

1. All lots shall be used exclusively for residential purposes except those lots that may be designated, subject to township zoning, if any, and zoned as business or commercial areas on the plat of Lake Gitchegumee.
2. No more than one single family dwelling house may be erected or constructed on any one lot, nor more than one building for garage or storage purposes which shall be attached to and connected with or built as a part of the one-family dwelling.
3. Each lot owner of every subdivision, now developed or hereafter developed shall be a member of the Lake Gitchegumee Property Owners Association, Inc., and will pay \$40.00 as a membership fee on the 1st day of March (to be known as the fiscal anniversary date) and annually thereafter, and shall be subject to by-laws and regulations of Lake Gitchegumee Property Owners' Association, Inc.
4. Any dwelling erected, placed or altered on any lot in this subdivision(s) must be approved in writing by the "Building Control Committee" of Lake Gitchegumee Property Owners' Association, Inc., prior to start of construction. Such approval will be made upon submission of satisfactory plans, specifications and a grid map showing location of structure on lot. Any structure must conform to the following minimum standards:
 - (a) Any residence erected shall have a ground floor area of 720 square feet in the case of a one-story building and not less than 624 square feet in the case of a 1½ story building or bi-level; or not less than 720 square feet of living area in the case of a tri-level. The side that faces the street and/or road shall be considered to be the front of any dwelling erected in this subdivision(s).
 - (b) All construction materials must be new.
 - (c) All residences must have private inside bathroom facilities.
 - (d) Construction of all septic tanks shall be in conformance with the Department of Health having jurisdiction of the same.
 - (e) All structures shall be completed on the exterior within six (6) months from start of construction and no exterior finishes of tar paper, roll brick siding, or similar material will be permitted.
 - (f) No house trailer, tents, shacks or similar structures shall be erected, moved or placed upon said premises. Travel trailers not exceeding 30 feet in length may be placed on non-water front lots in Plat No. 1. Mobile homes of any length are permitted on Lots 288-355 inclusive of Plat No. 3 only.
 - (g) Any reasonable change, modification or addition to the within restrictions shall be considered by the Lake Gitchegumee Property Owners' Association, Inc., and if so approved, they will be submitted in writing to the abutting lot owners, and if so consented to in writing, shall be recorded and when recorded shall be binding as the original restrictions.
 - (h) The construction of any structure shall conform with the Wexford County Interim Rural Zoning Ordinance and all other County and State applicable provisions.
5. No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood. No animals or fowl shall be kept or maintained on said lot except customary household pets. No signs of any kind shall be displayed on any lot without the written permission of the Lake Gitchegumee Property Owners' Association, Inc., or its successors or assigns. All lots must be kept in a tidy manner. Failure to do so will result in maintenance of said lot by the Lake Gitchegumee Property Owners' Association, Inc., in which event a proper charge for same will be levied, and constitute a lien as provided by the code of regulations of the Lake Gitchegumee Property Owners' Association, Inc.
6. All structures erected must be set back not less than 40 feet from front lot line bordering on road, 15 feet from side lot lines and 36 feet from rear lot line, except where two or more contiguous lots are owned by one party then the 15 foot restriction between said lots shall not apply.
7. Lake Gitchegumee Corporation, for itself, its successors and licensees reserve a 10 foot wide easement along all road right of way and five foot wide easement along the side and rear lines of each and every lot for the purpose of installing, operating and maintaining utility lines and mains thereon, together with the right to trim and/or cut or remove any trees and/or brush and the right to locate guy wire, braces and anchors wherever necessary for said installations, operations or maintenance; together with the right to install, operate and maintain electric service, gas and water mains, and any other service for the convenience of the property owners and appurtenances thereto, sewer lines, culverts, and drainage ditches, reserving also the rights of ingress and egress to such areas for any of the purposes mentioned. Lake Gitchegumee Corporation, its successors and assigns, reserves all mineral rights to the lands in said plat. Except where an owner of two or more adjoining lots constructs a building which will cross over or through a common lot line, said common lot line shall not be subject to the aforementioned five foot easement except as shown on recorded plat or plats. Also except that no easement shall exist on that portion of any waterfront lot running along or abutting the shoreline of Lake Gitchegumee. Lake Gitchegumee Corporation, its successors, assigns, and licensees also reserves the right to cause or permit drainage of surface waters over and/or through said lots, and reserves an easement on, over or under all road rights of way for the purpose of installing, operating and maintaining the aforementioned utilities and drainage. The owners of said property in said plat shall have no cause of action against Lake Gitchegumee Corporation, its successors, assigns, or licensees either at law or in equity excepting in case of willful negligence, by reason of any damages caused said property in installing, operating, removing or maintaining above-mentioned installations.
8. Each lot owner shall be a member of the Lake Gitchegumee Property Owners' Association, Inc., and shall be subject to an annual charge of Forty Dollars (\$40.00) which purchaser agrees to pay to the Lake Gitchegumee Property Owners' Association, Inc., its successors and assigns, annually on the first day of March commencing in the second year following the date of this agreement after payment on the first day of March in the first year after the date of this agreement, of the initial membership fee of Forty (\$40.00) Dollars, for the maintenance and upkeep of the various areas reserved for the use of the property owners, irrespective of whether the privileges of using said areas are exercised or not, and to maintain the dam, repairs or any other thing beneficial to the general area.

Purchaser further agrees that the use of any of the above mentioned areas shall be subject to approval of purchaser for membership in Lake Gitchegumee Property Owners' Association, Inc., as herein provided, and to comply with all rules and regulations from time to time promulgated by said Association. Purchaser further agrees that the charges as herein set forth, shall be and constitute a debt and a lien in the nature of a mortgage which may be collected and/or foreclosed by suit in any Court of competent jurisdiction, or otherwise; and that upon the conveyance of any part of the lands described herein, the grantee thereof, and each and every successive owner and/or owners shall from the time of acquiring title and by acceptance of such title by deed or otherwise, be held to have covenanted and agreed as aforesaid to pay Lake Gitchegumee Property Owners' Association, Inc., its successors and assigns, all charges, past and/or future, as provided for in, and in strict accordance with, the terms and provisions hereof. As a part of the consideration herein, purchaser agrees that he will not sell, assign or convey to any person, or persons, not approved for membership in Lake Gitchegumee Property Owners' Association, Inc., and all persons owning lots in said subdivision shall be a member of said Association.
9. No dock may be erected without approval of the Lake Gitchegumee Property Owners' Association, Inc.
10. Lake Gitchegumee is designated as a private lake and as such, the right to usage and control remain with the Lake Gitchegumee Corporation, or its authorized agent, until such time as all of the lots in said subdivisions are sold and any future lots that may hereafter be developed on the shores of Lake Gitchegumee or any extension thereof, and shall not be subject to the annual \$40.00 charge until all lot or lots are sold to third parties.
11. In order to control the use of Lake Gitchegumee, and thereby benefit all residents of the lands around the lake, the waters of Lake Gitchegumee and the lands normally flowed and covered by the lake at its highest level, shall be owned by Lake Gitchegumee Property Owners' Association, Inc., its successors and assigns, upon the sale of all lots in said project or any extension thereof. Lots which abut or border on the waters of the lake shall not include any riparian rights in and to said waters, or the lands below said waters. Lake Gitchegumee Corporation, its successors and assigns, reserves the right to lower the level of all lake and/or lakes in the development area between Labor Day of each year and May 1st of the following year hereafter in order to facilitate cleaning of the lake, dam, repairs, building of additional improvements or additional lake developments in the general area.
12. Any tank for the storage of fuel placed or maintained on any lot outside of any building in these subdivisions shall be located below the surface of the ground; or if placed above ground, such tank must be screened by shrubbery or fencing, such screening to be subject to the approval of the Building Committee of Lake Gitchegumee Property Owners' Association, Inc. Receptacles for ashes and garbage shall be so located as not to be unsightly or conspicuous. No refuse pile or other unsightly or objectionable material or thing shall be allowed or maintained on any lot in this plat.
13. Owners of unoccupied lots shall at all times keep and maintain their property in this subdivision in an orderly manner causing weeds and other growth to be seasonably cut and prevent accumulation of rubbish and debris thereon.
14. No business, trade or enterprise of any kind or nature whatsoever shall be conducted or carried on upon any lot or lots in these subdivisions except that dogs, cats or other household pets may be kept providing they are not kept, bred or maintained for any commercial purpose and not permitted to run so as to cause an annoyance in the neighborhood.
15. Any dwelling garage on any lot in these subdivisions which may in whole or in part be destroyed by fire, windstorm or for any other reason, must be rebuilt or all debris removed and the lot restored to a slightly condition with reasonable promptness.
16. The Lake Gitchegumee Property Owners' Association, Inc., shall have the option to repurchase any property offered for sale in these subdivisions. Any owner contemplating a sale of property in these subdivisions shall present to the Lake Gitchegumee Property Owners' Association, Inc., a bona fide purchase agreement executed by the prospective purchaser and the Lake Gitchegumee Property Owners' Association, Inc., shall have the option for 30 days to purchase subject property for an equivalent price.
17. As part of the consideration herein, Grantee for himself, his heirs, executors or assigns, agrees that he will not sell or convey to any person, or persons, not approved for membership in Lake Gitchegumee Property Owners' Association, Inc., and all persons owning residential lots in said subdivision shall be members of said Association.
18. These restrictions shall be considered as covenants running with the land, and shall bind the purchasers, their heirs, executors, successors, administrators and assigns; and if said owners, their heirs, executors, administrators, successors, or assigns shall violate, or attempt to violate, any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any such lots in these subdivisions to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing, or to recover damages for such violation. All of the restrictions, conditions, covenants, or agreements contained herein shall continue until January 1, 1977. The same may be thereafter, and from time to time, changed, altered, amended or revoked in whole or in part by the owners of the lots in these subdivisions or any subdivision now or hereafter developed, whenever the owners of at least two thirds of the said lots so agree in writing. Provided, however, that no changes shall be made which might violate the purpose set forth in restriction No. 1. Any violation of any one of these covenants or restrictions shall in no way effect any other of the provisions thereof which shall thereafter remain in full force and effect.