

English Meadows III

Declaration of Covenants and Assurances

Whereas, Greiner Construction, Inc., a Michigan Corporation of 2126 North Aurelius Road, PO Box 1020, Holt, MI, 48842, (the “developer”) is the owner of real property comprising the entire subdivision know as English Meadows III, a subdivision of part of the Southeast quarter of the Southeast quarter of Section 21 T3N, R2W, Delhi Township, Ingham County, Michigan, and desires to improve the general well being of all future property owners within English Meadows III Subdivision, Delhi Township, Ingham County, Michigan, by imposing certain building and use Assurances, along with related terms and covenants described herein, including the following described lots owned by Developer and located within and including lots in English Meadows II Subdivision, Delhi Township, Ingham County, Michigan (the “Lots”).

Legal Description:

Lots 48 through 62 both inclusive of English Meadows III, a subdivision of a part of SE ¼ of Section 21, T3N, R2W, Delhi Township, Ingham County, Michigan

Now, therefore, it is declared that each lot of English Meadows III Subdivision plat shall be subjected to the following conditions, regulations, assurances, conveyances, terms and provisions (collectively the “assurances”) which shall constitute covenants running with the land and shall be binding on all parties and all persons claiming under them on all lots number 26 through 47 inclusive.

I. BUILDING ASSURANCES

1.1 Design Criteria of Plat, Lots, Residences. In order to achieve high quality design in the English Meadows III Subdivision the Developer will require the following criteria to be used in all plot plans, landscape plans, building plans and related specifications:

1.1.1 Preserve natural contours and vegetation as practicable.

1.1.2 Orient all improvements such as to blend in with surroundings, creating the least negative impact on the environment as possible.

1.1.3 Architectural design of the residences to be harmonious with the surrounding environment and each other. Each residence should compliment its neighbor.

1.1.4 Exterior colors shall be consistent with normal color compliments.

1.1.5 Landscape design will be such that a minimum standard shall be as follows for each and every lot:

One 2" caliper or larger shade tree in front yard.

One 4' high or larger evergreen tree.

One 1 ½" caliper or larger ornamental tree.

Ten 24" high or larger shrubs.

One Landscape feature such as a berm, retaining wall, raised planter, patio, deck, planting bed, or equivalent.

Remainder of lot to be sod, seed and mulch, or mulch.

Landscaping is to be professionally designed and installed.

Landscaping must be completed prior to occupancy.

1.2 Minimum Square Footage. No residence shall be constructed with a fully enclosed area less than: 1,150 sq. ft. Ranch or 1,600 sq. ft. 2-Story; Lot #58 through 62 may have 1,000 sq. ft. ranch and 1,400 sq. ft. 2-Story (if built as a 2-family attached residential units) per unit, exclusive of carports, garages, porches and breeze ways. The height of any building shall not be more than 2 ½ stories above street level. Each residence must have an attached garage.

1.3 Submittal of Building, Plot, and Landscape Plans. Each owner, or his agent, of a proposed residence must submit to the Developer the following information in order that the Developer may approve or disapprove of said plans prior to any construction on any lot:

1.3.1 Plot Plans (Minimum Scale 1" = 20.0')

Lot Lines

Street & R.O.W.

Improvements to Site (Utilities)

Building Foundations (with Overhang)

Driveway

Sidewalks

Patios

Fences

Existing Grades

Final Grades (Each lot must conform to "Master Grading and Drainage" plan.)

1.3.2 Landscape Plan (Minimum Scale 1" = 20.0')

Lot Lines

Building Outline

Driveway, Sidewalks

Patio

Trees, Shrubs, Plant Material(s), Location and size of Each
Lawn Material(s)
Mulch Material(s)
Refer to Section **1.1.5** for minimum landscape requirements

1.3.3 Building Plan (Scale ¼" = 1.0')

All Elevations
Foundation Plan
Floor Plans
Section: Exterior Wall
Complete Specifications of exterior materials

1.4 Approval of Plans. The Developer has the right to maintain strict adherence to the design criteria referred to in Section 1.1. The Developer reserves the right to approve the building, plot, landscape plans, and any other improvements to the lots, and the right to permit exceptions to these Assurances as the Developer will deem necessary and proper. In no case may there be exceptions to items declared as a part of the English Meadows PUD.

No building, landscaping, or improvements shall be placed on any lot until the Developer has approved the plans as outlined in Section 1.3.

If the Developer shall fail to approve or disapprove any plans and specifications within thirty (30) days after submittal or any subsequent re-submittal thereof, then such plans and specifications shall be deemed approved; provided that no building or other structure will be erected that violates any of the Assurances. The Developer will not be responsible for any defects in such plans and specifications. Approval by the Developer of plans will not waive the Setback Assurances contained in Article III unless the Developer expressly waived those Setback Assurances including specific reference by Section number to each waived Setback Assurance.

No person or entity other than the Developer, his heirs and assigns, will have the right to enforce this Section 1.4.

1.5 Construction Process. All single family residences and garages shall be substantially completed in accordance with the plans for such improvements, therefore approved in writing by the Developer, within twelve (12) months from the date of beginning of the excavation or substantial earth alteration, which shall be commenced within six (6) months after such approval by the Developer. Such period of six months can be extended by the Developer. During the period of construction the premises shall be kept and maintained in a sightly and orderly condition, consistent with the high standards of this subdivision.

1.6 Building and Other Exterior Improvements. All building and other exterior improvements shall be one hundred percent (100%) completed in accordance with plans for such improvements, previously approved in writing by the Developer, within six (6) months from the date of the beginning of the excavation or substantial earth alteration.

1.7 Garages and Outbuildings. All homes shall have an attached garage(s) which will only be for the use of the occupant's residence to which they are appurtenant. A tool shed, garage or other outbuilding may be placed, erected, or maintained upon any Lot, providing said out building is built in the style and nature of the residence. Similar materials to the exterior of the residence must be used. The outbuilding must be built on a concrete foundation and must comply with all Township Zoning requirements. Plans must be approved by Developer. Any exception must have written approval of the Developer.

1.8 Walls, Fences and Swimming Pools. No wall, fence or hedge may be installed or altered or permitted to grow unless it has the written approval of the Developer as to materials, locating, and height. No fence or hedge shall be located so as to detract from the enjoyment of adjacent properties. All swimming pools shall be approved by the Developer as to size, location, and enclosure. No swimming pool shall be used in such manner as to constitute a nuisance to adjoining property owners.

1.9 Occupancy. No building erected upon any Lot will be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed, nor will any residence, when completed, be in any manner occupied until made to comply with the approved plans and all of the Assurances.

1.10 Elevations. No changes in the elevation of the land will be made on a Lot without the prior written consent of the Developer.

1.11 Soil from Excavation. All soil to be removed from any of the Lots either in grading or excavating will, at the option of the Developer, become the property of the Developer and when removed will be placed by the owner of the Lot in such a place or places within English Meadows II as the Developer will designate at the Lot owner's expense.

1.12 Water Systems. No individual water supply system will be permitted on a Lot, except solely for irrigation purposes, swimming pools, or other non-domestic uses.

1.13 Septic Systems. No septic tank or drainage field will be permitted on any lot.

1.14 Paved Areas. All driveways, driving approaches, and off-street parking areas shall be surfaced with an asphalt, bituminous, portland cement pavement or with brick pavement approved by the Developer.

II. RENOVATION AND COMPLETION OF BUILDINGS

2.1 Destruction of Buildings. In the event any buildings are destroyed upon any of the Lots within the subdivision, the same shall be rebuilt or repaired to its original plans and specifications or such plans and specifications as may be approved by Developer, within fourteen (14) months of destruction of such building.

2.2 Completion of Construction or Removal of Partial Construction. In the event any building is totally or partially destroyed and not rebuilt as required herein, or in the event any structure shall remain incomplete beyond the time required for completion in the preceding Article(s) of these Assurances for any reason, Developer may come upon the premises and complete the exterior of any structure as provided in the plans and drawings relative thereto and may do any other thing to enhance the structural safety of such structure and the security thereof and charge the same to the owner.

Alternatively, the Developer may remove any structure if such removal be deemed by the Developer in its exclusive discretion to be cheaper or more desirable or both. All cost expended by Developer in completing, partially completing, or removing any structures under this Article or any Article referred to herein, including reasonable costs of collection of such funds thus expended, shall be chargeable to the owner and shall become a lien upon the owner's Lot immediately upon commencement of any such improvement, completion, alteration, or removal.

III. SETBACK AND BUILDING LINES

3.1 Buildings. For the purpose of this Article III, building will mean the main residence, the garage, and related outbuildings and their projections such as eaves; bay or bow windows; exterior chimneys; covered porches; porticos; and the like, but will not include uncovered porches; open terraces; stoops; steps; or balustrades, the sides of which do not extend more than three feet above the level of the ground floor of the main building.

3.2 Setback Lines. All buildings must comply with Delhi Township zoning requirements. Zoning requirements supersede any "approved" plot plans as submitted by Lot owner. Developer is not responsible for owner's compliance with the Delhi Township zoning requirements.

3.3 Swimming Pools. Swimming pools will not be nearer than ten (10) feet to any Lot Line and will not project with their coping more than two feet above the established grade. Any exception must have written approval of the Developer.

3.4 Walls, Fences, and Hedges. Walls and fences may be erected and hedges grown but they are to be no higher than four (4') tall from the street to the building line and five (5') tall from the building line to the rear property line without the prior written consent of the Developer.

IV. USE ASSURANCES

4.1 Residential Use. The Lots (48-57) are for single-family residential purposes only. The lots (58-62) may have 2-family attached residential dwelling units. No building or structure intended for or adapted to commercial business purposes, and no apartment house, lodging house, rooming house, half-way house, hospital, sanitarium or doctor's office, or any multiple-family dwelling of any kind will be erected, placed, permitted, or maintained on any Lot, other than lots (58-62) which may have two family attached residential dwelling units which may be used as residential rental units, with not more than 2 (two) dwelling units per lot. No

improvement or structure whatever, other than a first class private dwelling house, patio walls, swimming pools, garages, out buildings, or carports may be erected, placed, or maintained on any Lot. No Lot will be used or occupied by other than a single family, other than lots (58-62) which may have two-families, and its temporary guests and no Lot will be used for other than residential use.

4.2 Zoning. The use of any Lot and any structure constructed on any Lot must satisfy the requirements of the zoning ordinance of Delhi Township, Ingham County, Michigan, which is in effect at the time of the contemplated use or construction of any structure unless a variance for such use or structure is obtained from the Zoning Board of Appeals of Delhi Township and further there is a written consent thereto either from the Developer or from all immediately adjoining Lot owners.

4.3 Nuisances. No noxious or offensive activity shall be carried on, or upon, any Lot. Nor shall any owner of any Lot do or permit to be done, any act or condition upon his Lot which may be, or is, or may become a nuisance. No Lot will be used in whole, or in part, for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause the Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Lots. No weeds, underbrush, or other unsightly growths will be permitted to grow or remain anywhere on a Lot, except in those Natural Areas shown and approved on the Landscape Plan. In the event that any owner of any Lot will fail or refuse to keep a Lot free from weeds, underbrush, or refuse piles or other unsightly growths or objects, then the Developer may enter upon the Lot and remove the same and such entry will not be deemed a trespass; the owner of the Lot will reimburse the Developer all costs of such removal.

4.4 Household Pets. No animals, livestock, poultry, or bees of any kind shall be raised, bred, kept or boarded on the Common Area or any Lot, except that dogs, cats, or other household pets may be kept in reasonable controlled numbers on any Lot; provided, that: they are not kept, bred, boarded or maintained for any commercial purpose; and if taken outside of an owner's Lot, are kept leashed and under an owner's control at all times. Each owner of a pet shall be responsible for clean-up and removal of such pet's excrement from the Natural Preservation Areas, the Lots, and from any Common Areas hereafter created pursuant to Article VII hereof. In the event that a dispute arises as to what constitutes a reasonable number of dogs, cats or household pet, the Developer, in its sole discretion, shall determine what constitutes a reasonable number.

4.5 Signs. No signs or other advertising will be displayed on any Lot unless their size, form, and number are first approved in writing by the Developer, except that a "For Sale" sign, referring only to the Lot on which displayed, not to exceed six (6) square feet in size, may be displayed without approval. A name and address sign, the design of which will be furnished by the Lot owner on request of and approved by the Developer, will be permitted. Nothing herein will be construed to prevent the Developer from erecting, placing, or maintaining signs as may be

deemed necessary by the Developer in connection with the construction, development and sale of Lots.

4.6 Trailers and Boats. No boats, boat trailers, other trailers, mobile homes, recreational or habitable motor vehicles of any nature will be kept on , or stored on, any Lot, except within a garage. No trucks or commercial type vehicles of any nature will be parked overnight on any Lot except in an enclosed garage.

4.7 Mineral Extraction. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any Lot, nor shall any oil, natural gas, petroleum, asphaltum, or hydrocarbon products or minerals of any kind be produced or extracted from or through the surface of any Lot. Rock, gravel, sand, and/or clay may not be excavated or removed from any Lot for commercial purposes.

V. EASEMENTS AND UTILITIES

5.1 Plat Easements. The Developer has and hereby reserves all utility easements, drainage easements, and full rights of ingress and egress for the Developer and Developer's agents, employees, and assigns over any part of the Lots for the purpose of installing and servicing the utilities and/or drains for which the easements are reserved.

5.2 Easements to be Clear. No structures, including walls, fences, paving, or planting, will be erected upon any Lot which will interfere with the rights of ingress and egress provided in Section 5.1.

5.3 Utility Lines and Antennas. All electrical service, cable television service, and telephone lines will be placed underground and no outside electrical lines will be placed overhead without the prior written approval of Developer. No exposed or exterior radio or television transmission or receiving antennas will be erected, placed, or maintained on any Lot without the prior written approval of Developer. Any waiver of these restrictions will not constitute a waiver as to other Lots or lines or antennas.

VI. SUBDIVISION OF LOTS

6.1 Subdivision of Lots. No Lot will be subdivided except as expressly approved in writing by the Developer.

VII. COMMON AREA

7.1 Description. The Developer will establish common areas within this subdivision and may establish additional common areas, from time to time, for the benefit of English Meadows Subdivision, English Meadows III Subdivision, and any future subdivisions; which common areas shall be owned, maintained, and governed by the English Meadows Residential Property Owners Association. Such common areas

shall be established by the execution and recording of a Declaration of Common Areas and a deed thereof conveying the same to the said English Meadows Residential Property Owners Association.

VIII. PROPERTY OWNERS ASSOCIATION

8.1 Property Owner Association. The English Meadows Residential Property Owners Association will be organized as a non-profit Michigan Corporation on a membership basis. The English Meadows Property Owners Association is to be formed prior to 75% of the Lots being sold. The said corporation will adopt initial by-laws and have a registered office address of 2126 North Aurelius Road PO Box 1020, Holt MI 48842. Richard A. Greiner will be the Resident Agent at the registered office.

8.2 Each Lot Owner Member of Property Owner's Association. Each and every owner of a lot in the English Meadows III Subdivision shall be a member of the English Meadows Residential Property Owners Association and shall be required to pay dues and assessments to maintain and govern the common areas owned by the English Meadows Property Owners Association and for the operation of the said English Meadows Property Owners Association. The amounts of such dues and assessments shall be determined by the Board of Directors of the said English Meadows Property Owners Association. Each lot shall have one vote on matters to be decided by a vote of the members according to the Bylaws of the said English Meadows Residential Property Owners Association.

IX. ENFORCEMENT OF ASSURANCES

9.1 Remedies for Violations. In the event of a breach or attempted or threatened breach of any Assurance by any Lot owner, the Developer, Association, and/or other Lot owners, or any of them shall be entitled forthwith to full and adequate relief by injunction and all other such available legal and equitable remedies from the consequences of such breach, specifically including a court order enjoining commencement or continuance of construction on any Lot if the plans, the building or any other aspect of construction required to be approved by the Developer prior to commencement of construction by Article I were not approved by Developer as required by Article I or are not being implemented as approved.

9.2 Cost to Enforce. All cost incurred in enforcing the Assurances, including reasonable attorneys fees, will be reimbursed by the owner of the Lot or Lots in breach of the Assurances to the Developer, the Association or other Lot owners enforcing the Assurances.

9.3 Payments and Liens. Payment for all reimbursable costs incurred as provided in the Declaration shall be due and payable thirty (30) days after receipt of a statement therefore, which statement shall detail the reimbursement sought, the manner of its calculation, and evidence of payment of the reimbursable costs. Any such claim for reimbursement, together with interest at the rate of seven percent (7%) per annum and actual cost including attorney's fees incurred in efforts to collect such reimbursement, shall be a secured right and a lien therefore shall attach to the Lot, and improvements thereon, owned by the defaulting Lot owner. After written notice to

all owners of record and all mortgagees of record of the Lot, the party having paid such costs may foreclose the lien established hereby in the same manner as a mortgage may be foreclosed under the laws of the State of Michigan, provided such liens shall be subject and subordinated to any prior mortgage of record with any purchaser at any foreclosure sale (as well as any grantee by deed in lieu of foreclosure sale) under any such prior mortgage taking title free and clear from any such then existing lien, but otherwise subordinated to the provision hereof.

9.4 Failure to Enforce. No delay or omission on the part of the Developer, the Association or the owners of other Lots in exercising any rights, power, or remedy herein provided, will be construed as a waiver thereof or acquiescence in any breach of the Assurances. No right of action will accrue nor will any action be brought or maintained by anyone whatsoever against the Developer or the Association for or on account of a failure to bring any action on account of any breach of these Assurances, or for imposing assurance which may be unenforceable.

9.5 Severability. Invalidation of any one of the Assurances by a court of competent jurisdiction will not affect any of the other Assurances which will remain in full force and effect.

X. MISCELLANEA

10.1 Binding Effect. Developer hereby declares that this Declaration shall be binding upon the Developer, his grantees, successors and assigns, and that the Assurances created herein shall run with the land. Each owner of a Lot or any portion of a Lot by acceptance of a deed, land contract of other conveyance to a Lot or any portion of a Lot thereby agrees to all Assurances.

10.2 Waivers. Notwithstanding anything to the contrary herein, the Developer, in his sole discretion, may waive or permit reasonable modifications of the Assurances as applicable to particular Lots.

10.3 References to Lot Owner. Wherever references are made in this Declaration to the owner of a Lot or a Lot owner, such reference shall be deemed to include all owners collectively with any ownership interest in the respective Lots respectively owned by them, whether there shall be one or more such owners.

10.4 Notices. All notices, demands, requests, consents and approvals required or permitted under this Declaration shall be in writing and shall be given or served by personal delivery or postage prepaid United States first class, registered or certified mail, return receipt requested, to the party at that party's last known address. Notice shall be deemed to have been on the earlier of (a) the date when received, or (b) on the second business day after mailing if mailed in the State of Michigan.

10.5 No Gift or Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Lots or other areas in English Meadows II to the general public.

It is the intention of the Developer that his Declaration shall be strictly limited to the purposes herein specifically expressed.

10.6 Developer's Sales Office and Model Home. Developer reserves the right to maintain a sales office and one or more model homes in the Subdivision until all lots are conveyed by Developer to residential users thereof.

10.7 No Third Party Beneficiaries. No third party, except grantees, heirs, representatives, successors and assigns of the Developer, as provided herein, shall be a beneficiary of any provision of this Declaration.

10.8 Captions. The captions of the Articles and Section of this Declaration are for convenience only and shall not be considered or referred to in resolving question of interpretation and construction.

10.9 Governing Law. This agreement shall be construed, interpreted and applied in accordance with the laws of the State of Michigan.

10.10 Conformance with Applicable Law. These Assurances shall be subordinate to any more stringent Assurances or restrictions contained in the Michigan Subdivision Control Act or the zoning ordinance(s) code of Delhi Township or any other applicable state rule or regulation regarding the placement of utilities and the facilities therefore and the permissible uses of land. In the event that any such laws or regulations are more restrictive than these is hereby advised to take cognizance of such state and local requirements and further Assurances or restrictions and requirements as may be imposed by duly constituted state, county or local authorities.

XI. DURATION

11.1 Duration. This Declaration will remain effective for a period of twenty-five (25) years from the date this Declaration is recorded, after which time the effectiveness of the Declaration will be automatically extended for successive periods of ten (10) years except as terminated by an instrument signed by all owners of two-thirds (2/3) of the Lots and recorded within one year prior to commencement of a ten year extension, agreeing to terminate the effectiveness of this declaration in whole or part.

11.2 Developer. The Developer shall have authority pursuant to this declaration so long as the Developer shall own any of the lots in English Meadows III subdivision; however, upon the sale of all of the said lots to other person(s) all authority of the Developer pursuant to this Declaration of Covenants and Assurances shall pass to the English Meadows Residential Property Owners Association.

In Witness Whereof, the parties hereto have executed this Declaration of Building and Use Assurances the _____ day of _____, _____.

Witnesses:

Greiner Construction, Inc.

Richard A. Greiner
Its: President

State of Michigan)
) SS.
County of Ingham)

The foregoing declaration was acknowledged before me this _____ day of _____, _____, by _____.

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

Drafted by and when recorded, return to:
Greiner Construction, Inc.
Richard A. Greiner, President
PO Box 1020
2126 N. Aurelius Rd.
Holt, MI 48842

In Witness Whereof, the parties hereto have executed this Declaration of Building and Use Assurances the _____ day of _____, _____.

Witnesses:

Lee A. Secord, aka Lee Secord

State of Michigan)
) SS.
County of Ingham)

The foregoing declaration was acknowledged before me this _____ day of _____, _____, by _____.

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

In Witness Whereof, the parties hereto have executed this Declaration of Building and Use Assurances the _____ day of _____, _____.

Witnesses:

Mary Lois Martin, aka Mary Martin

State of Michigan)
) SS.
County of Ingham)

The foregoing declaration was acknowledged before me this _____ day of _____, _____, by _____.

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

In Witness Whereof, the parties hereto have executed this Declaration of Building and Use Assurances the _____ day of _____, _____.

Witnesses:

Independent Bank - South Michigan

Edward Swanson
Its: President

David Gillison
Its: Vice President

State of Michigan)
) SS.
County of Ingham)

The foregoing declaration was acknowledged before me this _____ day of _____, _____, by _____.

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

In Witness Whereof, the parties hereto have executed this Declaration of Building and Use Assurances the _____ day of _____, _____.

Witnesses:

Stockbridge State Bank

Ronald L. Soule
Its: President & CEO

State of Michigan)
) SS.
County of Ingham)

The foregoing declaration was acknowledged before me this _____ day of _____, _____, by _____.

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

In Witness Whereof, the parties hereto have executed this Declaration of Building and Use Assurances the _____ day of _____, _____.

Witnesses:

Jonathan J. Hill

Frances G. Hill

State of Michigan)
) SS.
County of Ingham)

The foregoing declaration was acknowledged before me this _____ day of _____, _____, by _____.

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

In Witness Whereof, the parties hereto have executed this Declaration of Building and Use Assurances the _____ day of _____, _____.

Witnesses:

James A. Ritchie

Doris E. Ritchie

State of Michigan)
) SS.
County of Ingham)

The foregoing declaration was acknowledged before me this _____ day of _____, _____, by _____.

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

In Witness Whereof, the parties hereto have executed this Declaration of Building and Use Assurances the _____ day of _____, _____.

Witnesses:

Fifth Third Bank

Jack A. Schneider
Its: Senior Vice President

John M. Hollingsworth
Its: Vice President

State of Michigan)
) SS.
County of Ingham)

The foregoing declaration was acknowledged before me this _____ day of _____, _____, by _____.

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