SUPPLEMENTAL DECLARATION OF EASEMENTS, RESERVATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PLAT(S) OF SANDSTONE POINT

This Supplemental Declaration of Easements, Reservations, Covenants, Conditions and Restrictions (the "Supplemental Declaration") is made on the date hereinafter set forth by the McKeough Land Company, Inc., an Illinois corporation, of 229 Washington Avenue, Grand Haven, MI 49417, hereinafter referred to as the "Developer."

WITNESSETH

WHEREAS, Developer has recorded a Declaration of Easements, Reservations, Covenants, Conditions and Restrictions for the Plat of Sandstone Point (the "Declaration") recorded in Book 310, Pages 664 – 679, which subjected the Plat of Sandstone Point (recorded at Plat Cabinet B, Slide 102 and 103) to such Declaration;

WHEREAS, according to Section 17, Article 17.1 in the Declaration, the Developer, so long as it owns any Lot in the Development or any lands adjacent thereto, hereby reserves the right to amend the Declaration without the consent of the Lot Owners for any purpose, if the amendment does not materially alter or change the rights of a Lot Owner;

WHEREAS, In addition to Phase 1 of the Development (Lots 1 - 83), the Developer has now divided Phase 2 of the Development into Lots identified by the numbers "84 - 125", each of which is individually referred to as a "Lot" and which are collectively referred to herein as the "Lots";

WHEREAS, Developer has recorded Phase 2 of Sandstone Point (recorded at Plat Cabinet B, Slide 139);

WHEREAS, to accomplish the foregoing, the Developer desires to impose on Phase 1, Phase 2 and any future phases, the Declaration and certain supplemental building and use restrictions, easements, reservations, covenants and conditions, as herein contained, upon and for the benefit of said Lots and the Development as a whole;

NOW, THEREFORE, the Developer hereby declares and provides that the Development, including Phase 1, Phase 2 and any future phases, is hereby additionally subjected to the following supplemental easements, reservations, covenants, conditions and restrictions:

Article 4, Section 4.9 in the Declaration is hereby amended to read:
Unless otherwise restricted by applicable zoning laws or other governmental regulations, if any, camping, including the use of recreational camping vehicles, is permitted on a Lot for not more than 14 consecutive days nor more than 50 cumulative days in any calendar year.

This restriction will be in effect until 25 homes are built in the Development, after which date no camping on a Lot is permitted. Camping on lands designated by the Developer as future Phases of the Development is prohibited until such time as the Developer has promulgated restrictions governing any such future phases, and any such restrictions shall be substantially similar to the restrictions promulgated for all phases of the Development. When not in use upon a Lot for camping purposes, all camping vehicles and tents shall be removed from the Lot upon departure and, furthermore, all rubbish and debris associated with camping activities shall be removed from the Lot upon departure. At such time as a dwelling has been constructed upon a Lot, the forgoing restrictions regulating camping on a Lot shall not be construed to regulate the typical "backyard camping" activity of children. Camping is prohibited on the Common Lands.

Article 5, Section 5.1 in the Declaration is hereby amended to read:
The Developer has provided a location for a pavilion between Lot 97 and Lot 98 for the exclusive use of Lot Owners and their guests. No activity which is in violation of any law, ordinance, statute, or governmental regulation shall be conducted in the Pavilion Area, nor shall anything be done which may be or become an annoyance or nuisance to the other Lot Owners in the Development.

In Article 5, the paragraph referencing LAKE ACCESS AREA in the Declaration is hereby deleted in its entirety.

Article 6 - LAKE ACCESS-RELATED FACILITIES in the Declaration is hereby deleted in its entirety.

Article 10, Section 10.6 in the Declaration is hereby amended to read:
Silt fencing, and/or other approved soil erosion devices and/or measures, shall be installed and/or in-place in appropriate areas prior to site excavation, driveway construction, landscaping activity and where exposed soil may be subject to runoff and erosion. Said silt fencing, and/or other approved devices and/or measures, shall be maintained until the landscaping necessary to prevent erosion of soil is completed. It is the sole responsibility of each Lot Owner to comply with all regulating bodies and obtain and comply with any such permits required prior to any earth disturbance on their Lot.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed this 22nd day of October, 2007.

McKEOUGH LAND COMPANY, INC.

By: _____
Scott C. Harestad
General Manager

STATE OF TENNESSEE)
}
COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared Scott C. Harestad, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged himself, upon oath to be the General Manager of McKEOUGH LAND COMPANY, INC., an Illinois corporation, and that he as such General Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained and expressed, by signing the name of the said corporation as such General Manager.

WITNESS my hand and official seal at office in said County this 22nd day of October, 2007.

_____
NOTARY PUBLIC

My commission expires: 6-7-08

PREPARED BY AND RETURN TO:

McKeough Land Company, Inc.
10710 Murdock Road Suite #101
Knoxville, TN 37922
(865) 584-0005

FILED FOR RECORD
2008 MAY 28 PM 12 47
ATTEST MELISSA TURPIN
WAYNE COUNTY CLERK

State of Kentucky, County of Wayne
I, Melissa Turpin, Clerk of Wayne County, certify that on the 28 day of May 20 08 at 12:47 AM/PM the foregoing Declaration was produced to me certified as above and lodged for record. Whereupon I have recorded the same, together with this certificate, this 29 day of May 20 08 in Book Deed No 328 Page 166
Attest: Melissa Turpin By: _____ D.C.