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**LAKE FOREST HIGHLANDS
SECOND AMENDED DEED RESTRICTIONS
AND PROTECTIVE COVENANTS**

The undersigned members of the Board of Directors of the Lake Forest Highlands Lot Owners Association ("LFHLOA") do hereby amend the Lake Forest Highlands Deed Restrictions and Protective Covenants as recorded in Liber 3053 pages 161 through 172, Washtenaw County Records, as amended by the Lake Forest Highlands First Amended Deed Restrictions and Protective Covenants Liber 4030 starting at page 257 and containing 7 pages, Washtenaw County Records, as herein set forth. Paragraph 7 of the Lake Forest Highlands First Amended Deed Restrictions and Protective Covenants is revoked and the amended Paragraph 7 as set forth below is substituted. This amendment is effective on the date set forth below, to replace the paragraph contained in the First Amended Deed Restrictions and Protective Covenants and to affect the property located within the Township of Pittsfield, County of Washtenaw, State of Michigan and more particularly described on Exhibit A, which is attached hereto. This action is taken pursuant to Paragraph 29 of the First Amended Restrictions and in response to approval by 66 percent of the lot owners. The First Amended Deed Restrictions and Protective Covenants are reaffirmed and remain in full force except for the specific change below.

7. BUILDING RESTRICTIONS.

(a) All structures to be erected on any lot in the subdivision shall be strictly subject to the requirements of this paragraph 7. Any change, alteration or replacement of an existing structure shall be subject to the restrictions set forth in this paragraph 7.

(b) All homes to be constructed in the subdivision shall include no less than 1,600 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.

(c) 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 Association hereunder. The Owner shall be responsible for the construction and maintenance of concrete sidewalks in accordance with the requirements of Pittsfield Township, pursuant to site plans as approved by the Township. The Owner shall be responsible for final grading of its lot and seed all front and side yards upon completion of Construction of a home thereon.

(d) All plans, elevations, exterior materials and colors to be used must be approved in writing by the Association and must be in harmony with the character of the subdivision. Only materials made from wood or wood-look products, stone or brick and on the LFH approved products list shall be permitted on the exterior. All siding shall have a wood grain texture. Horizontal siding must have a minimum 5-inch reveal. All trim must be wood. Roofs shall be covered with asphalt shingles or other suitable materials as approved.

(e) Uniform mailbox posts, as approved by the Association, shall be maintained by the lot Owner. Any newspaper receptacles must be attached to the post below the mailbox.

(f) During construction, landscaping or any work or usage of a lot Owner's property ("work"), any damage to the road, road shoulder and curbs, drainage systems or any common elements shall be repaired at the sole cost and expense of the lot Owner for whom work is being performed. If damage occurs, the Association shall give written notice to the lot Owner as to the extent of such damage. The lot Owner shall repair said damage within 30 days after receiving said notice. If repairs have not been completed within 30 days, then the Association may repair the damage and bill the lot Owner. If the costs are not paid within 30 days after the date of the 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. The Association shall be entitled to recover interest and costs, including attorneys' fees, in any proceeding to recover the amount owed from the lot Owner or to place or enforce a lien upon the subject lot.

(g) All construction approved by the Developer under the Original Restrictions shall be deemed approved hereunder.

(h) There shall be no dumping or placing of any material, landscaping, or structure in a common area without the express written consent of the Association. Any approved item placed in a common area shall become the property of the Association, provided, however, that the lot Owner, and any subsequent lot Owner, shall bear sole responsibility for its maintenance and upkeep.

IN WITNESS WHEREOF, the Lake Forest Highlands Board of Directors has executed this amendment on the 28th day of March 2002.

WITNESSES:

SIGNED:

1/10 A Dutton
Keith A. Dutton
Anna M. Dutton
anna m. Dutton

Kathie Mahn
Kathie Mahn
LFHLOA President
Dated: 3/28/2002

1/10 B Dutton
Keith A. Dutton
Anna M. Dutton
anna m. Dutton

James Hiner
James Hiner
LFHLOA Secretary
Dated: 3-28-02

1/10 C Dutton
Keith A. Dutton
Anna M. Dutton
anna m. Dutton

John Watt
John Watt
LFHLOA Vice President
Dated: 3-28-02

1/10 D Dutton
Keith A. Dutton
Anna M. Dutton
anna m. Dutton

Richard Mahn
Richard Mahn
LFHLOA Treasurer
Dated: 3/28/2002

STATE OF MICHIGAN)
)SS
COUNTY OF WASHTENAW)

The foregoing document was acknowledged before me this 28th day of March 2002, by Kathie Mahn, as President of the Lake Forest Highlands Lot Owners Association, Inc., a Michigan corporation.

KEITH A. DUTTON
Notary Public, Washtenaw Co., MI
My Commission Expires June 17, 2005

Keith A. Dutton
Notary Public, _____ County, Michigan
My commission expires: _____

STATE OF MICHIGAN)
)SS
COUNTY OF WASHTENAW)

The foregoing document was acknowledged before me this 28th day of March 2002, by James Hiner, as Secretary of the Lake Forest Highlands Lot Owners Association, Inc., a Michigan corporation.

KEITH A. DUTTON
Notary Public, Washtenaw Co., MI
My Commission Expires June 17, 2005

Keith A. Dutton
Notary Public, _____ County, Michigan
My commission expires: _____

STATE OF MICHIGAN)
)SS
COUNTY OF WASHTENAW)

The foregoing document was acknowledged before me this 28th day of March 2002, by John Watt, as Vice President of the Lake Forest Highlands Lot Owners Association, Inc., a Michigan corporation.

KEITH A. DUTTON
Notary Public, Washtenaw Co., MI
My Commission Expires June 17, 2005

Keith A. Dutton
Notary Public, _____ County, Michigan
My commission expires: _____

STATE OF MICHIGAN)
)SS
COUNTY OF WASHTENAW)

The foregoing document was acknowledged before me this 28th day of March 2002, by Richard Mahn, as Treasurer of the Lake Forest Highlands Lot Owners Association, Inc., a Michigan corporation.

KEITH A. DUTTON
Notary Public, Washtenaw Co., MI
My Commission Expires June 17, 2005

Keith A. Dutton
Notary Public, _____ County, Michigan
My commission expires: _____

This instrument drafted by:
Andrew M. Eggan (P 25257)
1349 South Huron Street
Ypsilanti, MI 48197

When recorded return to:
Andrew M. Eggan
1349 South Huron Street
Ypsilanti, MI 48197

EXHIBIT A

Total Boundary (rotated to Lake Forest No. 3 bearings for platting)
 That part of the SW 1/4 of Section 7, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan described as: Beginning at the S 1/4 corner of said Section 7; thence N88° 33'51" W 1344.20 feet along the S line of said Section 7 and the centerline of Ellsworth Road; thence N01° 14' 19" E2663.82 feet along the W line of the E 1/2 of said SW 1/4; thence S88° 44'21"E 701.21 feet along the E-W 1/4 line of said Section 7; thence S01° 19'39"W 655.59 feet; thence S88° 44'21"E 662.40 (rec. as 662.05) feet; thence S01° 45'45"W 2012.42 feet along the N-S 1/4 line of said Section 7 to The point of beginning; containing 73.00 acres more or less and subject to the rights of the public in Ellsworth Road. Now known as Lake Forest Highlands containing 105 lots numbered 1-75, and 110-139, inclusive and 8 private parks (Big Sky Park, Highlander Park #1, Highlander Park #2, Highlander Park #3, Highlander Park #4, Intersection Park, Northridge Park, and Vail Park).

Parcel Id. Nos.

Lot #	Parcel	Lot #	Parcel	Lot #	Parcel	Lot #	Parcel
1	L-12-07-301-001	31	L-12-07-303-031	61	L-12-07-307-061	125	L-12-07-312-125
2	L-12-07-301-002	32	L-12-07-303-032	62	L-12-07-307-062	126	L-12-07-313-126
3	L-12-07-301-003	33	L-12-07-303-033	63	L-12-07-307-063	127	L-12-07-313-127
4	L-12-07-301-004	34	L-12-07-303-034	64	L-12-07-307-064	128	L-12-07-313-128
5	L-12-07-301-005	35	L-12-07-303-035	65	L-12-07-308-065	129	L-12-07-313-129
6	L-12-07-302-006	36	L-12-07-303-036	66	L-12-07-308-066	130	L-12-07-313-130
7	L-12-07-302-007	37	L-12-07-303-037	67	L-12-07-308-067	131	L-12-07-313-131
8	L-12-07-302-008	38	L-12-07-303-038	68	L-12-07-308-068	132	L-12-07-313-132
9	L-12-07-302-009	39	L-12-07-303-039	69	L-12-07-308-069	133	L-12-07-313-133
10	L-12-07-302-010	40	L-12-07-303-040	70	L-12-07-308-070	134	L-12-07-313-134
11	L-12-07-302-011	41	L-12-07-303-041	71	L-12-07-308-071	135	L-12-07-313-135
12	L-12-07-302-012	42	L-12-07-303-042	72	L-12-07-308-072	136	L-12-07-313-136
13	L-12-07-304-013	43	L-12-07-303-043	73	L-12-07-308-073	137	L-12-07-313-137
14	L-12-07-304-014	44	L-12-07-303-044	74	L-12-07-308-074	138	L-12-07-313-138
15	L-12-07-304-015	45	L-12-07-303-045	75	L-12-07-308-075	139	L-12-07-313-139
16	L-12-07-304-016	46	L-12-07-303-046	110	L-12-07-312-110		
17	L-12-07-304-017	47	L-12-07-303-047	111	L-12-07-312-111		
18	L-12-07-304-018	48	L-12-07-303-048	112	L-12-07-312-112		COMMON AREAS
19	L-12-07-303-019	49	L-12-07-305-049	113	L-12-07-312-113	L-12-07-301-800	Big Sky Park
20	L-12-07-303-020	50	L-12-07-305-050	114	L-12-07-312-114	L-12-07-313-800	Highlander Park #1
21	L-12-07-303-021	51	L-12-07-305-051	115	L-12-07-312-115	L-12-07-312-800	Highlander Park #2
22	L-12-07-303-022	52	L-12-07-305-052	116	L-12-07-312-116	L-12-07-313-801	Highlander Park #3
23	L-12-07-303-023	53	L-12-07-305-053	117	L-12-07-312-117	L-12-07-313-802	Highlander Park #4
24	L-12-07-303-024	54	L-12-07-305-054	118	L-12-07-312-118	L-12-07-304-800	Intersection Park
25	L-12-07-303-025	55	L-12-07-305-055	119	L-12-07-312-119	L-12-07-308-800	Northridge Park
26	L-12-07-303-026	56	L-12-07-306-056	120	L-12-07-312-120	L-12-07-303-800	Vail Park
27	L-12-07-303-027	57	L-12-07-306-057	121	L-12-07-312-121		
28	L-12-07-303-028	58	L-12-07-306-058	122	L-12-07-312-122		
29	L-12-07-303-029	59	L-12-07-306-059	123	L-12-07-312-123		
30	L-12-07-303-030	60	L-12-07-306-060	124	L-12-07-312-124		