GILGAL POINTE
RESTRICTIONS

July 1, 1998

The Association, acting through its lawfully constituted Board of Directors, shall be empowered and obligated to grant such easement, licenses, right-of-entry, and rights-of-way over, under and across the Condominium premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land hereof, subject, however, to the approval of the Developer during the construction and sales period. No easement created under the Condominium documents may be modified nor any of the obligations with respect thereto be varied without the consent of each person benefited thereby.

The Developer, the Association and all public or private utilities shall have such easements over, under, across, and through the Condominium premises, including all units and common elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, or replacement which they or any of them are required or permitted to perform under the condominium documents or by law. These easements include, without limitation, the right of the Association to obtain access, during reasonable hours and upon reasonable notice, to water meters, and other common elements located within any unit.

The owner of real estate located in Cambridge and or Franklin Townships, Lenawee County, Michigan of the development, does hereby impose the following restrictions as negative reciprocal restrictions on all units to said site condominium project.

All units hereafter conveyed by Developer or his successor shall be used for one-family residential purposes only and shall be further subject to the following restrictions:

1. All units shall be subject to the zoning and building ordinances of Cambridge and Franklin Townships, Lenawee County, Michigan and shall be further subject to all laws, rules and regulations of the State of Michigan, the Lenawee County Health Department and the Department of Environmental Quality as such pertain to wells, sanitation and the established one hundred year flood plain.

2. No units shall be re-subdivided nor shall any easements or licenses be granted which provides for access to the lake across any unit. All units in this subdivision shall be used exclusively for residential purposes.

3. No structure or other building shall be erected or permitted to remain on any unit other than one single family dwelling with an attached or unattached garage. All dwellings shall have at least a two car garage. No garage or any other storage building shall be erected on any parcel that does not conform in general appearance and architecture to the dwelling on such unit. All lake front units shall have an attached garage. No unattached garage or storage space is permitted on a lakefront unit. Should the co-owners choose to have-a detached garage or storage space on a non-lakefront unit, such building shall be architecturally compatible with the dwelling, and landscaped in such a fashion as to be consistent with the theme of the landscaping around the main dwelling.

4. No sheds or accessory structures of any kind except gazebos shall be allowed. Any unattached structures must be approved by Gilgal Pointe, LLC and LEPOA, or its assigns.

5. No unlawful, noxious or offensive activities shall be carried on upon the parcels, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood. Usage of any motorized landscaping equipment such as, but not limited to, lawn mowers, weed

whackers, leaf blowers, or any other equipment, except for snow removal equipment, that may disturb the peace is prohibited from use on Sundays and legal holidays.

6. All buildings constructed or erected on said units must be built with new solid and permanent material; no aluminum siding may be used for the exterior surface of any structure to be situated upon any of the units. All wood exteriors shall be stained or painted; no building shall have tar paper, brick siding or similar materials on the outside walls. The exterior surface of such structures shall be of brick, stone or cedar, vinyl, Hardboard, Drivit or comparable building products, with at least 30% of roadside main level elevation from grade level to be brick or stone. No geodesic dome or earth covered homes may be built on any site. The exteriors of all buildings must be completed within six (6) months from the date that construction commences.

7. No structure or preconstructed home modules shall be moved onto any unit, including modular homes or trailers. Pre-constructed wall panels may be utilized.

8. No dwelling or any other structure shall be erected, placed or altered on any unit until the building plans, specifications and site plan have been approved by the Developer (whose committee shall consist of two of the four original developing entities), or his successor and LEPOA, for conformity and harmony of external design, the location of the building with respect to set-back distances and conformity to deed restrictions. If the Developer, authorized representatives, or their successors and LEPOA fail to approve or disapprove such plans and specifications within thirty (30) days after the plans have been submitted for approval, approval shall be presumed.

9. The authority to approve or disapprove said plans and specifications is reserved unto Developer, or his successor, until relinquished by the developer, at which time the then record owners of the majority of the units which are subject to the covenants herein contained may designate in writing, duly recorded among the County Land Records, their authorized representatives who thereafter shall have all the powers, subject to the same limitations, as were previously delegated to the Developer.

10. No dwelling shall be erected, altered, placed or permitted on any unit not in conformance with the following minimum size requirements as to living area, exclusive of porches, breezeways and garages with no limitation as to minimum ground floor area except as permitted; measurements to be made of external walls: Measurements do not include basements or walk-out basements.

Units 1-11. 16. 17
One story 1800 square feet must have walkout basement
Bi-level 1500 square feet above grade on ground level
One and one half story 1500 square feet above grade on ground level
Two story 2400 square feet
Tri-level, total living area 2800 square feet

Units 12-15
One story 1800 square feet must have walkout basement
One story 2000 square feet crawl space or slab
Bi-level 1500 square feet above grade on ground level
One and one half story 1500 square feet above grade on ground level
Two story 2400 square feet
Tri-level, total living area 2800 square feet

Units 18-33
One story 2200 square feet must have walkout basement
Bi-level 1500 square feet above grade on ground level
One and one half story 1500 square feet above grade on ground level

Two story 2800 Square feet
Tri-level, total living area 2800 square feet

Units 34-55
One story 1800 square feet must have walkout basement
Bi-level 1500 square feet above grade on ground level
One and one half story 1500 square feet above grade on ground level
Two story 2400 square feet
Tri-level, total living area 2800 square feet

Units 56-73
One story 1600 square feet must have walkout basement
Bi-level 1500 square feet above grade on ground level
One and one half story 1500 square feet above grade on ground level
Two story 2000 square feet
Tri-level, total living area 2000 square feet

Units 74-85
One story 1600 square feet
Bi-level 1500 square feet above grade on ground level
One and one half story 1500 square feet above grade on ground level
Two story 2000 square feet
Tri-level, total living area 2000 square feet

Units 86-101
One story 1800 square feet
Bi-level 1500 square feet above grade on ground level
One and one half story 1500 square feet above grade on ground level
Two story 2400 square feet
Tri-level, total living area 2800 square feet

11. Every building erected on any unit shall have a minimum roof pitch of 5/12 (5" of rise for every 12" horizontal distance).

12. All construction undertaken on any dwelling must be under building permit issued by Cambridge or Franklin Township, and shall meet all requirements thereof, except that not more than two docks may be situated upon the shoreline of the lakefront units not any closer than 15 feet from the unit line of those sites in Franklin Township and 12' 6" in Cambridge Township. Any building or structure must set back not less than fifteen (15) feet from the side unit lines in Franklin Township and fifteen (15) feet or a total of thirty (30) feet. No variance will be issued without approval of Gilgal Pointe Association. No dock shall encroach on any unit line as projected into the lake.

1. Lakefront units shall have a minimum lakeside yard set-back of fifty (50) feet including decks and patios except for Units 23-27 which must have a 75' set back from the lake on the lake side not including open decks and open patios.

2. All other non-lakefront units shall comply with the road setback requirements of their respective zoning ordinance.

3. No boat docks, boat lifts or covers, floats or other structures extending into the lake more than 30 feet shall be constructed or placed into or on said lake without the approval of the Loch Erin Property Owners Association. Co-owners shall comply with the rules and regulations pertaining to the use of the lake as such shall be enacted and amended from time to time by the Loch Erin Property Owners Association.

13. No structure, including fences, shall be closer than fifty (50) feet from the lakefront unit line. No fences shall be constructed in any fashion on the lakeside of lakefront units or the roadside of any back units. Only an ornamental fence of metal, masonry, wood, or a growing hedge, of not more than a five (5) foot height, which is commensurate with the surrounding area, may be placed along an adjoining unit line. Fences around swimming pools may be four (4) feet in height. No chain link fences shall be permitted on any unit.

14. No above ground pools of any kind are permitted on any unit.

15. No basement construction, temporary construction, garage, trailer, tent or mobile home shall be used as living quarters in whole or part at any time, and no trailers, motor coaches, house trailers, campers or similar vehicles shall be stored thereon.

16. All commercial and recreation vehicles, vans, campers, boats, carts, trailers of any kind, wagons or similar or related vehicles shall be stored inside a garage, when not in use. The co-owner may not store any such vehicle(s) on the unit (outside the garage) for more than a fourteen day period.

17. The number of dogs and cats per each residence shall not exceed 2 dogs and 2 cats.

18. No other animals, livestock, or poultry of any kind shall be raised on any unit, except those allowed. Household pets may be kept provided they are not kept, bred or maintained for commercial purposes. Dogs shall not be permitted to run at large at any time. No dog runs or kennels of any kind will be permitted.

19. No trees with more than twelve (12) inch circumference may be cut without written permission of the Developer or it assigns. Clear cutting of any trees is not allowed.

20. The repair and maintenance of the unit and the dwelling thereon, and the maintenance of the lawn and shrubs shall conform to the minimum rules hereafter established by the Association, and shall be performed by the co-owner, at his/her expense.

21. Satellite dishes exceeding thirty-six (36) inches shall not be permitted at any time on any unit or residence.

22. No trash burning shall be allowed on any unit.

23. No outdoor lighting nuisance shall be permitted.

24. No signs shall be allowed in common areas or road right of ways.

25. The owner of each unit shall belong to the Loch Erin Property Owners Association and the Gilgal Pointe Association and shall be bound by the By-laws, Articles, Rules and Regulations of the Associations as they may be amended; from time to-time. All dues, fines, assessments and special assessments levied against the members by the Loch Erin Property Owners Association or the Gilgal Pointe Association shall constitute an obligation binding upon and running with the land. In the event of nonpayment, either Association may file a lien on the unit(s) by recording the appropriate lien with the Lenawee County Register of Deeds and may enforce such lien by foreclosure in the same manner that real estate mortgages may be foreclosed under Michigan law.

26. The grade level of each unit shall be such as to blend into the adjacent unit and the grade level for all dwelling construction shall be such as to provide necessary drainage away from dwelling.

27. All dwellings shall be completed within one (1) year after the start of construction and no dwelling shall be occupied until it is fully completed, both inside and outside.

28. All dwellings shall be connected to municipal sewer when it becomes available.

29. No underground tanks, to store any liquid whatsoever, shall be constructed within any unit, except as required for the sewage disposal systems with the exception of ground water heat pump apparatus.

30. Driveways must be constructed in asphalt, concrete, brick, or similar material. Gravel driveways are not permitted except in Daniels Park.

31. The shoreline of each lakefront unit must be stabilized by the purchaser within (8) eight months after purchase with techniques approved by the Department of Natural Resources.

32. No more than (5) five boats or water craft of any kind including but not limited to motor craft, sailboats, fishing boats and jet skis may be docked in front of any lakefront unit at any time.

33. Dockage at Daniels Park is limited to units 74-101. Gilgal Pointe Association and LEPOA has the right to erect docks in the water and abutting the shoreline of Daniels Park. Regulation of dock slips shall be administered by LEPOA.
Units 74-85: Mooring is on the East side of Daniels Park with slips designated by the Association
Units 86-101: Mooring is on the West side of Daniels Park with slips designated by the Association.

34. Private easements for public drainage are for the use of roadway drainage, and are to be considered a grass waterway and no structures, shrubbery, trees or fences are permitted within the easement.

35. The construction of water supply wells will be secured as follows:

a. Permits will be secured from the Lenawee County Health Department prior to construction of water supply wells.

b. Water supply wells shall terminate below 80 feet.

c. Water supply wells shall be constructed and grouted in accordance with the Michigan Groundwater Quality Rules authorized in Part 127 of Act 368 of the Public Acts of 1978, as amended, and the Lenawee County Environmental Health Code.

d. Water supply wells shall not be located on a flood plain.

36. Development will be restricted to units served by the community sewage system.

37. The elevation of the lower floor, excluding basement, of all residential buildings shall be not less than 928.8 feet N.G.V. Datum.

38. The basement opening of any residential building shall not have an elevation less than 927.8 feet N.G.V. Datum.

39. All residential buildings having basement walls and floors lower than 927.8 feet N.G.V. Datum, shall be constructed water tight and reinforced to withstand hydrostatic pressure from a water level equal to 927.8 feet N.G.V. Datum.

40. All residential buildings having construction at or lower than 927.8 feet N.G.V. Datum shall be equipped with a positive means of preventing sewer backups from sewer lines and drains which serve the building and shall be securely anchored to prevent floatation.

41. No filling will be permitted or structures erected within the flood plain area without a valid permit issued by the Department of Natural Resources.

42. The 100 year flood plain elevation of Lake Loch Erin is defined by the Department of Natural Resources at 927.8 feet N.G.V. Datum.

43. Restrictions in paragraphs 1-43, shall run with the land and shall bind the purchasers, successors, assigns and any persons claiming under them until January 1, 2005. These restrictions shall be automatically extended for successive 10 year periods unless, prior to the expiration of any 10 year period, an instrument changing, altering, amending or revoking these restrictions in whole or part signed by the then owners of record of 3/4ths of the units has been recorded.

Said representatives shall act without compensation in the event no authorized representative had been designated, said Developer may continue to act and serve for successive periods of one (I) year, or may elect to designate a representative of the then record owners.

1. Invalidation of any one or more of these restrictions by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

These restrictions are to run with the land herein described and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants and restrictions are recorded, after which time the covenants will be extended automatically for successive periods of ten (10) years unless an instrument signed by a majority of the then co-owners has been recorded agreeing to change said covenants in full or in part.

Enforcement of these restrictions shall be by proceedings at law or in equity by the Developer, the Condominium Association or any co-owner(s) of a unit, against any person(s) violating or attempting to violate any covenants or restrictions herein mentioned or any part thereof, either to restrain such violations or to recover damages, or both.

Except as provided in preceding paragraphs, the Condominium project shall not be terminated, nor shall any of the provisions of this Master Deed or Exhibits attached thereto, unless done in compliance with the following provisions:

A. Prior to the first annual meeting of the Association, the Developer may (without the consent of any co-owner or any other person) amend this Master Deed and the plans attached as Exhibit "B" in order to correct the survey or any error made in said documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit "A" as do not materially affect any rights of any co-owner in the project or impair the security of any mortgagee, including but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective co-owner and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, and/or any other agency of the Federal government or the State of Michigan.

B. If there is no co-owner other than the Developer, the Developer with the consent of any interested mortgagee, may unilaterally terminate the Condominium project or amend the Master Deed. A termination or amendment under this section shall become effective upon the recordation thereof if executed by the Developer.

C. If there is a co-owner other than the Developer, then the Condominium project shall be terminated only by the unanimous agreement of the Developer, unaffiliated co-owners of

Condominium units to which all of the votes in the Association appertain and the mortgagees of all the mortgages covering the Condominium units.

D. Agreement of all of the co-owners and mortgagees to the termination of the Condominium shall be evidenced by their execution of the termination agreement or of ratification's thereof, and the termination shall become effective only when the agreement is so evidenced in the Lenawee County Records.

E. Upon recordation of an instrument terminating a Condominium project, the property constituting the Condominium project shall be owned by the co-owners as tenants in common in proportion to their respective undivided interests in the common elements immediately before recordation. As long as the tenancy in common lasts, each co-owner or the heirs, successors or assigns thereof shall have an exclusive right of occupancy of that portion of the property, which formerly constituted the Condominium unit.

F. Upon recordation of an instrument terminating a Condominium project, any rights the units may have the assets of the Association shall be in proportion to their respective undivided interests in the common elements immediately before recordation, except that common profits shall be distributed in accordance with the Condominium documents and the Act.

G. The Condominium documents may be amended by the Developer, on behalf of itself, and on behalf of the Association, for a proper purpose without the consent of co-owners, mortgagees and other interested parties, including changes deemed necessary to comply with the Act and the modification of sizes of unsold Condominium units, as long as the amendments do not materially alter or change the rights of the co-owner, mortgagees or other interested parties.

H. The Condominium documents may be amended for a proper purpose, other than as set forth above, even if the amendment will materially alter or change the rights of the unit, mortgagees or other interested parties, with the prior written consent of two thirds (2/3) of the first mortgagees (based upon on one (1) vote for each mortgage owned) and co-owner of the individual Condominium units. A co-owners Condominium unit dimensions or the nature or extent of any appurtenant limited common elements or the responsibility for maintenance, repair and replacement thereof may not be modified in any material way without his/her consent and that of his/her mortgagee.

I. A person causing or requesting an amendment to the Condominium documents shall be responsible for costs and expenses of the amendment except for amendments based upon a vote of a prescribed majority of coowners or based upon the Advisory Committee's decision, the costs of which are expenses of administration.

J. A Master Deed amendment, including the consolidating Master Deed dealing with the addition, withdrawal or modification of units or other physical characteristics of the project shall comply with the standards prescribed in the Act for preparation of an original Condominium Subdivision Plan for the project.

K. During the construction and sales period, restrictions shall not be amended, nor shall the provisions hereof be modified by any other amendment to this Master Deed, without the written consent of the Developer.

L. In addition to the LEPOA Bi-Laws, Gilgal Pointe assessments shall be determined in accordance with the following provisions:

> a. Assessments shall be on a "per site" basis and shall be $10.00 per year payable on the 1st day of May in each year.

b. Assessments shall not be increased by the affirmative vote of two thirds of the Association members either present in person or by proxy or by absentee ballot at a meeting of the membership duly called for such purpose pursuant to these restrictions.

c. Special assessments for any expenses of administration may not be levied except by the affirmative vote of three-fourths of the Association members present in person or by proxy or by absentee ballot at a meeting of the membership duly called for such purpose pursuant to the restrictions with a quorum of at least 60 members qualified to vote.

Any or all of the rights and powers granted or reserved to the Developer in the Condominium documents or by laws including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Lenawee County Register of Deeds.

The Loch Erin Property Owners Association or any co-owner shall have the right to bring legal action against any person violating these restrictions and, if such action is successful, the Court of Jurisdiction shall have the right to assess all costs, including a reasonable attorney's fee, against the person or persons who violated these restrictions.