

Appendix "A"
Michigan Disclosure Regarding Real Estate Agency

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the Land Division Act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in Section 4 of the Condominium Act, 1978 PA 59, MCL 559.104.

Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise potential sellers or buyers with whom they work of the nature of their agency relationship.

Seller's Agent

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyers' agents, and/or transaction coordinators. A subagent is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Sellers' agents and subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

Buyer's Agent

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. Buyer's agents and subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

Dual Agents

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer. In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller, and the buyer.

Licensee Disclosure

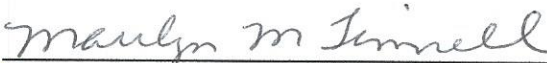
Jerdon Real Estate, Inc. hereby discloses that the agency status of the licensee named below is that of a **SELLER'S AGENT** with all affiliated licensees having the same agency relationship as the licensee named below. Further, this form was provided to the buyer or seller before disclosure of any confidential information.

By:  Date: 4/26/26
Associate Broker

Acknowledgment

By signing below, the parties confirm that they have received and read the information in this agency disclosure statement and that this form was provided to them before the disclosure of any confidential information specific to the potential sellers or buyers.


Potential SELLER Date


Potential SELLER Date

Potential BUYER Date

Potential BUYER Date

Seller's Disclosure Statement

Property Address 16036 Lewis Lake Drive, Vandalia MI 49095 MICHIGAN
Street City, Village or Township

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. **This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction, and is not a substitute for any inspections or warranties the Buyer may wish to obtain.**

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. **THIS INFORMATION IS A DISCLOSURE ONLY AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN BUYER AND SELLER.**

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement so provides.)

| | Yes | No | Unknown | Not Available |
|-------------------------------------|-----|----|---------|---------------|
| Range/oven | X | | | |
| Dishwasher | X | | | |
| Refrigerator | X | | | |
| Hood/fan | X | | | |
| Disposal | X | | | |
| TV antenna, TV rotor & controls | X | | | |
| Electrical system | X | | | |
| Garage door opener & remote control | X | | | |
| Alarm system | | | | X |
| Intercom | | | | X |
| Central vacuum | | | | X |
| Attic fan | | | | X |
| Pool heater, wall liner & equipment | | | | X |
| Microwave | X | | | |
| Trash compacter | | | | X |
| Ceiling fan | X | | | |
| Sauna/hot tub | | | | X |

| | Yes | No | Unknown | Not Available |
|----------------------------|---------------------------------|----|---------|---------------|
| Washer | X | | | |
| Dryer | X | | | |
| Lawn sprinkler system | | | | X |
| Water heater | X | | | |
| Plumbing system | X | | | |
| Water softener/conditioner | Included but has not been used. | | | |
| Well & pump | X | | | |
| Septic Tank & drain field | X | | | |
| Sump pump | | | | X |
| City water system | | | | X |
| City sewer system | | | | X |
| Central air conditioning | X | | | |
| Central heating system | X | | | |
| Wall furnace | | | | X |
| Humidifier | | | | X |
| Electronic air filter | | | | X |
| Solar heating system | | | | X |
| Fireplace & chimney | X | | | |
| Wood burning system | X | | | |

Explanation (attach additional sheets if necessary): _____

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

Property conditions, improvements and additional information:

- Basement/Crawlspace:** Has there been evidence of water? yes _____ no X
If yes, please explain: _____
- Insulation:** Describe, if known: SPRAY FOAM ON BASEMENT CEMENT WALLS
Urea formaldehyde Foam Insulation (UFFI) is installed? GARAGE INSULATED unknown _____ yes _____ no _____
- Roof:** Leaks? _____
Approximate age if known: _____
- Well:** Type of well (depth/diameter, age and repair history, if known): 5" well/submersible pump
Has the water been tested? yes _____ no _____
If yes, date of last report/results: Water samples May 2026
- Septic tanks/drain fields:** Condition, if known: _____
- Heating system:** Type/approximate age: NATURAL GAS Seller to pump septic tank 2026
- Plumbing system:** Type: copper X galvanized _____ other _____
Any known problems? _____
- Electrical system:** Any known problems? NONE
- History of infestation,** if any: (termites, carpenter ants, etc.) UNKNOWN



Seller's Initials

Buyer's Initials

Seller's Disclosure Statement

Property Address: 16036 Lewis Lake Drive, Vandalia MI 49095 MICHIGAN
Street City, Village or Township

10. **Environmental problems:** Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on property.
 unknown yes _____ no
 If yes, please explain: _____
11. Flood Insurance: Do you have flood insurance on the property? unknown yes _____ no
12. Mineral Rights: Do you own the mineral rights? unknown yes _____ no

Other items: Are you aware of any of the following:

1. Features of the property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property? Private Road maintained by owners unknown _____ yes no _____
2. Any encroachments, easements, zoning violations or nonconforming uses? 20' rd easement unknown _____ yes no _____
3. Any "common areas" (facilities like pools, tennis courts, walkways, or other areas co-owned with others), or a homeowners' association that has any authority over the property? unknown _____ yes _____ no
4. Structural modifications, alterations, or repairs made without necessary permits or licensed contractors? unknown _____ yes _____ no
5. Settling, flooding, drainage, structural, or grading problems? unknown _____ yes _____ no
6. Major damage to the property from fire, wind, floods, or landslides? unknown _____ yes _____ no
7. Any underground storage tanks? unknown _____ yes _____ no
8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc. unknown _____ yes _____ no
9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? unknown _____ yes no _____
10. Any outstanding municipal assessments or fees? unknown _____ yes _____ no
11. Any pending litigation that could affect the property or the Seller's right to convey the property? unknown _____ yes _____ no

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary: Private Rd is not maintained by any public authority. Buyer assumes nat. gas connection fee.

The Seller has lived in the residence on the property from _____ (date) to _____ (date).
 The Seller has owned the property since _____ (date).

The Seller has indicated above the condition of all the items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct to the best of Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.

BUYER IS ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28.721 TO 28.732 IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

BUYER IS ALSO ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, PRINCIPAL RESIDENCE EXEMPTION INFORMATION AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. **BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.**

Private road snow plowing typically less than \$100 p/yr.

Seller Gary A. Samnell Date 9/1
 Seller Marilyn M Samnell Date _____

Buyer has read and acknowledges receipt of this statement.

Buyer _____ Date _____ Time _____
 Buyer _____ Date _____ Time _____

Disclaimer: This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse of the form for misrepresentation for for warranties made in connection with the form.

NOTES: Deed restrictions at Liber 517 P 713, Liber 615 P 1162/1167 (see attached)
 Private road paved 2025, owner paid \$4,700 as portion owed. 20 ft private rd. easement through site.

To: Jerdon Real Estate, Inc. from seller for 16036 Lewis Lk Dr, Vandalia MI

ROOF AGE: (YEAR INSTALLED) 12 years

FURNACE AGE? 12 years

A/C UNIT AGE? UNKNOWN

WATER WELL AGE?

WATER HEATER AGE? APPROX 14 years

Trex

EXTRA WATER HEATER INCLUDED; YES

DECK AGE? July 2023

WHAT YEAR WAS PRIVATE ROAD ASPHALTED?

June 2025

COST TO DO SO? \$4700⁰⁰

ANNUAL ROAD MAINTENANCE FEE FOR PLOWING?

\$60⁰⁰ for snow plowing per year

Any other improvements made during your ownership and the year completed?

DO YOU HAVE a whole house generator that is being included? NO

THIS IS NOT A TAX BILL

L-4400

Notice of Assessment, Taxable Valuation, and Property Classification

This form is issued under the authority of Public Act 206 of 1893, Sec. 211.24c and Sec.211.34c, as amended. This is a model assessment notice to be used by the local assessor.

| | |
|--|--|
| FROM DON JOLLAY PENN TOWNSHIP ASSESSOR PO BOX 69 VANDALIA, MI 49095 | PARCEL IDENTIFICATION PARCEL NUMBER: 14-100-036-043-80 PROPERTY ADDRESS: 16036 LEWIS LAKE DR VANDALIA, MI 49095 SCHOOL DISTRICT CODE: 14010 |
|--|--|

| | |
|---|--|
| OWNER'S NAME & ADDRESS/PERSON NAMED ON ASSESSMENT ROLL: TINNELL FAMILY TRUST 16036 LEWIS LAKE DR VANDALIA MI 49095 | EXEMPTIONS % Exempt As "Homeowners Principal Residence": 100.00% % Exempt As "Qualified Agricultural Property": .00% % Exempt As "MBT Industrial Personal": .00% % Exempt As "MBT Commercial Personal": .00% Exempt As "Disabled Veteran or Surviving Spouse": <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Exempt As "Qualified Forest Property": <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Exempt As "Development Property": <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
|---|--|

LEGAL DESCRIPTION:
 538A-3 COM N 2575.36 FT & S 89 DEG 53'W 166 FT FRM SE COR SEC, TH S 89 DEG 53' W 100 FT, N 406.92 FT, S 72 DEG 18'13"E 104.97 FT, S 374.81 FT TO BEG. SUBJ TO EASEMENT. SEC 36.9 A.

ACCORDING TO MCL 211.34c THIS PROPERTY IS CLASSIFIED AS: 401 Residential

PRIOR YEAR'S CLASSIFICATION IF DIFFERENT: 401 Residential

| The change in taxable value will increase/decrease your tax bill for the 2026 year by approximately: \$91 | PRIOR AMOUNT YEAR: 2025 | CURRENT TENTATIVE AMOUNT YEAR: 2026 | CHANGE FROM PRIOR YEAR TO CURRENT YEAR |
|---|----------------------------|--|--|
| 1. TAXABLE VALUE: | 150,818 | 154,890 | 4,072 |
| 2. ASSESSED VALUE: | 309,800 | 310,600 | 800 |
| 3. TENTATIVE EQUALIZATION FACTOR: 1.000 | | | |
| 4. STATE EQUALIZED VALUE (SEV): | 309,800 | 310,600 | 800 |

WAS THERE A TRANSFER OF OWNERSHIP IN 2025 THAT RESULTED IN A TAXABLE VALUE UNCAPPING? Yes No

Assessor Change Reason(s):

The 2026 Inflation rate Multiplier is: 1.027

Questions regarding the Notice of Assessment, Taxable Valuation, and Property Classification may be directed to the Following:

| | | |
|---------------------|-------------------------------------|--|
| Name: DON JOLLAY | Telephone Number: (815) 546-8288 | Email Address: PENNASSESSOR@GMAIL.COM |
|---------------------|-------------------------------------|--|

March Board of Review Appeal Information. The Board of Review will meet at the following dates and times:

PLEASE NOTE: TAXES ARE CALCULATED BASED ON THE TAXABLE VALUE (LINE 1). THE ASSESSED VALUE IS FOR REFERENCE ONLY AND IS NOT USED TO COMPUTE TAXES. THE PENN TOWNSHIP BOARD OF REVIEW WILL MEET TUESDAY, MARCH 10, 9:00 AM-3:00 PM, AND FRIDAY, MARCH 13, 3:00 PM-9:00 PM, AT THE PENN TOWNSHIP HALL, 60717 SOUTH MAIN ST, VANDALIA, MI 49095. WRITTEN AND EMAIL APPEALS MUST INCLUDE FORM L-4035 AND WILL BE ACCEPTED IF RECEIVED BY TUESDAY, MARCH 10 AT 9:00 AM. APPOINTMENTS ENCOURAGED. QUESTIONS: DON JOLLAY, TOWNSHIP ASSESSOR, MAAO, 815-546-8288 OR PENNASSESSOR@GMAIL.COM

800.336.3201
fax 888.336.3201
services@garrettlabs.com



garrett laboratories, inc.

p.o. box 645 nils, michigan 49120
garrettlabs.com since 1971

WATER ANALYSIS

CLIENT: JERDON REAL ESTATE

LAB#: W9922

SAMPLE ADDRESS: 16036 LEWIS LAKE DRIVE, VANDALIA MI 49095

COLLECTION DATE/TIME: 2026-05-15 - 12:30:00PM

COLLECTION BY: TOM JERDON

RESULTS

SAMPLE TYPE: ROUTINE DISTRIBUTION SYSTEM

SAMPLE SITE: KIT SINK

COLIFORMS: NEGATIVE /100mL

E COLI: NEGATIVE /100mL

NITRATE/NITRITE NITROGEN: <1.0 mg/L

SUBMITTED BY: **Carol Morris**

Digitally signed by Carol Morris
DN: cn=Carol Morris, o=Garrett Laboratories, ou,
email=services@garrettlabs.com, c=US
Date: 2026.05.18 11:21:20 -0400

REPORT DATE: 05/18/2026

FEDERAL & STATE STANDARDS: COLIFORMS NEGATIVE PER 100mL

CERTIFICATION # 8003 NITRATE NITROGEN <10.0 mg/L

ARSENIC AND LEAD TEST PERFORMED BY
LABORATORY IN-C-71-01 MI-9926

ARSENIC: <0.010 mg/L (10 ug/L)
LEAD: <0.012 mg/L (12 ug/L)

| | | |
|--|--|---|
| Coliforms Date Time: 05/15/2026 3:28 PM Colitag | E Coli Date Time: 05/15/2026 3:28 PM By: AMS Colitag | Nitrate/Nitrites Date Time Tested: 05/15/2026 1821 Easy Chem Analyzer By: CEJ |
|--|--|---|

AGREEMENT FOR RESTRICTION OF MOBILE HOMES

THIS AGREEMENT, made at Cassopolis, Michigan on the 5th day of June, 1991, BY AND BETWEEN DAVID STRANGE, a married man, of 16500 Lewis Lake Road, Vandalia, Michigan 49095, (hereinafter designated as "Strange"), and GARY L. WILSON and CYNTHIA S. WILSON, husband and wife, of 1015 Sarah Street, Mishawaka, Indiana 46545 (hereinafter designated as "Wilson");

W I T N E S S E T H:

WHEREAS, STRANGE is the owner of the following described real estate located in the Township of Penn, County of Cass, State of Michigan, and more particularly described as follows, to-wit:

Commencing at a point on the East line of Section 36, Town 6 South, Range 14 West, which is 2578 feet North of the Southeast corner of said section; thence West 638 1/2 feet to a stake; thence North to the shore of Lewis Lake; thence Easterly on the shore of said lake to the township line; thence South to the place of beginning, excepting the East 66 feet thereof for high-way purposes.

WHEREAS, STRANGE is in the process of selling a portion of the above-described real estate to WILSON on this date.

WHEREAS, STRANGE and WILSON are desirous of placing a permanent restriction against the land more particularly described above that forever will prohibit the placement of a mobile home and/or modular home upon the same.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, it is hereby agreed, between the parties as follows:

That neither of the parties, their successors, heirs and assigns, shall ever place a mobile home and/or modular home upon the following described real estate:

Commencing at a point on the East line of Section 36, Town 6 South, Range 14 West, which is 2578 feet North of the Southeast corner of said section; thence West 638 1/2 feet to a stake; thence North to the shore of Lewis Lake; thence Easterly on the shore of said lake to the township line; thence South to the place of beginning, excepting the East 66 feet thereof for high-way purposes.

That in the event that one of the parties, their successors, heirs and assigns violate the terms of this agreement, said violating party will be responsible to a non-violating party, their successors, heirs and assigns who enforces the terms of this agreement including reimbursement for all out-of-pocket expenses for enforcement of the same including attorney fees.

That this agreement shall be binding upon an inure to the benefit of the respective heirs, successors and assigns of the parties herein.

STATE OF MICHIGAN
CASS COUNTY
REGISTERED FOR RECORD

1991 JUN 6 AM 8 53

Debbie D. Stewart
REGISTER OF DEEDS

LIBER 517 PAGE 713

06 06 091 4408 MCSR 2.00

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals the day and year first above written.

W I T N E S S :

Peter M. Karlowicz
Peter M. Karlowicz

Kelly I. Gavin
Kelly I. Gavin

David Strange
DAVID STRANGE

Gary L. Wilson
GARY L. WILSON

Cynthia S. Wilson
CYNTHIA S. WILSON

STATE OF MICHIGAN)
COUNTY OF C A S S)SS:

The foregoing Agreement was subscribed and sworn to before me this 5th day of June, 1991, by David Strange, a single man, and Gary L. Wilson and Cynthia S. Wilson, husband and wife, to me known to be the same persons described in and who executed the within instrument, who acknowledged the same to be their free act and deed.

Kelly I. Gavin
Kelly I. Gavin, Notary Public
St. Joseph, Acting in
Cass County, Michigan
My Comm. Expires: 7/12/94

Prepared by:
Peter M. Karlowicz, Esq.
111 N. Broadway
Cassopolis, MI 490031
Telephone: 445-3871

STATE OF MICHIGAN

COUNTY OF CASS

TOWNSHIP OF PENN

COUNTY OF CASS
Recorded

08-02-1996 08:21:35

Ann L. Simmons
REGISTER OF DEEDS

PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS AND EASEMENTS

Which are hereby adopted and made applicable to:

Part of the Northeast Quarter and the Southeast Quarter of Section 36, Township 6 South, Range 14 West, Penn Township, Cass County, Michigan, as specifically identified in the legal descriptions and Certificate of Survey prepared by Dale L. Kessler, L.L.S., Wightman-Pierce, 126 N. Disbrow Street, Cassopolis, Michigan 49031, consisting of three pages and attached hereto as Exhibit "A".

Parcels A, B, C, and D, as identified in Exhibit "A" which is incorporated herewith, are hereby declared subject to and impressed with the covenants, agreements, restrictions, limitations, and charges contained in this instrument, and subjected and declared to be benefited by the easements shown herein; and that these protective restrictions, covenants, limitations, and easements shall be considered a part of the conveyance of each parcel identified herein without being written in the deeds or other instruments of conveyance, except by a general reference made thereto. The provisions of this instrument are for the mutual benefit and the protection of the owners, present and future, of any and all of the identified parcels; and shall run with the land and inure to the benefit and be enforceable by the owner or owners of any such parcel, their legal representatives, heirs, successors, grantees, and assigns. The owner or owners, present or future, of any parcel made subject to the provisions of this instrument shall be entitled to injunctive relief against violation or attempted violation of these provisions.

The restrictions, covenants, limitations, charges and easements imposed on the parcels identified herein are as follows:

1. **Architectural Control Committee.** In order to maintain a harmonious structural design, no building for the principal use of a residential dwelling or any other structure may be erected on any parcel, unless and until the plans and specifications therefore have been approved in writing by the Architectural Control Committee. There is hereby created an Architectural Control Committee (the "Committee") which shall consist of Richard L. Willson and Mary M. Studer, who shall have the authority to appoint one additional person who has an ownership interest in parcel A, B, or C as established herein. The Committee may designate one of its members to act on its behalf. In the event of any vacancy on the Committee, Richard L. Willson and Mary M. Studer, or the survivor of them, is authorized to appoint a replacement member or members. The Committee shall have the authority to approve all plans and specifications for all structures to be erected on the parcels, as well as those other improvements which are subject to these provisions. No construction of any structure or other improvement shall commence until the Committee has issued its written approval. The decision of the Committee shall be entirely in its discretion. The authority of the Committee shall expire thirty (30) years after the date of the recording of this instrument in the office of the Cass County Register of Deeds.

2. **Use of Land - Residential Only.** No dwelling or structure shall be erected, altered, placed, or permitted to remain on any parcel other than one single family dwelling not to exceed two and half stories in height, which shall meet the following criteria:

1. Only one single-family residence shall be constructed with an attached garage for not more than three (3) vehicles on each parcel.
2. A residential structure shall not be less than one thousand eight hundred (1800 sq. ft.) square feet of living area, excluding garage, breezeways, decks, porches, etc., except a residence constructed with a walk-out lower level, shall have at least one thousand two hundred (1200 sq. ft.) square feet of living area in the main (upper) level;
3. A residential single family residence shall be of conventional construction, no prefabricated, modular, mobile, or manufactured home shall be erected or installed on a parcel.

4. Construction shall be commenced no later than two years from the date a parcel was purchased and such construction shall be completed within one year following commencement of such construction, except the Architectural Control Committee may extend the time to commence construction to not to exceed five (5) years from date of purchase.
 5. No more than one residential structure shall be erected on a parcel;
 6. No parcel shall be divided or subdivided to create parcels of lessor area than shown on Exhibit "A".
3. **Architectural Control Committee - Standards.** No building or other structure shall be erected, constructed, placed, maintained, or altered on any parcel, nor shall the natural topography or drainage of any parcel be altered, until the construction plans for the structure or the topographical alterations have been approved by the Architectural Control Committee. Two sets of complete plans shall be submitted to the Committee of which one will be retained by the Committee and the second will be returned to the parcel owner. The plans shall show the floor plan, quality of construction, materials, outside color scheme, harmony of external design with existing structure and area, and location with respect to lot lines, topography, fencing, and finished grade elevations. The Committee's approval or disapproval as required in these covenants shall be in writing. No structure of any kind which does not comply fully with such approved plan shall be erected, constructed, placed, or maintained upon any parcel and no changes or deviations in or from such plans as approved shall be made without the Committee's prior written consent. Neither the Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successors, or assigns shall be liable to anyone by reason of any mistake in judgment, negligence, or nonfeasance arising out of or relating to the approval or disapproval or failure to approve any plan so submitted, nor shall they, or any of them be responsible, or liable, for any structural defects for such plans, or in any building or structure erected according to such plans, or any drainage problems resulting therefrom. Every person and entity who submits plans to the Committee agrees, by the submission of such plans, that he/she, or it, shall not bring any action or suit against the Committee, its members, or any other parcel owner to recover damages or to require the Committee, its members, or other parcel owners to take, or refrain from taking, any action.
4. **Easements and Maintenance.** Parcels A, B, and C are subjected to the easement shown on Exhibit "A", which shall benefit parcels A, B, C, and D; and that all of the aforesaid parcels shall have access on and over said easement and the Eastward extension thereof to Lewis Lake Drive. The owners of parcels A, B, C and D shall share equally in the cost of construction and maintenance of the roadway including the extension East of the property described herein with the construction and maintenance to comprise of the cost of blacktopping, repairs, maintenance and snow removal.
5. **Nuisances.** No obnoxious, unlawful, or offensive activity shall be carried on upon any parcel, nor shall anything be done thereon which shall become an annoyance or a nuisance to the owners of other parcels.
6. **Prohibited Structures.** No trailer, basement, tent, shack, garage, barn, outbuilding or any other structure of a temporary character shall be moved on to, assembled, or constructed on any parcel and used at any time as a residence, or for any other purpose, either temporarily or permanently, other than tents or recreational vehicles may be placed on premises by guests of a property-owner for not more than 7 consecutive days nor more than 14 days during a calendar year.
7. **Detached Buildings.** No buildings or structures detached from the residential building shall otherwise be placed, constructed, or maintained on any parcel, except that the Architectural Control Committee may approve and allow one storage shed or acceptable design removed from the waterfront for the storage of yard-care implements and tools and recreation equipment on each parcel.
8. **Signs.** No signs of any kind shall be displayed to the public view on any parcel, except one sign of not more than five (5 sq.ft.) square feet advertising the property for sale or rent may be displayed on a parcel.
9. **Animals.** No animals, livestock, or poultry shall be raised, bred or kept on any parcel, except dogs, cats, or other household pets, but that these shall not be kept, bred, or maintained for any commercial purposes and are not permitted to become a neighborhood

nuisance or hazard in any matter. Dogs must be confined to the owner's premises or secured by a leash if accompanied by the owner when off the premises.

10. **Severability of Covenants.** Invalidation of one or more of the covenants, or restrictions by judgment of court of competent jurisdiction, shall in no way effect any of the other covenants or restrictions and all other provisions of this instrument shall remain in full force and effect.

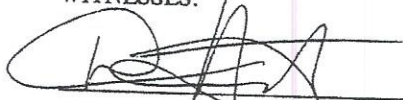
11. **Enforcement of Covenants and Restrictions.** The right to enforce these provisions by an injunction together with the right to cause the removal of any violation by due process of law of any structure, or use, of property is hereby vested in each owner of a parcel which is subjected to the provisions herein. The covenants and restrictions shall be enforced by a civil action for damages and by any other appropriate remedy in law or equity. If any person or persons shall violate, or attempt to violate, any of the covenants herein, it shall be lawful for any other person, or persons, vested with the title to any of the parcels, a homeowner's association, if one is created, or the Architectural Control Committee, or the respective successors, or assigns of each of them, to proceed in either law or equity against such person, or persons, violating, or attempting to violate, such covenants or restrictions, and to enjoin them from so doing and to recover damages for all violations and to seek all other appropriate relief.

A person who successfully enforces these protective restrictions, covenants, limitations and easements against another person who has committed violations thereof, shall be entitled to recover their actual legal costs and reasonable attorney fees.

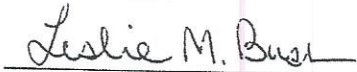
12. **Effective Date and Term.** These protective restrictions, covenants, limitations and easements shall be deemed attached to and shall be considered a part of the parcels identified in Exhibit "A", and shall become effective upon a conveyance referring to this instrument being recorded in the office of the Register of Deeds for Cass County, Michigan. These protective restrictions, covenants, limitations, and easements shall continue in effect for a term of thirty (30) years from and after their effective date.

Signed and dated at Cassopolis, Michigan on this 29th day of July, 1996.

WITNESSES:

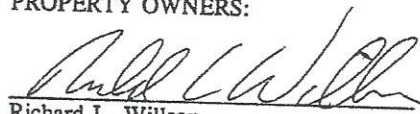


Daniel H. French

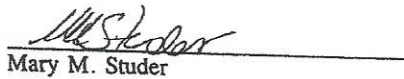


Leslie M. Bush

PROPERTY OWNERS:



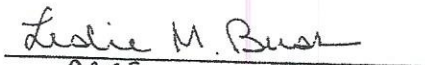
Richard L. Willson



Mary M. Studer

STATE OF MICHIGAN)
)ss
COUNTY OF CASS)

Subscribed and sworn before me this 29th day July, 1996, by persons known to me to be Richard L. Willson and Mary M. Studer who affirm that their execution hereof was their free act and deed.

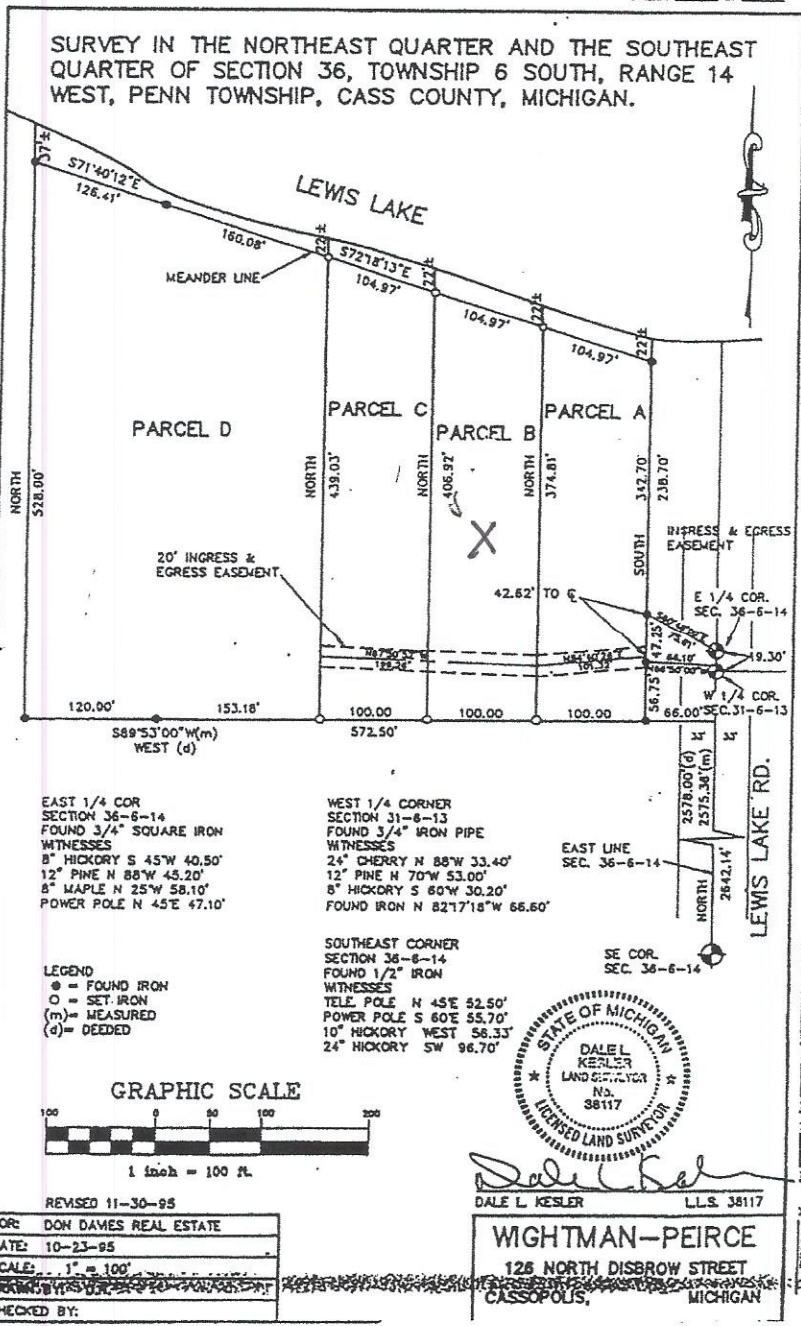

CASS, Notary Public
Cass County, Michigan
My Commission Expires: 2-13-2000

PREPARED BY:

Daniel H. French
Attorney at Law
FRENCH, HARRISON & DICKSON, P.L.C.
139 S. Broadway, P.O. Box 249
Cassopolis, MI 49031
(616) 445-2409

Act 236 of Michigan Public Acts of 1947 should be checked to see that any property conveyances does not violate this act

SHEET 1 OF 3



| | |
|-------------|------------------------|
| REVISED | 11-30-95 |
| FOR: | DOM DAVIES REAL ESTATE |
| DATE: | 10-23-95 |
| SCALE: | 1" = 100' |
| DRAWN BY: | |
| CHECKED BY: | |

Act 288 of Michigan Public Acts of 1947 should be checked to see that any property conveyances does not violate this act.

PARCEL A

THAT PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 14 WEST, PENN TOWNSHIP, CASS COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST QUARTER OF SAID SECTION 36; THENCE NORTH ON THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 2575.36 FEET (DEED 2578.00); THENCE SOUTH 89 DEGREES 53'00" WEST (DEED WEST) 66.00 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 89 DEGREES 53'00" WEST (DEED WEST) 100.00 FEET; THENCE NORTH 374.81 FEET TO A MEANDER POINT; THENCE SOUTH 72 DEGREES 18'13" EAST ON A MEANDER LINE 104.97 FEET TO A MEANDER POINT; THENCE SOUTH 342.70 FEET TO THE PLACE OF BEGINNING, ALSO ALL THE LAND LYING BETWEEN THE ABOVE DESCRIBED MEANDER LINE AND THE WATER'S EDGE OF LEWIS LAKE BY EXTENDING THE EASTERLY AND WESTERLY LINES OF THE ABOVE DESCRIBED PROPERTY ALONG THEIR RESPECTIVE BEARINGS TO SAID WATER'S EDGE, CONTAINING 0.82 OF AN ACRE, MORE OR LESS.

ALSO SUBJECT TO AND THE RIGHTS TO A 20.00 FOOT WIDE INGRESS AND EGRESS EASEMENT IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 14 WEST, PENN TOWNSHIP, CASS COUNTY, MICHIGAN, WHOSE CENTERLINE IS DESCRIBED AS: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 36; THENCE NORTH 60 DEGREES 48'00" WEST 75.61 FEET; THENCE SOUTH 42.62 FEET TO THE TRUE PLACE OF BEGINNING OF THE CENTERLINE; THENCE SOUTH 84 DEGREES 40'26" WEST 101.32 FEET; THENCE NORTH 87 DEGREES 50'52" WEST 199.26 FEET TO THE POINT OF ENDING.

ALSO TOGETHER WITH OTHERS AND THE RIGHTS TO AN INGRESS AND EGRESS EASEMENT IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 14 WEST, PENN TOWNSHIP, CASS COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 2628.14 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE NORTH 86 DEGREES 50'00" WEST 66.10 FEET; THENCE NORTH 47.25 FEET; THENCE SOUTH 60 DEGREES 48'00" EAST 75.61 FEET TO THE EAST LINE OF SAID SECTION 36; THENCE SOUTH ON SAID EAST LINE 14.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

THIS SURVEY COMPLIES WITH THE REQUIREMENTS OF SECTION 3, P.A. 132 OF 1970, AS AMENDED.

THIS SURVEY WAS PERFORMED WITH AN ERROR OF CLOSURE NO GREATER THAN 1 IN 5000, ASSUMED THE EAST LINE OF SAID SECTION 36 TO BEAR NORTH.

PARCEL B

THAT PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 14 WEST, PENN TOWNSHIP, CASS COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST QUARTER OF SAID SECTION 36; THENCE NORTH ON THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 2575.36 FEET (DEED 2578.00); THENCE SOUTH 89 DEGREES 53'00" WEST (DEED WEST) 166.00 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 89 DEGREES 53'00" WEST (DEED WEST) 100.00 FEET; THENCE NORTH 406.92 FEET TO A MEANDER POINT; THENCE SOUTH 72 DEGREES 18'13" EAST ON A MEANDER LINE 104.97 FEET TO A MEANDER POINT; THENCE SOUTH 374.81 FEET TO THE PLACE OF BEGINNING, ALSO ALL THE LAND LYING BETWEEN THE ABOVE DESCRIBED MEANDER LINE AND THE WATER'S EDGE OF LEWIS LAKE BY EXTENDING THE EASTERLY AND WESTERLY LINES OF THE ABOVE DESCRIBED PROPERTY ALONG THEIR RESPECTIVE BEARINGS TO SAID WATER'S EDGE, CONTAINING 0.82 OF AN ACRE, MORE OR LESS.

ALSO SUBJECT TO AND THE RIGHTS TO A 20.00 FOOT WIDE INGRESS AND EGRESS EASEMENT IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 14 WEST, PENN TOWNSHIP, CASS COUNTY, MICHIGAN, WHOSE CENTERLINE IS DESCRIBED AS: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 36; THENCE NORTH 60 DEGREES 48'00" WEST 75.61 FEET; THENCE SOUTH 42.62 FEET TO THE TRUE PLACE OF BEGINNING OF THE CENTERLINE; THENCE SOUTH 84 DEGREES 40'26" WEST 101.32 FEET; THENCE NORTH 87 DEGREES 50'52" WEST 199.26 FEET TO THE POINT OF ENDING.

ALSO TOGETHER WITH OTHERS AND THE RIGHTS TO AN INGRESS AND EGRESS EASEMENT IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 14 WEST, PENN TOWNSHIP, CASS COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 2628.14 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE NORTH 86 DEGREES 50'00" WEST 66.10 FEET; THENCE NORTH 47.25 FEET; THENCE SOUTH 60 DEGREES 48'00" EAST 75.61 FEET TO THE EAST LINE OF SAID SECTION 36; THENCE SOUTH ON SAID EAST LINE 14.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

THIS SURVEY COMPLIES WITH THE REQUIREMENTS OF SECTION 3, P.A. 132 OF 1970, AS AMENDED.

THIS SURVEY WAS PERFORMED WITH AN ERROR OF CLOSURE NO GREATER THAN 1 IN 5000, ASSUMED THE EAST LINE OF SAID SECTION 36 TO BEAR NORTH.

REVISED 12-13-95
 FOR: DON DAVES REAL ESTATE
 DATE: 10-23-95
 DRAWN BY: D.J.
 CHECKED BY:



DALE L. KESSLER L.L.S. 35117
WIGHTMAN-PEIRCE
 * 128 NORTH DISBROW STREET *
 CASSPOLIS, MICHIGAN

SECTION 36, T. 6 S. R. 14 W. A. 85122

Act 288 of Michigan Public Acts of 1967 should be obtained to see that any property conveyances does not violate this act.

PARCEL C

THAT PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 14 WEST, PENN TOWNSHIP, CASS COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST QUARTER OF SAID SECTION 36; THENCE NORTH ON THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 2575.36 FEET (DEED 2578.00); THENCE SOUTH 89 DEGREES 53'00" WEST (DEED WEST) 266.00 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 89 DEGREES 53'00" WEST (DEED WEST) 100.00 FEET; THENCE NORTH 439.03 FEET TO A MEANDER POINT; THENCE SOUTH 72 DEGREES 18'13" EAST ON A MEANDER LINE 104.97 FEET TO A MEANDER POINT; THENCE SOUTH 406.92 FEET TO THE PLACE OF BEGINNING. ALSO ALL THE LAND LYING BETWEEN THE ABOVE DESCRIBED MEANDER LINE AND THE WATER'S EDGE OF LEWIS LAKE BY EXTENDING THE EASTERLY AND WESTERLY LINES OF THE ABOVE DESCRIBED PROPERTY ALONG THEIR RESPECTIVE BEARINGS TO SAID WATER'S EDGE, CONTAINING 0.82 OF AN ACRE, MORE OR LESS.

ALSO SUBJECT TO AND THE RIGHTS TO A 20.00 FOOT WIDE INGRESS AND EGRESS EASEMENT IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 14 WEST, PENN TOWNSHIP, CASS COUNTY, MICHIGAN, WHOSE CENTERLINE IS DESCRIBED AS: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 36; THENCE NORTH 60 DEGREES 48'00" WEST 75.61 FEET; THENCE SOUTH 42.62 FEET TO THE TRUE PLACE OF BEGINNING OF THE CENTERLINE; THENCE SOUTH 84 DEGREES 40'26" WEST 101.32 FEET; THENCE NORTH 87 DEGREES 50'52" WEST 199.26 FEET TO THE POINT OF ENDING.

ALSO TOGETHER WITH OTHERS AND THE RIGHTS TO AN INGRESS AND EGRESS EASEMENT IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 14 WEST, PENN TOWNSHIP, CASS COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 2628.14 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE NORTH 86 DEGREES 50'00" WEST 66.10 FEET; THENCE NORTH 47.25 FEET; THENCE SOUTH 60 DEGREES 48'00" EAST 75.61 FEET TO THE EAST LINE OF SAID SECTION 36; THENCE SOUTH ON SAID EAST LINE 14.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ANY AND ALL EASEMENTS OF RECORD. THIS SURVEY COMPLIES WITH THE REQUIREMENTS OF SECTION 3, P.A. 132 OF 1970, AS AMENDED.

THIS SURVEY WAS PERFORMED WITH AN ERROR OF CLOSURE NO GREATER THAN 1 IN 5000, ASSUMED THE EAST LINE OF SAID SECTION 36 TO BEAR NORTH.

PARCEL D

THAT PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 14 WEST, PENN TOWNSHIP, CASS COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST QUARTER OF SAID SECTION 36; THENCE NORTH ON THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 2575.36 FEET (DEED 2578.00); THENCE SOUTH 89 DEGREES 53'00" WEST (DEED WEST) 386.00 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 89 DEGREES 53'00" WEST (DEED WEST) 273.18 FEET; THENCE NORTH 528.00 FEET TO A MEANDER POINT; THENCE SOUTH 71 DEGREES 40'12" EAST ON A MEANDER LINE 126.41 FEET TO A MEANDER POINT; THENCE SOUTH 72 DEGREES 18'13" EAST ON A MEANDER LINE 160.08 FEET TO A MEANDER POINT; THENCE SOUTH 439.03 FEET TO THE PLACE OF BEGINNING. ALSO ALL THE LAND LYING BETWEEN THE ABOVE DESCRIBED MEANDER LINE AND THE WATER'S EDGE OF LEWIS LAKE BY EXTENDING THE EASTERLY AND WESTERLY LINES OF THE ABOVE DESCRIBED PROPERTY ALONG THEIR RESPECTIVE BEARINGS TO SAID WATER'S EDGE, CONTAINING 0.82 OF AN ACRE, MORE OR LESS.

ALSO THE RIGHTS TO A 20.00 FOOT WIDE INGRESS AND EGRESS EASEMENT IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 14 WEST, PENN TOWNSHIP, CASS COUNTY, MICHIGAN, WHOSE CENTERLINE IS DESCRIBED AS: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 36; THENCE NORTH 60 DEGREES 48'00" WEST 75.61 FEET; THENCE SOUTH 42.62 FEET TO THE TRUE PLACE OF BEGINNING OF THE CENTERLINE; THENCE SOUTH 84 DEGREES 40'26" WEST 101.32 FEET; THENCE NORTH 87 DEGREES 50'52" WEST 199.26 FEET TO THE POINT OF ENDING.

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SUBJECT TO ANY AND ALL EASEMENTS OF RECORD. THIS SURVEY COMPLIES WITH THE REQUIREMENTS OF SECTION 3, P.A. 132 OF 1970, AS AMENDED.

THIS SURVEY WAS PERFORMED WITH AN ERROR OF CLOSURE NO GREATER THAN 1 IN 5000, ASSUMED THE EAST LINE OF SAID SECTION 36 TO BEAR NORTH.

REVISED 12-13-95

FOR: DON DAVIES REAL ESTATE
DATE: 12-13-95
SCALE: 1"=100'
DRAWN BY: D.H.



DALE L. KESLER L.L.S. 38117

WIGHTMAN-PEIRCE
128 NORTH DISBROW STREET
CASSOPOLIS, MICHIGAN

SECTION 36 T 6 S R 14 W A 95122