

**DEED RESTRICTION AGREEMENT**

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is acknowledged by the parties hereto, the Village of Lake Isabella, with its offices located at 1096 Queensway, Lake Isabella, Michigan 48893-9673 (the "Village") and \_\_\_\_\_, a married couple/single person, of the following permanent address \_\_\_\_\_ (the "Landowner"), do hereby agree as follows:

**WITNESSETH**

WHEREAS, Landowner owns certain properties located within the Village which are legally described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(the "Property"); and

WHEREAS, as a requirement of zoning or other approval for \_\_\_\_\_, the Landowner has agreed (both on behalf of the Landowner and also on behalf of the Landowner's successors, transferees, creditors and assigns as to the Property) that all of the individual lots, parcels and/or portions of the Property (as described above) are hereby deemed to be automatically and permanently combined and that no lot, parcel, part or portion of the Property shall be divided or split, or be otherwise detached, transferred or sold separately to any other person, party or entity unless expressly approved by the Village in writing beforehand; and

WHEREAS, the parties hereto have freely and voluntarily entered into this Agreement, which shall be deemed to be in the nature of a permanent deed restriction/restrictive covenant which shall permanently bind and run with the Property.

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

THE VILLAGE OF LAKE ISABELLA

By \_\_\_\_\_

Its \_\_\_\_\_

