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Definitions

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

1. **"Declarant"** means Whitehills Lakes North Limited Partnership, its successors and assigns.

2. **"Plat"** means The Meadows Subdivision No. 5, being a subdivision of part of the Southeast 1/4 of Section 33, T5N, R1W, Bath Township, Clinton County, Michigan according to the plat thereof recorded in Liber _____, Pages _____, Clinton County Records.

3. **"First Plat"** means The Meadows Subdivision, according to the plat thereof recorded in Liber 7, Pages 89-90, Clinton County Records.

4. **"Second Plat"** means The Meadows Subdivision No. 2, according to the plat thereof recorded in Liber 8, Pages 24-25, Clinton County Records.

5. **"Third Plat"** means The Meadows Subdivision No. 3, according to the plat thereof recorded in Liber 8, Pages 79-80, Clinton County Records.

6. **"Fourth Plat"** means The Meadows Subdivision No. 4, according to the plat thereof recorded in Liber 9, Page 42, Clinton County Records.

7. **"Contiguous Lands"** means any land within a parcel described as:

The West 1/2 of the Southeast 1/4, lying South of the centerline of Coleman Road, Section 33, T5N, R1W, Bath Township, Clinton County, Michigan, except beginning 66 feet North of the South 1/4 corner of said Section 33, thence North 366 feet, thence East 165 feet, thence South 366 feet, thence West to the point of beginning.

Also, the West 5 acres of the North 40 acres of the South 60 acres of the East 1/2 of the Southeast 1/4 of Section 33, except right of way of Coleman Road and also the South 20 acres of the East 1/2 of the Southeast 1/4 of Section 33, Town 5 North, Range 1 West, Bath Township, Clinton County, Michigan, except beginning at a point 591 feet North and 922 feet West of the Southeast corner of Section 33, thence West 143 feet, thence South 174 feet, thence East 143 feet, thence North 174 feet to the point of beginning, also except beginning

at a point 591 feet North and 637 feet West of the Southeast corner of Section 33, thence West 285 feet, thence South 348 feet, thence East 285 feet, thence North 348 feet to the point of beginning.

8. **"Homeowners' Association"** means the Michigan non-profit corporation known as "The Meadows Homeowners' Association," which is a membership corporation established by Declarant.

9. **"Architectural Control Committee"** means the Committee of the Homeowners' Association established by Bylaws of the Homeowners' Association to implement and approve the architectural control provisions under Article III of these restrictions and similar restrictions for the First Plat, the Second Plat, the Third Plat and the Fourth Plat.

10. **"Architectural Prints"** means:

(a) a detailed architectural drawing of the exterior design, including roof pitch of a dwelling and the location, size, design and number of garage doors, decks, porches, patios, breezeways, driveways and any buildings to be detached from the residence,

(b) complete building plans,

(c) complete specifications covering the type and quality of interior and exterior (including foundation) materials and color of exterior walls, trim, porches, patios, breezeways, decks and roofs, and

(d) a plot plan showing the first floor elevation of all buildings and appurtenances and the location of all buildings and appurtenances relative to the lot lines.

11. **"Landscaping"** means trees, shrubs, hedges, fences, patios, retaining walls, berms, rock gardens or other vegetation or landscaping structures or devices.

12. **"Landscape Plans"** means:

(a) a drawing showing the location of all Landscaping and the configuration of planting beds relative to the location of structures and the boundaries of the lot, and

(b) specifications detailing and identifying the genus, species and size of all plants shown on the drawing, and the design of all landscape structures and the type, quality and color of all materials to be used in the construction thereof.

13. **"Common Property"** means the following common areas and common facilities and equipment within this Plat, the First Plat, the Second Plat, the Third Plat, the Fourth Plat, and this Plat:

(a) Meadows South Park, Meadows West Park, Meadows East Park, Meadows No. 2 South Park, Pine Hollow Park, and English Oak Park ("parks") as depicted on the First Plat, the Second Plat and the Fourth Plat and any improvements installed by Declarant within the parks as described in Article XXIX;

(b) The boulevard island in the Pine Hollow Drive right-of-way in the First Plat;

(c) The landscaping within the cul-de-sacs in Teaberry Circle in the First Plat and Sundew Circle in the Third Plat;

(d) Landscape improvements installed by Declarant within the First Plat;

(e) The sign easements on Lot 1 as depicted on the First Plat and Lots 45 and 51 as depicted on the Third Plat, and the signs and other improvements within the easements; and

(f) Any other property within the First Plat, the Second Plat, the Third Plat, the Fourth Plat, and this Plat or future plats in the Contiguous Lands hereafter designated by Declarant to be Common Property, subject to the restrictions of Article XXX.

14. **"Homeowners' Association Fund"** means the monies deposited in a bank account established by the Homeowners' Association to pay for costs of maintenance of the Common Property.

15. **"Cost of Maintenance"** means all costs associated with maintaining property, including but not limited to, costs of insurance, taxes, upkeep and repair and the costs of installing landscape improvements by Declarant within Common Property.

16. **"Clean-up and Repair Costs"** means:

(a) all costs necessary to repair or replace cracked or broken curbs, cracked or broken asphalt and damage to lands adjacent to the lot on which the construction is being undertaken;

(b) all costs necessary to replant trees removed without Declarant's approval;

(c) all costs necessary to clean construction mud from the streets within the Contiguous Lands;

(d) all costs necessary to clean other lands within the Contiguous Lands on which cement or other construction materials or debris have been improperly discarded;

(e) any and all other costs associated with construction activity which violates these Restrictions;

(f) all costs necessary to place and repair erosion control devices and to remove eroded silt and soil in the wetlands or the 15 foot wetland buffer zone as described in Article XXXVI.

Policy Statement

This Plat is the fifth of a multi-plat development of lands within the Contiguous Lands. Because of (a) the inter-relationship between wetlands within the Plat and other wetlands lying outside of the Plat, (b) the continuing requirements of wetland mitigation imposed by the Michigan Department of Environmental Quality on wetlands within and outside of the Plat, (c) the interlocking of wetlands within and outside of the Plat as a part of the Clinton County drainage system, (d) the present uncertainty of the extent to which, if any, wetlands within and outside of the Plat will be used by residents in a manner that taxes the aesthetic features of the wetlands, (e) the desire of Declarant to maintain the Plat in an aesthetically pleasing and high-grade manner for protection of all lot owners within the Plat, balancing the interests of all lot owners, and (f) other considerations of Declarant, Declarant has intentionally reserved in this Declaration of Restrictions broad powers to direct and control the development and use of lands within the Plat, and the relationship of lands within the Plat to lands outside of the Plat, including the power to freely amend these restrictions. It is the intention of Declarant that any ambiguity about the extent of Declarant's authority in this regard be construed and resolved in favor of Declarant, and each lot owner, in purchasing a lot, hereby contractually agrees to such principle.

Article I.

Administration of Restrictions

During the development stage of this Plat and Contiguous Lands, Declarant intends to retain control of the administration of these restrictions. Once development of this Plat and Contiguous Lands are 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 Homeowners' 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 rights of Declarant under these restrictions. See Articles Article XXVIII, Article XXX and Article XXXI relative to turn over of Common Property and functions to the Homeowners' Association.

In December, 1999, Declarant assigned and transferred to the Homeowners' Association all rights of Declarant under the Declarations of Restrictions for the First Plat, the Second Plat and the Third Plat, **except the following**, which Grantor reserved for itself:

A. Approval of Architectural Plans (as that term is defined in the Declarations of Restrictions) for the dwelling, as initially constructed, on each lot in each of those Plats, and all variance approval required, in the discretion of Declarant, in exercising these rights; and,

B. Approval of Landscape Plans (as that terms is defined in the Declarations of Restrictions) for the initial landscaping of each lot in each of those Plats, and all variance approval required, in the discretion of Declarant, in exercising these rights.

In May, 2001, Declarant assigned and transferred to the Homeowners' Association all rights of Declarant under the Declarations of Restrictions for the Fourth Plat, **except the following**, which Grantor reserved for itself:

A. Approval of Architectural Plans (as that term is defined in the Declarations of Restrictions) for the dwelling, as initially constructed, on each lot in each of those Plats, and all variance approval required, in the discretion of Declarant, in exercising these rights; and,

B. Approval of Landscape Plans (as that terms is defined in the Declarations of Restrictions) for the initial landscaping of each lot in each of those Plats, and all variance approval required, in the discretion of Declarant, in exercising these rights.

Article II.

Variances, Determinations and Approvals

Declarant shall have the right to grant a variance from any of these restrictions to the owner of any lot if, in the sole discretion of Declarant, such variance would not substantially impair the intent of these restrictions or the prosperity of the Plat, or rights of others then owning land within the Plat.

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

All determinations, approvals and variances, whether from Declarant or the Architectural Control Committee, shall be in writing and shall be procured prior to any act being undertaken which requires such determinations, approvals or variances, or which would violate these restrictions unless a variance was obtained.

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.

Article III.

Architectural Control

No building shall be erected, located or altered upon any premises within the Plat unless and until the architectural features of the building as revealed by the Architectural Prints have been approved by Declarant.

The Architectural Prints 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 within the thirty (30) day period, they shall be deemed approved. If Declarant rejects all or any portion of the Architectural Prints, the owner shall resubmit them or portions of them, and Declarant shall have thirty (30) days after resubmission within which to accept or reject. Failure of Declarant to accept or reject shall be deemed acceptance.

The extent of discretion reserved to Declarant in approving and rejecting Architectural Prints 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 house design, exterior material and color treatments, and placements of houses on lots within the Plat, and to maintain height and view control. In the case of all corner lots, Declarant will determine the location of houses and garages.

Article IV.

Landscape Control

All landscaping shall be installed according to approved Landscape Plans. No Landscaping shall be installed until the Landscape Plans have been approved. If approval of the Architectural Prints by Declarant in any way involves specific Landscaping being installed, the Landscape Plans shall be submitted to Declarant at the time of submission of the Architectural Prints, and shall be approved in conjunction therewith. In all other cases, the lot owner shall submit the Landscape Plans to Declarant when the

owner determines appropriate. Declarant shall have thirty (30) days following submission to either approve or reject them. If Declarant does not approve or reject within the thirty (30) day period, they shall be deemed approved. If Declarant rejects all or any portion of the Landscape 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. Failure of Declarant to accept or reject shall be deemed acceptance.

The extent of discretion reserved to Declarant in approving and rejecting Landscape 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 the completeness of the Landscaping, height and view control, uniformity of design between the building on the lot and the Landscaping, and a proper mix, coordination and blending of Landscaping within the Plat.

As a part of construction of a dwelling on any lot, one deciduous tree at least 4 inches in diameter shall be planted in the front yard and the front and side yards of the lot shall be sodded or hydro-seeded and, if not completed by occupancy of the dwelling, shall be completed within two (2) months thereafter. For purposes of the preceding sentence, the months of December, January, February and March shall be excluded from calculation of the two-month period. Within the same time frames, the front yard foundation plantings, as detailed on the approved Landscape Plans, shall be planted.

Article V.

Trees

It is the intention of Declarant, for the benefit of all owners of lots within the Plat, to maintain as many trees as possible in the Plat. Accordingly, except as necessary for the construction of improvements on the lot, no tree currently existing or hereafter planted shall be cut without the consent of Declarant; PROVIDED, however, trees which are diseased shall be treated, if practicable, or removed by the lot owner, and dead trees,

trees damaged by the elements, female poplar (or cottonwood) and boxelder trees shall be cut and removed by the lot owner.

The location of buildings, other structures, driveways and parking areas shall be established, and grading and fill shall be regulated by Declarant to preserve as many trees as possible, and a landscape well shall be constructed, at the expense of the owner of each affected Lot, around any significant tree or group of trees, as determined by Declarant, if the grade adjacent to the building or other structure, driveway or parking area would cause undue stress to the tree or trees.

Prior to any construction activity beginning on any lot which will cause or result in the removal of any tree, and prior to the removal of any tree, the foundation of any building and the outer limits of any deck, patio, driveway or sidewalk shall be staked. As well, **any tree within twenty (20) feet of the staked areas which is to be removed during or as a part of construction or installation of Landscaping shall be marked with ribbon (but not painted)**. Declarant shall be notified in writing once the staking and tree marking have been completed. Within seven (7) business days after receiving notification, Declarant has the exclusive right to remove any trees it desires within the staked areas and any marked trees. Prior to this written notification to Declarant, no tree shall be removed from the lot by the lot owner or any other person.

Current regulations of the Clinton County Road Commission require that deciduous trees be planted at least 10 feet from the curb and evergreen trees be planted at least 15 feet from the curb. Further, the Southern Clinton County Municipal Utilities Authority also regulates the placement of trees.

Article VI.

Occupancy

Before a house constructed on any lot in the Plat is occupied, the owner thereof shall file with Declarant an accurate "as built" survey and shall advise Declarant that the house is ready for final inspection so that Declarant may ascertain whether the house and appurtenances have been built according to the Architectural Prints as approved by

Declarant and to ensure that they do not violate these restrictions in any way. Should Declarant not inspect the premises within fourteen (14) days after the owner has advised Declarant in writing that the premises are ready for final inspection, the inspection shall be deemed to have been waived. No house may be occupied until any significant variation between the Architectural Prints as approved and the house and appurtenances as built have been corrected, or an agreement reached between Declarant and the owner as to compliance. If the Landscaping or any portion thereof has been installed by the time the house is ready for occupancy as determined by Declarant, Declarant shall inspect such Landscaping for compliance with the Landscape Plans and these restrictions under the same procedure established for inspection of the house and other appurtenances. The house may not be occupied if the Landscaping as installed does not conform to the Landscape Plan and the provisions of these restrictions, or unless corrections have been made by occupancy, or an agreement reached between Declarant and the owner as to compliance. If some or all of the Landscaping is to be completed after the time of occupancy, the lot owner shall complete the same as required in Article IV and obtain inspection from Declarant in the manner established for inspection of the house and appurtenances.

The approval procedures established in this Article shall apply to an addition to an existing dwelling and Landscaping beyond the approved Landscape Plan. Regardless of whether any inspections are made, this Article shall not be construed to create any liability whatever on the part of Declarant to any lot owner.

Article VII.

Type of Use

Except as hereinafter provided, only detached single family residential buildings used as such shall be built in the Plat. Declarant reserves the right to maintain an office within the Plat and a "model" home or homes within the Plat, including a temporary modular sales office.

Article VIII.

Frontage

The minimum frontage of any lot, or portion of lot, or combination of lots or portions of lots for building purposes shall be the minimum frontage requirements prescribed by Bath Township.

Article IX.

Minimum Lot Area

The minimum square footage of any lot, portion of lot, or combinations of lots or portions of lots for building purposes shall be the minimum square footage requirements prescribed by Bath Township.

Article X.

Building Size

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

- 1-story dwellings: 1600 square feet;
- 1 1/2-story dwellings: 1000 square feet on the first floor; and
- 2-story dwellings: 1800 square feet, with at least 1000 square feet on the first floor.

Declarant reserves the right to permit lower minimum requirements (for houses of exceptional design and quality) or to impose higher minimum requirements, not to exceed, however, a 15% variance from the minimums stated above.

Article XI.

Building Setback

The minimum setbacks of houses (including garages, porches, decks, patios, greenhouses, eaves, bays and chimneys) from the front, side and rear lot lines shall be those established by Bath Township and in force at the time the house is built on the lot.

The setback requirements of Bath Township at this time are as follows:

- 25 feet from the front lot line;
- 25 feet from the rear lot line; and
- 10 feet from the side lots lines, except that for a corner lot, the setback from both lines that abut the street shall be 25 feet.

Declarant reserves the right to impose higher minimum requirements on any lot.

Article XII.

Building Heights

Declarant shall determine individual maximum height restrictions on houses built on each lot in the Plat because of the need and desirability to limit and control the height of dwellings. In absence of determination to the contrary, no house shall exceed two (2) stories in height, and no portion of any building, other than chimney, shall exceed thirty-five (35) feet in height.

Article XIII.

Exterior Walls

The exterior front wall(s) of each dwelling shall be of brick, wood, or other approved masonry construction. No aluminum siding shall be installed on any dwelling in the Plat. There shall be no exposed foundations on any building within the Plat. The entire

foundation of each wall shall be clad or covered with the same material used to clad or cover the wall.

Article XIV.

Garages and Carports

Each house constructed within the Plat shall have an attached or built-in garage, containing a minimum of 430 square feet of floor area, with finished interior walls. No detached garage, or carport of any type, may be erected within the Plat.

Article XV.

Parking Areas

Unless otherwise approved by Declarant, outside parking areas other than driveways shall be permitted only upon the approval of Declarant and shall be landscaped and set back from lot lines under the setback requirements of Bath Township. No front yard parking areas shall be used for the parking of more than two (2) cars. Outside parking areas shall be constructed of either concrete or asphalt. No colored, tinted, painted, sculptured, patterned or textured concrete shall be installed without Declarant's prior approval.

Article XVI.

Driveways

Unless otherwise approved by Declarant, the location of all driveways within the Plat shall be approved by Declarant and shall be located no closer than six (6) feet from side lot lines. All driveways shall be constructed of either concrete or asphalt. No colored, tinted, painted, sculptured, patterned or textured concrete shall be installed without Declarant's prior approval.

Article XVII.

Outbuildings and Outdoor Recreational Equipment

No playhouse, treehouse, toolhouse, greenhouse, gazebo, or outbuilding or structure of any type detached from a dwelling, or children's play equipment or recreational equipment shall be constructed or placed on any lot within the Plat without the approval of Declarant as to size, design, materials and location. Declarant reserves the right to prohibit any of the same if, in the opinion of Declarant, it would constitute a nuisance to owners of other lots within the Plat.

Article XVIII.

Decks and Fences

No decks, hedges, walls or fences shall be permitted on any lot within the Plat unless approved as to height, location, material and design by Declarant. Declarant will not approve any chain link fence unless it is vinyl clad. Further, Declarant will not approve a fence in excess of 5 feet in height, except in cases where the health, safety or welfare of the residents of the Plat requires otherwise, as determined by Declarant in its sole judgment.

Article XIX.

Sidewalks

The owner of each lot, within one (1) year after the purchase of the lot from Declarant, or by the date of initial occupancy of the dwelling on the lot, whichever first occurs, shall construct a sidewalk meeting all governmental requirements within the road right-of-way adjacent to the lot running the entire width of the lot (and length of the lot in the case of corner lots). Declarant, in its discretion, reserves the right to extend the time for completion of construction. No colored, tinted, painted, sculptured, patterned or textured concrete shall be installed without Declarant's prior approval.

Article XX.

Swimming Pools and Tennis Courts

No swimming pool shall be constructed on any lot within the Plat without plans therefor having been approved by Declarant. The plans shall include size, design, location, fencing (or other enclosure) and lighting. Approval or rejection of plans shall be governed by the procedure for approval or rejection of Architectural Prints under Article III. 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. On account of view considerations, tennis and other types of courts shall be prohibited without the consent of Declarant, and any consent shall be subject to approval by Declarant of size, design, location, fencing and lighting.

Article XXI.

External Energy Systems

No solar collector or any other device 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 without approval from Declarant.

Article XXII.

Outdoor Lighting

The placement and intensity of outdoor lighting, whether for security or ornamentation, other than decorative fixtures erected on buildings and having a maximum wattage of 100 watts, shall be approved by Declarant.

Declarant reserves the right to have street lights installed by the Bath Township and the periodic service charges rendered by the Township, through taxation or assessment for such lighting, shall be borne by the individual lot owners within the Plat.

Article XXIII.

Subdivision of Platted Lot

No lot shall be subdivided unless in compliance with MCL 960.263, being 263 of Act 288, P.A. 1967, as amended.

Article XXIV.

Damaged or Destroyed Buildings

Any building or other structure on any lot in 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 premises where an excavation, foundation, or uncompleted building or other structure 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 building or other structure to be demolished.

Article XXV.

Appearance of Lots and Buildings

The owners of all occupied lots in the Plat shall keep their premises landscaped and maintain their structures in good repair, consistent with the high standards of the development in the Plat. Prior to and during construction of a structure on any lot, the owner of the lot 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. Should the lot owner fail to meet this standard, Developer may, but is not required to, provide such maintenance.

Article XXVI.

Grading, Excavating and Construction

The rough grading of each lot within the Plat will have been established by Declarant by the time of the initial sale of the lot. Finished grading shall not be altered substantially therefrom without the approval of Declarant. Once the final grade has been established, no modifications therefrom shall be made without the approval of Declarant. Any earth removed in grading or excavating shall be deposited at a location designated by Declarant. Each lot Owner is responsible for insuring that all dirt from the owner's lot which through erosion or construction activity is deposited on the streets in the Plat is cleaned on an ongoing basis. Should the lot owner fail to meet this standard, Declarant may, but is not required, to clean the streets.

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

On any lot where there are wetlands or on any lot which is within 15 feet of a wetland (whether the adjoining wetland is within another lot or one of the parks), the owner of the lot shall protect against the erosion of soil from the lot into the wetland and the wetland buffer zone described in Article XXXV during construction by use of silt fencing or other erosion control techniques approved by Declarant.

As a condition of commencing construction on any lot, the Owner of the lot shall deposit with Declarant a minimum cash deposit of \$500.00 ("Deposit") as security for Clean-up and Repair Costs (as defined in paragraph 13, page vi) incurred by Declarant relative to construction activity by the lot Owner, and the Owner's contractor and subcontractors within the Plat and Contiguous Lands. Declarant may require a larger deposit.

The Clean-up and Repair Costs shall be deducted from the Deposit, with the balance being returned to the lot Owner when all construction activity (including landscaping) has ended. Should the Clean-up and Repair Costs exceed the Deposit, the lot Owner shall immediately pay the excess and deposit such further monies as Declarant deems reasonable. If the lot Owner fails to pay the excess or make such additional deposits, Declarant shall have the right to stop construction activity on the lot until the payment or additional deposit is made. Any monies due Declarant hereunder and unpaid shall be a lien on the Owner's lot and enforced in the manner provided in Article XXXII.

Article XXVII.

Nuisances

The following shall be considered nuisances and shall not be permitted within the Plat, it being desirable and essential to maintain a high-quality aesthetic living community within the Plat:

- (a) The keeping of wildlife, livestock or poultry;
- (b) The keeping of any domestic animals by the owner of any lot in the Plat other than: (i) animals which are kept exclusively indoors; (ii) no more than two dogs; and (iii) no more than two cats. In no case shall outdoor kennels, pens or runs be maintained for any animal unless approved by Declarant, including location on the lot;
- (c) Billboards or signs of any type, except one (1) sign advertising the sale of a lot, and one (1) political sign, although Declarant reserves the right to install and maintain promotional signs and displays within the Plat during development;
- (d) Outdoor tanks for storage of fuel;
- (e) Outdoor receptacles for ashes, garbage or refuse;
- (f) Burning of garbage, refuse, brush or leaves;
- (g) The parking or storing of commercial vehicles, campers, trailers, motor homes, boats, snowmobiles, or other recreational devices or vehicles unless placed wholly within an enclosed garage or other outbuilding approved by Declarant;

(h) Exterior television antennae, satellite dish receiver antennae, tower receiver antennae, or communications transmitting or receiving devices of any type (except satellite dishes of a diameter of 20 inches or less);

(i) On-site exploration or drilling of oil or gas;

(j) On-site exploration or removal of sand, gravel or other subsurface minerals;

(k) Outdoor clotheslines;

(l) Uncovered metal chimneys;

(m) Vegetable gardens in the front or side yards, or any vegetable garden exceeding 300 square feet;

(n) Operation of snowmobiles, dirt bike-type motorcycles, or other motorized or alternately powered recreational vehicles, except such other motorized or alternately powered vehicles that may be lawfully operated on public streets;

(o) Windmills;

(p) Airborne vehicles of any type;

(q) Camping;

(r) Unstacked firewood;

(s) Outdoor storage of construction materials for more than 30 consecutive days; and

(t) 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 residents in the Plat.

Article XXVIII.

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 of the sale of each lot by Declarant. Prior to the turn over of the administration by Declarant as described in Article I, Declarant was the sole member of the Homeowners' Association. In December, 1999, at the time of turn over of the administration by Declarant to the Homeowners' Association under the Declaration of Restrictions for the First Plat, the Second Plat and the Third Plat, the owners of lots in the First Plat, the Second Plat and the Third Plat became members of the Homeowners' Association. In May, 2001, at the time of turn over of the administration by Declarant to the Homeowners' Association under the Declaration of Restrictions for the Fourth Plat, the owners of lots in the Fourth Plat, became members of the Homeowners' Association. Upon the purchase of a lot in this Plat from Declarant, each lot owner shall become a member of the Homeowners' Association. Each owner of a lot within this Plat shall be entitled to vote and required to pay dues in accordance with the terms of the Articles of Incorporation and the Bylaws.

Declarant reserves the right to extend membership in the Homeowners' Association to owners of lots in plats in Contiguous Lands, such right being exercisable before any lot owner in this Plat becomes a member, or after, or both.

Article XXIX.

Use of Parks

The parks have been established primarily for storm drainage, wetland control and aesthetic purposes, and incidentally for recreational purposes. Recreational use of the parks is limited to pedestrian use, no vehicles of any type being permitted in the parks, to insure that the primary purposes of the parks are maintained. All parks are private and

are solely for the use and benefit of the owners of lots in this Plat, the First Plat, the Second Plat, the Third Plat, the Fourth Plat and future plats in Contiguous Lands and such governmental bodies as have an interest in the storm drainage and wetlands.

Certain portions of the parks are, and at all times will be encumbered by easements for storm drainage as may be depicted on this Plat, the First Plat, the Second Plat, the Third Plat and the Fourth Plat, which are superior to the interests of owners of lots within this Plat, the First Plat, the Second Plat, the Third Plat, the Fourth Plat, and future plats in Contiguous Lands to use the parks for recreational purposes.

Declarant reserves the right, but is in no manner obligated, to install improvements within the parks and future extensions of the parks such as trails, playground equipment, basketball courts, ball diamonds, soccer fields, football fields and unenclosed windbreaks, which shall become part of the Common Property when installed.

Article XXX.

Ownership and Maintenance of Common Property

Ownership of the portion of the Common Property within the First Plat, the Second Plat and the Third Plat was transferred to the Homeowners' Association as of December, 1999 at the time of transfer of administration of restrictions as described in Article I. Ownership of the portion of the Common Property within the Fourth Plat was transferred to the Homeowners' Association as of May 1, 2001 at the time of transfer of administration of restrictions as described in Article I. Ownership of the portion of the Common Property within this Plat will be transferred by deed to the Homeowners' Association on the recording of the Plat. The cost of maintenance of the Common Property shall be borne equally by owners of lots within this Plat, the First Plat, the Second Plat, the Third Plat, and the Fourth Plat and as future plats are developed in Contiguous Lands, the costs of maintenance shall be spread equally among lot owners of this Plat, the First Plat, the Second Plat, the Third Plat, the Fourth Plat and such future plats. Costs of maintenance under this Article shall be paid and assessed under assessment procedures and formulas established under Article XXXI.

As future plats are developed in Contiguous Lands, and property therein is designated as Common Property by Declarant, the costs of maintenance thereof shall be assessed equally against owners of lots within this Plat, the First Plat, the Second Plat, the Third Plat, the Fourth Plat and such future plats under assessment procedures and formulas established under Article XXXI.

Declarant shall not be entitled to establish any buildings, structures or facilities of any type as Common Property, other than usual entrance signs in the First Plat, the Second Plat, the Third Plat, the Fourth Plat and this Plat and in future plats in Contiguous Lands. Declarant may not amend the provision of the preceding sentence at any time, nor may the lot owners in any plat or all plats in Contiguous Lands unless all lot owners in such plats agree to the amendment in writing.

Article XXXI.

Homeowners' Association Fund

The Homeowners' Association established the Homeowners' Association Fund at the time of transfer of the Common Property to the Homeowners' Association in December, 1999. Contributions to the Homeowners' Association Fund shall be made by each lot owner within the First Plat, the Second Plat, the Third Plat, the Fourth Plat, and this Plat based on formulas and assessment procedures established under Article XXXII. Declarant reserves the right to require owners of lots in future plats in Contiguous Lands to become contributors to the Fund.

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

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 XXXII.

Assessment Procedures

Assessments for the cost of maintenance of Common Property as detailed in Article XXX, shall be made annually on a calendar year basis, in advance, under the following procedures:

(a) The costs of maintenance shall be assessed equally to all lot owners in this Plat, the First Plat, the Second Plat, the Third Plat, the Fourth Plat and all future plats in Contiguous Lands. The assessment shall be based on the total estimated cost of maintenance of items covered by this subparagraph. 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.

(b) Assessments and supplemental assessments within this Article shall be billed by the Homeowners' Association to owners of lots by mailing to their last known address. Accompanying each billing shall be a statement identifying the nature and cost of each item of maintenance being assessed.

(c) 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 the Homeowners' Association, and shall become a lien on the lot in question until paid once notice of claiming a lien is recorded by the Homeowners' Association with the Clinton County Register of Deeds. Such lien may be foreclosed by the Homeowners' Association in the manner prescribed for the foreclosure of mortgages under Michigan statutes.

(d) Assessments shall commence with the calendar year following the recording of these restrictions.

(e) Assessments shall be made without regard to whether a lot is improved or unimproved.

(f) The Homeowners' Association shall be entitled to reimburse itself for reasonable costs of administration and accounting of matters covered by this Article from monies in the Fund.

Article XXXIII.

Easements

Easements are granted over all of the lots in the Plat as shown on the Plat for the construction and perpetual operation and maintenance of conduits, poles, wires and fixtures for electric lights, telephone and other public and quasi-public utilities and to trim or remove any trees or other vegetation which at any time may interfere or threaten to interfere with the maintenance of such facilities and fixtures, with the right of ingress to and egress from the lots encumbered by the easements in favor of agents and employees of the utilities.

Easements are reserved for the placement, operation, maintenance and repair of entrance signs and/or landscaping on Lots 45 and 51 as depicted on the Third Plat.

An easement is also granted over the southerly 10 feet of Lot 71 and the northerly 10 feet of Lot 72 of the Fourth Plat for the construction and perpetual operation and maintenance of storm sewers and associated fixtures, and to trim or remove any trees or other vegetation which at any time may interfere or threaten to interfere with the maintenance of such facilities and fixtures, with the right of ingress to and egress from Lot 71 and Lot 72 in the Fourth Plat in favor of the Clinton County Drain Commissioner, and the employees, agents and contractors of the Clinton County Drain Commissioner.

Article XXXIV.

Reservation of Mineral Rights

Declarant hereby reserves to itself, its successors and assigns, all oil, gas and other subsurface minerals within the Plat.

Article XXXV.

Wetland Restrictions and Setback From Wetland's Edge

There are no lots within this Plat containing wetlands, and therefore there are no wetland restrictions or wetland setback requirements applying to any lot within this Plat.

Article XXXVI.

Berms Along Coleman Road

Berms and vegetation thereon installed by Declarant along the rear lot line of any lot abutting Coleman Road shall not be removed and shall be maintained by the owner of the lot on which they are installed at the expense of the lot owner.

Article XXXVII.

Waiver in National Emergency

In the event of national emergency, Declarant may waive any restriction conflicting with governmental regulations or with the national welfare.

Article XXXVIII.

Duration, Termination and Amendment

These restrictions shall remain in effect until January 1, 2032 and shall thereafter automatically be extended for successive terms of five (5) years each unless terminated. Termination shall be accomplished by recording with the Clinton County Register of Deeds an Agreement of Termination executed by at least two-thirds (2/3) of the voting members of the Homeowners' Association. Termination shall be effective at the end of the then-current term. Except as otherwise specifically stated herein, 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 two-thirds (2/3rds) of the voting members of the Homeowners' Association executing and recording with the Clinton County Register of Deeds an agreement in writing acknowledging and embodying the amendment(s). The term "amend" means the modification or deletion of any restriction, or the imposition of any additional restriction. PROVIDED, HOWEVER, these restrictions shall not be amended by the Homeowners' Association in any manner to impair any rights of Declarant.

Article XXXIX.

Partial Invalidity

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

Article XL.

Enforcement

These restrictions may be enforced and any violation thereof enjoined, and any action for damages maintained by any lot owner, by Declarant as long as Declarant retains any rights hereunder, and by the Homeowners' Association at such time as Declarant transfers administration of the restrictions to the Homeowners' Association. Included herein is the right to undertake correction of any violation. The costs incurred in doing so shall be immediately due and, if not paid, a lien may be imposed on the owner's lot until paid, by recording a notice of lien with the Clinton County Register of Deeds. The lien may be foreclosed in the manner of the foreclosure of a mortgage under the statutes of Michigan. Interest will accrue on any lien amounts from the date of filing the notice until paid at the rate of 6% per year.

Executed at East Lansing, Michigan.

**Whitehills Lakes North Limited
Partnership**

: By: GMW Corporation
Its General Partner

By: _____
Gilbert M. White, President

This instrument was acknowledged before me in Ingham County, Michigan this ____ day of _____, 2002, by Gilbert M. White, President of GMW Corporation, the General Partner of Whitehills Lakes North Limited Partnership, on behalf of the corporation.

Notary Public
Ingham County, Michigan
My commission expires: _____

CONSENT TO DECLARATION OF RESTRICTIONS

Fifth Third Bank, 2501 Coolidge Road, East Lansing, Michigan 48826, holding a mortgagee's interest in the premises comprising The Meadows Subdivision No. 5, Bath Township, Clinton County, Michigan, hereby consents to imposition of the foregoing Declaration of Restrictions on The Meadows Subdivision No. 5.

Executed on _____, 2002.

FIFTH THIRD BANK

By: _____
Mark Williams
Its Vice President

This instrument was acknowledged before me in Ingham County, Michigan on _____, 2002, by Mark Williams, the Vice President, of Fifth Third Bank, on behalf of the Bank.

Notary Public, Ingham County, Michigan
My Commission Expires: _____