

**BY-LAWS OF LAKE MANITOU ASSOCIATION**

**ARTICLE I.**

Name and Location:

The name of the Association shall be Lake Manitou Association. This corporation is a nonprofit membership corporation organized under Act 162, Michigan Public Acts of 1982, as amended.

The Association area shall be those parts located in the Township of Bennington, County of Shiawassee, and State of Michigan, known as the Manitou Knolls Subdivision, Manitou Knolls Subdivisions I, II, and III, the Thunderbird Subdivisions I, II, and III, the Chippewa Point Subdivision and the Unplatted Portions as contained within the following description: All that part of Section 10 and 11 in Bennington Township, Shiawassee County, Michigan, described as follows; Commencing at the Northeast corner of 4799 West Mohican Trail thence Southwest along the Northwest border of 4799 West Mohican Trail to the East end of West Mohican Trail, thence continuing in a westerly direction along West Mohican Trail as it curves to the South and continuing South to the north line of an unplatted tract described as 2354 Garrison Road, thence East along the north line of 2354 Garrison Road to a point where said line intersects the lake channel, thence Southwesterly along the East line of 2354 Garrison Road to the right of way line of Garrison Road, thence East along the right of way line to the West right of way line of Waugh Road, thence Northerly along the West line of Waugh Road to a point described as the South border of Kiwanis Acres, thence Westerly along said border of Kiwanis Acres to a point where said South border intersects the North right away of Smith Park Drive, thence West along Smith Park Drive to the end thereof at 2051 Smith Park Drive, thence West along the North line of 2051 Smith Park Drive until the same intersects with the spillway EXCLUDING a small tract of land located South of OUTLOT B in the southwest corner of Cherokee Trail and Waugh Road known as the UNPLATTED CAINE FARM (located at 4650 Waugh Road). Also included in the Association area is the unplatted 22 acre parcel currently owned by the Opanasenko's in section 10 of Bennington Township, lying immediately North of Mohican Trail.

**ARTICLE II.**

Purpose and Fiscal Year:

1. The purpose of the Association shall be: (1) To maintain and to improve the residential characteristics of the Association area, and as authorized in the Restrictions, to be responsible to make rules and regulations regarding the use and control of the Lake, including the enforcement of the Restrictions as amended, and recorded, in their entirety; (2) To provide methods of cooperation whereby members can collectively achieve mutual advantages that could not be achieved individually, (3) To promote social and recreational activities among its members, and; (4) To enforce the provisions of this document and to engage in such

additional activities and functions as is commonly associated with property owners and lake associations.

2. The fiscal year of the corporation shall begin on January 1 and shall end on December 31 of each year.

**ARTICLE III.**

Membership:

1. Membership shall consist of the owners of every property located within the above-mentioned Association area. Membership shall consist of anyone who owns a property in fee or is purchasing property pursuant to a bona fide land contract where the land contract or memorandum thereof has been recorded with the Shiawassee County Register of Deeds. Except as otherwise provided in these By-Laws, all members shall have equal rights.
2. Each individual member of the Association shall be entitle to one (1) vote. A family membership shall consist of husband and wife and each spouse shall be entitled to one (1) vote. Absentee ballots or proxies may be filed with the Secretary of the Association prior to any membership meeting.

**ARTICLE IV.**

Dues and Assessments:

1. Each property owner shall make an Annual Payment of fifteen dollars (\$15.00) paid on or before April 30th, of each year, plus any Special Assessments as approved by the Board of Directors, per lot (as defined on the property tax roll) to the LAKE MANITOU ASSOCIATION, to maintain and improve the Lake Manitou area.
2. Special assessments may be levied by the Board of Directors for specific projects.

**ARTICLE V.**

Membership Meetings:

1. There shall be a summer and winter membership meeting held each year. The summer meeting will be held no later than September 1 of each year and the winter meeting shall be held no later than March 1 of each year.
2. The Board of Directors shall set the time and place for all membership meetings. Not less than two (2) weeks before the date of any membership meeting, the Board of Directors shall give written notice of the time and place of the meeting, either personally or by mail.
3. If Amendments to the By-Laws or elections are to be considered or held at a membership meeting, the

purposes, proposed Amendments, or nominations shall be included in said notice.

4. Special membership meetings may be called by the Board of Directors at any time. Notice of these meetings will be given pursuant to Article V, Section 2.

A special membership meeting must be called by the Board of Directors within forty-five (45) days, if requested in writing by not less than one-third (1/3) of the members entitled to vote.

A special membership meeting to vote on rescinding rules and regulations passed by the Board of Directors and listed in the Special Record, must be called by the Board of Directors within sixty days (60) days if requested in writing by not less than one-third (1/3) of the members entitled to vote.

5. A majority of those present at a duly constituted membership meeting shall constitute a quorum. A majority of those present at such a duly constituted meeting shall be entitled to transact business.

#### **ARTICLE VI.**

Officers and Board of Directors:

1. The Officers of the Association shall be President, Vice President, Secretary, Treasurer. The Officers, six (6) Directors, and the immediate past President (if still a member in good standing) shall constitute the Board of Directors.
2. Terms of office shall be for two (2) years commencing after the vote at the summer membership meeting. The Treasurer, Vice President and three (3) Directors shall be elected to office in odd years. The President, Secretary, and the remaining three (3) Directors shall be elected in even years.
3. Any member in good standing is eligible to hold office and be elected to the Board of Directors.
4. The affairs of the Association shall be managed by the Board of Directors. Directors shall be elected by a plurality (the top three most votes) of members in attendance at the summer membership meeting.

The Board of Directors may adopt reasonable rules and regulations for conduct of elections, proxies and absentee ballots. Furthermore, the Board of Directors shall be the judge when questions arise regarding elections.

The Nominating Committee will strive to obtain candidates representing each Subdivision.

5. The President shall preside at all meetings of the membership and the Board of Directors at which the President is present. The President shall appoint

standing and special committees with the advice of the Board of Directors. The President shall be an Ex-Officio member (without vote) of all such committees and shall exercise general supervision of the affairs and activities of the Association. The President shall perform such duties at the discretion of the Board of Directors and members as expressed at their respective meetings.

6. The Vice President shall perform the duties of the President in the event of the President's absence.
7. The Secretary shall keep records and minutes of all meetings of the membership and Board of Directors. The Secretary shall notify members of meetings as directed by the Board of Directors.
8. The Treasurer shall keep an up-to-date record of all property owners, showing payments for membership Annual Payments and Special Assessments, notify members and property owners of Annual Payments and Special Assessments when due, and report to the Board of Directors the names of members whose Annual Payments and Special Assessments are delinquent. The Treasurer shall receive and keep records of all Association funds, keep them in a bank or other financial institution approved by the Board of Directors, and pay out Association funds only as authorized by the Board of Directors. The Treasurer shall be bonded in the amount to be determined by the Board of Directors. The cost of the Treasurer's bond shall be paid by the Association.
9. The Directors shall represent their respective Subdivisions and shall bring to the attention of the Board of Directors matters requested by members from their respective Subdivisions.
10. The Board of Directors shall transact all official business of the Association. It shall hold at least four (4) meetings per year.

Any action required or permitted by these By-Laws or any provision of law to be taken by the Board of Directors thereof at a meeting or by resolution may be taken in person, electronically, or over the telephone without a meeting. The action required and vote will be included in the next scheduled Board of Directors meeting and will be included in that meeting's minutes. Such consent or vote shall have the same effect as a vote of such Directors and may be stated as such in any documents filed with the State of Michigan.

11. Any vacancy occurring in any office or in the Board of Directors shall be filled by appointment by the Board of Directors. An Officer or Director appointed to fill a vacancy shall be appointed for the un-expired term of their predecessor in office.

12. Five (5) Board of Directors members present at an official meeting shall constitute a quorum.
13. The Board of Directors may, from time to time, establish policies within the limits of these By-Laws. Such policies shall be kept in a special record and shall be considered binding unless officially changed by the Board of Directors.  
  
Any such rule or regulation adopted by the Board of Directors may be rescinded by a vote of the members representing at least sixty (60) percent of the Association. The vote would be taken at a meeting called pursuant to Article V, Section 4 hereof.
14. Removal of Directors. Any member of the Board of Directors maybe removed by the membership at any time by the vote of a majority of the members present at a meeting where a quorum is present pursuant to the notification requirements of Article V, Section 2.

#### **ARTICLE VII.**

##### Standing Committees:

1. The Standing Committees shall be:
  - (a) Nominating Committee
  - (b) Public Relations Committee
  - (c) Social Committee
  - (d) Structural Control Committee
  - (e) Restrictions Control (Enforcement) Committee

These Committees will provide the major activity of the Association.

2. The Nominating Committee shall submit to the Secretary 30 days before the summer meeting each year, a slate of nominations for Officers and Directors to be elected at the membership meeting. It is the responsibility of the Nominating Committee to get a statement of willingness to serve from the candidates before submitting the names of candidates. Nominations from the floor will be accepted during the meeting.

Additionally, written nominations for Officers and Directors may be made by any member in good standing so long as that member submits a nomination in writing to the Association's Secretary at least thirty (30) days before the summer meeting each year.

3. The Public Relations Committee shall be primarily concerned with relationships with individuals and groups within the Association area and with the creation of a favorable image for the Association area. It will welcome new members and inform members about area concerns.
4. The Social Committee will plan social events for members and make plans for assistance to members were there is prolonged illness or death in the family. They may instigate other social services, like baby-sitting

directories, odd job directories, etc.

5. The Structural Control Committee shall be concerned with the function of scrutinizing and overseeing the construction of all structures and buildings for the purpose that all such structures and buildings or other habitation of a temporary character shall conform with the standards set forth in the said Restrictions, as amended.
6. The Restrictions Control (Enforcement) Committee shall function as an authorized representative of the Association to enforce the legal restrictions, as amended, and the rules adopted by the association not assigned to the Structural Control Committee.
7. The President, with the advice of the Board of Directors, will appoint members to the standing committees. Members appointed will serve for a two (2) year term beginning with the summer meeting. The number of members on a standing committee shall be determined by the President.

#### **ARTICLE VIII.**

##### Amendments:

1. A proposed Amendment to these By-Laws may be proposed by either the Board of Directors or pursuant to a writing signed by one-third (1/3) of the membership. The amendment shall be placed on the agenda of the next membership meeting, provided the President receives the proposed amendment at least 60 (sixty) days before the next membership meeting.
2. Notice of Amendments to be voted upon at such a membership meeting shall be sent to the members in accord with Article V, Sections 2 and 3.
3. A proposed amendment to these By-Laws shall become effective when approved by sixty-six percent (66%) of the members entitled to vote. At all meetings of members, each property will be entitled to one (1) vote for members in good standing in person or by proxy. All proxies shall be in writing and filed prior to the vote with the Board of Directors through any Officer. Every proxy shall expire at the conclusion of the meeting or upon termination of membership in the Association.

The proxy assignment can be revoked by the issuing member at any time by sending written notice to the Board of Directors five (5) days in advance of any scheduled vote. The proxy will be voted by the Board of Directors as indicated in writing by the member or at the direction of the Board of Directors if not otherwise indicated on the proxy. The Secretary will retain a record of all proxies and absentee ballots received.

**ARTICLE IX.**

Indemnification:

1. Power To Indemnify – Derivative Action. The corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he or she is or was a Director, Officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including attorneys' fees, actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses which such court shall deem proper.
2. Indemnification of Expenses. To the extent that a Director, Officer, employee or agent of the corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by him or her in connection therewith.
3. Authorization of Indemnification. Any indemnification under Section 1, unless ordered by a court, shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the Director, Officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 1. Such determination shall be made:
  - (a) By the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceedings; or
  - (b) If such quorum is not obtainable, or, even if obtainable a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.
4. Payment of Expenses For Final Disposition. Expenses,

including attorneys' fees, incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided in Section 3 upon receipt of an under-taking by or on behalf of the Director, Officer, employee or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the corporation as authorized herein.

5. Not Exclusive Right. The indemnification provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any agreement, vote of disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, Officer, employee or agent and shall inure to the benefit of the heirs, fiduciaries and devisees of such a person.
6. Liability Insurance. The corporation may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the corporation, or is or was serving at a request of the corporation as Director, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liability under this By-Law.

**ARTICLE X.**

Dissolution:

An affirmative vote of seventy (70%) per cent of the membership shall be required to effectuate a dissolution of the Association

In the event of such a dissolution, all assets of the Association shall be paid over and delivered to some charitable or educational association listed and approved, at the time, by the Internal Revenue Service as a non-profit, tax exempt organization, and selected by the Board of Directors. Notwithstanding the preceding, the restrictions contained in this document shall continue to apply to all real property.

**Amended Restrictions**

1. LAKE AND LAND USE CONTROL:

A) The LAKE MANITOU ASSOCIATION is a non-profit corporation, incorporated under Michigan law representing the property owners of THUNDERBIRD SUBDIVISIONS I, II, AND III, MANITOU KNOLLS SUBDIVISION, MANITOU KNOLLS SUBDIVISIONS I, II, AND III, CHIPPEWA POINT SUBDIVISION and THE UNPLATTED PORTIONS, the same having been incorporated on August 20, 1964 under the laws of the State of Michigan. For purposes of this document, the name "Lake Manitou Association" shall also apply to any lawful successor or successors of the present nonprofit corporation entitled "Lake Manitou Association."

B) The purpose of the LAKE MANITOU ASSOCIATION shall be:

- (1) To maintain and improve the residential characteristics of the Association area.
- (2) To provide methods of cooperation whereby members can collectively achieve mutual advantages that could not be achieved individually.
- (3) To promote social and recreational activities among the members.
- (4) To enforce the provisions of this document and to engage in such additional activities and functions as is commonly associated with property owners and lake associations.

C) LAKE MANITOU ASSOCIATION, or its successor, is hereby authorized to make rules and regulations to carry out the purposes of the Association regarding the use and maintenance of the lake, including but not limited to watercraft, docks, rafts, swimming, fishing, stocking, policing, aquatic weed control or other treatments, water level, and other related activities.

D) The LAKE MANITOU ASSOCIATION, or its successor, shall be responsible for enforcing the following restrictions, below listed, by any legal method, including but not limited to:

- (1) The owner of any property bound by this document or the Lake Manitou Association or its successor (or duly authorized representative) may enjoin, abate, or eliminate any breach of these restrictions by appropriate proceedings in law or in equity, against any person, corporation, partnership, or other entity so violating or threatening to violate any of the covenants, restrictions, reservations, requirements, or conditions contained in this document.
- (2) Any expense incurred through such abatement or removal shall be paid by the offending property owner or occupant.

2. All lots in THUNDERBIRD SUBDIVISIONS I, II AND III, MANITOU KNOLLS SUBDIVISION, MANITOU KNOLLS SUBDIVISIONS I, II, AND III, CHIPPEWA POINT SUBDIVISION, and land in THE UNPLATTED PORTIONS, Shiawassee County, Michigan, shall be used exclusively for single family residential purposes.

Non-lakefront lots may be given lake access in the following ratio: 1 non-lakefront lot for every 50 feet of vacant lake frontage within the Lake Manitou Association that is owned by the property owner and is to remain vacant. This restriction does not apply to previously executed written agreements regarding lake access between the Lake Manitou Association and any of its members.

3. No structure or building shall be erected, altered, placed, used, or permitted to remain on any lot other than one detached single-family dwelling structure plus lawful accessory buildings and structures. Additionally, all such items (and alterations thereto) must first be approved by the Association Board of Directors at the recommendation of the Structural Control Committee.

4. No lots in THUNDERBIRD SUBDIVISIONS I, II AND III, MANITOU KNOLLS SUBDIVISION, MANITOU KNOLLS SUBDIVISIONS I, II, AND III, CHIPPEWA POINT SUBDIVISION or land in THE UNPLATTED PORTIONS, shall be used for any type of commercial, business, or industrial activity, function, or use whatsoever.

5. No temporary structure, building, basement, garage, barn, out-building, bus, mobile home, house trailer, motor home, travel trailer, camping trailer, tent or other recreational vehicle or unit shall be occupied as a temporary or permanent shelter or dwelling at any time, on any lot in THUNDERBIRD SUBDIVISIONS I, II AND III, MANITOU KNOLLS SUBDIVISION, MANITOU KNOLLS SUBDIVISIONS I, II, AND III, CHIPPEWA POINT SUBDIVISION, or land in THE UNPLATTED PORTIONS.

6. PLANTING, COMPOSITION AND CONSTRUCTION OF ALL STRUCTURES:

There shall be formed a "Structural Control Committee" which shall be appointed by the officers of the LAKE MANITOU ASSOCIATION, whose purpose and function it is to scrutinize and oversee the construction of all structures and buildings with regard to quality of workmanship, materials to be used, harmony of external design with other existing structures and buildings, and as to location thereof with regard to topography and finished grade elevation. All structures and buildings shall conform to the following standards:

A) No building or structure shall be erected, placed, or altered on any lot in THUNDERBIRD SUBDIVISIONS I, II AND III, MANITOU KNOLLS SUBDIVISION, MANITOU KNOLLS SUBDIVISIONS I, II, AND III, CHIPPEWA POINT SUBDIVISION, and land in THE UNPLATTED PORTIONS until satisfactory construction plans and specifications of such building or structure and a plan showing the location of such building or structure shall have been approved in writing by the LAKE MANITOU ASSOCIATION "Structural Control Committee".

For purposes of this paragraph, storage sheds, storage barns; pole barns, garages, and any out-building shall be deemed to be buildings or structures under these restrictions, and may be approved by the "Structural Control Committee" subject to the following limitations:

- (1) No storage buildings, storage sheds, or other external buildings less than 150 square feet in size shall be constructed with whole or partial metallic exterior siding or covering.
- (2) No storage buildings, storage sheds, or other out-buildings which do not contain a rat-wall, or a foundation, or other in-earth anchoring system, may exceed 150 square feet in size.

In considering approval of such external buildings, the "Structural Control Committee" shall give due consideration to the following:

- (1) The nature and design of the proposed construction.
- (2) The site of location of such structure.
- (3) The proximity to dwellings, other buildings, and Lake Manitou.
- (4) The aesthetics of such proposed structure.
- (5) The compatibility of such structure with the primary dwelling and other area structures.

B) No dwelling shall be erected on any lot in THUNDERBIRD SUBDIVISIONS I, II AND III, MANITOU KNOLLS SUBDIVISION, MANITOU KNOLLS SUBDIVISIONS I, II, AND III, CHIPPEWA POINT SUBDIVISION, and land in THE UNPLATTED PORTIONS, unless such dwelling structure shall incorporate circumference dimensions equal to a minimum of one thousand five hundred (1,500) square feet, except that up to Five hundred (500) square feet of said minimum dimensions may include an attached garage.

C) No dwelling structure shall be constructed on any lot in THUNDERBIRD SUBDIVISIONS I, II AND III, MANITOU KNOLLS SUBDIVISION, MANITOU KNOLLS SUBDIVISIONS I, II, AND III, CHIPPEWA POINT SUBDIVISION, and land in THE UNPLATTED PORTIONS, unless there be incorporated in the construction of the exposed exterior wall of said dwelling structure, forty percent

(40%), or more, brick or stone, excluding the glass areas incorporated in such exterior surfaces. Except that the "Structural Control Committee" may approve other superior grade materials.

D) The exterior of all dwelling structures and all rough grading shall be completed within one year (1 yr.) from the date of commencement of construction.

E) The interior of all dwelling structures and finished grading shall be completed within two years (2 yrs.) from the date of commencement of construction.

F) All dwelling structures shall comply with state and local sanitary requirements and shall have sanitary facilities incorporated in such structures and all septic tanks incorporated into and used with respect to water supply and the adjoining lake area. Furthermore, all buildings, structures, and uses shall fully comply with all applicable governmental zoning and other ordinances.

G) In the event that the "Structural Control Committee" fails to approve within thirty (30) days, any building construction plans and specifications, after said plans and specifications have been properly submitted to it, approval of the "Structural Control Committee" shall not be required and the related requirements and restrictions pertaining to the construction of a building shall be deemed to have been fully complied with. However, in the event said Committee rejects said plans and specifications said rejection shall be sent to the applicant's last known address by registered mail containing the reasons for said rejection and approval shall not be granted until the reasons contained in said rejection have been rectified.

7. Annual payments, if not paid by July 1st of each year, shall be a lien on each lot and may be denoted by an affidavit recorded with the Shiawassee County Register of Deeds office, and this lien may be enforced, as are real estate mortgages, by foreclosure, by advertisement, or in the Shiawassee County Circuit Court. If the said payment is not made by the said due date of each year, interest shall be added thereto at the rate of one and one-half percent (1 1/2%) per month until the same is paid or foreclosed upon as hereinabove provided.

(A) Vacant lots in THUNDERBIRD SUBDIVISIONS I, II AND III, MANITOU KNOLLS SUBDIVISION, MANITOU KNOLLS SUBDIVISIONS I, II, AND III, CHIPPEWA POINT SUBDIVISION, and land in THE UNPLATTED PORTIONS, owned by the original promoters, Murl A. Duffey of 1900

Garrison Road, Owosso, Michigan, and Jack Smith of 4878 Apache Path, Owosso, Michigan, not sold, shall be exempt from this assessment until sold.

8. All vacant lots or lot in THUNDERBIRD SUBDIVISIONS I, II AND III, MANITOU KNOLLS SUBDIVISION, MANITOU KNOLLS SUBDIVISIONS I, II, AND III, CHIPPEWA POINT SUBDIVISION, and THE UNPLATTED PORTIONS, shall be kept mowed to a height not exceeding six (6) inches from ground level.

9. No livestock (including, but not limited to, horses, pigs, cows, deer and similar animals) shall be permitted upon the premises in THUNDERBIRD SUBDIVISIONS I, II AND III, MANITOU KNOLLS SUBDIVISION, MANITOU KNOLLS SUBDIVISIONS I, II, AND III, CHIPPEWA POINT SUBDIVISION, and THE UNPLATTED PORTIONS, except dogs, cats, canaries, and like fowl or pets.

(A) No Member household in THUNDERBIRD SUBDIVISIONS I, II AND III, MANITOU KNOLLS SUBDIVISION, MANITOU KNOLLS SUBDIVISIONS I, II, AND III, CHIPPEWA POINT SUBDIVISION, or land in THE UNPLATTED PORTIONS, shall house or keep more than two (2) dogs on their premises.

(B) Dog kennels shall be kept clean, sanitary, and in attractive condition, and be so located to conform to surrounding buildings.

10. No refuse pile or other unsightly or objectionable material shall be allowed on any lots in THUNDERBIRD SUBDIVISIONS I, II AND III, MANITOU KNOLLS SUBDIVISION, MANITOU KNOLLS SUBDIVISIONS I, II, AND III, CHIPPEWA POINT SUBDIVISION, or land in THE UNPLATTED PORTIONS, unless same should be properly concealed.

(A) Any refuse, ashes, building materials, garbage or debris of any kind kept outdoors shall be kept only in a sanitary and lawful fashion, and shall be kept and cared for in such a manner as not to be unreasonably offensive to the owners or occupants of any adjoining lots.

(B) No obnoxious or offensive activity shall be conducted on any lot in THUNDERBIRD SUBDIVISIONS I, II AND III, MANITOU KNOLLS SUBDIVISION, MANITOU KNOLLS SUBDIVISIONS I, II, AND III, CHIPPEWA POINT SUBDIVISION, or LAND IN THE UNPLATTED PORTIONS, nor shall anything be done thereon which may be or become an unreasonable interference, annoyance or nuisance to the neighborhood or the owners or occupants of any adjoining lots.

11. The parking or storage of commercial vehicles, except while making normal deliveries, shall not be permitted on any lot in THUNDERBIRD SUBDIVISIONS I, II AND III,

MANITOU KNOLLS SUBDIVISION, MANITOU KNOLLS SUBDIVISIONS I, II, AND III, CHIPPEWA POINT SUBDIVISION, or land in THE UNPLATTED PORTIONS without written permission of the Board of Directors.

12. No signs of any sort or character shall be displayed upon any premises in THUNDERBIRD SUBDIVISIONS I, II AND III, MANITOU KNOLLS SUBDIVISION, MANITOU KNOLLS SUBDIVISIONS I, II, AND III, CHIPPEWA POINT SUBDIVISION, or land in THE UNPLATTED PORTIONS except that owners may use signs in connection with the sale, disposal or rental of their property, so long as the face of such sign does not exceed five (5) square feet.

13. No fence, wall, hedge or shrub planting which obstructs a sight line at elevations between two (2) to six (6) feet above the roadways, shall be placed or permitted to remain on any corner lot next to or adjoining any roadways in THUNDERBIRD SUBDIVISIONS I, II AND III, MANITOU KNOLLS SUBDIVISION, MANITOU KNOLLS SUBDIVISIONS I, II, AND III, CHIPPEWA POINT SUBDIVISION, or land in THE UNPLATTED PORTIONS except upon the recommendation of the Structural Control Committee and approval of the Board of Directors.

14. These Restrictions may be altered with the consent of Seventy percent (70%) of the combined number of total lot owners in THUNDERBIRD SUBDIVISIONS I, II, AND III, MANITOU KNOLLS SUBDIVISIONS I and II, CHIPPEWA POINT SUBDIVISION and land owners in THE UNPLATTED PORTIONS.

15. The previous Restrictions affecting and involving the lands encompassed in THUNDERBIRD SUBDIVISIONS I, II AND III, MANITOU KNOLLS SUBDIVISION, MANITOU KNOLLS SUBDIVISIONS I, II, AND III, CHIPPEWA POINT SUBDIVISION and THE UNPLATTED PORTIONS, to-wit: Those recorded in Liber 437, Pages 291 through 336, in the Office of the Register of Deeds, Shiawassee County, Michigan, are hereby terminated, voided and held for naught, and this document shall replace such prior restrictions in full.

16. Any invalidation of any one of these restrictions by Judgment or Court Order, shall in no way affect any of the other provisions of the Agreement, which shall remain in full force and effect and shall run with the land.

17. Wherever this document requires a vote of the membership or the owners of a particular number of lots, the following shall be applicable. "Lot" shall mean any lot or parcel located within MANITOU KNOLLS SUBDIVISION, MANITOU KNOLLS

SUBDIVISIONS I, II, AND III, THE THUNDERBIRD SUBDIVISIONS I, II AND III, THE CHIPPEWA POINT SUBDIVISION, AND THE UNPLATTED PROPERTY as described in the second paragraph of Article I of the Lake Manitou By-Laws (as amended).

bottomlands thereof except in full compliance with all applicable laws.

18. No lot or any portion of Lake Manitou shall ever be used for marina, boat livery, public access or public or governmental purposes or uses, nor shall any marina, boat livery, public access structure or improvements or any public or government structure (except utility easements and lines) ever be built, placed, utilized or maintained upon any lot or on or in Lake Manitou.

22. All restrictions, requirements, covenants and agreements contained in this document, as recorded, touch and concern the land and shall permanently run with and bind all lands involved.

19. No lot or portion of any property shall ever be used to allow any owner(s) or occupant(s) of any real property or residents located outside of the property covered by this document or any other person to have or gain access to Lake Manitou. Furthermore, no lot or portion thereof shall ever be used to allow, permit or provide any person, entity or group to have access to Lake Manitou other than the owners of the particular lot involved and their families or non-business invitees. No easement, right-of-way, license, lease or similar device shall ever be granted, utilized or created on, out of or over any lot which would allow any person, entity or property to have access to Lake Manitou other than the owners of that particular lot and their families and non-business invitees.

Notwithstanding the above, utility easements may be granted or created on or across lots for the sole purpose of installing public utilities such as electric lines, telephone/communication lines, water lines, sewer lines and natural gas lines. Also notwithstanding the above, any recorded access easement(s) or joint properties which presently exist as of July 1, 2004, as recorded with the Shiawassee Register of Deeds shall be permitted to continue servicing the lots which have the right to utilize such easement or access as of July 1, 2004. Such rights shall not be expanded or be given to additional properties except such rights which existed as of July 1, 2004.

20. No lot or any portion of Lake Manitou shall ever be used for any public or governmental purpose or use, except for the utilities permitted pursuant to Section 19 hereof. No person, member or lot owner shall sell, lease, rent, loan, burden, transfer, give, donate, bequeath, assign, or encumber his or her interest in, or any interest in or to any lot, or for the benefit of any municipality, governmental unit, church, institution, school, business, college, charitable trust, charitable or benevolent group organization, hunting and fishing club organization and/or the general public. Lake Manitou is a private lake and the general public is expressly excluded.

21. No canal or channel shall ever be dug, constructed or created in, on, touching or affecting Lake Manitou. Nor shall any dredging occur in Lake Manitou or the