

Reference Master and Unique Added Subdivision Deed Restrictions

ARTICLE VI

RESTRICTIONS

Section 1. Uses of Restricted Property.

(a) Residential Purposes. Except as specifically provided in any Individual Declaration for land intended and allowed to be used for multiple residential or commercial use, as defined in Article II, no Property Unit in the Restricted Property shall be used for other than single-family residential purposes and uses incidental thereto, including a private garage or carport, for the sole use of the Owner, or occupant of the Property Unit.

(b) Short-Term Rental of Residences. For purposes of this Section 1, short-term rentals for temporary housing, defined as a rental of 31 days or less, of any dwelling used primarily as a residence by the Owner thereof, as described herein, shall not be considered a commercial use, and the Association hereby grants a revocable license permitting the same as long as the following restrictions and issued rules and regulations are met. Qualifying short-term rentals of any residential dwelling shall be permitted, provided they do not exceed more than a total of twenty-five (25) rentals per calendar year not exceeding a combined total of 150 days per calendar year, subject to the following conditions. The Owner shall be responsible to ensure that (i) the renters' conduct is consistent with a residential community, (ii) the renters shall comply with the applicable requirements in these Restrictions and applicable rules and regulations of the Association, (iii) the renters do not create an annoyance or nuisance to neighbors, and (iv) a method has been established to immediately correct any violations with the renters while the renters are occupying the dwelling. The Association is granted the authority to develop, issue, and enforce reasonable and appropriate rules and regulations in support of these provisions concerning short-term rentals. Further, the Association has the authority to rescind and subsequently reinstate the above license for individual Property Units and Owners who fail to maintain compliance with these requirements. Short-term renters (lessees) shall have no standing in the Association and are not entitled to any benefits and privileges from the Association. The Association shall develop, publish, and maintain reasonable and appropriate procedures to be used in all rescission and reinstatement decisions.

(c) Long-Term Rentals. For purposes of this Section 1, long-term rentals of any dwelling as described herein for use as a residence as defined in paragraph (a) above of more than 31 days with a written lease shall be permitted. They shall not be considered a commercial use since they are limited to single-family use. At the discretion of the Owner, the services and benefits to Members defined in Article IV, Section 3(f), may be transferred to the renters as defined and limited in Article IV, Section 3(g).

(d) Occupancy Restrictions. All Property Units shall be occupied in strict conformance with the restrictions and regulations of the BOCA National Property Maintenance Code, or such other codes or ordinances, which may be adopted by the municipality with jurisdiction from time to time. Accordingly, the number of persons allowed to reside in any Property Unit shall be restricted by the size and number of the bedrooms, and other areas of any dwelling located on said Property Unit. Such restrictions shall automatically change, without the necessity of an amendment to this document, upon the adoption of alternative regulations by the municipality with jurisdiction, such that the occupancy of all Property Units in the Restricted Property shall be in accordance with all municipal regulations at all times.

(e) Grantor's Rights To Dedicate. Notwithstanding anything to the contrary contained herein, the Grantor shall retain the right to, at its sole cost and expense, dedicate or set aside any Lot owned by Grantor in a platted subdivision or condominium or otherwise subject to this Master Declaration, or any portion thereof, to any appropriate governmental authority for road purposes, if and only if, (i) there is existing or Mandatory or Discretionary Future Development Property that could be accessed through such Lot, or portion thereof, and (ii) express written approval of the Owners of any Lots abutting such proposed dedicated or set aside Lot, or portion thereof, is obtained and such approval has

been recorded with the Otsego County Register of Deeds, and (iii) the Michaywé Owners Association is notified in writing at least thirty (30) days in advance of such dedication or set aside.

(f) Vehicle and Equipment Restrictions. House trailers, commercial vehicles (except while making normal deliveries or providing services), trailers, motor homes, camping vehicles, snowmobiles, any non-motorized vehicles (including but not limited to utility trailers, boats, other watercraft and trailers used to transport snowmobiles, watercraft and other payload), off-the-road vehicles, and all-terrain vehicles shall not be stored or parked on any Property Unit within the Restricted Property unless within a private completely enclosed garage. Automobiles, sport utility vehicles and noncommercial pickup trucks and passenger vans, not exceeding 22 feet in overall length, used as an occupant's primary means of transportation, may be parked on each Property Unit. The Association may issue a written waiver to the preceding restriction only to prevent significant, non-self imposed hardship or if the variance is inconsequential. Notwithstanding the above, parking of noncommercial vehicles and recreational/leisure vehicles and equipment during periods of use, loading and unloading shall be allowed for not more than ten (10) days. The Association shall have the authority to issue rules and regulations not inconsistent with this section relative to the temporary presence of any such listed vehicles or recreational/leisure equipment.

(g) Dividing and Combining Lots and Divided Land. No Lot or previously divided land in the Restricted Property may be further divided unless it is combined with abutting Property Units, all parcels are in good standing, and the division is in accordance with State Law and local ordinance. Notwithstanding this provision, the division or consolidation of units within any condominium established pursuant to the Michigan Condominium Act shall be in strict accordance with the provisions of that Act.

In the event any Property Unit is divided, the division of voting rights for that Property Unit, and the division of its share of all Association Dues, assessments and charges, shall be irrevocably assigned in writing to the subject abutting Property Unit in the Restricted Property by the Parties involved, subject to the following. The obligation of the divided Property Unit for Association Dues, assessments and charges may be assigned to any of the subject abutting Property Units in whole or to each subject abutting Property Units fractionally. The vote of the divided Property Unit shall be assigned to any of the subject abutting Property Units in whole or to each subject abutting Property Units fractionally. An instrument, recorded with the Register of Deeds for Otsego County, Michigan, by the Owner of such divided Property Unit, shall define the division of a Property Unit and shall also include the assignment of voting rights and obligations for dues, assessments, and charges. A copy shall be provided to the Association.

It is further provided that any of the Property Units in a Land Development may, upon written approval of Association, and if all affected Property Units are in good standing, be combined with any other abutting Property Unit or Property Units in abutting Land Developments in the Restricted Property, and for all purposes such combination of Property Units shall be considered as one building site. Any combined Property Units may thereafter be separated back to the original configuration, provided that the resulting separate Property Units meet all setback and other restrictions of this Declaration, as well as all requirements of municipal zoning and building ordinances. When two or more Property Units are combined, the Owner of those Property Units will no longer have the right to name Designated Users for the additional, individual Property Units being combined.

(h) Property Units may be irrevocably combined if an instrument combining the Property Units shall be recorded with the Register of Deeds, Otsego County, State of Michigan, by the Owners of the affected Property Units, and further provided that said instrument specifically provides that the combined lots **may not** be separated back into the original Property Units. Effective with the fiscal year 2005, any two irrevocably combined Property Units shall possess one and one half memberships in MOA (subject to adjustment of votes pursuant to Article IV, Section 3(c) hereof), and will be liable for a one and one-half (1 ½) share of the dues, assessments and charges applicable to any single, non-combined Property Unit in the Restricted Property. If more than two Property Units are irrevocably combined as allowed by the preceding provisions, all Property Units in excess of two will continue to have a full vote in MOA, and shall continue to pay a full share of the dues, assessments, and charges applicable to any single, non-combined Property Unit in the Restricted Property.

Section 2. Approval of Building and Site Plans.

(a) Approval of Construction. No building or other structure of any kind whatsoever, or site preparation related thereto, shall be commenced, erected, re-erected, or moved on any Property Unit within the Restricted Property, nor shall any addition, change or alteration to any structure be made, except interior alterations, until sufficient and detailed plans and specifications for the intended work, showing the nature, kind, shape, height, materials, color schemes, topography, location of structures, proposed tree removals, wells and septic system on the Property Unit and change or addition in relation thereto, the grading plan of the Property Unit to be built upon, and other details specified in applicable rules and regulations shall have been submitted to and approved in writing by the Association or its assigns.

(b) Association's Approval Rights. The Association and/or its appointees shall have the right to refuse to approve any plans, specifications or grading plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in so passing upon such plans, specifications and grading plans, it shall have the right to take into consideration the suitability of the proposed building or other structure to be built with relation to the site upon which it is proposed to be built and the harmony to be achieved with respect to neighboring properties. It is understood that the purpose of this Restriction is to cause the Restricted Property to be developed into a beautiful, harmonious residential recreational community, which is further described in Sections 1 and 3 of this Article. If a disagreement over the matters set forth in this Restriction should arise, the decision of Association shall control.

The decision to approve or not approve shall be guided by the following considerations, among others. Buildings should be located to be harmonious with buildings and landscaping on adjacent Property Units and to minimize the cutting of healthy trees. Building details consistent with this character are moderately steep roofs, moderate overhangs, brick, stone, stucco, wood or wood-grained siding, softer colors such as earth tones, and avoidance of plain rectangular shapes. Other buildings on a Property Unit should be architecturally similar to that of the residence. Landscaping, including replanting of trees, should maintain the maximum number of healthy trees consistent with good forest management, safety and providing reasonable light for plants and ground cover. The Association has the authority to determine conformance with these guidelines as described in the above paragraph.

(c) Variances. The Association shall have the authority to grant variances to the provisions and requirements in this Article only if the following exist. A use variance (use of property for other than the stated purpose in these Master Restrictions) may be granted only if substantial evidence is presented that the property cannot reasonably be used in a manner consistent with these Master Restrictions. A non-use variance (such as changes in a structure's area, height, setback) may be granted only if a practical difficulty is shown, (not self created, but caused by unique or exceptional circumstances), that would prevent the property from being developed in accordance with the requirements of these Master Restrictions. The granting of any variance shall not be of substantial detriment to adjacent Property Units and shall not materially impair the intent and purpose of this Article or the interests of the Owners of Property Units in the Restricted Property as a whole.

(d) Rules and Regulations. The Association shall issue rules and regulations not inconsistent with the Restrictions in this Declaration for the documents and materials to be submitted and for the approval process which shall ensure reasonable and appropriate consideration for the Owner seeking approval of his building and site plans and for other affected Owners.

(e) Association's Approval Procedure. The Association must either approve or reject such approval request (written decision with written explanation) within fourteen (14) business days of receipt of the request and all necessary supporting documents/plans. In the event such request is not approved or rejected within said time period, the request will automatically be deemed approved; provided, however, that plans and location of the structures or improvements to be built on the Property Unit shall conform to, and are in harmony with, existing structures in the Restricted Property, this Master Declaration, and any zoning laws applicable thereto.

(f) Owners' Right to Appeal. Any Owner may request the Board of Directors of the Association to conduct a hearing to reconsider any decision made under the authority of Section 2(b)

above and may present arguments at the hearing. The Board shall promptly render a decision with written explanation on the request. Should an Owner at any time feel aggrieved by the decision of the Association, (either with respect to the approval/denial or any procedural requirements of the Association prior to making a decision), he/it shall have the right to appeal the decision to an independent arbitrator qualified as to architectural, engineering and land planning issues, chosen by mutual consent of the parties. If the parties are unable to agree on an arbitrator, each party shall choose an independent arbitrator qualified as to architectural, engineering and land planning issues, and those two chosen arbitrators shall choose a third. The arbitrators shall expeditiously determine the procedure to be followed and render a decision as soon as reasonably possible. Their majority decision shall be final and pursuant to MCLA 600.5001 (1), a judgment of the Otsego County Circuit Court shall be rendered upon the decision of the arbitrators. All costs of arbitration shall be shared equally between the parties to the arbitration.

Section 3. Character, Restrictions and Size of Buildings and Other Structures.

(a) Residential Recreational Community. The Michaywé Community is a residential recreational community. The character of the Community and buildings shall be developed and maintained to be consistent with and enhance the north woods character and beauty of the original natural setting of the land. Guidelines related to the approval authority are contained in Section 2(b).

(b) Fences, Garden Walls, Retaining Walls, and Pools. Fences, garden walls, retaining walls, and similar devices shall be permitted within the Restricted Property. However; such fences, garden walls, and similar devices shall be constructed only after plans, specifications and location thereof shall first have been submitted in writing to and approved in writing by the Association. In no event shall fences, garden walls, or similar devices be permitted in the front yard of any Property Unit within the Restricted Property, except that ornamental fences not exceeding three feet in height shall be permitted. Furthermore, no fences shall be permitted in any rear Property Unit line easement or side Property Unit line easement so designated as a pedestrian easement in the Land Development. A fence will be permitted around any privately owned swimming pool as a safety precaution or in accordance with ordinances regulating the construction and use of swimming pools. Fences or enclosures to be used as dog runs or to cage any other acceptable household pets shall be attached to the rear of the main residence building or to the rear of an enclosed attached garage or carport, or attached to the side of the dwelling or garage and set back from the front-side corner of the dwelling by at least twenty (20) feet and shall be at least fifty (50) feet from any neighboring residential dwelling or potential residential dwelling location. Further, any such fence or enclosure shall be screened or located so as not to be visible from the street or from the side. The Association and/or its appointees shall have the right to specify any vegetation or screening which may be required to be planted in conjunction with the erection of fences, garden walls, or similar devices.

(c) Outdoor Lighting. Any outdoor lighting shall be located, designed and directed as not to cast light high-intensity light directly on any adjacent Property Unit, or be distracting or annoying to neighbors.

(d) Size Requirements. No dwelling shall be permitted on any Property Unit in the Restricted Property unless the living area thereof is at least 1,200 square feet with a minimum first floor living area of at least 1,000 square feet. The site plan shall include provisions for at least a two-car garage.

Section 4. Building Lines. No building on any Lot within a plat or divided land for use as a single-family residence shall be erected nearer than 50 feet to the front Lot line (side facing the street) or nearer than 20 feet to the side Lot line, or nearer than 35 feet to the rear Lot line unless otherwise specified in the individual declaration for the Land Development in question because of unique conditions for that Land Development. For other Land Developments, no building can be nearer than 50 feet from the front and 35 feet from any other boundary of the Land Development unless otherwise specified in the Master Deed for the Land Development in question because of unique conditions for that Land Development. For corner lots and corner divided land, the setbacks shall be 50 feet to both streets and 20 feet to both sides. These setback requirements shall be measured to the closest point from the site boundary line to

the building, including projections that extend outward from the foundation and other structures, such as, decks that are a part of the amenities for the dwelling. The Association retains the right to approve variances from the terms of this Restriction by the giving of its written consent according to the provisions of Section 2(c) of these Restrictions, subject at all times to the provisions of any applicable zoning ordinances and these Restrictions.

Section 5. Water Supply and Sewage Disposal.

(a) General Requirements. All dwellings constructed, erected, or located within the Restricted Property must be served by a potable water supply system and sewage disposal system. For individual single-family residences, potable water supply and sewage disposal facilities shall, during the initial development of the Land Development, consist of private wells and private septic tanks and subsurface sewage disposal systems for each Property Unit, which shall be installed by each Property Unit Owner or purchaser. For multiple units, potable water supply and sewage disposal facilities shall, during the initial development of the Land Development, consist of public wells and public septic tanks and subsurface sewage disposal system for each Land Development, which shall be installed as common facilities for the Land Development. At some time subsequent to such initial development, the need may arise for the construction of public potable water supply and/or sewage disposal systems to serve all or part of the Restricted Property. (See subparagraphs (h) & (i), below.)

(b) Toilet Facilities. All toilet facilities must be located inside a dwelling. All septic tanks and subsurface sewage disposal systems shall be constructed in compliance with the regulations of the Northwest Michigan Community Health Agency, the Sanitary Code of Otsego County and with applicable Michigan Department of Public Health regulations.

(c) Septic Tanks and Tile Fields.

(1) Except for Property Units abutting a golf course or as otherwise specified in the individual declaration, all septic tanks and tile fields shall be located on the roadside or front of the dwelling to facilitate hookup to municipal sewer when it becomes available or, because of site limitations, with the specific approval of Northwest Michigan Community Health Agency, in an optional location.

(2) For Property Units abutting a golf course, all water wells shall be located on the roadside to provide maximum isolation from golf course fairways, unless otherwise approved by Northwest Michigan Community Health Agency prior to or at time of application and issuance of building permit for a specific Michaywé site or lot by the appropriate municipal authority.

(3) Whether the septic tank and tile fields are located in the front yard (the yard located abutting the public or private road right-of-way) or in the rear yard, the area of the septic tank and tile field, excluding the area of all required lot boundary required setbacks, driveway areas and required setbacks of septic tank and tile fields from house, shall contain not less than a "net" area of three thousand (3,000) square feet of surface land area suitable for installation of septic tank and tile field. The purpose of this requirement and restriction is to provide for adequate space in which to relocate a septic tank and/or tile file in the same general area in case of failure of same.

(4) The Association, and its successors, assigns or designee, in granting site plan and building plan approval, shall require as a condition of such approval the above referred to three thousand (3,000) "net" square feet of land for septic tank and tile field area. This requirement may be modified or waived by the Northwest Michigan Community Health Agency.

(5) All septic tanks and tile fields shall be located at least 20 feet away from any proposed or existing earth cut, to eliminate potential leaking of septic tank effluent into ground surface. Due to topographic limitations, raw sewage ejectors or effluent pumps may be required to pump septic tank effluent to a suitable location for a septic tank tile field. Tile fields may not be constructed on severe grades.

(d) Water Wells. All potable water wells drilled on individual Property Units shall utilize a casing of at least four-inch outside diameter and the well screen in each case shall be installed at least 100 feet below the land surface and at least 50 feet below the water table unless otherwise approved by

the Northwest Michigan Community Health Agency. Requirements for public wells for multiple-unit Land Developments shall be individually developed, and shall require approval of Northwest Michigan Community Health Agency.

(e) Oil and Gas Drilling. Oil and gas well drilling shall not be permitted within the Land Developments in the Michaywé Community without written approval of the Michigan Department of Public Health and Northwest Michigan Community Health Agency. A minimum of 300 feet of isolation area shall be maintained from the boundaries of any oil or gas well drilling site, production well, and storage separation to the nearest Property Unit or habitable dwelling. Where Property Units abut existing oil or gas well installations, a minimum of 200 feet of isolation area shall be maintained between the wellhead and any proposed potable water wells serving the individual Property Units unless otherwise approved by Northwest Michigan Community Health Agency.

(f) Permits. Permits to construct individual water supplies and sewage systems for individual Property Units, or to construct public water supplies and public sewage systems for Land Developments, shall be obtained from Northwest Michigan Community Health Agency prior to any site clearing, placement of driveway, culverts, or site excavation; prior to the commencement of any construction, and prior to issuance of a building permit for the specific Property Unit by the appropriate municipal authority.

(g) Drilling of Water Wells. All potable water wells drilled on Property Units in the Restricted Property shall be drilled by a well driller licensed by the State of Michigan under the supervision of the Northwest Michigan Community Health Agency, and only after obtaining a well-drilling permit. A completed well log form for each such potable water well shall be submitted to the Northwest Michigan Community Health Agency within sixty (60) days following completion of such well.

(h) Construction Restriction. The construction of dwellings in the Restricted Property shall be limited to construction of not more than 800 single-family residences within the Restricted Property, including those in multiple units in multiple-unit Land Developments, until such time as a public water supply and/or public sewage disposal system has been constructed and made available to all or part of such Property Units or other Land Developments, or until a waiver or amendment of such 800-single-family-residence requirement shall have been obtained from the Northwest Michigan Community Health Agency and the Michigan Department of Public Health.

(i) Requirement to Connect to Public Water and Sewer Facilities. The acceptance of a conveyance or the execution of any land contract to purchase any Property Unit in any Land Development by any Owner or purchaser shall constitute the agreement by each such Owner or purchaser, his heirs, executors, administrators and assigns that:

(1) The construction of all or any part of any such public water supply and any such public sewage disposal system may be financed, in whole or in part, by the creation of a special assessment district which shall include such Property Unit and that such Owner or purchaser shall execute any petition circulated for the purpose of creating such a special assessment district and shall vote in favor of the creation of such a district in any referendum called for that purpose.

(2) Each such Owner or purchaser shall pay any special assessment imposed by the creation of a special assessment district, which may be levied against his Property Unit.

(3) Each such Owner or purchaser shall take such steps and perform such acts as may be deemed necessary by appropriate state, county and township agencies to connect his water intake and sewage discharge facilities to such public system or systems within ninety (90) days following the completion of such system or systems, and further agrees that he will pay any tie-in or hookup charge related thereto.

(j) Water Quality Monitoring Program. To facilitate the gathering of necessary information concerning water quality, the Northwest Michigan Community Health Agency and the Association have developed a program, recorded in Liber 0843, Pages 37-71, Otsego County Records, and which may be updated from time to time, to monitor water quality within the Restricted Property. The Association, its successors or assigns, and its authorized designees hereby reserves the right and authority, and all

required easements, to take water samples from the water well(s) located on each of the Property Units for the purpose of testing and evaluation of the portability of the water and the contents and materials contained in the water samples. Such water samples may be given directly to the Northwest Michigan Community Health Agency for testing or may be tested by a private entity, and the results of such tests delivered to the Northwest Michigan Community Health Agency.

Section 6. Buildings Adjacent to Flood Plain. All buildings used or capable of being used for residential purposes and occupancy which are located in, near or adjacent to the flood plain of the North Branch of the Au Sable River, said flood plain defined as all land area adjacent to the river lying below the contour elevation if and as specified in the individual declaration or master deed for the Land Development shall:

(a) Have lower floors, excluding basements, a minimum of one (1) foot higher than the elevation of the contour defining the flood plain limits.

(b) Have openings into the basement not lower than the elevation of the contour defining the flood plain limits.

(c) Have basement walls and floors, below the elevation of the contour defining the flood plain limits, watertight and reinforced to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the flood plain limits.

(d) Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building.

(e) Be properly anchored to prevent flotation.

Section 7. Animals. No chickens, other fowl, horses, or livestock shall be kept or harbored on any of the Property Units within the Restricted Property. No animals shall be kept or maintained on any such Property Unit excepting household pets for use by the occupants of dwellings within the Restricted Property. No animals shall be kept on any Property Units for any commercial purpose. Household pets shall have such care as not to be objectionable or offensive on account of noise, odor, or unsanitary conditions. Animals may be declared nuisances by the Association and must be removed within ten (10) days following the receipt by the owner of such animals of a request for removal in writing from the Association or its authorized representative.

Section 8. Signs. No sign or billboard shall be placed or maintained on any Property Unit except one professionally prepared sign located on the road side of the Property Unit advertising the Property Unit or house located thereon for sale or lease, and having not more than four (4) square feet of surface area, the top of which shall be not more than three feet above the ground and shall not be attached to trees or other vegetation. The Association shall have the authority to remove any sign in road right-of-ways within the Restricted Property if such signs are also in violation of local ordinance. The Association shall have the right to develop and issue rules and regulations permitting personal identification and other non-advertising signs as it deems appropriate for the Michaywé Community.

Section 9. Easements. Easements and rights-of-way are hereby reserved as shown on the recorded plat or Master Deed for the Land Development, to include rear and side Lot line easements designated as pedestrian easements. In addition to the above easements and rights-of-way, there are hereby reserved easements on, in, over, and through areas six (6) feet in width along all front, rear and side Lot lines of all Lots in the Subdivisions and along the boundaries of other Land Developments for the installation and/or maintenance of telephone or electric poles, lines or conduits, sewer lines, gas lines or water mains, for drainage purposes, or any other purpose or use deemed necessary by the Grantor. The use of all or any part of such easements and rights-of-way may be granted or assigned at any time hereafter by the Grantor to any person, firm, governmental unit or agency, or corporation furnishing any of the aforementioned services.

Section 10. Refuse. No refuse pile or other unsightly or objectionable materials shall be allowed on any Property Unit within the Restricted Property unless the same shall be properly concealed. Refuse, ashes, building materials, garbage, and debris of any kind shall be handled and stored in such a manner as not to be offensive to neighbors.

Section 11. Noxious Activity. No noxious or offensive activity shall be carried on upon any Property Unit within the Restricted Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Reasonable rules and regulations may be adopted by the Association concerning, but not limited to, the use of snowmobiles and motorized sport vehicles and the mowing and care of grass or lawn areas.

Section 12. Trees and Forest Management. Good forest management and practices shall be used by each Owner of each Property Unit and the Association to maintain and enhance the north woods character and beauty of the original natural setting of the land. Removal of dead and diseased trees and brush is appropriate to improve appearance and to reduce fire and safety hazards. Except as may be required for construction, no more than 10% of the trees over six (6) inches in diameter (measured 12" above ground level) can be removed without approval of the Association. Commercial harvesting of trees is prohibited.

Section 13. Oil and Mining Operations. Except with the written consent of the Association, all Owners and purchasers of Property Units within the Restricted Property, all holders of mineral rights, and the Association shall be bound by the following: No oil drilling, oil development or oil refining operations, or quarrying or mining operations of any kind shall be permitted upon or in any Property Unit or parcel nor shall oil wells, tanks, tunnels, mineral excavations or shafts, except for domestic water wells, be permitted upon or in any Property Unit or parcel, and no derricks or other structures designed for use in drilling for oil or natural gas shall be erected, maintained or permitted upon any Property Unit or parcel.

Section 14. Boating and Lake Restrictions. No motorized boats and vehicles shall be permitted on any private lake within the Restricted Property either existing or proposed, unless in the case of an emergency or following receipt of the written approval of the Association.

Section 15. Fuel Storage Tanks. All fuel storage tanks shall be covered if below ground level, or if above ground, concealed from view from the street by a device or enclosure in architectural harmony with the buildings and landscaping.

Section 16. Exterior Completion Requirement. All buildings erected in the Restricted Property shall have their approved exterior finishes completed within six months from the date construction of such buildings shall have commenced. The Association, and/or its agents or appointees, reserves the exclusive right to approve such extension or extensions of this period as it shall deem appropriate.

Section 17. Fires and Equipment for Combustibles. Ground fires and open fires are prohibited. Furnaces, fireplaces, barbecues, and incinerators shall be constructed so as to be spark-proof and to prevent ground fires. All burning of trash shall be performed in incineration devices approved by the municipality with jurisdiction.

Section 18. Hunting and Shooting. No hunting, shooting, or discharge of firearms shall be permitted in the Restricted Property.

Section 19. Drainage.

(a) Crossing Drainage Areas. No purchaser or Owner of any Property Unit in the Restricted Property shall build, grade or construct any driveway or road to his Property Unit from any street in the Restricted Property if such driveway or road shall cross any drainage ditch unless such Owner or purchaser shall provide and install in such drainage ditch, in accordance with the requirements of the Otsego County Road Commission, a culvert approved by such Commission to provide clear and unobstructed flow through such drainage ditch. The installation of said culvert shall be such as to avoid

ponding in such drainage ditch. Any damage to such drainage ditch, which results from the installation of such culvert or from any other activity of such Owner or purchaser, shall be promptly repaired by and at the expense of such Owner or purchaser.

(b) Grading. No Property Unit in the Restricted Property shall be graded or landscaped in any manner, which will create or result in ponding on such Property Unit or on any Property Unit within the Restricted Property.

Michaywé Restricted Property

Michaywé Subdivision Numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15

Michaywé Hills No. 1

Michaywé Trail Subdivision

Fairway Lakes Condominium Land & Fairway Lakes Club Condominiums

Au Sable Bridge Estates Condominium

Michaywé Hotel- Lodge Land

Michaywé Multiple Infinity Investment Land

Michaywé Fairways No. 1

Michaywé Lakes

Michaywé Fairways No. 2

Parcels S, W, and X

Michaywé Subdivision No. 1

ARTICLE II RESTRICTIONS

Section 1. Flood Plain Building Restrictions. The provisions of Article V, Section 5, of the Declaration of Master Covenants, Conditions and Restrictions for the Michaywé Restricted Property, recorded in Liber _____, Pages _____, Otsego County Records, concerning building restrictions for buildings adjacent to the Flood Plain of the north branch of the Au Sable River shall apply to land lying below contour elevation 1262.7 (U.S.G.S. Datum).

Section 2. Master Restrictions Applicable. Other than Section 1, there are no restrictions applicable to this Subdivision that are unique to Michaywé Subdivision No. 1 and its development, geography, terrain and land conditions. Therefore, unless and until this Declaration is amended as provided below, the provisions and restrictions contained in the Declaration of Master Covenants, Conditions and Restrictions for the Michaywé Restricted Property shall be the only restrictions applicable to all land within Michaywé Subdivision No. 1, other than Section 1, above.

Michaywé Subdivision No. 2

ARTICLE II RESTRICTIONS

Section 1. Use of Parks. All parks designated in the Plat of Michaywé #2 have been conveyed to the Association. Such parks are available for the use and enjoyment of all members of the Association and the Association shall be responsible for the necessary upkeep and maintenance of such parks. All parks shall be used solely for recreational purposes and no dwelling or structure of any kind shall be built, parked or erected upon such parks, except as determined by the Association.

Section 2. Master Restrictions Applicable. Other than Section 1, there are no restrictions applicable to this Subdivision that are unique to Michaywé Subdivision No. 2 and its development, geography, terrain and land conditions. Therefore, unless and until this Declaration is amended as provided below, the provisions and restrictions contained in the Declaration of Master Covenants, Conditions and Restrictions for the Michaywé Restricted Property shall be the only restrictions applicable to all land within Michaywé Subdivision No. 2, other than Section 1, above.

Section 3. Provisions Relating to Outlots. Outlots A and B in Michaywé #2 are presently reserved by the proprietor of the Plat for use as future roads. To the extent such outlots are not used for road purposes they shall be subject to all of the provisions hereof and to those contained in the Declaration of Master Covenants, Conditions and Restrictions for the Michaywé Restricted Property.

Michaywé Subdivision No.3

ARTICLE II RESTRICTIONS

Section 1. Use of Parks. All parks designated in the Plat of Michaywé Subdivision No. 3 have been conveyed to the Association. Such parks are available for the use and enjoyment of all members of the Association and the Association shall be responsible for the necessary upkeep and maintenance of such parks. All parks shall be used solely for recreational purposes and no dwelling or structure of any kind shall be built, parked or erected upon such parks, except as determined by the Association.

Section 2. Building Restrictions Based on Sewage Limitations. The construction of dwellings upon the following specified lots in Michaywé Subdivision No. 3 shall be limited to the number of building sites indicated below until such time as a public sewage disposal system is available to such lots:

Group Number One - Lots 805 to 810, inclusive, a maximum of four building sites.

Group Number Two - Lots 811 and 812, a maximum of one building site.

Group Number Three - Lots 813 and 814, a maximum of one building site.

Group Number Four - Lots 853 to 855, inclusive, a maximum of two building sites.

Group Number Five - Lots 856 to 858, inclusive, a maximum of two building sites.

Group Number Six - Lots 950 to 954, inclusive, a maximum of three building sites.

Group Number Seven - Lots 1000, 1001 and 1002, except that portion of Lot 1000 described as follows:

Beginning at the S. E. corner of Lot 1000, Michaywé Subdivision No. 3 Subdivision; thence S. $73^{\circ} 15' 30''$ W. along the Southerly line of said Lot 1000 a distance of 150.00 feet to the S.W. corner of said lot; thence N. $07^{\circ} 45' 30''$ E. 70.00 feet; thence N. $73^{\circ} 15' 30''$ E. 120.97 feet to a point on the East line of said Lot 1000; thence S. $16^{\circ} 44' 30''$ E. along said East line 63.7 feet to the point of beginning.

A maximum of one building site.

Section 3. Master Restrictions Applicable. Other than Sections 1 & 2, there are no restrictions applicable to this Subdivision that are unique to Michaywé Subdivision No. 3 and its development, geography, terrain and land conditions. Therefore, unless and until this Declaration is amended as provided below, the provisions and restrictions contained in the Declaration of Master Covenants, Conditions and Restrictions for the Michaywé Restricted Property shall be the only restrictions applicable to all land within Michaywé Subdivision No. 3, other than Sections 1 & 2, above.

Section 4. Provisions Relating to Outlots. Outlot C in Michaywé Subdivision No. 3 is presently reserved by the proprietor of the Plat for use as a future road. To the extent such outlot is not used for road purposes it shall be subject to all of the provisions hereof and to those contained in the Declaration of Master Covenants, Conditions, and Restrictions for the Michaywé Restricted Property.

Michaywé Subdivision No. 4

ARTICLE II RESTRICTIONS

Section 1. Building Restrictions. Notwithstanding anything contained to the contrary in the Declaration of Master Covenants, Conditions and Restrictions for the Michaywé Restricted Property, no fence, garden wall, retaining wall or similar device shall be permitted on the side or rear yard, nor shall any swimming pool, dog run, or other ancillary structure or building on the side or rear yard of Lots 1031 through 1038 inclusive, Lots 1040 through 1052 inclusive and Lots 1059 through 1074 inclusive, without the prior written consent of the Association or its assigns.

Section 2. Master Restrictions Applicable. Other than Section 1, there are no restrictions applicable to this Subdivision that are unique to Michaywé Subdivision No. 4 and its development, geography, terrain and land conditions. Therefore, unless and until this Declaration is amended as provided below, the provisions and restrictions contained in the Declaration of Master Covenants, Conditions and Restrictions for the Michaywé Restricted Property shall be the only restrictions applicable to all land within Michaywé Subdivision No. 4, other than Section 1, above.

Michaywé Subdivision No. 5

ARTICLE II RESTRICTIONS

Section 1. Building Restrictions. Notwithstanding anything contained to the contrary in the Declaration of Master Covenants, Conditions and Restrictions for the Michaywé Restricted Property, no fence, garden wall, retaining wall or similar device shall be permitted on the side or rear yard, nor shall any swimming pool, dog run, or other ancillary structure or building on the side or rear yard of Lots 1164 through 1171 inclusive and Lots 1173 through 1176 inclusive, without the prior written consent of the Association or its assigns.

Section 2. Master Restrictions Applicable. Other than Section 1, there are no restrictions applicable to this Subdivision that are unique to Michaywé Subdivision No. 5 and its development, geography, terrain and land conditions. Therefore, unless and until this Declaration is amended as provided below, the provisions and restrictions contained in the Declaration of Master Covenants, Conditions and Restrictions for the Michaywé Restricted Property shall be the only restrictions applicable to all land within Michaywé Subdivision No. 5, other than Section 1, above.

Michaywé Subdivision No. 6

ARTICLE II RESTRICTIONS

Section 1. Flood Plain Building Restrictions. The provisions of Article V, Section 5, of the Declaration of Master Covenants, Conditions and Restrictions for the Michaywé Restricted Property, recorded in Liber ____, Pages ____, Otsego County Records, concerning building restrictions for buildings adjacent to the Flood Plain of the north branch of the Au Sable River shall apply to land lying below contour elevation 1257.7 and 1262.6 (U.S.G.S. Datum) as shown on pages 3 and 6 of the recorded plat of Michaywé No. 6.

Section 2. Building Restrictions Based on Sewage Limitations. No dwellings may be constructed upon Lots 1312 through 1313 inclusive and Lots 1331 through 1343 inclusive until such time as a public sewage disposal system has been constructed and made available to such Lots, or until a waiver of such requirement is obtained from Northwest Michigan Community Health Agency.

Section 3. Building Restrictions. Notwithstanding anything contained to the contrary in the Declaration of Master Covenants, Conditions and Restrictions for the Michaywé Restricted Property, no fence, garden wall, retaining wall or similar device shall be permitted on the side or rear yard, nor shall any swimming pool, dog run, or other ancillary structure or building on the side or rear yard of Lots 1205 through 1223 inclusive, Lots 1237 through 1253 inclusive, 1261 through 1268 inclusive, Lots 1270 through 1298 inclusive, and Lots 1328 through 1331 inclusive, without the prior written consent of the Association or its assigns.

Section 4. Master Restrictions Applicable. Other than Sections 1, 2 & 3, there are no restrictions applicable to this Subdivision that are unique to Michaywé Subdivision No. 6 and its development, geography, terrain and land conditions. Therefore, unless and until this Declaration is amended as provided below, the provisions and restrictions contained in the Declaration of Master Covenants, Conditions and Restrictions for the Michaywé Restricted Property shall be the only restrictions applicable to all land within Michaywé Subdivision No. 6, other than Sections 1, 2 & 3, above.

Michaywé Subdivision Nos. 7, 8, 9, 10, 11 and 12

ARTICLE II RESTRICTIONS

Section 1. Flood Plain Building Restrictions. The provisions of Article V, Section 5, of the Declaration of Master Covenants, Conditions and Restrictions for the Michaywé Restricted Property, recorded in Liber ____, Pages ____, Otsego County Records, concerning building restrictions for buildings adjacent to the Flood Plain of the north branch of the Au Sable River shall apply to land lying below contour elevation 1267.3 and 1269.8 (U.S.G.S. Datum) as shown on page 1 of the recorded plat of Michaywé No. 7, and to all land adjacent to Pine Forest Lake lying below contour elevation 1256.5 (U.S.G.S. Datum) as shown on page 1 of the recorded plat of Michaywé No. 8.

Section 2. Building Restrictions Based on Sewage Limitations. Due to severe slope limitations, no dwellings may be constructed upon Lots 1456 through 1465, inclusive, and Lots 1496 through 1504, inclusive, of Michaywé Subdivision No. 12 until such time as a public sewage disposal system has been constructed and made available to such Lots, or until such time that it can be demonstrated to the satisfaction of the Northwest Michigan Community Health Agency by a Registered Professional Engineer or Architect, that a site plan can be prepared providing suitable areas for the building, driveway(s), parking, water wells and individual sewage disposal system, or until a waiver of such requirements is obtained from Northwest Michigan Community Health Agency.

Section 3. Building Restrictions. Notwithstanding anything contained to the contrary in the Declaration of Master Covenants, Conditions and Restrictions for the Michaywé Restricted Property, no fence, garden wall, retaining wall or similar device shall be permitted on the side or rear yard, nor shall any swimming pool, dog run, or other ancillary structure or building on the side or rear yard of Lots 1345 through 1354 inclusive, Lots 1368 through 1369 inclusive, and 1392 through 1408 inclusive, without the prior written consent of the Association or its assigns.

Section 4. Master Restrictions Applicable. Other than Sections 1, 2 & 3, there are no restrictions applicable to these Subdivisions that are unique to Michaywé Subdivisions Nos. 7, 8, 9, 10, 11, & 12 and their development, geography, terrain and land conditions. Therefore, unless and until this Declaration is amended as provided below, the provisions and restrictions contained in the Declaration of Master Covenants, Conditions and Restrictions for the Michaywé Restricted Property shall be the only restrictions applicable to all land within Michaywé Subdivisions Nos. 7, 8, 9, 10, 11, & 12, other than Sections 1, 2 & 3, above.

Michaywé Subdivision No. 13

ARTICLE II RESTRICTIONS

Section 1. Building Restrictions Based on Sewage Limitations. Due to severe slope limitations on several Lots in Michaywé Subdivision No. 13, the construction of dwellings upon the following specified Lots in Michaywé Subdivision No. 13 Subdivision shall be limited to the number of building sites indicated below until such time as a public sewage disposal system has been constructed and made available to such Lots, or until such requirement is waived by the Northwest Michigan Community Health Agency:

| <u>Group Number</u> | <u>Lots</u> | <u>Maximum</u> |
|---------------------|--------------------|-------------------|
| One | 1544, 1545, & 1546 | One building site |
| Two | 1547 and 1548 | One building site |
| Three | 1551 and 1552 | One building site |
| Four | 1562 and 1563 | One building site |
| Five | 1564 and 1565 | One building site |
| Six | 1606 and 1607 | One building site |
| Seven | 1639 and 1640 | One building site |
| Eight | 1682 and 1683 | One building site |
| Nine | 1695 and 1696 | One building site |
| Ten | 1697 and 1698 | One building site |
| Eleven | 1709 and 1710 | One building site |
| Twelve | 1714 and 1715 | One building site |
| Thirteen | 1734 and 1735 | One building site |

Section 2. Master Restrictions Applicable. Other than Section 1, there are no restrictions applicable to this Subdivision that are unique to Michaywé Subdivision No. 13 and its development, geography, terrain and land conditions. Therefore, unless and until this Declaration is amended as provided below, the provisions and restrictions contained in the Declaration of Master Covenants, Conditions and Restrictions for the Michaywé Restricted Property shall be the only restrictions applicable to all land within Michaywé Subdivision No. 13, other than Sections 1, above.

Michaywé Subdivision No. 14

ARTICLE II RESTRICTIONS

There are no restrictions applicable to this Subdivision that are unique to Michaywé Subdivision No. 14 and its development, geography, terrain and land conditions. Therefore, unless and until this Declaration is amended as provided below, the provisions and restrictions contained in the Declaration of Master Covenants, Conditions and Restrictions for the Michaywé Restricted Property shall be the only restrictions applicable to all land within Michaywé Subdivision No. 14.

Michaywé Subdivision No. 15

ARTICLE II RESTRICTIONS

Section 1. Building Restrictions Based on Sewage Limitations. Due to severe slope limitations on several Lots in Michaywé Subdivision No. 15, the construction of dwellings upon the following specified Lots in Michaywé Subdivision No. 15 Subdivision shall be limited to the number of building sites indicated below until such time as a public sewage disposal system has been constructed and made available to such Lots, or until such requirement is waived by the Northwest Michigan Community Health Agency:

| <u>Group Number</u> | <u>Lots</u> | <u>Maximum</u> |
|---------------------|---------------|-------------------|
| One | 1987 and 1988 | One building site |
| Two | 2003 and 2004 | One building site |
| Three | 2011 and 2012 | One building site |

In addition, also due to severe slope limitations, no dwellings may be constructed upon:

Lots 1979 through 1980, inclusive,
Lot 1982,
Lots 1984 through 1988, inclusive,
Lots 1995 through 2004, inclusive,

and Lots 2010 through 2016, inclusive of Michaywé Subdivision No. 15 until such time as a Public sewage disposal system has been constructed and made available to such lots, or until such time that it can be demonstrated to the satisfaction of the Michigan Department of Health by a Registered Professional Engineer or Architect, that a site plan can be prepared providing suitable areas for the building, driveway(s) parking, water wells and individual sewage disposal system, or until a waiver of such requirements is obtained from Northwest Michigan Community Health Agency. Owners of the above noted Lots may expect that, to satisfy the requirements set forth above, it may be necessary to clear and remove trees and grade the lots in a manner not typical to Lots in Michaywé having less severe slopes.

Section 2. Building Restrictions Based on Water Service Limitations. Lots 2048-2052, inclusive, have not been certified for on-lot water supplies, therefore, building development on such lots is hereby prohibited until such time as the Health Department of the State of Michigan determines an acceptable water supply is available to lots 2048-2052, inclusive, or otherwise determines that this restriction is unnecessary in which event, upon the filing of an affidavit attaching the Health Department approval, such restrictions shall terminate and be of no further force and effect; provided that these restrictions shall not be subject to amendment without approval of the Health Department of the State of Michigan and shall otherwise run in perpetuity.

Michaywé Hills No. 1

ARTICLE II RESTRICTIONS

There are no restrictions applicable to this Subdivision that are unique to Michaywé Hills No. 1 and its development, geography, terrain and land conditions. Therefore, unless and until this Declaration is amended as provided below, the provisions and restrictions contained in the Declaration of Master Covenants, Conditions and Restrictions for the Michaywé Restricted Property shall be the only restrictions applicable to all land within Michaywé Hills No. 1.

Michaywé Trail Subdivision

ARTICLE II RESTRICTIONS

There are no restrictions applicable to this Subdivision that are unique to Michaywé Trail Subdivision and its development, geography, terrain and land conditions. Therefore, unless and until this Declaration is amended as provided below, the provisions and restrictions contained in the Declaration of Master Covenants, Conditions and Restrictions for the Michaywé Restricted Property shall be the only restrictions applicable to all land within Michaywé Trail Subdivision.

Fairway Lakes Condominium Land & Fairway Lakes Club Condominium

ARTICLE II RESTRICTIONS

Section 1. Flood Plain Building Restrictions. The provisions of Article V, Section 5, of the Declaration of Master Covenants, Conditions and Restrictions for the Michaywé Restricted Property, recorded in Liber ____, Pages ____, Otsego County Records, concerning building restrictions for buildings adjacent to the Flood Plain of the north branch of the Au Sable River shall apply to land lying below contour elevation 1262.7 (U.S.G.S. Datum). No filling or occupation of the flood plain shall take place without prior written approval of the Department of Environmental Quality.

Section 2. Multiple Residential Land Provisions. Use of these lands has been designated as multiple residential, and will allow and permit a variety of multiple residential type uses such as but not limited to the following: apartment duplex, triplex, quadplex, resort hotel, garden terrace, condominiums, townhouses, and senior citizen multiple residential, subject to the additional provisions hereof. Multiple residential land developments may provide amenities and facilities for the exclusive use of the tenants and owners of the multiple residential units.

A. Size, Setback and Parking Restrictions. No multiple residential dwelling shall be permitted on multiple residential development land unless such multiple residential dwelling units conform to the minimum size, setback and parking requirements, as provided in Exhibit B.

B. Special Setback Requirement. When the boundary of a Multiple Development is adjacent to and abuts a single family residential platted lot or lots, the lot line setback from such common lot line to any part of the multiple residential structures shall be not less than thirty (30) feet.

C. Exterior Materials and Colors: No concrete or cinder block nor aluminum siding shall be allowed for use as exterior materials exposed to view. Wood, natural and painted, fiberglass, stucco, brick, stone, ledgerock and other similar materials shall be allowed and encouraged for use, as exterior materials. No bright color shall be used for painting of the exterior of multiple residential structures excepting an accent colors to colors used on the majority part of the surface of the buildings. Natural wood colors and earth tones shall be allowed and encouraged for extension colors of multiple residential developments within the boundaries of Michaywé.

Section 3. Master Restrictions Applicable. Other than Sections 1 & 2 above and the provisions contained in the Condominium Documents, there are no restrictions applicable to this Subdivision that are unique to the land herein described and referred to as Fairway Lakes Condominiums and its development, geography, terrain and land conditions. Therefore, unless and until this Declaration is amended as provided below, the provisions and restrictions contained in the Declaration of Master Covenants, Conditions and Restrictions for the Michaywé Restricted Property shall be the only restrictions applicable to all land herein described and referred to as Fairway Lakes Condominiums, other than Sections 1 & 2 above and the provisions contained in the Condominium Documents.

Au Sable Bridge Estates Condominium

ARTICLE II RESTRICTIONS

Section 1. Flood Plain Building Restrictions. The provisions of Article V, Section 5, of the Declaration of Master Covenants, Conditions and Restrictions for the Michaywé Restricted Property, recorded in Liber ____, Pages ____, Otsego County Records, concerning building restrictions for buildings adjacent to the Flood Plain of the north branch of the Au Sable River shall apply to land lying below contour elevation 1262.7 (U.S.G.S. Datum). No filling or occupation of the flood plain shall take place without prior written approval of the Department of Environmental Quality.

Section 2. Master Restrictions Applicable. Other than Section 1 above and the provisions contained in the Condominium Documents, there are no restrictions applicable to this Subdivision that are unique to the land herein described and referred to as Au Sable Bridge Estates Condominium and its development, geography, terrain and land conditions. Therefore, unless and until this Declaration is amended as provided below, the provisions and restrictions contained in the Declaration of Master Covenants, Conditions and Restrictions for the Michaywé Restricted Property shall be the only restrictions applicable to all land herein described and referred to as Au Sable Bridge Estates Condominium, other than Section 1 above and the provisions contained in the Condominium Documents.

Michaywé Hotel Lodge Land

ARTICLE II RESTRICTIONS

Section 1. Flood Plain Building Restrictions. The provisions of Article V, Section 5, of the Declaration of Master Covenants, Conditions and Restrictions for the Michaywé Restricted Property, recorded in Liber ____, Pages ____, Otsego County Records, concerning building restrictions for buildings adjacent to the Flood Plain of the north branch of the Au Sable River shall apply to land lying below contour elevation 1262.7 (U.S.G.S. Datum). No filling or occupation of the flood plain shall take place without prior written approval of the Department of Environmental Quality.

Section 2. Multiple Residential Land Provisions. Use of these lands has been designated as multiple residential, and will allow and permit a variety of multiple residential type uses such as but not limited to the following: apartment duplex, triplex, quadplex, resort hotel, garden terrace, condominiums, townhouses, and senior citizen multiple residential, subject to the additional provisions hereof. Multiple residential land developments may provide amenities and facilities for the exclusive use of the tenants and owners of the multiple residential units.

A. Size, Setback and Parking Restrictions. No multiple residential dwelling shall be permitted on multiple residential development land unless such multiple residential dwelling units conform to the minimum size, setback and parking requirements, as provided in Exhibit B.

B. Special Setback Requirement. When the boundary of a multiple development is adjacent to and abuts a single family residential platted lot or lots, the lot line setback from such common lot line to any part of the multiple residential structures shall be not less than thirty (30) feet.

C. Exterior Materials and Colors: No concrete or cinder block nor aluminum siding shall be allowed for use as exterior materials exposed to view. Wood, natural and painted, fiberglass, stucco, brick, stone, ledgerrock and other similar materials shall be allowed and encouraged for use, as exterior materials. No bright color shall be used for painting of the exterior of multiple residential structures excepting an accent colors to colors used on the majority part of the surface of the buildings. Natural wood colors and earth tones shall be allowed and encouraged for extension colors of multiple residential developments within the boundaries of Michaywé.

Section 3. Master Restrictions Applicable. Other than Sections 1 & 2 above and the provisions contained in the Condominium Documents, there are no restrictions applicable to this Subdivision that are unique to the land herein described and referred to as Michaywé Lodge Land and its development, geography, terrain and land conditions. Therefore, unless and until this Declaration is amended as provided below, the provisions and restrictions contained in the Declaration of Master Covenants, Conditions and Restrictions for the Michaywé Restricted Property shall be the only restrictions applicable to all land herein described and referred to as Michaywé Lodge Land, other than Sections 1 & 2 above and the provisions contained in the Condominium Documents.

Michaywé Multiple Infinity Investment Land

ARTICLE II RESTRICTIONS

Section 1. Flood Plain Building Restrictions. The provisions of Article V, Section 5, of the Declaration of Master Covenants, Conditions and Restrictions for the Michaywé Restricted Property, recorded in Liber ____, Pages ____, Otsego County Records, concerning building restrictions for buildings adjacent to the Flood Plain of the north branch of the Au Sable River shall apply to land lying below contour elevation 1262.7 (U.S.G.S. Datum). No filling or occupation of the flood plain shall take place without prior written approval of the Department of Environmental Quality.

Section 2. Multiple Residential Land Provisions. Use of these lands has been designated as multiple residential, and will allow and permit a variety of multiple residential type uses such as but not limited to the following: apartment duplex, triplex, quadplex, resort hotel, garden terrace, condominiums, townhouses, and senior citizen multiple residential, subject to the additional provisions hereof. Multiple residential land developments may provide amenities and facilities for the exclusive use of the tenants and owners of the multiple residential units.

A. Size, Setback and Parking Restrictions. No multiple residential dwelling shall be permitted on multiple residential development land unless such multiple residential dwelling units conform to the minimum size, setback and parking requirements, as provided in Exhibit B.

B. Special Setback Requirement. When the boundary of a multiple development is adjacent to and abuts a single family residential platted lot or lots, the lot line setback from such common lot line to any part of the multiple residential structures shall be not less than thirty (30) feet.

C. Exterior Materials and Colors: No concrete or cinder block nor aluminum siding shall be allowed for use as exterior materials exposed to view. Wood, natural and painted, fiberglass, stucco, brick, stone, ledgerrock and other similar materials shall be allowed and encouraged for use, as exterior materials. No bright color shall be used for painting of the exterior of multiple residential structures excepting an accent colors to colors used on the majority part of the surface of the buildings. Natural wood colors and earth tones shall be allowed and encouraged for extension colors of multiple residential developments within the boundaries of Michaywé.

Section 3. Master Restrictions Applicable. Other than Sections 1 & 2 above and the provisions contained in the Condominium Documents, there are no restrictions applicable to this Subdivision that are unique to the land herein described and referred to as Michaywé Multiple Infinity Investment Land and its development, geography, terrain and land conditions. Therefore, unless and until this Declaration is amended as provided below, the provisions and restrictions contained in the Declaration of Master Covenants, Conditions and Restrictions for the Michaywé Restricted Property shall be the only restrictions applicable to all land herein described and referred to as Michaywé Multiple Infinity Investment Land, other than Sections 1 & 2 above and the provisions contained in the Condominium Documents.

Michaywé Fairways No. 1

ARTICLE II RESTRICTIONS

Section 1. Flood Plain Building Restrictions. The provisions of Article V, Section 5, of the Declaration of Master Covenants, Conditions and Restrictions for the Michaywé Restricted Property, recorded in Liber ____, Pages ____, Otsego County Records, concerning building restrictions for buildings adjacent to the Flood Plain of the north branch of the Au Sable River shall apply to land lying below contour elevation 1258.0 (N.G.U. Datum) on the East Line of the plat for Michaywé Fairways No. 1 to 1261.7 at the Southwest corner of Lot 6 to 1261.9 at the west line of Lot 8. No filling or occupation of the flood plain shall take place without prior written approval of the Department of Environmental Quality.

Section 2. Building Size Restrictions. No residence shall be constructed on any Lot in this subdivision that has a finished living area less in size, or garages less than the following minimums. All calculations shall be based on exterior measurements, exclusive of porches, patios, garages and basements:

| | |
|-----------------------------|---|
| One story home | 1000 SF plus attached 2 car garage |
| Bi-Level home | 1,400 SF plus attached 2 car garage |
| One and one half story home | 1,400 SF plus attached 2 car garage |
| Tri-level home | 1,400 SF in upper 2 levels plus attached 2 car garage |
| Two story home | 1,400 SF plus attached 2 car garage |
| Garages | All garages shall be a minimum of 2 car, but may be more than 2 car with written approval of the Association. |

Section 3. Easements Reserved. A 12' wide easement is hereby reserved across the rear of lots one (1) through seventeen (17) inclusive and lots nineteen (19) through twenty-six (26) inclusive, as shown on the recorded plat for all utilities such as but not limited to: electrical, telephone, natural gas, cable T.V. lines and Storm Drain facilities.

Section 4. Building Restrictions and Easements Relating to Sewage. To facilitate convenient and reasonable access to septic tank and field areas which are constructed in the rear (non-public road side) yards for the purpose of maintenance, repair or replacement of a septic tank and/or septic field, and as a provision to provide sufficient land area for potential replacement or enlargement of the septic field in the same proximity as the general location of the initial septic field location, the following provision are hereby made a part of the deed restrictions covering Michaywé Fairways No. 1.

A. Non-exclusive easements are hereby retained by Association for the above uses and purposes related to access and repair of septic tanks and fields in rear yards of lots one (1) through seventeen (17) inclusive and nineteen (19) through twenty-six (26) inclusive. Such non-exclusive easement shall be 12 feet wide and shall consist of the rear twelve (12') feet of each lot extending the full width of each lot. Applications for use of such non-exclusive easements for such use of rear yard septic tank and tile field maintenance, repair or replacement shall follow the provisions of the procedure as required and as provided herein below.

B. The purpose for such non-exclusive easements is to provide access to the rear (golf course side) yards of the above referred to lots for the maintenance, repair, and replacement of septic tank and/or drain fields. A written permit to use such non-exclusive easements for the above purposes must prior to use be obtained from the Association herein, its successors or assigns. Such written permit will be issued upon the following being determined by Association or its assigns:

- (i) That there is no other reasonable and convenient access to the septic tank and field area of the lot that does not require destroying of trees.

(ii) That the time of use for such purpose will not substantially interfere with playing of golf on the respective golf holes on which the lot is located which is the subject of the septic tank and/or field repair.

(iii) In the case of emergency and threat of health, such permit will be valid, if given verbally instead of in writing, with written approval delivered to applicant after the granting of verbal approval.

(iv) That adequate assurances are given by applicant that proper clean-up and repair of any and all damages to the non-exclusive easement area and any and all disturbance of the golf course land will, at applicants costs, be repaired and replaced in substantially the same condition as prevailed before the use of the easement. Such repair and replacement shall be done in an expedient manner and to reasonable specifications established by the Association or its assigns.

Section 5. Saw Grass Trail Private Road. The ownership of the private road Saw Grass Trail shall remain with the Association. The owners of lots 7, 8 and 9 shall each and are hereby granted a nonexclusive perpetual permanent easement on, in and over Saw Grass Trail as described on the plat of Michaywé Fairways No. 1 which is the subject of these restrictions. Such easements are shown on the recorded plat. The purpose of the easement granted to the owners of lots 7, 8 and 9 is to provide vehicular and pedestrian access, ingress and egress, to each of the three (3) lots identified as lots 7, 8 and 9 of Michaywé Fairways No. 1. Such nonexclusive easement shall not be obstructed at any time whereby any of the owners, their invitees, guests, agents, or employees are prevented from having access to such lots. Lots 7, 8 and 9 shall provide access to the structures built or to be built on subject lots via this private road. The owners of each of these lots shall share all costs and expense for maintenance (including snow plowing) repair and replacement of paving, care and mowing of ditches. Such costs and expense of such shall be shared on a 1/3-1/3-1/3 basis with each of the three lot owners paying an equal share. The Association hereby reserves the right and authority to amend and change the provisions of this paragraph and to further stipulate the process of determining the need for such expenditures and the process of collection and payment of monies and fees. In case of dispute between the three (3) subject lot owners relating to the necessity of maintenance, repair or replacement items and cost thereof, such dispute shall be resolved by the three lot owners submitting their respective positions in writing to the Association, and the determination of the Association shall be final and binding on all and each of the three (3) lot owners. In such case of dispute, the Association shall place its decision in writing and deliver a copy to each of the three (3) subject lot owners. Upon delivery of such written notice to each of the three (3) lot owners such decision shall be implemented and be binding upon all three (3) lot owners.

Section 6. Master Restrictions Applicable. Other than Sections 1 through 5, above, there are no restrictions applicable to this Subdivision that are unique to Michaywé Fairways No. 1 and its development, geography, terrain and land conditions. Therefore, unless and until this Declaration is amended as provided below, the provisions and restrictions contained in the Declaration of Master Covenants, Conditions and Restrictions for the Michaywé Restricted Property shall be the only restrictions applicable to all land within Michaywé Fairways No. 1, other than Sections 1 through 5, above.

Michaywé Lakes

ARTICLE II RESTRICTIONS

Section 1. Flood Plain Building Restrictions. The provisions of Article V, Section 5, of the Declaration of Master Covenants, Conditions and Restrictions for the Michaywé Restricted Property, recorded in Liber ____, Pages ____, Otsego County Records, concerning building restrictions for buildings adjacent to the Flood Plain of Lake Michaywé shall apply to land lying below contour elevation 1266.0 (N.G.V. Datum) across the rear area of Lot 1. No filling or occupation of the flood plain shall take place without prior written approval of the Department of Environmental Quality.

Section 2. Building Size Restrictions. No residence shall be constructed on any Lot in this subdivision that has a finished living area less in size, or garages less than the following minimums. All calculations shall be based on exterior measurements, exclusive of porches, patios, garages and basements:

| | |
|-----------------------------|---|
| One story home | 1000 SF plus attached 2 car garage |
| Bi-Level home | 1,400 SF plus attached 2 car garage |
| One and one half story home | 1,400 SF plus attached 2 car garage |
| Tri-level home | 1,400 SF in upper 2 levels plus attached 2 car garage |
| Two story home | 1,400 SF plus attached 2 car garage |
| Garages | All garages shall be a minimum of 2 car, but may be more than 2 car with written approval of the Association. |

Section 3. Building Restrictions and Easements Relating to Sewage. To facilitate convenient and reasonable access to septic tank and field areas which are constructed in the rear (non-public road side) yards for the purpose of maintenance, repair or replacement of a septic tank and/or septic field, and as a provision to provide sufficient land area for potential replacement or enlargement of the septic field in the same proximity as the general location of the initial septic field location, the following provisions are hereby made a part of the deed restrictions covering the Michaywé Lakes Subdivision.

A. Lots #3, 4 and 5 are not to be developed (built upon) until acceptable site development plans are submitted and approved by Northwest Michigan Community Health Agency. These engineered site plans may require the pumping of sewage from the residence to the drain field installation site. Also, to be addressed on the plan is the installation of water and sewer lines through portions of those lots that have been filled with organic material removed from Lake Michaywé.

Section 4. Master Restrictions Applicable. Other than Sections 1, 2 & 3 there are no restrictions applicable to this Subdivision that are unique to Michaywé Lakes and its development, geography, terrain and land conditions. Therefore, unless and until this Declaration is amended as provided below, the provisions and restrictions contained in the Declaration of Master Covenants, Conditions and Restrictions for the Michaywé Restricted Property shall be the only restrictions applicable to all land within Michaywé Lakes, other than Sections 1, 2 & 3, above.

Michaywé Fairways No. 2

ARTICLE II RESTRICTIONS

Section 1. Flood Plain Building Restrictions. The provisions of Article V, Section 5, of the Declaration of Master Covenants, Conditions and Restrictions for the Michaywé Restricted Property, recorded in Liber ____, Pages ____, Otsego County Records, concerning building restrictions for buildings adjacent to the Flood Plain of the north branch of the Au Sable River shall apply to land lying below contour elevation 1262.1 (N.G.V. Datum) at the west corner of Lot 47, to 1261.9 at Michaywé Fairways No. 1. No filling or occupation of the flood plain shall take place without prior written approval of the Department of Environmental Quality.

Section 2. Building Size Restrictions. No residence shall be constructed on any Lot in this subdivision that has a finished living area less in size, or garages less than the following minimums. All calculations shall be based on exterior measurements, exclusive of porches, patios, garages and basements:

| | |
|-----------------------------|---|
| One story home | 1000 SF plus attached 2 car garage |
| Bi-Level home | 1,400 SF plus attached 2 car garage |
| One and one half story home | 1,400 SF plus attached 2 car garage |
| Tri-level home | 1,400 SF in upper 2 levels plus attached 2 car garage |
| Two story home | 1,400 SF plus attached 2 car garage |
| Garages | All garages shall be a minimum of 2 car, but may be more than 2 car with written approval of the Association. |

Section 3. Easements Reserved. A 12' wide easement is also hereby reserved across the rear of lots twenty-seven (27) through forty-seven (47) inclusive and lots forty-eight (48) through sixty-five (65) inclusive, as shown on the recorded plat for all utilities such as but not limited to: electrical, telephone, natural gas, cable T.V. lines and Storm Drain lines.

Section 4. Building Restrictions and Easements Relating to Sewage. To facilitate convenient and reasonable access to septic tank and field areas which are constructed in the rear (non-public road side) yards for the purpose of maintenance, repair or replacement of a septic tank and/or septic field, and as a provision to provide sufficient land area for potential replacement or enlargement of the septic field in the same proximity as the general location of the initial septic field location, the following provision are hereby made a part of the deed restrictions covering Michaywé Fairways No. 2.

A. Non-exclusive easements are hereby retained by Association for the above uses and purposes related to access and repair of septic tanks and fields in rear yards of lots twenty-seven (27) through forty-seven (47) inclusive and forty-eight (48) through sixty-five (65) inclusive. Such non-exclusive easement shall be 12 feet wide and shall consist of the rear twelve (12') feet of each lot extending the full width of each lot. Applications for use of such non-exclusive easements for such use of rear yard septic tank and tile field maintenance, repair or replacement shall follow the provisions of the procedure as required and as provided herein below.