

AGREEMENT

This Agreement made and entered into the dates hereinafter noted, for and in consideration of the mutual covenants and promises contained herein, by and between the following individuals owning property in the Township of Amboy, County of Hillsdale and State of Michigan on land in the East 1/2 of Section 4, Town 9 South, Range 3 West;

WITNESSETH:

Whereas all of the following individuals own property hereinafter described in the East 1/2 of Section 4, Town 9 South, Range 3 West, Amboy Township, Hillsdale County, Michigan, viz: all in accordance with the attached exhibit, marked Exhibit A, attached hereto and made a part hereof by specific reference, and

Whereas, as owners of said property said individuals have the right to express what restrictions should be placed upon such property governing its use; and

Whereas, certain restrictions were recorded with respect to the Southeast 1/2 of Section 4, T9S, R3W, Amboy Township, Hillsdale County, Michigan in the office of the Register of Deeds for Hillsdale County in Liber 517, Page 818 which were intended to deal with a parcel of property being developed around Lake Diane; and

Whereas, by virtue of a mistake, item 14 indicated that enforcement of the restrictions should be by proceedings instituted by the owner of any parcel of land in the entire Southeast 1/2 when in fact it was intended that the enforcement of the restrictions would be by proceedings instituted only by the owners of Tracts A through M, both inclusive, in the East 1/2 of Section 4, T9 S, R3W; and

Whereas, there was an effort made to correct this error and to further exclude premises described as K & L from said restriction by virtue of restrictions recorded on 4/20/84 in Liber 518, Page 603, Hillsdale County Register of Deeds office; and

Whereas, it is apparent from the examination of said most recent recording that the owners of record who had an interest in the enforcement of said restrictions according to the first recording were not signatories to the agreement; and

Whereas, the parties who have no interest in parcels A through M, both inclusive, have no desire to enforce restrictions concerning said parcels; and,

Whereas, the owners of parcels other than A through M, both inclusive, have no objection to not including parcels K, L & M in new restrictions; and

Whereas, the owners of Parcels A through M, both inclusive have no disagreement with the fact that the previous restrictions

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1990 Paul White
1651 Montgomery Rd.
Cincinnati, OH 45220

as recorded should not be applicable to parcels K, L & M; and

Whereas, the parties hereto, the owners of parcels A through M, both inclusive, desire to reacknowledge, reaffirm and correct the restrictions as they were originally intended to apply to parcels A through J, both inclusive; and

Whereas, the parties hereto, who are the owners of parcels other than A - M, both inclusive, desire to release and discharge any right which they may have to enforce any of the restrictions arising because of any previous recording of said restrictions;

NOW, THEREFORE, IT IS AGREED as follows: The owners of parcels located in the Southeast 1/4 of Section 4, T9S R3W, Amboy Township, Hillsdale County, Michigan, exclusive of parcels A through M, both inclusive, do by these presents forever release and discharge any right which they may have as a result of restriction #14 contained in the restrictions recorded in Deed 518, Page 819, Hillsdale County Register of Deeds office, and declare said restrictions null and void insofar as they are concerned; further the owners of Parcels A through M, both inclusive do, by these presents, acknowledge that parcels K, L & M shall not be included in the restrictions as previously recorded and do hereby declare that all previous restrictions respecting Parcels A through M, both inclusive, are null and void and that the following restrictions shall apply to Parcels A through J, specifically and not to Parcels K, L, & M, all in accordance with Exhibit 2 attached hereto and made a part hereof by specific reference.

This document is being executed to straighten out the previous mistakes made with respect to the restrictions intended to apply to parcels A through J exclusive of K, L, & M and the right to enforce the same. This Agreement shall be binding on the heirs, administrators, executors and assigns of the parties hereto.

#1 (Trust)
Dated: July 23, 1984

Robert L. Hartman
ROBERT L. HARTMAN
Murieta Sue Hartman
MURIELA SUE HARTMAN

Witness

Subscribed and sworn to before me this 23 day of July, 1984.

Witness Delbert White
Beverly Ann Warner
Notary Public
Hillsdale County, Michigan
My commission expires: 6/21/87

Dan Hickman

#2 (Tract H & I)

Dated: July 26, 1984

Harold J. Johnson
HAROLD J. JOHNSON

Sharon L. Johnson
SHARON L. JOHNSON

Subscribed and sworn to before me July 26, 1984.

Beverly G. Warner
Witness Delbert White

Beverly Ann Warner
Notary Public
Hillsdale County, Michigan
My commission expires: June 23, 1987

#3 (Tract B)

Dated: July 25, 1984

Kenneth E. Gull
KENNETH E. GULL

Subscribed and sworn to before me July 25, 1984.

Beverly G. Warner
Witness Delbert White

Beverly Ann Warner
Notary Public
Hillsdale County, Michigan
My commission expires: June 23, 1987

#4

Dated: _____, 1984

Elwood A. Voller
ELWOOD A. VOLLER

Bethavery V. Voller
BETHAVERY V. VOLLER

Subscribed and sworn to before me _____, 1984.

Notary Public

County, _____
My commission expires: _____

#

Dated: July 14, 1984

Eloise Stark
ELOISE STARK

Subscribed and sworn to before me July 14, 1984.

Beverly G. Warner
Witness Delbert White

Beverly Ann Warner
Notary Public
Hillsdale County, Michigan
My commission expires: 6/23/87

#6 (Unrecorded land contract)

Dated: July 26th, 1984

Donald Lawless
DONALD LAWLESS

Subscribed and sworn to before me 7/26/84, 1984

Witness Dwight White

Theresa M. Ginty
Notary Public

Theresa M. Ginty
Notary Public, Wayne County, MI
My Commission Expires Dec. 13, 1988

Wayne County, MI
My commission expires: 12-13-1988

#7 (Liber 428, page 274)

Dated: July 14, 1984

Richard Brown
RICHARD BROWN

Dora Brown
DORA BROWN

Subscribed and sworn to before me July 14, 1984.

Witness Beverly A. Warner Beverly Ann Warner
Notary Public

Walter White
Hillsdale County, Michigan
My commission expires 6/22/87

#8 (Liber 504, page 952)

Dated: July 14, 1984

Orville Hickman
ORVILLE HICKMAN

Mertice Hickman
MERTICE HICKMAN

Subscribed and sworn to before me July 14, 1984

Witness Beverly A. Warner Beverly Ann Warner
Notary Public

Walter White
Hillsdale County, Michigan
My commission expires: 6/22/87

#9

Dated: 7/14, 1984

Gerald Crites
GERALD CRITES

Doris Crites
DORIS CRITES

Subscribed and sworn to before me July 14, 1984

Witness Beverly A. Warner Beverly Ann Warner
Notary Public

Walter White
Hillsdale County, Michigan
My commission expires 6/22/87

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#10

Dated: July 14, 1984

Harley Carter, Jr.
HARLEY CARTER, JR.
Lyn M. Carter
LYN M. CARTER

Subscribed and sworn to before me July 14, 1984.

Witness Beverly A. Warner Beverly Ann Warner
Notary Public
Hillsdale County, Michigan
My commission expires: 6/22/87
Robert White

#11

Dated: July 14, 1984

Evelyn [Signature]
EVELYN [Signature]

Subscribed and sworn to before me July 14, 1984.

Witness Beverly A. Warner Beverly Ann Warner
Notary Public
Hillsdale County, Michigan
My commission expires: 6/22/87
Robert White

#12 (Unrecorded land contract)

Dated: 7/22/84, 1984

Ricky Len Hartman
RICKY LEN HARTMAN
Rose Marie Hartman
ROSE MARIE HARTMAN

Witness Beverly A. Warner
Robert White

Subscribed and sworn to before me July 23, 1984.

Beverly Ann Warner
NOTARY PUBLIC
Hillsdale County, Michigan
My commission expires: 6/22/87

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Exhibit 1

LIBER 521 PAGE 359

FROM: French Abstract and Title Co., 6 S. Howell St., Hillsdale, Mi. 49242

TO: James Parker, Attorney
Crites, Carter & Cook

Search No. 1391

Dated: June 27, 1984

Re: Agreement to Restrictions on land in the East 1/2 of the Section 4, Town 9 South, Range 3 West, Amboy Township, Hillsdale County, Michigan.

The names and address of all owners are as follows:

Tract "F" 1. Robert L. & Murieta Sue Hartman
9565 Maumee Western
Monclova, Ohio 43542

Tract "H&I" 2. Harold J. & Sharon L. Johnson
7481 Geiger Road
Temperance, Mi. 48182

Tract "B" 3. Kenneth E. Gould
24248 Haskell #10
Taylor, Mi. 48180

4. Elwood A. and Bethavery V. Voller
538 Homer Rd.
Concord, Mi. 49277

Liber 514 p 72 5. Eloise Stark
Rt. 3,
Montpelier, Ohio 43543

unrecorded land contract 6. Donald L. ...
4656 27th Street
Wyondora, Mi. 48192

Liber 428 p 274 7. Richard and Dora Brown
614 Cooper Road
Reading, Mi. 49274

Liber 504 p 952 8. ...ville & Mertice Hickman
14740 Carpenter Rd.
Camden, Mi. 49232

All Land Except the above 9. Gerald Crites & Doris Crites.
407 S. Main Street
Camden, Mi. 49232

All Land Except the above 10. Harley Carter, Jr. and Lyn M. Carter
920 W. Territorial
Montgomery, Mi. 49255

All land Except the above 11. Evelyn Cook
7651 Montgomery Road
Camden, Mi. 49232

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By C. M. ...
Abstractor

Exhibit 2

RESTRICTIONS

East half of Section 4

LIBER 521 PAGE 360

Town 9 South, Range 3 West

Amboy Township

1. No dwelling shall be erected or placed on this parcel which dwelling has a ground floor area of the main structure exclusive of 1-story open porches, garages, patios, basements and carports of less than 960 sq. feet in the case of a 1-story structure nor less than 720 sq. ft. in the case of a 1½-story structure nor less than 624 sq. ft. in the case of a 2-story structure.
2. No mobile homes in excess of 8 ft. x 40 ft. shall be allowed on said property, for living purposes, storage or otherwise.
3. A travel trailer or motor home not in excess of 8 ft. x 40 ft. may be occupied on the premises during the summer months of the four years following purchase only.
4. No unlicensed vehicles (motorized or not) shall be allowed on the premises.
5. All building plans must be approved in advance at the start of construction by a Building Committee consisting of Harley Carter, Jr., Gerald Crites and Delbert White, or their appointees and successors, until June 1, 1993. After that date, no such advance approval shall be necessary.
6. No garbage or trash shall be allowed to accumulate on the premises.
7. Farm animals shall not be permitted within 300 ft. of lake front.
8. The portion of the parcel lying from lake front 300 ft. back shall be mowed at least once in June, in July, and in August of each year.
9. No commercial, manufacturing, professional or business activities of any kind shall be permitted on the portion of the parcel lying 300 ft. from lake front.
10. No parking of vehicles or storage of any kind shall be permitted on the right-of-way easement.

(CONTINUED ON NEXT PAGE)

11. No building shall be constructed closer than 50 ft. from the lake front or closer than 25 ft. from any other boundary line.
12. All structures shall be completed on the exterior within 12 months of the start of constructions, including two coats of paint or varnish on all exterior wood surfaces.
13. These restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until July 1, 1993, after which time they shall be automatically extended for successive 10-year periods unless an instrument signed by the then owners of a majority of parcels in the southeast quarter of Section 4, Town 9 South, Range 3 West, has been recorded agreeing to change said restrictions in whole or in part.
14. Enforcement of these restrictions shall be by proceedings instituted by the owner of any of Tracts A through M in the east half of Section 4, Town 9 South, Range 3 West.
15. Invalidation of any one of these restrictions by judgment or Court order shall in no wise effect any of the other provisions which shall remain in full force and effect.
16. Under no circumstances shall these restrictions be construed to apply to lands in the Southeast quarter of Section 4, Town 9 South, Range 3 West, known as Tract No. M containing 10.05 acres or to Tract No. L containing 10.051 acres or to Tract No. K containing 10.05 acres.

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RECORDED
HILLSDALE CO. MICH.

1984 AUG 17 PM 2:53

Judy VanZandt
REG. OF DEEDS