

CALUMET LAKESHORE

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

This declaration made this 21st day of September, 1998 by and between **LAKE SUPERIOR LAND COMPANY**, a Delaware corporation of 101 Red Jacket Road, Calumet, Michigan 49913

Whereas, **LAKE SUPERIOR LAND COMPANY** is the owner of those certain parcels of land (hereinafter called the "Property") situated in the Township of Calumet, County of Houghton and State of Michigan, and more particularly described as follows:

A parcel of land in Government Lots 1, 2 and 3 of Section 5, T56N-R33W, Calumet Township, Houghton County, Michigan and described as follows:

Commencing at the NE Corner of Section 5, T56N-R33W, thence along the North line of said Section 5, S 89° 53' 54" W 43.47 feet to the Southerly boundary of Lakeshore Road; thence along the Southerly boundary of Lakeshore Road S 46° 03' 30" W 1057.23 feet to the point of curve, concave to the left, having a radius of 1112.92 feet and a central angle of 13° 51' 50", and a chord of 268.64 feet bearing S 39° 07' 35" W; thence Southwesterly along said curve, a distance of 269.29 feet to the point being the Point of Beginning; thence S 32° 11' 40" W 412.30 feet to a point of curve, concave to the to the right, having a radius of 1178.92 feet, a central angle of 13° 42' 29", and a chord of 281.39 feet bearing S 39° 02' 56" W; thence Southwesterly along said curve, a distance of 282.06 feet; thence S 45° 54' 11" W 1260.00 feet; thence S 44° 05' 49" E 17.00 feet; thence S 45° 54' 11" W 212.95 feet; thence S 47° 08' 41" W 785.87 feet; thence S 42° 51' 19" E 25.00 feet; thence S 47° 08' 41" W 510.00 feet to the point of curve, concave to the left, having a radius of 1070.92 feet and a central angle of 21° 38' 41", and a chord of 402.16 feet bearing S 36° 19' 21 " W; thence Southwesterly along said curve, a distance of 404.56 feet; thence S 25° 30' 00" W 60.61 feet; thence N 42° 29' 40" W 327.10 feet; thence N 46° 54' 15" E 100.25 feet; thence N 43° 08' 35" W 191.24 feet to the shore of Lake Superior; thence along the shore of Lake Superior the following twelve courses, N 52° 22' 13" E 307.74 feet; thence N 49° 44' 41" E 506.73 feet; thence N 49° 44' 26" E 207.14 feet; thence N 49° 18' 37" E 235.12 feet; thence N 47° 27' 58" E 308.84 feet; thence N 39° 30' 35" E 362.12 feet; thence N 38° 46' 51" E 211.38 feet; thence N 35° 37' 12" E 194.71 feet; thence N 46° 14' 57" E 437.17 feet; thence N 40° 50' 03" E 248.35 feet; thence N 46° 43' 58" E 424.02 feet; thence N 41° 48' 08" E 377.09 feet; thence S 36° 42' 00" E 257.72 feet to the Northerly boundary of Lakeshore Road; thence S 57° 48' 20" E 66.00 feet to the Southerly boundary of Lakeshore Road and the Point of Beginning and containing 41.84 acres, more or less and including all land the waters edge of Lake Superior, but expressly excluding the easement parcel described in paragraph 2 below; and

Whereas **LAKE SUPERIOR LAND COMPANY** desires to subject the "Property" (excepting the easement parcel) to the Covenants and Restrictions hereinafter set forth and to declare an easement on the easement parcel;

1. NOW THEREFORE, the property from and after the date hereof shall be subject to the following easements, covenants and restrictions:
 - A. No parcel or lot situated on or created within the "Property" shall be used for any purposes other than residence purposes. There shall not exist on any parcel or lot at any time any trailer, shack, mobile home, motor home, or camper unit for purposes of a residence, whether temporary or permanent. However, a trailer, motor home, or camper unit may be brought onto a lot on a temporary basis for no more than ten (10) days during a calendar month.
 - B. Each principal dwelling shall have a minimum of 1500 square feet of living space exclusive of basement area, decks, porches and garage.

- C. There shall be no clear cutting of trees or timber on the property. The owner may cut, thin or remove standing timber on the parcel provided; however, that no more than 50% of the live trees on the parcel as of the date of conveyance may be cut, thinned or removed.

The above shall be a covenant running with the land and shall be binding upon all land in and all persons now or hereafter owning land within the "Property" and shall remain in effect until January 1, 2018 unless sooner terminated by the written consent of the owners of not less than 15 parcels or lots within the "Property", such written consent to be filed with the Houghton County Register of Deeds.

If the owner, tenant, occupant or possessor of any parcel or lot within the property shall violate any of the restrictions herein set out, it shall be lawful for any other person owning land within the "Property" to institute proceedings at law or in equity against the person or persons violating such covenants and to obtain either injunctive relief preventing further violation or to recover damages for such violation; it being the intent of **LAKE SUPERIOR LAND COMPANY** to benefit hereby all other parcels or lots within the "Property" and the present or future owners thereof.

The above restrictions shall be applicable to only the "Property" herein described and shall not create nor shall it result in, either by expression or implication, any negative reciprocal easement or restriction on any other real estate now or hereafter owned by **LAKE SUPERIOR LAND COMPANY** not lying within the boundaries of the "Property" described herein.

2. Lake Superior Land Company subjects the following easement parcel ("easement parcel") to a non-exclusive easement for roadway and utility purposes. This easement shall be in effect until such time the roadway and easement parcel are deeded to and accepted by the Houghton County Road Commission at which time this easement shall become null and void. **LAKE SUPERIOR LAND COMPANY** expressly reserves the right to deed the described easement parcel to the Houghton County Road Commission notwithstanding this declaration of easement:

A parcel of land in Government Lots 1, 2 and 3 of Section 5, T56N-R33W, Calumet Township, Houghton County, Michigan and described as follows:

Commencing at the NE Corner of Section 5, T56N-R33W, thence along the North line of said Section 5, S 89° 53' 54" W 43.47 feet to the Southerly boundary of Lakeshore Road; thence along the Southerly boundary of Lakeshore Road S 46° 03' 30" W 1057.23 feet to a point of curve, concave to the left, having a radius of 1112.92 feet and a central angle of 13° 51' 50", and a chord of 268.64 feet bearing S 39° 07' 35" W; thence Southwesterly along said curve, a distance of 269.29 feet to the end of the curve, said point being the Point of Beginning; thence S 32° 11' 40" W 412.30 feet to a point of curve, concave to the to the right, having a radius of 1178.92 feet, a central angle of 13° 42' 29", and a chord of 281.39 feet bearing S 39° 02' 56" W; thence Southwesterly along said curve, a distance of 282.06 feet; thence S 45° 54' 11" W 1260.00 feet; thence S 44° 05' 49" E 17.00 feet; thence S 45° 54' 11" W 212.95 feet; thence S 47° 08' 41" W 785.87 feet; thence S 42° 51' 19" E 25.00 feet; thence S 47° 08' 41" W 510.00 feet to a point of curve, concave to the left, having a radius of 1070.92 feet and a central angle of 21° 38' 41", and a chord of 402.16 feet bearing S 36° 19' 21" W; thence Southwesterly along said curve, a distance of 404.56 feet; thence S 25° 30' 00" W 60.61 feet; thence N 42° 29' 40" W 134.82 feet to the Northerly boundary of Lakeshore Road; thence along the Northerly boundary of Lakeshore Road N 25° 30' 00" E 10.09 feet to a point of curve, concave to the right, having a radius of 1195.92 feet and a central angle of 21° 38' 41", and a chord of 449.10 feet bearing N 36° 19' 21" E; thence Northeasterly along said curve, a distance of 451.79 feet; thence N 47° 08' 41" E 310.00 feet; thence S 42° 51' 19" E 17.00 feet; thence N 47° 08' 41" E 984.97 feet; thence N 45° 54' 11" E 1472.05 feet to a point of curve, concave to the to the left, having a radius of 1112.92 feet, a central angle of 13° 42' 29", and a chord of 265.63 feet bearing N 39° 02' 56" E; thence Northeasterly along said curve, a distance of 266.27 feet; thence N 32° 11' 40" E 412.30 feet; thence S 57° 48' 20" E 66.00 feet to the Point of Beginning and containing 7.57 acres, more or less.

IN WITNESS WHEREOF, LAKE SUPERIOR LAND COMPANY has caused this Declaration of Covenants and Restrictions to be signed by Donald L. Schwandt, its President, and countersigned by James L. Gherna, its Assistant Secretary, and its corporate seal to be hereto affixed this 21st day of September, 1998.

LAKE SUPERIOR LAND COMPANY

By: [Signature]
Donald L. Schwandt
President

Countersigned:

[Signature]
James L. Gherna
Assistant Secretary

In the presence of:

[Signature]
Robin A. Kolehmainen
[Signature]
Trina L. Anderson

STATE OF MICHIGAN)
) ss.
COUNTY OF HOUGHTON)

Personally came before me this 21st day of September, 1998, Donald L. Schwandt, President and James L. Gherna, Assistant Secretary of the above named corporation, to me known to be such President and Assistant Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

[Signature]
Robin A. Kolehmainen, Notary Public
Houghton County, Michigan
My Commission Expires: 8/13/99

Prepared by: Paul J. Tomasi (P21494)
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