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Liber 1438 Page 914 - 925

200800004261
WILLIAM ERVIN
2105 CORNERSTONE DRIVE
MT PLEASANT MI 48858

**CORNERSTONE ESTATES NO. 4 SUBDIVISION
DECLARATION OF RESTRICTIONS and PROTECTIVE COVENANTS**

William T. Ervin
Carol S. Ervin
Ronald E. Ervin
Kathleen A. Ervin
Richard S. Ervin
Jane Tyler Ervin
Mt. Pleasant, MI 48858

Dated: _____
Acknowledged: _____
Recorded: _____
Liber: _____

THIS DECLARATION made this 2nd day of May, 2008, by William T. Ervin, a single man, and Carol S. Ervin, a single woman; Ronald E. Ervin, a married man, and Kathleen A. Ervin, his wife, and Richard S. Ervin, a married man, and Jane Tyler Ervin, his wife, fee owners of all the lots in Cornerstone Estates No. 4 Subdivision, hereinafter referred to as the "GRANTOR."

WHEREAS, GRANTOR has become the proprietor in a plat of the premises known as Cornerstone Estates No. 4 Subdivision, a part of the Charter Township of Union, Isabella County, Michigan, an exact legal description of which is attached hereto, and

WHEREAS, the plat of said subdivision, having been duly approved by the proper governmental authorities, has been recorded in the office of the Register of Deeds for Isabella County, Liber 11 of Plats, Page 717, and

WHEREAS, it is the purpose and intention of this Declaration that all of the lots in said subdivision shall be conveyed by the GRANTOR, subject to reservations, easements, and building and use restrictions, provided to establish a general plan of uniform restrictions in respect to said subdivision, and to insure the residential purposes, and to secure to each lot owner full benefits and enjoyment of his/her home, and to preserve the general character of the neighborhood.

IT IS HEREBY DECLARED that the following general restrictions are covenants running with the land, binding on the heirs, personal representative, successors and assigns of the GRANTOR and the GRANTEEES of all individual lots in said subdivision for the time limited by this instrument.

1. RESIDENTIAL LOTS: All lots in said subdivision shall be known and described as single-family-private, residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one (1) single-family-private dwelling, with attached private garage for not less than three (3) cars with three (3) separate bays, except as herein otherwise provided. All garage structures must have an inside entrance direct to the living area of the home and an outside entrance. No trailer house, mobile, manufactured home or modular home shall be permitted to be used as a dwelling. No old or used buildings or structures of any kind shall be moved upon any lot and no used material may be used for construction except reclaimed brick of a variety approved by GRANTOR. There shall be nothing less than 7/12 pitch of any roof. The elevation of each house shall be two feet from the center of the road to the top of the basement wall, unless otherwise approved by GRANTOR. The finished garage floor must be six (6) inches below the top of the basement wall, unless otherwise approved by GRANTOR.

2. BUILDING LINES: All buildings located on any lot must conform to the minimum front yard, rear yard, and side yard set back requirements as required by the Charter Township of Union Zoning Ordinance.

3. MINIMUM FLOOR SPACE: Liveable floor space, as used herein, shall include outer area measured by the actual surface of the outside walls, not including any garage, carport, basement, walkout basement, unheated porches, breezeways or entrances.

No dwelling shall be placed or erected which has a liveable floor space of less than 1,600 square feet for single story residences and less than 1,800 square feet for one and one-half story or two story residences with not less than 1,080 square feet on the main floor. Tri-levels and quad-levels shall have a minimum liveable floor space of not less than 2000 square feet on the top two levels.

4. LOT SIZE: No lot shall be reduced in size by any method whatsoever, without prior written consent of the GRANTOR or their duly authorized representatives. Lots may be enlarged by consolidation with one or more adjoining lots under one (1) ownership. In the event one or more lots are developed as a unit, all restrictions herein contained shall apply as to a single lot. In any event, no dwelling shall be erected, altered, placed or permitted to remain on any site smaller than one (1) lot as shown on the recorded plat or as approved by the Charter Township of Union as a lot split.

5. SOIL: No surface soil shall be dug or removed from any lot for purposes other than building and landscaping of said lot, without prior consent of the GRANTOR or their authorized representatives.

6. EASEMENTS: Easements and rights of way for utilities, storm drains, water mains, and sanitary sewer, are hereby reserved as shown on the recorded plat. After such utilities, storm drains, water mains, and sanitary sewer have been installed, planting or other lot line improvements shall be allowed so long as access without charges or liability for damages be granted for the maintenance of utilities, storm drains, water mains, and sanitary sewer installed or for the installation of additional utilities, storm drains, water mains or sanitary sewer.

7. EXTERIOR COMPLETION: The exterior woodwork of all residence structures and garages must be painted with at least two (2) coats of paint, varnish or stain prior to occupancy.

8. NO INDIVIDUAL water-supply system shall be permitted on any lot except a water-supply system used exclusively for irrigating the lawn and landscape, and such system must be located, constructed and equipped in accordance with the requirements, standards and recommendations of both state and local health authorities. Approval of such system as installed shall be obtained from such authority. No individual sewage disposal system shall be permitted on any lot. All lot owners must hook into the Charter Township of Union sewage disposal and municipal water systems. Each residential structure shall have a check valve installed on the sanitary sewer connection inside the structure.

9. CONSTRUCTION OF a dwelling must be completed within twelve (12) months from the date of commencement of construction.

10. All IMPROVED AND UNIMPROVED lots shall be mowed and maintained by the owner on a regular basis as is a typical lot in the subdivision but in no case shall the weeds, grass and vegetation exceed that provided for in the Charter Township of Union Zoning Ordinance or Noxious Weed Ordinance. If the lot owner refuses or fails to mow and maintain the improved or unimproved lot, the GRANTOR may hire someone to mow and maintain the lot and the lot owner shall be liable to the GRANTOR for any resulting charges and such charges shall become a lien upon the property.

11. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Any lot owner who allows a building contractor working on his/her premises to damage trees to an abutting lot or to litter abutting lots shall be personally responsible.

12. ALL DRIVEWAYS shall be surfaced with asphalt, concrete, or interlocking brick and must be a minimum of 20 feet wide to the street line and shall be completed, weather permitting, prior to occupancy.

13. TEMPORARY STRUCTURES: Trailers, tents, shacks, tool sheds, barns or any temporary buildings of any design whatsoever are expressly prohibited within this subdivision and no temporary residence shall be permitted in an unfinished residential building. This shall not prevent the erection of a temporary storage building for materials and supplies to be used in the construction of a dwelling, and which shall be removed from the premises on completion of the building, and shall not prevent use by any builder or contractor of trailers for material storage or model offices during the period of construction in the subdivision, provided the same shall be removed at the time of completion of such construction. No outside storage sheds or buildings shall be allowed.

14. ANTENNA: No outside television antenna or other antenna, or aerial, saucer or similar device except a satellite dish attached to the structure shall be placed, constructed, altered or maintained on any lot, unless GRANTOR determines in their sole discretion that the absence of an outside antenna of another type creates substantial hardship with respect to a particular lot.

15. SIGNS: No signs of any kind, including political signs, shall be displayed to the public view on any lot except one sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by a builder of not more than 32 square feet to advertise the property during the construction and sales period. Such signs as are allowed must be maintained in good condition at all times and removed on the termination of their use. All signs must comply with the Charter Township of Union Zoning Ordinance.

16. ANIMALS, INCLUDING PETS: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets which may be kept, in accordance with the following paragraph.

No pet may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous pet shall be kept and any lot owner who causes any animal to be brought or kept upon the premises shall indemnify and hold harmless the GRANTOR and the ASSOCIATION for any loss, damage or liability which the GRANTOR or the ASSOCIATION may sustain as the result of the presence of such animal on the premises, whether or not the GRANTOR or the ASSOCIATION has given its permission therefor. Each lot owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such lot owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept in the subdivision even if permission was previously granted to maintain the pet on the premises. The ASSOCIATION may charge all lot owners maintaining animals a reasonable additional assessment to be collected in the event that the ASSOCIATION determines such assessment necessary to defray the maintenance cost to the ASSOCIATION of accommodating animals within the subdivision. The ASSOCIATION may, without liability to the ASSOCIATION or to any lot owner, remove, or cause to be removed, any animal from the subdivision which it determines to be in violation of the restrictions imposed by this section. The ASSOCIATION shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this section, the Board of Directors of the ASSOCIATION may assess fines for such violation in accordance with these restrictions and in accordance with duly adopted rules and regulations of the ASSOCIATION.

17. **NO MANUFACTURING** or commercial business or enterprise of any kind for profit shall be maintained upon, in front of, or in connection with any residence or garage located in the subdivision.

18. **REFUSE AND STORED MATERIALS:** No lot shall be used or maintained as a dumping ground or for outside storage for rubbish, trash, garbage or other materials, except for such materials as are necessary for and used in the course of construction. Such construction materials must be removed promptly upon completion of construction. Other waste shall be kept in a sanitary container, properly concealed from public view. No outdoor trash cans or collection containers shall be permitted on any lot.

19. **SWIMMING POOLS:** Underground swimming pools or other permitted underground structures may be installed, when approved, in writing, by the GRANTOR as to size, location, materials, type of construction; and, must be maintained in a safe and sanitary condition; provided that such approval shall not be unreasonably denied. No free-standing above-ground-level swimming pools will be permitted under any circumstances.

20. **LANDSCAPING:** Basic landscaping must be completed within nine (9) months after date of occupancy. See Section #26 for the requirements for finish grading, seeding or sodding of the lot.

21. **GENERAL CONDITIONS:**

- a. No trailers, motorcycles, boats, boat trailers, snowmobiles or snowmobile trailers, campers, camping vehicles, motor homes, all terrain vehicles, commercial vehicles other than those present on business, or vehicles other than automobiles, may be parked in the subdivision except within a private attached garage. No inoperable vehicle of any type may be brought or stored upon the lot either temporarily or permanently. The GRANTOR or ASSOCIATION may tow, at owner's expense, any unlicensed or inoperable motor vehicle remaining on the lot in excess of seven (7) days.
- b. No clotheslines or outside drying of laundry shall be permitted.

- c. All playhouses, playscapes, and playground equipment, including swing sets, basketball rims and backboards and trampolines, must be approved by GRANTOR prior to placement on the lot. GRANTOR shall have the right to refuse approval of any such items which are not suitable or desirable in their sole opinion for aesthetic or other reasons.
- d. All homes shall be equipped with an electric garbage disposal.
- e. All mail boxes shall be located uniformly with reference to the dwellings in accordance with post office requirements. All mail boxes must be approved by the GRANTOR or the ASSOCIATION prior to construction.
- f. All homes shall have a check valve installed on the sanitary sewer line.

22. ARCHITECTURAL CONTROL:

- a. No building, or other structure shall be commenced, or erected or maintained, nor shall any addition to, or change or alteration to any structure be made, except interior alterations, until the construction plans and specifications showing the nature, kind, shape, elevation, facade, height and materials, color scheme, location on lot and approximate cost of such structure has been submitted to and approved in writing by the GRANTOR, and a copy of said plans and specifications as finally approved, lodged permanently with said GRANTOR. A landscape plan for at least the front and side yards of the house must also be submitted for approval by the GRANTOR at the time of the submission of construction plans and specifications or if any changes to the landscape are to be made.
- b. Under no circumstances shall lot perimeter fencing be allowed within the subdivision, with the exception of electronic invisible dog fences. No chain-link fences are allowed, however, ornamental fences, garden walls and similar devices may be constructed or erected only after plans and specifications of such proposed fence, wall or other device shall have been submitted in writing and approved by GRANTOR. In any event, no fence exceeding six (6) feet in height shall be permitted. No fences shall extend further toward the front of the lot than the rear line of the house or extend in width beyond the house perimeter, except in unusual circumstances and with approval of GRANTOR. Fences for dog-runs shall be approved by GRANTOR in the manner above provided.
- c. GRANTOR shall have the right to refuse to approve any such plans and specifications which are not suitable or desirable in their sole opinion for aesthetic or other reasons; and in so passing upon such plans and specifications they shall have the right to take into consideration the suitability of the proposed building to the site upon which it is proposed and the harmony as planned in view of the outlook from the adjacent or neighboring properties. It is understood and agreed that the purpose of this paragraph is to cause the platted lands to develop into a beautiful harmonious, private residential section and if a disagreement on the points set forth in the paragraph should arise, the sole decision of the GRANTOR shall control.
- d. However, in the event the GRANTOR shall have failed to approve or disapprove such plans and location within thirty (30) days after the same shall have been delivered to the GRANTOR, then such approval will not be required, provided the plans and location of

the lot conform to, or are in harmony with existing structures in the subdivision, these Restrictions and any zoning law applicable thereto.

- e. All residences constructed shall have finished exteriors of brick, stucco, dryvit, stone, wood, or vinyl siding or a combination thereof. The GRANTOR requires the use of some brick, stone or dryvit exterior on all residences and the amount and type must be approved by the GRANTOR. GRANTOR reserves the right to waive the requirement, if GRANTOR, in its sole opinion, feels it is suitable or desirable for aesthetic or other reasons. All exterior paints, stains and material colors must be shown as a part of the plan submitted for approval and must be approved by GRANTOR; samples thereof shall be furnished to GRANTOR and approved by the GRANTOR. Visible exteriors of cement or slag shall be limited to not more than 15% of the visible exterior. The GRANTOR shall have the right to approve reasonable deviations from these requirements. The GRANTOR shall have the authority to approve any material which, in their opinion, is of equal or superior quality, or any material which in the opinion of the GRANTOR lends itself to a particular design. Any exposed foundation shall be covered with brick, stucco, dryvit, stone, wood, flashing, or vinyl siding.
- f. All garage doors shall be kept closed when not in use.
- g. All yards must be kept free from debris, toys, bicycles and any other materials or things that are unsightly as determined by the grantor or Homeowners Association.

23. **LEASING AND RENTAL:** A lot owner may lease his/her residence as a single-private-family dwelling provided, however, no lot owner shall lease less than the entire residence and no tenant shall be permitted to occupy except under a lease, the initial term of which is at least six (6) months unless specifically approved in writing by the GRANTOR or the ASSOCIATION. The terms of all leases, occupancy agreements and occupancy arrangements shall be subject to these restrictions.

24. **ACTIVITIES:** Activities which are deemed offensive and are expressly prohibited within the subdivision include but are not limited to the following:

- a. Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

25. The area known as Beltinck Farms Memorial Park, of the plat of Cornerstone Estates No. 2 Subdivision, is dedicated for the private use of the lot owners of any and all of the phases of Cornerstone Estates Subdivision. The Homeowners Association of Cornerstone Estates No. 1, No. 2, No. 3 and No. 4 Subdivision, and any subsequent phases that are a part of the Cornerstone Estates Homeowners Association, shall be responsible for the maintenance of the park after GRANTOR has assigned or transferred any or all rights pursuant to paragraph 32 of these Restrictions and Protective Covenants.

26. Any lot owner building a new home or an addition on any lot within the subdivision, agrees to maintain a safe, clean and well organized construction site. Trash dumpsters for construction waste and sanitary facilities for subcontractors and workmen must be provided. They shall be placed as inconspicuously as possible on the site and shall be serviced promptly when required. Workmen, suppliers and subcontractors shall, as much as possible, protect the subdivision street from being damaged. Any street damage that might occur shall be repaired at the lot owner's expense according to the Isabella County Road Commission requirements. If, as a result of these activities, mud and dirt are dragged from the construction site onto the

street, lot owner shall pay all costs relating to removing it. This shall be completed as soon and as often as required, at the discretion of the GRANTOR. The exterior of the home shall be completely finished within six months from the start of construction. This will include all exterior driveways and sidewalks, all exterior doors (including the garage doors), all exterior building finishes, as well as finish grading and seeding or sodding of the lot, including removal of all leftover soil on the site. If the lot owner fails to comply with these requirements, the GRANTOR shall notify the lot owner in writing, that if these requirements are not satisfied within fourteen days, the GRANTOR may proceed to satisfy these requirements by any means and the lot owner shall be responsible for all costs and charges borne by the GRANTOR in satisfying these requirements and such costs and charges shall become a lien upon the property.

27. SALES AGENCY: Notwithstanding anything to the contrary herein contained, the GRANTOR or any builder or builder's sales representative authorized by GRANTOR may construct and maintain a sales agency office, together with a sign or signs of not more than Thirty-two (32) square feet of front surface, on lot or lots of their choosing in the subdivision until such time as all of the lots in the subdivision have been sold by them as long as the sign or signs comply with the Charter Township of Union Zoning Ordinance requirements.

28. HOMEOWNERS ASSOCIATION: For purposes of this section, Subdivision shall mean all current and any future phases to be developed by GRANTOR. It is expected that there will be four or five phases to complete the subdivision. Each subdivision phase or plat will be part of the same Homeowners Association. All lots of Cornerstone Estates No. 4 Subdivision shall be part of Cornerstone Estates Subdivision Homeowners Association, a Michigan non-profit corporation organized for a perpetual term (hereinafter "ASSOCIATION"). Membership in the ASSOCIATION, which shall be mandatory, shall consist of each original, and any successive owner of a residential lot in Cornerstone Estates No. 1, No. 2, No. 3 and No. 4 subdivision. After GRANTOR has transferred any and all rights, privileges and duties of supervision and control of ASSOCIATION to the successive owners in accordance with paragraph 32 herein, the owners of each lot shall be entitled to one (1) vote in the election of the ASSOCIATION'S officers and directors as well as the conduct of other ASSOCIATION business. The purpose of the ASSOCIATION shall be the maintenance and beautification of the entryway to the subdivision and common rights-of-way within the subdivision including the centers of the boulevards, the subdivision park, known as Beltinck Farms Memorial Park, and the conducting of such other ASSOCIATION business as shall be permitted by its By-laws.

29. DUES FUND:

- a. All the land included in said plat, except streets and parks maintained for the general use of the owners of the land included in said tract, and any land owned by GRANTOR, shall be subject to an annual dues charged at a rate to be established from year-to-year, but not less than One Hundred (\$100) Dollars per year for a lot owner. Dues for the year 2008 shall be set at One Hundred (\$100) Dollars per year for a lot owner. For purposes of this paragraph a "lot owner" shall be defined as the fee owner or land contract purchaser of record of a lot. Dues shall not be increased more than ten percent (10%) in any twelve (12) month period without the approval of sixty percent (60%) of the lot owners in the subdivision. GRANTOR may, at their sole discretion, exempt certain builders from the payment of annual dues while they are building within the subdivision. In no event shall GRANTOR be obligated to pay fees, dues or assessments to the ASSOCIATION.
- b. Dues of the ASSOCIATION shall be collected prior to April 1, from all lot owners of record as of January 1 of each year. Lot owners of record prior to April 1 of each year, must pay the Association fee within thirty (30) days after becoming a lot owner. There shall be no proration of dues for any lot owner.

- c. The ASSOCIATION shall have the authority to establish rules, regulations and policies for the betterment of the ASSOCIATION, including the authority to make and enforce regulations pertaining to the use and maintenance of the entryway and right-of-way areas which shall be binding upon the lot owners. The ASSOCIATION shall constitute a lien against the lots to enforce the collection of dues not paid by April 1 of each year. Any such sums assessed against the owner by the ASSOCIATION shall constitute a lien on the property. Notice of the lien shall be recorded in the Office of Register of Deeds for Isabella County and served on the lot owner at least ten (10) days in advance of commencement of any foreclosure proceedings. Said lien shall contain a power-of-sale and shall be foreclosed in accordance with the laws regulating the foreclosure by advertisement of real estate mortgages. The payment of dues shall be in default if not paid in full on or before the due date. Dues in default shall be subject to a late charge of Ten (\$10.00) dollars for each month the dues are in arrears. The owner shall be liable for all costs of collection on and enforcement of payment, including actual attorney fees (not limited to statutory fees). The ASSOCIATION may enforce collection of delinquent dues by a suit for a money judgment or foreclosure of the statutory lien that secures payment of dues.
30. **TERMS OF RESTRICTIONS:** All the restrictions, conditions, covenants, charges and agreements contained herein shall continue in full force and effect for the period stated in the Cornerstone Estates Subdivision declaration of Restrictions and Protective Covenants, Section 28, as recorded in Liber 838, Page 577, Isabella County Records, and thereafter automatically be continued for successive periods of ten (10) years each, provided however, that after ten (10) years from the date of recording hereof, the owners of the fee of two-thirds (2/3) or more of the lots in said subdivision may release all or part of said lots from all or any portion of these restrictions, or otherwise modify or amend these restrictions, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and recording the same in the Office of the Register of Deeds for Isabella County.
31. **ENFORCEMENT:** The GRANTOR, the ASSOCIATION, or any individual lot owner shall be entitled to enforce any of the provisions hereof. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Failure to enforce any of the covenants herein contained shall in no event be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto. The lot owner shall be liable for all costs associated with the enforcement of these restrictions and protective covenants including actual attorney fees, not limited to statutory fees.
32. **ASSIGNMENT OF GRANTOR'S RIGHTS:** At any time after the GRANTOR has sold fifty percent (50%) of the lots in said subdivision the GRANTOR may, and after the GRANTOR has sold ninety percent (90%) of said lots, GRANTOR shall assign or transfer any or all rights, privileges and duties of supervision and control in connection with these restrictions, which are reserved herein to the GRANTOR, to the ASSOCIATION, and upon the execution and recording of appropriate instruments of appointment by the GRANTOR, said ASSOCIATION shall thereupon have and exercise all rights reserved to the GRANTOR, and the GRANTOR shall be fully released and discharged from further obligations and responsibilities in connection therewith. Provided further, that the GRANTOR reserves the right of ARCHITECTURAL CONTROL granted to it under paragraph 22(a), 22(b), 22(c), 22(d), and 22(e) until such time as construction has been completed on one hundred percent (100%) of the lots in said subdivision.

It is anticipated that the GRANTOR will develop the subdivision in several different phases. Notwithstanding anything to the contrary herein, the GRANTOR reserves the right to consolidate one or more phases as the lots in each phase are sold, and transfer or assign any connection with these restrictions, to the ASSOCIATION. This in no way shall affect the rights of the GRANTOR as to the remaining lots not included in said consolidation phase.

- 33. GRANTOR reserves the rights by written instrument, signed, acknowledged and recorded with Isabella County Register of Deeds, to modify, amend, restate, waive or repeal any or all of the provisions herein contained with respect to all or any particular lot within the subdivision. Any such modification, amendment, restatement, waiver or repeal may be retroactive to the date hereof.
- 34. SEVERABILITY: Invalidation of any of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hand this this 2nd day of May, 2008

GRANTOR:

William T. Ervin
William T. Ervin

Carol S. Ervin
Carol S. Ervin

Ronald E. Ervin
Ronald E. Ervin

Kathleen A. Ervin
Kathleen A. Ervin

Richard S. Ervin
Richard S. Ervin

Jane Tyler Ervin
Jane Tyler Ervin


STATE OF MICHIGAN)
)SS
COUNTY OF ISABELLA)

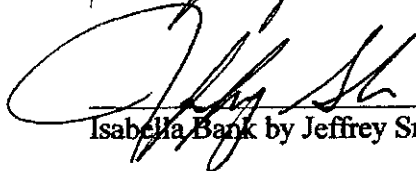
On this 2nd day of May, 2008, before me personally appeared William T. Ervin, a single man, and Carol S. Ervin, a single woman, Ronald E. Ervin, a married man, and Kathleen A. Ervin, his wife; and Richard S. Ervin, a married man, and Jane Tyler Ervin, his wife, to me known to be the same persons who executed the foregoing instrument and have acknowledged the execution of same to be his/her free act and deed.


Katherine F. Beltinck Notary Public

KATHERINE F. BELTINCK
NOTARY PUBLIC FOR ISABELLA CO. MI
ACTIVE IN ISABELLA COUNTY, MI
MY COMMISSION EXPIRES 01/03/2014

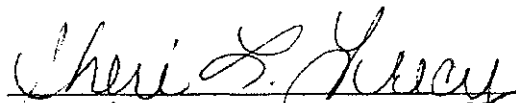
Isabella County, Michigan
My Commission Expires: 1-3-2014
Acting in Isabella County, Michigan


Isabella Bank by David Reetz, Senior Vice President


Isabella Bank by Jeffrey Smith, Vice President

STATE OF MICHIGAN)
)SS
COUNTY OF ISABELLA)

On this 2nd day of May, 2008, before me personally appeared David Reetz, Senior Vice President and Jeffrey Smith, Vice President of the above named Corporation, to me known to be the same persons who executed the foregoing instrument and have acknowledged the execution of same as their free act and deed, as such officer of said Corporation, by its authority.


Sheri L. Treacy Notary Public

Isabella County, Michigan
My Commission Expires: 12/22/2010

DRAFTED BY: William T. Ervin
2105 Cornerstone Drive
Mt. Pleasant, MI 48858

GRANTOR:

Michael V. Theunessen
Michael V. Theunessen

Joanne H. Theunissen
Joanne H. Theunissen

STATE OF MICHIGAN)
)SS
COUNTY OF ISABELLA)

On this 5th day of May, 2008, before me personally appeared Michael V. Theunessen, a married man, and Joanne H. Theunissen, his wife, to me known to be the same persons who executed the foregoing instrument and have acknowledged the execution of same to be his/her free act and deed.

Mary Kaye Plume
Notary Public

MARY KAYE PLUME
Notary Public, State of Michigan
County of Isabella
My Commission Expires Jun. 13, 2012
Acting in the County of Isabella

Isabella County, Michigan
My Commission Expires: _____

Robert Wheeler
First Bank by Robert Wheeler, Senior Vice President

Cheryl Gaudard
First Bank by Cheryl Gaudard, Vice President

STATE OF MICHIGAN)
)SS
COUNTY OF ISABELLA)

On this 5th day of May, 2008, before me personally appeared Robert Wheeler, Senior Vice President and Cheryl Gaudard, Vice President of the above named Corporation, to me known to be the same persons who executed the foregoing instrument and have acknowledged the execution of same as their free act and deed, as such officer of said Corporation, by its authority.

Mary Kaye Plume
Notary Public

Isabella County, Michigan
My Commission Expires: _____

DRAFTED BY: William T. Ervin
2105 Cornerstone Drive
Mt. Pleasant, MI 48858

MARY KAYE PLUME
Notary Public, State of Michigan
County of Isabella
My Commission Expires Jun. 13, 2012
Acting in the County of Isabella

CORNERSTONE ESTATES NO. 4

A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 16, INCLUDING A REPLAT OF THE SOUTHERLY 60.00 FEET OF LOT 54 OF CORNERSTONE ESTATES NO. 3 (RECORDED IN LIBER 10 OF PLATS, PAGE(S) 711, ISABELLA COUNTY RECORDS), T.14 N.-R.4 W., CHARTER TOWNSHIP OF UNION, ISABELLA COUNTY, MICHIGAN DESCRIBED AS FOLLOWS: TO FIX THE POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 16; THENCE N.89°-03'-00"E., ON AND ALONG THE NORTH LINE OF SAID SECTION, 1324.70 FEET TO THE WEST NORTH-SOUTH 1/8 LINE (AS MONUMENTED BY THE PLATS OF BAMBER WOODS, RECORDED IN LIBER 9 OF PLATS, PAGE(S) 427; BAMBER WOODS NO. 2, RECORDED IN LIBER 8 OF PLATS, PAGE(S) 473; BAMBER WOODS NO. 3, RECORDED IN LIBER 9 OF PLATS, PAGE(S) 527; CORNERSTONE ESTATES RECORDED IN LIBER 10 OF PLATS, PAGE(S) 671; CORNERSTONE ESTATES NO. 3, RECORDED IN LIBER 10 OF PLATS, PAGE(S) 711 AND WESTWOOD ESTATES, RECORDED IN LIBER 10 OF PLATS, PAGE(S) 669, ISABELLA COUNTY RECORDS); THENCE S.00°-16'-58"E., ON AND ALONG SAID MONUMENTED 1/8 LINE, 1217.20 FEET (RECORDED AS S.00°-18'-35"E., 1217.07 FEET) TO THE SOUTHEAST CORNER OF SAID CORNERSTONE ESTATES AND THE NORTHEAST CORNER OF SAID CORNERSTONE ESTATES NO. 3; THENCE S.00°-18'-17"E., ON AND ALONG SAID MONUMENTED 1/8 LINE, 112.20 FEET (RECORDED AS S.00°-17'-16"E., 112.23 FEET) TO THE NORTHWEST CORNER OF SAID WESTWOOD ESTATES; THENCE S.00°-22'-42"E., ON AND ALONG SAID MONUMENTED 1/8 LINE 127.85 FEET (RECORDED AS S.00°-21'-13"E., 127.77 FEET) TO THE SOUTHEAST CORNER OF SAID CORNERSTONE ESTATES NO. 3 AND TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S.00°-19'-08"E., ON AND ALONG SAID MONUMENTED 1/8 LINE, 272.02 FEET (RECORDED AS S.00°-22'-15"E.) TO THE MONUMENTED SOUTHWEST CORNER OF SAID WESTWOOD ESTATES; THENCE N.89°-07'-06"E., ON AND ALONG THE MONUMENTED SOUTH LINE OF SAID WESTWOOD ESTATES, 1.29 FEET (RECORDED AS N.89°-04'-00"E.) TO A POINT ON THE THEORETICAL WEST NORTH-SOUTH 1/8 LINE OF SAID SECTION 16; THENCE S.00°-17'-01"E., ON AND ALONG SAID THEORETICAL 1/8 LINE, 945.03 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF BROADWAY STREET EXTENDED; THENCE S.88°-51'-37"W., ON AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND PARALLEL WITH THE EAST-WEST 1/4 LINE OF SAID SECTION, 416.00 FEET; THENCE N.00°-21'-51"W., PARALLEL WITH THE WEST LINE OF SAID SECTION, 413.59 FEET; THENCE N.14°-16'-54"W., 95.74 FEET; THENCE N.35°-25'-28"W., 596.40 FEET; THENCE N.00°-21'-51"W., PARALLEL WITH SAID WEST SECTION LINE, 250.50 FEET TO THE MONUMENTED SOUTHWEST CORNER OF LOT 50 OF SAID CORNERSTONE ESTATES NO. 3; THENCE N.89°-35'-07"E., ON AND ALONG THE MONUMENTED SOUTH LINE OF SAID CORNERSTONE ESTATES NO. 3, 375.81 FEET (RECORDED AS N.89°-37'-40"E., 376.00 FEET); THENCE N.00°-18'-49"W., ON AND ALONG THE WEST LINE OF SAID LOT 54, 21.75 FEET (RECORDED AS N.00°-22'-46"W.); THENCE N.89°-37'-40"E., PARALLEL WITH AND 60.00 FEET, MEASURED AT RIGHT ANGLES, NORTH OF THE SOUTH LINE OF SAID LOT 54, 165.07 FEET (RECORDED AS N.89°-37'-40"E., 165.00 FEET); THENCE S.00°-23'-00"E., ON AND ALONG THE MONUMENTED EAST LINE OF SAID LOT 54, 60.00 FEET (RECORDED AS S.00°-22'-46"E.) TO THE MONUMENTED SOUTHEAST CORNER OF SAID LOT 54; THENCE N.76°-19'-28"E., ON AND ALONG THE MONUMENTED SOUTH LINE OF SAID CORNERSTONE ESTATES NO. 3, 67.83 FEET (RECORDED AS N.76°-24'-25"E., 67.79 FEET) TO THE MONUMENTED SOUTHWEST CORNER OF LOT 56 OF SAID CORNERSTONE ESTATES NO. 3; THENCE N.89°-41'-11"E., ON AND ALONG THE MONUMENTED SOUTH LINE OF SAID CORNERSTONE ESTATES NO. 3, 174.91 FEET (RECORDED AS N.89°-37'-14"E., 174.84 FEET) BACK TO THE POINT OF BEGINNING, CONTAINING 15.50 ACRES OF LAND, CONSISTING OF TWENTY-SIX NUMBERED LOTS (26) FROM 57 TO 80.