

**DECLARATION OF RESTRICTIVE COVENANTS**

As of this 19<sup>th</sup> day of July, 2012, the Lake Gitchegumee Property Owners Association, Inc., a Michigan non-profit corporation (LGPOA), as the record fee title owner of that certain real property identified as "Newagen Park" on the Plat of Lake Gitchegumee #4, as recorded in Liber 6 of Plats, page 273, Wexford County Register of Deeds (hereinafter referred to as the "Plat") and in connection with the settlement of the lawsuit filed by LGPOA to clarify that the Plat and Newagen Park extend to the water's edge of Lake Gitchegumee, declare that Newagen Park shall be subject to the following covenants and restrictions:

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- a. Newagen Park is a private park owned by the LGPOA and use of Newagen Park is limited to members of the LGPOA and the accompanied guests and invitees of LGPOA members.
  - b. Only LGPOA members and their accompanied guest and invitees shall have the right to access Lake Gitchegumee from Newagen Park.
  - c. No structures, temporary or permanent, may be placed within Newagen Park by any Lot owner within the Plat or a member of LGPOA without LGPOA board approval.
  - d. Owner of Lots within the Plat abutting Newagen Park (hereinafter "Front Lot Owners") may, at their own expense, cut down and remove any tree within Newagen Park which is immediately in front of their Lot[s] provided such tree is no more than six inches in diameter at its base.
  - e. Notwithstanding the provisions of paragraph d above, no white birch, maple, oak or beechnut tree, regardless of diameter, may not be cut down or removed without LGPOA board approval.
  - f. No individual Lot owner in the Plat or LGPOA member may enter Newagen Park with any heavy equipment, which term includes, but is not limited to,

bulldozers, backhoe, front end loader or excavator, without prior LGPOA board approval.

- g. Notwithstanding the provisions of paragraph f, Front Lot Owners shall have the right, at their own expense, to maintain Newagen Park immediately in front of their Lot[s] with a mower, riding tractor or brush hog up to the water's edge and such right to maintain shall include the right to thin and prune any brush and the right to trim or prune any tree branches.
- h. Front Lot Owners may rake and remove weeds immediately in front of their Lot[s] within the water of Lake Gitchegumee.
- i. The owners of Lots 471, 472, 473, 474, 475, 478, 479, 480 and 481, shall have the right to place one [1] dock per Front Lot Owner on their Lot[s], without Association approval but subject to any restrictions and/or requirements of the Michigan Department of Environmental Quality (or any successor State of Michigan Department regulating inland waterways) currently in effect or which may exist in the future. The right to place a dock on these specific Lots shall run with the land for these specific Lots.
- j. No dock shall be longer than 30 feet in length without prior written LGPOA board approval
- k. All docks must conform to LGPOA standards; provided however, that the LGPOA shall not be liable for any damages or injuries arising out of or related to the placement and/or use of any dock.
- l. All docks must be removed by November 1<sup>st</sup> and may not be placed in the water before April 15.
- m. No docks, boats, or trailers may be stored within Newagen Park.
- n. No docks are allowed at road ends and no structures, including but not limited to docks, shall be stored or placed at road ends.
- o. Other than as provided herein, no motor vehicle may be used within Newagen Park.
- p. No fires, firearms or trapping/killing of animals are permitted in Newagen Park. However, Animal Control Trapping shall be permitted, when authorized by the LGPOA Board, and approved by the Michigan D.N.R.
- q. Newagen Park shall be closed after dark.

1. These restrictions may not be amended without the consent of 2/3 of the owners of Lots located within the Plat (Lake Gitchegumee Plat No. 4).
2. LGPOA and the individual owners of Lots in the Plat shall have the right to enforce these restrictions. The enforcement shall be by proceedings at law or in equity against any violation or attempted violation of this Agreement, either to restrain and enjoin the violation or to recover damages.
3. The provisions of this Declaration are made for the benefit of the members of the LGPOA and the owners of Lots in the Plat and are intended to run with the land and to be binding on successive owners of the Lots in the Plat.
4. If any restriction set forth in this Declaration is found not to be binding on a party or a Lot in the Plat, the validity of the restrictions in this Declaration as they relate to other parties and other Lots on the Plat shall not be affected.
5. Each of these covenants and restrictions shall run with the land from the date of this Declaration.

"LGPOA"

Lake Gitchegumee Property Owners  
Association, Inc., a Michigan corporation

By Thomas Strohmayer

Its Vice President of LG.P.O.A.

STATE OF MICHIGAN )  
Westford COUNTY )

Acknowledged before me in Westford County, Michigan on the 19<sup>th</sup> day of July  
2012 by Thomas Strohmayer the V.P. of Lake Gitchegumee Property Owners  
Association, Inc., a Michigan corporation, on behalf of the corporation.

Jennifer E. Eising

Notary public, State of Michigan, County of \_\_\_\_\_  
My commission expires \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

Jennifer E. Eising  
Notary Public, State of MI  
Missaukee County  
My Commission Expires, August 11, 2016  
Acting in Westford County

Drafted by and when recorded return to:  
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