



**DECLARATION OF RESTRICTIONS
WILDFLOWER MEADOWS SUBDIVISION - PHASE I**

THIS DECLARATION OF RESTRICTIONS is made as of this 14th day of July, 2005 by SBI Limited Partnership, a Michigan limited partnership, whose address is 4665 Dobie Road, Suite 130, Okemos, Michigan 48864 ("Declarant"), pertaining to the plat of the Wildflower Meadows Subdivision.

WITNESSETH:

WHEREAS, Declarant is the owner of the Wildflower Meadows Subdivision – Phase I legally described as follows:

WILDFLOWER MEADOWS, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWN 5 NORTH, RANGE 2 WEST, CLINTON COUNTY, CITY OF DEWITT, MICHIGAN, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 8; THENCE S 89°34'21" E 822.57 FEET ALONG THE SOUTH LINE OF SAID SECTION 8 TO THE SOUTHEAST CORNER OF GENEVA SHORES NO.1, A SUBDIVISION RECORDED IN LIBER 4, PAGE 3, CLINTON COUNTY RECORDS; THENCE N 00°03'19" E 902.92 FEET ALONG THE EAST LINE OF SAID GENEVA SHORES NO. 1; THENCE S 85°37'00" E 147.28 FEET; THENCE N 68°24'56" E 66.59 FEET; THENCE S 86°09'14" E 101.24 FEET; THENCE N 84°49'50" E 222.31 FEET; THENCE N 86°08'16" E 122.78 FEET; THENCE N 79°39'23" E 60.39 FEET; THENCE N 86°08'16" E 154.75 FEET; THENCE N 04°03'19" E 348.69 FEET; THENCE N 14°16'43" W 349.02 FEET; THENCE N 02°06'43" W 124.84 FEET; THENCE N 33°25'44" E 75.26 FEET; THENCE N 05°20'51" W 131.60 FEET; THENCE N 82°41'38" E 72.40 FEET; THENCE S 11°47'19" E 130.00 FEET; THENCE 30.01 FEET ALONG A NON- TANGENT CURVE TO THE RIGHT, HAVING A



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RADIUS OF 1005.73 FEET AND A CENTRAL ANGLE OF $1^{\circ}42'34''$, SUBTENDED BY A CHORD BEARING $N 79^{\circ}10'51'' E$ 30.00 FEET; THENCE $N 11^{\circ}47'19'' W$ 130.00 FEET; THENCE $N 85^{\circ}12'38'' E$ 94.12 FEET; THENCE $N 85^{\circ}58'13'' E$ 89.66 FEET; THENCE $S 88^{\circ}03'01'' E$ 98.35 FEET; THENCE $S 74^{\circ}13'33'' E$ 98.91 FEET; THENCE $S 83^{\circ}36'15'' E$ 129.64 FEET; THENCE $S 72^{\circ}12'26'' E$ 63.15 FEET; THENCE $S 88^{\circ}24'17'' E$ 125.00 FEET; THENCE $N 89^{\circ}56'41'' E$ 195.69 FEET TO THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 8; THENCE $S 00^{\circ}03'19'' E$ 675.18 FEET ALONG SAID NORTH-SOUTH 1/4 LINE; THENCE $S 89^{\circ}56'41'' W$ 162.89 FEET; THENCE 208.69 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 289.65 FEET AND A CENTRAL ANGLE OF $41^{\circ}16'52''$, SUBTENDED BY A CHORD BEARING $N 69^{\circ}24'54'' W$ 204.21 FEET TO A POINT OF CUSP WITH A CURVE; THENCE 70.17 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 498.36 FEET AND A CENTRAL ANGLE OF $8^{\circ}04'02''$, SUBTENDED BY A CHORD BEARING $S 33^{\circ}38'51'' W$ 70.11 FEET TO A NON-TANGENT LINE; THENCE $N 60^{\circ}23'11'' W$ 45.13 FEET; THENCE $N 88^{\circ}26'26'' W$ 130.47 FEET; THENCE $S 11^{\circ}21'40'' W$ 216.72 FEET; THENCE $S 02^{\circ}47'59'' E$ 346.07 FEET; THENCE $S 23^{\circ}24'35'' W$ 125.24 FEET; THENCE $S 69^{\circ}07'41'' W$ 125.24 FEET; THENCE $N 87^{\circ}07'33'' W$ 110.31 FEET; THENCE $N 86^{\circ}26'34'' W$ 102.27 FEET; THENCE $N 87^{\circ}06'57'' W$ 112.19 FEET; THENCE $S 85^{\circ}58'28'' W$ 160.68 FEET; THENCE $S 62^{\circ}21'22'' W$ 168.34 FEET; THENCE $S 40^{\circ}06'11'' W$ 153.03 FEET; THENCE 170.12 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 401.24 FEET AND A CENTRAL ANGLE OF $24^{\circ}17'34''$, SUBTENDED BY A CHORD BEARING $S 62^{\circ}02'36'' E$ 168.85 FEET TO A POINT OF CUSP WITH A CURVE; THENCE 60.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 210.00 FEET AND A CENTRAL ANGLE OF $16^{\circ}27'24''$, SUBTENDED BY A CHORD BEARING $S 12^{\circ}05'59'' W$ 60.11 FEET TO A POINT OF CURVATURE WITH A CURVE; THENCE 12.62 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 210.00 FEET AND A CENTRAL ANGLE OF $3^{\circ}26'38''$, SUBTENDED BY A CHORD BEARING $S 02^{\circ}08'58'' W$ 12.62 FEET; THENCE $S 00^{\circ}25'39'' W$ 235.61 FEET TO THE SOUTH LINE OF SAID SECTION 8; THENCE $N 89^{\circ}34'21'' W$ 466.67 FEET ALONG SAID SOUTH LINE BACK TO THE POINT OF BEGINNING. CONTAINING 33.62 ACRES OF LAND, MORE OR LESS, AND 71 LOTS NUMBERED 1 TO 71, INCLUSIVE, AND THREE PRIVATE

PARKS NAMED SOUTH COMMONS, SOUTH EAST COMMONS, AND EAST COMMONS.

WHEREAS, Declarant desires all lands within Wildflower Meadows 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 Wildflower Meadows Subdivision.

NOW THEREFORE, Declarant hereby declares and establishes the following covenants, conditions, restrictions, easements, and reservations upon all lots within Wildflower Meadows 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 described 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 SBI Limited Partnership, a Michigan limited partnership, its successors and assigns.

2. "Homeowners' Association" means the Michigan non-profit corporation known as "Wildflower Meadows 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 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) All open space and natural areas designated on the Plat, including the storm water easement areas and any improvements contained within these open space areas;



- (b) Mailboxes installed by Declarant;
- (c) Any 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. "Contiguous Lands" means

PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 2 WEST, CITY OF DEWITT, CLINTON COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 8, THENCE S89°34'21"E ALONG THE SOUTH LINE OF SAID SECTION 8 A DISTANCE OF 822.57 FEET MORE OR LESS TO THE EASTERLY LINE OF GENEVA SHORES NO.1, A SUBDIVISION IN SAID SOUTHWEST 1/4 OF SECTION 8, AS RECORDED IN LIBER 4 PAGE 3 CLINTON COUNTY RECORDS, EXTENDED, THENCE N0°03'19"E, (RECORDED N0°18'00"E) ALONG SAID EAST LINE AND EAST LINE EXTENDED 902.92 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE CONTINUING N0° 03'19"E ALONG SAID EAST LINE OF GENEVA SHORES NO.1 A DISTANCE OF 948.07 FEET TO THE SOUTH LINE EXTENDED OF LOT 119 SAID GENEVA SHORES NO. 1, THENCE S89°48'11"E ALONG SAID SOUTH LINE AND SOUTH LINE EXTENDED 150 FEET MORE OR LESS TO THE SOUTHEASTERN MOST CORNER OF SAID LOT 119, THENCE N 0°06'09"E AGAIN ALONG THE EASTERLY LINE OF SAID GENEVA SHORES NO. 1 A DISTANCE OF 799.83 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT 113 SAID GENEVA SHORES NO.1, THENCE S89°46'59"E 337.28 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF LOT 65 ASSESSOR'S PLAT OF THE CITY OF DEWITT-SOUTH AS RECORDED IN LIBER 8 OF PLATS PAGE 18, CLINTON COUNTY RECORDS, THENCE S0°17'22"W ALONG THE WEST LINE OF LOT 76 OF SAID ASSESSOR'S PLAT OF THE CITY OF DEWITT-SOUTH A DISTANCE 263.76 FEET MORE OR LESS TO THE SOUTHWEST WEST CORNER OF SAID LOT 76, THENCE S89°27'38"E ALONG THE SOUTH LINE OF SAID PLAT 1329.57 FEET MORE OR LESS TO THE NORTH-SOUTH ONE-QUARTER LINE OF SAID SECTION 8, THENCE S0°03'19"E



ALONG SAID NORTH-SOUTH ONE-QUARTER LINE 447.43 FEET, THENCE S89°56'41"W 195.69 FEET, THENCE N88°24'17"W 125.00 FEET, THENCE N72°12'26"W 63.15 FEET, THENCE N83°36'15"W 129.64 FEET, THENCE N74°13'33" W 98.91 FEET, THENCE N88°03'01"W 98.35 FEET, THENCE S85°58'13"W 89.66 FEET, THENCE S85°12'38"W 94.12 FEET, THENCE S11°47'19"E 130 FEET, THENCE 30.01 FEET ALONG A 1005.73 FOOT RADIUS CURVE TO THE LEFT THE LONG CHORD OF SAID CURVE BEARING S79°10'51"W 30 FEET AND A CENTRAL ANGLE OF 1°42'34", THENCE N11°47'19"W 130.00 FEET, THENCE S82°41'38"W 72.40 FEET, THENCE S5°20'51"E 131.60 FEET, THENCE S33°25'44"W 75.26 FEET, THENCE S2°06'43"E 124.84 FEET, THENCE S33°25'44"W 75.26 FEET, THENCE S2°06'43"E 124.84 FEET, THENCE S14°16'43"E 349.02 FEET, THENCE S4°03'19"W 348.69 FEET, THENCE S86°08'16"W 154.75 FEET, THENCE S79°39'23"W 60.39 FEET, THENCE S86°08'16"W 122.78 FEET, THENCE S84°49'50"W 222.31 FEET, THENCE N86°09'14"W 101.24 FEET, THENCE S68°24'56"W 66.59 FEET, THENCE N85°37'00"W 147.28 FEET MORE OR LESS TO THE POINT OF BEGINNING.

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

9. "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.

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 Wildflower Meadows Subdivision, Phase I, according to the plat thereof recorded on July 6, 2005, Document No. 5082907, at Liber 10 of Plats, Page 69, Clinton County Records.

**ARTICLE II
SAFETY PRECAUTIONS**

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.

**ARTICLE III
ADMINISTRATION OF RESTRICTIONS**

1. During the development stage of the Plat and 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 City of DeWitt ordinances.

ARTICLE V ARCHITECTURAL AND LANDSCAPING PLANS

1. No building, fence, wall, permanent 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 (8) 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 a sales 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:

Single story:	1500 square feet
One and one-half story:	1700 square feet
Two story:	1900 square feet

3. Roof pitches shall not be less than six inches rise for 12 inches of run.

4. Garages shall be attached, be a minimum of four hundred (400) square feet, be designed for at least two (2) cars, and shall have electric garage door openers. Driveways shall be concrete.

5. All visual components of decks shall be properly maintained including sealer.

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

7. 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.

8. All Landscape plans including retaining walls and garden areas 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.

9. 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.

10. There shall be no outdoor storage of mobile homes, motor homes, trailers, campers, boats or other recreational vehicles on a lot or street within the Plat. Also, commercial vehicles larger than 3/4 ton pickups are not allowed to be stored on a lot or street. "Storage" is considered anything over forty eight (48) hours in any one week.

11. Detached buildings are prohibited.

12. 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.

13. 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 City of DeWitt ordinances may contain restrictive provisions governing the placement of fences and other obstructions near roadways and intersections.

14. Any fences installed within the stormwater drain easements located throughout the Plat, any Contiguous Plat, or the adjacent Wildflower Meadows Condominium Project, must be approved by the Clinton County Drain Commissioner.

15. Any trees being planted in street right-of-way must be in compliance with the City of DeWitt standards.

16. 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.



- 17. Mailboxes throughout the Plat shall be identical and after initially installed by the Declarant shall thereafter be maintained and replaced by the Association.
- 18. Any fertilizer used shall have a phosphorus grade of 5 or less.

**ARTICLE VII
SUBDIVISION OF PLATTED LOT**

No lot shall be subdivided without the prior written approval of Declarant and City of DeWitt.

**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 retain ownership and control of the Common Property until such time as Declarant determines it advisable to transfer ownership to the Homeowners' Association.

2. Prior to transferring ownership of the Common Property to the Homeowners' Association, the Declarant shall cause to be executed and recorded a Reciprocal Easement and Declaration of Restrictions ("Easement Agreement") pursuant to which all co-owners in the neighboring Wildflower Meadows Condominium Project (the "Condominium Project") shall be given a permanent non-exclusive easement for recreational access to that portion of the Common Property described in Article I, Section 6(a) hereof. The Easement Agreement shall be reciprocal, as it will also grant the lot owners in the Plat and any Contiguous Plat a permanent non-exclusive easement for recreational access over certain open space and natural areas in the Condominium Project. (The easement areas in the Plat and the Condominium Project as designated in the Easement Agreement are referred to collectively hereafter in this Article XI as the "Easement Areas").

3. Pursuant to the Easement Agreement, the cost of maintenance of the Easement Areas shall be allocated equally among the total number of living units within the Plat, any Contiguous Plats and the Condominium Project. The Homeowners' Association shall have the responsibility of collecting the appropriate prorata share of the costs of maintenance of the Easement Areas from the owners of the Plat and any Contiguous Plat(s) under the procedures set forth in Article XII.

4. The costs of maintenance of all Common Property, other than the Easement Areas described in Subparagraphs 2 and 3 above, shall be spread equally among lot

owners in this Plat and any Contiguous Plat(s) under the assessment procedures and formulas established under Article XII.

5. The costs of maintenance of any Common Property in any Contiguous Plat(s) designated by Declarant, other than the Easement Areas described in subparagraphs 2 and 3 above, shall be spread equally among lot owners within this Plat, as well as owners within the Contiguous Plat(s), under the assessment procedures and formulas established under Article XII.

6. Costs of maintenance of the Common Property shall include, but not be limited to, the cost of maintenance of the mailboxes, signs, lighting and fences installed by the Declarant, the cost of maintenance of islands within dedicated streets, the cost of all insurance carried by the Association and all related administrative expenses.

ARTICLE XII ASSESSMENT PROCEDURES

1. Regular annual assessments shall be based on the total estimated cost of items covered by Article XI, together with all Association expenses. If during any year the total accumulations from the regular annual assessments are not sufficient to pay the costs to be assessed under this paragraph, supplemental special assessments may be made.

2. Regular annual 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. 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 Clinton 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.

SBI Limited Partnership, a Michigan limited partnership

By: SCHROEDER BUILDERS, INC., a Michigan corporation

Its: General Partner

By: Keith L. Schroeder
Keith L. Schroeder, President

STATE OF MICHIGAN)
) ss.
COUNTY OF Ingham)

Acknowledged before me, a notary public, in Ingham County, Michigan, on July 14, 2005 by Keith L. Schroeder, as President of Schroeder Builders, Inc., a Michigan corporation, as general partner of SBI Limited Partnership, a Michigan limited partnership, on behalf of said limited partnership.

PENNY F. WISINSKI
Notary Public, Ingham County, MI
My Commission Expires Jun. 27, 2008

Penny F. Wisinski
Notary Public
Ingham County, Michigan
My Commission Expires: 6-27-06
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

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