

QUIT - CLAIM DEED

BOOK 395 PAGE 625

THIS INDENTURE, made November 4, 1965, WITNESSETH, that LAKE DIANE, INC., of the Township of Amboy, County of Hillsdale, State of Michigan, a corporation organized and existing under and by virtue of the laws of the State of Michigan, for the sum of one dollar and other good and valuable consideration, Conveys and Quit-Claims to LAKE DIANE, INC., a Michigan Corporation, whose address is Route 2, Camden, Michigan, the following described lands and premises situated in the Township of Amboy, County of Hillsdale, and State of Michigan, viz:

Lots 1 through 145 inclusive, and 4 out-lots A, B, C, and D, of Lake Diane, being a sub-division of part of the west 1/2 of Section 3, Town 9 South, Range 3 West, Amboy Township, as recorded in Liber 7 of Plats, pages 39, 40, 41 and 42, SUBJECT to the following restrictions:

1. **USE**
Any structure erected shall be a private residence for use by the owner or occupant. No part of said premises shall be used for commercial or manufacturing purposes.
2. **TEMPORARY STRUCTURES**
No trailer or temporary structure shall be used or stored within the subdivision.
3. **TYPE, SIZE AND CONSTRUCTION**
 - (1) Any dwelling erected, placed or altered on any lot in this subdivision shall have a minimum enclosed living area of 720 sq. ft. above grade on ground floor. Except lots 18 through 31 and 112 through 135 of Lake Diane subdivision shall have a minimum enclosed living area of 900 sq. ft. above grade.
 - (2) No dwelling shall be erected in excess of 2 stories above grade. The side which faces the lake shall be considered to be the front of any dwelling erected in this subdivision.
 - (3) All construction materials must be new.
 - (4) All residences must have private inside bathroom facilities.
 - (5) All structures shall be completed on the exterior within six (6) months from start of construction including two (2) coats of paint or varnish on any exterior wood surfaces.
 - (6) Exterior walls must be finished with approved siding materials or if concrete block is to be used as an exterior surface, it must be painted with two (2) coats of masonry paint.
 - (7) Any garage erected must conform in appearance to the residence structure on same lot and must be approved by Building Control Committee.
 - (8) All septic tanks or other devices for the sanitary disposal of waste shall be installed in compliance with Building Control Committee regulations or designated authority. A grid map of the lot showing location of well and septic tank is to be sent to the Building Control Committee or other designated authority.
 - (9) No unsightly receptacle for the storage or disposal of garbage or trash shall be placed on any lot in the development.
4. **SETBACK**
Any structure erected must be set back not less than 25 ft. from the front lot line and not less than 15 ft. from any side street lot line. Side line setbacks shall not be less than 5'
5. **SIGNS**
No for sale sign or advertising device of any kind shall be erected on any lot except on a new house previously unoccupied which is offered by the developer or builder.
6. **MAINTENANCE FUND**
In order to maintain and improve the Lake Diane area, commencing October 1, 1965 and on October 1 of each year thereafter the Purchaser of each lot (or title holder, if title has been conveyed) shall pay \$20.00 to Lake Diane Incorporated, its designated successors or assigns, such funds to be used for maintenance and improvement of the Lake Diane area and administrative costs incidental to the management of such account. Annual payments shall be a lien on each lot and must be paid by November 15 of each year may be described in an affidavit recorded with the Register of Deeds, and this lien may be enforced by the mortgagee by foreclosure, by advertisement or in Circuit Court.
7. **EASEMENTS**
Easements for the installation and maintenance of public utilities or drainage facilities are reserved along and within 6 ft. of all rear, front and side lotlines in this subdivision. Such easements are hereby reserved to enter upon the premises if necessary to construct, operate and maintain any other public improvement, pipes, poles, wires, etc., whether under or above ground.
It shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within the 6 foot easement.
If an owner of two adjoining lots erect a building in the center of the two lots so that the building sets on the common lot line, the sideline restriction mentioned herein shall automatically be inoperative as to the line upon which the building is erected.
8. **VARIANCES**
The purpose of these restrictions is to insure the use of the entire plat for attractive residential purposes, to prevent nuisances, to prevent imperilment of the attractiveness of the property, to maintain the desirability of the community and thereby to secure each property owner the full benefits and enjoyments of his home with no greater restrictions upon the free and undisturbed use of his property than are necessary to insure the same advantages to other owners.
Any reasonable change, modification or addition to the within restrictions shall be considered by Lake Diane Incorporated, and if so approved they will then be submitted in writing to the abutting lot owners, and if so consented to in writing, shall be recorded and when recorded shall be binding as the original restrictions.
9. **INVALIDATION**
These covenants shall run with the land and shall be binding on all parties claiming under them for a period of 20 years and shall be extended for successive periods of ten years unless and prior to the expiration of any such ten year period, an instrument signed by the owners of record of a majority of lots in the subdivision has been recorded changing or modifying said covenants in whole or in part.
Invalidation of any one of these covenants by judgment or decree shall in no way effect any of the other provisions hereof which shall remain in full force and effect.
10. **ANIMALS**
No animals other than domestic house pets under leash or other control will be allowed to be housed or otherwise maintained on the lands included within said subdivision.
11. **BOATS AND MOTORS**
In canals the speed limit shall be a maximum of, 4 miles per hour. No water skiing permitted before 9:00 a.m. or after 7:00 p.m.
12. **PRIVATE**
Lake Diane is designated as a private lake and as such the right to usage and control remain with Lake Diane Incorporated, its successors or assigns. In order to control the use of Lake Diane and thereby benefit all residents of the lands around the lake the waters of Lake Diane and the lands normally flowed and covered by the lake at its highest level shall be owned by Lake Diane Incorporated, its successors and assigns. Lots which abut or border on the waters of the lake shall not include any riparian rights in and to said waters or to the lands below said waters.
13. **DOCKS**
No dock or other structure may be erected within the waters of Lake Diane without approval of Lake Diane Incorporated, its successors or assigns.
14. **BUILDING CONTROL COMMITTEE**
The Building Control Committee shall consist of three (3) members appointed by the Lake Diane Incorporated. The committee may designate one of its members to act in its behalf. In the event of the resignation or death of any member, the remaining members shall appoint a replacement.
The Building Control Committee shall approve plans and specifications for all structures erected in this subdivision. The committee may reject any plan because of too great a similarity to nearby existing structures, or because, in the opinion of the committee the building is improperly placed on the lot.

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Official Copy

15. The water level of Lake Diane has been determined by the Circuit Court of Hillsdale County, Michigan, to be 950 feet above sea level, as disclosed in Order of Circuit Court of Hillsdale County, recorded in Liber 392, page 628. A Special Assessment District was also approved for further maintenance expenses of the Lake Level, by this Order. Minor departure from said water level is permitted by said Court Order.

Signed in Presence of:

LAKE DIANE, INC.

Alicia G. Laser
Alicia G. Laser

by Floren Klopfenstein
Floren Klopfenstein, President

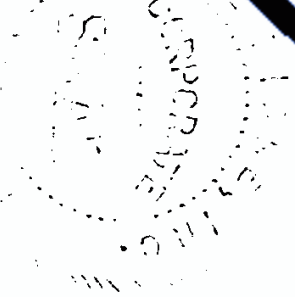
William MacRitchie
William MacRitchie

STATE OF MICHIGAN)

: ss

County of Hillsdale)

On this 4th day of November, 1965, before me, a Notary Public, in and for said County, appeared Floren Klopfenstein, to me personally known, who, being by my duly sworn, did say that he is the President of the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its board of directors and said Floren Klopfenstein, acknowledged said instrument to be the free act and deed of said corporation.



Alicia G. Laser
Alicia G. Laser - Notary Public
Hillsdale County, Michigan
My Commission Expires:
November 18, 1968

Prepared by:

William MacRitchie
Attorney at Law
10 Budlong Street
Hillsdale, Michigan