

MICHIGAN LAWS

SPEED LIMIT (All roads and highways, unless otherwise posted)

Passenger cars 55 mph (88 km/h)
except on designated signed rural freeways 65 mph (104 km/h)
Trucks 55 mph (88 km/h)
School buses 50 mph (80 km/h)
except on freeways 55 mph (88 km/h)
Minimum 45 mph (72 km/h) for all vehicles on freeways. Motorists must reduce speeds when weather conditions are poor or where lower speed limits are posted.

SAFETY BELTS REQUIRED

To save lives and reduce injuries, Michigan law requires all drivers and all front-seat passengers to wear safety belts. The fine is \$25.

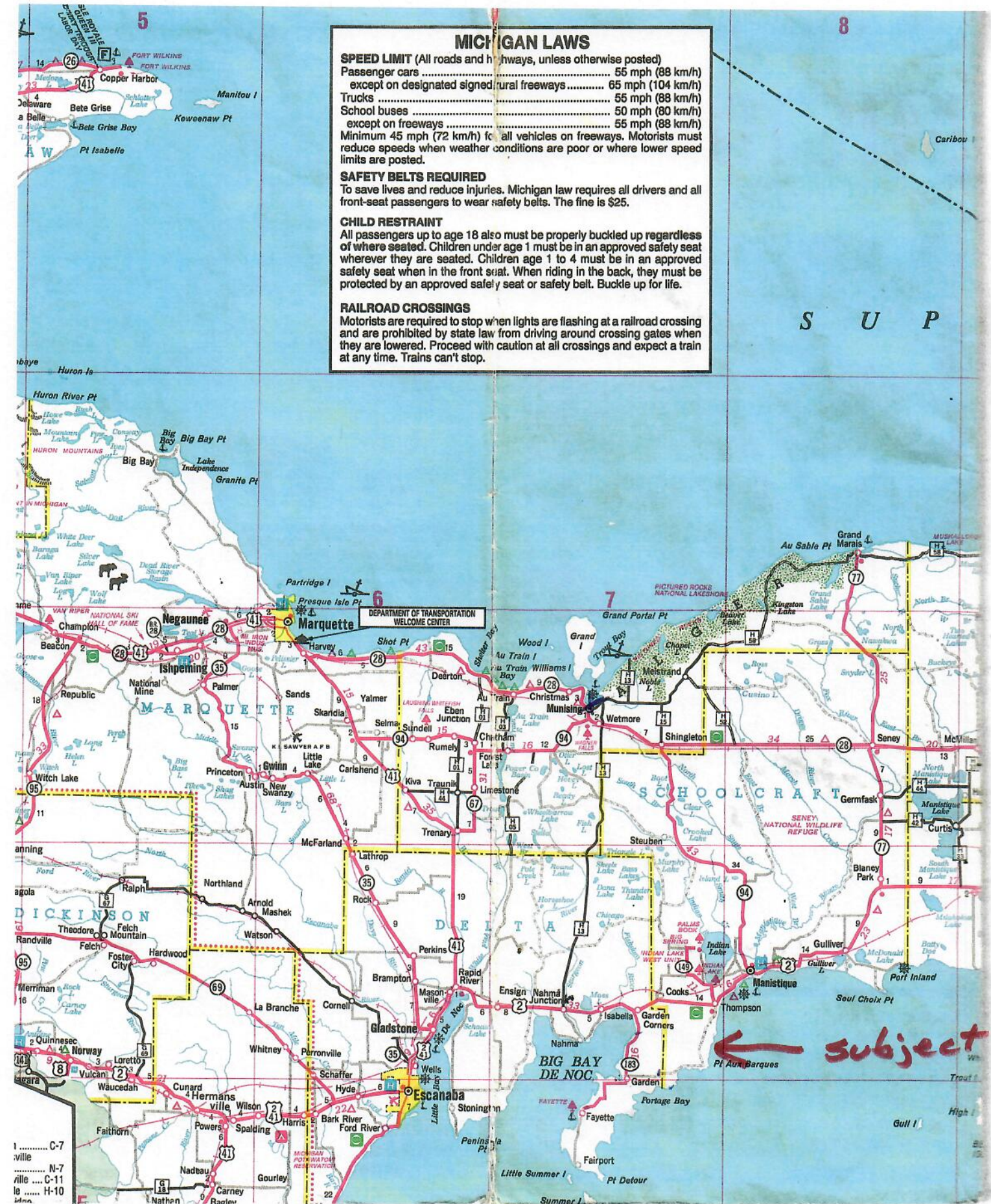
CHILD RESTRAINT

All passengers up to age 18 also must be properly buckled up regardless of where seated. Children under age 1 must be in an approved safety seat wherever they are seated. Children age 1 to 4 must be in an approved safety seat when in the front seat. When riding in the back, they must be protected by an approved safety seat or safety belt. Buckle up for life.

RAILROAD CROSSINGS

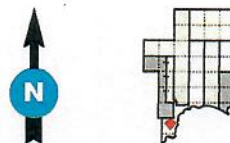
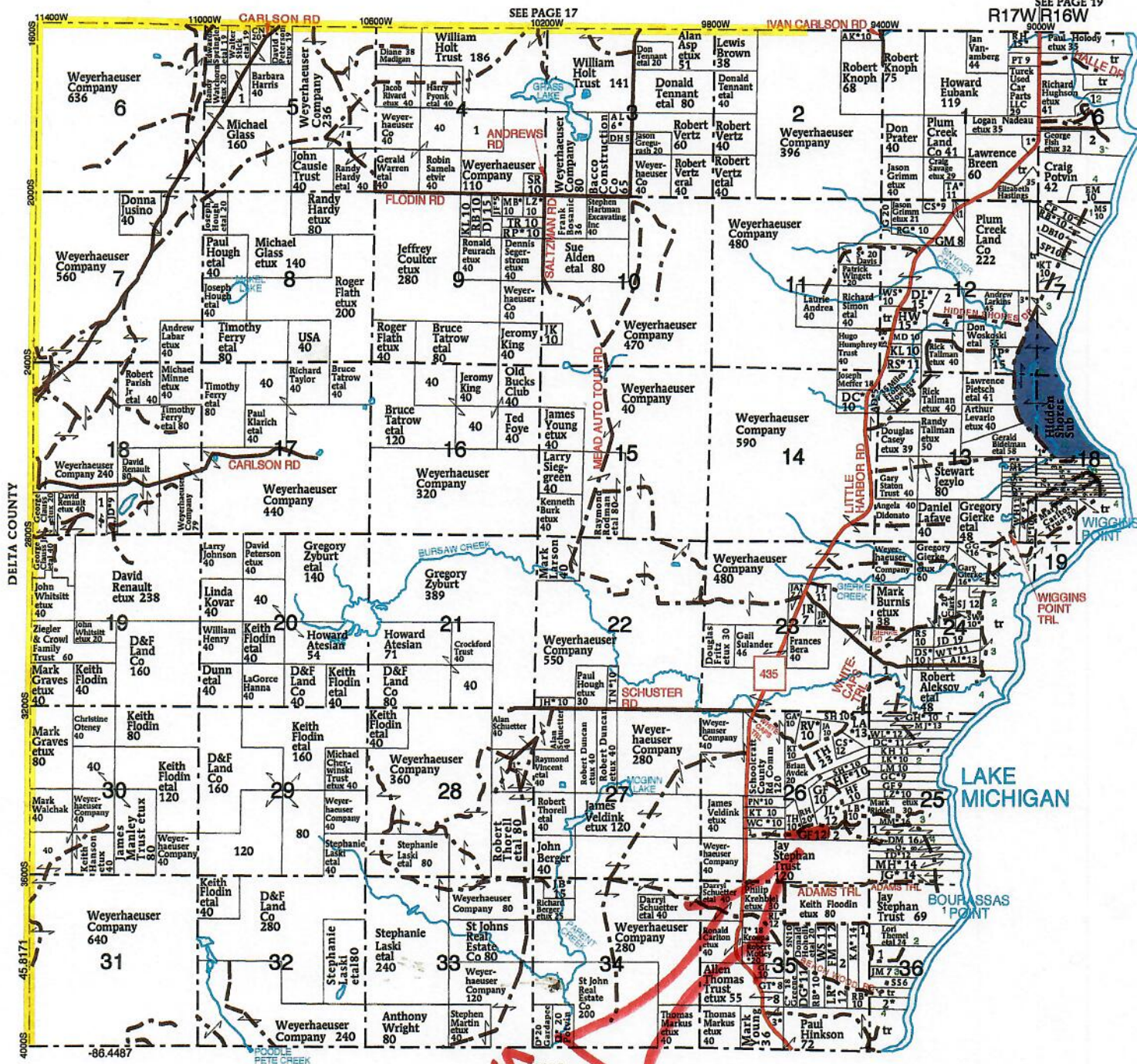
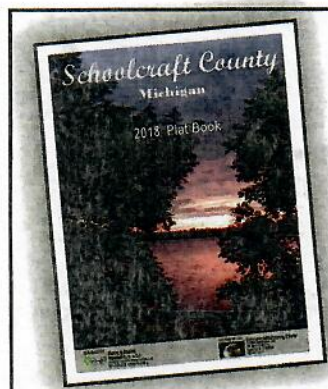
Motorists are required to stop when lights are flashing at a railroad crossing and are prohibited by state law from driving around crossing gates when they are lowered. Proceed with caution at all crossings and expect a train at any time. Trains can't stop.

S U P



T-40-N • R-16-17-W

See Page 69-70 For Additional Names.

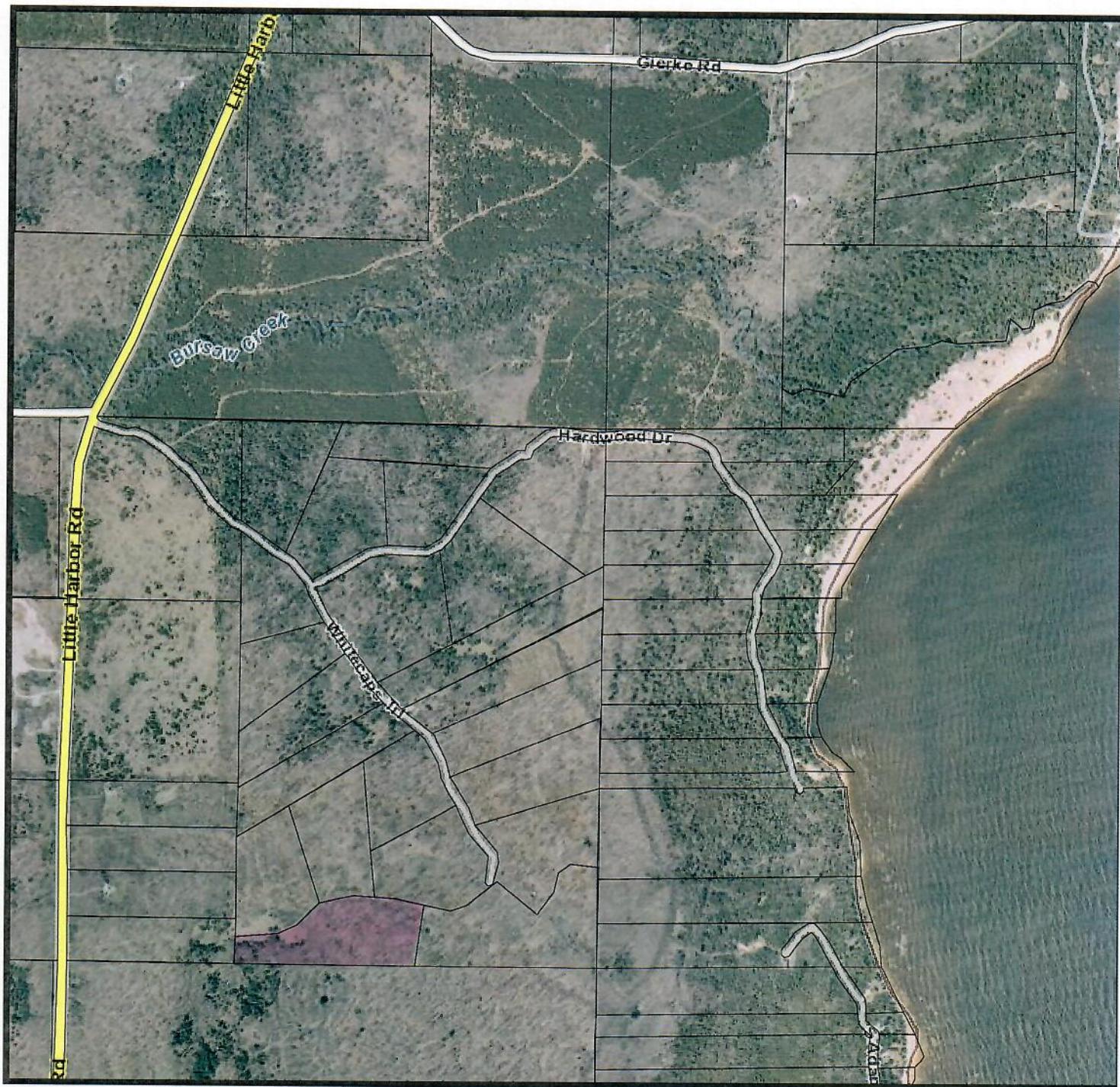


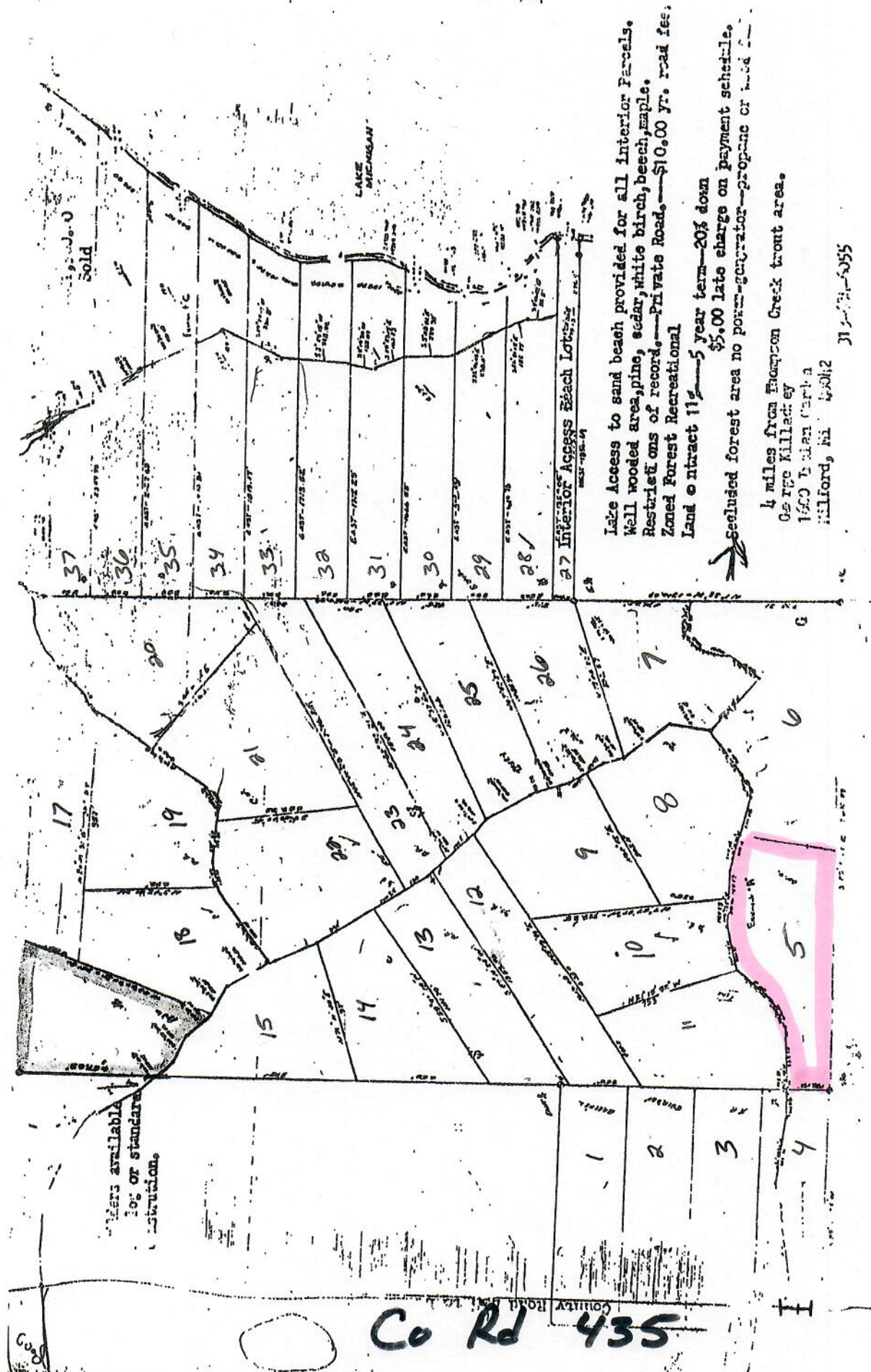
Schoolcraft County Clerk

Courthouse Room 164, 300 Walnut St.

Manistique, MI 49854

or phone: (906) 341-3618



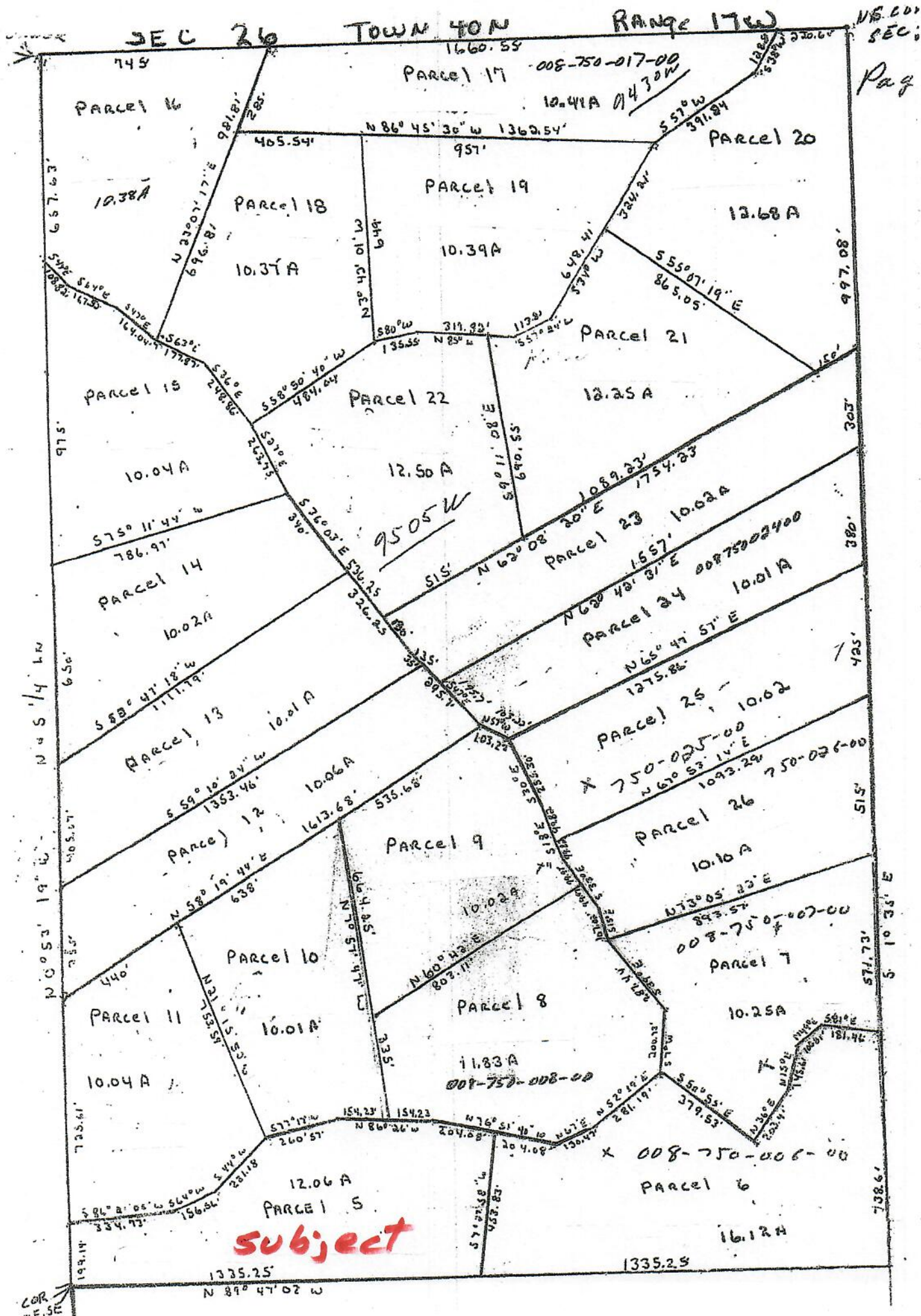


Lake Access to sand beach provided for all Interior Parcels.
 Well wooded area, pine, cedar, white birch, beech, maple.
 Restricted uses of record, Private Road, \$10.00 yr. road fee.
 Zoned Forest Recreational
 Land contract 11 $\frac{1}{2}$ year term—20% down
 \$5.00 late charge on payment schedule.
 Secluded forest area no power-generator—propane or wood

4 miles from Thompson Creek trout area.
 George Killackey
 1920 Indian Creek
 Milford, MI 48062

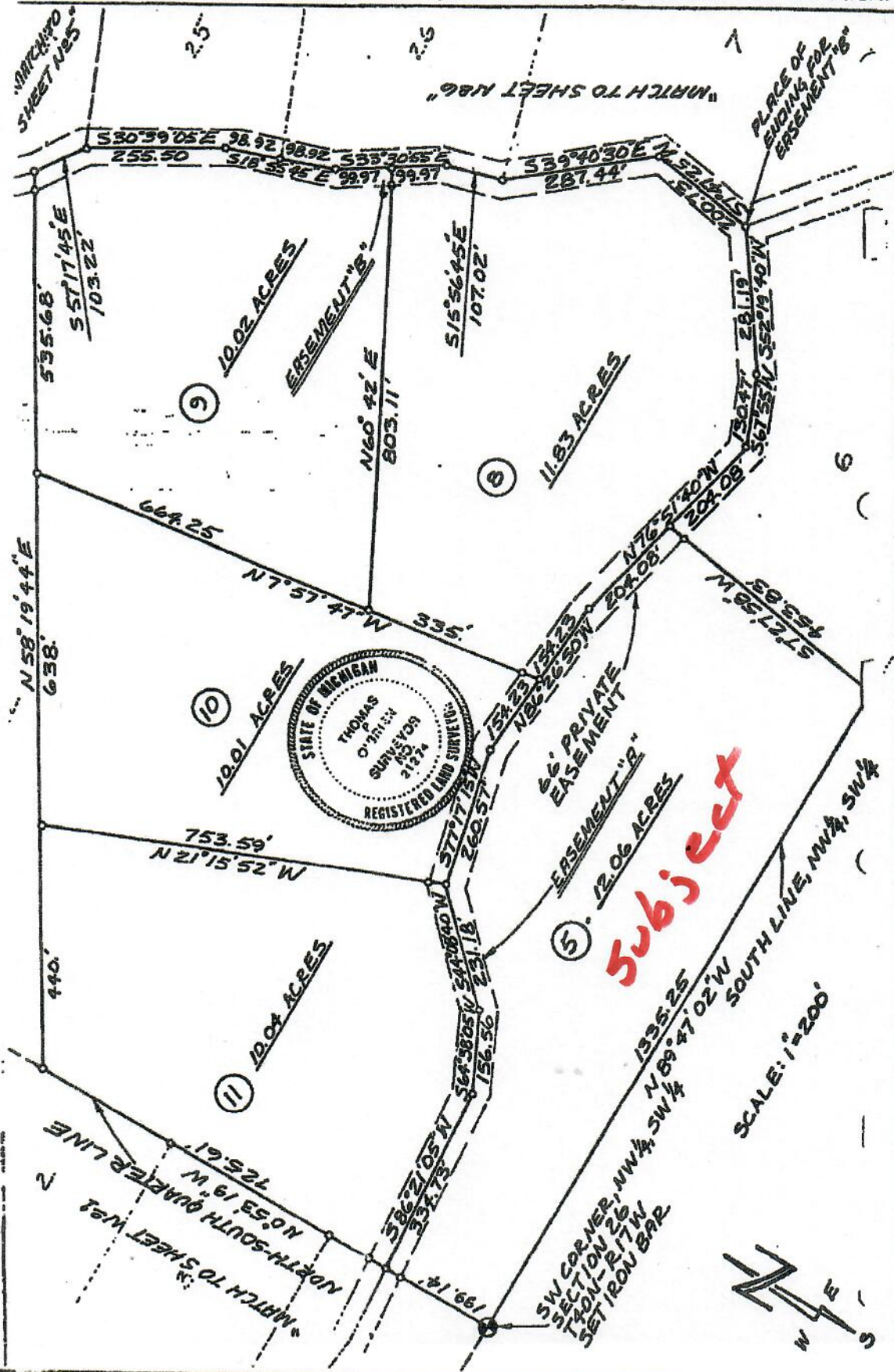
313-6055

Co Rd 435



**SURVEY
REPORT**

SECTION 26, T40N-R17W, THOMPSON TWP, SCHOOLCRAFT CO. MICH.



DECLARATION OF RESTRICTIONS AND EASEMENTS

KNOW ALL MEN BY THESE PRESENT, That, WHEREAS,

The Peninsula Acres Participants have acquired the land situated in the Township of Thompson, County of Schoolcraft, State of Michigan, described as follows and recorded in Liber 1, Pages 167-175 and re-recorded in Liber 1, Pages 181-189.

The Northeast 1/4, Section 26, T40N, R17W, Thompson Township, Schoolcraft County, State of Michigan.

The North 1/2 of the Southeast 1/4, Section 26, T40N, R17W, Thompson Township, Schoolcraft County, State of Michigan.

The Northeast 1/4 of the Southwest 1/4, Section 26, T40N, R17W, Thompson Township, Schoolcraft County, State of Michigan.

Government Lot No. 1, Part of Section 25, T40N, R17W, Thompson Township, Schoolcraft County, State of Michigan.

Government Lot No. 2, Part of Section 25, T40N, R17W, Thompson Township, Schoolcraft County, State of Michigan, and

WHEREAS, the said Peninsula Acres Participants desire to establish a uniform plan of restrictions for the said platted land.

NOW, THEREFORE, the said Peninsula Acres Participants hereby agree that all such land shall be sold and conveyed expressly subject to the following agreements, easements, covenants, and restrictions, which agreements, easements, covenants and restrictions run with the land and relate to the described lands and provide a uniform plan for the improvement of said lands.

A. RESIDENTIAL AREA REQUIREMENTS:

1. No land shall be used except for residential purposes, except for parcels #1, 2, 3 and 4. No building shall be erected or placed or permitted to remain on any parcel other than single-family dwelling.
2. No dwelling shall be less than 600 square feet, or the minimum permitted size as required by the County of Schoolcraft, whichever is greater.
3. No building shall be located on any parcel nearer than seventy-five (75) feet to the front line or nearer than fifty (50) feet to the side lines.
4. Each dwelling shall have its own individual privy or septic tank system for disposal of sewage, and all sewage shall be disposed of in such system. No such privy or septic tank system shall be permitted unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Sanitary Engineer of the County Health Department.
5. No parcel shall be used or maintained as a dumping ground for rubbish. Garbage, trash and other waste shall be disposed of at the facilities provided by the township, county or state governing bodies. Non-burnable waste or residue shall be kept in covered sanitary containers. All containers shall be kept under cover in a garage, utility room or basement.

6. No mining or removal of any sand, gravel, rock or other subsurface material will be undertaken, nor shall any timber be commercially removed unless all encumbrances are removed from title. Any and all damage to roads, trails, and terrain shall be repaired to the satisfaction of the Committee and the cost borne by those responsible for such damage. Any subsequent removal of timber shall be permitted only by supervision of the Department of Natural Resources. No Clear Cutting is to be permitted under any circumstances. This provision shall be a Deed Restriction and part of any future conveyance of any parcel of land previously described herein.
7. No basement, shack, garage, barn, or other out-building shall be used on any parcel at any time as a residence.

B. COMMITTEE:

1. The Peninsula Acres Committee shall be composed of George C. Killackey, Alfred Petzold and George Russell. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then owners of record of a majority of the plots shall have the power to change the membership of the Committee, or to withdraw from the Committee, or restore to it any of its powers and duties during the month of September of each succeeding year.
2. The Committee or its designated representative, shall immediately initiate any program approved by a majority of the Participants.

C. OUTLOT - EASEMENT:

1. The Outlot known as Parcel #27 as shown on the survey, has been dedicated to the use of the property owners of the Peninsula Acres only and shall be kept and maintained as a private park and access area for the exclusive benefit of the property owners of the Peninsula Acres, their families and their guests.
2. No commercial activity of any kind shall be permitted in the Outlot.
3. In addition to the foregoing, the use of the Outlot shall be subject to such regulations as may be adopted by the Participants, which shall have control of the Outlot. In order to provide funds for the improvement, maintenance and upkeep of the Outlot, private roads, and the payment of taxes assessed against the Outlot, the Participants may assess all parcel owners as required.

D. EASEMENT:

A perpetual easement right is reserved for the installation and maintenance of electric lines and other public utilities. Easement rights may be granted to adjoining property owners upon written agreement between the Peninsula Acres Participants Committee and their concurrence and signatures on this covenant.

E. AMENDMENTS:

These restrictions may be amended by the owners of two-thirds of the designated parcels. To be effective, such amendment shall be reduced to writing, signed and acknowledged by the owners of two-thirds of the parcels and each owner duly notified of the change or changes.

IN WITNESS WHEREOF, the said Peninsula Acres Participants have caused this instrument to be executed by its Committee thereunto duly authorized, this 24th day of September, 1978.

Peninsula Acres Participants
A MICHIGAN LANDOWNERS GROUP

<u>Donald E. Anderson</u>	<u>Marion E. Anderson</u>
<u>Ervin D. Campbell</u>	<u>Jeanette B. Campbell</u>
<u>John L. Gwizda</u>	
<u>George C. Killackey</u>	<u>Kathryn E. Killackey</u>
<u>Alfred Petzold</u>	<u>June G. Petzold</u>
<u>Gordon G. Knudson</u>	<u>Janet C. Knudson</u>
<u>George W. Russell</u>	<u>Dan V. Knudson</u>
<u>Michael J. Russell</u>	<u>Olga Russell</u>
<u>Kenneth E. Tyler</u>	<u>Janet C. Tyler</u>
<u>Charles W. Withers</u>	<u>Dorothy E. Withers</u>
<u>William J. Barthel</u>	<u>Dorothy D. Barthel</u>
<u>Timothy M. Moore</u>	
<u>Terry E. Moore</u>	<u>Lorraine Moore</u>
<u>Harold P. Fredsell</u>	

Witness:

Winifred W. Winkler Date September 24, 1978
Winifred Winkler Date September 24, 1978

Notarized before me, George C. Killackey, a Notary Public,
County of Oakland, State of Michigan, this 24th day of September, 1978.
My commission expires June 20, 1980.

Notarized before me, _____, a Notary Public,
County of Oakland, State of Michigan, this _____ day of _____, 1978.
My commission expires November 1, 1977.