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Paula Johnson  
INGHAM COUNTY  
REGISTER OF DEEDS

RECORDED

L-2936 P-111

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2002-002227



2002-002227

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**DECLARATION OF RESTRICTIONS  
FOR EMBER OAKS SUBDIVISION - PHASE I**

THIS DECLARATION OF RESTRICTIONS is made as of this 18<sup>th</sup> day of November, 2001 by Ember Oaks Company, a Michigan corporation, whose address is 4665 Dobie Road, Suite 130, Okemos, Michigan 48864 ("Declarant"), pertaining to the plat of the Ember Oaks Subdivision.

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of the Ember Oaks Subdivision legally described as follows:

Ember Oaks, a subdivision of part of the Southwest 1/4 Section 35, T4N, R1W, Meridian Township, Ingham County, Michigan, described as:

Commencing at the Southwest corner of said Section 35; thence N89°48'12"E along the South line of said Section 35 a distance of 400.00 feet to the point of beginning of this description; thence N00°04'43"E 950.68 feet; thence S89°48'12"W parallel with said South section line 399.30 feet to the East line of Sierra Vista Estates No. 3, as recorded in Liber 39 of Plats, pages 6 and 7, Ingham County Records; thence N00°07'14"E along said East line 224.15 feet to the Northeast corner of said Sierra Vista Estates No. 3, also being the Southeast corner of Hiawatha Park, as recorded in Liber 18 of Plats, Pages 19 and 19A, Ingham County Records; thence N00°02'42"E along the East line of said Hiawatha Park 1460.49 feet to the West 1/4 corner of said Section 35, said corner also being the Northeast corner of said Hiawatha Park; thence N89°52'07"E along the East-West 1/4 line of said Section 35 a distance of 439.19 feet to the Westerly line of the Wolverine Pipeline right of way; thence S32°43'36"E along said line 996.62 feet; thence S42°38'54"E continuing along said line 419.93 feet; thence S00°07'20"W 486.64 feet; thence S34°03'26"E 37.84 feet; thence S44°30'52"W 321.83 feet; thence Northwesterly 19.08 feet along a



curve to the right, said curve having a delta angle of  $2^{\circ}55'48''$ , a radius of 373.00 feet, and a chord of 19.07 feet bearing  $N44^{\circ}01'13''W$ ; thence Southwesterly 106.98 feet along a curve to the right, said curve having a delta angle of  $29^{\circ}28'05''$ , a radius of 208.00 feet, and a chord of 105.80 feet bearing  $S69^{\circ}30'08''W$ ; thence  $S05^{\circ}45'49''E$  249.16 feet; thence  $S89^{\circ}48'12''W$  parallel with said South section line 374.52 feet; thence  $S00^{\circ}11'48''E$  466.99 feet to said section line; thence  $S89^{\circ}48'12''W$  along said line 200.40 feet to the point of beginning; containing 46.51 acres more or less, 34 lots numbered 1 through 34 inclusive and 4 private common areas.

**WHEREAS**, Declarant desires all lands within Ember Oaks Subdivision to be subject to certain land and building use restrictions as hereinafter set forth for the common benefit of all owners of lots within Ember Oaks Subdivision.

**NOW THEREFORE**, Declarant hereby declares and establishes the following covenants, conditions, restrictions, easements, and reservations upon all lots within Ember Oaks Subdivision, Phase I, and upon all present and future owners and occupants of such lots, as well as lots in any Contiguous Plat(s) (as defined below) that Declarant chooses to develop within twenty (20) years from the date these Restrictions are recorded.



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## ARTICLE I DEFINITIONS

As used in these Declaration of Restrictions, the following terms shall have the meanings designated:

1. "Declarant" means Ember Oaks Company, a Michigan corporation, its successors and assigns.
2. "Homeowners' Association" means the Michigan non-profit corporation known as "Ember Oaks Homeowners' Association," which is a membership corporation established by Declarant.
3. "Architectural Control Committee" means the committee of the Homeowners' Association established by the Bylaws of the Homeowners' Association to implement and approve the architectural control provisions under Article V of these Restrictions.
4. "Architectural Plans" mean:
  - (a) Complete building plans including detailed architectural exterior design of a residential dwelling, garages, decks and porches and any buildings to be detached from the residence;
  - (b) A plot plan showing the location of all building(s), driveways, sidewalks, patios, decks, porches, bays and chimneys, the elevations of top of foundations and existing and proposed grade elevations for the entire lot; and
  - (c) Complete specifications covering the type and quality of interior and exterior (including foundation) materials and color of exterior walls, trim, porches, patios, decks and roofs.
5. "Landscaping" or "Landscaped" means trees, shrubs, hedges, fences, retaining walls, rock gardens or other vegetation or landscaping structures or devices.
6. "Common Property" means the common areas, common facilities and equipment within the Plat, including the following common areas:
  - (a) Entrance areas on Jolly Road designated as Otsego Commons and Ember Commons;



(b) Natural area designated on the Plat as Cabaret Commons and any walking trails or other improvements contained therein;

(c) Any apparatus or equipment, such as but not limited to, security lighting, fences or signs installed by Declarant within the common areas shown on the Plat; and

(d) Any other property, facility, apparatus or equipment hereafter designated by Declarant to be Common Property.

7. "Homeowners' Association Fund" means the monies deposited in a bank account established by the Homeowners' Association to pay for the costs of maintenance of the Common Property and other costs as detailed in these Restrictions.

8. "Contiguous Lands" means:

That part of the West 1/2 of Section 35, T4N, R1W, Meridian Township, Ingham County, Michigan, beginning at the South 1/4 corner of said Section 35; thence along the South Section line S89deg 50'14"W 180.00 feet; thence N00deg 00'00"E 186.48 feet; thence N42deg 32'17"W 251.45 feet; thence N68deg 48'41"W 334.29 feet; thence N89deg 50'49"W 346.50 feet; thence S00deg 18'26"W 136.58 feet; thence S82deg 47'54"W 72.18 feet; thence N00deg 03'33"E 30.56 feet; thence S89deg 50'14"W 520.30 feet; thence N00deg 03'33"E 86.00 feet; thence S89deg 50'14"W 645.80 feet; thence N00deg 09'21"E 483.68 feet; thence S89deg 50'14"W 400.01 feet; thence N00deg 09'21"E 224.16 feet to the Southeast corner of Hiawatha Park, recorded in Liber 18 of Plats, Pages 19 and 19A, Ingham County Records, thence N00deg 05'16"E 1460.36 feet to the West 1/4 corner of Section 35, thence N00deg 26'52"E 804.33 feet along the West line of the NW 1/4 of Section 35; thence S89deg 33'08"E 560.00 feet; thence N00deg 26'52"E 699.25 feet; thence N 13deg 42'25"E 381.78 feet; thence N01deg 34'35"E 318.59 feet to the Southerly right of way line of the C & O Railroad; thence along said Southerly line S72deg 23'55"E 2077.13 feet to the East line of the NW 1/4 of Section 35; thence along said East line S00deg 18'45"W 1556.55 feet to the center of Section 35; thence S00deg 00'00"W 2631.57 feet to the point of beginning, containing 230.3042 acres of land, more or less;



**Except:**

Ember Oaks, a subdivision of part of the Southwest 1/4 Section 35, T4N, R1W, Meridian Township, Ingham County, Michigan, described as:

Commencing at the Southwest corner of said Section 35; thence N89°48'12"E along the South line of said Section 35 a distance of 400.00 feet to the point of beginning of this description; thence N00°04'43"E 950.68 feet; thence S89°48'12"W parallel with said South section line 399.30 feet to the East line of Sierra Vista Estates No. 3, as recorded in Liber 39 of Plats, pages 6 and 7, Ingham County Records; thence N00°07'14"E along said East line 224.15 feet to the Northeast corner of said Sierra Vista Estates No. 3, also being the Southeast corner of Hiawatha Park, as recorded in Liber 18 of Plats, Pages 19 and 19A, Ingham County Records; thence N00°02'42"E along the East line of said Hiawatha Park 1460.49 feet to the West 1/4 corner of said Section 35, said corner also being the Northeast corner of said Hiawatha Park; thence N89°52'07"E along the East-West 1/4 line of said Section 35 a distance of 439.19 feet to the Westerly line of the Wolverine Pipeline right of way; thence S32°43'36"E along said line 996.62 feet; thence S42°38'54"E continuing along said line 419.93 feet; thence S00°07'20"W 486.64 feet; thence S34°03'26"E 37.84 feet; thence S44°30'52"W 321.83 feet; thence Northwesterly 19.08 feet along a curve to the right, said curve having a delta angle of 2°55'48", a radius of 373.00 feet, and a chord of 19.07 feet bearing N44°01'13"W; thence Southwesterly 106.98 feet along a curve to the right, said curve having a delta angle of 29°28'05", a radius of 208.00 feet, and a chord of 105.80 feet bearing S69°30'08"W; thence S05°45'49"E 249.16 feet; thence S89°48'12"W parallel with said South section line 374.52 feet; thence S00°11'48"E 466.99 feet to said section line; thence S89°48'12"W along said line 200.40 feet to the point of beginning; containing 46.51 acres more or less, 34 lots numbered 1 through 34 inclusive and 4 private common areas.

9. "Contiguous Plat" means any plat or plats developed by the Declarant within the Contiguous Lands and made subject to these Restrictions.



10. "Cost of maintenance" means all costs associated with maintaining the Common Property, including but not limited to, costs of insurance, taxes, utilities, upkeep and repair.

11. "Plat" means the plat of Ember Oaks Subdivision, Phase I, according to the plat thereof recorded on JANUARY 14, 2002 at Liber 54 of Plats, Pages 34 to 38, Ingham County Records.

## ARTICLE II SAFETY PRECAUTIONS

1. Forty eight (48) hours before any grading or digging in the ground, all lot owners must call Miss Dig at (800) 482-7171, and the underground wires, cables and pipes will be located and marked. There are natural gas pipes, high voltage electrical wires, phone wires and cables buried on lots, street right of ways and the Common Property.

2. There is also a petroleum pipeline within the Contiguous Lands as indicated on the Plat. The pipeline company has posted a sign at the intersections of the pipeline easement and the roads. In addition to calling Miss Dig, all lot owners must call the number on the sign and obtain approval before any grading or digging activities within the pipeline easement.

## ARTICLE III ADMINISTRATION OF RESTRICTIONS

1. During the development stage of the Plat and the Contiguous Lands, Declarant intends to retain control of the administration of these Restrictions. Once development of the Plat and the Contiguous Lands is completed, or substantially completed, Declarant intends to transfer administration of these Restrictions to the Homeowners' Association. However, Declarant reserves the right to transfer administration to the Homeowner's Association at any time and Declarant further reserves the right to retain administration of any portion of these Restrictions indefinitely. Prior to any transfer to the Homeowners' Association, Declarant reserves the right to transfer or assign its rights hereunder, in whole or in part, to any other person. Successors of Declarant shall automatically accede to all rights of Declarant under these Restrictions.

2. Should an owner of any lot within the Plat violate any of these Restrictions, Declarant shall have the right to undertake correction of the violation and the costs incurred by Declarant in doing so shall be immediately due and payable by the lot



owner to the Declarant. 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.

**ARTICLE IV  
VARIANCE DETERMINATIONS AND APPROVALS**

1. Declarant shall have the right, in its sole discretion, to grant a variance from any of these Restrictions to the owner of any lot.

2. Once the transfer of the administration of any Restriction has been made by Declarant to the Homeowners' Association, all determinations and approvals required of Declarant under such Restrictions, and all variances therefrom obtainable from Declarant, shall be obtained from the Architectural Control Committee.

3. All determinations, approvals and variances, whether from Declarant or the Architectural Control Committee, shall be in writing and shall be obtained prior to any act being undertaken which requires such determination, approval or variance.

4. The granting of any variance or approval, or the making of any determination, shall not be construed as a precedent binding Declarant or the Architectural Control Committee to any other similar or identical variance, approval or determination, and no action or inaction of Declarant or the Architectural Control Committee shall be deemed a waiver of any of their rights hereunder.

5. In addition to the determinations and approvals required under this Declaration, improvements to, and the use and enjoyment of, lots within the Plat must be in conformance with applicable Meridian Township ordinances.

**ARTICLE V  
ARCHITECTURAL AND LANDSCAPING PLANS**

1. No building, fence, wall, basketball backboard or other structure shall be erected, located or altered upon any lot within the Plat unless and until the architectural features of such improvement as revealed by the Architectural Plans have been approved by Declarant; provided, however, that this Article shall not be construed to create any liability whatsoever on the part of the Declarant to any lot owner.



2. All Landscape Plans, including retaining walls, garden areas and underground irrigation systems must have the prior written approval of Declarant. Landscape plans for a new home need not be submitted simultaneously with the Architectural Plans, but shall be submitted in sufficient time to meet the deadlines contained in Article VI, Paragraph (12) hereof.

3. Architectural Plans and Landscape Plans shall be submitted to Declarant, who shall have thirty (30) days following submission to either approve or reject them. If Declarant does not approve or reject any plans within the thirty (30) day period, they shall be deemed approved. If Declarant rejects all or any portion of any plans, the owner shall resubmit them or portions of them, and Declarant shall have thirty (30) days after resubmission within which to accept or reject them.

4. The extent of discretion reserved to Declarant in approving and rejecting any plans is broad and will cover not only matters treated elsewhere in these Restrictions, but other matters deemed by Declarant to be appropriate from time-to-time, including considerations that are aesthetic and subjective, to assure a proper mix, coordination and blending of building design, exterior material and color treatments, and placements of houses on lots within the Plat.

#### ARTICLE VI BUILDING RESTRICTIONS

1. Only detached single family residences constructed on site shall be built in the Plat, except that Declarant reserves the right to maintain an office within the Plat and to maintain, or permit other builders to maintain, model homes within the Plat. Not more than one dwelling per lot may be constructed.

2. Houses constructed on lots within the Plat shall have a minimum square footage of finished floor space above street grade, excluding porches and garages, as follows:

Group A includes Lot Nos. 1, 2, 3, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33 and 34

Group B includes Lot Nos. 4, 5, 6, 7, 8, 9, 10, 11, 18, 19, 20, 21 and 22

Group C includes Lot Nos. 12, 13, 14, 15, 16 and 17



r-1/2 Story

Group	1-story	2-story	Total	1st Floor
A	2,600	3,000	2,800	1,875
B	2,850	3,300	3,100	2,100
C	3,100	3,600	3,350	2,250

3. The minimum setbacks for houses (including garages, porches, decks, patios, greenhouses, eaves, bays and chimneys) from the front, side and rear lot lines shall be determined by Meridian Township ordinance, except that regardless of any Meridian Township ordinance permitting a lesser setback:

A. The minimum setback from the front lot line for one-story walls shall be fifty (50) feet; and

B. The minimum setback from the front lot line for two-story walls shall be sixty (60) feet.

4. Exterior walls shall be masonry (stone or brick) or a combination of masonry and other products specifically approved by Declarant. Architectural detailing shall be on all sides of the house, which detailing and trim shall be of wood or other materials specifically approved by Declarant.

5. Roof pitches shall not be less than 7/12.

6. Garages shall be attached, be a minimum of seven hundred (700) square feet and be designed for at least three (3) cars. Garage doors shall not face the street. Driveways shall be concrete.

7. Decks shall have visual screening for the area between the deck and the ground except decks high off the ground may have large posts and beams properly detailed and finished in lieu of screening. Deck edges and railings to be detailed. All visual components of decks shall be properly maintained including stain and sealer.

8. No structure of a temporary character shall be placed on any lot.

9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot for home businesses and/or one sign of not more than six (6) square feet advertising the property for sale or rent. However, Declarant may erect larger signs to promote the sales of lots.



10. No fence, wall, hedge or shrub planting which obstructs sight line at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless foliage line is maintained at sufficient height to prevent sight obstruction. Lot owners are hereby put on notice that current Meridian Township ordinances may contain more restrictive provisions governing the placement of obstructions near roadways and intersections.
11. Underground irrigation systems are required on all lots.
12. All Landscape plans including retaining walls, garden areas and underground irrigation systems must be approved by Declarant. Each lot, including the area between front lot line and the curb, shall be Landscaped according to an approved Landscaping plan within four (4) months from occupancy of the dwelling. For purposes of the preceding sentence, the months of November through March shall be excluded from calculation of the four (4) month period.
13. The final grade of a lot may not be changed from the grading plan without the approval of the Declarant. No structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the drainage plan of the subdivision or which may obstruct or retard the natural flow of water over any lot or prevent the proper grading and blending of adjoining lots to further the drainage plan.
14. There shall be no outdoor storage of mobile homes, motor homes, house trailers, campers, boats or other recreational vehicles on a lot or street within the Plat. Also, commercial vehicles larger than 3/4 ton pickups or trailers are not allowed to be stored on a lot or street. "Storage" is considered anything over forty eight (48) hours in any one week.
15. Detached storage buildings are prohibited.
16. Solar collectors and satellite dishes or any other devices or equipment erected either on the exterior of a dwelling or detached therefrom and designed for the production of energy for heating or cooling or for any other purpose shall be permitted only upon approval of the Declarant.
17. Fences are limited to rear yards and may not extend nearer the street than the rear corner of the building nearest the side lot line or the side street in case of a corner lot. Any wood fence must be sealed, stained or painted. All fences must be properly maintained including the finish and structural integrity. Both sides of a fence must be equal in



appearance. Chain link or wire fences are prohibited. Lot owners are hereby put on notice that current Meridian Township ordinances may contain more restrictive provisions regarding fences.

18. Any trees being planted in street right-of-way must be in compliance with the Ingham County Road Commission standards.

19. Exterior lighting at building entrance shall not adversely affect adjacent properties. All other exterior lighting must be designed so the light source is not visible from adjacent properties and so as not to otherwise adversely affect adjacent properties.

20. Mailboxes shall be masonry using the same materials and colors as the exterior of the house.

#### ARTICLE VII SUBDIVISION OF PLATTED LOT

No lot shall be subdivided without the prior written approval of Declarant and Meridian Township.

#### ARTICLE VIII DAMAGED OR DESTROYED BUILDINGS

Any dwelling on any lot within the Plat which may be damaged or destroyed by fire, windstorm or from any other cause, shall be repaired, rebuilt, or torn down and all debris removed and the lot restored to a sightly condition with reasonable promptness. Declarant may enter on any lot where an excavation, foundation, or uncompleted house has been left without substantial and continuing building progress for more than three (3) months and cause such excavation or foundation to be filled or removed, or such uncompleted house to be demolished, the expense thereof shall be immediately due and payable to Declarant by the lot owner and shall become a lien on the property, which liens may be foreclosed in the manner of the foreclosure of a mortgage under Michigan statutes.



**ARTICLE IX  
APPEARANCE OF LOTS AND BUILDINGS**

The owners of all occupied lots within the Plat shall keep their lot Landscaped and maintain their structures in good repair, consistent with the high standards of the development in the Plat. Prior to construction of a dwelling on any lot, the owner shall keep and maintain the lot in a sightly condition consistent with the high standards of the development in the Plat, causing weeds and other growth to be cut. Notwithstanding the foregoing, it shall be the obligation of every lot owner to prevent the accumulation of rubbish and debris on his or her lot at all times, including periods of construction.

**ARTICLE X  
HOMEOWNERS' ASSOCIATION**

Declarant has established the Homeowners' Association. 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 Declarant prior to or at closing on the sale of each lot by Declarant.

**ARTICLE XI  
OWNERSHIP AND MAINTENANCE OF COMMON PROPERTY**

1. Ownership of the Common Property as of the date hereof is vested in Declarant. Declarant shall maintain and shall retain ownership and control of the Common Property until such time as Declarant determines it advisable to transfer ownership to the Homeowners' Association. The costs of maintenance shall be spread equally among lot owners in this Plat and any Contiguous Plat. Costs of maintenance under this article shall be paid and assessed under assessment procedures and formulas established under Article XII.

2. The costs of maintenance of any Common Property in any Contiguous Plat designated by the Declarant shall be assessed against owners of lots within this Plat, as well as the owners of lots within the Contiguous Plat under the assessment procedures and formulas established under Article XII.



## ARTICLE XII ASSESSMENT PROCEDURES

1. Assessments for the cost of maintenance of Common Property and all other Association expenses, including, but not limited to, insurance, maintenance of islands within dedicated streets, and maintenance of the entrance signs shall be assessed equally to all lot owners. This assessment shall be based on the total estimated cost of items covered by this paragraph. If during any year the total accumulations from the assessments are not sufficient to pay the costs to be assessed under this paragraph, supplemental special assessments may be made.

2. Assessments and supplemental assessments within this Article shall be determined by the Declarant until such time as it shall assign such responsibility to the Homeowners' Association, in which case, said amount shall be determined by the Homeowners' Association's Board of Directors. Notice of the annual assessment shall be sent to owners of the lots by mailing said notice to their last known address. It is anticipated that annual assessments shall be determined in November of each year and billed by December 15th in each year; however, failure to timely assess shall not invalidate an otherwise valid assessment.

3. All assessments under this Article shall be due in full within thirty (30) days of mailing. Any assessment not paid when due shall accrue interest from the due date at such lawful rate as established from time to time by Declarant, and shall become a lien on the lot in question until paid. Such lien may be foreclosed by Declarant in the manner prescribed for the foreclosure of mortgages under Michigan statutes.

4. Assessments shall commence with the calendar year 2003.

5. Assessments shall be made without regard to whether a lot is improved or unimproved.

6. Declarant reserves the right to transfer any part or all of the responsibility for maintenance of the Common Property to the Homeowners' Association and upon such transfer, the Homeowners' Association shall be bound to assume the responsibility for maintenance of such items. Upon transfer, assessments for these items shall be made by the Homeowners' Association, on the bases described in this article, and the Homeowners' Association shall make determinations reserved to Declarant in this article as to the same.



**ARTICLE XIII  
HOMEOWNERS' ASSOCIATION FUND**

1. The Homeowners' Association shall establish and maintain the Homeowners' Association Fund.

2. Contributions to the Homeowners' Association Fund shall be made by each lot owner within the Plat based on the assessment procedures established under Article XII.

3. The Homeowners' Association shall account annually to all lot owners within the Plat for receipts and expenditures from the Homeowners' Association Fund, and shall make the books and records of these funds available for inspection at reasonable times upon request.

4. Nothing herein shall be construed to prohibit the Homeowners' Association from investing fund monies in certificates of deposit, treasury bills or like instruments, and all interest from such investments, and any interest from any bank account into which assessments are deposited, shall inure to the benefit of the Homeowners' Association Fund.

**ARTICLE XIV  
DURATION, TERMINATION AND AMENDMENT**

These Restrictions shall remain in effect for a term of twenty five (25) years from the date these Restrictions are recorded and thereafter, these Restrictions shall be automatically extended for successive terms of ten (10) years each unless at least one (1) year prior to the expiration of the original term or of any renewal term they are terminated. Termination shall be accomplished by recording with the Ingham County Register of Deeds an Agreement of Termination executed by the owners of two-thirds (2/3) of the lots in the Plat.

These Restrictions may be amended by Declarant at any time until it transfers all of its rights hereunder to the Homeowners' Association. When such event occurs, or if prior to that time by recorded instrument, Declarant grants amendment powers to the Homeowners' Association, these Restrictions may then be amended by the Homeowners' Association as then constituted, by at least eighty percent (80%) of the voting members of the Homeowners' Association. The term "amend" means the modification or deletion of any restriction, or the imposition of any additional restriction. PROVIDED, HOWEVER, the Restrictions shall not be amended by the Homeowners' Association in any manner to impair any rights or obligations of Declarant.



**ARTICLE XV  
PARTIAL INVALIDITY**

Should any provision of these Restrictions, or portion thereof be deemed invalid, the validity of the remainder shall not be impaired.

**ARTICLE XVI  
ENFORCEMENT**

These Restrictions may be enforced and any violation thereof enjoined by Declarant as long as Declarant retains any rights hereunder, and by the Homeowners' Association after such time as Declarant transfers all of its rights hereunder to the Homeowner's Association.

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

**WITNESSES:**

**EMBER OAKS COMPANY**, a Michigan corporation

Jo Ann Goodnoe  
Jo Ann Goodnoe

By: Keith L. Schroeder  
Keith L. Schroeder  
Its: President

Brandy L. Campbell  
Brandy L. Campbell



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STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF Ingham )

The foregoing instrument was acknowledged before me this 29th day of November, 2001 by Keith L. Schroeder, the president of Ember Oaks Company, a Michigan corporation, on behalf of said corporation.

JO ANN GOODNOE  
Notary Public, Ingham County, MI  
My Commission Expires Jan. 25, 2006

Jo Ann Goodnoe  
Notary Public  
Ingham County, Michigan  
My Commission Expires January 25, 2006

Drafted by and after  
recording return to:

Gail A. Anderson, Esq.  
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**AMENDMENT TO  
DECLARATION OF RESTRICTIONS**

**ADDING EMBER OAKS NO. 2 SUBDIVISION**

**THIS AMENDMENT TO DECLARATION OF RESTRICTIONS** is made as of this 3rd day of April, 2007 by Ember Oaks Company, a Michigan corporation, whose address is 4665 Dobie Road, Suite 130, Okemos, Michigan 48864 ("Declarant"), pertaining to the plat of the Ember Oaks No. 2 Subdivision.

**WITNESSETH:**

**WHEREAS,** Declarant previously recorded a Declaration of Restrictions for Ember Oaks Subdivision – Phase I (the "Declaration"), which Declaration was recorded with the Ingham County Register of Deeds on January 14, 2002, at Liber 2936, Page 111;

**WHEREAS,** Declarant has recorded a plat for the second phase of the subdivision which is known as Ember Oaks No. 2 Subdivision and is legally described as follows:

Part of the southwest  $\frac{1}{4}$  of Section 35, T4N, R1 W Meridian Township, Ingham County, Michigan, described as commencing at the southwest corner of Section 35; thence N89°48'12"E along the south line of said Section 35 a distance of 600.40 feet; thence N00°11'48"E 467.00 feet; thence N89°48'09"E 374.52 feet to the Point of Beginning; thence N 05°45'49" W a distance of 249.16 feet to the northeast corner of Lot 3 of the Plat of Ember Oaks, as recorded in Liber 54, Pages 34-38, Ingham County Records; thence northeasterly along the arc of a curve to the left 106.98 feet with a radius of 208.00 feet and a chord of 105.80 feet bearing N 69°30'08" E; thence southeasterly along the arc of a curve to the left 19.08 feet with a radius of 373.00 feet and a chord of 19.07 feet bearing of S 44°01'13" E; thence N 44°30'52" E a distance of 321.83 feet; thence S 34°03'26" E a distance of 60.77 feet; thence S 01°12'57" W a distance of 220.14 feet; thence S 04°56'41" W a distance of 66.12 feet; thence S

00°20'16" E a distance of 199.25 feet; thence S 11°01'23" E a distance of 50.91 feet; thence S 89°48'12" W a distance of 277.85 feet; thence N 00°01'13" E a distance of 86.00 feet; thence S 89°48'12" W a distance of 69.72 feet; to the Point of Beginning, containing 3.45 acres. Subject to all easements and restrictions of record, if any; and

**WHEREAS**, Declarant desires all lands within Ember Oaks No. 2 Subdivision to be subject to the land and building restrictions set forth in the Declaration.

**NOW THEREFORE**, Declarant hereby declares and establishes that all lots within Ember Oaks No. 2 Subdivision shall be subject to the Declaration, and the Declaration shall be amended as follows:

1. Article I, Section 6 of the Declaration shall be amended to read as follows:

“Common Property” means the common areas, common facilities and equipment within the Plat, including the following common areas:

- (a) Entrance areas on Jolly Road;
- (b) Natural areas designated on the Plat as Cabaret Commons and Ember Commons and any walking trails or other improvements contained therein;
- (c) Any apparatus or equipment, such as but not limited to, security lighting, fences or signs installed by Declarant within the common areas shown on the Plat; and
- (d) Any other property, facility, apparatus or equipment hereafter designated by Declarant to be Common Property.

2. Article I, Section 8 of the Declaration shall be amended to read as follows:

“Contiguous Lands” means:

That part of the West 1/2 of Section 35, T4N, R1W, Meridian Township, Ingham County, Michigan, beginning at the South 1/4 corner of said Section 35; thence along the South Section line S89deg 50'14"W 180.00 feet; thence N00deg 00'00"E 186.48 feet; thence N42deg 32'17"W 251.45 feet; thence N68deg 48'41"W 334.29 feet; thence N89deg 50'49"W 346.50 feet; thence S00deg 18'26"W 136.58 feet; thence S82deg 47'54"W 72.18 feet; thence N00deg 03'33"E 30.56 feet; thence S89deg 50'14"W 520.30 feet; thence N00deg 03'33"E 86.00 feet; thence S89deg 50'14"W 645.80 feet; thence N00deg 09'21"E 483.68 feet; thence S89deg 50'14"W 400.01 feet; thence N00deg 09'21"E 224.16 feet to the Southeast

corner of Hiawatha Park, recorded in Liber 18 of Plats, Pages 19 and 19A, Ingham County Records, thence N00deg 05'16"E 1460.36 feet to the West 1/4 corner of Section 35; thence N00deg 26'52"E 804.33 feet along the West line of the NW 1/4 of Section 35; thence S89deg 33'08"E 560.00 feet; thence N00deg 26'52"E 699.25 feet; thence N 13deg 42'25"E 381.78 feet; thence N01deg 34'35"E 318.59 feet to the Southerly right of way line of the C & O Railroad; thence along said Southerly line S72deg 23'55"E 2077.13 feet to the East line of the NW 1/4 of Section 35; thence along said East line S00deg 18'45"W 1556.55 feet to the center of Section 35; thence S00deg 00'00"W 2631.57 feet to the point of beginning, containing 230.3042 acres of land, more or less;

**Except:**

Ember Oaks No. 1, a subdivision of part of the Southwest 1/4 Section 35, T4N, R1W, Meridian Township, Ingham County, Michigan, described as:

Commencing at the Southwest corner of said Section 35; thence N89°48'12"E along the South line of said Section 35 a distance of 400.00 feet to the point of beginning of this description; thence N00°04'43"E 950.68 feet; thence S89°8'12"W parallel with said South section line 399.30 feet to the East line of Sierra Vista Estates No. 3, as recorded in Liber 39 of Plats, pages 6 and 7, Ingham County Records; thence N00°07'14"E along said East line 224.15 feet to the Northeast corner of said Sierra Vista Estates No. 3, also being the Southeast corner of Hiawatha Park, as recorded in Liber 18 of Plats, Pages 19 and 19A, Ingham County Records; thence N00°02'42"E along the East line of said Hiawatha Park 1460.49 feet to the West 1/4 corner of said Section 35, said corner also being the Northeast corner of said Hiawatha Park; thence N89°52'07"E along the East-West 1/4 line of said Section 35 a distance of 439.19 feet to the Westerly line of the Wolverine Pipeline right of way; thence S32°43'36"E along said line 996.62 feet; thence S42°38'54"E continuing along said line 419.93 feet; thence S00°07'20"W 486.64 feet; thence S34°03'26"E 37.84 feet; thence S44°30'52"W 321.83 feet; thence Northwesterly 19.08 feet along a curve to the right, said curve having a delta angle of 2°55'48", a radius of 373.00 feet, and a chord of 19.07 feet bearing N44°01'13"W; thence Southwesterly 106.98 feet along a curve to the right, said curve having a delta angle of 29°28'05", a radius of 208.00 feet, and a chord of 105.80 feet bearing S69°30'08"W; thence S05°45'49"E 249.16 feet; thence S89°48'12"W parallel with said South section line 374.52 feet; thence S00°11'48"E 466.99

feet to said section line; thence S89°48'12"W along said line 200.40 feet to the point of beginning; containing 46.51 acres more or less, 34 lots numbered 1 through 34 inclusive and 4 private common areas.

**And Except:**

Ember Oaks No 2, a subdivision of part of the Southwest 1/4 Section 35, T4N, R1W, Meridian Township, Ingham County, Michigan, described as:

Part of the southwest ¼ of Section 35, T4N, R1 W Meridian Township, Ingham County, Michigan, described as commencing at the southwest corner of Section 35; thence N89°48'12"E along the south line of said Section 35 a distance of 600.40 feet; thence N00°11'48"E 467.00 feet; thence N89°48'09"E 374.52 feet to the Point of Beginning; thence N 05°45'49" W a distance of 249.16 feet to the northeast corner of Lot 3 of the Plat of Ember Oaks, as recorded in Liber 54, Pages 34-38, Ingham County Records; thence northeasterly along the arc of a curve to the left 106.98 feet with a radius of 208.00 feet and a chord of 105.80 feet bearing N 69°30'08" E; thence southeasterly along the arc of a curve to the left 19.08 feet with a radius of 373.00 feet and a chord of 19.07 feet bearing of S 44°01'13" E; thence N 44°30'52" E a distance of 321.83 feet; thence S 34°03'26" E a distance of 60.77 feet; thence S 01°12'57" W a distance of 220.14 feet; thence S 04°56'41" W a distance of 66.12 feet; thence S 00°20'16" E a distance of 199.25 feet; thence S 11°01'23" E a distance of 50.91 feet; thence S 89°48'12" W a distance of 277.85 feet; thence N 00°01'13" E a distance of 86.00 feet; thence S 89°48'12" W a distance of 69.72 feet; to the Point of Beginning, containing 3.45 acres, 4 lots numbered 35 through 38, inclusive.

3. Article I, Section 11 of the Declaration is amended to read as follows:

"Plat" includes both the plat of Ember Oaks Subdivision, Phase I, according to the plat thereof recorded on January 14, 2002 at Liber 54 of Plats, Page 34, Ingham County Records and the plat of Ember Oaks No. 2 Subdivision, according to the plat thereof recorded on March 30th, 2007 at Liber 57 of Plats, Pages 25 and 26, Ingham County Records.

4. Article VI, Section 2 of the Declaration is amended to read as follows:

Houses constructed on lots within the Plat shall have a minimum square footage of finished floor space above street grade, excluding porches and garages, as follows:

Group A includes Lot Nos. 1, 2, 3, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37 and 38

Group B includes Lot Nos. 4, 5, 6, 7, 8, 9, 10, 11, 18, 19, 20, 21 and 22

Group C includes Lot Nos. 12, 13, 14, 15, 16 and 17

1-1/2 Story				
Group	1-story	2-story	Total	1st Floor
A	2,600	3,000	2,800	1,875
B	2,850	3,300	3,100	2,100
C	3,100	3,600	3,350	2,250

5. The following is hereby added as Article VI, Section 21 of the Declaration:

Tree removal shall be permitted only upon approval by the Declarant. Approval for tree removal for the construction of a residence will be granted with approval of the Architectural Plans for a particular residence. Consideration to preserve trees must be given when positioning a residence on a Lot. Approval for tree removal, other than for the construction of a residence, will only be granted upon receipt of opinion from an approved professional forester that the tree removal is for a good cause. The provisions of this paragraph 21 shall not apply to Lots 1 through 34.

6. All other terms of the Declaration not expressly amended hereby shall remain in full force and effect.



2009 JAN 27 A 9 20

B: 3331 P: 279 01/28/2009 10:57 AM  
2009-002889 MISCELLANEOUS Receipt #49569  
Curtis Hertel Jr., Ingham County, Michigan

Pages: 8



**SECOND AMENDMENT TO  
DECLARATION OF RESTRICTIONS**

**ADDING EMBER OAKS NO. 3 SUBDIVISION**

**THIS SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS**  
is made as of this 11<sup>th</sup> day of October, 2007 by Ember Oaks Company, a  
Michigan corporation, whose address is 4665 Dobie Road, Suite 130, Okemos, Michigan 48864  
("Declarant"), pertaining to the plat of the Ember Oaks No. 3 Subdivision.

**WITNESSETH:**

**WHEREAS**, Declarant previously recorded a Declaration of Restrictions for  
Ember Oaks Subdivision – Phase I (the "Declaration"), which Declaration was recorded with the  
Ingham County Register of Deeds on January 14, 2002, at Liber 2936, Page 111;

**WHEREAS**, Declarant previously recorded an Amendment to Declaration of  
Restrictions (adding Ember Oaks No. 2 Subdivision) (the "First Amendment") which First  
Amendment was recorded with the Ingham County Register of Deeds on April 3, 2007 at Liber  
3261, Page 1106 (Miscellaneous 2007-016144) (the Declaration and the First Amendment  
referred to collectively hereafter as the "Declaration");

**WHEREAS**, Declarant has recorded a plat for the third phase of the subdivision  
which is known as Ember Oaks No. 3 Subdivision (and includes Lots 39 through 47) and is  
legally described as follows:

Part of the Southwest  $\frac{1}{4}$  of Section 35, T4N, R1W, Meridian Township,  
Ingham County, Michigan, described as commencing at the West  $\frac{1}{4}$  corner  
of said Section 35; thence North 89 degrees 52 minutes 07 seconds East  
along the East and West  $\frac{1}{4}$  line of said Section a distance of 439.19 feet to  
the Easterly line of the Plat of Ember Oaks as recorded in Liber 54 of  
Plats, Pages 34-38 of Ingham County Records, and the Point of  
Beginning; thence continuing along said East and West  $\frac{1}{4}$  line, North 89  
degrees 52 minutes 07 seconds East 1158.84 feet; thence 195.17 feet along

= Schroeder

the arc of a curve to the left, with a radius of 333.34 feet whose chord bears South 16 degrees 26 minutes 53 seconds West 192.39 feet; thence South 00 degrees 20 minutes 13 seconds East 88.72 feet; thence North 89 degrees 39 minutes 47 seconds East 283.50 feet; thence South 00 degrees 20 minutes 13 seconds East 260.00 feet; thence South 89 degrees 39 minutes 47 seconds West 71.94 feet; thence South 00 degrees 20 minutes 13 seconds East 269.87 feet; thence South 89 degrees 39 minutes 38 seconds West 84.41 feet; thence 96.06 feet along the arc of a curve to the left, with a radius of 61.15 feet whose chord bears South 44 degrees 39 minutes 47 seconds West 86.48 feet; thence South 89 degrees 39 minutes 38 seconds West 66.00 feet; thence 96.06 feet along the arc of a curve to the left with a radius of 61.15 feet whose chord bears North 45 degrees 20 minutes 32 seconds West 86.48 feet; thence South 89 degrees 39 minutes 38 seconds West 135.84 feet; thence South 00 degrees 20 minutes 13 seconds East 345.67 feet; thence North 89 degrees 59 minutes 57 seconds West 89.73 feet to a point on the Westerly line of said Plat of Ember Oaks; thence along said line the following two courses: North 42 degrees 38 minutes 54 seconds West 419.93 feet and also North 32 degrees 43 minutes 36 seconds West 996.62 feet to the Point of Beginning; and

**WHEREAS**, Declarant desires all lands within Ember Oaks No. 3 Subdivision to be subject to the land and building restrictions set forth in the Declaration.

**NOW THEREFORE**, Declarant hereby declares and establishes that all lots within Ember Oaks No. 3 Subdivision shall be subject to the Declaration, and the Declaration shall be amended as follows:

1. Article I, Section 8 of the Declaration shall be amended to read as follows:

“Contiguous Lands” means:

That part of the West 1/2 of Section 35, T4N, R1W, Meridian Township, Ingham County, Michigan, beginning at the South 1/4 corner of said Section 35; thence along the South Section line S89deg 50'14"W 180.00 feet; thence N00deg 00'00"E 186.48 feet; thence N42deg 32'17"W 251.45 feet; thence N68deg 48'41"W 334.29 feet; thence N89deg 50'49"W 346.50 feet; thence S00deg 18'26"W 136.58 feet; thence S82deg 47'54"W 72.18 feet; thence N00deg 03'33"E 30.56 feet; thence S89deg 50'14"W 520.30 feet; thence N00deg 03'33"E 86.00 feet; thence S89deg 50'14"W 645.80 feet; thence N00deg 09'21"E 483.68 feet; thence S89deg 50'14"W 400.01 feet; thence N00deg 09'21"E 224.16 feet to the Southeast corner of Hiawatha Park, recorded in Liber 18 of Plats, Pages 19 and 19A, Ingham County Records, thence N00deg 05'16"E 1460.36 feet to the West 1/4 corner of Section 35, thence N00deg 26'52"E

804.33 feet along the West line of the NW 1/4 of Section 35; thence S89deg 33'08"E 560.00 feet; thence N00deg 26'52"E 699.25 feet; thence N 13deg 42'25"E 381.78 feet; thence N01deg 34'35"E 318.59 feet to the Southerly right of way line of the C & O Railroad; thence along said Southerly line S72deg 23'55"E 2077.13 feet to the East line of the NW 1/4 of Section 35; thence along said East line S00deg 18'45"W 1556.55 feet to the center of Section 35; thence S00deg 00'00"W 2631.57 feet to the point of beginning, containing 230.3042 acres of land, more or less;

**Except:**

Ember Oaks No. 1, a subdivision of part of the Southwest 1/4 Section 35, T4N, R1W, Meridian Township, Ingham County, Michigan, described as:

Commencing at the Southwest corner of said Section 35; thence N89°48'12"E along the South line of said Section 35 a distance of 400.00 feet to the point of beginning of this description; thence N00°04'43"E 950.68 feet; thence S89°8'12"W parallel with said South section line 399.30 feet to the East line of Sierra Vista Estates No. 3, as recorded in Liber 39 of Plats, pages 6 and 7, Ingham County Records; thence N00°07'14"E along said East line 224.15 feet to the Northeast corner of said Sierra Vista Estates No. 3, also being the Southeast corner of Hiawatha Park, as recorded in Liber 18 of Plats, Pages 19 and 19A, Ingham County Records; thence N00°02'42"E along the East line of said Hiawatha Park 1460.49 feet to the West 1/4 corner of said Section 35, said corner also being the Northeast corner of said Hiawatha Park; thence N89°52'07"E along the East-West 1/4 line of said Section 35 a distance of 439.19 feet to the Westerly line of the Wolverine Pipeline right of way; thence S32°43'36"E along said line 996.62 feet; thence S42°38'54"E continuing along said line 419.93 feet; thence S00°07'20"W 486.64 feet; thence S34°03'26"E 37.84 feet; thence S44°30'52"W 321.83 feet; thence Northwesterly 19.08 feet along a curve to the right, said curve having a delta angle of 2°55'48", a radius of 373.00 feet, and a chord of 19.07 feet bearing N44°01'13"W; thence Southwesterly 106.98 feet along a curve to the right, said curve having a delta angle of 29°28'05", a radius of 208.00 feet, and a chord of 105.80 feet bearing S69°30'08"W; thence S05°45'49"E 249.16 feet; thence S89°48'12"W parallel with said South section line 374.52 feet; thence S00°11'48"E 466.99 feet to said section line; thence S89°48'12"W along said line 200.40 feet to the point of beginning; containing 46.51 acres more

or less, 34 lots numbered 1 through 34 inclusive and 4 private common areas.

**And Except:**

Ember Oaks No 2, a subdivision of part of the Southwest 1/4 Section 35, T4N, R1W, Meridian Township, Ingham County, Michigan, described as:

Part of the southwest ¼ of Section 35, T4N, R1 W Meridian Township, Ingham County, Michigan, described as commencing at the southwest corner of Section 35; thence N89°48'12"E along the south line of said Section 35 a distance of 600.40 feet; thence N00°11'48"E 467.00 feet; thence N89°48'09"E 374.52 feet to the Point of Beginning; thence N 05°45'49" W a distance of 249.16 feet to the northeast corner of Lot 3 of the Plat of Ember Oaks, as recorded in Liber 54, Pages 34-38, Ingham County Records; thence northeasterly along the arc of a curve to the left 106.98 feet with a radius of 208.00 feet and a chord of 105.80 feet bearing N 69°30'08" E; thence southeasterly along the arc of a curve to the left 19.08 feet with a radius of 373.00 feet and a chord of 19.07 feet bearing of S 44°01'13" E; thence N 44°30'52" E a distance of 321.83 feet; thence S 34°03'26" E a distance of 60.77 feet; thence S 01°12'57" W a distance of 220.14 feet; thence S 04°56'41" W a distance of 66.12 feet; thence S 00°20'16" E a distance of 199.25 feet; thence S 11°01'23" E a distance of 50.91 feet; thence S 89°48'12" W a distance of 277.85 feet; thence N 00°01'13" E a distance of 86.00 feet; thence S 89°48'12" W a distance of 69.72 feet; to the Point of Beginning, containing 3.45 acres, 4 lots numbered 35 through 38, inclusive.

**And Except:**

Ember Oaks No. 3, a subdivision of part of the Southwest ¼ Section 35, T4N, R1W, Meridian Township, Ingham County, Michigan, described as:

Part of the Southwest ¼ of Section 35, T4N, R1W, Meridian Township, Ingham County, Michigan, described as commencing at the West ¼ corner of said Section 35; thence North 89 degrees 52 minutes 07 seconds East along the East and West ¼ line of said Section a distance of 439.19 feet to the Easterly line of the Plat of Ember Oaks as recorded in Liber 54 of Plats, Pages 34-38 of Ingham County Records, and the Point of Beginning; thence continuing along said East and West ¼ line, North 89 degrees 52

minutes 07 seconds East 1158.84 feet; thence 195.17 feet along the arc of a curve to the left, with a radius of 333.34 feet whose chord bears South 16 degrees 26 minutes 53 seconds West 192.39 feet; thence South 00 degrees 20 minutes 13 seconds East 88.72 feet; thence North 89 degrees 39 minutes 47 seconds East 283.50 feet; thence South 00 degrees 20 minutes 13 seconds East 260.00 feet; thence South 89 degrees 39 minutes 47 seconds West 71.94 feet; thence South 00 degrees 20 minutes 13 seconds East 269.87 feet; thence South 89 degrees 39 minutes 38 seconds West 84.41 feet; thence 96.06 feet along the arc of a curve to the left, with a radius of 61.15 feet whose chord bears South 44 degrees 39 minutes 47 seconds West 86.48 feet; thence South 89 degrees 39 minutes 38 seconds West 66.00 feet; thence 96.06 feet along the arc of a curve to the left with a radius of 61.15 feet whose chord bears North 45 degrees 20 minutes 32 seconds West 86.48 feet; thence South 89 degrees 39 minutes 38 seconds West 135.84 feet; thence South 00 degrees 20 minutes 13 seconds East 345.67 feet; thence North 89 degrees 59 minutes 57 seconds West 89.73 feet to a point on the Westerly line of said Plat of Ember Oaks; thence along said line the following two courses: North 42 degrees 38 minutes 54 seconds West 419.93 feet and also North 32 degrees 43 minutes 36 seconds West 996.62 feet to the Point of Beginning.

2. Article I, Section 11 of the Declaration is amended to read as follows:

“Plat” includes the plat of Ember Oaks Subdivision, Phase I, according to the plat thereof recorded on January 14, 2002 at Liber 54 of Plats, Page 34, Ingham County Records and the plat of Ember Oaks No. 2 Subdivision, according to the plat thereof recorded on March 30, 2007 at Liber 57 of Plats, Page 25, Ingham County Records. and the plat of Ember Oaks No. 3 Subdivision, according to the plat thereof recorded on January 12, 2007 at Liber 58 of Plats, Page 3-5, Ingham County Records.

3. Article VI, Section 2 of the Declaration is amended to read as follows:

Houses constructed on lots within the Plat shall have a minimum square footage of finished floor space above street grade, excluding porches and garages, as follows:

Group A includes Lot Nos. 1, 2, 3, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37 and 38

Group B includes Lot Nos. 4, 5, 6, 7, 8, 9, 10, 11, 18, 19, 20, 21, 22, 39, 40, 41, 42, 43, 44, 45, 46 and 47

Group C includes Lot Nos. 12, 13, 14, 15, 16 and 17

1-1/2 Story				
Group	1-story	2-story	Total	1st Floor
A	2,600	3,000	2,800	1,875
B	2,850	3,300	3,100	2,100
C	3,100	3,600	3,350	2,250

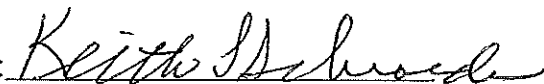
4. Article VI, Section 21 of the Declaration provides as follows:

Tree removal shall be permitted only upon approval by the Declarant. Approval for tree removal for the construction of a residence will be granted with approval of the Architectural Plans for a particular residence. Consideration to preserve trees must be given when positioning a residence on a Lot. Approval for tree removal, other than for the construction of a residence, will only be granted upon receipt of opinion from an approved professional forester that the tree removal is for a good cause. The provisions of this paragraph 21 shall not apply to Lots 1 through 34.

5. All other terms of the Declaration not expressly amended hereby shall remain in full force and effect.

**IN WITNESS WHEREOF**, the undersigned has executed this Second Amendment to Declaration of Restrictions as of the day and year first written above.

**EMBER OAKS COMPANY**, a Michigan corporation

By:   
Keith L. Schroeder

Its: President

STATE OF MICHIGAN            )  
  ) ss.  
COUNTY OF Ingham        )

Acknowledged before me in Ingham County, Michigan, on October 11, 2007, by Keith L. Schroeder, the president of Ember Oaks Company, a Michigan corporation, for the corporation.

Penny F. Wisinski

Notary Public  
Ingham County, Michigan  
My Commission Expires: June 27, 2013  
Acting in Ingham County, Michigan

Drafted by and after  
recording return to:

Gail A. Anderson, Esq.  
McClelland & Anderson, L.L.P.  
1305 South Washington Avenue  
Suite 102  
Lansing, Michigan 48910  
(517) 482-4890

PENNY F. WISINSKI  
Notary Public, State of Michigan  
County of Ingham  
My Commission Expires Jun. 27, 2013  
Acting in the County of Ingham

## EXHIBIT A

### LEGAL DESCRIPTION FOR PHASE III

Part of the Southwest  $\frac{1}{4}$  of Section 35, T4N, R1W, Meridian Township, Ingham County, Michigan, described as commencing at the West  $\frac{1}{4}$  corner of said Section 35; thence North 89 degrees 52 minutes 07 seconds East along the East and West  $\frac{1}{4}$  line of said Section a distance of 439.19 feet to the Easterly line of the Plat of Ember Oaks as recorded in Liber 54 of Plats, Pages 34-38 of Ingham County Records, and the Point of Beginning; thence continuing along said East and West  $\frac{1}{4}$  line, North 89 degrees 52 minutes 07 seconds East 1158.84 feet; thence 195.17 feet along the arc of a curve to the left, with a radius of 333.34 feet whose chord bears South 16 degrees 26 minutes 53 seconds West 192.39 feet; thence South 00 degrees 20 minutes 13 seconds East 88.72 feet; thence North 89 degrees 39 minutes 47 seconds East 283.50 feet; thence South 00 degrees 20 minutes 13 seconds East 260.00 feet; thence South 89 degrees 39 minutes 47 seconds West 71.94 feet; thence South 00 degrees 20 minutes 13 seconds East 269.87 feet; thence South 89 degrees 39 minutes 38 seconds West 84.41 feet; thence 96.06 feet along the arc of a curve to the left, with a radius of 61.15 feet whose chord bears South 44 degrees 39 minutes 47 seconds West 86.48 feet; thence South 89 degrees 39 minutes 38 seconds West 66.00 feet; thence 96.06 feet along the arc of a curve to the left with a radius of 61.15 feet whose chord bears North 45 degrees 20 minutes 32 seconds West 86.48 feet; thence South 89 degrees 39 minutes 38 seconds West 135.84 feet; thence South 00 degrees 20 minutes 13 seconds East 345.67 feet; thence North 89 degrees 59 minutes 57 seconds West 89.73 feet to a point on the Westerly line of said Plat of Ember Oaks; thence along said line the following two courses: North 42 degrees 38 minutes 54 seconds West 419.93 feet and also North 32 degrees 43 minutes 36 seconds West 996.62 feet to the Point of Beginning.

Part of Tax Parcel Nos. 33-02-02-35-300-025 and 33-02-02-35-300-016

INGHAM COUNTY  
REGISTER OF DEEDS  
RECEIVED

2009 MAR 13 A 9:40

B: 3335 P: 1238 03/13/2009 09:48 AM  
2009-008976 MISCELLANEOUS Receipt #50605  
Curtis Hertel Jr., Ingham County, Michigan

Pages: 9



INGHAM COUNTY  
REGISTER OF DEEDS  
RECEIVED  
2009 MAR -9 A 9:40



AFFIDAVIT OF RECORDING

SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS

ADDING EMBER OAKS No.3 SUBDIVISION

The above instrument is being re-recorded to add the plat recording date, liber and page to page 5

Dated this 6th day of March 2009.

INGHAM COUNTY  
REGISTER OF DEEDS

2009 MAR 13 AM 8:44

Signed and Sealed:

**EMBER OAKS COMPANY**

BY: Keith L. Schroeder  
Keith L. Schroeder, President  
Ember Oaks Company, a Michigan Corporation

STATE OF MICHIGAN            )  
  ) ss.  
COUNTY OF INGHAM         )

The foregoing instrument was acknowledged before me this 6th day of March, 2009, by: Keith L. Schroeder, President  
Ember Oaks Company, a Michigan Corporation

Terri L. Holmgren  
Terri L. Holmgren, Notary Public  
Clinton acting in Ingham County, MI  
My Commission expires: November 13, 2012