

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 1010 Clubhouse Drive, Lake Isabella, Michigan 48893-9673 (the "Village"), a Michigan Municipality, and;
- _____,
_____, with the following permanent address _____
(the "Landowner"), do hereby agree enter into this Agreement on this the ____ day of _____, 20_____.

WITNESSETH

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

(the "Property");

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. Ownership of the Property must be kept under one person, a married couple or one entity who will be solely responsible for maintenance of the water supply and wastewater disposal system on the Property.
2. The wastewater disposal system has been designed and permitted based upon single-family residential use. Said design is per CMDHD permit number _____.
3. Low flow fixtures shall be utilized throughout the dwelling. In the event of a sewage disposal failure as determined by the CMDHD, the Owner shall promptly abate the failure and repair or replace the wastewater disposal system under permit from the CMDHD.

4. The Owner shall hire an Operation and Maintenance Provider (“OMP”) to perform all required maintenance and inspections on this system as prescribed by the approved permit and System Management Plan. The OMP shall submit required reports to the CMDHD that indicate the measurement of water use, observation of the system and how it is functioning, and other information as may be required by the System Management Plan.
5. This Agreement and any required permits, together with the covenants and restrictions herein, are permanent and shall run with the land, and shall bind, and inure to the benefit of the heirs, executors, administrators, devisees, successors, legal representatives, and assigns of the respective parties to whom the whole or any part of the land so made subject to said permit shall at any time become or belong. Any violation of the restrictions and covenants contained in this Agreement shall void any required permits, including the right to occupy the structure. Any property in violation of its approved permit or System Management Plan shall be deemed to be in violation of the Village’s Blight Code which requires that dwellings be maintained in a habitable condition.
6. Failure of the Village or CMDHD to enforce any covenant or restriction contained in this Agreement shall not be construed as a waiver of any further breach of the same covenant or restriction in the future.
7. This Agreement and any amendments hereto shall be recorded by the Owner within three (3) calendar days from the date of this Agreement or any amendment with the Isabella County Register of Deeds.
8. This Agreement shall only be modified upon the written approval of the Village and CMDHD.
9. In the event the dwelling on the Property is connected to a municipal sewer system, the wastewater limitations listed herein shall be deemed null and void.
10. All devices including flush toilets, urinals, lavatories, sinks, bathtubs, showers, laundry sinks, dishwashers, and any other device from which sewage emanates shall be connected to an approved onsite sewage disposal system.
11. It is the responsibility of the Owner to secure, obtain and post any Performance Bond which may be required by the System Management Plan to ensure that the next required round of maintenance or inspections will be carried out.
12. The monetary consideration for this Agreement is less than \$100.00. Therefore, the recording of this Agreement is exempt from state and county recording taxes/fees pursuant to MCL 207.526(a) and 207.505(a).
13. This Agreement may be enforced in court by either the Village, CMDHD or their respective successors. Should the Village or CMDHD (or their successors) prevail in court pursuant to any lawsuit to enforce or involving this Agreement, the Owner shall reimburse the Village and/or CMDHD (whichever agency is involved in the lawsuit or both) for their reasonable attorney fees and costs, including legal fees related to the preparation for any such lawsuit and any appeals.

14. This Agreement has been executed in triplicate, although it constitutes only one contract or agreement overall.

LANDOWNER,

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me on this ____ day of _____, 20__, by _____, and _____, _____, who are personally known to me or who have produced their Michigan driver's licenses as identification.

Notary public, _____ County, Michigan
Acting in _____ County
My commission expires _____

* * *

VILLAGE OF LAKE ISABELLA, a
Michigan home rule village

By _____

Timothy Wolff
Its Manager

And by _____

Carol Shannon
Village Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me on this ____ day of _____,
20____, by Timothy Wolff, Manager of the Village of Lake Isabella, and Carol Shanon, Clerk of
the Village of Lake Isabella, who are personally known to me or who have produced their
Michigan driver's licenses as identification.

Notary public, _____ County, Michigan
Acting in _____ County
My commission expires _____

DRAFTED BY AND RETURN TO:
Timothy Wolff, Village Manager
The Village of Lake Isabella
1010 Clubhouse Drive
Lake Isabella, MI 48893
(989) 644-8654