

RECORDED

Nov 9 12 53 PM '93

Mark A. Smith
 VAN BUREN CO
 REGISTER OF DEEDS

BUILDING AND USE RESTRICTIONS

LAWRENCE-CRANDALL BUSINESS CENTRE

1. PURPOSE. These RESTRICTIONS are imposed upon the PROPERTY to insure its development under a common plan and a scheme (whether in one or more phases) as an Industrial Park and upon any additional property included within the same plan and scheme of development; to insure proper use and appropriate development and improvement of each building site thereof; to protect the OWNERS and OCCUPANTS of building sites; to guard against the erection of structures built of improper or unsuitable material; to insure timely, adequate and reasonable development of the PROPERTY; to encourage the erection of attractive IMPROVEMENTS thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious IMPROVEMENTS on building sites; to secure and maintain proper setbacks from streets; and in general to provide adequately for a high type and quality of IMPROVEMENTS upon the PROPERTY and for the orderly development and efficient maintenance thereof consistent with the intent and objective of these RESTRICTIONS.

2. PROPERTY COVERED. These Restrictions apply to those lots in the Lawrence-Crandall Business Centre (LCBC) that are designated for industrial use in the Planned Unit Development. Certain provisions as delineated in these Building and Use Restrictions also apply to those lots in the LCBC that are designated for Commercial Use.

3. ADDITIONAL PROPERTY COVERED. These restrictions also apply to any additional industrial-commercial sites or lots that may, after adoption, become additions to or extensions of the Lawrence-Crandall Business Centre.

4. DEFINITIONS

DDA - Downtown Development Authority

ROBERT BRAUSCH, JR POND - shall mean the storm water detention or retention pond(s), basin, or drainage area serving or benefiting the development as constructed.

DEVELOPER - shall be the Local Development Finance Authority/Downtown Development Authority (LDFA/DDA) or the Village of Lawrence if the LDFA/DDA is disbanded.

FINISHED MATERIALS - shall mean face brick, glass, ornamental stone, factory pre-finished metal panel with a 20 year finish, decorative concrete masonry units, or other exterior grade finished materials. Decorative Concrete Masonry Units are those units which are designed specially with ornamental facing, and are painted, stained or factory pre-colored. Wood will not normally be approved by the Developer as a finish material, but subject to the approval of the developer, wood may be used as an incidental material to the design. In the event of dispute as to whether or not a particular material qualifies as "Finish Material"; the decision of the Developer shall be final. The suggested color schemes are to be earth-tones. Colors being used on the site must be approved by the Developer when the siteplan is submitted.

IMPROVEMENT - shall mean any building, structure, fence, wall, exterior sign, driveway, parking area, loading area, storage area, landscaping, sidewalk, utility, drainage area, retention pond area, or other improvement and all alterations, modifications, changes, additions, deletions, rebuilding or restoration to any IMPROVEMENT.

CBC - Lawrence-Crandall Business Centre.

DFA - Local Development Finance Authority

LOT - shall mean and refer to a subdivided lot in "Lawrence-Crandall Business Centre". Adjacent lots, purchased by one owner shall be treated as one lot, provided that all lots are in the original site plan, except for purposes of resale.

OCCUPANT - shall mean any person or entity using, maintaining, occupying or constructing IMPROVEMENTS upon any LOT pursuant to any lease, occupancy agreement, or other form of agreement (whether oral or written) with the OWNER. All of the obligations of an OWNER under these RESTRICTIONS shall equally apply to an OCCUPANT whether or not the OCCUPANT is referred to in the particular provision.

OWNER or OWNERS - shall mean the record title owner, whether one or more persons or entities of the fee simple title of any of the parcels of land or lots comprising the properties including land contract vendees, whether or not of record, and including any land contract vendor or mortgagee who shall acquire a possessory interest by virtue of forfeiture, foreclosure, abandonment or voluntary reconveyance. When more than one person or entity has an interest as owner, the interest of all such owners, shall be that of a single owner and they shall be collectively, jointly, and severally subject to the purposes and intents of these restrictions.

ORIGINAL OWNER - shall mean the Title Holder as of 04/01/98

PLANS - shall mean all plans, drawings, specifications, renderings and samples required under these restrictions for any IMPROVEMENT, including all alterations, modifications, amendments, changes, additions and deletions to such PLANS.

PROPERTY or PROPERTIES - The Planned Unit Development Subdivision commonly known as the Lawrence-Crandall Business Centre.

PUD - Planned Unit Development

SIGNAGE EASEMENT - shall mean the easement owned by the LDFA/DDA on lots 1 NE Corner, 27 SE Corner, 19 Easterly point, 20'x40', as shown on the Plat, which use shall be restricted to a sign identifying LCBC as approved by the LDFA/DDA.

SUBDIVISION - shall mean Lawrence-Crandall Business Centre and such other Industrial/Commercial subdivisions into which adjacent and contiguous PROPERTY is subdivided, and LOT shall mean any LOT in such SUBDIVISION or SUBDIVISIONS.

VILLAGE - shall mean the Village of Lawrence

5. PLAN AND SITE APPROVAL

A. No IMPROVEMENT shall be commenced upon the PROPERTY or any LOT until complete PLANS therefore have been first submitted to and approved in writing by the DEVELOPER. The PLANS shall describe the construction of the IMPROVEMENT in detail by showing the location, nature, kind, size, height, configuration, construction materials, color schemes, architectural design, parking lots or area, loading and unloading areas, storage areas, landscaping, stormwater retention areas, signs, and any other information required by the DEVELOPER. The PLANS shall include grading plans, landscaping plans, a site plan, complete architectural drawings, including a floor plan, elevations, wall sections specifications, mechanical and electrical drawings and all other PLANS necessary to construct and obtain a building permit for the improvement. All PLANS shall be in harmony with the architectural and aesthetic scheme established by the DEVELOPER for the SUBDIVISION and consistent with the standards for an industrial/commercial development. A

copy of all PLANS and amendments thereto shall be submitted to the DEVELOPER for its permanent records, without costs or charge to the DEVELOPER. The DEVELOPER shall have the absolute right to refuse to approve any such PLANS or any part thereof including any material or color scheme that is not suitable or desirable in its sole opinion for aesthetic or other reasons. The requirement to submit plans for approval extends and applies to each and every alteration, modification, amendment, change, addition or deletion to any PLANS previously approved by the DEVELOPER. All PROPERTY and IMPROVEMENTS shall be maintained in compliance with the PLANS and the OWNER and the OCCUPANT shall be responsible to correct any deviation from approved plans.

B. In passing upon such PLANS, the DEVELOPER shall have the right to take into consideration the suitability of the proposed building, structure, alteration, or IMPROVEMENT to be constructed on the proposed site and the harmony thereof as planned in view of the outlook from the adjacent or neighboring properties, as well as views from public streets, bridges and walkways.

C. In reviewing said PLANS, the DEVELOPER shall, among other things, determine that said PLANS meet the minimum expressed requirements of these RESTRICTIONS and in addition shall approve or disapprove the proposed location of parking lots, loading and unloading facilities, proposed areas for the storage of material, location of driveways and other means of access, signs and landscaping plans in order that said SUBDIVISION shall develop in conformity and harmony with other existing structures and uses in the SUBDIVISION and that ultimately the SUBDIVISION will develop into an efficient and attractive industrial/commercial park. If a disagreement on the question of suitability and harmony shall arise, the decision of the DEVELOPER shall be final.

D. The DEVELOPER, its successors or assigns, shall not be liable in damages to any person submitting PLANS for approval or to any OWNER or OWNERS of land covered by this instrument by reason of mistake in judgment, negligence or nonfeasance of itself, its agents or employees arising out of or in connection with the approval or disapproval or failure to approve any PLANS or the enforcement of these RESTRICTIONS, whether or not such enforcement is successful or the failure to enforce these RESTRICTIONS.

E. Every effort must be made by OWNERS, their employees, agents, representatives and contracting parties to preserve and prevent damage to existing topography, trees and vegetation. No trees, other than those within the actual building construction lines and parking areas, shall be removed without the prior written consent of the DEVELOPER. The site plan must clearly indicate the extent of existing topography to be changed and existing trees and vegetation to be removed.

F. PLANS must provide for hook-up to Village water system. Wells may be permitted for cooling and sprinkling purposes, subject to approval by the DEVELOPER.

G. A permit application must be filed with the DEQ for any activity that may take place below the ordinary high-water mark of the unnamed tributary to Brush Creek.

H. Any lots embracing waters of the unnamed tributary to Brush Creek are subject to the correlative rights of other riparian owners and the public trust in these waters.

6. USES.

A. PERMITTED USES. The PROPERTY is being developed as an industrial-commercial Planned Unit Development subdivision and all LOTS shall be used for only the following purposes:

1. Research, design, and/or development of pilot or experimental process or products including laboratories, training facilities and light assembly operations.
2. Single and multi-tenant office, R&D and light industrial buildings, including sales and manufacturer's representative's offices.
3. Data and word processing and related services.

4. Retail and Service facilities as allowed by right in the Commercial permitted uses of the Village of Lawrence Zoning Code.
5. Compounding, processing, packaging, assembly, or treatment of finished or semi-finished products from previously prepared materials.
6. Any uses or operations reasonably required to maintain or support the permitted uses described above, including maintenance shops, power generating (for emergency purposes only), and security operations, provided that these support uses do not generate any adverse environment.
7. Recycling businesses as approved by the DEVELOPER.
8. Other uses similar to the above, as solely determined by the DEVELOPER.

B. NONE PERMITTED USES. No noxious or offensive trade or activity shall be carried on, nor shall anything be done on the PROPERTY or any LOT which may be or become an annoyance or nuisance to the said area hereby restricted by reasons of noxious, offensive, unhealthy, and harmful odors, fumes, dust, smoke, waste, noise or vibration beyond that normally and reasonably expected in a light industrial area and contemplated by the RESTRICTIONS.

C. The following specific uses shall not be permitted in any event:

1. Asphalt or tar manufacturing or refining.
2. Manufacture of gas, coke, or coal tar products.
3. Slaughtering of animals for the reduction or recovering of products from dead animals or offal or garbage.
4. Blast furnaces.
5. Petroleum refining or other similar factories or uses. Retail sales of gasoline or petroleum products and services are none permitted uses in the commercial area.
6. Auto wrecking, salvage yards, junk yards, storage for baling of waste or scrap paper, rags, scrap metals, bottles or junk.
7. Central mixing plant for asphalt, mortar, plaster or concrete
8. Heavy stamping operations and foundry operations in facilities of any size.
9. Manufacturing of corrosive acid or alkali cement, lime or gypsum.
10. Smelting of copper, iron or zinc ore.
11. Any other use causing obnoxious fumes, smoke, noise and/or unsightly appearance within the park.

D. All manufacturing operations shall be carried on within fully enclosed buildings and no outside processing activities shall be allowed. The parking of motor vehicles is acceptable. Temporary storage (120 days or less) of raw materials or finished product for extraordinary purposes, is hereby permitted without violation of this restriction, without the written approval of the DEVELOPER. This is viewed as a one time only use and requires DEVELOPER approval for any reoccurrence as allowed in Section 24. VARIANCE

E. The DEVELOPER reserves the absolute right to determine whether a particular use falls within one or more of the categories of the permitted uses described in these RESTRICTIONS. Prior to the commencement of any physical construction on any part of the PROPERTY or prior to the use, reuse or changed use of any existing building or IMPROVEMENT, there shall be submitted to the DEVELOPER such information regarding the

proposed use of the parcel as the DEVELOPER may require, in its reasonable discretion, to determine whether the use is a permitted use. The determination of the DEVELOPER shall be final as to such issue, both as to the party proposing the use and as to other parties owning land within the PROPERTY. The DEVELOPER'S determination will not be unreasonably delayed.

7. BUILDING CONSTRUCTION

A. Each Owner shall commence construction in accordance with plans approved by the DEVELOPER and governmental agencies that regulate construction within one year after the date of purchase of Lot from the ORIGINAL OWNER and complete construction within (18) months from the date of said purchase. In the event an Owner is prevented from commencing or completing construction within the time herein provided, by cause or causes beyond his, her or its control, the period allowed for commencing or completing construction may be extended at the discretion of the DEVELOPER for a period equal to the time lost as result of such cause or causes beyond its control. Failure to comply with these provisions shall give the ORIGINAL OWNER the right to repurchase property at a price agreed upon between the parties. In no event shall this price exceed the purchase price increased by all costs in connection with the re-purchase and reduced by the amount of any outstanding mortgage or other encumbrance against the property. Except those which would remain an encumbrance following the reconveyance.

B. All buildings shall be basically of steel or other metal, masonry and glass construction. Wood, frame, Pre-engineered, or metal building components shall not be permitted without the prior written approval of the DEVELOPER. In connection with any such consent, the written approval of the DEVELOPER to the exterior material, roof pitch, contractor and supplier shall be required. All sides of any building must be FINISHED MATERIALS as defined in Paragraph D.

C. Any FINISHED MATERIALS requiring field applied finish, shall be finished within 60 days from the date of occupancy.

D. All buildings shall be constructed in accordance with all applicable laws, statutes, ordinances, codes, rules and regulations of all governmental agencies having jurisdiction thereof and in a manner so as to have the ability to withstand the normal causes of deterioration with normal maintenance procedures. No used material shall be incorporated within any building without the prior written consent of the DEVELOPER. No structure, carport, garage, barn or other outbuilding of a temporary nature shall be situated, erected or maintained on the PROPERTY or any LOT.

E. Maximum ground level building coverage on any LOT shall not exceed 35% of the lots total square footage, without written consent of the DEVELOPER.

8. SETBACKS AND GREENBELTS

A. No building or parking shall be located nearer than 40 feet to any front street right-of-way line (FRONT YARD SET-BACK). Front Yard setback shall be primarily maintained as a greenbelt. If a disagreement arises as to the definition of "Front Street" the decision of the DEVELOPER shall be final. No uses shall be made of said PROPERTY or FRONT YARD except for driveways, walks, or other means of access to the interior of the PROPERTY or LOT and for a minimum amount of parking for handicapped visitors. The amount of such parking and its location and location and specifications for driveways, walks, or other permitted IMPROVEMENTS shall be approved by the DEVELOPER. The Front Yard Setback can be used for public utility purposes which shall be placed underground. Parking shall be allowed on side yard setbacks provided it is approved in writing by the DEVELOPER and provided that a greenbelt shall be maintained in the road right-of-way. The width of such greenbelt shall be set by the DEVELOPER on the site plan.

B. Greenbelts and detailed landscaping shall be required for the development of each LOT and shall be required to be completed contemporaneously with the completion of building IMPROVEMENTS.

C. The minimum side yard (Side Yard Setback) is 40 feet for the one side yard and a minimum of 80 feet for both side yards.

D. The portion on the described setback not occupied by permitted IMPROVEMENTS constructed in accordance with PLANS approved by the DEVELOPER, must be landscaped with lawn, shrubbery, trees, bushes, vines or suitable plants, detailed plans of which must be approved in writing by the DEVELOPER. All OWNERS, lessees, tenants or users of any lot in the SUBDIVISION must maintain such landscaping in a condition so as to present a well-kept and pleasing appearance.

E. No building shall be constructed nearer than 40 feet from any rear PROPERTY or LOT line. The area within side and rear setbacks may, however, be used for parking, loading and unloading or the parking of motor vehicles.

9. FENCE. No fence of any kind shall be constructed in front of any building without the written consent of the DEVELOPER. No fence of any kind shall be constructed within the setback described in Paragraph 8A. Where fences are erected they shall be of the "Cyclone" or other metal type and shall not be higher than 8 feet unless approved in writing by the DEVELOPER. Fences shall not be of the obscuring "wall" type unless required by these RESTRICTIONS or unless specifically approved in writing by the DEVELOPER.

In case of permitted open temporary storage, the DEVELOPER is hereby granted the power to require an obscuring type fence or wall to shield any open storage. The type of material for such fence or wall shall be set by the DEVELOPER.

10. SIGNS. The following regulations and restrictions shall apply to signs within the Lawrence-Crandall Business Centre.

A. Advertising - No billboards or other free standing, building or roof mounted advertising signs shall be permitted. This provision shall not apply to signs erected by the DEVELOPER, its agents, successors or assignees for the purpose of identifying and marketing the entire complex or development as a collective. This provision shall likewise not apply to the identification signs to be developed and installed by the LDFA on its signage easements as provided earlier herein.

B. Permanent Signs - Permanent signs identifying the premises and the numerical street address shall be permitted for each facility or development. They shall however, be subject to consistent design and quality standards as established by the DEVELOPER for the entire development. All such signs shall be subject to DEVELOPER approval and such design shall be submitted as a part of the site plan review process. Any change in an approved sign will require the prior DEVELOPER approval.

C. Temporary Signs - Temporary signs shall be permitted for the purpose of advertising a premises for lease or sale or to identify the construction project upon the premises provided that such sign has the prior written approval of the DEVELOPER, does not exceed a total area of twenty (20) square feet, does not contain any moving objects and conforms to a standard color range, sign structure and size requirements established by the DEVELOPER for the specific project. No owner or occupant shall permit the erection of more than one temporary sign regardless of the number of lots owned or occupied without the prior consent of the DEVELOPER. No temporary sign shall be placed or maintained for a period longer than 6 months without the consent of the DEVELOPER.

1. SCREENING. All solid waste dumpsters and mechanical equipment, including roof top VAC, cooling towers, and all other roof top equipment should be completely screened from public view in an manner and at a location approved by the DEVELOPER.

2. PARKING AREAS AND LOADING ZONES.

A. Each OWNER must provide adequate off-street parking facilities so as to eliminate any necessity for the parking of vehicles upon the public streets within the SUBDIVISION. The off-street parking provided shall be sufficient to satisfy any zoning ordinance, regulation or rule of the Village of Lawrence governing parking. No parking shall be permitted within the Front Yard Setback except for that provided for in Paragraph 8A.

B. The location and adequacy of all parking areas shall be determined and approved by the DEVELOPER in connection with its review of the PLANS. The DEVELOPER shall take into consideration the intended use of the premises, and their suitability for other uses in determining the adequacy of proposed parking arrangements. In general, each premises shall provide off street parking for its employees (at least 1 space for every 2 employees in the largest expected working shift) and adequate parking for visitors.

C. Loading and unloading areas shall be afforded and designed in such a manner as to permit the pickup and delivery of materials from the site by motor vehicles consisting of normal tractor and semi-trailer types. Front yard truck wells or loading areas shall only be permitted if previously approved by the DEVELOPER, and only allowed if the design of the truck wells or loading area does not encroach the required front yard setback line.

D. All driveways, parking areas and loading areas shall be paved with concrete, asphalt or other hard surface material.

E. The front yard area between the street right-of-way line and the front yard setback line when it abuts a parking area shall be adequately landscaped by the use of berms, trees or other similar means, as approved by the DEVELOPER.

F. All parked and/or stored vehicles must bear a current license plate.

13. OUTDOOR STORAGE

A. Outdoor storage of equipment, raw materials, semi-finished or finished products will not normally be allowed. However, special permission may be obtained from the DEVELOPER under such conditions as it shall deem necessary to prevent nuisance or other adverse conditions and only when such outdoor storage is necessary and incidental to the operations being carried on in the building located upon the site. No storage shall be permitted on the setback required by Paragraph 8A and all storage shall be shielded by fence, wall or landscaping approved by the DEVELOPER, so as to effectively screen the view of such storage area from public streets and adjoining properties to the satisfaction of the DEVELOPER.

B. No waste materials, rubbish, or discarded matter of any kind shall be permitted to be stored in open areas except in containers approved by the DEVELOPER, nor beyond a time reasonably required to arrange for removal. All such material shall be screened from public view, as approved by the DEVELOPER.

14. ANTENNAS, COMMUNICATIONS LINES AND UTILITIES LINES. No antenna, tower, dish or other radio, television, transmission or communication device shall be erected on any PROPERTY, LOT or building for any purpose without the prior written approval of the DEVELOPER. All lines or wires used for communication, power, sound or electrical current or other utilities servicing any PROPERTY, LOT or building shall be constructed and maintained underground.

15. **LIGHTING.** The lighting shall be designed in such a manner to insure that direct or directly reflected light is confined to the development site and that all light sources and light lenses are shielded. Light from any illuminated source shall be so shaded, shielded or directed that light intensity or brightness will not be objectionable to surrounding areas, and are subject to written approval of the DEVELOPER.

16. **PROPERTY MAINTENANCE**

A. All OWNERS and OCCUPANTS of the PROPERTY or any LOT, shall maintain all IMPROVEMENTS, good and sufficient repair and shall keep such painted, lawns cut, shrubbery trimmed, windows glazed and otherwise maintain the PROPERTY, LOT, and IMPROVEMENTS in an aesthetically pleasing manner and in the condition approved by the DEVELOPER, reasonable wear and tear excepted.

B. Any IMPROVEMENT which is damaged by the elements, by vehicles or from fire or any other cause shall be restored and repaired as promptly as the extent of damage will permit.

C. Buildings within this SUBDIVISION which should happen to be vacant for any reason, shall be kept locked and the windows shall be secured in order to prevent the entrance thereto by vandals.

17. **HAZARDOUS SUBSTANCES.** Each OWNER and OCCUPANT of the PROPERTIES and LOTS in the SUBDIVISION shall be jointly and severally liable from and after the time ownership and/or occupancy is acquired for any use, generation, manufacture, refining, transportation, treatment, storage, handling, disposal, transfer, production or processing of hazardous substances upon or in connection with each PROPERTY or LOT owned or occupied by such OWNER and OCCUPANT. Hazardous substances shall include those defined as such in Section 101 (14) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601 (14) hazardous wastes as defined in Section 1004 (5) of the Resource Conservation And Recovery Act, as amended, 42 of U.S.C. Section 6903 (5) and implementing regulations, hazardous wastes as defined in the Michigan Hazardous Waste Management Act, as amended, MCL Section 299.501 et seq or otherwise regulated by any governmental agencies having jurisdiction thereof (Hazardous Substances) and each OWNER and OCCUPANT shall comply with such laws. In the event of a spill, discharge or violation of any law governing Hazardous Substances, each OWNER and OCCUPANT owning and/or occupying any LOT or LOTS upon which a spill, discharge or violation has occurred shall be liable to the DEVELOPER and all other OWNERS for clean-up costs and all other damages caused to any other PROPERTY, LOT, IMPROVEMENTS, DETENTION PONDS, roads, utilities, COMMON PROPERTIES and ground water aquifer. The DEVELOPER and its successors or assigns shall not be liable for any claims, damages, liabilities arising under this Paragraph and shall be an additional "Named" insured on any comprehensive liability/property damage policy carried by the OWNER and OCCUPANT engaged in utilizing such hazard substances. Further the DEVELOPER requires a copy of such insurance policy to be filed with the DEVELOPER in such terms and in such amounts as would be agreeable to the DEVELOPER.

18. **RESALE RIGHTS.** No Owner of an unimproved (undeveloped) Lot shall sell or lease the lot to any third party without the written consent of the DEVELOPER. In the event the Owner of unimproved property desires not to proceed with development, the ORIGINAL OWNER and its successors and assigns, retain the option to refund the purchase price, less any outstanding mortgages or other encumbrances against the property and all cost in connection with the repurchase or reconveyance, and enter into possession of the land. This section is not intended to prohibit the transfer of said property to a related company, real estate or holding corporation, but such transfer shall be subject to all the restrictions herein contained, including this paragraph. It is the intent of this section to prohibit or prevent parties from holding unimproved land for speculative purposes.

Any Owner of an improved (developed) lot may convey said property to a third party, subject only to the covenants, restrictions, and purpose and conditions contained in these development standards.

19. INTERPRETATION OF RESTRICTIONS. It is specifically provided, and the acceptance by any person of title to any of the PROPERTY or LOTS in the SUBDIVISION shall constitute the agreement of such person, that in the event of disagreement as to the precise meaning of any term contained herein that the interpretation of the DEVELOPER, or its successor in interest, shall be final. It is specifically provided and agreed that the usual rule requiring written documents to be construed against the party preparing such documents shall not apply to the RESTRICTIONS.

20. ENFORCEMENT.

A. The DEVELOPER shall have the right on its own initiative to enforce these restrictions, OWNER shall give DEVELOPER written notice of the purported violation and desired enforcement and DEVELOPER shall have thirty (30) days from receipt of such notice to initiate enforcement actions. In the event that DEVELOPER elects not to proceed with such enforcement, then an owner, any owners or group of owners collectively, shall have the right to proceed with enforcement of these restrictions. No enforcement shall be taken with respect to a matter which is subject to a variance granted pursuant to paragraph 24 hereof.

B. Enforcement proceedings hereunder shall afford the parties seeking such enforcement the right to enforce specific performance and compliance with the terms of these restrictions; and/or injunctive relief against continued or future violations thereof; and/or action for damages arising from such breach. The foregoing remedies shall be cumulative and the initiation of proceeding for one form of relief shall not bar the alternative forms of relief.

C. Failure of DEVELOPER to commence an action for enforcement of any of these restrictions at the time of violation shall in no event be deemed a waiver of the right to enforce such as to any continuing or subsequent violation.

D. In the event of a violation of any of the provision of these restrictions, the DEVELOPER or its agents, successors or assignees shall have the right to record a notice of such violation with the Office of the Register of Deeds for Van Buren County. Said notice shall identify the violation of these restrictions and the owner or occupant of the premises. The purpose of said notice is to afford a real property notice of the asserted violation of the restrictions and placing a successor and interest of the owner or occupant on notice thereof. DEVELOPER shall have no liability for the recording of such notice so long as the same was recorded without actual malice and with reasonable belief that a violation existed or had occurred.

E. In the event that a violation should occur which creates a nuisance condition and in the reasonable opinion of the DEVELOPER it is necessary to enter into and upon the premises to eliminate such nuisance and to repair and maintain the property and/or its improvements consistent with these restrictions and the aesthetic standards of the subdivision for the benefit of the other owners and occupants, the DEVELOPER may enter upon the premises to effect such correction. In such an event, the cost of such work and any costs or expense incurred by the DEVELOPER in remediating such condition shall be immediately due and payable upon written notice given by DEVELOPER to the OWNER or OCCUPANT. In the event that the OWNER or OCCUPANT shall fail to pay such costs and expense forthwith, the DEVELOPER shall be entitled to exercise the further rights and remedies provided herein, together with all other rights and remedies permitted by law.

21. BINDING EFFECT. The covenants set forth herein shall run with the land and bind the PROPERTY and the LOTS, and all persons owning, occupying or otherwise having an interest

herein, their heirs, successors and assigns, and all parties claiming by, through or under them, with each of them agreeing to conform to and observe these RESTRICTIONS.

22. **AMENDMENT OF RESTRICTIONS.** The DEVELOPER without the consent of any OWNER or any other person or entity whatsoever, whether or not such person or entity shall now or hereafter have any interest in any LOT as an OWNER, OCCUPANT, mortgagee or otherwise, shall have the right, on one or more occasions, to amend these RESTRICTIONS for the purpose of deleting, modifying, altering or supplementing the RESTRICTIONS in any manner, provided that the DEVELOPER shall not amend these RESTRICTIONS in a manner which would prevent the continued use of an existing building or structure for the use or operation previously approved by the DEVELOPER. The Amendment describing the deletion, modification, alteration or supplement shall be signed by the DEVELOPER and recorded with the Van Buren County Register of Deeds. Notice of any and all amendments shall be provided to each title holder of record by certified mail with return receipt within 10 days of recording of said amendment.

23. **DIVISION OF LOT.** No lot shall be divided or combined with another lot or part thereof without approval of the Developer.

24. **VARIANCE.** The DEVELOPER, in its sole discretion, is hereby authorized and empowered to grant reasonable variances from the provisions of these RESTRICTIONS in order to overcome practical difficulties and to prevent unnecessary hardships in the application of such provisions, provided such does not materially injure any of the PROPERTY or IMPROVEMENTS in the SUBDIVISION. No variances granted shall constitute a waiver of any provisions of these RESTRICTIONS as applied to any other person, property or circumstance. Both DEVELOPER and OWNER shall certify and acknowledge any and all allowed variance provisions for the record.

25. **SEVERABILITY.** In the event any one or more of the RESTRICTIONS are declared invalid by a final decree of a Court of competent jurisdiction from which no further appeal may be taken, such RESTRICTION OR RESTRICTIONS shall be deemed severed and deleted from these RESTRICTIONS and all remaining RESTRICTIONS shall be preserved and continue in full force and effect.

26. **GOVERNING LAW.** These RESTRICTIONS shall be governed by and interpreted in accordance with the laws of the State of Michigan and may be subject to more stringent restrictions under the Zoning Ordinance and Building Codes of the Village of Lawrence.

DEE WELKOFF
DEE WELKOFF, VICE PRESIDENT
STATE BANK OF CALEDONIA
23 S. WESTNEDGE
ALAMAZOO, MICHIGAN 49006

DATE: 9 20 99

IN THE PRESENCE OF:

Terry A. Bartels
TERRY A. BARTELS

DATE: 9/20/99

Charles W. Dusek
CHARLES W. DUSEK

DATE: 9-20-99

STATE OF MICHIGAN)
COUNTY OF VAN BUREN) S.S.

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 20 DAY OF SEPT., 1999 BY DEE WELKOFF.

Charles W. Dusek
NOTARY PUBLIC CHARLES W. DUSEK
VAN BUREN COUNTY, MICHIGAN
MY COMMISSION EXPIRES: 11-03-2000

CHARLES W. DUSEK
NOTARY PUBLIC - VAN BUREN COUNTY, MI
MY COMMISSION EXPIRES 11/03/00

BY: James Crandall
A. JAMES CRANDALL, MEMBER
O.A.P., L.L.C.
311 SOUTH PAW PAW
PO BOX 833
LAWRENCE, MI 49064

DATE: 9-14-99

IN THE PRESENCE OF:

Charles W. Dusek
CHARLES W. DUSEK

DATE: 9-14-99

Gerald Nower
GERALD NOWER

DATE: 9-14-99

STATE OF MICHIGAN)
COUNTY OF VAN BUREN) S.S.

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 14 DAY OF SEPT., 1999 BY A. JAMES CRANDALL.

Charles W. Dusek
NOTARY PUBLIC CHARLES W. DUSEK
VAN BUREN COUNTY, MICHIGAN
MY COMMISSION EXPIRES: 11-03-2000

CHARLES W. DUSEK
NOTARY PUBLIC - VAN BUREN COUNTY, MI
MY COMMISSION EXPIRES 11/03/00

BY: Gerald Now
GERALD NOWER, PRESIDENT
VILLAGE OF LAWRENCE
157 NORTH PAW PAW STREET
LAWRENCE, MICHIGAN 49064

DATE: 9-14-99

IN THE PRESENCE OF:

Charles W. Dusek
CHARLES W. DUSEK

DATE: 9-14-99

Monique Damaske
MONIQUE DAMASKE

DATE: 9-14-99

STATE OF MICHIGAN)
COUNTY OF VAN BUREN) S.S.

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 14 DAY OF SEPT, 1999 BY GERALD NOWER.

Charles W. Dusek
NOTARY PUBLIC CHARLES W. DUSEK
VAN BUREN COUNTY, MICHIGAN
MY COMMISSION EXPIRES: 11-03-2000

CHARLES W. DUSEK
NOTARY PUBLIC - VAN BUREN COUNTY, MI
MY COMMISSION EXPIRES 11/03/00

BY: James Crandall
A. JAMES CRANDALL (HUSBAND)
62698 COUNTY ROAD 365 NORTH
LAWRENCE, MI 49064

DATE: 9-14-99

BY: Gayle A. Crandall
GAYLE A. CRANDALL (WIFE)

DATE: 9-14-99

IN THE PRESENCE OF:

Charles W. Dusek
CHARLES W. DUSEK

DATE: 9-14-99

Monique Damaske
MONIQUE DAMASKE

DATE: 9-14-99

STATE OF MICHIGAN)
A. JAMES CRANDALL) S.S.
GAYLE A. CRANDALL) S.S.
COUNTY OF VAN BUREN) S.S.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 14 DAY OF SEPT, 1999 BY A. AMES CRANDALL AND CAYLE A. CRANDALL.

Charles W. Dusek
NOTARY PUBLIC CHARLES W. DUSEK

CHARLES W. DUSEK
NOTARY PUBLIC - VAN BUREN COUNTY, MI
MY COMMISSION EXPIRES 11/03/00

VAN BUREN COUNTY, MICHIGAN
MY COMMISSION EXPIRES: 11-03-2000

THIS INSTRUMENT PREPARED BY, AND AFTER RECORDING RETURN TO:

VILLAGE OF LAWRENCE
LOCAL DEVELOPMENT FINANCING AUTHORITY
157 NORTH PAW PAW STREET
PO BOX 217
LAWRENCE, MI 49064-0217

RECORDED
10/1/99
11:00 AM
VAN BUREN COUNTY, MI