

Key Changes in Declaration of Restrictions

Lake LeAnn Property Owners Association Laguana Park

Replace “Development Company” with owners and LLPOA in language related to oversight of Lake LeAnn and its properties.

Old Language:

“Lake Le Ann Development Company...as developers of ...and as developers of ...it desires to impose the following restrictions”

Use was spelled out, but not often defined...”no trailer ...no poultry or livestock...”

“No trailer or temporary structure shall be occupied or stored...”

New Language:

“Pursuant to the Declaration...the undersigned, being the owners of record...hereby amend...to impose the following restrictions”

“The use of any lot shall comply with the bylaws, rules, and regulations of...(LLPOA)”

“No trailer or temporary structure as defined by the Association’s bylaws, rules, and regulations...”

A number of structure restrictions are clarified and made consistent.

Old Language:

Not stated.

Not stated.

“Structures intended for residential use must have a minimum ground floor area of not less than 800 square feet.”

Not stated

Not stated.

New Language:

“Any structure erected must conform to the following minimum standards:”

“The first structure erected and intended for residential use must be a dwelling.”

“Structures intended for residential use must have a minimum ground floor area of not less than 1000 square feet.”

“Any additional structure must conform in appearance to the first structure on said lot.”

“No unsightly receptacle for the storage or disposal of garbage or trash shall be placed on any lot in the subdivision.”

Key Changes in Declaration of Restrictions

The Building Control Committee is established as a standing committee of the Association itself.

Old Language:

“The Building Control Committee shall consist of (3) members appointed by the Lake Le Ann Development Company...In the event of resignation...the remaining members shall appoint...”

“The Building Control Committee shall approve plans for all structures...”

New Language:

Language is removed and the Association establishes the Building Control as a standing Committee

“The Association shall approve plans for all structures...”

Setbacks

Old Language:

None stated.

New Language:

“Any structure erected must be set back not less than 25 ft. from the front and rear lot lines, or waters edge for lakefront lots, whichever is closest to the structure, and not less than 25 ft. from any side street lot line. Side line setbacks shall not be less than 10% of the width of the lot or minimum of six (6) feet at building line. The Association may waive this setback requirement if in its opinion, to do so would provide better utilization of the lot without detracting from the use of any adjoining lot.”

Septic tanks, Docks and Signs

Old Language:

“Written approval of the Hillsdale County Health Department as to the location of all septic tanks...”

Not stated.

Not stated.

New Language:

Language was removed since Hillsdale County Health Department has total control of where and how septic systems are installed.

“Any dock erected shall not extend more than 35 ft. out from the water’s edge. No dock may be erected without approval of the Association.”

“No signs shall be erected on any residential lot except: (1) sign advertising the lot is for sale, and (2) temporary signs erected for less than 30 days in a calendar year. No sign shall be larger than six (6) square feet in area and shall be placed at least 15 feet from any lot line.”

Key Changes in Declaration of Restrictions

Control

Old Language:

Not stated.

New Language:

“Lake Le Ann is designated as a private lake and as such, the right to usage, level, and control remain with the Association or its authorized agent.”

Change Maintenance Fund language

Old Language:

“The owner of each lot shall pay to the Lake Le Ann Maintenance Company \$20 on March 1st of each year...funds so collected shall be used at the discretion of the Lake Le Ann Maintenance Company to maintain all dams, regulate lake level...”

New Language:

“The owner of each lot shall pay a maintenance assessment to the Association, in an amount determined annually by the Association, on March 1st of each year. The maintenance assessment shall be a charge on the land and shall be a continuing lien upon the lot against which each assessment is made. Funds so collected shall be used at the discretion of the Association to maintain all dams, regulate the lake level.”

Add Repurchase Option

Old Language:

Not stated.

New Language:

“The Association shall have the option to repurchase any property offered for sale in the subdivision. Any owner contemplating a sale of property in this subdivision shall present to the Association a bona fide purchase agreement executed by his prospective purchaser. The Association shall have the option for 30 days to purchase subject property for an equivalent price.”