

DECLARATION OF RESTRICTIONS AND COVENANTS

SIERRA RIDGE ESTATES

THIS DECLARATION made this _____ day of _____, 2005, by G.S. Fedewa Builders Inc., a Michigan corporation, of 5570 Okemos Road, East Lansing, Michigan 48823, hereinafter called Developer, pertaining to the plat of SIERRA RIDGE ESTATES.

WHEREAS, the Developer is the owner of said plat SIERRA RIDGE ESTATES, legally described as:

Sierra Ridge Estates, part of the Southeast quarter of Section 4, Town 4 North, Range 1 West, Meridian Township, Ingham County, Michigan; Commencing at the South quarter corner of Section 4, Town 4 North, Range 1 West and running thence North 00°-08'-49" East along the North and South quarter line of said section, 520.00 feet for the Point of Beginning of this description; thence continuing North 00°-08'-49" East along said North and South quarter line, 431.87 feet; thence South 89°-51'-11" East 55.00 feet; thence North 69°-38'-50" East 111.40 feet; thence South 00°-00'-06" West 83.44 feet; thence South 89°-59'-54" East 59.00 feet; thence South 20°-47'-26" East 100.00 feet; thence North 66°-07'-08" East 87.62 feet; thence North 59°-12'-28" East 50.00 feet; thence North 44°-34'-36" East 68.24 feet; thence North 59°-49'-14" East 170.00 feet; thence Northwesterly along the arc of a curve to the right 47.02 feet, radius 736.00 feet, central angle 03°-39'-36", chord bearing North 28°-20'-50" West, 47.01 feet; thence North 63°-28'-52" East 142.00 feet; thence North 77°-11'-53" East 91.11 feet; thence South 89°-55'-42" East 559.43 feet to a point on the East line of the West half of the Southwest quarter of the Southeast quarter of said Section 4; thence South 00°-04'-18" West along said line, 1132.94 feet to the South line of Section 4; thence North 90°-00'-00" West along said South line and along the North line of the plat of Sleepy Hollow as recorded in Liber 25 of Plats on Page 12, 642.99 feet to a point South 90°-00'-00" East 682.90 feet from the South quarter corner of said Section 4; thence North 00°-00'-04" East 250.00 feet; thence South 89°-59'-43" West 200.00 feet; thence North 00°-00'-03" West 270.02 feet; thence North 90°-00'-00" West 481.57 feet to the Beginning.

This Plat contains 34 lots numbered 1 through 34 inclusive, and 4 private parks, and 2 storm water detention sites, and comprising of 23.95 acres.

WHEREAS, the Developer desires to subject all real property within SIERRA RIDGE ESTATES to specific land and building use restrictions as set forth within this Declaration to maintain the real property's value and amenities and to provide for the preservation of common facilities; and

WHEREAS, the Developer has deemed it necessary for the efficient preservation of the real property's value and amenities to create an agency (Homeowner's Association) to which should be assigned the authority of administration, maintenance, and enforcement of the restrictions and covenants created within this Declaration; to provide ownership control to the Homeowner's Association of the wetlands, common areas, subdivision entrances and included fixtures of the real property; and

NOW THEREFORE, the Developer hereby declares and appoints that the Lots in the Plat shall be held, transferred, sold, conveyed and occupied by all present and future owners or occupants of such land, subject to the covenants, restrictions, easements, powers, obligations and agreements hereinafter set forth.

TABLE OF CONTENTS

DEFINITIONS	1	
ARTICLE I. PROPERTY SUBJECT TO THIS DECLARATION		
Section 1. Existing Plat	1	
Section 2. Additions to Plat.....	2	
ARTICLE II. ADMINISTRATION OF RESTRICTIONS		
Section 1. Administrative Control	3	
Section 2. Enforcement and Violation.....	3	
Section 3. Variances, Determination and Approvals	3	
ARTICLE III. ARCHITECTURAL AND LANDSCAPE CONTROLS		
Section 1. Architectural Regulation	4	
Section 2. Construction Guidelines	4	
Section 3. Grading and Excavation Regulations.....	5	
Section 4. Occupancy	5	
Section 5. Landscape Regulation	5	
ARTICLE IV. BUILDING REQUIREMENTS		
Section 1. Land Use	6	
Section 2. Building Setbacks	7	
Section 3. Building Size	7	
Section 4. Building Height.....	7	
Section 5. Building Exterior	7	
Front and Side Elevations, Rear Elevations, Foundations, Roofs		
Section 6. Garages	8	
Section 7. Outbuildings	8	
Section 8. Exterior Storage.....	8	
Section 9. Exterior Flatwork.....	8	
Driveways, Parking Areas, Sidewalks		
Section 10. Decks, Fences, Hedges and Walls	9	
Section 11. Sight Distance Obstructions	9	
Section 12. Swimming Pools or Water Gardens.....	9	
Section 13. External Energy Systems or Antennas	9	
Section 14. Outdoor Lighting.....	10	
ARTICLE V. ADDITIONAL CONDITIONAL REQUIREMENTS		
Section 1. Lot Condition and Maintenance.....	10	
Section 2. Restoration of Damaged Property.....	10	
Section 3. Easements	10	
Section 4. Subdivision of Platted Lots	10	
Section 5. Reservation of Mineral Rights	11	
Section 6. Lots Containing Township Regulated Wetlands and Water Feature Setback.....	11	
ARTICLE VI. NUISANCES.....		11
ARTICLE VII. COMMON AREAS AND PARKS		
Section 1. Purpose	12	
Section 2. Use of Parks	12	
Section 3. Buildings.....	12	
Section 4. Maintenance	12	

ARTICLE VIII. HOMEOWNERS ASSOCIATION	13
ARTICLE IX. ADMINISTRATION OF HOMEOWNERS ASSOCIATION	
Section 1. Membership	13
Section 2. Voting	13
Section 3. Establishment of a Board of Directors	13
Section 4. Assessment Procedures	14
Fees, Fee Schedule, Special Assessments, Non-Payment of Assessments	
ARTICLE X. GENERAL PROVISIONS	
Section 1. Duration and Termination	15
Section 2. Amendment.....	15
Section 3. Waiver in National Emergency	16
Section 4. Partial Invalidity	16
Section 5. Michigan Department of Environmental Quality Floodplain Restrictions	16

DEFINITIONS

The following terms when used in the Declaration or any Addendum to the Declaration (unless the context shall prohibit) shall have the designated meanings:

- “**Developer**” shall mean G.S. Fedewa Builders Inc., a Michigan corporation, its successors and assigns.
- “**Plat**” shall mean the land located in Meridian Township, Ingham County, Michigan, contained in the subdivision known as Sierra Ridge Estates according to the recorded Plat thereof recorded concurrently herewith.
- “**Lot**” shall mean any numbered lot shown on the Plat or on any subsequent and contiguous additions to the Plat in an amendment to this Declaration.
- “**Lot Owner**” shall mean the record owner, whether one or more persons or entities, of fee simple to any Lot and the land contract purchaser of a Lot, whether one or more persons or entities, but excludes those having a security interest in a Lot to secure the performance of an obligation or a lien upon a Lot arising pursuant to a statute or under another rule of law unless and until such time as such person becomes a record owner in fee, whether by foreclosure or the granting of a deed in lieu of foreclosure.
- “**Homeowners Association**” shall mean Sierra Ridge Estates Homeowner’s Association, a Michigan non-profit corporation, its successors and assigns.
- “**Member**” shall mean and refer to all those Owners who are members of the Homeowners Association as provided in Article VIII, Section 1 hereof.
- “**Common Areas**” shall mean the areas of land within the Plat excluding Lots, Parks, and public roads. The Common Areas shall include, but not be limited to, the areas described as Private Storm Water Detention Site East and Private Storm Water Detention Site West on the Plat, and these areas are subject to easements as shown on the Plat.
- “**Parks**” shall mean the Sierra Ridge, Ridge Park, Estates Park and the Fedewa Park as shown on the Plat.

ARTICLE I. PROPERTY SUBJECT TO THIS DECLARATION

Section 1. EXISTING PLAT.

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is described as:

Sierra Ridge Estates, part of the Southeast quarter of Section 4, Town 4 North, Range 1 West, Meridian Township, Ingham County, Michigan; Commencing at the South quarter corner of Section 4, Town 4 North, Range 1 West and running thence North 00°-08'-49" East along the North and South quarter line of said section, 520.00 feet for the Point of Beginning of this description; thence continuing North 00°-08'-49" East along said North and South quarter line, 431.87 feet; thence South 89°-51'-11" East 55.00 feet; thence North 69°-38'-50" East 111.40 feet; thence South 00°-00'-06" West 83.44 feet; thence South 89°-59'-54" East 59.00 feet; thence South 20°-47'-26" East 100.00 feet; thence North 66°-07'-08" East 87.62 feet; thence North 59°-12'-28" East 50.00 feet; thence North 44°-34'-36" East 68.24 feet; thence North 59°-49'-14" East 170.00 feet;

thence Northwesterly along the arc of a curve to the right 47.02 feet, radius 736.00 feet, central angle 03°-39'-36", chord bearing North 28°-20'-50" West, 47.01 feet; thence North 63°-28'-52" East 142.00 feet; thence North 77°-11'-53" East 91.11 feet; thence South 89°-55'-42" East 559.43 feet to a point on the East line of the West half of the Southwest quarter of the Southeast quarter of said Section 4; thence South 00°-04'-18" West along said line, 1132.94 feet to the South line of Section 4; thence North 90°-00'-00" West along said South line and along the North line of the plat of Sleepy Hollow as recorded in Liber 25 of Plats on Page 12, 642.99 feet to a point South 90°-00'-00" East 682.90 feet from the South quarter corner of said Section 4; thence North 00°-00'-04" East 250.00 feet; thence South 89°-59'-43" West 200.00 feet; thence North 00°-00'-03" West 270.02 feet; thence North 90°-00'-00" West 481.57 feet to the Beginning.

This Plat contains 34 lots numbered 1 through 34 inclusive, and 4 private parks, and 2 storm water detention sites, and comprising of 23.95 acres, all of which real property shall hereinafter be referred to as "Existing Plat."

Section 2. ADDITIONS TO EXISTING PLAT.

Additional lands may become subject to this Declaration in the following manner:

The Developer, its successors and assigns, shall have the right to bring within the scope of this Declaration additional properties in future stages of the development, provided that any such additions are outlined in an Addendum to the Declaration of Restrictions and Covenants. The Addendum to the Declaration of Restrictions and Covenants shall contain, with regard to the proposed additions to the Existing Plat, the following:

- (A) A general plan indicating the size and location of lots and common areas, if any exist;
- (B) The general nature of any common facilities and improvements, if any exist;
- (C) An affirmation that the proposed additions will become subject to assessment for their share of Homeowners Association expenses; and
- (D) A schedule for termination of the Developer's right under the provisions of this subsection to bring additional development stages within the scheme.

The Addendum to the Declaration of Restrictions and Covenants may also contain any additions or modification to this Declaration of Restrictions and Covenants as may be necessary to take into account for any different characteristics of the proposed additions that are not already congruent with the original arrangement of this Declaration. In no event, however, shall such Addendum to the Declaration of Restrictions and Covenants revoke, modify or add to the restrictions or covenants established by this Declaration with regard to the Existing Plat.

**ARTICLE II.
ADMINISTRATION OF RESTRICTIONS**

Section 1. ADMINISTRATIVE CONTROL.

The Developer intends to retain control of the administration of these restrictions during the development of the Plat. Once development of the Plat is concluded, or substantially finished, the Developer intends to transfer administration of these restrictions to the Homeowners Association. However, the Developer reserves the right to transfer administration to the Homeowners Association at any time. The Developer also reserves the right to retain administration of any specific portion of these restrictions indefinitely. Prior to any transfer to the Homeowners Association, the Developer reserves the right to transfer or assign its rights hereunder, in whole or in part, to any other person or entity. Successors of the Developer shall automatically consent to all rights of the Developer under these restrictions.

Section 2. ENFORCEMENT & VIOLATION.

Enforcement of these covenants and restrictions shall be performed by the Developer as long as the Developer retains any rights herein, and by the Homeowners Association at such time as the Developer transfers rights. Should any Lot Owner within the Plat violate any of these restrictions, the Developer or Homeowners Association (who ever is the current overseeing authority) shall have the right to undertake correction of the violation. The costs incurred by the Developer or Homeowner Association to take such corrective action shall be immediately due and payable by the Lot Owner to the overseeing authority. In addition, a lien may be imposed on the Owner's lot until payment of all costs is made, and the lien may be foreclosed in the manner of the foreclosure of a mortgage under Michigan statutes.

Section 3. VARIANCES, DETERMINATIONS & APPROVALS.

The Developer shall have the right to grant a variance from any of these restrictions to the Lot Owner of any Lot if, in the sole discretion of the Developer, such variance would not:

- (A.) Substantially impair the purpose of these restrictions;
- (B.) Interfere with the rights of others owning land within the Plat; and
- (C.) Adversely effect the general community's value or amenities.

Once the transfer of the administration of the restrictions has been made from the Developer to the Homeowners Association, all determinations and approvals for variance from the restrictions shall have to be obtained from the Homeowners Association.

All variances, determinations and approvals, whether from the Developer or the Homeowners Association shall be in writing and shall be obtained prior to any act being undertaken which requires such determination, approval or variance.

The granting of any variance or approval, or the making of any determination, shall not be interpreted as setting a precedent binding the Developer or the Homeowners Association to any other similar or identical variance, approval or determination. No action or inaction of the Developer or the Homeowners Association shall be considered a waiver of any of the rights hereunder. Under no circumstance are the decisions of the Developer or the Homeowners Association with regards to variances, approvals or determinations to create any liability whatsoever on the part of the Developer or Homeowners Association to any Owner.

**ARTICLE III.
ARCHITECTURAL and LANDSCAPE CONTROL**

Section 1. ARCHITECTURAL REGULATION.

No structure shall be commenced, erected, placed or altered upon any Lot within the Plat unless and until the plans and specifications illustrating the architectural features (to include the size, shape, height, materials, colors and setbacks) of the same have been submitted in writing to and approved in writing by the Developer.

The architectural plans, exterior specifications, and a plot plan shall be submitted to the Developer who shall have fifteen (15) days following the written submission to either approve, modify or reject them. If the Developer does not approve or reject the submission within the fifteen (15) day period, they shall by default be deemed acceptable and approved. If the Developer rejects or asks for modification of all or any portion of the architectural plan and exterior specifications, the Lot Owner shall have the opportunity to resubmit them or portions of them. The Developer shall have an additional five (5) days after resubmission of the altered plans and specifications within which to make a determination of acceptance or rejection.

The Developer holds a broad range of discretion in the approval, modification and rejection of architectural plans and exterior specifications. Such discretion will encompass not only matters covered elsewhere in these restrictions, but other areas determined by the Developer to be necessary, including factors that are aesthetic or subjective, to assure an appealing combination of building placement and design as well as exterior materials and colors.

Section 2. CONSTRUCTION GUIDELINES.

Any person or entity purchasing a Lot within the Plat must commence construction of the dwelling to be placed on that Lot within twelve (12) months from the closing date of the sale of the property. If construction of a dwelling has not commenced within eighteen (18) months after closing, or if the Lot Owner offers the Lot for sale within eighteen (18) months of closing (without having commenced construction of a dwelling), the Developer reserves the right to repurchase the Lot at the original sale price plus five percent (5.0%) per annum. Developer to retain the right of first refusal on any re-sale of any unimproved lot.

Any person or entity must complete construction of the dwelling within twelve months from the date of the building permit issued. If the dwelling is not completed within twelve (12) months, then the Developer shall have the right to give the Lot Owner notice that construction of the home must be completed within ninety (90) days. At the end of the ninety-day period without the requested result, the Developer shall have the option to complete construction or raze the house and retain liens for all direct and incidental costs of razing or completing the house, which liens may be foreclosed in the manner of the foreclosure of a mortgage under Michigan statutes.

The Developer reserves the right to impose as a condition of commencing construction, the collection of a minimum cash deposit in the amount of \$ 2500 (hereinafter referred to as "Deposit") as security to insure corrective cleanup procedures are maintained by each Lot Owner. Any cleanup costs deemed necessary by the Developer or Homeowners Association to correct, repair or replace any and all damage to the streets, adjacent lands, or common real property associated with the construction activities of any Lot Owner (or the Lot Owner's

contractor or subcontractors) shall be deducted from the Deposit. The balance of the Deposit monies will be returned to the Lot Owner within sixty days upon the submitted completion of all construction activity (including landscape).

Should the cleanup or repair costs exceed the amount of the Deposit, the Lot Owner shall immediately pay the excess and deposit such further monies as the Developer deems reasonable. If the Lot Owner fails to pay the excess or make such additional Deposit as requested, the Developer or overseeing authority shall have the right to stop construction activity on the Lot until such payment or Deposit is made. In addition, a lien may be imposed on the Owner's lot until payment is made, and the lien may be foreclosed in the manner of the foreclosure of a mortgage under Michigan statutes.

Section 3. GRADING AND EXCAVATION REGULATION.

The rough grading requirements of each Lot within the Plat will have been established by the Developer at the time of the initial sale of the Lot. Finish grading shall not be altered substantially therein from without the approval of the Developer. Once the final grade has been established, no modifications shall be made without the written approval of the Developer.

Any earth removed in grading or excavating shall be deposited at a location designated by the Developer. Each Lot Owner is responsible for insuring that all dirt from the Lot Owner's lot, which due to erosion or construction activity is deposited on the streets in the Plat, is cleaned up on an ongoing basis. Should the Lot Owner fail to perform street cleaning to the standards of the Ingham County Drain Commission, the Developer may be forced to clean the streets and in turn impose all direct costs onto the responsible Lot Owner(s).

There shall be no earth ramps built within the public streets of the Plat as a means of moving vehicles, machinery or equipment from the streets onto any Lot. This restriction is imposed because the earth ramps often result in unreasonable and unnecessary accumulations of dirt and debris being deposited in the street catch basins and can cause the cracking of the curbs within the community.

Section 4. OCCUPANCY.

Prior to occupancy of any dwelling constructed on any Lot within the Plat, the Lot Owner shall file with the Developer an accurate "as built" survey and shall advise in writing that the dwelling is ready for final inspection. Upon this final inspection notification, the Developer shall have five (5) days to ascertain whether the house and appurtenances have been constructed according to the architectural plans and specifications initially approved by the Developer and to ensure that they do not violate the restrictions found herein in any way. Should the Developer not inspect or make a determination within five (5) days after the Lot Owner has submitted the written final inspection notification, the inspection or determination shall be deemed to be approved. No dwelling may be occupied until any significant variations between the initial (approved) architectural, landscaping and grading plans and the house or appurtenance as built have been brought into compliance through a determination by the Developer.

Section 5. LANDSCAPE REGULATION.

Each Lot and the area between the Lot and the traveled portion of the right-of-way shall be landscaped and maintained by the Lot Owner (to include seed, sod and additional plant

materials) to standards determined by the Developer to be neat, orderly and aesthetically pleasing within one (1) year from the start of construction. The standard requirements of landscaping on each Lot shall include the planting of one deciduous tree at least two (2) inches in diameter in the front yard as well as all dimensions (front, back, and sides) of the yard to be sodded, seeded or landscaped according to submitted plans.

All landscaping shall be completed within two (2) months after issuance of a certificate of occupancy from Meridian Township to the dwelling. The months of December, January, February and March shall be excluded from the calculation of the two-month period, with all landscaping to be completed by the end of May for dwellings completed in the above four specified months.

It is the objective of the Developer to maintain the existence of as many trees as possible in the Plat for the mutual benefit of all Lot Owners as well as to enhance the general appearance of the community. No tree currently existing or hereafter planted shall be cut without the consent of the Developer, except as necessary for the construction of improvements on the Lot. Through the regulation of the location of the buildings, driveways, parking areas, and landscaping, the Developer will attempt to preserve as many trees on each Lot within the Plat as possible.

Prior to any construction activity beginning on any Lot which will cause or result in the removal of any tree, the affected tree(s) shall be marked with ribbon. The Lot Owner shall notify the Developer in writing once the tree marking has been completed. Within five (5) days after receiving notification, the Developer shall have the exclusive right to make a determination as to the compliance with this restriction. In addition, the Developer reserves the right to remove any marked trees it desires to relocate. Prior to the determination or approval by the Developer, no tree shall be removed from the Lot by the Lot Owner or any other person.

PROVIDED, however, trees which are diseased shall be treated (if achievable) or removed by the Lot Owner, and dead trees or trees damaged by the elements shall be cut and removed by the Lot Owner. Female poplar (cottonwood) and boxelder trees are not allowed in the community and shall be cut and removed by the Lot Owner.

Any new trees being planted must be in compliance with the Ingham County Road Commission standards. A copy of the current regulations can be obtained from the Road Commission office.

ARTICLE IV. BUILDING REQUIREMENTS

Section 1. LAND USE.

Lots are to be used for residential purposes exclusively. Only detached single-family dwellings shall be constructed in the Plat. However, the Developer reserves the right to possess a temporary office and/or a model home as long as its existence is not detrimental to the value of the general community. Only one dwelling per Lot may be constructed.

Section 2. BUILDING SETBACKS.

The minimum setback of houses (including garages, porches, decks, patios, and chimneys) from the front, side, and rear lot lines shall be applied as follows:

Minimum from the front lot line shall be thirty (30) feet.

Minimum from the side lot line shall be ten (10) feet.

Minimum from the rear lot line shall be thirty-five (35) feet.

Minimum from the side street line in the case of a corner lot shall be twenty-five (25) feet.

The Developer reserves the right to lower or increase the minimum setbacks from the lot lines (within the ordinance guidelines prescribed by Meridian Township) in order to accommodate homes placed on lots with special circumstances (i.e. wetlands located to the rear of the lot, shallow lots).

Section 3. BUILDING SIZE.

Residences shall meet or exceed the minimum square footage of finished floor area above grade (excluding lower levels, porches and garages) as stated:

One- or Single-Story Homes	1800 square feet
One-and-a-Half Story Homes	2300 square feet with a minimum of 1600 on the first floor.
Two- or Multi-Story Homes	2400 square feet with a minimum of 1300 on the first floor.

The Developer reserves the right to lower or increase the above minimum square footage requirements depending on the specific characteristics of a home’s design or a particular lot’s location. Any variance from the minimums listed above shall not exceed 10%.

Section 4. BUILDING HEIGHT.

Detached single-family dwellings of new construction in the Plat are not to exceed two and one-half stories in height. No portion of any building, other than a chimney, shall exceed thirty-five (35) feet in height from the grade level. The Developer shall further define individual maximum height or story restrictions for each lot in the Plat based on maintaining the visual integrity of the community.

Section 5. BUILDING EXTERIOR.

- (A.) **FRONT & SIDE EXTERIORS.** All structure front and side exteriors shall be constructed of the natural materials of wood, brick, stone or stucco. Cement fiberboard may be used as an approved alternate material in place of wood. A high-quality vinyl or lapboard siding may be used with the Developer’s prior approval to achieve a certain look or style of home.
- (B.) **REAR EXTERIORS.** Masonry materials, wood, cement fiberboard or vinyl siding materials may be used on the rear of the building exterior. Soffits and fascia may be constructed of wood or aluminum.
- (C.) **FOUNDATIONS.** There shall be no exposed concrete or concrete block foundations on any building within the Plat in excess of eighteen inches (18”) off the ground. The foundation walls shall be concealed with the same material used to cover the wall above or any other approved material.

- (D.) **ROOFS.** No roof pitches less than 6/12 shall be permitted unless a lower pitch is necessary for a bedroom window and then it shall be no less than a 4/12 pitch and shall require the prior written approval of the Developer.

The Developer may waive or alter any of the above building exterior requirements for homes of special design that prescribe the use of a particular material, style, and color. The Developer reserves the right to prohibit any of the same if, in the opinion of the Developer, it would detract from the appearance of the community as a whole.

Section 6. GARAGES.

All homes within the Plat shall have an attached private garage on new construction for not more than four cars or less than two cars. Each garage shall contain a minimum of 440 square feet of floor area with finished interior walls. No detached garages or carports shall be erected or maintained on any lot.

Section 7. OUTBUILDINGS.

All dwellings erected within the Plat shall be of new construction. No temporary structure or a trailer, tent, shack, barn or other outbuilding shall be erected or maintained on any Lot at any time as a residence or storage building for any temporary or permanent use. No outbuildings for storage will be allowed within the Plat.

However, a gazebo or pool house may be allowed if proper approval is acquired from the Developer or Homeowners Association prior to construction or installation. Approval for such structures will be in writing and shall specify the size, design, materials and location of the object. The Developer reserves the right to prohibit any of the same if, in the opinion of the Developer or approving authority, it would detract from the appearance of the community or cause a nuisance to owners of other lots.

Section 8. EXTERIOR STORAGE.

There shall be no exterior storage of a mobile home, motor home, house trailer or recreational vehicle/trailer allowed within the Plat. Additionally, the outside storage of boats, snowmobiles, camping trailers, or utility trailers is prohibited. "Outside storage" is defined here as placement of a restricted item exterior to a dwelling for a period of seventy-two hours or more in any one week period. An assessment of \$ 50 per day payable to the Developer or Homeowners Association will be levied against the Lot Owner for violation of this restriction. Collection of the assessment will be made by the Developer or Homeowners Association in the same manner as the enforcement and collection of annual assessments with ensuing liens to be placed if not reimbursed.

Section 9. EXTERIOR FLATWORK.

- (A.) **DRIVEWAYS.** The location of all driveways within the Plat shall be approved by the Developer. Unless otherwise approved by the Developer, the location of all driveways within the Plat shall be located no closer than two (2') feet from any property line. All driveways shall be constructed of either concrete, asphalt or paver bricks.
- (B.) **PARKING AREAS.** Outside parking areas other than driveways shall be permitted only upon the approval of the Developer and shall be located no

closer than two (2') feet from the side lot line, thirty (30') feet from front lot lines and thirty (30') feet from rear lot lines. Outside parking areas shall be constructed of concrete, paver bricks or asphalt. Outside parking areas shall be landscaped in such a manner in order to maximize the privacy and view of neighboring lots.

- (C.) **SIDEWALKS.** The owners of all Lots shall at their expense construct sidewalks in the street of right-of-way immediately adjacent to their lot. Sidewalks shall be constructed to run the entire width of the lot and shall conform to specifications prescribed by the Developer or shall meet the minimum requirements specified in the Ingham County Road Commission's Subdivision Regulations.

Section 10. DECKS, FENCES, HEDGES OR WALLS.

No decks, fences, hedges, or walls shall be permitted on any Lot within the Plat unless prior approval is received as to the size, location, material and design by the Developer or Homeowners Association.

No fence shall be installed that is over six feet in height. Lot line fences are limited only to those lots which back up to a public street and are allowed only along the rear lot line. An exception is given for Lot 12 which may have a perimeter fence because of its special location.

Section 11. SIGHT DISTANCE OBSTRUCTIONS.

No fence, wall, hedge, or shrub planting which obstructs the roadway sightline shall be placed or permitted on any corner lot within the triangular area formed by the street lines, or in case of a rounded property corner, from the intersection of the street property lines extended. The same sightline limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of any intersection unless the foliage line is maintained at sufficient height to prevent obstruction of the sightlines.

Section 12. SWIMMING POOLS OR WATER GARDENS.

No swimming pool or water garden shall be constructed on any Lot within the Plat without plans having been approved by the Developer. The plans shall illustrate in detail as to the size, design, location, fencing (or other enclosure) and lighting. The approval or rejection procedures shall be governed in the same manner as Article III. Section 1. Architectural Regulations. Above ground swimming pools are not allowed within the Plat. In no event shall a swimming pool be located within fifteen (15) feet of any adjoining lot, nor shall any such facility be used in a manner to constitute a nuisance to owners of lots within the Plat.

Section 13. EXTERNAL ENERGY SYSTEMS OR ANTENNAS.

No solar collector or any other device or equipment erected either on the exterior of a dwelling or detached there from and designed for the production of energy for heating or cooling or for any other purpose shall be permitted without approval from the Developer. No exterior antenna shall be installed until the size, type and location of said antenna is approved in writing by the Developer or Homeowners Association.

Section 14. OUTDOOR LIGHTING.

The placement and intensity of outdoor lighting, whether for security or ornamentation purposes, other than fixtures erected onto the dwelling and having a maximum wattage or equivalent of 100 watts, shall be permitted.

The Developer reserves the right to have street lights installed by Meridian Township in the right-of-way. The periodic service charges rendered by the Township through taxation or assessment for such lighting shall be borne by the Lot Owners within the Plat.

**ARTICLE V.
ADDITIONAL CONDITIONAL REQUIREMENTS**

Section 1. LOT CONDITION AND MAINTENANCE.

The Lot Owner of any improved Lot shall at all times maintain their premises in a slightly condition by keeping the landscape regularly cut and any structures in good repair. It shall be the Lot Owner's obligation to prevent accumulation of rubbish and debris on the lot at all times, including during periods of construction. Should the Lot Owner neglect or refuse to maintain the Lot in a timely manner, the Developer or Homeowners Association shall provide notice in writing of the violation of requirements herein stated. After notice is given, the Lot will be placed in order by the overseeing authority and the Lot Owner will be required to pay the cost of such maintenance that took place. Collection of the cost will be made by the Developer or Homeowners Association in the same manner as the enforcement and collection of annual assessments with ensuing liens to be placed if not reimbursed.

Section 2. RESTORATION OF DAMAGED PROPERTY.

Any building or structure on a Lot which may in whole or in part be damaged or destroyed by fire, wind, or other casualty shall be repaired, rebuilt or removed completely and the Lot restored to a slightly condition within a reasonable timeframe. Developer may enter on any Lot where an excavation, foundation, or incomplete dwelling has been left without continuing building progress for more than a three (3) month period. Upon this circumstance, the Developer shall cause such excavation to be filled and a foundation or uncompleted building to be demolished and removed from the premises. The expense of such remedy to a Lot shall be immediately due and payable to the Developer by the Lot Owner and shall become a lien on the property.

Section 3. EASEMENTS.

The following easements, in addition to all easements of record, are hereby created and reserved within the Plat:

- (A.) **UTILITY LINES & WIRES.** Easements are reserved for the construction, operation or maintenance of conduits, poles, wires or fixtures for electric lights, telephone, cable and other public utilities as shown on the Plat. The right of ingress to and egress from the Lots encumbered by such easements belongs to the agents and employees of the utilities for such operation and/or maintenance. All electrical, telephone, and cable lines shall be laid underground.

Section 4. SUBDIVISION OF PLATTED LOT.

No Lot shall be subdivided unless in compliance with the Michigan Land Division Act, being Act 288, P.A. 1967, as amended.

Section 5. RESERVATION OF MINERAL RIGHTS.

The Developer hereby reserves unto itself, its successors and assigns, rights to all oil, gas and subsurface minerals within the Plat.

Section 6. LOTS CONTAINING TOWNSHIP REGULATED WETLANDS AND WATER FEATURES SETBACK.

For all Lots identified as containing state and township regulated wetlands, Lot Owners are advised to make themselves aware of said wetland boundary. The wetlands on the premises are protected under the joint jurisdiction of the Michigan Department of Environmental Quality and the Charter Township of Meridian. In addition, Section 86-471 of the Meridian Township Code of Ordinances requires setbacks from the wetland boundary. The affected Lots of the Plat are as follows: Lot 19, 20, 21, 22, 26, 27, 28, and 29. As future phases are commenced, additional affected Lots may be identified and will be described in an amendment to these restrictions.

**ARTICLE VI.
NUISANCES**

No activity shall be carried on within the Plat, which may be or become an annoyance or nuisance in the community. The following items shall be considered nuisances and shall not be permitted within the Plat:

- (1) The keeping of livestock, poultry or wild animals;
- (2) Outdoor kennels, pens or runs for domestic animals;
- (3) Female poplar (or cottonwood) and boxelder trees;
- (4) Billboards or signs of any type, except signs advertising the sale of lots.
Developer reserves the right to install promotional signs or displays within the Plat during development;
- (5) Outdoor tanks for storage of fuel;
- (6) Outdoor receptacles for ashes, garbage or refuse;
- (7) Burning of garbage, refuse, brush or leaves;
- (8) On-site exploration or drilling of oil or gas;
- (9) On-site exploration or removal of sand, gravel or other subsurface minerals;
- (10) Outdoor clotheslines;
- (11) Exterior refurbishment or storage of vehicles needing repair;
- (12) Uncovered metal chimneys over 4 feet in length;
- (13) Vegetable gardens or woodpiles in the front or side yards;
- (14) Exterior television antennae, satellite dish receiver antennae, tower receiver antennae, or communication transmitting or receiving devices of any type larger than 30 inches in diameter except for any such items wholly concealed from neighboring lots and the general public by trees, shrubs or other natural vegetation;
- (15) Operation of snowmobiles, dirt bike-type motorcycles, or other motorized or alternately powered recreational vehicles, except those that may be lawfully operated on public streets;

- (16) A home business which causes excessive vehicular traffic in the Plat or which is conducted at a time of day or night or in a manner which causes a disturbance or annoyance to other residents in the Plat.

ARTICLE VII. COMMON AREAS AND PARKS

Section 1. PURPOSE OF COMMON AREA.

Certain portions of the Common Areas will be encumbered by easements held by governmental bodies as have an interest in the storm drainage and wetlands, which are superior to the interests of Lot Owners within this Plat. In consideration for the conveyance of the Common Areas to the Homeowner's Association, if any, the Homeowner's Association will thereafter indemnify and hold harmless the Developer, its partners and its shareholders and officers from and against any and all liability, loss, damage or expense of any kind or description whatsoever sustained or suffered by any of them or to which any of them may be subjected by virtue of any claim, suit, allegation or action arising from any personal injury or property damage sustained by any party, including Lot Owners, occupants, guests, invitees and licensees on the Common Areas or during the use of any improvements on the Common Area. Each Lot Owner acknowledges this indemnity and hereby agrees to its terms.

Section 2. USE OF PARKS.

Use of the Parks is limited to that of pedestrian use. The following activities are not permitted within the Parks:

- (a) The operation of snowmobiles, dirt bike type motorcycles or other motorized vehicles;
- (b) Camping;
- (c) Fires or cooking devices;
- (d) The burning of garbage, refuse, brush or leaves;
- (e) Swimming or boating;
- (f) Construction of any improvements or any buildings;
- (g) Change of grade or excavation of any type.

Section 3. BUILDINGS.

Ownership and/or control of the Common Areas as of the date hereof is vested in the Developer. The Developer shall retain ownership and control of the Common Areas until such time as the Developer transfers ownership to Homeowner's Association. The Developer shall be prohibited from establishing any buildings or structures of any type within the Common Areas, with the only exception being subdivision entrance signs, if any, except over public utility easements.

Section 4. MAINTENANCE.

The Developer shall be responsible for maintaining the Common Areas in a sightly condition until such time as the Developer transfers ownership to Homeowner's Association. The Homeowner's Association shall be responsible for maintaining the Parks. The costs of maintenance of the Common Areas and Parks shall be divided equally among all of the Lot Owners of the Plat. Costs of maintenance shall be paid and assessed according to the procedures and formulas established in Article IX. Section 4.

**ARTICLE VIII.
HOMEOWNERS ASSOCIATION**

The Developer has established a Homeowner's Association to oversee the administration, regulation and enforcement of the restrictions and covenants found within this Declaration. The Homeowners Association will also provide maintenance of the Common Areas and Parks.

Copies of the Articles of Incorporation and Bylaws of the corporation, which specify the powers and obligations of the corporation, voting rights of its members and administrative structure of the corporation, shall be given to each Lot Owner by the Developer prior to or at closing of the sale of each Lot by the Developer.

The Developer shall be the only member of the Homeowners Association until such time as the Developer transfers ownership of the Common Areas or portions thereof to the corporation or transfers all or any of the administration of these restrictions pertaining to the Plat. At such time, the Developer shall give written notice to each Lot Owner that a transfer has been made stating:

- (A.) The nature and extent of transfer, and
- (B.) That each Lot Owner has now become a member of the corporation with entitlements to vote and requirements to pay dues in accordance with the terms of the Article of Incorporation and Bylaws;
- (C.) Shall provide each Lot Owner with a copy of the most current version of the Articles of Incorporation and Bylaws.

The Developer reserves the right to amend the Articles of Incorporation and Bylaws at any time prior to any Lot Owner other than the Developer becoming a member of the corporation.

**ARTICLE IX.
ADMINISTRATION OF HOMEOWNERS ASSOCIATION**

Section 1. MEMBERSHIP.

Every person or entity who is a record owner of a fee, an undivided fee, or a land contract purchaser's interest, in any Lot which is subject by covenants of record to assessment by the Homeowners Association shall be a member of the Association. PROVIDED, however, that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. VOTING.

There will be one vote allowed for each Lot. If the Lot is owned by more than one person or entity, then the Lot Owners must decide among themselves how to cast the one vote. Upon written notice from the fee title holder, a land contract purchaser who resides thereon the Lot may cast the vote in place of the legally titled Lot Owner.

Section 3. ESTABLISHMENT OF A BOARD OF DIRECTORS.

After such time as the transfer of administrative powers is given to the Homeowners Association, a meeting will be held to determine the Board of Directors of the Homeowners Association. The Board of Directors will be responsible for the supervision and management of the administrative and financial functions of the Homeowners Association. The Board shall

contain the positions of President, Vice-President, Secretary, and Treasurer. These positions and their roles in the management process are further defined in the Articles of Incorporation and Bylaws.

The quorum required for any action of election or special assessment purposes shall be of two-thirds of all votes of the entire membership of the Homeowners Association and can be provided through the presence at the meeting of Members or of proxies. If the required quorum is not achieved at an election or special assessment purpose meeting, another meeting may be called and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, PROVIDED that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4. ASSESSMENT PROCEDURES.

Assessment fees applied by the Association shall be used exclusively for the purpose of improvement and maintenance of the Common Areas, subdivision entrances and Parks (to include taxes, insurance, cost of labor, equipment, material); and for the recreation, health, and welfare of the members as relates to the use and enjoyment of the Parks and Common Areas .

- (A.) **FEES.** The assessment fee for each Member of the Homeowner's Association shall be based on the total estimated cost of maintenance or improvements as covered by the above paragraph. The total estimated costs shall be divided equally between the number of Lots included within the Plat. The initial annual assessment shall be \$ 150.00. If during any year the total accumulations from the assessments are not sufficient to pay the costs to be assessed under this paragraph, supplemental assessments may be made. The Board of Directors may after consideration of current maintenance costs and future needs of the Association, adjust the actual assessment for any one year at a lesser amount. Assessments shall be levied and paid on improved Lots only. Unimproved Lots shall be assessed at one-fourth (1/4) of the annual assessment fee.
- (B.) **FEE SCHEDULE.** The annual assessment shall cover a calendar year period with due date of January 15th of each year. Notice of the annual assessment shall be sent by first class mail to the last known address of each lot Owner by December 1 of each year. Accompanying each billing shall be a statement identifying the nature and cost of each item of maintenance being assessed.
- (C.) **SPECIAL ASSESSMENTS.** In addition to the annual assessment authorized in Section 4, Item A. hereof, the Developer or Homeowners Association may levy in any calendar year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, unexpected repair or replacement of a described capital improvement upon the Park and/or Common Areas. Any such special assessment shall have the consent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting specially called for this purpose.

Written notice of such special assessment meetings shall be sent to all Members at least thirty (30) days in advance of the meeting date and shall set forth the purpose of the meeting. Written notice of any approved assessment amounts and

the ensuing due date, which shall be within thirty (30) days of mailing, shall be sent to each Owner subject thereto, within ten (10) days following such approval.

- (D.) **NON-PAYMENT OF ASSESSMENT.** Any assessment not paid by the due date (being the date specified in Item B. or C. above) shall be defined as delinquent and shall become a continuing lien on the Lot in question until paid in full. Such lien may be foreclosed by the Developer or Homeowners Association in the manner prescribed for the foreclosure of mortgages under Michigan statutes.

In addition, if the assessment is not paid within thirty (30) days after the due date, the assessment shall accrue interest from the due date at a rate of seven (7) percent per annum. The cost of the accruing interest and the associated costs of collection thereof, to include any preparation, filing, judgment, and legal fees, shall be added to the amount of the lien brought against the Lot's Owner.

ARTICLE X. GENERAL PROVISIONS

Section 1. DURATION & TERMINATION.

The restrictions and covenants of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, Homeowners Association or the Lot Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 25 years from the date this Declaration is recorded. After the tenure of 25 years, the said restrictions and covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Lot Owners of two-thirds (2/3) of the Lots has been recorded one year in advance authorizing termination. Termination shall be accomplished by recording an Agreement of Termination with the Ingham County Register of Deeds executed by the Lot Owners of at least two-thirds (2/3) of the Lots in the Plat. Termination shall be effective at the end of the term, or such later date as requested, except floodplain restrictions as provided in MCL 560.194 and Section 5 of Article X in this Declaration.

Section 2. AMENDMENT.

These restrictions and covenants may be amended by the Developer, except floodplain restrictions as provided in MCL 560.194 and Section 5 of Article X in this Declaration, at any time until it transfers ownership of all Common Areas and all of its rights hereunder to the respective Homeowners Association. When such event occurs, or if prior to that time by recorded instrument, Developer grants amendment powers to the Homeowners Association, these restrictions, except floodplain restrictions as provided in MCL 560.194 and Section 5 of Article X in this Declaration, may then be amended by the Homeowners Association as then constituted, by at least two-thirds (2/3) of the voting Members of the Homeowners Association then entitled to vote. The Homeowners Association must then execute and record with the Ingham County Register of Deeds an agreement in writing acknowledging and embodying the amendment(s). The term "amendment" describes the addition, modification or deletion of any restriction or covenant.

PROVIDED, HOWEVER, these restrictions shall not be amended by the Homeowners Association in any manner to impair any rights or obligations held by the Developer.

Section 3. WAIVER IN NATIONAL EMERGENCY.

In the event of a national emergency, the Developer or Homeowners Association may waive any restriction that directly conflicts with governmental regulations or with the national safety and welfare.

Section 4. PARTIAL INVALIDITY.

Should any provision of these restrictions, or portion thereof be deemed invalid, the validity of the remainder shall remain in full force and effect.

Section 5. MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY FLOODPLAIN RESTRICTIONS.

The 100 year floodplain affecting the Plat has an elevation of 849.60 (N.G.V., DATUM) as established by the Michigan Department of Environmental Quality. The location of said floodplain is shown on the Plat. No filling, grading or occupation of the floodplain area will be allowed without prior written approval from the Michigan Department of Environmental Quality.

Any building used or capable of being used for residential purposes and occupancy within or affected by the floodplain adjacent to Lot 26 and the open space that may be converted to residential lots shall comply with Subdivision Rule R560.304(2), (c) through (g) as follows:

- (c) Have lower floors, excluding basements, not lower than the elevation defining the floodplain limits.
- (d) Have openings into the basement not lower than the elevation defining the floodplain limits.
- (e) Have basement walls and floors, if below the elevation defining the floodplain limits, that are watertight and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the floodplain limits following methods and procedures outlined in chapter 5 for type A construction and chapter 6 for class 1 loads found in the publication entitled "Flood Proofing Regulations," EP 1165 2 314, prepared by the office of the chief of engineers, United States Army, Washington, DC, Dec. 1995. Figure 6 on page 14-5 of the regulations shows typical foundation drainage and waterproofing details. This document is adopted by reference in these rules and is available, at no cost, from the Department of Environmental Quality, Land and Water Management Division, P.O. Box 30458, Lansing, Michigan 48909-7958, or the Department of the Army, Corps of Engineers, Publications Depot, 890 S. Pickett, Alexandria, Virginia 22304.
- (f) Be equipped with a positive means of preventing sewer backup from sewer lines and drains that serve the building.
- (g) Be properly anchored or weighted to prevent flotation.

The restrictions contained in this Section 5 shall be observed in perpetuity, excluded from any time limitations set forth in this Declaration, and may not be amended without approval of the Michigan Department of Environmental Quality.

IN WITNESS WHEREOF, the undersigned have executed this Declaration of Restrictions and Covenants as of the day and year first written above.

WITNESS

GERALD S. FEDEWA

Acting as **PRESIDENT**
For **G.S. FEDEWA BUILDERS INC.**

STATE OF MICHIGAN)
) **ss.**
COUNTY OF INGHAM)

The foregoing was acknowledged before me this _____ day of _____, 2005 by
GERALD S. FEDEWA, President of G.S. Fedewa Builders Inc.

Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

WITNESS

BRIAN CALLEY

VICE PRESIDENT
Of **IRWIN UNION BANK & TRUST COMPANY**

STATE OF MICHIGAN)
) **ss.**
COUNTY OF INGHAM)

The foregoing was acknowledged before me this _____ day of _____, 2005 by
BRIAN CALLEY, Vice President of Irwin Union Bank & Trust Company.

Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

**Prepared by:
Michael D. Homier P60318
Foster, Swift, Collins & Smith, P.C.
313 S. Washington Square
Lansing, Michigan 48933
(517)371-8120**

**When Recorded, Return to:
Michael D. Homier P60318
Foster, Swift, Collins & Smith, P.C.
313 S. Washington Square
Lansing, Michigan 48933
(517)371-8120**

S:\253\clients\fedewa\Final.DOC