

NOW, THEREFORE, the parties hereto agree as follows:

1. All of the individual lots, parcels and/or portions of the Property are hereby deemed to be automatically and permanently combined immediately. Furthermore, no lot, parcel, part or portion of the Property shall ever be divided or split. In addition, no lot, parcel, part or portion of the Property shall ever be detached, transferred, or sold separately from any other part or portion of the Property. The provisions of this Section 1 shall be fully applicable unless any division, split, detachment, or similar action is expressly approved beforehand in writing by the Village.

2. The Landowner hereby requests that the Village issue one overall permanent parcel number for property tax purposes for the Property, since the Property is deemed to be one overall parcel.

3. This document shall be deemed to constitute a permanent deed restriction/restrictive covenant which shall permanently bind the Property and run with the land.

4. This document shall never be amended, altered or changed except in a writing signed by all of the then-owners of the Property and also by the Village. No such document shall be effective after being fully executed until and unless recorded with the Isabella County Register of Deeds Records.

5. This document and its provisions shall bind not only the parties hereto, but also their successors, transferees, assigns, and creditors. Furthermore, this document and the requirements contained herein shall be deemed to permanently run with the land.

6. Should the Landowner or any future owner(s) of the Property violate any of the terms or requirements of this document at any time, the Village (or its successor municipality) shall have the right to enforce this document in a court of competent jurisdiction, and the Village (or its successor municipality) shall also be entitled to be reimbursed for its attorney fees and costs by the party (or parties) found to be in violation of this document should the Village (or its successor municipality) prevail in whole or in part in such court action. In addition to any court remedy, the Village is also authorized to deny any building permit, zoning permit, or any other Village permit or approval regarding any aspect of the Property so long as the Property remains in violation of any portion of this document.

7. The Landowner does hereby request the above parcels be combined on the _____ (Year) assessment year, and does hereby attest that all taxes are current on the parcels.

8. This document has been executed in duplicate. Any party hereto may record this document or a copy of this document with the Isabella County Register of Deeds Records.

9. This document is exempt from state and county transfer tax pursuant to MCL 207.526(A) and 207.505(a).

By: _____
(Landowner Printed Name)

By: _____
(Landowner Printed Name)

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ (Name), the _____ (Status) _____ of _____ (Legal Description) _____ who is personally known to me or who has produced his or her driver’s license as identification.

Notary Public, _____ County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

By: _____

Timothy R. Wolff

Its: Village Manager of Village of Lake Isabella

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Timothy R. Wolff, the Village Manager of Village of Lake Isabella who is personally known to me or who has produced his or her driver's license as identification.

Notary Public, _____ County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

Drafted By and When Recorded,
Timothy R. Wolff, Village Manager
1010 Clubhouse Drive
Lake Isabella, MI 48893

Once Recorded Please Return to:

