

Lake Forest Lot Owners Association

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Lake Forest Lot Owners Association

Deed Restrictions

And

Protective Covenants



13

**CONSOLIDATED
DEED RESTRICTIONS AND PROTECTIVE COVENANTS
OF LAKE FOREST SUBDIVISION**

These Consolidated Deed Restrictions and Protective Covenants of Lake Forest Subdivision are intended to replace and supersede the original Lake Forest Subdivision Deed Restrictions and Protective Covenants dated April 9, 1993 and recorded April 14, 1993 at Liber 2773, page 727-739, Washtenaw County Records as amended by the First Amended Lake Forest Subdivision Deed Restrictions and Protective Covenants dated March 16, 2001 and recorded March 30, 2001 at Liber 4003, page 234, Washtenaw County Records. These Consolidated Deed Restrictions and Protective Covenants of Lake Forest Subdivision are an administrative change allowed by Section 30 of the original Deed Restrictions and Protective Covenants as amended for the purpose of consolidating the original Deed Restrictions and Protective Covenants with those that were amended into a single document. Once recorded, these Consolidated Deed Restrictions and Protective Covenants shall supersede and replace the documents previously recorded as described in this paragraph. Lake Forest Subdivision is more fully described on Exhibit A attached hereto.

USES OF THE PROPERTY

1. RESIDENTIAL USE. Each lot in the subdivision shall be used and occupied for single family residence purposes only. No building or other structure shall be permitted on any lot other than a single family dwelling with an attached garage of not less than two car capacity; except that an in-ground swimming pool, tennis court, tool and garden shed or similar facility may be permitted provided that such facility be built in a manner and location deemed by the Developer and/or Lot Owners Association, at its sole discretion, to be in harmony with the character of the subdivision, and in conformance with these deed restrictions and protective covenants and in conformance with all applicable governmental regulations. Fences are expressly prohibited except as approved in the same manner as set forth in Section 17.

The original deed restrictions and protective covenants referred to Paragraph 18 (ANTENNAS) in the last sentence. This has been corrected in this amendment to refer to Section 17 (FENCES).

2. EASEMENTS AND DRAINAGE. Easements on individual lots for installation and maintenance of utilities and/or storm drains or any other purpose are shown or will be shown on the plats for each phase of the subdivision, as it develops. After such utilities and/or storm drains have been installed, access without charge shall be allowed to the Lot Owners Association ("Association") for the purpose of

maintenance, repairs and/or the installation of additional utilities and/or storm drains.

- a. All lot owners shall maintain easements, located within their lot, in a neat and orderly manner, including mowing and removal of debris.
- b. Pittsfield Charter Township, and/or its assignees, is a beneficiary hereunder, and, at its discretion, has or will have the right, but not the obligation, to compel the Association and individual lot owners to maintain all storm drains and related systems shown on the plats and to charge to and require reimbursement from the Association, as further described herein, for any expenses incurred in exercising its rights hereunder.
- c. No grading or berming shall be permitted within drainage easements without the express written consent of Pittsfield Charter Township, and/or its assignees.
- d. The property within the subdivision is a Planned Unit Development (PUD), developed pursuant to certain requirements of Pittsfield Charter Township and for the benefit of all property owners within the subdivision, with respect to the preservation of certain natural features within the subdivision. Easements for the preservation of natural features have or will affect certain lots within the subdivision. With respect to the lots so affected, no construction, cutting of trees, application of pesticides, nor other activity tending to disturb the natural condition of the area subject to said preservation easements shall be permitted. Pittsfield Charter Township, and/or its assignees, shall have the right to compel the Association and/or the lot owner(s) to desist from any activity in violation of the provision.

This section was updated by the 2001 amendment. The primary change was to remove the phrase "the Developer" several times.

3. UTILITIES. No utilities other than underground utilities shall be installed on any property contained within the subdivision.

This section is unchanged from the original 1993 deed restrictions and protective covenants.

4. OWNER. The term "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Subdivision, including contract purchases, but excluding those having such interest merely as security for the performance of an obligation.

This section is unchanged from the original 1993 deed restrictions and protective covenants.

5. LOT OWNERS ASSOCIATION. There is hereby established the Lake Forest Lot Owners Association, which shall be incorporated as a Michigan non-profit corporation, herein referred to as the "Association." The purpose of the Association shall be to own and maintain the parks, open space, lake, forest, wetlands, and cul-de-sac islands within all phases of the subdivision and for the use and benefit of all lot owners, and for such other purposes as it shall deem reasonable and necessary. The Association shall consist of the Owners of the residential lots in Lake Forest Subdivision, recorded or to be recorded.

Association directors shall be appointed by the Developer, or his assigns, after 85% of the 250 lots to be developed in the Subdivision have been sold. Prior to the sale of 85% of said lots the Developer shall be the sole director of the Association; provided that prior to the sale of 85% of the 250 lots to be developed in the subdivision, the Developer shall appoint one lot owner for each 40 lots sold to an advisory Board with which the Developer shall regularly consult regarding the management of the Association and the concerns of the Owners.

The Developer shall appoint the Board of Directors within thirty (30) days following the sale of 85% of said lots and said Board shall proceed to adopt suitable Bylaws for the governance of the Association. Within a reasonable period of time after being notified that 100% of the lots to be developed in the subdivision have been sold, the Directors shall be elected by the members of the Association and the terms of the then existing Directors shall forthwith terminate.

There shall be a minimum of seven (7) Directors serving on the Board. The Board has the authority to act on behalf of the Association, without any vote of the members of the Association, in every respect except to increase the annual dues obligation in excess of the amounts described in section 6 below or to substantively amend these covenants following the sale of 100% of the lots to be developed in the subdivision. In no event shall the Directors of the Board be liable to Owners or to the Association for any decision made or activity undertaken within the scope of the Directors' obligation or duties to the Board or to the Association.

The Association shall have the right and power in its own name to take and prosecute all suits, legal, equitable or otherwise, which may be, in the opinion of the Association, necessary or advisable for any purpose deemed to be for the benefit of the Association members.

This section was updated by the 2001 amendment. The primary change was to add the third paragraph above regarding the authority of the board to act on behalf of the Association.

6. ANNUAL MAINTENANCE AND COMMUNITY FUND. All lots included in any final plat approved and recorded within the subdivision shall be subject to an initial charge of \$100 per lot, at the time of acceptance of title to such lot(s), and annual charges of such amounts as the Association shall from time to time, deem reasonable and necessary, for purposes of creating and maintaining a "Maintenance and Community Fund." Unless required by the Association's obligations, the per lot annual charges shall not exceed \$200 per year (as adjusted for inflation based on the consumer price index of 1993), without the express written consent of 85% of the lot owners. Annual charges shall be assessed and payable in advance, beginning on January 1, 1994. Prior to the appointment of lot owner directors, all lot owners shall have reasonable rights to inspect the books and the records of the Association and the Maintenance and Community Fund.

The Maintenance and Community Fund shall be used to pay for benefits and obligations of the Association and the members thereof including, but not limited to, liability insurance, taxes, park, lake and entryway maintenance, lawn mowing, ordinary expenses of administering the Association and such other items as shall be reasonable and necessary for the benefit of the members of the Association.

It is expressly acknowledged that the Association shall be responsible for the maintenance and the landscaping of medians in public streets and the islands in the turning circles of the cul de sac streets, which shall be regularly maintained in a nuisance free, aesthetic condition; and also for the maintenance of drains outside the Washtenaw County Drain Commission right of way. In the event that the Association fails to satisfy its obligations hereunder, Pittsfield Charter Township shall have the right, but not the obligation, to compel the Association and/or individual lot owners to satisfy said obligations through a suit in equity in a Court of appropriate jurisdiction and to back charge the Association for any expenses incurred in so doing.

It is expressly acknowledged that the Maintenance and Community Fund charges referred to herein shall be a lien on the property to which said charges are made. By acceptance of title to any lot within the subdivision the Owner thereof, from the date that it acquires said title, shall be held to covenant and agree to pay the Association all charges provided for herein. Any mortgagee who subsequently becomes an owner of the lot shall be subject to payment of these charges; provided that, any such charges discussed herein shall be subordinate to Mortgagee's interest.

This section was updated by the 2001 amendment. The primary change was to change the nomenclature from "Maintenance Fund" to "Maintenance and Community Fund."

7. BUILDING RESTRICTIONS. All structures to be erected on any lot in the subdivision shall be strictly subject to the requirements of this section.

All homes to be constructed in the subdivision shall include no less than 1,780 square feet of floor area; provided that, garages, carports, porches and breezeways shall not be included in computing such required floor area and no part of a residence below ground level shall be included in computing such required floor area.

Every home shall have an attached garage of not less than two car capacity; provided that the location of said garage shall be subject to the review of the Architectural Enforcement Committee ("AEC"). Only concrete driveways and street sidewalks shall be permitted, except that brick/paver driveways are permitted with the express written approval of the AEC. Every dwelling shall have and maintain a concrete (or, where approved, brick/paver) driveway and, if appropriate, a concrete sidewalk along the street. The Owner shall be responsible for the construction of concrete sidewalks in accordance with the requirements of Pittsfield Township, pursuant to the site plans as approved by the Township. The Owner shall be responsible for final grading of its lot and shall seed all front and side yards upon completion of construction of a home thereon.

All original construction plans, elevations, and exterior materials and color schemes and all changes in or to construction plans, elevations, and exterior materials and color schemes must be approved by the AEC. All exterior materials must consist of wood, wood products, stone or brick, and all exterior materials, with the exception of brick and complementary accessories such as shutters and front entry doors as permitted by the AEC, must be earth tone in color. Roofs shall be covered with asphalt shingles, or other suitable materials as approved in writing by the AEC.

Any and all changes in materials, and/or colors, to the exterior of the dwelling must be approved by the AEC and must comply with the restrictions contained in section 7 above. All exterior materials must consist of wood, wood products, stone or brick, and all exterior materials, with the exception of brick and complementary accessories such as shutters and front entry doors as permitted by the AEC, must be earth tone in color. All changes in exterior materials must be equal or superior in grade and quality to the original. Roofs shall be covered with asphalt shingles, or other suitable materials as approved in writing by the AEC. No window air-conditioning unit(s) shall be permitted without prior written approval of the AEC.

To the extent an Owner disagrees with any determination of the AEC regarding Owner's property, the Owner may appeal to the Board by submitting a written application to the Board within thirty (30) days of the Owner's receipt of the written determination of the AEC.

Mailboxes and posts with newspaper receptacles attached to the post below the mailbox shall be uniform in size and color and shall be maintained by the lot owner in the present location of the mailbox.

During construction, any damage to the road, road shoulder and curbs, and drainage systems, shall be repaired at the sole cost and expense of the Owner for whom construction is being performed. If damage occurs, the Association shall give written notice to the Owner as to the extent of such damage. The Owner shall repair said damage within thirty (30) days after receiving said notice. If said repairs have not been completed within thirty (30) days, the Association may repair such damage and bill the Owner. If said costs are not paid within thirty (30) days after the date of said bill, the Association may place a lien upon the subject lot for such costs, together with expenses and/or take any other action permitted by law.

This section was updated by the 2001 amendment. The primary change was to replace the Developer with the Architectural Enforcement Committee as the agent for reviewing and enforcing conformance with these deed restrictions and protective covenants..

8. BUILDING APPROVAL. No dwelling, structure, swimming pool, fence or other development shall be permitted upon any lot in the subdivision, nor shall any grade in the subdivision be changed or other construction work done without the express written consent of the Association, obtained in advance, as follows:

- a. The Owner shall submit a preliminary elevation for each proposed house showing, at a minimum, the proposed front elevation and sufficient detail to demonstrate the architectural concept and character, including placement of doors and windows, porch and garage details, and a basic layout of the proposed house on the lot.
- b. After the Association has approved the preliminary plan described above, and prior to the submittal to Pittsfield Township for building permits, the Owner shall submit final plans showing the finished grade, the plot, the location of the dwelling and all other buildings and structures. The construction plan and specifications shall show the size, type, materials, and colors of all exterior elevations and shall provide other pertinent construction details.

c. The Association shall not give its approval to the proposals unless in its sole and absolute opinion such construction and development will comply in all respects with the building and use restrictions set forth in this document; nor shall Association give its approval unless the external design, materials and location of the construction proposal shall be in harmony with the character of the subdivision and with the topography and grade elevations both of the lot upon which the proposed construction is to take place, and the neighboring lots in the subdivision. The Association shall have the right to assign its responsibilities and authority hereunder to a third party.

d. If anyone shall begin construction without the above referenced approvals from the Association, he/she shall forthwith completely remove such construction upon written request of the Association, regardless of the stage of completeness of such construction. If not removed forthwith upon such written request, the Association shall have the full right to enter upon the lot and cause such construction to be removed; provided that the cost of removal plus all expenses shall be chargeable to the lot owner and the Association may place a lien upon the subject lot for such charges together with appropriate interest.

e. Lot owners should be aware that Pittsfield Charter Township may require the following information for application of a building permit including, but not limited to: i) existing and proposed elevations at property corners; ii) finished floor elevations; iii) drainage arrows; iv) on-site benchmark clearly identified, visible and well secured and v) height between finished floor and footing.

f. Individual building permit plot plans will be reviewed by Pittsfield Township for conformance with Lake Forest Subdivision overall grading plan.

This section was updated by the 2001 amendment. The primary change was to replace references to the Developer by references to the Association.

9. CONSTRUCTION PROGRESS. The building alteration or repair of any dwelling or structure in the subdivision, once commenced, shall be completed as soon as reasonably possible; and in the event construction progress ceases for a period of more than ninety (90) days, except due to strikes, acts of God, or other conditions beyond the control of the builder or Owner, the Association is authorized to demolish it and clear the property, or to complete it; and in either case, charge the cost as a lien against the lot. All unused building materials and temporary construction shall be removed from the subdivision within ten (10) days after substantial completion of construction. The entirety of all lots (front, rear and side yards) shall be final graded and seeded or covered with other landscaping as soon as the construction work and weather permits.

This section was updated by the 2001 amendment. The sole change was to replace the reference to the Developer by a reference to the Association.

10. SIGNS. No commercial signs of any type or kind shall be permitted except as otherwise permitted by this section. Signs advertising the sale of a home in Lake Forest shall be permitted on the offered

property. Signs advertising a garage sale shall be permitted for a period not to exceed three (3) days. Political signs shall be permitted for a period not to exceed four (4) weeks prior to the election to which the sign pertains and one (1) week thereafter. All other non-commercial signs shall be permitted for a period of one (1) week. All signs must be maintained in good condition and shall be reasonable in size and content. The Board reserves the right to remove any sign which is posted on Association property and/or is not in conformance with this section. Subdivision entrance signs are exempt from this provision and shall be maintained by the Association.

This section was updated by the 2001 amendment. This section was rewritten almost entirely at that time.

11. SALES LOCATIONS.

This section was deleted by the 2001 amendment.

12. TEMPORARY STRUCTURES. Trailers, tents, shacks, barns, and any temporary building of any design are expressly prohibited within the subdivision, except those necessary for current construction and approved by the Association.

This section was updated by the 2001 amendment. The sole change was to replace the reference to the Developer by a reference to the Association.

13. VEHICLES. No motor vehicle of any kind shall be parked on any street, the easement for ingress or egress or in any driveway or yard within the subdivision in a non-operating and/or unlicensed condition. No commercial motor vehicle, pick-up truck or trailer shall be parked on any street, easement, driveway or yard for more than eight (8) hours in any twenty-four (24) hour period, except for commercial vehicles and machines and equipment required to perform construction or repair services to the dwelling for the period of time necessary for said construction or repair.

This section is unchanged from the original 1993 deed restrictions and protective covenants.

14. LIVESTOCK AND PETS. No animals, livestock, birds or poultry or any kind shall be raised, bred or kept on any property within the subdivision, except that common household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and provided further that common household pets shall be on a leash or otherwise confined to the owner's property and may not be kept if they become an annoyance or nuisance to the neighborhood; and provided further that fencing for such pets may be permissible, provided that the Association and/or the Architectural Review Committee shall approve in advance the design of such fencing in accordance with the terms hereof.

The 2001 amendment incorrectly changed the phrase "... leash or otherwise..." to "... leash of otherwise...". and this error in the amendment has been corrected here in the second amendment.

15. COMMERCIAL OPERATIONS. No business, trade, or similar activity may be conducted in or from any residence, except that an Owner or occupant residing in the residence may conduct legal business activities from the residence so long as: (a) the existence or operation of the business activity is

not apparent or detectable by sight, sound, or smell from outside the residence; (b) the business activity conforms to all zoning requirements for the property; (c) the business activity does not involve regular visitation to the residence by clients, customers, suppliers, or other business invitees, or door-to-door solicitation of residents of the properties; and (d) the business activity is consistent with the residential character of the properties and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the properties, as may be determined by the sole discretion of the Board.

Garage sales, moving sales, and rummage sales shall be limited to one (1) per calendar year per residence. Any such sale may not exceed a period of three (3) days, and shall only be permitted between the hours of 8:00 AM and 6:00 PM.

This section was updated by the 2001 amendment. The primary change was to replace the reference to the Developer by a reference to the Board.

16. GARBAGE AND REFUSE. No property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in closed sanitary containers. No incinerators or burning shall be permitted. Trash and garbage shall not be put out for pick up more than twenty-four (24) hours prior to the scheduled time for pick up.

This section is unchanged from the original 1993 deed restrictions and protective covenants.

17. FENCES. Fences will generally not be permitted. Privacy, ornamental, decorative, or any other type of fencing, including fencing for pets, may be allowed with the express written approval of the Association and/or the Architectural Enforcement Committee. Fences for swimming pools and jacuzzis must be reviewed by the AEC and shall comply with the applicable Pittsfield Township ordinances.

This section was updated by the 2001 amendment. The primary change was to replace the reference to the Developer by a reference to the Association and the Architectural Enforcement Committee, and to add the reference to Pittsfield Township ordinances.

18. ANTENNAS AND SATELLITE DISHES. All satellite dishes and/or antennas, type and location of installation, shall be approved by the AEC prior to installation on any property.

This section was updated by the 2001 amendment. The primary change was to replace the reference to the Developer by a reference to the Architectural Enforcement Committee, and to expand the Section to include satellite dishes.

19. SWIMMING POOLS. No swimming pool, as defined in the applicable Pittsfield Township ordinance, shall be built without the express written approval of the Association Board and/or the Architectural Enforcement Committee. No swimming pools shall be erected or placed on any lot other than an in-ground pool, and such in-ground pools shall require appropriate fencing for safety purposes in accordance with applicable Pittsfield Township ordinances.

This section was updated by the 2001 amendment. The sole change was the addition of the first sentence to the paragraph.

20. MAINTENANCE OF PROPERTY. No parcel of property shall be allowed to remain in unkempt condition. All grass and other growth shall be maintained and cut to reasonable lengths at reasonable intervals. In the event that any lot is not properly maintained by the Owner, the Association is authorized to contract for the necessary maintenance and charge the Owner with the cost of performing the required maintenance.

No trees within the street easement, except for those which are diseased, dead, or create a safety hazard, shall be removed except upon prior written approval from the Association Board and/or Architectural Enforcement Committee. Dead or diseased trees shall be promptly replaced by the Owner. In the event of an intentional or unintentional violation of this Section, the violator shall be required to replace the removed tree with a tree of comparable size or three (3) inch caliper, whichever is smaller, and in substantially the same location as the removed tree, or if it is not possible to replace the tree in substantially the same location, then in such location as the Board, in its sole discretion, shall determine.

This section was updated by the 2001 amendment. The primary change was the addition of the second paragraph.

21. DRIVEWAYS. Only concrete driveways and street sidewalks shall be permitted, except that brick/paver driveways are permitted with the express written approval of the Association Board and/or the Architectural Enforcement Committee. Every dwelling shall have and maintain a concrete (or, where approved, brick/paver) driveway and, if appropriate, a concrete sidewalk along the street.

This section was updated by the 2001 amendment. This section was rewritten almost entirely at that time.

22. YARD REQUIREMENTS. The front and back yard building setbacks shall be no less than 35 feet; the side yard setback shall be no less than five (5) feet on one side and 15 feet for both sides; provided however, that the Association may require additional setbacks which shall be considered at the time that the Owner submits its final plot plan. The Owner shall submit and the Association shall review and, in its sole discretion, approve landscaping plans for each lot in the subdivision.

This section was updated by the 2001 amendment. The primary change was to replace the reference to the Developer by a reference to the Architectural Enforcement Committee. This second amended deed restrictions and protective covenants also replaced the terms "set-backs" and "set backs" with "setbacks."

23. SIGHT DISTANCES. No wall, tree, hedge or shrub planting which obstructs reasonable sight lines shall be permitted.

This section is unchanged from the original 1993 deed restrictions and protective covenants.

24. ABATEMENT OF VIOLATIONS. Notice, by personal service or certified mail return receipt

requested, to a lot Owner for a violation of any condition or restriction or for breach of any covenant herein contained, shall give the Developer or the Association, in addition to all other remedies, the right to enter upon the land on which such violation or breach shall exist and summarily abate and remove same, at the expense of the Owner thereof. Such abating party shall not thereby become liable in any manner for trespass, abatement nor removal. Any costs incurred by the Developer or Association in enforcing said abatement, if not promptly reimbursed by the Owner, shall constitute a lien against the Owner's lot(s).

This section is unchanged from the original 1993 deed restrictions and protective covenants.

25. FINAL PLAT APPROVAL. Every or any other person or entity having an interest in the property of such nature so as to require such person or entity, pursuant to the Michigan Plat Act, to approve the final plat, or any phase of the subdivision, agrees to sign any and all documents necessary for the recording of the final plat for any such phase.

This section is unchanged from the original 1993 deed restrictions and protective covenants.

26. TERM OF RESTRICTION. All restrictions, conditions, covenants, charges and agreement contained herein shall continue in full force and effect and shall run with the land, provided however that, after fifteen (15) years from the date of the recording hereof the owners of the fee of two-thirds (2/3) or more of the lots in said subdivision may release all or part of said lots from all or some portion of these restrictions, except those restrictions contained in paragraphs 2, 7, 8 and 10, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and recording the same in the Office of Register of Deeds for Washtenaw County.

This section is unchanged from the original 1993 deed restrictions and protective covenants.

27. ENFORCEMENT. Enforcement shall be by proceeding at law or in equity, whether to restrain or recover damages, against any person or persons violating or attempting to violate any covenant herein contained. Any person violating or attempting to violate any covenant herein contained shall be liable for any attorneys' fees and/or costs incurred by the Association in enforcing these covenants. Any Owner failing to timely satisfy any financial obligation to the Association shall pay to the Association interest on the unpaid obligation at the rate of one (1) percent per month, compounded monthly. Furthermore, if Owner fails to timely satisfy any financial obligation to the Association, the Association may place a lien upon the subject lot for such costs, together with expenses and/or take any other action permitted by law. Failure to enforce any of the covenants herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto, except in the event the Association or lot owners violate the covenant, or any of these restrictions relating to said covenant.

This section was updated by the 2001 amendment. The section was expanded considerably by adding the three sentences beginning with "Any person violating..." that describe liens and interest penalties.

28. SEVERABILITY. Invalidation of any one of these covenants by judgement of a court of competent jurisdiction shall in no way affect any of the other provisions which shall remain in full force and effect.

This section is unchanged from the original 1993 deed restrictions and protective covenants.

29. WAIVER. Waiver either in writing or by failure to act in the enforcement of any instance of violation hereof shall in no way act as a waiver of any future violation of the same or similar covenant, whether by the same person or by other persons, and all the covenants herein shall be at any time fully enforceable as to any parcel of land contained in the property described herein.

This section is unchanged from the original 1993 deed restrictions and protective covenants.

30. AMENDMENT. The Association shall retain the right to modify the terms hereof from time to time, in order to promote the efficient development and administration of the development; provided however that, in no event shall the Association amend the terms hereof to require contributions from lot owners in excess of the amounts described in paragraph 6 hereof. The Association may make substantive (as opposed to administrative) changes to these covenants if sixty-six percent (66%) of the members in good standing with the Association approve, in writing, proposed substantive changes to the terms hereof.

This section was updated by the 2001 amendment. The primary changes were to replace references to the Developer by references to the Association, and to add the last sentence which describes the process for making substantive changes to these deed restrictions and protective covenants.

31. NOTICE TO ASSOCIATION. Owners may provide written notice to the Association at the following address: PO Box 2913, Ann Arbor, MI 48106-2913.

This section was added by the 2001 amendment.

32. BOARD APPROVAL. This document was reviewed by the LFLOA board of directors at its June meeting on June 14, 2015, and was approved unanimously.

This section was added in this document.

[Remainder of page intentionally left blank; signature page to follow.]

EXHIBIT A

BEGINNING AT THE N 1/4 CORNER OF SECTION 18, T3S, R6E, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN;

THENCE S 88°34'20" E 1890.10 FEET ALONG THE NORTH LINE OF SAID SECTION 18 AND THE CENTERLINE OF ELLSWORTH ROAD (66' WIDE);
THENCE S 03°12'16" E 1619.04 FEET ALONG THE WEST LINE OF THE EAST 25.00 ACRES OF THE NORTH 50.00 ACRES OF THE E 1/2 OF THE N.E. 1/4 OF SAID SECTION 18;

THENCE N 88°59'38" W 673.42 FEET ALONG THE NORTH LINE OF THE SOUTH 30.00 ACRES OF THE E 1/2 OF THE N.W. 1/4 OF SAID SECTION 18;

THENCE S 01°20'21" E 977.98 FEET ALONG THE WEST LINE OF THE E 1/2 OF THE NE 1/4 OF SAID SECTION 18;

THENCE N 88°59'38" W 2686.85 FEET ALONG THE EAST LINE OF SAID SECTION 18;

THENCE N 00°44'18" E 2615.56 ALONG THE EAST LINE OF THE W 1/2 OF THE N.W. 1/4 OF SAID SECTION 18;

THENCE S 88°34'10" E 1323.59 FEET ALONG THE NORTH LINE OF SAID SECTION 18 AND THE CENTERLINE OF ELLSWORTH ROAD, TO THE POINT OF BEGINNING; BEING A PART OF THE N 1/2 OF N 1/2 OF SAID SECTION 18; T3S, R6E, AND CONTAINING 181.93 ACRES OF LAND. BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE NORTH 33.00 FEET THEREOF, AS OCCUPIED BY ELLSWORTH ROAD, AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY

TAX ID # L-12-18-200-001