

Instr: 200410290110035 10/29/2004
P: 1 of 9 F: \$38.00 9:09AM
Melvin Phillip McCree T20040038562
Genesee County Register TC

LAND CONTRACT

File No.: **795836 (AMP)**

Drafted by:

Hidden Forest, Inc., 4410 S. Dort Hwy., Flint, MI

When recorded return to:

Hidden Forest, Inc., 4410 S. Dort Hwy., Flint, MI

THIS CONTRACT, made this **11th day of June 2004**, between **Hidden Forest, Inc., a Michigan Corporation** hereinafter referred to as "THE SELLER," whose address is **4410 S. Dort Hwy., Flint, MI** and **John Smith and Mindy Smith, husband and wife** hereinafter referred to as "THE PURCHASER," whose address is **5300 S. Elms Rd., Swartz Creek, MI 48473**.

WITNESSETH:

1. THE SELLER AGREES AS FOLLOWS:

(a) To sell and convey to the Purchaser, land in the **Township of Gaines**, County of **Genesee**, and State of **Michigan**, and particularly described as follows:

Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

Tax Parcel No. **Pt. of 10-10-300-030**

Commonly known as: **Seymour Road, Swartz Creek, MI**

together with all tenements, hereditaments, improvements and appurtenances, including all light fixtures, plumbing fixtures, shades, Venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, if any, and , now on the premises, subject to all applicable building and use restrictions, and easements, if any, affecting the premises.

(b) That the consideration for the sale of the above described premises to the Purchaser is **one hundred twenty five thousand Dollars (\$125,000.00)**, of which the sum of **Fifteen Thousand and No/100 Dollars (\$15,000.00)** has heretofore been paid to the Seller, the receipt of which is hereby acknowledged, and the balance of **One Hundred Ten Thousand and No/100 Dollars (\$110,000.00)** is to be paid to the Seller, with interest on any part thereof at any time unpaid at the rate of **zero percent (-0-%)** per annum. This balance of purchase money and interest shall be paid in monthly installments of **One Hundred and No/100 Dollars (\$100.00)** each, or more at Purchaser's option, on the **11th** day of each month, beginning **07/11/04**; said payments to be applied first upon interest and the balance on principal, PROVIDED, the entire purchase money and interest shall be fully paid within **1** years from the date hereof, anything herein to the contrary notwithstanding.

FIRST AMERICAN TITLE

I hereby certify, based upon the records in my office, that there are no tax liens or titles held by the state, or by any individual, against the within description, and that all taxes due thereon have been paid for the 5 years next preceding the date of this instrument.

Daniel T. Kildner
10-19-04
SMR

- (c) Upon receiving payment in full of all sums owing herein, less the amount then due on any existing mortgage or mortgages, and the surrender of the duplicate of this contract, to execute and deliver to the Purchaser or the Purchaser's assigns, a good and sufficient Warranty Deed conveying title to said land, subject to aforesaid restrictions and easements and subject to any then existing mortgage or mortgages, and free from all other encumbrances, except such as may be herein set forth, and except such encumbrances as shall have accrued or attached since the date hereof through the acts or omission of persons other than the Seller or his assigns.
- (d) To deliver to the Purchaser as evidence of title, a Policy of Title insuring Purchaser, the effective date of the policy to be the date of this contract, and issued by **First American Title Insurance Company**.

2. THE PURCHASER AGREES AS FOLLOWS:

- (a) To purchase said land and pay the Seller the sum aforesaid, with the interest thereon, as above provided.
- (b) To use, maintain and occupy said premises in accordance with any and all restrictions thereon.
- (c) To keep the premises in accordance with all police, sanitary, and other regulations imposed by any governmental authority.
- (d) To pay all taxes, assessments hereafter levied on said premises before any penalty for non-payment attaches thereto, and submit receipts to Seller upon request, as evidence of payment thereof, also at all times to keep the buildings now or hereafter on the premises insured against loss and damage, in manner and to an amount approved by the Seller, and to deliver the policies as issued to the Seller with the premiums fully paid.

If the amount of the estimated monthly cost of taxes, assessments, and insurance is inserted in the following paragraph 2(e), then the method of the payment of these items as therein indicated shall be adopted. If this amount is not inserted, then paragraph 2(e) shall be of no effect and the method of payment provided in the preceding paragraph 2(d) shall be effective.

- (e) To pay monthly in addition to the monthly payments hereinbefore stipulated, the sum of Dollars (\$0.00) which is an estimate of the monthly cost of taxes, assessments, and insurance premiums for said premises, which shall be credited by the Seller on the unpaid principal balance due on the contract. If the purchaser is not in default under the terms of this contract, the Seller shall pay for the Purchaser's account, the taxes, assessments, and insurance premiums mentioned in paragraph 2(d) above when due and before any penalty attaches, and submit receipts therefore to the Purchaser upon demand. The amounts so paid shall be added to the principal balance of this contract. The amount of the estimated monthly payment, under this paragraph, may be adjusted from time to time so that the amount received shall approximate the total sum required annually for taxes, assessments, and insurance. This adjustment shall be made on demand of either of the parties and any deficiencies shall be paid by the Purchaser upon the Seller's demand.
- (f) That he has examined a Title Insurance Commitment dated **03/09/2004**, covering the above described premises, and is satisfied with the marketability of the title shown thereby, and has examined the above described premises and is satisfied with the physical condition of any structures thereon.
- (g) To keep and maintain the premises and the buildings thereon in as good condition as they are at the date hereof, reasonable wear and tear excepted, and not to commit waste, remove or demolish any improvements thereon, or otherwise diminish the value of the Seller's security, without the written consent of the Seller.

3. THE SELLER AND PURCHASER MUTUALLY AGREE AS FOLLOWS:

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- (a) That the Seller may, at any time during the continuance of this contract encumber said land by mortgage or mortgages to secure not more than the unpaid balance of this contract at the time such mortgage or mortgages are executed. Such mortgage or mortgages (1) shall provide for payment of principal and interest in monthly installments which do not exceed such installments provided for in this contract; (2) shall provide for a rate of interest on the unpaid balance of the mortgage debt which do not exceed the rate of interest provided in paragraph 1(b), or on such other terms as may be agreed upon by the Seller and Purchaser, and (3) shall be a first lien upon the land superior to the rights of the Purchaser herein, provided notice of the execution of said mortgage or mortgages containing the name and address of the mortgagee or his agent, the amount of such mortgage or mortgages, the rate of interest and maturity of the principal and interest shall be sent to the Purchaser by registered mail promptly after execution thereof. Purchaser will, upon demand, execute any instruments demanded by the Seller, necessary or requisite to subordinate the rights of the Purchaser hereunder to the lien of such mortgage or mortgages. In the event said Purchaser shall refuse to execute any instruments demanded by said Seller and shall refuse to accept such registered mail hereinbefore provided, or said registered mail shall be returned unclaimed, then the Seller may post such notice in two conspicuous places on said premises, and upon making affidavit duly sworn to of such posting, this proceeding shall operate the same as if said Purchaser had consented to the execution of said mortgage or mortgages, and Purchaser's rights shall be subordinate to said mortgage or mortgages as hereinbefore provided. The consent obtained, or subordinated, as otherwise herein provided, under or by virtue of the forgoing power, shall extend to any and all renewals or extensions or amendments of said mortgage or mortgages, after Seller has given notice to the Purchaser as above provided for, giving notice of the execution of said mortgage or mortgages.
- (b) That if the Seller's interest in the land is now or hereafter encumbered by mortgage, the Seller shall meet the payments of principal and interest thereon as they mature and produce evidence thereof to the Purchaser on demand, and in default of the Seller, said Purchaser may pay the same. Such payments by Purchaser shall be credited on the sums first maturing hereon, with interest at the rate provided in paragraph 1(b) on payments so made. If proceedings are commenced to recover possession or to enforce the payment of such contract or mortgage because of the Seller's default, the Purchaser may, at any time thereafter while such proceedings are pending, encumber said land by mortgage, securing such sum as can be obtained, upon such terms as may be required, and with the proceeds, pay and discharge such mortgage, or purchase money line. Any mortgage so given shall be a first lien upon the land superior to the rights of the Seller therein, and thereafter the Purchaser shall pay the principal and interest on such mortgage so given as they mature, which payment shall be credited on the sums matured or first maturing hereon. When the sum owing hereon is reduced to the amount owing upon such contract or mortgage or owing on any mortgage executed under either of the powers in this contract contained, a conveyance shall be made in the form above provided containing a covenant by the grantee to assume and agree to pay the same.
- (c) That if default is made by the Purchaser in the payment of any taxes, assessments, or insurance premiums, or in the payment of sums provided for in paragraph 2(e), or in the delivery of any policy as hereinbefore provided, the Seller may pay such taxes or premiums or procure such insurance and pay the premium or premiums thereon, and any sum or sums so paid shall be a further lien on the land and premises, payable by the Purchaser to the Seller, forthwith with interest at the rate as set forth in paragraph 1(b) hereof.
- (d) No assignment or conveyance by the Purchaser shall create any liability whatsoever against the Seller until a duplicate thereof, duly witnessed and acknowledged, together with the residence address of such assignee, shall be delivered to the Seller. Purchaser's liability hereunder shall not be released or affected in any way by delivery of such assignment, or by Seller's endorsement of receipt and/or acceptance thereon.
- (e) The Purchaser shall have the right to possession of the premises from and after the date hereof, unless otherwise herein provided, and be entitled to retain possession thereof only so long as there is no default on his part in carrying out the terms and conditions hereof. In the event the premises hereinabove

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described are vacant or unimproved, the Purchaser shall be deemed to be in constructive possession only, which possessory right shall cease and terminate after Service of a notice of forfeiture of this contract. Erection of signs by Purchaser on vacant unimproved property shall not constitute actual possession by him.

- (f) If the Purchaser shall fail to perform this contract or any part thereof, the Seller immediately after such default shall have the right to declare the same forfeited and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the premises, together with additions and accretions thereto, and consider and treat the Purchaser as his tenant holding over without permission and may take immediate possession of the premises, and the Purchaser and each and every other occupant removed and put out. In all cases where a notice of forfeiture is relied upon by the Seller to terminate rights hereunder, such notice shall specify all unpaid monies and other breaches of this contract and shall declare forfeiture of this contract to be effective 15 days after service, unless such money is paid and any other breaches of this contract are cured within that time.
- (g) If default is made by the Purchaser and such default continues for a period of forty-five days or more, and the Seller desires to foreclose this contract in equity, then the Seller shall have, at his option, the right to declare the entire unpaid balance hereunder to be due and payable forthwith, notwithstanding any herein contained to the contrary.
- (h) The wife of the Seller, for a valuable consideration, joins herein and agrees to join in the execution of the Deed to be made in fulfillment hereof.
- (i) Time shall be deemed to be of the essence of this contract.
- (j) The individual parties hereto represent themselves to be of full age, and the corporate parties hereto represent themselves to be valid existing corporations with their charters in full force and effect.
- (k) Any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this contract shall be presumed conclusively to have been served upon the Purchaser if such instrument is enclosed in an envelope with the first class postage fully prepaid, if said envelope is addressed to the Purchaser at the address set forth in the heading of this contract or at the latest other address which may have been specified by the Purchaser and receipted for in writing by Seller, and if said envelope is deposited in a United States Post Office Box.
- (l) **The undersigned hereby acknowledge that said purchaser can pay said Land Contract in full at anytime without a penalty.**

The pronouns and relative words herein used are written in the masculine and the singular only. If more than one joined in the execution hereof as Seller or Purchaser, or either be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, devisees, legatees, assigns, and successors of the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this contract in duplicate the day and year first above written.


Signed and Sealed:


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Hidden Forest, Inc., A Michigan Corporation

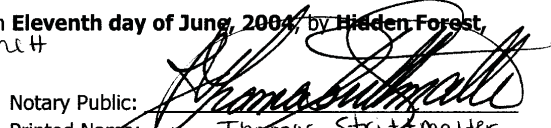

By: Billy G. DeJournett, Corporate
Officer


John Smith


Mindy Smith


STATE OF **Michigan** }
}ss
COUNTY OF **Genesee** }

The foregoing instrument was acknowledged before me on **Eleventh day of June, 2004**, by **Hidden Forest, Inc., a Michigan Corporation**. Billy G. DeJournett
Corp. Officer

Notary Public: 
Printed Name: Thomas Strittmatter
Genesee County, Michigan
My Commission Expires: 1-10-08

STATE OF **Michigan** }
}ss
COUNTY OF **Genesee** }

The foregoing instrument was acknowledged before me on **Eleventh day of June, 2004**, by **John Smith and Mindy Smith, husband and wife**.

Notary Public: 
Printed Name: Amy Rutherford
Genesee County, Michigan
My Commission Expires: 3-31-08

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EXHIBIT 'A'

Part of Section 10, Town 6 North, Range 5 East, Gaines Township, Genesee County, Michigan, described as: Beginning at a point that is North 00 degrees 58 minutes 24 seconds West, 2641.05 feet and South 88 degrees 14 minutes 49 seconds East 636.22 feet and North 09 degrees 12 minutes 29 seconds West, 129.83 (recorded 192.83) feet and North 87 degrees 46 minutes 49 seconds West, 400.00 feet and North 09 degrees 12 minutes 29 seconds West 375.00 feet and North 87 degrees 46 minutes 49 seconds West, 488.00 feet from the South 1/4 corner of said Section 10; thence South 28 degrees 43 minutes 57 seconds West, 953.54 feet; thence South 61 degrees 57 minutes West, 270.96 feet; thence South 89 degrees 57 minutes 05 seconds West, 210.66 feet; thence North 00 degrees 44 minutes 05 seconds East, 199.19 feet; thence North 87 degrees 44 minutes 05 seconds West, 58.00 feet; thence North 00 degrees 44 minutes 05 seconds East, 300.10 feet; thence North 0 degrees 07 minutes 00 seconds East, 498.98 feet; thence South 87 degrees 46 minutes 49 seconds East, 942.03 feet to the point of beginning

FR 10-10-300-021



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**DYNAMIC
REALTY**

PRES., J. THOMAS STRITTMATTER

WOODED LAKE ESTATES RULES AND REGULATIONS

1. **Architectural Review & Approval:** All improvements constructed must be aesthetically appealing, harmonious and complimentary to the 10 domiciles that share the 70 acres and 30-acre lake in Wooded Lake Estates. Where else in Genesee County can you and your family friends enjoy this secluded waterfront paradise!
 - A. Conceptual Rendering. Sketches/Drawings of front side and rear elevations of all improvements including exterior construction materials and a site plan are to be provided to the developer.
 - B. Final Approval shall be granted after a satisfactory review by the developer of a topographical survey and staked site plan certified by a licensed engineer. Samples of exterior colors and materials must be approved by the developer (such approval shall not be unreasonably withheld). Two sets of plans are to be submitted with one being returned sealed with approval while the developer retains the other.
 - C. The preservation of the natural features of each lot is important.
2. **Single Family:** residential housing only is permissible in Wooded Lake Estates. Carriage/Houses for use by temporary guests are welcomed.
3. **"Livable Floor Area.":** Twenty-Eight Hundred (2,800) square feet for ranches and Thirty-Two Hundred (3,200) square feet for one and a half story homes shall be the minimum standards.
4. **Garages:** All garages shall be designed with side or semi-side entry capable of accommodating not less than two (2) Doors must be of paneled wood or paneled metal.
5. **Parking:** All garage doors shall be closed at all times other than during ingress and egress of vehicles. No motor homes, campers, boat or snowmobile trailers may be parked or stored at the residence unless enclosed in the garages, excepting temporary parking not to exceed 48 hours. Commercial vehicles owned by the resident must be garaged at all times. The developer and/or homeowners association shall have the right to remove vehicles at owner's expense upon three (3) days of written notice posted on the vehicle.
6. **Similar Distance:** All residences must be of similar distance from the lakefront. Different building materials and colors shall be used for adjacent homes.
7. **Exterior Surfaces:** The majority if not all of visible exterior surfaces of the residences and "carriage houses" shall be constructed of brick, stone,

Dynamic Realty is committed to the philosophy that you can get all you desire from life if you help enough others get what they desire from life! What the mind can conceive and believe, the will can achieve!

1111 Church St. • Flint, Michigan 48502 • (810) 238-3900 • Fax (810) 238-8034
 P.O. Box 50918 • Indianapolis, Indiana 46250-0918 • (317) 578-7500 • Fax (317) 578-7200
 6739 Colony Drive • West Bloomfield, Michigan 48323 • (248) 366-2002 • Fax (248) 366-2003


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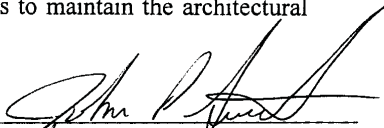
- cementitious stucco or types of materials such as "Dryvit or Wood" and shall have windows. Roofing materials shall be cedar split shakes, fiberglass/asphalt shingles (25 year guarantee) or other materials approved by the developer. No external air conditioners shall be placed in a window or wall. External air conditioning and heating equipment shall be located to minimize noise and are to be concealed by landscaping for example.
8. **Driveways:** All driveways and approaches shall be paved with asphalt, concrete, brick paves or other approved paving materials. Paving must be completed prior to occupancy unless prohibited by adverse weather conditions.
 9. **Chimneys:** All Chimneys shall have the entire height line fire resistant material and must be enclosed with brick, stone or if appropriate, whatever material the house is constructed of.
 10. **Landscaping:** Landscaping must be completed within 120 days after initial occupancy weather permitting and maintained properly in accordance with the approved landscaping plan. Landscaping shall be of high quality and size to be aesthetically appealing upon installation. Lawn areas shall be completed by sodding or hydro-seeding. Retaining walls must be of natural stone (not wood or masonry materials). No lawn ornaments or sculptures shall be places without the prior written permission of the developer. Owners must maintain their homesites in a manicured manner.
 11. **Swimming Pools:** Swimming Pools shall be inground and fenced with the mechanical equipment concealed from view.
 12. **Fences/Walls:** Anodized black, bronze or white aluminum picket fencing (4 feet in height) is acceptable material. Any fences or walls shall be incorporated onto the site plan & submitted to the developer or subsequent homeowners association for approval.
 13. **Children's Outdoor Play-sets:** Play-sets shall be primarily wood and located in an area that optimizes the overall aesthetics of the residence and the community.
 14. **Basketball Backboards:** Backboards shall be of clean Lucite with no graphics and located unobtrusively as possible and with the approval of the developer.
 15. **Underground Utilities:** All public utilities shall be underground to the extent possible recognizing the need of the supplier to effectuate installation at surface areas of the residence.
 16. **Hunting:** No hunting shall be permitted on the 70+/- acre parcel of Wooded Lake Estates.
 17. **Fishing:** Fishing is permitted on the shoreline of the homeowner's homesite and by boat on the entire lake. Fishing on the shoreline of other homeowner's property may only be done with the permission of the respective homeowner.
 18. **Boat Motors:** Electric boat motors are permitted on pleasure and/or fishing boats. NO gasoline engines are allowed.
 19. **Ice Shanties:** Ice Shanties are not allowed on the lake. However, a tent like "ice shanty" may be utilized while fishing and removed when not in use.
 20. **Construction:**

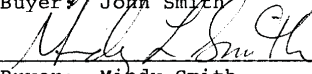
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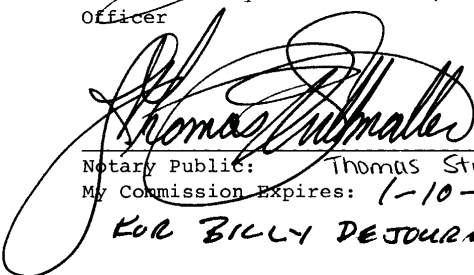
- A. A licensed builder must be the general contractor for all sub-trades to effectuate the construction of the improvements to the property. No owners, unless licensed by the State of Michigan, may act as a general contractor.
- B. **Responsibility:** The home site owner shall be responsible for having the respective contractor comply with all building requirements.
- C. **Hours and Duration of Construction:** Monday through Friday from 7:00am to until dark and 7:30am until dark on Saturday (developer may approve construction hours other than aforesated). Construction must be on a continual basis once started weather permitted.
- D. **Neatness and Organization:** The home site must be kept clean with building materials stored in neat and orderly manner.
- E. **Animals:** No horses or farm animals on the property. No more than one dog & one cat without approval of the developer or subsequent homeowner's association.

Notwithstanding anything to the contrary contained herein, the developer reserves the right to change or amend any of the aforesated guidelines to maintain the architectural and aesthetic appeal of Wooded Lake Estates.


Seller: Billy G. DeJournett, Corporate
Officer


Buyer: John Smith


Buyer: Mindy Smith


Notary Public: Thomas Strittmatter
My Commission Expires: 1-10-8 Genesee
County
FOR BILLY DEJOURNETT

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LAND CONTRACT

File No.: **795842 (KMP)**

Drafted by:

Hidden Forest, Inc, 4410 S. Dort Hwy, Flint, MI

When recorded return to:

Hidden Forest, Inc, 4410 S. Dort Hwy, Flint, MI

THIS CONTRACT, made this **Eleventh day of June, 2004**, between **Hidden Forest, Inc., a Michigan Corporation** hereinafter referred to as "THE SELLER," whose address is **4410 S. Dort Hwy, Flint, MI** and **John Smith and Mindy Smith, husband and wife** hereinafter referred to as "THE PURCHASER," whose address is **5300 S Elms Road, Swartz Creek, MI 48473**.

WITNESSETH:

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- (a) To sell and convey to the Purchaser, land in the **Township of Gaines**, County of **Genesee**, and State of **Michigan**, and particularly described as follows:

Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

Tax Parcel No. **Part of 10-10-300-030**

Commonly known as: **Seymour Road V/L, Swartz Creek, MI 48473**

together with all tenements, hereditaments, improvements and appurtenances, including all light fixtures, plumbing fixtures, shades, Venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, if any, and **NONE**, now on the premises, subject to all applicable building and use restrictions, and easements, if any, affecting the premises.

- (b) That the consideration for the sale of the above described premises to the Purchaser is **seventy five thousand Dollars (\$75,000.00)**, of which the sum of **eight thousand Dollars (\$8,000.00)** has heretofore been paid to the Seller, the receipt of which is hereby acknowledged, and the balance of **sixty-seven thousand Dollars (\$67,000.00)** is to be paid to the Seller, with interest on any part thereof at any time unpaid at the rate of **four percent (4.0%)** per annum. This balance of purchase money and interest shall be paid in monthly installments of **three hundred fifty Dollars (\$350.00)** each, or more at Purchaser's option, on the **11th** day of each month, beginning **July, 2004**; said payments to be applied first upon interest and the balance on principal, PROVIDED, the entire purchase money and interest shall be fully paid within **7 years** years from the date hereof, anything herein to the contrary notwithstanding.

FIRST AMERICAN TITLE

I hereby certify, based upon the records in my office, that there are no tax liens or titles held by the state, or by any individual, against the within description, and that all taxes due thereon have been paid for the 5 years next preceding the date of this instrument.

Daniel T. Kildan
10-10-04 Jms

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- (c) Upon receiving payment in full of all sums owing herein, less the amount then due on any existing mortgage or mortgages, and the surrender of the duplicate of this contract, to execute and deliver to the Purchaser or the Purchaser's assigns, a good and sufficient Warranty Deed conveying title to said land, subject to aforesaid restrictions and easements and subject to any then existing mortgage or mortgages, and free from all other encumbrances, except such as may be herein set forth, and except such encumbrances as shall have accrued or attached since the date hereof through the acts or omission of persons other than the Seller or his assigns.
- (d) To deliver to the Purchaser as evidence of title, a Policy of Title insuring Purchaser, the effective date of the policy to be the date of this contract, and issued by **First American Title Insurance Company**.

2. THE PURCHASER AGREES AS FOLLOWS:

- (a) To purchase said land and pay the Seller the sum aforesaid, with the interest thereon, as above provided.
- (b) To use, maintain and occupy said premises in accordance with any and all restrictions thereon.
- (c) To keep the premises in accordance with all police, sanitary, and other regulations imposed by any governmental authority.
- (d) To pay all taxes, assessments hereafter levied on said premises before any penalty for non-payment attaches thereto, and submit receipts to Seller upon request, as evidence of payment thereof, also at all times to keep the buildings now or hereafter on the premises insured against loss and damage, in manner and to an amount approved by the Seller, and to deliver the policies as issued to the Seller with the premiums fully paid.

If the amount of the estimated monthly cost of taxes, assessments, and insurance is inserted in the following paragraph 2(e), then the method of the payment of these items as therein indicated shall be adopted. If this amount is not inserted, then paragraph 2(e) shall be of no effect and the method of payment provided in the preceding paragraph 2(d) shall be effective.

- (e) To pay monthly in addition to the monthly payments hereinbefore stipulated, the sum of **0.00** Dollars (**\$0.00**) which is an estimate of the monthly cost of taxes, assessments, and insurance premiums for said premises, which shall be credited by the Seller on the unpaid principal balance due on the contract. If the purchaser is not in default under the terms of this contract, the Seller shall pay for the Purchaser's account, the taxes, assessments, and insurance premiums mentioned in paragraph 2(d) above when due and before any penalty attaches, and submit receipts therefore to the Purchaser upon demand. The amounts so paid shall be added to the principal balance of this contract. The amount of the estimated monthly payment, under this paragraph, may be adjusted from time to time so that the amount received shall approximate the total sum required annually for taxes, assessments, and insurance. This adjustment shall be made on demand of either of the parties and any deficiencies shall be paid by the Purchaser upon the Seller's demand.
- (f) That he has examined a Title Insurance Commitment dated **April 14, 2004**, covering the above described premises, and is satisfied with the marketability of the title shown thereby, and has examined the above described premises and is satisfied with the physical condition of any structures thereon.
- (g) To keep and maintain the premises and the buildings thereon in as good condition as they are at the date hereof, reasonable wear and tear excepted, and not to commit waste, remove or demolish any improvements thereon, or otherwise diminish the value of the Seller's security, without the written consent of the Seller.

3. THE SELLER AND PURCHASER MUTUALLY AGREE AS FOLLOWS:

Tax Parcel No.

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May 06, 2004
File No.: 795842 (KMP)

- (a) That the Seller may, at any time during the continuance of this contract encumber said land by mortgage or mortgages to secure not more than the unpaid balance of this contract at the time such mortgage or mortgages are executed. Such mortgage or mortgages (1) shall provide for payment of principal and interest in monthly installments which do not exceed such installments provided for in this contract; (2) shall provide for a rate of interest on the unpaid balance of the mortgage debt which do not exceed the rate of interest provided in paragraph 1(b), or on such other terms as may be agreed upon by the Seller and Purchaser, and (3) shall be a first lien upon the land superior to the rights of the Purchaser herein, provided notice of the execution of said mortgage or mortgages containing the name and address of the mortgagee or his agent, the amount of such mortgage or mortgages, the rate of interest and maturity of the principal and interest shall be sent to the Purchaser by registered mail promptly after execution thereof. Purchaser will, upon demand, execute any instruments demanded by the Seller, necessary or requisite to subordinate the rights of the Purchaser hereunder to the lien of such mortgage or mortgages. In the event said Purchaser shall refuse to execute any instruments demanded by said Seller and shall refuse to accept such registered mail hereinbefore provided, or said registered mail shall be returned unclaimed, then the Seller may post such notice in two conspicuous places on said premises, and upon making affidavit duly sworn to of such posting, this proceeding shall operate the same as if said Purchaser had consented to the execution of said mortgage or mortgages, and Purchaser's rights shall be subordinate to said mortgage or mortgagors as hereinbefore provided. The consent obtained, or subordinated, as otherwise herein provided, under or by virtue of the forgoing power, shall extend to any and all renewals or extensions or amendments of said mortgage or mortgages, after Seller has given notice to the Purchaser as above provided for, giving notice of the execution of said mortgage or mortgages.
- (b) That if the Seller's interest in the land is now or hereafter encumbered by mortgage, the Seller shall meet the payments of principal and interest thereon as they mature and produce evidence thereof to the Purchaser on demand, and in default of the Seller, said Purchaser may pay the same. Such payments by Purchaser shall be credited on the sums first maturing hereon, with interest at the rate provided in paragraph 1(b) on payments so made. If proceedings are commenced to recover possession or to enforce the payment of such contract or mortgage because of the Seller's default, the Purchaser may, at any time thereafter while such proceedings are pending, encumber said land by mortgage, securing such sum as can be obtained, upon such terms as may be required, and with the proceeds, pay and discharge such mortgage, or purchase money line. Any mortgage so given shall be a first lien upon the land superior to the rights of the Seller therein, and thereafter the Purchaser shall pay the principal and interest on such mortgage so given as they mature, which payment shall be credited on the sums matured or first maturing hereon. When the sum owing hereon is reduced to the amount owing upon such contract or mortgage or owing on any mortgage executed under either of the powers in this contract contained, a conveyance shall be made in the form above provided containing a covenant by the grantee to assume and agree to pay the same.
- (c) That if default is made by the Purchaser in the payment of any taxes, assessments, or insurance premiums, or in the payment of sums provided for in paragraph 2(e), or in the delivery of any policy as hereinbefore provided, the Seller may pay such taxes or premiums or procure such insurance and pay the premium or premiums thereon, and any sum or sums so paid shall be a further lien on the land and premises, payable by the Purchaser to the Seller, forthwith with interest at the rate as set forth in paragraph 1(b) hereof.
- (d) No assignment or conveyance by the Purchaser shall create any liability whatsoever against the Seller until a duplicate thereof, duly witnessed and acknowledged, together with the residence address of such assignee, shall be delivered to the Seller. Purchaser's liability hereunder shall not be released or affected in any way by delivery of such assignment, or by Seller's endorsement of receipt and/or acceptance thereon.
- (e) The Purchaser shall have the right to possession of the premises from and after the date hereof, unless otherwise herein provided, and be entitled to retain possession thereof only so long as there is no default on his part in carrying out the terms and conditions hereof. In the event the premises hereinabove

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described are vacant or unimproved, the Purchaser shall be deemed to be in constructive possession only, which possessory right shall cease and terminate after Service of a notice of forfeiture of this contract. Erection of signs by Purchaser on vacant unimproved property shall not constitute actual possession by him.

- (f) If the Purchaser shall fail to perform this contract or any part thereof, the Seller immediately after such default shall have the right to declare the same forfeited and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the premises, together with additions and accretions thereto, and consider and treat the Purchaser as his tenant holding over without permission and may take immediate possession of the premises, and the Purchaser and each and every other occupant removed and put out. In all cases where a notice of forfeiture is relied upon by the Seller to terminate rights hereunder, such notice shall specify all unpaid monies and other breaches of this contract and shall declare forfeiture of this contract to be effective 15 days after service, unless such money is paid and any other breaches of this contract are cured within that time.
- (g) If default is made by the Purchaser and such default continues for a period of forty-five days or more, and the Seller desires to foreclose this contract in equity, then the Seller shall have, at his option, the right to declare the entire unpaid balance hereunder to be due and payable forthwith, notwithstanding any herein contained to the contrary.
- (h) The wife of the Seller, for a valuable consideration, joins herein and agrees to join in the execution of the Deed to be made in fulfillment hereof.
- (i) Time shall be deemed to be of the essence of this contract.
- (j) The individual parties hereto represent themselves to be of full age, and the corporate parties hereto represent themselves to be valid existing corporations with their charters in full force and effect.
- (k) Any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this contract shall be presumed conclusively to have been served upon the Purchaser if such instrument is enclosed in an envelope with the first class postage fully prepaid, if said envelope is addressed to the Purchaser at the address set forth in the heading of this contract or at the latest other address which may have been specified by the Purchaser and receipted for in writing by Seller, and if said envelope is deposited in a United States Post Office Box.
- (l) **If land contract is paid off within 24 months seller to give \$3,000.00 discount off balance.**

The pronouns and relative words herein used are written in the masculine and the singular only. If more than one joined in the execution hereof as Seller or Purchaser, or either be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, devisees, legatees, assigns, and successors of the respective parties.


IN WITNESS WHEREOF, the parties hereto have executed this contract in duplicate the day and year first above written.

Signed and Sealed:

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Hidden Forest, Inc., A Michigan Corporation

By: Billy G. DeJournett, Corporate Officer


John Smith

Mindy Smith

STATE OF **Michigan** }
COUNTY OF **Genesee** }ss

The foregoing instrument was acknowledged before me on **Eleventh day of June, 2004**, by **Hidden Forest, Inc., a Michigan Corporation**. Billy DeJournett - Corp. Officer 

Notary Public: Thomas Strittmatter
 Printed Name: Thomas Strittmatter
 County, Michigan: Genesee
 My Commission Expires: 1-10-8

STATE OF **Michigan** }
 }ss
COUNTY OF **Genesee** }

The foregoing instrument was acknowledged before me on **Eleventh day of June, 2004**, by **John Smith and Mindy Smith, husband and wife**.

Notary Public: Amy D. Hetherford
 Printed Name: Amy D. Hetherford
Genesee County, Michigan
 My Commission Expires: 3-31-08

Tax-Parcel No.

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File No.: 795842 (KMP)

EXHIBIT 'A'

Part of Section 10, Town 6 North, Range 5 East, Gaines Township, Genesee County, Michigan, described as: Beginning at a point that is North 00 degrees 58 minutes 24 seconds West, 2641.05 feet from the South 1/4 corner of said Section 10; thence South 55 degrees 32 minutes 55 seconds West, 521.83 feet; thence North 74 degrees 23 minutes 38 seconds West, 210.00 feet; thence South 61 degrees 57 minutes 25 seconds West, 179.04 feet; thence North 28 degrees 43 minutes 57 seconds East, 953.54 feet; thence South 87 degrees 46 minutes 49 seconds East, 488.00 feet; thence South 09 degrees 12 minutes 29 seconds East, 375.00 feet; thence South 87 degrees 46 minutes 49 seconds East, 400.00 feet; thence South 09 degrees 12 minutes 29 seconds East, 129.83 (recorded 192.83) feet; thence North 88 degrees 14 minutes 49 seconds West, 636.22 feet to the point of beginning. Reserving 10 foot easement along the Southeasterly line of said parcel for drainage purposes.

TOGETHER with and subject to an easement for ingress and egress described as: Beginning at a point that is North 00 degrees 58 minutes 24 seconds West, 2641.05 feet along the North-South 1/4 line of Section 10, Town 6 North, Range 5 East, to the interior 1/4 corner of said Section 10 and South 88 degrees 14 minutes 49 seconds East, 636.22 feet and North 09 degrees 12 minutes 29 seconds West, 31.58 feet from the South 1/4 corner of Section 10 thence North 88 degrees 14 minutes 49 seconds West, 611.05 feet; thence on a curve to the left having a radius of 34.00 feet, an arc length of 55.02 feet, a central angle of 92 degrees 43 minutes 35 seconds, and a chord bearing and distance of South 45 degrees 23 minutes 24 seconds West, 49.21 feet; thence South 00 degrees 58 minutes 24 seconds East, 1157.22 feet; thence on a curve to the right having a radius of 141.00 feet, an arc length of 228.69 feet, a central angle of 92 degrees 55 minutes 39 seconds, and a chord bearing and distance of South 45 degrees 29 minutes 26 seconds West, 204.43 feet; thence North 88 degrees 02 minutes 45 seconds West, 162.88 feet; thence on a curve to the left having a radius of 500.00 feet, an arc length of 186.89 feet, a central angle of 21 degrees 24 minutes 56 seconds, and a chord bearing and distance of South 81 degrees 14 minutes 47 seconds West, 185.80 feet; thence on a curve to the right having a radius of 500.00 feet, an arc length of 186.89 feet; a central angle of 21 degrees 24 minutes 56 seconds, and a chord bearing and distance of South 81 degrees 14 minutes 47 seconds West 185.80 feet; thence North 88 degrees 02 minutes 45 seconds West, 252.92 feet; thence on a curve to the right having a radius of 66.00 feet, an arc length of 321.52 feet, a central angle of 279 degrees 07 minutes 06 seconds, and a chord bearing and distance of North 41 degrees 31 minutes 37 seconds East, 85.62 feet; thence South 88 degrees 02 minutes 45 seconds East, 198.37 feet; thence on a curve to the left having a radius of 434.00 feet, an arc length of 162.22 feet, a central angle of 21 degrees 24 minutes 56 seconds, and a chord bearing and distance of North 81 degrees 14 minutes 47 seconds East, 161.28 feet; thence on a curve to the right having a radius of 566.00 feet, an arc length of 211.55 feet, a central angle of 21 degrees 24 minutes 56 seconds, and a chord bearing and distance of North 81 degrees 14 minutes 47 seconds East, 210.33 feet; thence South 88 degrees 02 minutes 45 seconds East, 162.88 feet; thence on a curve to the left having a radius of 75.00 feet, an arc length of 121.64 feet, a central angle of 92 degrees 55 minutes 39 seconds, and a chord bearing and distance of North 45 degrees 29 minutes 26 seconds East, 108.74 feet; thence North 00 degrees 58 minutes 24 seconds West, 1157.22 feet; thence on a curve to the right having a radius of 100.00 feet, an arc length of 161.84 feet, a central angle of 92 degrees 43 minutes 35 seconds, and a chord bearing and distance of North 45 degrees 23 minutes 24 seconds East, 144.75 feet; thence South 88 degrees 14 minutes 49 seconds East, 598.27 feet; thence South 09 degrees 12 minutes 29 seconds East, 67.23 feet to the point of beginning.



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**DYNAMIC
REALTY**

PRES., J. THOMAS STRITTMATTER

WOODED LAKE ESTATES RULES AND REGULATIONS

1. **Architectural Review & Approval:** All improvements constructed must be aesthetically appealing, harmonious and complimentary to the 10 domiciles that share the 70 acres and 30-acre lake in Wooded Lake Estates. Where else in Genesee County can you and your family friends enjoy this secluded waterfront paradise!
 - A. Conceptual Rendering. Sketches/Drawings of front side and rear elevations of all improvements including exterior construction materials and a site plan are to be provided to the developer.
 - B. Final Approval shall be granted after a satisfactory review by the developer of a topographical survey and staked site plan certified by a licensed engineer. Samples of exterior colors and materials must be approved by the developer (such approval shall not be unreasonably withheld). Two sets of plans are to be submitted with one being returned sealed with approval while the developer retains the other.
 - C. The preservation of the natural features of each lot is important.
2. **Single Family:** residential housing only is permissible in Wooded Lake Estates. Carriage/Houses for use by temporary guests are welcomed.
3. **"Livable Floor Area.":** Twenty-Eight Hundred (2,800) square feet for ranches and Thirty-Two Hundred (3,200) square feet for one and a half story homes shall be the minimum standards.
4. **Garages:** All garages shall be designed with side or semi-side entry capable of accommodating not less than two (2) Doors must be of paneled wood or paneled metal.
5. **Parking:** All garage doors shall be closed at all times other than during ingress and egress of vehicles. No motor homes, campers, boat or snowmobile trailers may be parked or stored at the residence unless enclosed in the garages, excepting temporary parking not to exceed 48 hours. Commercial vehicles owned by the resident must be garaged at all times. The developer and/or homeowners association shall have the right to remove vehicles at owner's expense upon three (3) days of written notice posted on the vehicle.
6. **Similar Distance:** All residences must be of similar distance from the lakefront. Different building materials and colors shall be used for adjacent homes.
7. **Exterior Surfaces:** The majority if not all of visible exterior surfaces of the residences and "carriage houses" shall be constructed of brick, stone,

Dynamic Realty is committed to the philosophy that you can get all you desire from life if you help enough others get what they desire from life! What the mind can conceive and believe, the will can achieve!

1111 Church St. • Flint, Michigan 48502 • (810) 238-3900 • Fax (810) 238-8034
 P.O. Box 50918 • Indianapolis, Indiana 46250-0918 • (317) 578-7500 • Fax (317) 578-7200
 6739 Colony Drive • West Bloomfield, Michigan 48323 • (248) 366-2002 • Fax (248) 366-2003


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- cementitious stucco or types of materials such as "Dryvit or Wood" and shall have windows. Roofing materials shall be cedar split shakes, fiberglass/asphalt shingles (25 year guarantee) or other materials approved by the developer. No external air conditioners shall be placed in a window or wall. External air conditioning and heating equipment shall be located to minimize noise and are to be concealed by landscaping for example.
8. **Driveways:** All driveways and approaches shall be paved with asphalt, concrete, brick paves or other approved paving materials. Paving must be completed prior to occupancy unless prohibited by adverse weather conditions.
 9. **Chimneys:** All Chimneys shall have the entire height line fire resistant material and must be enclosed with brick, stone or if appropriate, whatever material the house is constructed of.
 10. **Landscaping:** Landscaping must be completed within 120 days after initial occupancy weather permitting and maintained properly in accordance with the approved landscaping plan. Landscaping shall be of high quality and size to be aesthetically appealing upon installation. Lawn areas shall be completed by sodding or hydro-seeding. Retaining walls must be of natural stone (not wood or masonry materials). No lawn ornaments or sculptures shall be places without the prior written permission of the developer. Owners must maintain their homesites in a manicured manner.
 11. **Swimming Pools:** Swimming Pools shall be inground and fenced with the mechanical equipment concealed from view.
 12. **Fences/Walls:** Anodized black, bronze or white aluminum picket fencing (4 feet in height) is acceptable material. Any fences or walls shall be incorporated onto the site plan & submitted to the developer or subsequent homeowners association for approval.
 13. **Children's Outdoor Play-sets:** Play-sets shall be primarily wood and located in an area that optimizes the overall aesthetics of the residence and the community.
 14. **Basketball Backboards:** Backboards shall be of clean Lucite with no graphics and located unobtrusively as possible and with the approval of the developer.
 15. **Underground Utilities:** All public utilities shall be underground to the extent possible recognizing the need of the supplier to effectuate installation at surface areas of the residence.
 16. **Hunting:** No hunting shall be permitted on the 70+/- acre parcel of Wooded Lake Estates.
 17. **Fishing:** Fishing is permitted on the shoreline of the homeowner's homesite and by boat on the entire lake. Fishing on the shoreline of other homeowner's property may only be done with the permission of the respective homeowner.
 18. **Boat Motors:** Electric boat motors are permitted on pleasure and/or fishing boats. NO gasoline engines are allowed.
 19. **Ice Shanties:** Ice Shanties are not allowed on the lake. However, a tent like "ice shanty" may be utilized while fishing and removed when not is use.
 20. **Construction:**

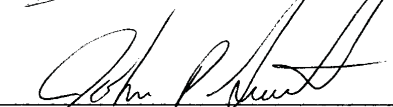
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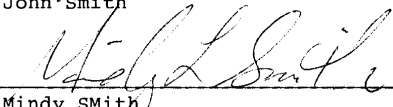
- A. A licensed builder must be the general contractor for all sub-trades to effectuate the construction of the improvements to the property. No owners, unless licensed by the State of Michigan, may act as a general contractor.
- B. Responsibility: The home site owner shall be responsible for having the respective contractor comply with all building requirements.
- C. Hours and Duration of Construction: Monday through Friday from 7:00am to until dark and 7:30am until dark on Saturday (developer may approve construction hours other than aforesated). Construction must be on a continual basis once started weather permitted.
- D. Neatness and Organization: The home site must be kept clean with building materials stored in neat and orderly manner.
- E. Animals: No horses or farm animals on the property. No more than one dog & one cat without approval of the developer or subsequent homeowner's association.

Notwithstanding anything to the contrary contained herein, the developer reserves the right to change or amend any of the aforesated guidelines to maintain the architectural and aesthetic appeal of Wooded Lake Estates.

Hidden Forest, Inc. A Michigan Corporation

By: 
Billy G. DeJournett, Corporate Officer


John Smith


Mindy Smith

The foregoing instrument was acknowledged before me on June 11th, 2004 by Billy G. DeJournett, Corporate Officer of Hidden Forest, Inc. and John Smith and Mary Smith, husband and wife


Thomas Strittmatter
NOTARY R. CON. EXPIRES 1-10-8 Genesee County

Instr: 200501260000505 01/25/2005
P: 1 of 2 F: \$17.00 12:57PM
Melvin Phillip McGree T20050002646
Genesee County Register HL

EASEMENT FOR UNDERGROUND ELECTRIC LINE

Form 468 11-2004
Tax Code# 255448
Jtl'n Wo# 06117517

Parties: "Owner" is JOHN P. SMITH AND MINDY L. SMITH, husband and wife
Owner's address is 5300 S. Elms Road, Swartz Creek, Michigan 48473
Owner's property address 6256 Hidden Forest Drive, Swartz Creek, Michigan 48473 (Parcels 7 & 8)

"Consumers" is CONSUMERS ENERGY COMPANY, a Michigan corporation. Consumers' address is One Energy Plaza, Jackson, Michigan 49201.

Grant of Easement: For good and valuable consideration, Owner grants Consumers a permanent easement for underground electric line in, on, under, and across a portion of "Owner's Land," called the "Easement Area." Owner's Land is in the Township of Gaines, County of Genesee, and State of Michigan and is described as:

Part of Section 10, T6N-R5E, and beginning at a point that is N00°58'24"W 2641.05 feet from the South 1/4 corner of said Section 10; thence S88°14'49"E 636.22 feet; thence N09°12'29"W 129.83 (recorded 192.83) feet; thence N87°46'49"W 400.00 feet; thence N09°12'29"W 375.00 feet; thence N87°46'49"W 488.00; thence continuing N87°46'49"W 942.03; thence S00°07'00"W 498.98 feet; thence S00°44'05"W 300.10; thence S87°44'05"E 58.00 feet; thence S00°44'05"W 199.19 feet; thence N89°57'05"E 210.66 feet; thence N61°57'25"E 270.96 feet; thence continuing N61°57'25"E 179.04 feet; thence S74°23'38"E 210.00 feet; thence N55°32'55"E 521.83 feet to the point of beginning.

The Easement Area is within Owner's Land and is described as a 12 foot-wide strip of land, being 6 feet on each side of the underground lines as constructed on Owner's Land, the line approximately located beginning at a point 40 feet North of the point of intersection of the East-West running Michigan gas storage line and the West line of Hidden Forest Drive as located on Owner's Land; thence running Westerly, 40 feet North of and parallel to the Michigan gas storage line, across the center of Owner's Land about 570 feet; thence running Northerly, crossing the driveway, about 240 feet to the point of ending at the transformer box. Consumers may extend or attach additional underground electric lines outside the Easement Area running laterally from the main electric line to the West edge(s) of Owner's Land, in which event the Easement Area shall include a 12 foot-wide strip of land, being 6 feet on each side of each such lateral line, as constructed on Owner's Land.

Purpose: The purpose of the easement is to grant Consumers the right to enter Owner's Land to construct, operate, inspect, maintain, replace, improve, remove, and enlarge an underground electric line in the Easement Area. The underground electric lines may consist of underground cables (including fiber-optic cable), conduits, wires, conductors, subsurface junction vaults, surface-mounted transformers and enclosures, and other equipment for transmitting and distributing electrical energy and communications signals.

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Trees and Other Vegetation: Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation inside the Easement Area.

Buildings/Structures: Owner shall not: 1) locate any buildings, structures, septic systems, drain fields, ponds, or swimming pools within the Easement Area, 2) plant any trees within the Easement Area, or 3) change the ground elevation within the Easement Area. If Owner violates this provision, Owner shall reimburse Consumers for any expenses Consumers incurs correcting the violation. If Consumers corrects the violation by relocating the electric line or lateral line on Owner's Land, this easement shall automatically apply to such relocated line.

Exercise of Easement: Grantee's nonuse or limited use of this Easement shall not preclude Grantee's later use of this Easement to its full extent.

Successors: This easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Date: Dec 21, 2004

Owner:

John P. Smith
John P. Smith

Mindy L. Smith
Mindy L. Smith

Acknowledgment

The foregoing instrument was acknowledged before me in Genesee County, Michigan,
on Dec 21, 2004 by John P. Smith and Mindy L. Smith, husband and wife
Date Print Owner's Name(s)

Sabchet Matrice Ringle
SABCHET MATRICE RINGLE Notary Public
Genesee County, Michigan
Acting in Genesee County
My Commission expires: 2010 9-26-2010

This easement is exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to the provisions of MCLA 207.526(f).

Prepared By: Jill L. Jedele
Consumers Energy Company
3201 E. Court St.
Flint, MI 48501

After recording, return to:
Nancy P Fisher, EP7-439
Business Services
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

Joseph Chudy and Mary Chudy, his wife and in her own right:

of the first part, in consideration of One Dollars (\$ 1.00) to them paid by the MICHIGAN GAS STORAGE COMPANY, a Michigan corporation, 212 Michigan Avenue, West, Jackson, Michigan, party of the second part, receipt of which is hereby acknowledged, Convey and Warranty to the party of the second part, its successors and assigns, Forever, the easement and right to lay, construct and maintain one or more lines of gas mains, with the usual connections and accessories, for the purpose of transmitting gas, in, through and across the following described parcel of land, including all public highways upon or adjacent to said parcel, which parcel is situate in the Township of Gaines County of Genesee and State of Michigan, to-wit:

The North 300 feet of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 10, Township 6 North, Range 5 East.

The route to be taken by said gas mains across said land being more specifically described as follows:

One gas main to run in an Easterly and Westerly direction in, under, through and across said above described land and one gas main to run in an Easterly and Westerly direction in, under, through and across said land and not more than 50 feet from the centerline of the main first above described.

Together with the full right and authority unto the party of the second part, its successors and assigns, and its and their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing, substituting, removing, enlarging, replacing and maintaining said gas mains, services, connections and accessories. Not more than two lines of gas mains may be laid and constructed hereunder. Said lines will not be constructed concurrently, and the second line may be commenced and completed at any time subsequent to the completion of the initial line. Party of the second part shall pay said part of the first part at the rate of One Dollars (\$ 1.00) per rod for each line of mains laid on said premises, payable, in full as to said first line, together with one-half of the consideration for said second line, on or before the date on which the construction of said first line commences, and the balance of the consideration for said second line to be paid before construction commences on said second line. Party of the second part shall also pay for all damage to crops, trees or fences in laying or maintaining said gas mains. Soil drainage systems, if any, upon said premises, shall be left in as good a condition as found.

WITNESS the hand and seal of the party of the first part this 11th day of July, 1963.

Signed, Sealed and Delivered in Presence of

George J. Chudy RECEIVED Chudy (L.S.)
Mary Chudy RECEIVED Mary Chudy (L.S.)
Chudy Chudy (L.S.)
Chudy Chudy (L.S.)
GENESEE COUNTY
MICHIGAN (L.S.)

STATE OF MICHIGAN

County of Genesee

On this 11th day of July, 1963, before me, a Notary Public of Jackson County, Michigan, acting in Genesee County, personally appeared, Joseph Chudy and Mary Chudy to me known to be the same persons named in and who executed the foregoing instrument and severally acknowledged the execution of the same to be their free act and deed.

Charles H. Gilvey
Notary Public, Jackson County, Mich.

My commission expires October 2, 1966

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Decd 1503



Deed Restrictions, Restrictive Covenants, Rules & Regulations

The conveyances to the following described property situated in the Township of Gaines, County of Genesee, State of Michigan

Legally described as: Parcels 1 through 9, Section 10, T6N, R5E, Gaines Township, Genesee County, Michigan Attached as **exhibit "A"** and by this reference incorporated herein.

Commonly known as: Seymour Rd, Swartz Creek, Michigan

Tax Parcel #: 10-10-300-030

is subject to the following Deed Restrictions, Restrictive Covenants, Rules & Regulations.

1. **Single Family Residences:** The lots described herein shall be used for single – Family residential purposes only, and no other building shall be erected, constructed or maintained on the lot other than a single detached one- family dwelling and one private garage. Notwithstanding any language to the contrary with the written approval by the developer or subsequent homeowners association and carriage or guest house may be constructed under the guideline herein, provided said structure is used for temporary guests only.
2. **"Livable Floor Area":** All single family residences shall have the following minimum livable floor area: Twenty- Eight Hundred (2,800) square feet for single family residential ranch style homes and Thirty- Two Hundred (3,200) square feet for one and a half or two story single family homes.
3. **Garages:** All garages shall be attached to the main residence and shall be designed with side or semi-side entry capable of accommodating not less than two (2) Doors. All garage doors must be of paneled wood or paneled metal. Garage doors shall be closed at all times other than during ingress and egress of vehicles.
4. **Parking:** All motor homes, campers, boats, bicycles, motorcycles, snowmobiles, trailers and/or other recreational vehicles shall be parked or stored in the enclosed garage. Notwithstanding any language to the contrary temporary parking of the

FIRST AMERICAN TITLE

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aforementioned vehicles is permitted but it shall not to exceed 48 continuous hours. The developer and/or subsequent homeowners association shall have the right to remove vehicles at owner's expense after three (3) days of written notice to remove said vehicle. Said written notice shall be posted or attached to the vehicle.

5. **Commercial Vehicles:** Commercial Vehicles owned by any resident shall be parked in the garage at all times. The developer and/or subsequent homeowners association shall have the right to remove vehicles at owner's expense after three (3) days of written notice to remove said vehicle. Said written notice shall be posted or attached to the vehicle.
6. **Building Distance from Lakefront:** All residences must be an equal distance as possible from the lakefront.
7. **Exterior Surfaces:** The majority if not all of visible exterior surfaces of the residences and "carriage houses" shall be constructed of brick, stone, cement/stucco or types of materials such as "Dryvit or Wood". Roofing materials shall be cedar split shakes, fiberglass/asphalt shingles (25 year guarantee) or other materials approved by the developer.
8. **External Heating or Air Units.** External air conditioners or heating units shall not be located in any window or wall. External air conditioning and heating equipment shall be located on said property to minimize noise and are to be concealed by landscaping.
9. **Driveways:** All driveways and approaches shall be paved with asphalt, concrete, brick paves or other approved paving materials. Paving must be completed prior to occupancy unless prohibited by adverse weather conditions.
10. **Chimneys:** All chimneys shall be completely constructed with fire resistant material. All chimneys must be enclosed with brick, stone, or other similar and approved substance of what the residence has been constructed.
11. **Landscaping:** Landscaping must be completed within 120 days after initial occupancy weather permitting and maintained properly in accordance with the approved landscaping plan. Landscaping shall be of high quality and size to be aesthetically appealing upon installation. Lawn areas shall be completed by sodding or hydro-seeding. Retaining walls must be of natural stone (not wood or masonry materials). No lawn ornaments or sculptures shall be placed without the prior written permission of the developer or subsequent homeowners association. Owners must maintain their home sites in a manicured and professional manner.
12. **Swimming Pools:** Swimming Pools shall be built in ground and fenced. Any and all mechanical equipment servicing said pool shall be concealed from view.
13. **Fences/Walls:** Unless otherwise approved by the developer or subsequent homeowners association all fences shall be of anodized black, bronzed or white aluminum picket in style fencing and shall be four foot in height. All fences or walls shall be incorporated onto the site plan & submitted to the developer or subsequent homeowners association for approval.
14. **Children's Outdoor Play-sets:** Play-sets shall be primarily wood and located in an area that optimizes the overall aesthetics of the residence and the community.

15. **Basketball Backboards:** Backboards shall be of clean Lucite with no graphics and located unobtrusively as possible and with the approval of the developer or subsequent homeowners association
16. **Underground Utilities:** All public utilities shall be underground to the extent possible recognizing the need of the supplier to effectuate installation at surface areas of the residence.
17. **Hunting & Target Shooting:** No firearm hunting or target shooting shall be permitted on the 70+/-acres parcel Wooded Lake Estates.
18. **Fishing:** Fishing is permitted on the shoreline of the homeowner's home site and by boat on the entire lake. Fishing on the shoreline of any adjacent homeowner's property may only be done with the permission of the respective homeowner.
19. **Boat Motors:** Electric boat motors are permitted on pleasures and/or fishing boats. No gasoline engines are allowed.
20. **Ice Shanties:** Ice Shanties are not allowed on the lake. However, a tent like "ice shanty" may be utilized while fishing and removed when not in use.
21. **Walk Outs.** All walkouts from basement of first floor must be approved by the developer or subsequent homeowners association, with such approval not be unreasonably withheld.
22. **Construction:**
 - A. **Architectural Review & Approval:** All improvements constructed must be aesthetically appealing, harmonious and complimentary to the 10 domiciles that share the 70 acres and 30 acre lake in Wooded Lake Estates.
 - B. **Final Approval:** Final Approval shall be granted after a satisfactory review by the developer of a topographical survey and staked site plan certified by a licensed engineer. Samples of exterior colors and materials must be approved by the developer or subsequent homeowners association, with such approval not be unreasonably withheld.
 - C. **Building Plans:** The homeowner must submit two sets of plans with one being returned, sealed with approval; while the developer or subsequent homeowners association retains the other.
 - D. **Conceptual Rendering:** Sketches/Drawings of front side and rear elevations of all improvements including exterior construction materials and a site plan are to be provided to the developer or subsequent homeowners association. Different building materials and colors shall be used for adjacent homes.
 - E. **Preservation of Natural Features:** The homeowner in the design shall make every effort to preserve the natural features of the development.
 - F. **Licensed Builder:** A licensed builder must be retained as the general contractor for all sub-contractors to effectuate the construction of the improvements to the property. Owners of the property unless licensed by the State of Michigan, may not act as a general contractor.
 - G. **Licenses and Permits:** The home site owner shall be responsible for having the respective general contractor comply with any and all building requirements and to obtain the necessary and required permits to begin and continue construction.

- H. **Hours and Duration of Construction:** Unless otherwise approved by the developer or subsequent homeowners association hours of construction shall be Monday through Friday from 7:00 am until dark and 7:30 pm until dark on Saturday. Weather permitting once construction has started it must be on a continual basis, and uninterrupted basis, until completed
- I. **Neatness and Organization:** The home site must be kept clean with building materials stored in a neat and orderly manner.
- J. **Farm Animals:** No horses or farm animals are permitted on the property.
- K. **Dogs and Cats:** Unless otherwise approved by the developer or subsequent homeowner's association no more than one dog & one cat per residence is permitted.

Notwithstanding anything to the contrary herein, the developer or subsequent homeowners association reserves the right to change and/or amend any of the aforesaid Deed Restrictions, Restrictive Covenants, and Rules & Regulations to maintain the architectural and aesthetic appeal of Wooded Lake Estates.

Notwithstanding any language to the contrary, this document formalizes and replaces any and all deed restrictions, covenants, and rules and regulations that may have been executed and/or attached to any properties being sold via outright purchase or pursuant to terms of a land contract.

Witnesses:

Kathy L. Birchmeier
Kathy L. Birchmeier
Donna E. Lamson
Donna E. Lamson

Hidden Forest, Inc.

Robert Piesko
Robert Piesko
President

STATE OF MICHIGAN)
GENESEE COUNTY)

The foregoing instrument was acknowledged before me this 30 day of June, 2004, by Robert Piesko, President of Hidden Forest, Inc.

Kathy L. Birchmeier
Kathy L. Birchmeier, Notary Public
State of Michigan, County of Genesee
My commission expires: 7/28/2004
Acting in the County of Genesee

When recorded return to: Hidden Forest Inc. PO Box 8154 4410 S. Dort Highway
Flint, Mi 48501 Prepared by Robert Piesko

April 16, 2004

**LEGAL DESCRIPTIONS FOR PARCELS 1-9,
SECTION 10, T6N, R5E, GAINES TOWNSHIP, GENESEE COUNTY, MICHIGAN**

LEGAL DESCRIPTION: PARCEL 1

Part of Section 10, T6N, R5E, Gaines Township, Genesee County, Michigan, described as: Beginning at a point that is N00°58'24"W, 1,320.75 feet and N88°02'45"W, 326.81 feet and S75°07'23"W, 238.45 feet and N88°02'45"W, 399.75 feet from the South 1/4 corner of Section 10; thence N88°02'45"W, 375.88 feet; thence N00°44'05"E, 1094.85 feet; thence S87°44'05"E, 58.00 feet; thence S00°44'05"W, 199.19 feet; thence N89°57'05"E, 210.66 feet; thence N61°57'25"E, 107.34 feet; thence S05°41'54"E, 424.85 feet; thence S04°25'48"W, 535.60 feet to the Point of Beginning. Containing 8.42 acres, more or less. Reserving therefrom a 10 foot easement along the East line of said Parcel 1 for drainage purposes. Subject to and including an easement for ingress and egress over the above described parcel.

LEGAL DESCRIPTION: PARCEL 2

Part of Section 10, T6N, R5E, Gaines Township, Genesee County, Michigan, described as: Beginning at a point that is N00°58'24"W, 1320.75 feet and N88°02'45"W, 326.81 feet and S75°07'23"W, 238.45 feet from the South 1/4 corner of said Section 10: thence N88°02'45"W, 399.75 feet; thence N04°25'48"E, 535.60 feet; thence N05°41'54"W, 424.85 feet; thence S22°25'08"E, 1049.72 feet to the Point of Beginning. Containing 3.93 acres, more or less. Reserving therefrom a 10 foot easement along the West line of said Parcel 2 for drainage purposes. Subject to and including an easement for ingress and egress over the above described parcel.

LEGAL DESCRIPTION: PARCEL 3

Part of Section 10, T6N, R5E, Gaines Township, Genesee County, Michigan, described as: Beginning at a point that is N00°58'24"W, 1320.75 feet and N88°02'45"W, 326.81 feet and N26°15'17"W, 11.32 feet from the South 1/4 corner of said Section 10: thence along a curve to the left having a radius of 500.00 feet, an arc length of 181.54 feet, a central angle of 20°48'10" and a chord bearing and distance of S80°56'24"W, 180.54 feet thence along a curve to the right having a radius of 500.00 feet, an arc length of 60.39 feet and a chord bearing and distance of S73°59'55"W, 60.35 feet; thence N22°25'08"W, 1021.27 feet; thence N61°57'25"E, 163.62 feet; thence S26°15'17"E, 1088.20 feet to the Point of Beginning. Containing 4.77 acres, more or less. Reserving therefrom a 10 foot easement along the Easterly line of said Parcel 3 for drainage purposes. Subject to and including an easement for ingress and egress over the above described parcel.

4-6

LEGAL DESCRIPTION: PARCEL 4

Part of Section 10, T6N, R5E, Gaines Township, Genesee County, Michigan, described as: Beginning at a point that is N00°58'24"W, 1320.75 feet and N88°02'45"W, 326.81 feet and N26°15'17"W, 11.32 feet from the South 1/4 corner of Section 10; thence continuing N26°15'17"W, 1088.20 feet; thence N61°57'25"E, 46.87 feet; thence S41°30'02"E, 1137.59 feet; thence S00°58'24"E, 8.37 feet; thence along a curve to the right having a radius of 141.00 feet, an arc length of 228.69 feet, a central angle of 92°55'39", and a chord bearing and distance of S45°29'26"W, 204.43 feet; thence N88°02'45"W, 162.88 feet; thence along a curve to the left having a radius of 500.00 feet, an arc length of 5.35 feet, a central angle of 00°36'46", and a chord bearing and distance of N88°21'08"W, 5.35 feet to the Point of Beginning. Containing 5.38 acres, more or less. Reserving therefrom a 10 foot easement along the Westerly line of said Parcel 4 for drainage purposes. Subject to and including an easement for ingress and egress over the above described parcel.

LEGAL DESCRIPTION: PARCEL 5

Part of Section 10, T6N, R5E, Gaines Township, Genesee County, Michigan, described as: Beginning at a point that is N00°58'24"W, 1470.75 feet and N41°30'02"W, 23.08 feet from the South 1/4 corner of Section 10; thence N41°30'02"W, 1137.59 feet; thence N61°57'25"E, 50.69 feet; thence S58°16'09"E, 824.84 feet; thence S00°58'24"E, 442.09 feet to the Point of Beginning. Containing 4.17 acres, more or less. Reserving therefrom a 10 foot easement along the Northeasterly line of said Parcel 5 for drainage purposes. Subject to and including an easement for ingress and egress over the above described parcel.

LEGAL DESCRIPTION: PARCEL 6

Part of Section 10, T6N, R5E, Gaines Township, Genesee County, Michigan, described as: Beginning at a point that is N00°58'24"W, 1920.75 feet and N58°16'09"W, 17.83 feet from the South 1/4 corner of Section 10; thence N58°16'09"W, 824.84 feet; thence N61°57'25"E, 81.48 feet; thence S74°23'38"E, 210.00 feet; thence N55°32'55"E, 503.85 feet; thence S00°58'24"E, 700.75 feet to the Point of Beginning. Containing 4.73 acres, more or less. Reserving therefrom 10 foot easements along the Southwesterly and Northwesterly lines of said Parcel 6 for drainage purposes. Subject to and including an easement for ingress and egress over the above described parcel. Also reserving a 300 foot Michigan Gas Storage Company easement recorded in Liber 1503, Page 402, Genesee County Records.

LEGAL DESCRIPTION: PARCEL 7

Part of Section 10, T6N, R5E, Gaines Township, Genesee County, Michigan, described as: Beginning at a point that is N00°58'24"W, 2641.05 feet from the South 1/4 corner of said Section 10; thence S55°32'55"W, 521.83 feet; thence N74°23'38"W, 210.00 feet; thence S61°57'25"W, 179.04 feet; thence N28°43'57"E, 953.54 feet; thence S87°46'49"E, 488.00 feet; thence S09°12'29"E, 375.00 feet; thence S87°46'49"E, 400.00 feet; thence S09°12'29"E, 129.83 feet; thence N88°14'49"W, 636.22 feet to the Point of Beginning. Containing 12.02 acres, more or less. Reserving therefrom 10 foot easements along the Southeasterly line of said Parcel 7 for drainage purposes. Subject to and including an easement for ingress and egress over the above described parcel. Also reserving a 300 foot Michigan Gas Storage Company easement recorded in Liber 1503, Page 402, Genesee County Records.

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LEGAL DESCRIPTION: PARCEL 8

Part of Section 10, T6N, R5E, Gaines Township, Genesee County, Michigan, described as: Beginning at a point that is N00°58'24"W, 2641.05 feet and S88°14'49"E, 636.22 feet and N09°12'29"W, 129.83 feet and N87°46'49"W, 400.00 feet and N09°12'29"W, 375.00 feet and N87°46'49"W, 488.00 feet from the South 1/4 corner of said Section 10; thence S28°43'57"W, 953.54 feet; thence S61°57'25"W, 270.96 feet; thence S89°57'05"W, 210.66 feet; thence N00°44'05"E, 199.19 feet; thence N87°44'05"W, 58.00 feet; thence N00°44'05"E, 300.10 feet; thence N02°07'00"E, 498.98 feet; thence thence S87°46'49"E, 942.03 feet to the Point of Beginning. Containing 15.21 acres, more or less. Subject to and including an easement for ingress and egress over the above described parcel. Also reserving a 300 foot Michigan Gas Storage Company easement recorded in Liber 1503, Page 402, Genesee County Records.

LEGAL DESCRIPTION: PARCEL 9

Part of Section 10, T6N-R5E, Gaines Township, Genesee County, Michigan, described as: Beginning at a point on the North-South 1/4 line of said Section 10 that is N00°58'24"W, 1320.75 feet from the South 1/4 Corner of Section 10; thence N88°02'45"W, 326.81 feet; thence S00°55'00"E, 378.49 feet; thence S89°05'00"W, 236.27 feet; thence N00°02'56"W, 321.00 feet; thence N22°25'08"W, 28.45 feet; thence on a curve to the left having a radius of 500.00 feet, an arc length of 60.39 feet, a central angle of 06°55'12", and a chord bearing and distance of N73°59'55"E, 60.35 feet; thence on a curve to the right having a radius of 500.00 feet, an arc length of 186.89 feet, a central angle of 21°24'56", and a chord bearing and distance of N81°14'47"E, 185.80 feet; thence S88°02'45"E, 162.88 feet; thence on a curve to the left having a radius of 141.00 feet, an arc length of 228.69 feet, a central angle of 92°55'39", and a chord bearing and distance of N45°29'26"E, 204.43 feet; thence N00°58'24"W, 1151.20 feet; thence N55°32'55"E, 17.98 feet to the Interior 1/4 Corner of Section 10; thence S00°58'24"E, 1320.30 feet along the North-South 1/4 line, to the POINT OF BEGINNING. Containing 2.66 acres, more or less.

APRIL 1, 2004

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Malvin Phillip McCree T20040025417
Genesee County Register TC

6-6

**LEGAL DESCRIPTION: PRIVATE ROAD EASEMENT FOR INGRESS AND EGRESS FOR
PARCEL SPLIT, SECTION 10, T6N, R5E, GAINES TOWNSHIP, GENESEE COUNTY,
MICHIGAN**

Part of Section 10, T6N-R5E, Gaines Township, Genesee County, Michigan, described as:
Beginning at a point that is N00°58'24"W, 2641.05 feet along the North-South 1/4 line of Section
10 to the Interior 1/4 Corner of said Section 10 and S88°14'49"E, 636.22 feet and N09°12'29"W,
31.58 feet from the South 1/4 Corner of Section 10; thence N88°14'49"W, 611.05 feet; thence
on a curve to the left having a radius of 34.00 feet, an arc length of 55.02 feet, a central angle of
92°43'35", and a chord bearing and distance of S45°23'24"W, 49.21 feet; thence S00°58'24"E,
1157.22 feet; thence on a curve to the right having a radius of 141.00 feet, an arc length of
228.69 feet, a central angle of 92°55'39", and a chord bearing and distance of S45°29'26"W,
204.43 feet; thence N88°02'45"W, 162.88 feet; thence on a curve to the left having a radius of
500.00 feet, an arc length of 186.89 feet, a central angle of 21°24'56", and a chord bearing and
distance of S81°14'47"W, 185.80 feet; thence on a curve to the right having a radius of 500.00
feet, an arc length of 186.89 feet, a central angle of 21°24'56", and a chord bearing and
distance of S81°14'47"W, 185.80 feet; thence N88°02'45"W, 252.92 feet; thence on a curve to
the right having a radius of 66.00 feet, an arc length of 321.52 feet, a central angle of
279°07'36", and a chord bearing and distance of N41°31'37"E, 85.62 feet; thence S88°02'45"E,
198.37 feet; thence on a curve to the left having a radius of 434.00 feet, an arc length of 162.22
feet, a central angle of 21°24'56", and a chord bearing and distance of N81°14'47"E, 161.28
feet; thence on a curve to the right having a radius of 566.00 feet, an arc length of 211.55 feet, a
central angle of 21°24'56", and a chord bearing and distance of N81°14'47"E, 210.33 feet;
thence S88°02'45"E, 162.88 feet; thence on a curve to the left having a radius of 75.00 feet, an
arc length of 121.64 feet, a central angle of 92°55'39", and a chord bearing and distance of
N45°29'26"E, 108.74 feet; thence N00°58'24"W, 1157.22 feet; thence on a curve to the right
having a radius of 100.00 feet, an arc length of 161.84 feet, a central angle of 92°43'35", and a
chord bearing and distance of N45°23'24"E, 144.75 feet; thence S88°14'49"E, 598.27 feet;
thence S09°12'29"E, 67.23 feet to the POINT OF BEGINNING. Reserving therefrom that part
used, taken or deeded for Seymour Road, so-called.