROE COUNTY

9-28-16
DATE

CERTIFICATE OF COUNTY ROAD COMMISSIONERS

APPROVED ON October 10, 2016, 2016, AS COMPLYING WITH 1987 PA MCL 580.183 AND THE
APPLICABLE PUBLISHED RULES AND REGULATIONS OF THE BOARD OF ROAD COMMISSIONERS OF MONROE COUNTY.

PAUL JACOBSELL, CHAIRPERSON

DATE

CERTIFICATE OF MUNICIPAL APPROVAL

I CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWNSHIP BOARD OF THE TOWNSHIP OF BEDFORD AT A MEETING
HELD September 6, 2016, AND WAS REVIEWED AND FOUND TO BE IN COMPLIANCE WITH 1987 PA 288, MCL 580.101
TO 580.283. THAT SURETY IS POSTED FOR A PERIOD OF 1 YEAR FOR THE PLACEMENT OF MONUMENTS AND LOT MARKERS, AND
THAT SURETY HAS BEEN POSTED WITH THE MONROE COUNTY DRAIN COMMISSIONER, AGENT FOR THE MUNICIPALITY, FOR THE
INSTALLATION OF PUBLIC SEWER AND PUBLIC WATER SERVICES. THE MUNICIPALITY HAS ADOPTED A SUBDIVISION CONTROL
ORDINANCE AND ZONING ORDINANCE AND WAIVES THE MINIMUM LOT SIZE SPECIFIED.

TRUDY HERNANDEZ
BEDFORD TOWNSHIP CLERK

10/11/2016
DATE

COUNTY PLAT BOARD CERTIFICATE

THIS PLAT HAS BEEN REVIEWED AND IS APPROVED BY THE MONROE COUNTY PLAT BOARD ON November 2, 2016,
AS BEING IN COMPLIANCE WITH ALL OF THE PROVISIONS OF 1987 PA 288, MCL 580.101 TO 580.283, AND THE PLAT BOARD'S
APPLICABLE RULES AND REGULATIONS.

SHARON D. LEMASTERS
CLERK/REGISTER, MONROE COUNTY

KAY SISING
COUNTY TREASURER, MONROE COUNTY

HENRY DEVERNS, CHAIRMAN
MONROE COUNTY BOARD OF COMMISSIONERS

RECORDING CERTIFICATE

STATE OR MICHIGAN
MONROE COUNTY)

THIS PLAT WAS RECEIVED FOR RECORD ON THE 2nd DAY OF September, 2016, AT 2:50 PM AND

RECORDED IN DOCUMENT NUMBER

2017P01

SHARON D. LEMASTERS, CLERK/REGISTER, MONROE COUNTY

DAVID A. ANDRUS, P.S.
PROFESSIONAL SURVEYOR #40155
DIRECTOR

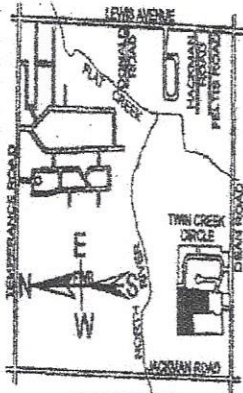
DATE



BROOKWOOD PLAT 2

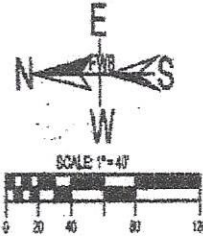
SHEET 3 OF 4 SHEETS

BEING PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWN 8 SOUTH, RANGE 7 EAST,
BEDFORD TOWNSHIP, MONROE COUNTY, MICHIGAN



CURVE NO.	CENTRAL ANGLE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	91°39'40"	151.25	55.00	N 49°28'04"E	153.11
C2	91°39'40"	95.83	60.00	N 49°28'04"E	95.97
C3	0°42'11"	45.77	60.00	S 21°51'46"W	44.62
C4	47°48'35"	50.85	40.00	S 57°17'10"W	48.83

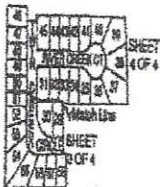
S. 1/4 CORNER SEC. 22, T. 8S., R. 7E., BEDFORD TOWNSHIP, MONROE COUNTY, MICHIGAN.
FOUND BRASS REMONUMENTATION CAP ON A 1 INCH X 3/8 INCH IRON PIPE IN A MONUMENT BOX REC. IN L. 4, P. 381.



LOCATION MAP
SCALE 1" = 100'

LEGEND

- ALL DIMENSIONS IN FEET.
- ALL CURVILINEAR DIMENSIONS ARE ALONG THE ARC.
- MONUMENTS MADE OF SOLID STEEL BARS 1/2 INCH IN DIAMETER AND 36 INCHES LONG AND COMPLETELY ENCASED IN CONCRETE 4 INCHES IN DIAMETER ARE SET AT ALL POINTS SHOWN THIS O.
- MONUMENTS MADE OF SOLID STEEL BARS 1/2 INCH IN DIAMETER AND COMPLETELY ENCASED IN CONCRETE 4 INCHES IN DIAMETER ARE FOUND AT ALL POINTS SHOWN THIS O.
- SOLID STEEL BARS 3/8" IN DIAMETER AND 36 INCHES LONG ARE SET AT ALL OTHER LOT CORNERS.
- THE BEARINGS SHOWN ON THIS PLAT ARE RELATIVE TO THE BROOKWOOD PLAT 1 AS RECORDED IN DOCUMENT NUMBER 2015P02, MONROE COUNTY REGISTER OF DEEDS.
- R= RADIAL LINES NOT MARKED ARE NON-RADIAL.
- CT= COURT



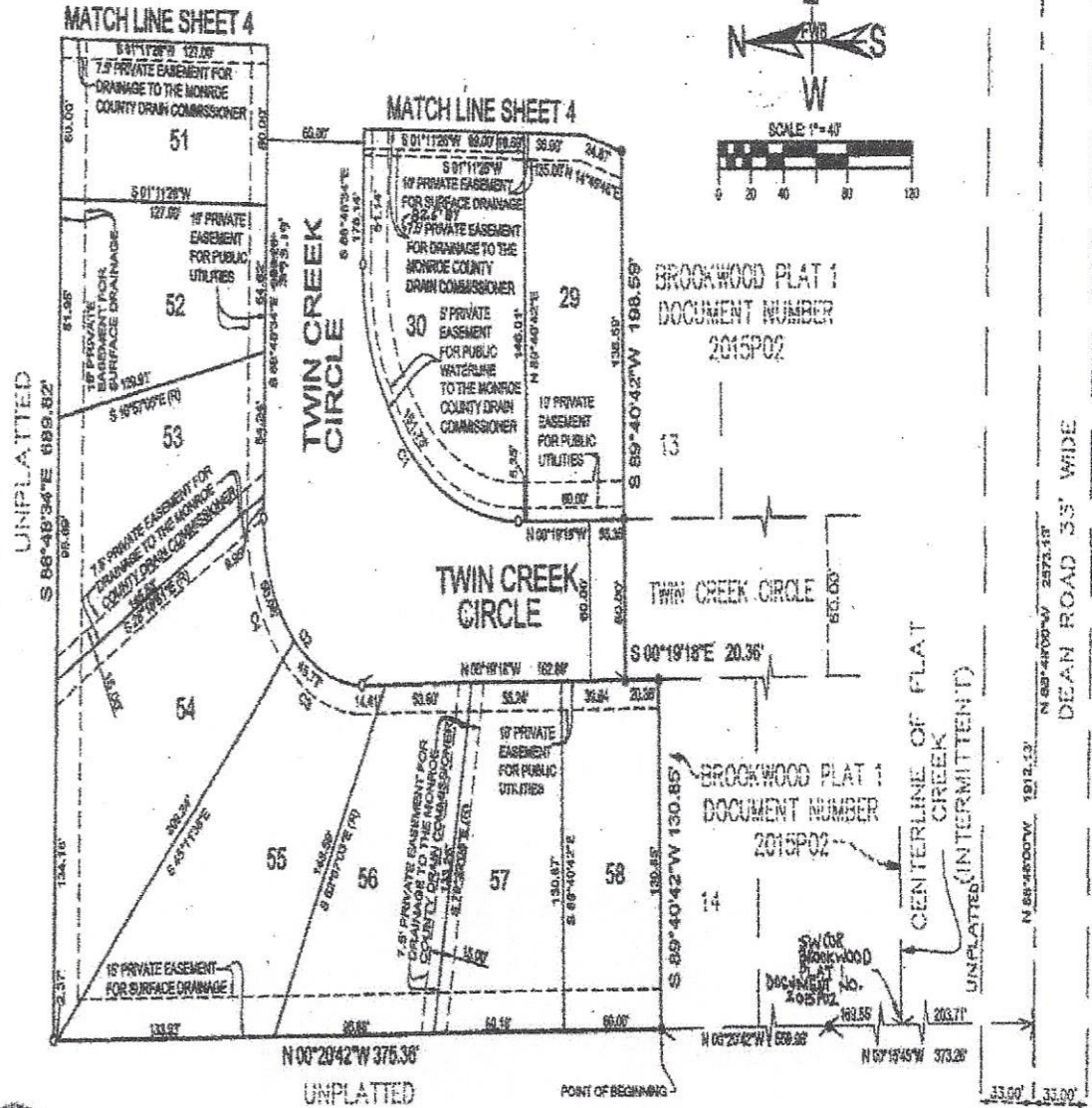
INDEX OF SHEETS
SCALE 1" = 400'



DAVID A. ANDRUS, P.S.
PROFESSIONAL SURVEYOR #47188
DIRECTOR

DATE

12-13-16



S. 1/4 CORNER SEC. 22, T. 8S., R. 7E., BEDFORD TOWNSHIP, MONROE COUNTY, MICHIGAN.
FOUND BRASS REMONUMENTATION CAP ON A 1 INCH X 3/8 INCH IRON PIPE IN A MONUMENT BOX REC. IN L. 4, P. 381.

BROOKWOOD PLAT 2

BEING PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWN 8 SOUTH, RANGE 7 EAST,
BEDFORD TOWNSHIP, MONROE COUNTY, MICHIGAN

LEGEND

1. ALL DIMENSIONS IN FEET.
2. ALL CURVILINEAR DIMENSIONS ARE ALONG THE ARC. MONUMENTS MADE OF SOLID STEEL BARS 1/2 INCH IN DIAMETER AND 35 INCHES LONG AND COMPLETELY ENCASED IN CONCRETE 4 INCHES IN DIAMETER ARE SET AT ALL POINTS SHOWN THUS.
3. MONUMENTS MADE OF SOLID STEEL BARS 1/2 INCH IN DIAMETER AND COMPLETELY ENCASED IN CONCRETE 4 INCHES IN DIAMETER ARE FOUND AT ALL POINTS SHOWN THUS.
4. SOLID STEEL BARS 5/8" IN DIAMETER AND 35 INCHES LONG ARE SET AT ALL OTHER LOT CORNERS.
5. THE BEARINGS SHOWN ON THIS PLAT ARE RELATIVE TO THE BROOKWOOD PLAT 1 AS RECORDED IN DOCUMENT NUMBER 2015P01, MONROE COUNTY REGISTER OF DEEDS.
6. R= RADIAL LINES NOT MARKED ARE NON-RADIAL.
7. CT= COURT



David A. Andrus
DAVID A. ANDRUS, P.S.
PROFESSIONAL SURVEYOR 34915
DIRECTOR

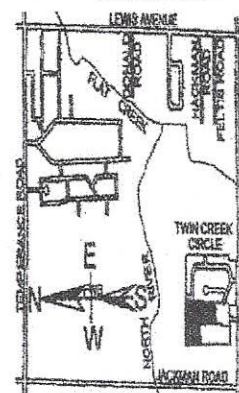
12-15-16

DATE

BY: JHE: 1) APPROVED

DATE: January 3, 2017
BY: DEPARTMENT OF LANDS
AND REGULATORY AFFAIRS

BY: *Michael R. Boyce*
MICHAEL R. BOYCE, P.S., DIRECTOR
OFFICE OF LAND SURVEY
AND REMONUMENTATION

LOCATION MAP
SCALE 1" = 100'INDEX OF SHEETS
SCALE 1" = 400'UNPLATTED
S 88°48'34"E 689.82'UNPLATTED
S 88°48'34"E 689.82'

VILLAGE AT OAK CREEK
- PLAT 2 DOCUMENT
NUMBER 2015P01
FOXMOORE DRIVE
S 01°11'28"W 125.00'

7.5' PRIVATE EASEMENT
FOR PUBLIC
WATERLINE
TO THE MONROE
COUNTY DRAIN
COMMISSIONER

10' PRIVATE
EASEMENT
FOR PUBLIC
UTILITIES

7.5' PRIVATE EASEMENT
FOR DRAINAGE TO THE MONROE
COUNTY DRAIN COMMISSIONER

10' PRIVATE
EASEMENT
FOR PUBLIC
UTILITIES

10' PRIVATE
EASEMENT
FOR PUBLIC
UTILITIES

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10' PRIVATE
EASEMENT
FOR PUBLIC
UTILITIES

10' PRIVATE
EASEMENT
FOR PUBLIC
UTILITIES

TWIN CREEK CIRCLE

VILLAGE AT OAK CREEK - PLAT 2
DOCUMENT NUMBER 2015P01

RIVER CREEK COURT

MATCH LINE SHEET 3

BROOKWOOD PLAT 1
DOCUMENT NUMBER 2015P02

CURVE NO.	CENTRAL ANGLE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C5	87°02'23"	43.38'	66.87'	S 2°46'07"W	46.80'
C6	87°52'09"	42.45'	66.87'	N 1°04'34"E	41.57'
C7	267°41'52"	303.87'	65.82'	S 85°29'57"E	93.76'
C8	27°37'13"	23.44'	65.00'	S 1°01'12"W	23.11'
C9	38°00'01"	45.87'	65.00'	S 01°21'15"E	65.11'
C10	38°50'53"	44.18'	65.00'	S 0°50'10"E	63.98'
C11	38°50'53"	44.18'	65.00'	S 0°50'10"E	63.98'
C12	38°50'53"	44.18'	65.00'	N 82°14'53"E	63.13'
C13	55°05'01"	65.89'	63.00'	N 89°44'07"E	63.17'
C14	14°02'17"	45.83'	63.00'	N 12°19'37"W	15.89'

BROOKWOOD HOA
C/o Spring Meadows Realty
6912 Spring Valley Drive, Suite 211
Holland, OH 43528

DATE: April 24, 2017

FROM: Linda Mohr

TO: All Association Members

Enclosed are the following:

1. 2016 Year End P & L for the Association
2. Standard welcome letters to new owners as some owners did not receive one from previously.
3. Second quarter dues reminder & payment envelope. Apparently the post office failed us in delivering the first billing that was previously sent out. Second quarter fees are actually due April 1, 2017 so please remit payment at your earliest. Third quarter fees are due July 1, 2017. A reminder will be mailed mid-June.

BROOKWOOD HOA
C/o Spring Meadows Realty
6912 Spring Valley Dr., Ste. 211
Holland, OH 43528

April 24, 2017

From: Linda Mohr, Senior Property Manager

To: All Association Members

Spring Meadows Realty has been retained by the Association to help in running the operation efficiently and to arrange for lawn maintenance, spring and fall clean-up and snow removal, as well as collecting fees and keeping financial records. It is also our responsibility to monitor enforcement of the Declaration of Restrictions and Articles of Incorporation. In the event that a particular service is not performed as a homeowner might expect, please notify me by telephone or letter as soon as possible after the situation occurs so we can rectify the situation.

Services covered by your HOA fees include: lawn mowing, trimming, fertilization, grub control and snow removal.

Mowing, trimming, fertilization and grub control are all covered by your association fees. This year, the board has hired Brighton Lawn & Landscape to provide those services. As a reminder, should you have issues with your plantings provided by the builder, please contact their office not Spring Meadows Realty.

You may contact Brighton Lawn & Landscape to start up and winterize your irrigation system. They charge \$30.00 for start-ups + parts & labor (\$40/man hour) and \$35.00 for winterization. They also offer a \$250.00 seasonal service to trim bushes, add mulch & monthly spraying and weeding of beds. The services, provided by Brighton for Irrigation systems & bed maintenance, are billed directly to each owner.

The current maintenance fees for the association are \$1,380.00 per year, payable quarterly at the rate of \$345.00 for those owners who have closed on their home. Lot owners fees are \$135.00 per quarter.

Each individual homeowner's account is maintained separately in our computer. You may receive a printed history of your account payment status upon written request. Fees unpaid will be addressed by legal counsel for collection via a lien on the property or through small claims court. Late fees and interest can be charged to accounts with outstanding balances.

Our office hours are 9:00-5:00, Monday-Friday. Spring Meadows does have a twenty-four (24) hour answering service that answers our main line, 419-491-9200, after hours, on weekends, and holidays. In an emergency, the service will contact the on-call property manager who will respond as soon as possible.

BROOKWOOD HOA		
2016 YEAR END P & L		
INCOME		
Beginning Balance of Assoc.	\$8,011.68	
HOA Fees	\$1,940.00	
TOTAL INCOME	\$9,951.68	
Management Fees		\$500.00
Accounting		\$19.00
Postage, Copies, Paper Supply		\$7.38
Lawn Mowing		\$2,911.84
TOTAL OPERATING EXPENSES		\$3,438.22
NET INCOME (LOSS)		\$6,513.46