

REGISTER'S OFFICE } SS
County of Keweenaw } 19th
Received for Record, the
day of May A.D. 2004
at 10:50 o'clock 1A. M., and Recorded
in Liber I of Misc
on page 697-698.

Marilyn W. Wenzel
Register of Deeds

**CALUMET LAKESHORE
DECLARATION OF COVENANTS AND RESTRICTIONS**

Now comes LAKE SUPERIOR LAND COMPANY, a Delaware corporation of 56730 Calumet Avenue, Suite M, Calumet, MI 49913 (LSLC); being the owner of fee title to the following described parcel of real estate (the "Property"):

CALUMET LAKESHORE PARCELS 25-48

A parcel of land in Government Lot 1 of Section 5, T56N-R33W, Calumet Township, Houghton County and Fractional Section 32 and Government Lot 4 of Section 33, T57N-R33W, Allouez Township, Keweenaw 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 138.76 feet to the Northerly boundary of Lakeshore Road and the Point of Beginning; thence along the Northerly boundary of Lakeshore Road; S 46° 03' 30" W 988.50 feet to a point of curve, concave to the left, having a radius of 1178.92 feet and a central angle of 13° 51' 50", and a chord of 284.57 feet bearing S 39° 07' 35" W; thence Southwesterly along the Northerly boundary of Lakeshore Road and said curve, a distance of 285.26 feet; thence N 36° 42' 00" W 257.72 feet to the shore of Lake Superior; thence along the shore of Lake Superior the following ten courses; N 50° 10' 26" E 402.79 feet; thence N 38° 42' 44" E 498.44 feet; thence N 38° 02' 38" E 193.62 feet; thence N 54° 16' 36" E 444.37 feet; thence N 42° 19' 54" E 337.60 feet; thence N 32° 41' 15" E 355.18 feet; thence N 46° 44' 26" E 185.15 feet; thence N 51° 59' 35" E 383.34 feet; thence N 55° 26' 20" E 185.17 feet; thence N 49° 44' 09" E 204.61 feet; thence S 34° 42' 00" E 106.21 feet; thence N 55° 18' 00" E 56.95 feet; thence S 34° 59' 03" E 8.72 feet; thence S 55° 00' 57" W 140.00 feet; thence S 34° 59' 03" E 190.00 feet; thence S 55° 00' 57" W 145.66 feet to the boundary of Lakeshore Road and a point of curve, concave to the to the left, having a radius of 75.00 feet, a central angle of 164° 57' 08", and a chord of 148.71 feet bearing S 63° 48' 00" W; thence Southwesterly along said curve, a distance of 215.92 feet; thence along the Northerly boundary of Lakeshore Road S 45° 13' 18" W 1237.41 feet; thence along the Northerly boundary of Lakeshore Road S 46° 03' 30" W 272.00 feet to the Point of Beginning and containing 25.06 acres, more or less, including all land to the ordinary high water mark of Lake Superior.

Whereas LAKE SUPERIOR LAND COMPANY desires to subject the "Property" to the covenants and restrictions hereinafter set forth.

NOW THEREFORE, the property from and after the date hereof shall be subject to the following covenants and restrictions:

1. No parcel or lot situated on or created within the "Property" shall be used for any purposes other than a seasonal or year round residence. 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, 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.

2. Each principal dwelling shall have a minimum of 1500 square feet of living space exclusive of basement area, decks, porches and garage.
3. No clear cutting of trees or timber shall be permitted 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, 2023 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 Keweenaw County and 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.

IN WITNESS WHEREOF, LAKE SUPERIOR LAND COMPANY has caused this Declaration of Covenants and Restrictions to be signed by David E. Lieser, its Vice President and its corporate seal to be hereto affixed this 23rd day of July, 2003.

LAKE SUPERIOR LAND COMPANY


David E. Lieser
Vice President

STATE OF MAINE)
) ss.
COUNTY OF KENNEBEC)

Personally came before me this 23rd day of July, 2003, David E. Lieser, Vice President of the above name corporation, to me known to be such Vice President of said corporation and acknowledged that he executed the foregoing instrument as such officers as the deed of said corporation by its authority.


By JEANNE KANNEBIER
Kennebec County, Maine
My Commission Expires: 09.04.09