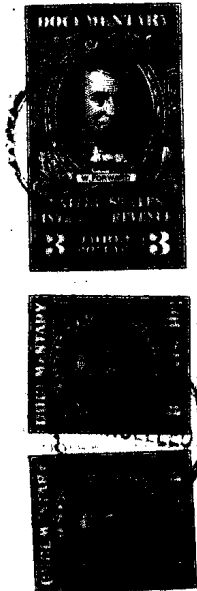




WARRANTY DEED

THIS INDENTURE, made this 2nd day of October, in the year of our Lord one thousand nine hundred and fifty-two, between MILDRED BENNING, first party, hereinafter referred to as Grantor, and EDWARD J. STARK and KATHRYN AGGANNEUS STARK, husband and wife, as tenants by the entirety, of **Bridgman, Michigan**, 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 13, Township 6 South, Range 20 West, which is described as commencing at the Southeast corner of said North Half; thence West along the South line of said North Half 2453 feet; thence North 17° East 313.71 feet; thence North 18° East 315.43 feet to the place of beginning of the land herein described; thence East along a line that is parallel to and 600 feet North of said South line of said North Half 529.4 feet; thence North 12° West 35.54 feet; thence North 8° 50' East 66.02 feet; thence West along a line that is parallel to and 700 feet North of said South line of said North Half 499.7 feet to a point that is 105.15 feet North 18° East from the place of beginning; thence West to the water's edge of Lake Michigan; thence South 18° West along said water's edge 105.15 feet to a point West of the place of beginning; thence East to the place of beginning;

together with riparian rights thereunto pertaining, and subject to that portion of Easement No. 3 as traverses said lands.

Also easements for ingress and egress over the road lying on the following described contiguous strips of land, which easements shall run with above described lands:

Easement No. 1: That strip of land described in Amendment of Easement dated August 28, 1950, and recorded in Liber 120 of Miscellaneous, on page 393, in the office of the Register of Deeds for Berrien County. (Including bridge)

This easement is subject to the right of all present and future owners of lands designated as Parcels 1, 2, and 3 in Easement dated March 1, 1950, 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 the road and bridge situated on said strip of land. Grantees covenant, which covenant shall run with the land herein conveyed, that they will participate in the cost of maintenance of said road and bridge in that proportion of one-third the total cost as the parcel herein conveyed bears to the total number of parcels within the North Fractional Half of the South Fractional Half of said Section Thirteen (13).

Easement No. 2: Those strips of land 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.

This easement is subject to the right of all present and future owners of lands situated in the North Fractional Half, and in the North Fractional Half of the South Fractional Half of Section Thirteen (13), Township Six (6) South, Range Twenty (20) West, to make common use of the road situated on said strips of land. Grantees covenant, which covenant shall run with the land herein conveyed, that they will participate in the cost of maintenance of said road in that proportion of the total cost as the parcel herein conveyed bears to the total number of parcels within the North Fractional Half and the North Fractional Half of the South Fractional Half of Section Thirteen (13).

Easement No. 3: That strip of land described as: A strip of land 33 feet in width, 16.5 feet on each side of a center line which is described as commencing at the Southeast corner of the North Half of the South Half of Fractional Section 13, Township 6 South, Range 20 West, Lake Township, Berrien County, Michigan, thence West along the South line of said North Half 2228 feet; thence North  $36^{\circ} 49'$  West 124.65 feet; thence North  $34^{\circ}$  East 28 feet to the place of beginning of said center line; thence South  $56^{\circ}$  East 16.5 feet to the center of a 33 foot radius turnaround; thence North  $56^{\circ}$  West 16.5 feet to said place of beginning of said center line; thence North  $34^{\circ}$  East 22 feet; thence around a 239.07 feet radius curve to the left 104.31 feet (a chord distance of North  $21^{\circ} 30'$  East 103.49 feet); thence North  $09^{\circ}$  East 332.3 feet; thence around a 568.32 feet radius curve to the right 238.06 feet (a chord distance of North  $21^{\circ}$  East 236.32 feet); thence around a 234.45 feet radius curve to the left 94.12 feet (a chord distance of North  $21^{\circ} 30'$  East 93.48 feet); thence around a 259.88 feet radius curve to the right 79.38 feet (a chord distance of North  $18^{\circ} 45'$  East 79.07 feet); thence North  $27^{\circ} 30'$  East 224.8 feet; thence around a 317.16 feet radius curve to the right 193.74 feet (a chord distance of North  $45^{\circ}$  East 190.74 feet); thence North

62° 30' East 46.0 feet to the North line of said North Half. Also, a circular parcel of land 66 feet in diameter to be used for a turnaround, the center of which is described in the above description.

This easement is subject to the right of all present and future owners of land contiguous to the road situated on said strip of land to make common use of the same. Grantees covenant, which covenant shall run with the land herein conveyed, that they will participate in the cost of maintenance of said road in that proportion as the parcel herein conveyed bears to the total number of parcels lying contiguous to said road.

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 ensealing 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 are made subject to the following restrictions:- 1) said lands or any part thereof shall be sold only according to regulations, if any, of owners association hereinafter referred to; 2) said lands and easements shall be used for residential purposes only; 3) not more than one (1) dwelling shall be constructed West of the road on Easement No. 3 above, not more than (1) dwelling shall be constructed East of said road; 4) all dwellings shall contain a minimum of 5,000 cubic feet, 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; 5) for all dwellings West of Easement No. 3 the septic tanks shall be located West of, and on a line with, the Southwest corner of said dwelling; 6) no dwelling shall extend West of a line running North 17° East from the place of beginning of the land herein conveyed, no structure of any kind shall be erected West of said line except one (1) one-story boat house; 7) no structure shall be located within ten (10) feet of the North and South lines of the lands herein conveyed.

As a part consideration for this conveyance Grantees covenant, which covenant shall run with the land herein conveyed, that they will associate themselves 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 land 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.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and  
Delivered In Presence of:

Robert F. Small  
Robert F. Small

Mildred Benning (L.S.)  
Mildred Benning

RECORDED 10-18-52 At 10:30 AM

Louzella Waring  
Louzella Waring

Wilhelm Weber

STATE OF MICHIGAN : SS  
COUNTY OF BERRIEN :

Register of Deeds,  
Berrien Co., Mich.

On this 2nd day of October, 1952, before me a Notary Public in and for said County, personally appeared Mildred Benning, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be her free act and deed.

Louzella Waring  
Louzella Waring  
Notary Public, Berrien County, Michigan

My commission expires: December 4, 1953

I HEREBY CERTIFY, That there are no tax liens or titles held by the State on the lands described below, and that there are no tax liens or titles held by individuals on the said lands, for the five year period ending 2nd day of Oct. 1952 and that the taxes for said period of five years are paid, as shown by the records of this department

This certificate does not apply to taxes in process of collection.

St. Joseph, Michigan, 10-18-1952  
No. 6134

John H. [Signature]  
F.M. 104-1-100

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