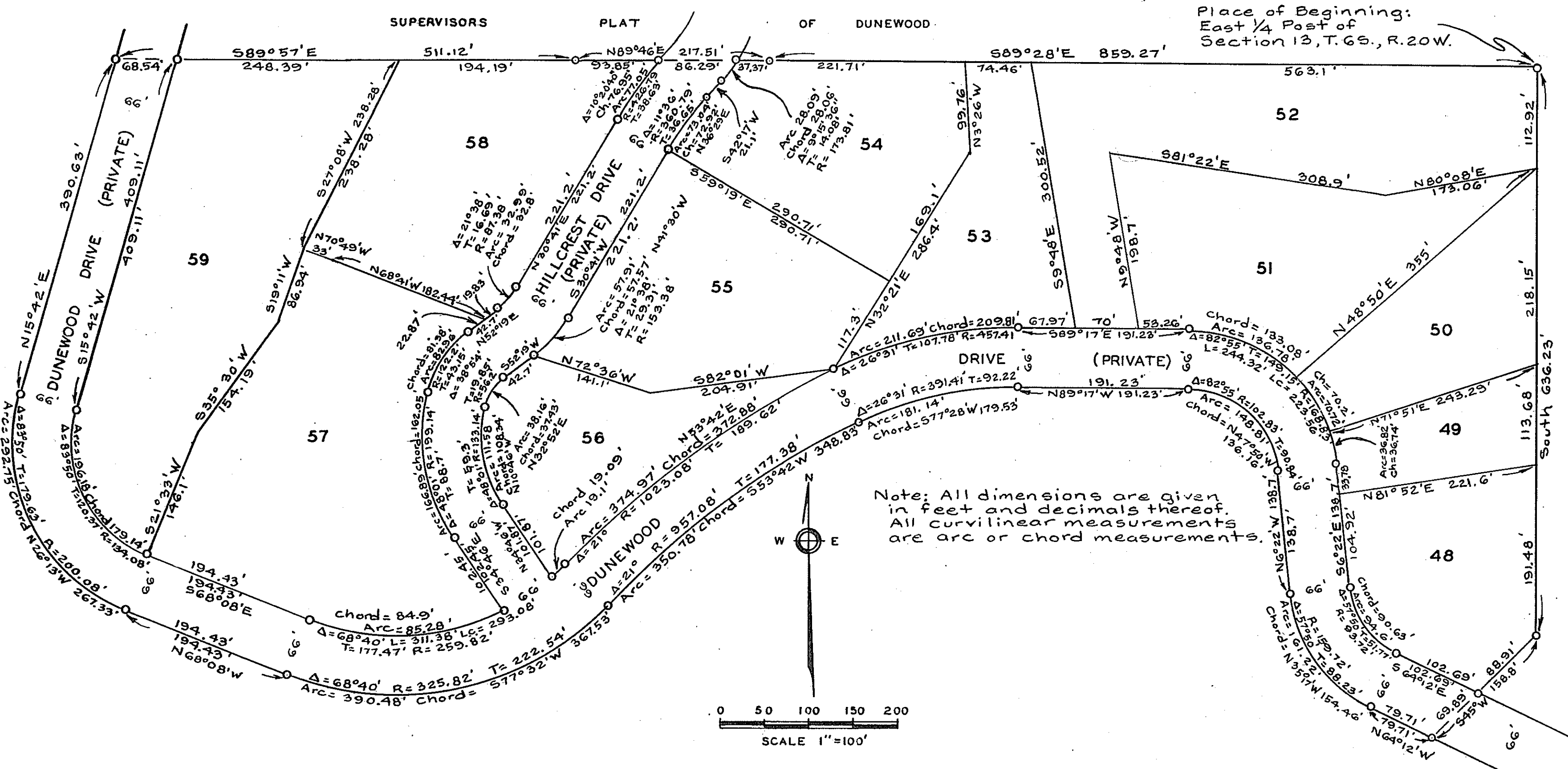


DUNEWOOD NO. 1
 PART OF FRI. SECTION 13, T.6 S., R.20 W.
 CITY OF BRIDGMAN
 BERRIEN COUNTY, MICHIGAN



Place of Beginning:
 East 1/4 Post of
 Section 13, T.6 S., R.20 W.

COUNTY TREASURER'S TAX CERTIFICATE

Office of County Treasurer
 Berrien County, Michigan

I hereby certify that there are no tax liens or titles held by the State on the lands hereon described, and that there are no tax liens or titles held by individuals on said lands for the five years preceding the 30th day of Sept 1963, and that the taxes for said period of five years are paid as shown by the records of this office. This certificate does not apply to taxes, if any, now in the process of collection by township, city or village collecting officers.

Wm. H. Bartz Wm. H. Bartz
 County Treasurer

APPROVAL BY COUNTY BOARD

This plat was approved on the 30th day of Sept 1963 by the Berrien County Plat Board.

Beatrice Tiefenbach Beatrice Tiefenbach
 Register of Deeds

Frank X. Duerr, Jr. Frank X. Duerr, Jr.
 County Clerk

Wm. H. Bartz Wm. H. Bartz
 County Treasurer

Hazen D. Harner Hazen D. Harner
 County Drain Commissioner

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that we Earl E. Gray and Georgia Gray, his wife, as proprietor, have caused the land embraced in the annexed plat to be surveyed, laid out and platted, to be known as "DUNEWOOD NO. 1", Part of Fri. Section 13, T.6 S., R.20 W., City of Bridgman, Berrien County, Michigan, and that the streets as shown on said plat are private streets dedicated to the use of the lot owners of said plat and the property owners in the N 1/2 of Section 13, T.6 S., R.20 W. and in the North Fri. 1/2 of Section 13, T.6 S., R.20 W., including the recorded plat of "Supervisors Plat of Dunewood" and the property owners in that part of SW 1/4 of Section 18, T.6 S., R.19 W., lying West of Interstate Highway I-94.

CERTIFICATE OF MUNICIPAL APPROVAL

This plat was approved by the City Commission of the City of Bridgman at a meeting held the 14th day of September 1963, and is compliance with Section 19a and that the width of lots conform with the requirements of Section 30, Act 172 of Public Acts of 1929 as amended.

Ester Liskey Ester Liskey
 City Clerk

DESCRIPTION OF LAND PLATTED

The land embraced in the annexed plat of "DUNEWOOD NO. 1", Part of Fri. Section 13, T.6 S., R.20 W., City of Bridgman, Berrien County, Michigan is described as follows: Commencing at the East 1/4 Post of Section 13, T.6 S., R.20 W., thence South 636.23 feet, thence S 45° W 158.8 feet, thence N 64° 12' W 79.71 feet, thence on a 159.72 ft. radius curve to the right 161.22 feet (the long chord of said curve bears N 35° 17' W 154.46 feet), thence N 6° 22' W 138.7 feet, thence on a 102.83 ft. radius curve to the left 148.81 feet (the long chord of said curve bears N 47° 50' W 136.16 feet), thence N 89° 17' W 191.23 feet, thence on a 391.41 ft. radius curve to the left 181.14 feet (the long chord bears S 77° 28' W 179.53 feet), thence on a 957.08 ft. radius curve to the left 350.78 feet (the long chord of said curve bears S 53° 42' W 348.83 feet), thence on a 325.82 ft. radius curve to the right 390.48 feet (the long chord of said curve bears S 77° 32' W 367.53 feet), thence N 68° 08' W 194.43 feet, thence on a 200.08 ft. radius curve to the right 292.75 feet (the long chord of said curve bears N 26° 13' W 267.33 feet), thence N 15° 42' E 390.63 feet, thence S 89° 57' E 511.12 feet, thence N 89° 46' E 217.51 feet, thence S 89° 28' E 859.27 feet to the place of beginning, containing 12 lots.

Signed and Sealed in Presence of

David Anderson
 David Anderson
Lucile L. Anderson
 Lucile L. Anderson

Earl E. Gray
 Earl E. Gray
Georgia Gray
 Georgia Gray

STATE OF MICHIGAN
 County of Berrien

On this 5th day of August 1963, before me, a Notary Public in and for said county, personally came the above named Earl E. Gray and Georgia Gray, his wife, known to me to be the persons who executed the above dedication and acknowledged the same to be their free act and deed.

Lucile L. Anderson Lucile L. Anderson
 Notary Public, Berrien County, Mich.

My Commission expires November 5, 1966

SURVEYOR'S CERTIFICATE

I hereby certify that the plat hereon delineated is a correct one and that permanent metal monuments consisting of bars not less than one-half inch in diameter and 36 inches in length encased in a concrete cylinder at least 4 inches in diameter and 36 inches in depth have been placed at all points marked thus (O) as thereon shown at all the angles in the boundaries of the land platted, at all the intersections of streets, intersections of alleys, or of streets and alleys, and at the intersections of streets and alleys with the boundaries of the plat as shown on said plat.

H.L. Dreher H.L. Dreher
 Registered Civil Engineer No. 3297

EXAMINED AND APPROVED
 Date October 17, 1963

Billie S. Farnum
 BILLIE S. FARNUM
 AUDITOR GENERAL

By Richard E. Lomax
 Richard E. Lomax - Plat Examiner

ORIGINAL

RECORDED
 Oct 19 11 40 AM '63
 REGISTER OF DEEDS
 BERRIEN COUNTY, MICH.

LIBER 19 PAGE 38

WARRANTY DEED

THIS INDENTURE, made this 5th day of October, in the year of our Lord one thousand nine hundred and fifty-one, between MILDRED BENNING, first party, hereinafter referred to as Grantor, and EARL E. GRAY and IRMA GRAY, husband and wife, as tenants by the entireties, of 10306 South Hoyne, Chicago, Illinois second parties, hereinafter referred to as Grantees,

WITNESSETH, that said first party, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid to her by Grantees, the receipt whereof is hereby acknowledged, does by these presents grant unto Grantees and assigns, Forever, all that certain parcel of land situated in the Township of Lake, County of Berrien, and State of Michigan, and described as follows:

All that part of the North Fractional Half of the South Fractional Half of Fractional Section Thirteen (13), Township Six (6) South, Range Twenty (20) West, which is described as beginning at the Southeast corner of said North Half; thence West along the South line of said North Half 2091.1 feet; thence North 30° East 140.47 feet; thence North 80° 30' East 166.5 feet; thence North 20° 30' East 214.47 feet; thence North 30° 30' East 145.08 feet; thence North 12° West 163.34 feet; thence North 8° 50' East 141.12 feet; thence North 15° 30' East 549.6 feet to the North line of said Half; thence East along said North line to the Northeast corner of said Half; thence South along Section line to the place of beginning,

subject to and together with the easements, rights, and covenants pertaining to the 66 foot rights of way described in Easement dated August 31, 1950, and recorded in Liber 120 of Miscellaneous Records, on page 389, in the office of the Register of Deeds for Berrien County, and Grantees covenant for themselves and assigns of the whole or any portions of the land herein conveyed, which covenant shall run with said lands and every part or portion thereof, that they will participate in the costs and maintenance of the road on said rights of way in proportion of one-third the total cost as the parcel herein conveyed and every part thereof bears to the total number of parcels at any time existing within the North Fractional Half of the South Fractional Half of said Section 13, it being the express intention and covenant that in event Grantees herein subsequently convey portions of the above described lands, each parcel shall bear that proportion of one-third the total cost of maintenance as each parcel of land within said North Fractional Half of the South Fractional Half of said Section 13 bears to the total number of parcels within said North Fractional Half of the South Fractional Half of said Section 13.

Also an easement for ingress and egress over the road and bridge lying and situated on that strip of land described in Amendment of Easement dated August 28, 1950, and re-

corded in Liber 120 of Miscellaneous Records, on page 393, in the office of the Register of Deeds for Berrien County, which easement is subject to the right of all present and future owners of lands within Parcels 1, 2, and 3, described in Easement dated March 1, 1950, and recorded in the office of the Register of Deeds for Berrien County, in Liber 118 of Miscellaneous Records, on page 427 (as amended), to make common use of said road and bridge. Grantees covenant for themselves and assigns of the whole or any portions of the lands herein conveyed, which covenant shall run with said lands and with every part and portion thereof, that they will participate in the costs and maintenance of said road and bridge in proportion of one-third the total cost as the parcel herein conveyed and every part thereof bears to the total number of parcels at any time existing within said Parcel #2 mentioned above, it being the express intention and covenant that in event Grantees herein subsequently convey portions of above described lands, each parcel shall bear that proportion of one-third the total cost of maintenance as each parcel of land within said Parcel #2 bears to the total number of parcels within said Parcel #2.

Also an easement for ingress and egress to and from Lake Michigan over and across the following described lands:

A strip of land 66 feet in width, 33 feet on each side of a center line which is described as commencing at the Southeast corner of the North Fractional Half of the South Fractional Half of Fractional Section Thirteen (13), Township Six (6) South, Range Twenty (20) West, Lake Township, Berrien County, Michigan; thence West along the South line of said North Half 2453 feet; thence North 17° East 313.71 feet; thence North 18° East 1055.29 feet to the North line of said North Half of the South Half; thence East along said North line 266.05 feet to the place of beginning of the line herein described; thence West on said North line of said North Half of the South Half to Lake Michigan;

which easement shall run with and be appurtenant to the lands herein conveyed and each and every part thereof, and which easement shall be enjoyed in common with other owners of lands within said Fractional Section Thirteen (13), Township Six (6) South Range Twenty (20) west, as set forth in Easement dated August 31, 1950, and recorded in Liber 120 of Miscellaneous Records, on page 389, in the office of the Register of Deeds for Berrien County.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the said premises unto said Grantees and to their heirs and assigns, Forever. And said Grantor for herself, her heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said Grantees, their heirs and assigns, that at the time of the ensembling and delivery of these presents she is well seized of the above granted premises in fee

simple; that they are free from all incumbrances whatever except pole line easement of record, and that she will, and her heirs, executors, and administrators shall Warrant and Defend the same against all lawful claims whatsoever.

Grantees covenant that should payment of above shares of maintenance costs be refused or unpaid when total maintenance costs are due, any owner of common easement may pay the same and by filing notice of such payment in the office of the Register of Deeds for Berrien County shall have a lien therefor with five per cent interest thereon, which lien may be foreclosed as a mortgage containing power of sale, according to the laws of this State, if the amount so paid be not repaid within six (6) months after advance.

Conveyance of above lands and easements is made subject to the following restrictions:- 1) said lands or any part thereof shall be sold only according to regulations, if any, of owners hereinafter referred to; 2) said lands and easements shall be used for residential purposes only; 3) all dwellings constructed on the above described lands shall contain a minimum of 5,000 cubic feet, and shall include modern plumbing facilities installed according to the laws of this State and connected with septic tank approved by the Michigan State Department of Health.

As part consideration for this conveyance Grantees covenant, which covenant shall run with the lands herein conveyed, that they will associate them selves with other owners of lands within said Section Thirteen (13) in an association, corporate or incorporate, when formed, for the purposes:- 1) of effectuating the covenants and restrictions herein contained and like covenants in the deeds of said other owners, 2) maintaining said roads and bridge in accordance with easements for use, and 3) regulation and control of subsequent conveyances of said lands. Grantees further covenant, which covenant shall run with the lands herein conveyed, that they will join in any legal plat of lands, including lands herein conveyed, situated in said Section Thirteen (13), and will hold Grantor harmless from any claim, liability or forfeiture which might at any time be claimed to arise under the statutes of this State pertaining to platting of lands as the same apply to the lands within said Section Thirteen (13).

This conveyance contains restrictions similar to restrictions in conveyances of other parcels of land within the North Fractional Half of the South Fractional Half of said Section Thirteen (13); in event any person shall violate or attempt to violate any said restrictions, it shall be lawful for any person or persons owning any lands within said North Fractional Half of the South Fractional Half to prosecute any proceedings at law or in equity against the person or persons in violation.

