

COPY 7

DECLARATION OF RESTRICTIONS

Whereas, Harry W. Klein, Jr. whose address is 10453 Barnes Road, Portland, Michigan 48875, is the land contract Vendor and Somerset Hills Development, L.L.C., a Michigan limited liability company whose address is 403 S. Clinton Street, Grand Ledge, Michigan 48837 is Vendee in a land contract for the sale of property described in Exhibit A which is attached hereto and incorporated by reference; and

Whereas, Philip K. Fent and Julianne Fent, husband and wife, are the owners of Lot H, as hereinbelow described; and

Whereas, Steven A. Karkau and Carmen Karkau, husband and wife, are the owners of Lot Q as hereinbelow described; and

Whereas said parties desire to benefit that portion of the said land being developed as Klein's Estate Somerset Hills Condominium Units 1-24, as well as those adjacent parcels of land A-Q adjacent to the said condominium and to provide for ingress and egress for the benefit of all such parcels as described in the survey recorded in Liber 976, Page 463 of Clinton County Records.

Now Therefore, the send Vendor and the said Vendee declare the following restrictions for the benefit of themselves and any successors in title:

1. Those rights of way each designated as 66' wide private drive(s) on the said survey shall, upon being constructed, be rights of way for ingress and egress by persons owning any condominium unit 1 through 24 shown on said survey together with persons owning any of Lots A through Q on the said survey. Nothing contained herein shall impose any obligation on any party to construct any such road.
2. The cost of maintaining the said rights of way including, but not limited to snow removal therefrom, shall be shared by the said persons owning the said condominium units and the said persons owning the said lots in the amounts of their respective assessments to be determined pursuant to these restrictions.
3. The said land contract Vendee, as developer, shall bear the cost assessed to any unsold or undeveloped condominium unit and the cost assessed to any unsold lot.



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4. Upon sale by the developer of any condominium unit or any lot, the purchaser shall assume and pay the portion of the assessment in the year of sale from and after the date of closing, prorated on a calendar year basis.
5. That annual assessments for the maintenance of said rights of way, including but not limited to snow removal therefrom, shall be made by those persons owning each condominium unit together with those persons owning each lot and for such purpose the owners of each condominium unit and the owners of each lot shall have one vote per condominium unit and per lot, respectively, at any meeting called to determine assessments.
6. An annual meeting shall be called by the President of the Sommerset Hills Condominium Association for the purpose of determining the annual assessments for the said rights of way not later than June 30 of each year. Notice of said meetings shall be given by First Class U.S. Mail to all owners of condominium units and to all owners of lots not less than two (2) weeks prior to the meeting date. The meeting shall be scheduled to be held at any common area maintained by the Sommerset Hills Condominium Association, or, if such is not available, at any reasonably convenient place for all persons to whom notices are sent. The meetings shall be scheduled at a reasonable time outside of usual working hours which are, for this purpose, considered to be 8:00 a.m.-5:00 p.m.
7. Any person purchasing a condominium unit or lot covered by these restrictions shall, upon recording a deed to the condominium unit or lot, be conclusively presumed to have agreed to these restrictions.
8. Each condominium or lot covered by these restrictions shall be assessed equally for the cost of said maintenance.
9. Any unpaid and delinquent assessment shall be a lien on the subject property, which lien shall be perfected and enforced in the same fashion as set forth in the Master Deed of Klein's Estate Sommerset Hills Condominium.
10. This Declaration of Restrictions shall apply to the condominium units set forth herein whether developed or undeveloped and shall be construed to apply to any additional condominium units in the event of expansion.
11. This Declaration of Restrictions may be amended by written agreement signed by all owners of condominium units and lots, respectively, at the time of said amendment; any such amendment shall be recorded with the Clinton County Register of Deeds and a copy given to each person who signed the said agreement.

In witness whereof, this Declaration is executed by the respective parties on the day and year set forth below, to be effective upon recording with the Clinton County Register of Deeds.

Dated: 12/27/2004

Harry W. Klein Jr
Harry W. Klein, Jr.

Acknowledged before me this 27th day of December, 2004 by Harry W. Klein, Jr.

Martha L Woodhouse
Martha L Woodhouse Notary Public
Clinton County, Michigan
My Commission Expires: 4/21/2008

Somerset Hills Development, L.L.C., for
itself and on behalf of Somerset Hills
Condominium Association, a Michigan non-
profit corporation

Dated: 12/23/04

William J. Tanasse Jr.
By: William J. Tanasse, Jr.
Its: Member

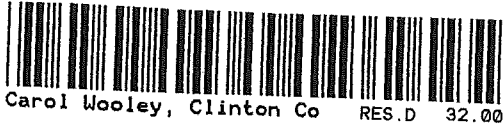
Acknowledged before me this 23rd day of December, 2004 by William J.
Tanasse, Jr., member of Somerset Hills Development, L.L.C.

Martha L. Woodhouse
Martha L Woodhouse Notary Public
Clinton County, Michigan
My Commission Expires: 4/21/2008

Dated: SEPT END 2004

Philip D. Fent
Philip D. Fent

Julianne Fent
Julianne Fent



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Acknowledged before me this 2nd day of Sept, 2004 by Philip D. Fent and Julianne Fent.

Martha L Woodhouse
Martha L Woodhouse Notary Public
Clinton County, Michigan
My Commission Expires: 4/21/2008

Dated: July 20 2004

Steven A. Karkau
Steven A. Karkau

Carmen L Karkau
Carmen Karkau

Acknowledged before me this 20TH day of July, 2004 by Steven A. Karkau and Carmen Karkau.

Martha L Woodhouse
Martha L Woodhouse Notary Public
Clinton County, Michigan
My Commission Expires: 4/21/2008

Drafted by:

Phillip J. Birdsall
352A W. Columbia Street
Mason, MI 48854

EXHIBIT A

LEGAL DESCRIPTION



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EXCEPT FOR:

That part of the Northeast 1/4 of Section 19, Town 5 North, Range 3 West, Watertown Township, Clinton County, Michigan being more particularly described as follows: commencing at the North 1/4 corner of said Section 19; thence South 00°15'47" East along the North-South 1/4 line of Section 19 a distance of 2470.31 feet; thence North 89°51'53" East parallel with the East-West 1/4 line of Section 19 a distance of 70.01 feet to the POINT OF BEGINNING of this description: thence continuing North 89°51'53" East, 72.65 feet; thence North 24°34'21" East, 204.81 feet; thence 64.56 feet along a tangent curve to the right, said curve having a radius of 142.00 feet, a central angle of 26°02'56" and a chord of 64.00 feet bearing North 37°35'49" East; thence North 50°37'17" East, 207.54 feet; thence 97.26 feet along a tangent curve to the right, said curve having a radius of 142.00 feet, a central angle of 39°14'36" and a chord of 95.37 feet bearing North 70°14'35" East; thence North 89°51'53" East, 249.16 feet; thence Northerly 68.34 feet along a non-tangent curve to the right, said curve having a radius of 75.00 feet, a central angle of 52°12'28" and a chord of 66.00 feet bearing North 00°08'07" West; thence South 89°51'53" West, 238.19 feet; thence 142.46 feet along a tangent curve to the left, said curve having a radius of 208.00 feet, a central angle of 39°14'36" and a chord of 139.70 feet bearing South 70°14'35" West; thence South 50°37'17" West, 207.54 feet; thence 94.57 feet along a tangent curve to the left, said curve having a radius of 208.00 feet, a central angle of 26°02'56" and a chord of 93.75 feet bearing South 37°35'49" West; thence South 24°34'21" West, 235.18 feet to the point of beginning, containing 1.30 acres, more or less, and subject to easements, restrictions and reservations of record or use, if any.

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Acres 5/31/01

11/9 5/17/2001