

DECLARATION OF RESTRICTIONS

This Declaration of Restrictions is made this 18th day of January, 1995 by Jonesville Local Development Finance Authority, of Jonesville, Michigan.

WHEREAS, Jonesville Local Development Finance Authority (hereinafter called LDFA) is the owner of real property described on the attached Exhibit A and wishes to subject said property to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said property and for each subsequent owner thereof and shall inure to the benefit of and pass with said property and each and every parcel thereof and any owner thereof.

1. Declaration. LDFA hereby declares that the real property described above is and shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth.

2. Definitions. "Jonesville Industrial Park" shall mean and include all of the real estate from time to time subject to the restrictions and covenants imposed by this instrument.

"Building Site" shall mean a parcel of land upon which an administration or industrial building or buildings and appurtenant structures may be erected in conformance with these covenants.

"Improvements" shall mean and include an administration or industrial building or buildings, outbuildings appurtenant thereto, parking areas, loading areas, fences, masonry walls, hedges, lawns, mass plantings and any structures of any type or kind located above

ground.

"Building line or lines" shall mean the minimum distance which administration or industrial buildings and outbuildings or any structure of any type or kind located above ground shall be set back from the property or street lines.

"Side building site line" shall mean the boundary or property line dividing two adjoining building sites.

For the purpose of these restrictions, the term "Approval Committee" shall, upon the initial effectiveness of this instrument, be deemed to mean the Board of Directors of the LDFA with such Secretary serving as Secretary of the "Approval Committee". Thereafter, the make-up of the "Approval Committee" shall be as herein provided, and as provided under the provisions of paragraph nine hereof. A majority of the members of such committee shall constitute a quorum of such committee and are vested with authority to make any decisions, perform any acts and execute any written instruments of approval or consent required by these restrictions. The "Approval Committee" shall have full power to select, appoint, retain and use any agents or sub-committees of any type and nature as it deems advisable to render such assistance to said "Approval Committee" and to perform such acts as said "Approval Committee" and to perform such acts as said "Approval Committee" shall determine.

3. Primary Intended Use. All of the building sites in the Jonesville Industrial Park shall be used for light industrial, research and development, storage and warehouse facilities directly

related to manufacturing operations.

4. Prohibited Uses. The following uses shall not be permitted:

- A. Residential construction
- B. Commercial incineration.
- C. Auto or truck wrecking or salvage yards of any type.
- D. Open storage or disposal of waste paper, rags, scrap metals, scrap glass.
- E. Central mixing plant for asphalt or concrete.
- F. Process emitting excessive odor, dust, fumes, noise, smoke or vibration.
- G. Trucking terminals.
- H. Holding of live animals.

5. Required Standards.

- A. No building having barrel/quonset hut type or pole building construction shall be built on any building site.
- B. All lot areas not used for buildings, roads, parking, loading and storage area shall be properly maintained thereafter in a well-kept condition.
- C. Structures or buildings erected in the Jonesville Industrial Park shall have the following setback requirements:

- 1. Rear Yard: The rear yards shall be not less than 25 feet;
- 2. Side Yard: The side yards shall be not less than 15 feet;

3. Building Line: The minimum front yard building setback shall be not less than 50 feet from road right of way line.

D. Land embraced within the front yard setbacks shall not be used for storage or any other use with the exception of parking, yard use, landscaping use and access to the property.

E. Outdoor storage of equipment, raw materials, semi-finished or finished products may be permitted only when such outdoor storage is necessary and incidental to the operations being carried on in the building located upon the site. No storage shall be permitted on the setback required by paragraph 5D and all storage shall be shielded by fence or landscaping so as to screen such storage areas from public streets and adjoining properties.

F. Each owner must provide adequate off-street parking facilities so as to eliminate any necessity for the parking of vehicles upon the public streets within this Park. All driveways, walks, parking areas and loading areas shall be clearly defined and well maintained.

G. All buildings shall have exterior facing of architectural approved materials such as: face brick, concrete block, architectural concrete, steel or aluminum factory finished panels and glass. At least twenty-five (25) percent of the sides of any building facing upon a public street or a public highway must be treated with finished materials. Finished materials are defined as: face brick, glass, ornamental stone

or other decorative material. All exposed concrete block or metal must be painted or varnished within sixty days from the date of occupancy, except those materials not normally painted or those materials which have been pre-finished. No used material shall be incorporated within any building. No structure, covering, garage or other outbuilding of a temporary nature shall be situated, erected or maintained on any parcel of the subject property, but this shall not apply to construction building or storage facilities used in the course of construction of any permanent building.

H. Provision for handling all freight either by railroad or truck, shall be, if possible, on the side or rear of the building.

I. All utility easements as dedicated shall be kept free of all structures and the removal of any obstruction by a utility company shall in no way obligate the utility company in damages or to restore the obstruction to its original form.

6. Signs. No billboards or advertising signs other than those identifying the names, businesses and products of the firm or business occupying the premises will be permitted with the exception of municipal signs.

7. Construction Plans. No construction, erection, relocation or exterior alteration of any buildings, structures or other facilities may be commenced and completed on any part of said real estate without securing in advance the written consent and approval of the "Approval Committee". The following information, as

appropriate, shall be submitted to the Chairman of the "Approval Committee" for its consideration of any plans:

- A. Preliminary architectural plans for the proposed building, structure or improvement.
- B. A site plan showing location and design of buildings, structures, signs, driveways, driveway intersection with streets, parking areas, loading areas and sidewalks.
- C. A grading plan and a planting plan, including screen walls and fences, if any, for analysis of adequacy of visual screening, erosion control and landscaping.
- D. A description of proposed operations on said real estate, an estimate of the maximum number of employees contemplated and a plan showing location of utilities and easements therefor, if any.
- E. A list of exterior finish materials to be used in construction.

Within thirty days after receipt of the above listed information, the "Approval Committee" shall meet to review the plans as submitted. Upon finding that the requirements of Sections 3, 4, 5 and 6 have been met, the "Approval Committee" shall notify the owner of the land in writing that the plans have been approved, or similarly notify the owner of the specific grounds for disapproval of said plans.

8. Repurchase. If, after the expiration of one year from the date of execution of a sale contract agreement on any part, parcel, tract, tracts or lot within the Jonesville Industrial Park, any

purchaser shall not have begun in good faith the construction and/or continued the construction of an acceptable building upon said part, parcel, tract, tracts or lot, the LDFA retains the option to refund the purchase price and enter into possession of the land. At any time, the LDFA, its successors and assigns, may extend in writing the time in which such building is to be built. Upon such refund of the purchase price, the purchaser shall execute and deliver to the LDFA a good and sufficient reconveyance of said premises.

9. Approval Committee. The Approval Committee shall consist of LDFA members. The Chairman of the Approval Committee shall be a member of the LDFA Board.

At such time as two lots within the new Jonesville Industrial Park are sold to two different unrelated business entities, the owners of those two lots shall be entitled to appoint a representative to the "Approval Committee".

In the event LDFA ceases to exist by operation of law or for any other reason, then in that event, the Village of Jonesville shall appoint individuals to replace the LDFA members.

The "Approval Committee" shall have full power and authority to enact regulations concerning the election of its members, terms of offices of members, procedures for the conduct of its meetings and all other matters necessary or incident to the proper functioning of the "Approval Committee" as representative of the owners of land within the Jonesville Industrial Park.

10. Remedies. If the grantee or its successors and assigns

or any lessee or occupant of any part of such real estate or any other person shall violate or attempt to violate any of the covenants, conditions and restrictions contained herein, it shall be lawful and permissible for the LDFA or any owner or occupant of realty adjacent to that real estate on which such violation is occurring or contemplated, or the owner or occupant of any other real estate in said Jonesville Industrial Park, regardless of whether adjacent thereto, or any one or more of such persons to prosecute any proceedings at law or in equity against the person or persons violating any of these restrictions for any remedies that are available including but not limited to actions for injunctive relief and damages. The LDFA shall be entitled to recover from any person or persons violating or attempting to violate any of these covenants, conditions and restrictions all attorneys' fees, costs and expenses, without relief from valuation and appraisement laws, incurred by said LDFA with respect to securing the enforcement of or the compliance with these covenants, conditions and restrictions or with respect to any actions, either at law or in equity, commenced by it for such purpose or purposes.

11. Duration of Covenants. Each of the conditions, covenants, restrictions and reservations set forth herein shall continue to be binding upon the grantor and upon its successors and assigns and upon each of them and all parties and all persons claiming under them in perpetuity; provided, however, that the conditions, covenants, restrictions and reservations set forth herein may be amended at anytime upon unanimous agreement of the

"Approval Committee" by the owners of land in the Jonesville Industrial Park representing 75% of the land therein figured by area.

12. Failure by the LDFA to enforce any of the restrictions, conditions and agreements herein contained shall in no event be deemed a waiver of right to do so thereafter.

13. Invalidation of any of these covenants or any part thereof by judgements or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Jonesville Local Development Finance Authority, Inc. by authority of its Board has caused this instrument to be executed by its President its Secretary this 27th day of November, 1995.

Executed in the Presence of:

Kristine B. Silver
Kristine B. Silver

Anne E. Dempsey
Anne E. Dempsey

Robert E. Snow
Robert E. Snow
President

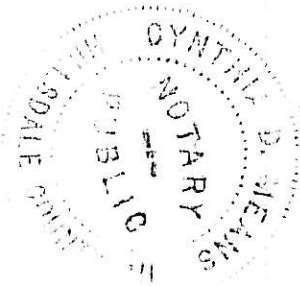
Dennis M. McComb
Dennis M. McComb
Secretary

Prepared by:

Kristine B. Silver
265 E. Chicago Street
Jonesville, Michigan 49250

STATE OF MICHIGAN)
) ss
 County of Hillsdale)

On this 27TH day of November in the year of our Lord one thousand nine hundred and ninety five before me, a notary public in and for said County appeared Robert E. Snow and Dennis M. McComb to me personally known, who, being duly sworn, did each for themselves say that they are respectively the president and secretary of the Local Development Finance Authority of the Village of Jonesville, the corporation named in and which executed the within instrument, and that said instrument was signed in behalf of said corporation by authority of its Board; and said Robert E. Snow and Dennis M. McComb acknowledged said instrument to be the free act and deed of said corporation.



Cynthia D. Means
 Cynthia D. Means, Notary Public
 Hillsdale County, Michigan
 My comm. expires: 3/11/96

EXHIBIT A

RECORDED
HILLSDALE CO. MICH.

'95 NOV 30 PM 1 53

Fayette Township,

REG. OF DEEDS

Hillsdale County, Michigan

A parcel of land in the Northeast One-Quarter (NE 1/4) of Section 8, Township 6 South, Range 3 West, Fayette Township, Hillsdale County, Michigan, Described as:

Commencing at the Northwest corner of the Northeast One-Quarter (NE 1/4) of said Section 8; thence North $83^{\circ} 48' 53''$ East along the North line of said Section 8, 1320.47 feet; thence South $05^{\circ} 22' 55''$ East 359.05 feet to the Point of Beginning; thence continuing South $05^{\circ} 22' 55''$ East 505.05 feet; thence South $83^{\circ} 49' 50''$ West 600.45 feet; thence along the arc of a curve bearing to the Right (curve data: radius = 10.00 feet; delta = $90^{\circ} 00' 40''$; tangent = 10.00 feet; chord = 14.14 feet; chord bearing = North $51^{\circ} 10' 10''$ West) an arc length of 15.71 feet; thence North $06^{\circ} 10' 10''$ West 401.53 feet; thence along the arc of a curve bearing to the Right (curve data: radius = 50.00 feet; delta = $48^{\circ} 23' 40''$; tangent = 22.47 feet; chord = 40.99 feet; chord bearing = North $18^{\circ} 01' 33''$ East (an arc length of 42.23 feet; thence along the arc of a curve bearing to the Left (curve data: radius = 75.00 feet; delta = $48^{\circ} 23' 38''$; tangent = 33.70 feet; chord = 61.48 feet; chord bearing = North $18^{\circ} 01' 35''$ East) an arc length of 63.35 feet; thence North $83^{\circ} 49' 50''$ East 575.39 feet to the Point of Beginning.

TOGETHER WITH AN ACCESS EASEMENT described as: A parcel of land in the Northeast One-Quarter (NE 1/4) of Section 8, Township 6 South, Range 3 West, Fayette Township, Hillsdale County, Michigan, described as: Commencing at the Northwest corner of the Northeast One-Quarter (NE 1/4) of said Section 8; thence North $83^{\circ} 48' 53''$ East along the North line of said Section 8, 1320.47 feet; thence South $05^{\circ} 22' 55''$ East 864.10 feet to the Point of Beginning; thence continuing South $05^{\circ} 22' 55''$ East 66.01 feet; thence South $83^{\circ} 49' 50''$ West 675.54 feet; thence North $06^{\circ} 10' 10''$ West 477.53 feet; thence along the arc of a curve bearing to the Left (curve data: radius = 50.00 feet; delta = $48^{\circ} 23' 40''$; tangent = 22.47 feet; chord = 40.99 feet; chord bearing = North $30^{\circ} 22' 00''$ West) an arc length of 42.23 feet; thence along the arc of a curve bearing to the Right (curve data: radius = 75.00 feet; delta = $276^{\circ} 47' 12''$; chord = 99.60 feet; chord bearing = North $83^{\circ} 49' 43''$ East) an arc length of 362.31 feet; thence along the arc of a curve bearing to the Left (curve data: radius = 50.00 feet; delta = $48^{\circ} 23' 40''$; tangent = 22.47 feet; chord = 40.99 feet; chord bearing = South $18^{\circ} 01' 33''$ West) an arc length of 42.23 feet; thence South $06^{\circ} 10' 10''$ East 401.53 feet; thence along the arc of a curve bearing to the Left (curve data: radius = 10.00 feet; delta = $90^{\circ} 00' 40''$; tangent = 10.00 feet; chord = 14.14 feet; chord bearing = South $51^{\circ} 10' 10''$ East) an arc length of 15.71 feet; thence North $83^{\circ} 49' 50''$ East 600.45 feet to the Point of Beginning.

TOGETHER WITH AN ACCESS EASEMENT described as: A parcel of land in the Northeast One-Quarter (NE 1/4) of Section 8, Township 6 South, Range 3 West, Fayette Township, Hillsdale County, Michigan, described as: Commencing at the Northwest corner of the Northeast One-Quarter (NE 1/4) of said Section 8; thence North $83^{\circ} 48' 53''$ East, along the North line of said Section 8, 1320.47 feet; thence South $05^{\circ} 22' 55''$ East 864.10 feet to the Point of Beginning; thence continuing South $05^{\circ} 22' 55''$ East 66.01 feet; thence North $83^{\circ} 49' 50''$ East 1106.50 feet to the Westerly Right-of-Way line of State Highway M-99; thence North $14^{\circ} 55' 44''$ West, along the Westerly Right-of-Way line of State Highway M-99, 66.83 feet; thence South $83^{\circ} 49' 50''$ West 1095.42 feet to the Point of Beginning.