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Melissa DeVaugh
REGISTER OF DEEDS
LAPEER COUNTY, MICHIGAN**CONDITIONAL DEED RESTRICTIONS**

Know all persons that Rex S. Curtiss, Jr., as Trustee of the Rex S. Curtiss, Jr. Revocable Trust Agreement dated April 10, 1992, the undersigned (hereafter referred to as "Developer"), of 4928 Curtiss Drive, Lapeer, Michigan 48446 for the benefit of the Developer and for the benefit of all his assignees and grantees and for the benefit of the owners of the property described in Exhibit 1 attached hereto and their successors and assigns (hereafter the latter owners and their successors and assigns being referred to collectively as the "Lake Nepessing Bluffs owners") and such other persons hereafter identified do hereby, by the recording hereof in the office of the Lapeer County Register of Deeds, decree and establish the following restrictions, upon the future use of lots as hereinafter set forth.

The restrictions (hereafter these "restrictions" on this Agreement) shall be binding upon the undersigned and upon all persons acquiring title to any said lots through the undersigned, their assignees and grantees and upon their legal representatives, successors and assigns. Subject to the provisions of Section II - C-2 and Section III, the benefit of these restrictions shall inure to the Lake Nepessing Bluffs owners and to the owners (and their successors, assigns and legal representatives) of the land covered by these restrictions, which is located in the Township of Elba, County of Lapeer, Michigan, being more specifically described as follows (hereinafter the latter land and not the Lake Nepessing Bluffs property being referred to as "the Development"):

See legal description attached hereto as Exhibit 3

33

I. PREFACE:

1. The Developer is currently developing the property described in Exhibits 1 and 2 attached hereto (hereafter the "Lake Nepessing Bluffs property").

2. To demonstrate the good faith of the Developer and to assist in persuading the Elba Township officials to provide all necessary Township approvals necessary to implement the development envisioned by Flint Surveying print (job # 18895, the May 6, 1999 edition), including but limited to governmental approvals for all the property splits, two private roads (Longview Drive and Jordan Court) drainage, utility and bike path easements, Developer agreed that if Elba Township provided all necessary Township approvals for the Lake Nepessing Bluffs development that the Developer would agree to place certain deed restrictions upon the property described in Exhibit 3, attached hereto, as long as Elba Township would provide all necessary governmental approvals for a residential development to be proposed by the Developer or his successor in interest for the property described in Exhibit 3 attached hereto with the agreement by the Developer that such development would have minimum parcel sizes of no less than five (5) acres in size.

II LAND USE RESTRICTIONS AND CONDITIONS:**A. The Restrictions:**

Upon the occurrence in full of both conditions set forth in Section II - B below, the following perpetual deed restriction shall be forever established upon the property described in Exhibit 3, attached hereto (hereafter the Restricted Property):

1. The Restricted Property may not be split or subdivided into parcels of less than five (5) acres in size; and
2. No mobile home park nor any pre-manufactured home park shall be constructed on the Restricted Property.

B. The Conditions:

The restrictions set forth in Section II - A above shall not become binding nor restrict any development of the Restricted Property until such time as both of the following conditions have occurred:

1. All necessary governmental approvals required for the development of the Lake Nepessing Bluffs development in the manner set forth in Flint Surveying print (job # 18895, the May 6, 1999 edition) ("the Print") shall have been granted by all Elba Township boards or commissions (or agents thereof such as Construction Code Authority), including but limited to approval of all property splits and all approvals necessary for all private roads and sidewalks on the Print - including but not limited to post-construction approval and approval of the Building and Use Restrictions and the Lake Nepessing Bluffs Private Road, Sidewalk, Utility and Drainage Maintenance Agreement for the Lake Nepessing Bluffs development, approval of the Township's engineer and Engineering Review Board, approval of the Township attorney and any approvals required by Construction Code Authority;
2. Granting of all necessary Township approvals required for a residential development to be proposed by the Developer or its successor in interest for the Restricted Property (such residential development which must, at minimum, have minimum lot sizes of no less than five (5) acres in size and not allow further subdivision of lots less than five (5) acres in size and not be a mobile home or manufactured home park), including but not limited to all necessary governmental approvals required by all Elba Township boards or commissions (or agents thereof such as Construction Code Authority), including but limited to approval of all property splits and all approvals

necessary for all private roads - including but not limited to post-construction approval and approval of any building and use restrictions and private road, sidewalk, utility and drainage maintenance agreement for the development, approval of the Township's engineer and Engineering Review Board, approval of the Township attorney, any approvals required by Construction Code Authority and any other Township approvals necessary for the development to be completed as proposed by the Developer or his successor in interest;

C. Documentation of Removal of Conditions:

1. Developer shall operate in good faith to execute and tender to the Elba Township Board for recording with the Lapeer County Register of Deeds the document entitled "Certification of Removal of Conditions" (in the form of the document attached hereto as Exhibit 4) upon the acquisition of all governmental approvals described in Section B-1 and B-2 above. The undersigned agrees that injunctive relief is appropriate to compel enforcement of the first sentence of Section C-1 if all governmental approvals described in Section B-1 and B-2 have been acquired. Upon recording of the Certificate of Removal of Conditions these restrictions shall become perpetual and may not be amended except pursuant to Article III below.

2. In the event that any of the governmental approvals described in Section B-1 and B-2 is denied or not given, Developer or its successor is authorized to execute and record a "Certificate of Inability to Obtain Governmental Approval" (in the form of the document attached hereto as Exhibit 5) and upon such recording these restrictions shall be null and void and of no effect. The Elba Township Board of Lapeer County, Michigan shall be the sole person or entity authorized by these restrictions to challenge the validity of the Certificate of Inability to Obtain Governmental Approval" in a court of competent restrictions and it must file suit within thirty (30) days after the

Township Clerk has been served by the Developer or its successor with a recorded copy of an executed Certificate of Inability to Obtain Governmental Approval. If the Developer or its successor shall attach to the Certificate of Inability to Obtain Governmental Approval recorded with the Register of Deeds and served upon the Township Clerk a copy of minutes of an Elba Township governmental entity or a written denial from an agent of Elba Township reflecting a denial of any of the governmental approvals required by Section B-1 and B-2 above, then this shall constitute conclusive proof of the validity of the recording of the Certificate of Inability to Obtain Governmental Approval and the validity of the voiding of these restrictions.

III. AMENDMENT:

Prior to the fulfillment of both conditions in Sections B-1 and B-2 above this Agreement may not be amended except by written agreement of the Developer or his successor and the Elba Township Board except this shall not prevent the filing of the Certificate of Removal of Conditions or Certificate of Inability to Obtain Governmental Approval, pursuant to Section C above. Subsequent to the fulfillment of both conditions in Sections B-1 and B-2 above and the recording thereof, these restrictions shall not and may not be amended except by approval of ninety percent (90%) (as determined by land area) of the Lake Nepessing Bluffs Owners and ninety percent (90%) (as determined by land area) of the owners of the property described in Exhibit 3.

IV. MISCELLANEOUS:

A. Covenants Run with Land:

These restrictions shall constitute covenants running with the Restricted Property and any other property being benefitted by the restrictions and specifically identified in these Restrictions.

B. Severability:

If any section, paragraph, clause or phrase of this Agreement is for any reason held invalid

by a court of competent jurisdiction, it is the intent of the undersigned that such decision should not affect the validity of the remaining provisions of the Agreement, which shall be enforced as if the invalid provision did not exist.

In witness whereof, the parties hereto have set their hands and seals this 16th day of

November, 1999.

Vickie G. Alexander
Vickie G. Alexander

Developer: Rex S. Curtiss, Jr. as trustee of the
Rex S. Curtiss, Jr. Revocable Trust
Agreement dated April 10, 1992

Timothy W. Denney
Timothy W. Denney

By: Rex S. Curtiss, Jr.
Rex S. Curtiss, Jr., Trustee

State of Michigan)
) ss
County of Lapeer)

On this 16th day of November, 1999, before me personally appeared Rex S. Curtiss, Jr. as Trustee of the Rex S. Curtiss, Jr. Revocable Trust Agreement dated April 10, 1992 to me known to be the persons described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Alisha M. Mayer
Alisha M. Mayer, Notary Public
Lapeer County, Michigan
Commission expires: 3/30/2003

Drafted By and Return To:

RICKARD, DENNEY & ASSOC.
Timothy W. Denney
350 North Court Street, Ste. 202
Lapeer, Michigan 48446
(810) 664-0750
11/03/99

EXHIBIT 1

Part of the South ½ of Section 15 and part of the Northwest ¼ of Section 14, T7N-R9E, Elba Township, Lapeer County, Michigan, described as: Beginning at the East ¼ corner of Section 15; thence N 01°23'04" W, 751.79 feet; thence N 60°50'21" E, 74.48 feet; thence N 34°41'00" W, 120.03 feet; thence N 01°23'04" W, 10.77 feet; thence on a non tangent curve to the left, with a radius of 167.00 feet and a delta angle of 62°09'19" and a chord bearing and distance of S 37°37'36" W, 172.41 feet along the centerline of Longview Drive; thence on a curve to the right, with a radius of 273.00 feet and a delta angle of 36°13'56" and a chord bearing and distance of S 24°39'55" W, 169.78 feet along the centerline of Longview Drive; thence S 42°46'53" W, 301.74 feet along the centerline of Longview Drive; thence on a curve to the left with a radius of 273.00 feet and a delta angle of 46°38'40" and a chord bearing and distance of S 19°27'34" W, 216.16 feet along the centerline of Longview Drive; thence on a curve to the left, with a radius of 600.00 feet and a delta angle of 44°28'35" and a chord bearing and distance of S 18°22'31" W, 454.15 feet along the centerline of Longview Drive; thence on a curve to the left with a radius of 500.00 feet and a delta angle of 20°57'45", and a chord bearing and distance of S 30°07'56" W, 181.91 feet along the centerline of Longview Drive; thence on a curve to the right with a radius of 260.00 feet and delta angle of 109°54'53", and a chord bearing and distance of S 74°36'30" W, 425.74 feet along the centerline of Longview Drive; thence N 50°26'04" W, 64.63 feet along the centerline of Longview Drive; thence on a curve to the left, with a radius of 273.00 feet and a delta angle of 102°23'17", and a chord bearing and distance of S 78°22'17" W, 425.48 feet along the centerline of Longview Drive; thence N 62°49'21" W, 321.49 feet; thence S 77°40'04" W, 711.14 feet; thence S 80°00'30" W, 1357.84 feet; thence S 00°50'24" E, 1926.93 feet; thence N 89°03'48" E, 1315.85 feet to the South ¼ corner of Section 15; thence N 89°15'17" E, 2556.49 feet to the Southeast corner of Section 15; thence N 00°05'12" E, 2677.30 feet to the point of beginning. Reserving therefrom that part used, taken or deeded for Golf Road, so-called. Containing 204.60 acres more or less.

EXHIBIT 2

Part of the South $\frac{1}{2}$ of Section 15, T7N-R9E, Elba Township, Lapeer County, Michigan, described as: Beginning at a point that is S $87^{\circ}52'05''$ W, 2570.25 feet along the East-West $\frac{1}{4}$ line of Section 15 to the interior corner of said Section from the East $\frac{1}{4}$ corner of Section 15; thence S $00^{\circ}10'43''$ E, 82.55 feet along the North-South $\frac{1}{4}$ line of Section 15; thence N $87^{\circ}52'05''$ E, 2044.88 feet; thence on a non-tangent curve to the right, radius 600.00 feet and a delta angle of $16^{\circ}44'00''$ and a chord bearing and distance of S $32^{\circ}14'48''$ W, 174.61 feet along the centerline of Longview Drive; thence along a curve to the left, radius of 500.00 feet, a delta angle of $20^{\circ}57'45''$ and a chord bearing and distance of S $30^{\circ}07'56''$ W, 181.91 feet along the centerline of Longview Drive; thence on a curve to the right, with a radius of 260.00 feet and a delta angle of $109^{\circ}54'53''$ and a chord bearing and distance of S $74^{\circ}36'30''$ W, 425.74 feet along the centerline of Longview Drive; thence N $50^{\circ}26'04''$ W, 64.63 feet along the centerline of Longview Drive; thence on a curve to the left, with a radius of 273.00 feet and a delta angle of $102^{\circ}23'17''$ and a chord bearing and distance of S $78^{\circ}22'17''$ W, 425.48 feet along the centerline of Longview Drive; thence N $62^{\circ}49'21''$ W, 321.49 feet; thence S $77^{\circ}40'04''$ W, 711.14 feet; thence S $80^{\circ}00'30''$ W, 1357.84 feet; thence N $00^{\circ}50'24''$ W, 701.25 feet; thence N $89^{\circ}38'11''$ E, 1346.08 feet along the East-West $\frac{1}{4}$ line of Section 15 to the point of beginning. Containing 33.71 acres more or less.

EXHIBIT 3

PARCEL TAX ID # 44-008-015-003-00

Part of the Northeast ¼ of Section 15, T7N-R9E Elba Township, Lapeer County, Michigan, described as: Beginning at a point that is S 87°52' 05" W, 2570.26 feet along the East-West ¼ line of Section 15 to the interior corner of Section 15 from the East ¼ corner of Section 15; thence S 89° 38' 11" W, 1346.08 feet along the East-West 1/4 line of Section 15; thence N 01° 39' 53" W, 1880.59 feet; thence N 67°26' 59"E, 973.72 feet along the road right-of-way line of Highway I-69; thence on a tangent curve to the right, with a radius of 17,088.74 feet and a delta angle of 1° 25' 35" and a chord bearing and distance of N 68° 09' 46" E, 425.40 feet along the road right-of-way of Highway I-69; thence S 02°32' 20" E, 2405.27 feet along the North-South ¼ line of section 15 to the point of beginning. Containing 65.46 acres more or less.

and

PARCEL TAX ID 44-008-015-001-00

Part of the East ½ of Section 15, T7N-R9E, Elba Township, Lapeer County, Michigan described as Beginning at a point that is S 88°55' 06" W, 50.00 feet along the North line of Section 15 from the Northeast corner of Section 15; thence S 01°23' 04" E, 121.57 feet; thence N 88° 54' 48" E, 50.00 feet to the East line of Section 15; thence S 01°23' 04" E, 1593.18 feet along the East line of Section 15; thence along a non-tangent curve to the left, radius of 167.00 feet, a delta angle of 62°09' 19", and chord bearing and distance of S 37°37' 36" W, 172.41 feet along the centerline of Longview Drive; thence along a curve to the right, radius of 273.00 feet, a delta angle of 36°13' 56" and chord bearing and distance of S 24°39' 55" W, 169.78 feet; thence S 42°46' 53" W, 301.74 feet along the centerline of Longview Drive; thence along a curve to the left, radius of 273.00 feet, a delta angle 46°38' 40" and a chord bearing and distance of S 19°27' 34" W, 216.16 feet along the centerline of Longview Drive; thence along a curve to the right, radius 600.00 feet, a delta angle of 27°44' 34", and chord bearing and distance of S 10°00' 31" W, 287.69 feet along the centerline of Longview Drive; thence S 87°52' 05" W, 2044.88 feet to the North-South 1/4 line of Section 15; thence N 00°10' 43" W, 82.55 feet along the North-South 1/4 line of Section 15 to the center of Section 27; thence N 02°32' 20" W, 2405.27 feet along the North-South 1/4 line of Section 15 to a point on the South right-of-way line of highway I69; thence on a non-tangent curve to the right, radius of 17,088.74 feet, and a delta angle of 2°39' 47" and chord bearing and distance of N 70°12' 27" E, 794.20 feet to the North line of section 15; thence N 88°54' 48" E, 1814.95 feet along the North line of Section 15 to the point of beginning. Reserving therefrom that part used, taken or deeded for Interstate I-69 and Golf Road, so-called. Containing 152.39 acres more or less, and subject to a Drain easement described as: Beginning at a point that is S 87°52' 05" W, 495.24 feet along the East/West 1/4 line of Section 15, to a point on the centerline of Longview drive and on a non-tangent curve to the left with a radius of 600.00 feet and a delta angle of 19°15' 6" and a chord bearing and distance of N 05°45' 47" E, 200.66 feet along the centerline of Longview Drive; and N 24°43' 08"

W, 71.78 feet to a point on the West Right-of-Way line of Longview Drive from the East 1/4 corner of Section 15, thence S 61°12' 06" W, 50.73 feet; thence S 84°49' 35" W, 131.81 feet; thence S 63°12' 07" W, 103.11 feet; thence S 32°43'44" W, 41.88 feet; thence N 68°58' 40" W, 30.64 feet; thence N 32°43'44" E, 56.26 feet; thence N 63°12' 07" E, 117.01 feet; thence N 84°49'35" E, 131.26 feet; thence N 61°12' 06"E, 24.91 feet; thence on the non-tangent curve to the right with a radius of 340.00 feet and a delta angle of 31° 59' 07" and a chord bearing and distance of N 26°47' 20" E, 187.35 feet; thence N 42° 46' 53" E, 65.91 feet; thence S 47°13' 07" E, 34.00 feet to a point on the West Right-of Way of Longview Drive; S 423° 46' 53" W, 65.91 feet along the West Right-of Way line of Longview Drive; thence on a curve to the left with a radius of 306.00 feet and a delta angle of 33° 58' 52" and a chord bearing and distance of S 25° 47' 27" W, 178.84 feet along the West Right-of-Way of Longview Drive and to the point of the beginning.

EXHIBIT 4

CERTIFICATE OF REMOVAL OF CONDITIONS

WHEREFORE, certain Conditional Deed Restrictions having been recorded with the Lapeer County Register of Deeds at Liber _____ Page _____ and the Conditions set forth in Section II-B1 and Section II-B2 having been met, the conditions in Sections B1 and B2 are hereby removed and the restrictions set forth in Section II A(1) and (2) of the Conditional Deed Restrictions are declared to be perpetual and may not be amended except as provided by Section III of the Conditional Deed Restrictions.

Developer: Rex S. Curtiss, Jr. as Trustee of the Rex S. Curtiss, Jr. Revocable Trust Agreement dated April 10, 1992

WITNESSES

By: _____
Rex S. Curtiss, Jr., Trustee

State of Michigan)
) ss
County of Lapeer)

On this ____ day of _____, 1999, before me personally appeared **Rex S. Curtiss, Jr. as Trustee of the Rex S. Curtiss, Jr. Revocable Trust Agreement dated April 10, 1992** to me known to be the persons described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

_____, Notary Public
Lapeer County, Michigan
Commission expires: _____

Drafted By and Return To:
RICKARD, DENNEY & ASSOC.
Timothy W. Denney
350 North Court Street, Ste. 202
Lapeer, Michigan 48446
(810) 664-0750

EXHIBIT 5

CERTIFICATE OF INABILITY TO OBTAIN GOVERNMENT APPROVAL

WHEREFORE, certain Conditional Deed Restrictions ("Conditional Deed Restrictions") having been recorded with the Lapeer County Register of Deeds at Liber _____ Page _____ and the following governmental approvals sought and required by Section II B1 and II B2 of the Conditional Deed Restrictions having been denied or not approved as requested:

1. [Note: Government approval denied or not approved as requested will be described here and copies of minutes attached as an exhibit, if applicable]. Therefore, the Deed Restrictions set forth in the Conditional Deed Restrictions are hereby declared null and void. This declaration shall be deemed conclusive unless suit is filed with the Lapeer County Circuit Court by the Elba Township Board within thirty (30) days of recording of this document and hand-delivery of a copy of the recorded document to the Elba Township Hall, whichever is later, and an accompanying Notice of Lis Pendens is filed on the same day as the filing of such lawsuit.

Developer: Rex S. Curtiss, Jr. as Trustee of the Rex S. Curtiss, Jr. Revocable Trust Agreement dated April 10, 1992

WITNESSES

By: _____
Rex S. Curtiss, Jr., Trustee

State of Michigan)
) ss
County of Lapeer)

On this _____ day of _____, 1999, before me personally appeared **Rex S. Curtiss, Jr. as Trustee of the Rex S. Curtiss, Jr. Revocable Trust Agreement dated April 10, 1992** to me known to be the persons described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Timothy W. Denney Notary Public
Lapeer County, Michigan
Commission expires: 4-11-2003

Drafted By:

RICKARD, DENNEY & ASSOC.
Timothy W. Denney
350 North Court Street, Ste. 202
Lapeer, Michigan 48446
(810) 664-0750