MEETING MINUTES
MARCH 28, 2018

PRESENT: Chairperson Quinney, Secretary Byrum, and Member Schertzing
ABSENT: None

I. CALL MEETING TO ORDER

Chairperson Quinney called the meeting to order at 2:00 p.m.

II. APPROVAL OF FEBRUARY 27, 2018 MINUTES

Moved by Secretary Byrum to approve the minutes.

The motion carried unanimously.

III. OLD BUSINESS

None.

IV. NEW BUSINESS

A. Whitehills Lakes South No. 2 – submitted for approval
   Meridian Township
   Section 5 T4N R1W

Member Schertzing moved to approve Whitehills Lakes South No. 2.

The motion carried unanimously.

B. Discussion and Comments

None.

V. PUBLIC COMMENT

None.
VI. ADJOURNMENT

Moved by Secretary Byrum to adjourn the meeting at 2:03 p.m.

The motion carried unanimously.

BARB BYRUM, INGHAM COUNTY CLERK
PLAT BOARD CHECK LIST

PLAT NAME: Whitchills Lakes South No. 2

PROPRIETOR’S NAME: Signature Land Development Corp.

FINAL PLAT WAS SUBMITTED ON: March 15, 2018 @ 9:14am

DATE OF PLAT BOARD MEETING: March 28, 2018 @ 2:00 pm

MUNICIPALITY: Meridian Township
SECTION: 5 T4N R1W

NUMBER OF LOTS: 21

FEES:
- Plat Recording Fee ($30.00 check)
- Restrictions Recording Fee ($30.00 check)
- State ($150.00 + $15.00 for each lot over 4)

CERTIFICATES:
- Surveyor’s Certificate □ Included □ N/A
- Proprietor’s Certificate □ Included □ N/A
- County Treasurer’s Certificate □ Included □ N/A
- Drain Commissioner’s Certificate □ Included □ N/A
- County Road Commission Certificate □ Included □ N/A
- Certificate of Municipality Approval □ Included □ N/A
- Plat Board □ Included □ N/A

OTHER:
- Traverse Closing □ Included □ N/A
- Title Insurance Policy □ Included □ N/A
- Dated not more than 30 days prior to submission of plat □ Included □ N/A
- Certified copy of Plat □ Included □ N/A
Land Corners - See below

Easements - See below

Restrictions (with recording fee)

Proprietor’s Legal Entity Verification

Final Plat (mylar or paper)

Unique name, 1 1/2” left margin, ½” margin all other sides, 18” x 24”, scale not more than 100” to an inch, consecutive lots continuing throughout additions

Recorded Land Corners

L9 P440 - 12/1/1998
L9 P442 - 12/1/1998
L9 P480 - 9/21/1999

Recorded Documents Pertaining to Easements & Rights of Way

L775 P121e5 10/8/1959 - Deed of State Hwy Commissioner
L2837 P68 1/13/2000 - Warranty Deed
L2837 P69 1/13/2000 - Warranty Deed
L8275 P581 7/30/2007 - Temporary Easement
L8275 P590 7/30/2007 - Release of Right of Way
2018-006820 3/1/2018 - Termination of Roadway Ingress & Egress
Proprietor's Plat Review Submittal Form and Checklist
Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes/Office of Land Survey and Remonumentation
First Class Mail: PO Box 30255, Lansing, MI 48909
Overnight Courier Service: 2501 Woodlake Circle, Okemos, MI 48864
Phone 517-241-6321 / Fax 517-241-6301
E-Mail: bccolsr@michigan.gov

Authority: 1967 PA 288
LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

<table>
<thead>
<tr>
<th>PLAT NAME:</th>
<th>Whitehills Lakes South No. 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>COUNTY:</td>
<td>Ingham</td>
</tr>
<tr>
<td>MUNICIPALITY:</td>
<td>Meridian Twp</td>
</tr>
<tr>
<td>COPY FEE:</td>
<td>$ 80.20</td>
</tr>
<tr>
<td>REVIEW FEE</td>
<td>$ 405.00</td>
</tr>
<tr>
<td>TOWNSHIP</td>
<td>4</td>
</tr>
<tr>
<td>RANGE</td>
<td>V N □ S</td>
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<tr>
<td>SECTION</td>
<td>5</td>
</tr>
<tr>
<td>1/4 SECTION OR GOVERNMENT LOT</td>
<td>SE</td>
</tr>
<tr>
<td>NO. OF LOTS</td>
<td>21</td>
</tr>
<tr>
<td>TOTAL ACREAGE</td>
<td>14.60</td>
</tr>
</tbody>
</table>

Would you like an additional mylar "Exact Copy" of the approved plat for your records? [ ] Yes [ ] No
If Yes, five (5) mylar "exact copies" will be made. If No, only four (4) mylar "exact copies" will be made. [MCL 560.173(c)]

Where would you like the fifth (5th) mylar "exact copy" sent? [MCL 560.173(c)]
[ ] N/A [ ] Proprietor [ ] Surveyor

PLEASE MAKE SEPARATE CHECKS MADE PAYBLE TO THE "STATE OF MICHIGAN". ONE CHECK FOR THE REVIEW FEE AND ONE CHECK FOR THE EXACT COPY FEE.

State Plat Review Fee - Made Payable to the State of Michigan [MCL 560.241] ($150 for first four lots plus $15 for each additional lot) [28] CHECK #1 TOTAL $ 405.00

Exact copies of Final Plat [MCL 560.171(a) and R560.104(3)] [26] CHECK #2 TOTAL $ 80.20

$55 plus ($1.68 x 3 (number of sheets) x 5 (number of copies)

NOTE: If a plat is rejected, a new review fee and updated/new documentation are required to be submitted along with the revised plat. Rejected plats will be mailed to the Surveyor's address on this form unless Proprietor specifies otherwise in writing.

Copy fee paid w/initial submittal

VALIDATION AREA
# Proprietor's Plat Review - Documentation Checklist

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Incl.</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Final Plat on Approved Material [MCL 560.132, MCL 560.169 and R 560.104]</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Register of Deeds Filing and Recording Fee submitted to the County for the plat [MCL 560.241]</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>• Please provide a receipt from the County Clerk</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Register of Deeds Filing and Recording Fee submitted to the County for any restrictions [R 560.103]</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>• Please provide a receipt from the County</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Traverse Closure of Plat Boundary [R 560.112(2)(j)]</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Recorded Easements and Releases [R 560.112(2)(ee)]</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Land Corner Recordation Certificates [R 560.112(2)(k)]</td>
<td>✔</td>
<td></td>
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<tr>
<td>Floodplain Restrictions [MCL 560.194 and R 560.103]</td>
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<td>✔</td>
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<tr>
<td>Governmental Imposed Deed Restrictions [MCL 560.254 and R 560.103]</td>
<td></td>
<td>✔</td>
</tr>
<tr>
<td>Certified True Copies of Plat [MCL 560.142, MCL 560.161-167, MCL 560.169 and R 560.115]</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Owner's Policy of Title Insurance [MCL 560.245]</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Appropriate Certifications and Language Pursuant to the Current Rules [R 560.101 thru R 560.135]</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Copy of Proprietor's Filed Incorporation, Partnership or Trust Documents, i.e., legal entity verification</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Public Water Services</td>
<td></td>
<td>✔</td>
</tr>
<tr>
<td>• NOT BUILT (not installed and not ready for connection) - Provide State Issued Construction Permits and Proof of Surety for Public Water Service [MCL 560.148 and R 560.121]</td>
<td></td>
<td>✔</td>
</tr>
<tr>
<td>• BUILT (installed and ready for connection) - above referenced documents not required [MCL 560.148 and R 560.121]</td>
<td></td>
<td>✔</td>
</tr>
<tr>
<td>Onsite Water Wells - Provide a copy of the preliminary plat reviewed and approved by the Health Department and a copy of the associated approval letter. [MCL 560.118, 560.148 and R 560.121]</td>
<td></td>
<td>✔</td>
</tr>
<tr>
<td>Public Sewer Services</td>
<td></td>
<td>✔</td>
</tr>
<tr>
<td>• NOT BUILT (not installed and not ready for connection) - Provide State Issued Construction Permits and Proof of Surety for Public Sewer Service [MCL 560.148 and R 560.121]</td>
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<td></td>
<td>✔</td>
</tr>
<tr>
<td>Onsite Sewage Disposal - Provide a copy of the preliminary plat reviewed and approved by the Health Department and a copy of the associated approval letter. [MCL 560.118, 560.148 and R 560.121]</td>
<td></td>
<td>✔</td>
</tr>
<tr>
<td>When applicable, provide copies of the preliminary plats reviewed and approved by the following agencies and the associated approval letters.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Michigan Department of Transportation [MCL 560.115]</td>
<td></td>
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<tr>
<td>• Michigan Department of Environmental Quality [MCL 560.116 and 560.117]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Health Department [MCL 560.118]</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
March 12, 2018

Brent Pennala
Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Office of Land Survey & Remonumentation
611 W. Ottawa Street
Lansing, Michigan 48933

RE: Final plat of Whitehills Lakes South No. 2

Mr. Pennala:

This letter is to confirm the following issues per your plat rejection letter dated November 3, 2017:

1) A concrete monument was not found at the Southwest corner of The Cove at Whitehills Lakes Condominium along the Easterly side of the proposed plat.

2) The unplatted strip of land lying North of the proposed plat adjoining Lots 9-12 of Whitehills Lakes South is not owned by the proprietor and is owned by the owners of said lots.

Also in regards to your questions on Items 7 & 8 on the title policy it was determined that those items needed to stay on the policy and that the plat is subject to the conditions within them however a termination was recorded for the “Roadway Easement” so that it no longer affects the plat. A copy of the recorded termination document is included as confirmation. The plat will comply with all other conditions listed in the documents including the minimum lot widths which are measured at the front setback for Meridian Township requirements.

If you have any questions or need further information, please feel free to contact us.

Sincerely,

\[Signature\]

Dane B. Pascoe, PS
KEBS, Inc.
Select figure: Figure Name: Whitehills Lakes South No. 2

Course: N 89-50-03 W  Distance: 317.59'
Course: N 01-00-33 W  Distance: 534.69'
Course: S 84-55-25 W  Distance: 104.00'
Course: N 00-15-39 E  Distance: 40.45'
Course: N 13-23-47 W  Distance: 151.69'
Course: S 88-59-46 W  Distance: 142.45'
Course: N 11-09-26 W  Distance: 276.73'
Course: S 87-50-13 E  Distance: 155.34'
Course: N 84-34-07 E  Distance: 138.71'
Course: N 81-54-45 E  Distance: 110.15'
Course: N 67-52-19 E  Distance: 118.83'
Course: S 73-49-45 E  Distance: 141.49'
Course: N 48-27-40 E  Distance: 113.96'
Course: S 87-24-47 E  Distance: 164.48'
Course: S 00-37-36 E  Distance: 103.29'
Course: S 89-39-04 W  Distance: 50.00'
Course: S 00-37-36 E  Distance: 857.50'
Course: S 58-56-52 W  Distance: 229.87'

Perimeter: 3751.220
Area: 636567.741

Mapcheck Closure — (Uses listed courses & COGO Units)
Error of Closure: 0.0040
Precision 1: 932195.72

14.6 acres
Course: N 19-44-27 E
Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)
COVERED RISKS (Continued)

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   If a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.

8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
   (i) to be timely, or
   (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not known to the Company, not recorded in the Public
   Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
1. DEFINITION OF TERMS
The following terms when used in this policy mean:
(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
(d) "Insured": The Insured named in Schedule A.
   (i) The term "Insured" also includes
      (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
      (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
      (C) successors to an Insured by its conversion to another kind of Entity;
      (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
         (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
         (2) if the grantee wholly owns the named Insured,
         (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
         (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
   (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor insured.
(e) "Insured Claimant": An Insured claiming loss or damage.
(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
(g) "Land": The land described in Schedule A, and all improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
(j) "Title": The estate or interest described in Schedule A.
(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE
The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT
The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS
In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS
(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.
   To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
   (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
   (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
   (i) the Amount of Insurance; or
   (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
   (i) the Amount of Insurance shall be increased by 10%, and
   (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.
9. LIMITATION OF LIABILITY
   (a) If the Company establishes the Title, or removes the
       alleged defect, lien, or encumbrance, or cures the lack of
       a right of access to or from the Land, or cures the claim
       of Unmarketable Title, as insured, in a reasonably
diligent manner by any method, including litigation and
the completion of any appeals, it shall have fully
performed its obligations with respect to that matter and
shall not be liable for any loss or damage caused to the
Insured.
   (b) In the event of any litigation, including litigation by
the Company or by the Company’s consent, the Company
shall have no liability for any loss or damage until there has
been a final determination by a court of competent
jurisdiction, and disposition of all appeals, adverse to the
Title, as insured.
   (c) The Company shall not be liable for any loss or damage to the
Insured for any liability voluntarily assumed by the Insured in
settling any claim or suit without the prior written consent
of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR
     TERMINATION OF LIABILITY
All payments under this policy, except payments made for
costs, attorneys’ fees, and expenses, shall reduce the Amount
of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE
The Amount of Insurance shall be reduced by any amount the
Company pays under any policy insuring a Mortgage to which
exception is taken in Schedule B or to which the Insured has
agreed, assumed, or taken subject, or which is executed by an
Insured after Date of Policy and which is a charge or lien on the
Title, and the amount so paid shall be deemed a payment to
the Insured under this policy.

12. PAYMENT OF LOSS
When liability and the extent of loss or damage have been
definitely fixed in accordance with these Conditions, the
payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR
     SETTLEMENT
   (a) Whenever the Company shall have settled and paid a
claim under this policy, it shall be subrogated and entitled
to the rights of the Insured Claimant in the Title and all
other rights and remedies in respect to the claim that the
Insured Claimant has against any person or property, to
the extent of the amount of any loss, costs, attorneys’
fees, and expenses paid by the Company. If requested by
the Company, the Insured Claimant shall execute
documents to evidence the transfer to the Company of
these rights and remedies. The Insured Claimant shall
permit the Company to sue, compromise, or settle in the
name of the Insured Claimant and to use the name of the
Insured Claimant in any transaction or litigation involving
these rights and remedies.
If a payment on account of a claim does not fully cover
the loss of the Insured Claimant, the Company shall defer
the exercise of its right to recover until after the Insured
Claimant shall have recovered its loss.
   (b) The Company’s right of subrogation includes the rights of the
Insured to indemnities, guaranties, other policies of
insurance, or bonds, notwithstanding any terms or
conditions contained in those instruments that address
subrogation rights.

14. ARBITRATION
Either the Company or the Insured may demand that the claim
or controversy shall be submitted to arbitration pursuant to
the Title Insurance Arbitration Rules of the American Land Title
Association (“Rules”). Except as provided in the Rules, there shall
be no joinder or consolidation with claims or controversies of
other persons. Arbitrable matters may include, but are not limited
to, any controversy or claim between the Company and the
Insured arising out of or relating to this policy, any service in
connection with its issuance or the breach of a policy provision,
or to any other controversy or claim arising out of the transaction
giving rise to this policy. All arbitrable matters when the Amount of
Insurance is $2,000,000 or less shall be arbitrated at the
option of either the Company or the Insured. All arbitrable
matters when the Amount of Insurance is in excess of
$2,000,000 shall be arbitrated only when agreed to by both the
Company and the Insured. Arbitration pursuant to this policy and
under the Rules shall be binding upon the parties. Judgment
upon the award rendered by the Arbitrator(s) may be entered in
any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE
     CONTRACT
   (a) This policy together with all endorsements, if any, attached
to it by the Company is the entire policy and contract
between the Insured and the Company. In interpreting any
provision of this policy, this policy shall be construed as a
whole.
   (b) Any claim of loss or damage that arises out of the status of
the Title or by any action asserting such claim shall be
restricted to this policy.
   (c) Any amendment or endorsement to this policy must be in
writing and authenticated by an authorized person, or
expressly incorporated by Schedule A of this policy.
   (d) Each endorsement to this policy issued at any time is made
a part of this policy and is subject to all of its terms and
provisions. Except as the endorsement expressly states, it
does not (i) modify any of the terms and provisions of the
policy, (ii) modify any prior endorsement, (iii) extend the
Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY
In the event any provision of this policy, in whole or in part, is
held invalid or unenforceable under applicable law, the policy
shall be deemed not to include that provision or such part held to
be invalid, but all other provisions shall remain in full force and
effect.

17. CHOICE OF LAW; FORUM
   (a) Choice of Law: The Insured acknowledges the Company has
underwritten the risks covered by this policy and
determined the premium charged therefor in reliance upon
the law affecting interests in real property and applicable to
the interpretation, rights, remedies, or enforcement of
policies of title insurance of the jurisdiction where the Land
is located.
Therefore, the court or an arbitrator shall apply the law of
the jurisdiction where the Land is located to determine the
validity of claims against the Title that are adverse to the
Insured and to interpret and enforce the terms of this
policy. In neither case shall the court or arbitrator apply its
conflicts of law principles to determine the applicable law.
   (b) Choice of Forum: Any litigation or other proceeding brought
by the Insured against the Company must be filed only in a
state or federal court within the United States of America or
its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT
Any notice of claim and any other notice or statement in writing
required to be given to the Company under this policy must be
given to the Company at First American Title Insurance
Company, Attn: Claims National Intake Center, 1 First
American Way; Santa Ana, CA 92707. Phone: 888-632-
1642.
Owner's Policy of Title Insurance

ISSUED BY
First American Title Insurance Company

POLICY NUMBER
5011426-780631

Name and Address of Title Insurance Company:
First American Title Insurance Company 134 North First Street, Brighton, Michigan 48116
Phone: (810)229-2700, Fax: (866)249-9154

File No.: 780631

Address Reference: Vacant Lake Lansing Road and, 2566 Lake Lansing Road, East Lansing, MI 48823

Amount of Insurance: $10,000.00 Premium: $350.00

Date of Policy: February 02, 2018 @ 8:00 am

1. Name of Insured:
   Signature Land Development Corporation, a Michigan corporation

2. The estate or interest in the Land that is insured by this policy is:
   Fee Simple

3. Title is vested in:
   Signature Land Development Corporation, a Michigan corporation

4. The Land referred to in this Policy is described as: situated in the County of Ingham, Township of
   Meridian, State of Michigan

   See Schedule "C" attached hereto and made a part hereof.

By:

Authorized Countersignature
(This Schedule A valid only when Schedule B is attached.)
EXCEPTIONS FROM COVERAGE

File No.: 780631

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.

2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.

4. Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.

5. Taxes and Assessments not due and payable at Policy Date.

6. Oil and Gas Lease in favor of William H. Colvin Jr., as disclosed by instrument recorded in Liber 34 of Miscellaneous Records, page 441 and in Liber 34 of Miscellaneous Records, page 509.

   This exception does not constitute a statement as to the ownership of this interest or right. There may be leases, grants, exceptions or reservations of such interests that are not listed.

7. Covenants, conditions, restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in Liber 2837, page 69.

8. Covenants, conditions, restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in Liber 2837, page 68.

9. Terms and Conditions contained in Deed of State Highway Commissioner as disclosed by instrument recorded in Liber 775, page 1265.

10. Terms and Conditions contained in Temporary Turnaround Easement for Southridge Road as disclosed by instrument recorded in Liber 3275, page 581.

11. Agreement in favor of the Intercounty Drainage Board for the Remy-Chandler Branch #5 Intercounty Drainage District and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 1502, page 451.
12. Terms and Conditions contained in Remy-Chandler #5, Whitehills Lakes Timber Meadow Drain as disclosed by instrument recorded in Liber 3269, page 649.

13. Terms and Conditions contained in Agreement to Construct a Drain Pursuant to Section 433 of Act No. 40 of the Public Acts of 1956 as disclosed by instrument recorded in Liber 3275, page 589.


15. Terms and Conditions contained in Timber Meadows South Drain Permit to Cross 13-085 as disclosed by instrument recorded in Instrument No. 2013-043591.

16. Any rights, title interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.

17. Loss or damage arising out of any discrepancy between the legal description of the property as insured and the legal description of the property as assessed on the Ingham County tax rolls.

18. Interest of others in oil, gas and mineral rights, if any, recorded in the public records or unrecorded.

19. Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and minerals in and under and that may be produced from the captioned land.

20. Rights of tenants, if any, under any unrecorded leases.

21. Lien for outstanding water or sewer charges, if any.

22. Liens for taxes due and payable but unpaid and/or delinquent.
LEGAL DESCRIPTION

The land referred to in this policy, situated in the County of Ingham, Township of Meridian, State of Michigan, is described as follows:

WHITEHILLS LAKES SOUTH NO. 2, a subdivision of part of the Southeast 1/4 of Section 5, and the Southwest 1/4 of of Section 4, Town 4 North, Range 1 West, Meridian Township, Ingham County, Michigan, described as: Commencing at the Southeast corner of said Section 5; thence North 89 degrees 50 minutes 03 seconds West along the South line of said Section 5 a distance of 198.23 feet to the point of beginning of this description; thence North 89 degrees 50 minutes 03 seconds West continuing along said South line 317.59 feet; thence North 01 degrees 00 minutes 33 seconds West 534.69 feet; thence South 84 degrees 55 minutes 25 seconds West 104.00 feet; thence North 00 degrees 15 minutes 39 seconds East 40.45 feet; thence North 13 degrees 23 minutes 47 seconds West 151.69 feet; thence South 88 degrees 59 minutes 46 seconds West 142.45 feet; thence North 11 degrees 09 minutes 26 seconds West 276.73 feet to the South line of WHITEHILLS LAKES SOUTH as recorded in Liber 57 of Plats, pages 36-40, Ingham County Records; thence South 87 degrees 50 minutes 13 seconds East 155.34 feet; thence North 84 degrees 34 minutes 07 seconds East 138.71 feet; thence North 81 degrees 54 minutes 45 seconds East 110.15 feet; thence North 67 degrees 52 minutes 19 seconds East 118.83 feet to the Southwest corner of Lot 8 of said WHITEHILLS LAKES SOUTH; thence along the South line of said WHITEHILLS LAKES SOUTH the following three courses; South 73 degrees 49 minutes 45 seconds East 141.49 feet, North 48 degrees 27 minutes 40 seconds East 113.96 feet and South 87 degrees 24 minutes 47 seconds East 164.48 feet to the Westerly line of THE COVE AT WHITEHILLS LAKES CONDOMINIUM, Subdivision Plan No. 151 as recorded in Document No. 2016-002256, Ingham County Records; thence along said Westerly line the following two courses; South 00 degrees 37 minutes 36 seconds East 103.29 feet and South 89 degrees 39 minutes 04 seconds West 50.00 feet to the East line of said Section 5; thence South 00 degrees 37 minutes 36 seconds East along said East line and said Westerly line of the COVE AT WHITEHILLS LAKES and its Southerly extension 857.50 feet to the North line of Michigan Department of Transportation Clear Vision Area; thence South 58 degrees 56 minutes 52 seconds West along said North line 229.87 feet to the point of beginning.
ENDORSEMENT

Issued By: First American Title Insurance Company
Attached to Policy No.: 780631
File No.: 780631, Signature Land Development Corporation, Vacant Lake Lansing Road and, 2566 Lake Lansing Road,

Endorsement, Form No. 45-102.1-06 (09/11)

The following changes are made to the Policy:

Schedule A, Date of Policy, is hereby amended to read March 9, 2018.

This Endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Craig S. Wandrie, Authorized Signatory

Authorized Agent:
First American Title Insurance Company
(810)229-2700
For corners in Ingham County

Meridian Township

1. Public Land Survey
   T 4N, R 1W
   Location Code: F-2

2. Property Controlling in Section
   S

3. Miscellaneous Property in Sec.
   S

4. Lot No., Recorded Plat
   
5. Private Claims
   
Larry A. Bryan, in a field survey on October 28, 1998, do hereby state that under requirements of P.A. 74, Michigan P.A. of 1970, the corner points mentioned in lines 1 and 2 above were in conformance with regulations and rules thereof as required in the current manual of survey instructions of the United States Department of the Interior, Bureau of Land Management or by a decree of a Court of Law and for that the corner points mentioned in lines 3, 4 and 5 above were in conformance with the rules of the Michigan Board of Land Surveyors or by a Decree of a Court of Law; established, re-established, monumented, recovered, found as expressed below:

NOTE: Not more than 2 corners, all in the same town and range, may be recorded on this certificate.

A. Description of original monument and accessories and/or subsequent restoration:

1. 02-04-1827: U. S. Public Land Survey Field Notes, Deputy Surveyor Musgrove Evans "set 1/4 Sec. Post from which 14" Aspen S24°W 35 links and 3° W. Oak S49°E 40 links.


3. 06-09-1848: Record of Surveys, Vol. 2, Page 65, County Surveyor Anson Jackson again notes the U. S. bearing trees for this corner.

4. 12-23-1974: Land Corner Recorization Certificate (Rec. 2-27-75, L3-347), M. F. Fouty, P.S. 18989, states "set 1/2" bar and cap at fence intersection, fences North, South, and West. Measurements North and South in close accord with original government measure. Records of eight area Registered Land Surveyors disclosed no additional information of the corner. Tag and nail S side 12" anchor post SE 0°50', tag and nail SW side 16" Poplar SE 23°55', Tag & nail S side 6" Oak E 24°80'.

5. 01-09-1975: Certified Survey Map (Rec. 2-27-75, L2-P312), M. F. Fouty gives the same monument and witnesses as Item 4 above. He also gives a distance of 2701.07 feet from E-2 to D-2.

(Continued on back)

B. Description of corner evidence found and/or method applied in restoring or reestablishing corner:

Found 1/2" iron bar with cap #18989 in good condition 0.3' West of wood anchor post as called for in Item A.4 above.
Old fence wire running East, West, and South. Accepted bar and cap as the best evidence of the location of this corner.

C. Description of monument for corner and accessories established to perpetuate locating the position of the corner:

Left 1/2" iron bar with cap #18989 in place as found to mark the corner and took the following witnesses:

Found nail and flagging Southeast side 16" Oak S45°E 23.73 feet
Found nail and tag #25832 west side Fence Post South 9.91 feet
Found nail and tag #25832 East side 30" Oak S05°W 51.86 feet
Found nail and tag #25832 Southwest side 12" Oak S40°E 36.01 feet
Set nail and tag #25832 South side 12" Ash N50°W 23.75 feet

Date: November 13, 1998

Larry A. Bryan, P.S. 18989
Part A - Continued


7. 12-30-1975: Certified Survey Map (Rec. 12-01-76, L2-P981), F. N. White notes "East 1/4 Corner Section 5, T4N, R1W, Liber 3, Pg. 347."

8. 03-14-1983: Certified Survey Maps (Rec. 8-09-83, L4-P743), J. A. Porter, P.S. 19003, shows this corner, but gives no monument description nor witnesses. He gives distances of 2682.83 feet from E-2 to F-2, and 2580.96 feet from E-2 to E-1 (Rec. 39.10 chains=2580.6 feet).


11. 11-19-1986: Certified Survey Map (Rec. 5-12-94, L7-P183), L. A. Bryan, P.S. 25832, notes "East 1/4 Corner Section 5, T4N, R1W. Found 1/2" bar & cap #89099 West side corner post. Fences North, South, East & West, Liber 3, Page 347. Found nail & tag West side fence post, South, 9.86; found nail & tag in South side 10" Elm, S85°W, 14.57; found nail & tag Southwest side 18" Maple S45°E. 23.64."


14. 02-02-1990: Whitehills Woods No. 2, Liber 45 of Plats, Page 37, J. A. Porter notes "W. 1/4 Corner Section 4, T4N, R1W, Meridian Twp., Ingham Co., Mi. Liber 3, Pg. 347." He also shows a distance of 2582.98 feet from E-2 to E-1 (Rec. 39.10 chains=2580.6 feet).

LAND CORNER RECORDATION CERTIFICATE

For corners in

INGHAM COUNTY
Meridian Township

Located In:

1. Public Land Survey
   T 4N R 1W
   E 3

2. Property Controlling
   in Section
   S

3. Miscellaneous
   Property in Sec.
   S

4. Lot No.
   Recorded Plat

5. Private Claims

I, Larry A. Bryan, in a field survey on October 28, 1998, do hereby state that under requirements of P.A. 74, Michigan P.A. of 1970, the corner points mentioned in lines 1 and 2 above were in conformance with regulations and rules therefore as required in the current manual of survey instructions of the United States Department of the Interior, Bureau of Land Management and by a decree of a Court of Law and for that the corner points mentioned in lines 3, 4 and 5 above were in conformance with the rules of the Michigan Board of Land Surveyors or by a Decree of a Court of Law, established, re-established, monumented, recovered, found as expressed below:

NOTE: Not more than 2 corners, all in the same town and range, may be recorded on this certificate.

A. Description of original monument and accessories and/or subsequent restoration:

1. 02-04-1827: U. S. Public Land Survey Field Notes, Deputy Surveyor Musgrove Evans "set post, corner of Sections 4, 5, 6 & 9 from which B. Oak 22° S 30° E 47 links and W. Oak 200° N 28° E 14 links." The County Surveyor's copy of the U. S. Notes has a marginal note: S.E. Corner School House N59°W 165 ft. I find no mention of this corner in the County Surveyors Records.

2) Date Unknown: Old County Road Commission Corner Grid Sheet calls for "Pointed stone - axle shaft; SE Cor. Sch. Porch 59.00' N.W., Conc. Anch. Post 30.0° S., 30' Oak 87.67' WNW, Yew 58.72' N.,Power Pole 48.34' WSW"

3) 12-20-1971: Land Corner Recordation Certificate (Rec.6-26-72, L1-587), J. E. Stephens, P.S. 16053, states "An iron bolt was found in a monument box in the centerline of the section line road (Lake Lansing Road) and on a projection of an old fence north of the corner; witnessed by survey tags in three utility poles: N85°E52°W 108.25 feet, N37°54'W 53.23 feet, S82°12'W 176.20 feet."

(Continued on back)

B. Description of corner evidence found and/or method applied in restoring or reestablishing corner:

Found iron bolt in monument box 2.5' East of centerline Westbound Old Hwy, M-78/Business Route 1-69 as called for in Item 3 above. Accepted bolt in monument box as the best evidence of the location of this corner, replaced it with a standard Ingham County Remonumentation bar and cap.

C. Description of monument for corner and accessories established to perpetuate locating the position of the corner:

Set 3/4" smooth iron bar and 2-1/2" aluminum cap stamped "P. A. 345, 25832, Ingham County" in the monument box, and took the following witnesses:

Found nail and Stephens Engineering tag in South side Utility Pole N55°W 106.30 feet
Found nail and Stephens Engineering tag in Southwest side Utility Pole N40°W 53.35 feet
Found nail and tag #30087 in North side Utility Pole S80°W 184.33 feet
Found nail and tag #25832 in Southwest side Utility Pole S45°E 81.53 feet

P.A. 345 INGHAM COUNTY
PEER APPROVED 11/9/98

Date November 18, 1998

Signed by

Larry A. Bryan
Surveyor's Michigan License No. 25832

State of Michigan
LICENSED PROFESSIONAL SURVEYOR
No. 25832

FORM APPROVED BY MICHIGAN STATE BOARD OF PROFESSIONAL SURVEYORS, JAN. 30, 1971
REVISED MAY 14, 1976
REVISED JULY, 1980
REVISED OCT. 1886
E-3, T4N, R1W

Part A - Continued

4). 01-01-1972: County Road Commission Corner Grid Sheet calls for a monument box at this corner.

5). 10-08-1975: Certified Survey Map (Rec. 12-01-76, L2-P954), F. N. White, P.S. 12034 notes "SE Cor. Sec. 5, T4N, R1W (Libr 1, Pg. 587, I.C.R.)"

6). 12-20-1975: Certified Survey Map (Rec. 9-28-75, L3-542), F. N. White, P.S. 12034, notes "SE Cor. Sec. 5, T4N, R1W, (Libr 1, Pg. 587)."

7). 12-30-1975: Certified Survey Map (Rec. 12-01-76, L2-P951), F. N. White notes "SE Cor. Sec. 5, T4N, R1W, (Libr 1, Pg. 587)."

8). 03-09-1978: Certified Survey Map (Rec. 05-04-78, L3-P316), Ron Helset, P.S. 18994 notes "SE Cor. Sec. 5, T4N, R1W, (Libr 1, Pg. 587)."

9). 03-07-1979: Certified Survey Map (Rec. 06-27-79, L3-P905), Ron Helset notes "SE Cor. Sec. 5, T4N, R1W, (Libr 1, Pg. 587)."

10). 07-24-1980: Land Corner Recordation Certificate (Rec. 1-08-81, L5-134), H. L. Fluharty, P.S. 18223, states "Found spike in mon. box on E-W C/L of Lake Lansing Road & 2.5' E. of N-S C/L Southbound lanes; P.P. S15°E, 81.55', P.P. N38°W 53.20'."

11). 06-11-1961: Certified Survey Map (Rec. 07-29-81, L4-P345), F. N. White notes "SE Cor. Sec. 5, T4N, R1W, (Libr 1, Pg. 587)."

12). 03-14-1983: Certified Survey Maps (Rec. 8-09-83, L4-P743), J. A. Porter, P.S. 19003, shows this corner, but gives no monument description nor witnesses. He gives a distance of 2647.24 feet from E-3 to E-2.


15). 09-25-1997: Certified Survey Map (Rec. 06-30-98, L8-P254), T. L. Laakso, P.S. 30087 notes "Southeast Corner Section 5, T4N, R1W (E-3) recorded in Liber 6, P134. Found 1" iron in monument box. N65°E 128.14', Found nail and tag #25632, Northwest side guy pole for signals; S17°E 81.56', Found nail and shin, Southwest side guy pole for signals; S79°W 184.26', Set nail and tag #30087, North side power pole, N38°W 53.39', set nail and tag #30087, South side guy pole for signals".

LAND CORNER RECORDATION CERTIFICATE

For corners in

INGHAM COUNTY
Meridian Township

1. Public Land Survey
   Located In: T4N R1W
   Corner Code #: D3

2. Property Controlling
   in Section
   S T R

3. Miscellaneous
   Property in Sec.
   S T R

4. Lot No. Recorded Plat

5. Private Claims

I, Larry A. Bryan, a field survey on April 8, 1999, do hereby state that under requirements of Act 74, Michigan P.A. of 1970, the corner points mentioned in lines 1 and 2 above were in accordance with regulations and rules therefore as required in the current manual of survey instructions of the United States Department of the Interior, Bureau of Land Management or by a decree of a Court of Law and that the corner points mentioned in lines 3, 4 and 5 above were in accordance with the rules of the Michigan Board of Land Surveyors or by a Decree of a Court of Law, established, re-established, monumented, recovered, found as expressed below:

NOTE: Not more than 2 corners, all in the same town and range, may be recorded on this certificate.

A. Description of original monument and accessories and/or subsequent restoration:

1) 02-07-1827: U.S. Public Land Survey Field Notes; Deputy Surveyor Musgrove Evans "Set 1/4 Section Post at average distance from which a B. Ash 12" 560°E 28 links and Elm 6° N33°E 40 links".

2) 05-09-1848: Record of Surveys, Vol. 2, Page 65; County Surveyor Anson Jackson notes the U.S. bearing trees for this corner.

3) 05-11-1848: Record of Surveys, Vol. 2, Page 66; County Surveyor Anson Jackson again notes the U.S. bearing trees for this corner.

4) 06-29-1860: Record of Surveys, Vol. 3, Page 176; County Surveyor A.P. Drake calls for a stone and crockery at this corner.

(Continued on back)

B. Description of corner evidence found and/or method applied in restoring or reestablishing corner:

Found PK nail in center of Lake Lansing Road opposite tree lines North and South. Excavated 2" by 2" hole at location of PK nail. At 2' deep, found boat spike below PK nail in second asphalt pavement. At 2.5' deep, found 1" iron pipe somewhat bent with top about 0.5' West of PK nail; could not remove. At 3' deep, struck a third asphalt pavement. At 3.5' deep, struck clay. Accepted location of PK nail as the best evidence of the corner, based on the excavated evidence and existing witnesses. Replaced PK nail with standard Ingham County Remonumentation bar and cap.

C. Description of monument for corner and accessories established to perpetuate locating the position of the corner:

Set 3/4" smooth iron bar and 2-1/2" aluminum cap stamped "P.A. 345, 25832, Ingham County" in monument box and took the following witnesses:

Found nail and tag #16053 (J.E. Stephens) in West side 24" Walnut S24°E 30.62'
Found nail and tag #30087 in East side of the above 24" Walnut S27°E 30.90'
Found nail and tag #30087 in Northeast side Utility Pole S55°E 62.47'
Found PK nail in Northeast side of the above Utility Pole S55°E 62.33'
Found nail and tag #30087 in Northeast side 20" Twin Walnut S65°E 70.32'
Set nail and tag #25832 in Northwest side Utility Pole N40°E 39.07'
Set nail and tag #25832 in West side 30" Walnut North 102.35'

Signed by:

Surveyor's Michigan License No. 25832

Date 3-16-99

P.A. 345 INGHAM COUNTY
PEER APPROVED 6/16/99 RE
Part A - Continued

5). Date Unknown: Old County Road Commission Corner Grid Sheet calls for "1-1/2" iron pipe, stone, tile (1951); 14" Walnut 31.0' SE (OK-1999), 4" Walnut 33.5' NE (Gone-1999), 16" Walnut 33.46' NNE (Gone-1999), 14" Walnut 70.12' ESE (OK-1999).


8). 03-14-1955: Skyline Heights No. 2, Liber 18 of Plats, Page 24, C. K. Stephens again notes "South 1/4 post of Sec. 5, T4N, R1W."


10). 02-14-1961: Skyline Hills No. 1, Liber 23 of Plats, Page 30, C. K. Stephens again notes "South 1/4 post of Sec. 5, T4N, R1W."


16). 03-12-1976: Heritage Hills No. 4, Liber 33 of Plats, Page 28, W. A. Johnson, P.S. 14764 notes "North 1/4 post of Sec. 5, T4N, R1W."

17). 03-09-1978: Certified Survey Map (Rec. 05-04-78, L.-P318), Ron Helsel, P.S. 18994 notes "South 1/4 Corner Section 5, T4N, R1W, Liber 2, Pg. 219."


21). 10-01-1987: Certified Survey Map (Rec. 01-14-88, L5-P390), H. J. Hanes, P.S. 5260 notes "S. 1/4 Corner Sec. 5," He also shows a distance of 2708.63' from D-3 to E-3.

22). 09-25-1997: Certified Survey Map (Rec. 06-30-98, L2-P254), T. L. Laskso, P.S. 30067 notes "S. 1/4 Corner Section 5, T4N, R1W, D-3 recorded in Liber 6, Page 134. Found PK Nail in Lake Lansing Road centerline. N46°E 39.11', Found PK nail Southeast side utility pole (OK-1999); S87°E 70.28', Set nail and tag #30087 Northeast side 24" Walnut (OK-1999); S60°E 62.44', Set nail and tag #30087 Northeast side power pole (OK-1999); S30°E 30.89', Set nail and tag #30087 Northeast side 28" Walnut (OK-1999)."
THIS INDENTURE, Made this 10th day of September, A.D. 1959, between JOHN C. MACKIE as State Highway Commissioner of the State of Michigan, first party; and ELIJAH C. HASEL, a married man, 1700 Massachusetts, Lansing, Michigan, second party,

Witnesseth, That first party, for and in consideration of THREE THOUSAND TWO HUNDRED TWENTY-FIVE AND NO/100 ($3,225.00) DOLARS and other valuable consideration to him in hand paid by second party, receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell, remiss, release, alien and confirm unto second party, and the heirs and assigns thereof, forever, the certain parcel of land described as:

All that part of the following described land: Beginning at the Southeast corner of Section 5, T3N, R1W, Meridian Township, Ingham County, Michigan, thence North on the East line of said Section 5 a distance of 264 feet; thence West 217.5 feet; thence South 264 feet; thence East 217.5 feet; to the point of beginning.

Also, all that part of the Southwest 1/4 of the Southwest 1/4 of Section 5, T3N, R1W, Meridian Township, Ingham County, Michigan, described as: Beginning at a point 264 feet North of the Southwest corner of said Section 5; thence East 167 feet to the Westerly side of Highway M-78; thence Southwesterly along said Westerly boundary 273 feet to the West line of said Section 5; thence North on the West line of said Section 5 a distance of 217.5 feet to the point of beginning, which lies Northwesterly of a line described as beginning at a point in the centerline of Lake Lansing Road which is 200 feet Westerly of its intersection with the survey line of Highway M-78; thence Northeasterly to a point in the survey line of Highway M-78 which is 300 feet Northeasterly of its intersection with the centerline of Lake Lansing Road and a point of ending.

The Grantee in this conveyance, for himself and his heirs and assigns, expressly covenants that there shall be no right of ingress or egress to Highway M-78 over an area lying Southwesterly of a line described as: Beginning at a point in the centerline of Lake Lansing Road which is 200 feet Westerly of its intersection with the survey line of Highway M-78; thence Northeasterly to a point in the survey line of Highway M-78 which is 300 feet Northeasterly of its intersection with the centerline of Lake Lansing Road and a point of ending.

RECORDED
Oct 8, 1959

M. Byler, Register of Deeds of Ingham County, Michigan.
Subject to Easement to Consumers Power Company as described in Liber 41 of Miscellaneous Records on Page 597, Ingham County Records.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; to have and to hold the said premises, as hereby described, with the appurtenances, unto the second party, and to the heirs and assigns thereof forever, and first party, for himself and his successors in office, does covenant, grant, bargain and agree to and with second party, that he has not heretofore done, committed or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever, whereby the premises hereby granted, or any part thereof, is or shall or may be charged or encumbered in title, estate or otherwise howsoever; and that first party will warrant and defend the said granted premises, with the appurtenances, unto second party, the heirs and assigns thereof, forever, against the lawful claims and demands of all persons claiming by, from or under the first party but against no other person.

In Witness Whereof, first party has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of:

[Signature]

[Signature]

STATE OF MICHIGAN

COUNTY OF INGHAM

On this 1st day of September, A.D. 1956, before me personally appeared JOHN C. MACKIE to me known to be the same person described in and who executed the within instrument, who acknowledged
the above conveyance to be his free act and deed as State Highway Commissioner of the State of Michigan.

Notary Public - Ingham County, Michigan

Acting in Ingham County, Michigan.

My commission expires May 2, 1965.
Warranty Deed

A. White, a single man, of 6231 Heathfield Drive, East Lansing, Michigan, 48823 ("Grantor") conveys and warrants to South Whitemills Limited Partnership, a Michigan limited partnership, of 3210 Lake Lansing Road, East Lansing, Michigan 48823 ("Grantee") real property situated in Meridian Township, Ingham County, Michigan described as:

That part of the SE 1/4 of the SE 1/4 of Section 5, T4N, R1W, Meridian Township, Ingham County, Michigan, described as:

Parcel A: Beginning on the South line of Section 5, T4N, R1W, at a point 247.50 feet, N88°15'00"W of the SE corner of Section 5, T4N, R1W; thence N88°15'00"W, 16.12 feet on the South line of said Section 5; thence N00°33'50"E, 289.75 feet; thence Northeasterly, 99.88 feet on a curve to the right, said curve having a central angle of 19°16'09", a radius of 297.00 feet, and a long chord of 99.41 feet and bearing N10°11'54"E; thence Northerly 128.07 feet on a curve to the left, said curve having a central angle of 38°01'16", a radius of 193.00 feet, and a long chord of 125.74 feet, and bearing N00°49'21"E; thence S88°15'31"E, 250.16 feet to the East line of said Section 5; thence S00°58'56"W, 249.83 feet; thence N88°15'00"W, 247.50 feet; thence S00°58'56"W, 264.00 feet to the point of beginning. (Containing 1.56 acres) 330-02-05-476-0040A

Parcel C: Beginning on the South line of Section 5, T4N, R1W, at a point 329.64 feet, N88°15'00"W of the SE corner of Section 5, T4N, R1W; thence N88°15'00"W, 186.18 feet on the South line of said Section 5; thence N00°34'63"E, 43.01 feet; thence S88°15'00"E, 186.17 feet; thence S00°33'50"W, 43.01 feet to the point of beginning. (Containing 0.18 acres) 330-02-05-476-0040A

This document was prepared by and when returned to:
Douglas J. Austin - Fraser Trebilcock Davis & Foster, P.C.
1000 Michigan National Tower, Lansing, MI 48933 / Telephone: (517) 482-5800
Parcel D: Commencing at the SE corner of Section 5, T4N, R1W; thence S88°15′00″W, 515.82 feet on the South line of said Section 5, and N00°34′53″E, 43.01 feet to the point of beginning of the following described parcel: thence N00°34′53″E, 491.74 feet; thence S86°30′51″W, 104.00 feet; thence N01°51′05″E, 40.45 feet; thence N11°52′41″W, 151.94 feet; thence N89°30′13″W, 142.23 feet; thence N03°34′23″W, 276.73 feet; thence S89°43′26″E, 361.27 feet; thence S07°26′49″E, 8.95 feet; thence Southerly, 48.65 feet on a curve to the right, said curve having a central angle of 46°27′28″, a radius of 60.00 feet, and a long chord of 47.33 feet, and bearing S15°46′55″W; thence Southerly, 121.63 feet a curve to the left, said curve having a central angle of 92°54′56″, a radius of 75.00 feet, and a long chord of 108.73 feet, and bearing S07°26′49″E; thence Southeasterly, 48.65 feet on a curve to the right, said curve having a central angle of 46°27′28″, a radius of 60.00 feet, and a long chord of 47.33 feet, and bearing S30°40′33″E; thence S07°26′49″E, 106.76 feet; thence Southeasterly, 128.48 feet on a curve to the left, said curve having a central angle of 40°13′30″, a radius of 183.00 feet, and a long chord of 125.85 feet, and bearing S27°33′34″E; thence S47°40′19″E, 44.93 feet; thence Southeasterly, 149.63 feet on a curve to the right, said curve having a central angle of 67°30′18″, a radius of 127.00 feet, and a long chord of 141.12 feet, and bearing S13°55′10″E; thence Southerly, 122.08 feet on a curve to the left, said curve having a central angle of 19°16′09″, a radius of 363.00 feet, and a long chord of 121.51 feet, and bearing S00°33′50″W, 245.38 feet; thence N88°15′00″W, 186.17 feet to the point of beginning. (Containing 5.26 acres)

Roadway – For Ingress and Egress: Beginning on the South line of Section 5, T4N, R1W, at a point 263.62 feet, N88°15′00″W of the SE corner of Section 5, T4N, R1W; thence N88°15′00″W, 66.02 feet on the South line of said Section 5; thence N00°33′50″E, 288.39 feet; thence Northerly, 122.08 feet on a curve to the right, said curve having a central angle of 19°16′09″, a radius of 363.00 feet, and a long chord of 121.51 feet, and bearing N10°11′54″E; thence Northwesterly, 149.63 feet on a curve to the left, said curve having a central angle of 67°30′18″, a radius of 127.00 feet, and a long chord of 141.12 feet, and bearing N13°55′10″W; thence N47°40′19″W, 44.93 feet; thence Northwesterly, 128.48 feet on a curve to the right, said curve having a central angle of 40°13′30″, a radius of 183.00 feet, and a long chord of 125.85 feet, and bearing N27°33′34″W; thence N07°26′49″W, 106.76 feet; thence Northwesterly, 48.65 feet on a curve to the left, said curve having a
central angle of 48°27'28", a radius of 60.00 feet, and a along chord of 47.33 feet, and bearing N30°40'33"W; thence Northerly, 121.63 feet on a curve to the right, said curve having a central angle of 92°54'56", a radius of 75.00 feet, and a long chord of 108.73 feet, and bearing N07°26'49"W; thence Northeasterly, 48.65 feet on a curve to the left, said curve having a central angle of 46°27'28", a radius of 60.00 feet, and a long chord of 47.33 feet, and bearing N15°46'55"E; thence N07°26'49"W, 8.95 feet; thence S89°43'26"E, 66.60 feet; thence Southeasterly 48.65 feet on a curve to the left, said curve having a central angle of 46°27'28", a radius of 60.00 feet, and a long chord of 47.33 feet, and bearing S30°40'33"E; thence Southerly, 121.63 feet on a curve to the right, said curve having a central angle of 92°54'56", a radius of 75.00 feet, and a long chord of 108.73 feet, and bearing S07°26'49"E; thence Southwesterly, 48.65 feet on a curve to the left, said curve having a central angle of 46°27'28", a radius of 60.00 feet, and a long chord of 47.33 feet, and bearing S15°46'55"W; thence S07°26'49"E, 108.76 feet; thence Southeasterly, 82.14 feet on a curve to the left, said curve having a central angle of 40°13'30", a radius of 117.00 feet, and a long chord of 80.46 feet, and bearing S27°33'34"E; thence S47°40'19"E, 44.93 feet; thence Southeasterly 227.38 feet on a curve to the right, said curve having a central angle of 67°30'18", a radius of 193.00 feet, and a long chord of 214.46 feet, and bearing S13°55'08"E; thence Southerly, 99.88 feet on a curve to the left, said curve having a central angle of 19°16'09", a radius of 297.00 feet, and a long chord of 99.41 feet, and bearing S10°11'54"W; thence S00°33'50"W, 289.75 feet to the point of beginning. (Containing 1.79 acres)

That part of the Southeast 1/4 of Section 5, T4N, R1W, Meridian Township, Ingham County, Michigan, beginning at a point on the South Section line of said Section 5, N87°48'30"W 202.20 feet from the Southeast corner of Section 5; thence continuing N87°48'30"W 45.30 feet, along said Section line; thence N01°23'25"E 284.00 feet; thence S87°48'30"E 247.50 feet to the East line of Section 5; thence S01°23'24"W 143.57 feet along the East Section line, thence S 61°12'30"W 233.89 feet along a Clear Vision right-of-way line to the point of beginning.
TOGETHER WITH:

That part of the Southwest 1/4 of Section 4, T4N, R1W, Meridian Township, Ingham County, Michigan, beginning at a point on the West Section line of said Section 4, N01°23'24"E 120.43 feet from the Southwest corner of Section 4; thence continuing N01°23'24"E 143.57 feet, along the West line of Section 4; thence S 87°19'55"E 124.53 feet to the West right-of-way line of State Highway M-78, B.R. I-69; thence along said right-of-way line 171.66 feet along the arc of a curve to the right, said curve having a Delta angle of 01°44'15", a radius of 5659.65 feet and a long chord bearing and distance of S40°39'07"W 168.39 feet; thence S61°12'30"W 20.75 feet along a Clear Vision right-of-way line to the point of beginning

for the consideration of less than $100, and subject to easements and restrictions of record and the following restrictions, which Grantee acknowledges and accepts:

1. There shall be no platting of the Premises, or any part thereof, for five years after the date hereof;

2. There shall be no dwelling or structure of any kind constructed or placed on the Premises, or any part thereof, for five (5) years after the date hereof;

3. Restrictive covenants (which shall remain in effect until at least December 31, 2030) shall be imposed on the Premises prior to the sale of all or any portion of the Premises which shall provide for the following, at a minimum:

   (a) Minimum frontage of each lot at the front building line (as defined by ordinance) shall be 90 feet;

   (b) Minimum set-backs from lot lines for each dwelling shall be:
       front lot line: 30 feet
       side lot lines: 10 feet
       rear lot line: 40 feet

   (c) Minimum square footage of dwellings shall be:
       One-story: 2,000 square feet
       Two-story: 2,500 square feet
       One and one-half story: 2,500 square feet
       Tri-level: 2,500 square feet

4
(d) Minimum lot size for building purposes shall be 12,000 square feet

The foregoing restrictions shall run with the land. Any of the restrictions, or all of them, may be deleted or made less restrictive by Grantor or his Successor (as that term is hereinafter defined), by recording notice of the deletion or amendment with the Ingham County Register of Deeds. Grantor hereby reserves to himself the right, as well as grants to Whitehills Development Corporation, a Michigan corporation, and any other person(s) designated by Whitehills Development Corporation (individually and collectively referred to as "Successor") the authority, to join with Grantee at any time to amend any of the restrictions when Grantee's consent to the amendment would be necessary. Grantor's Successor may act at any time, irrespective of Grantor's ability or inability to act. The authority of Grantor's Successor to act shall survive Grantor's death.

Grantor conveys to Grantee all division rights of Grantors under the Michigan Land Division Act.

If the real estate conveyed by this deed is not a lot within a platted subdivision, Grantee should take into account that it may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act. This notice is given pursuant to Section 109 (4) of the land division act, being PA 288, 1967 as amended.

This transfer is exempt from real estate transfer taxes pursuant to the provisions of Section 5(a), Act No. 134, PA 1966 as amended, and Section 6(a), Act No. 330, PA 1993 as amended.

Executed December 27, 1999.

Witnesses:

Douglas J. Austin

Albert A. White

Judith A. Goudie
This instrument was acknowledged before me in Ingham County, Michigan this 27th day of December, 1999 by Albert A. White.

[Signature]

Douglas J. Austin, Notary Public
Ingham County, Michigan
My Commission Expires: April 23, 2002
Warranty Deed

A parcel of land in the Southeast 1/4 of Section 5 and the Southwest 1/4 of Section 4, T4N, R1W, Meridian Township, Ingham County, Michigan, the surveyed boundary of said parcel described as:

Commencing at the Southeast corner of said Section 5; thence N00°37'36"W along the West line of said Section 5 a distance of 976.65 feet to the point of beginning of this description; thence N00°37'36"W continuing along said West line 26.78 feet to the North line of a survey recorded Liber 3 of surveys, Page 542, Ingham County Records; thence S88°40'02"W along said North line 844.82 feet; thence N11°03'20"W 1.35 feet; thence S88°21'40"W 539.15 feet to the centerline of Park Lake Road; thence N01°30'23"W along said centerline 363.52 feet to the Southerly line of Whitehills Lakes No. 5 as recorded Liber 47 of Plats, Page 33. Ingham County Records; thence along the said Southerly line the following eight courses; N81°37'22"E 111.25 feet (recorded as N83°42'44"E 114.55 feet), Northeasterly 87.51 feet along a non-tangent curve to the left, said curve having a radius of 520.51 feet, a delta angle of 9°37'58" and a chord of 87.41 feet bearing N76°48'43"E (recorded as Northeasterly 87.44 feet along a curve to the left, said curve having a radius of 520.51 feet, a delta angle of 9°37'31", and a chord of 87.34 feet bearing N78°53'59"E), S24°58'06"E 102.03 feet (recorded as S23°02'44"E 102.08 feet), N88°21'01"E 54.72 feet (recorded as S33°34'37"E 54.82 feet), N72°09'55"E 189.89 feet (recorded as N74°10'19"E 190.00 feet), S35°36'02"E 49.33 feet (recorded as S33°33'37"W 49.29 feet), N54°26'26"E 264.53 feet (recorded as N56°25'23"E 264.58 feet), N37°39'18"E 345.60 feet.

This document was prepared by and when recorded return to:
Douglas J. Austin - Fraser Trebilcock Davis & Foster, P.C.
1000 Michigan National Tower, Lansing, MI 48933 / Telephone: (517) 482-5800
feet (recorded as N39°39'05"E 345.22 feet); thence N89°38'54"E 456.69 feet to the West line of said Section 5; thence N85°39'04"E 50.00 feet; thence S00°37'36"E parallel with said West line 750.00 feet; thence S89°39'04"W 50.00 feet to the point of beginning; said parcel containing 17.30 acres more or less; said parcel subject to right of way for Park Lake Road.

for the consideration of less than $100, and subject to easements and restrictions of record and the following restrictions, which Grantee acknowledges and accepts:

1. There shall be no platting of the Premises, or any part thereof, for five years after the date hereof;

2. There shall be no dwelling or structure of any kind constructed or placed on the Premises, or any part thereof, for five (5) years after the date hereof;

3. The Premises shall be used only for single family residential purposes through December 31, 2030;

4. Restrictive covenants (which shall remain in effect until at least December 31, 2030) shall be imposed on the Premises prior to the sale of all or any portion of the Premises which shall provide for the following, at a minimum:

   (a) Minimum frontage of each lot at the front building line (as defined by ordinance) shall be 90 feet;

   (b) Minimum set-backs from lot lines for each dwelling shall be:
       front lot line: 30 feet
       side lot lines: 10 feet
       rear lot line: 40 feet

   (c) Minimum square footage of dwellings shall be:
       One-story: 2,000 square feet
       Two-story: 2,500 square feet
       One and one-half story: 2,500 square feet
       Tri-level: 2,500 square feet

   (d) Minimum lot size for building purposes shall be 12,000 square feet
The foregoing restrictions shall run with the land. Any of the restrictions, or all of them, may be deleted or made less restrictive by Grantor or his Successor (as that term is hereinafter defined), by recording notice of the deletion or amendment with the Ingham County Register of Deeds. Grantor hereby reserves to himself the right, as well as grants to Whitehills Development Corporation, a Michigan corporation, and any other person(s) designated by Whitehills Development Corporation (individually and collectively referred to as "Successor") the authority, to join with Grantee at any time to amend any of the restrictions when Grantee's consent to the amendment would be necessary. Grantor's Successor may act at any time, irrespective of Grantor's ability or inability to act. The authority of Grantor's Successor to act shall survive Grantor's death.

Grantor conveys to Grantee all division rights of Grantors under the Michigan Land Division Act.

If the real estate conveyed by this deed is not a lot within a platted subdivision, Grantee should take into account that it may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act. This notice is given pursuant to Section 109 (4) of the land division act, being PA 288, 1967 as amended.

This transfer is exempt from real estate transfer taxes pursuant to the provisions of Section 5(a), Act No. 134, PA 1966 as amended, and Section 6(a), Act No. 330, PA 1993 as amended.

Executed December 27, 1999.

Witnesses:

Douglas J. Austin

Albert A. White

Judith A. Goudie
This instrument was acknowledged before me in Ingham County, Michigan this 27th day of December, 1999 by Albert A. White.

[Signature]

Douglas J. Austin, Notary Public
Ingham County, Michigan
My Commission Expires: April 23, 2002
TEMPORARY TURNAROUND EASEMENT FOR SOUTHRIDGE ROAD

For and in consideration of the improvement of Southridge Road a county highway and other valuable consideration, the receipt whereof is acknowledged, the undersigned;

South Whitehills Limited Partnership
P.O. Box 822
East Lansing, MI 48823

Hereby grant and convey to the Ingham County Road Commission a temporary easement for highway purposes. The temporary easement is described as follows:

SOUTHRIDGE ROAD TURN AROUND EASEMENT

An easement in the Southeast 1/4 of Section 5, T4N, R1W, Meridian Township, Ingham County, Michigan, described as: Commencing at the East 1/4 corner of said Section 5; thence S00°37'36"E along the East line of said Section 5 a distance of 920.35 feet to the South line of Whitehills Lakes No. 6 as recorded in Liber 53 of Plats, Pages 41-54, Ingham County Records; thence N89°38'34"E (recorded as S89°39'04"W) along said South line 50.00 feet to the West line of The Cove at Whitehills Lake, as recorded in Ingham County Condominium Subdivision Plan No. 151, Liber 3072, Page 246, Ingham County Records; thence S00°37'36"E along said West line 646.71 feet; thence N87°24'47"W 164.48 feet; thence N48°27'40"W 29.73 feet to the point of beginning of this description; thence S16°10'15"W 67.47 feet; thence S73°49'45"E 30.00 feet; thence S16°10'15"W 30.00 feet; thence N73°49'45"W 30.00 feet; thence S16°10'15"W 30.00 feet; thence N73°49'45"W 30.00 feet; thence N16°10'15"E 80.00 feet; thence N48°27'40"W 56.16 feet; said easement containing 0.09 acre more or less; said easement subject to all other easements and restrictions if any.

This conveyance includes a release of any and all claims to damages to grantors' adjoining property, arising from or incidental to the laying out, establishing, altering, widening, change of grade, drainage within the right-of-way, and improving of the highway in, over, and upon the land hereby granted. This conveyance also includes the consent of the grantors to the removal at any time of such trees, shrubs and vegetation as, in the judgment of the Ingham County Road Commission, is necessary to the construction and maintenance of the highway, further notice of such removal being hereby expressly waived; provided that all desirable trees, shrubs and vegetation which do not interfere with the construction, maintenance or use of the highway, are to be preserved and shall not be removed or disturbed; and provided further, that all timber, logs, and parts of trees suitable for firewood resulting from removal of any trees shall be reserved for the grantors.
The grantors covenant and agree for themselves, their heirs, executors, administrators, successors and assigns, that no bill board, sign board or advertising devise, other than those advertising articles produced or sold on the premises, shall be erected, permitted, or maintained in or upon the remaining lands and premises now owned by the grantors immediately adjoining the lands herein conveyed, and within a distance of three hundred feet from the highway centerline, measured at right angles to said line. This covenant is hereby declared to be a perpetual covenant and shall be construed as a real covenant attached to and running with the land.

This temporary easement shall be terminated at the time Southridge Road is extended.

Dated: 7/13/07

South Whitehills Limited Partnership
By: Gilbert M. White
Its: President

STATE OF MICHIGAN)

COUNTY OF INGHAM)

On this 13th day of July, 2007, before me, a Notary Public in and for said County, personally appeared Gilbert M. White, President of the above named Limited Partnership, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be his free act and deed.

Sharon Baker
Notary Public

County, Michigan

Acting in the County of Ingham, State of Michigan
My commission expires: 7-13-11

Drafted By:
Keith Baker
KEBS, Inc.
2116 Haslett Road
Haslett, MI 48840

After recording, please return to: Ingham County Road Commission
301 Bush St., P.O. Box 38
Mason, MI 48854
RELEASE OF RIGHT-OF-WAY

Timber Meadows South Drain

For and in consideration of prospective benefits to be derived by reason of the establishing and maintaining of a certain Drain under the supervision of the County Drain Commissioner of the County of Ingham and State of Michigan, as hereinafter described,

South Whitshills LP
A Michigan Limited Partnership
P.O. Box 822
East Lansing, Michigan 48823

does hereby convey and release to the Timber Meadows South Drain Drainage District the Right-of-Way for a certain Drain, hereinafter more particularly designated and described, over and across a portion of the following lands owned by him and situated in the Township of Meridian, County and State aforesaid, which lands owned are described as follows:

A Subdivision of part of the Southeast ¼ of Section 5, and the Southwest ¼ of Section 4, T4N, R1W, Meridian Township, Ingham County, Michigan, described as: Commencing at the Southeast corner of said Section 5; thence N80°50'03"W along the South line of said Section 5 a distance of 515.82 feet; thence N01°00'33"W 534.69 feet; thence S84°55'25"W 104.00 feet; thence N00°15'39"E 40.45 feet; thence N13°23'47"W 151.69 feet; thence S88°59'45"W 142.45 feet; thence N11°09'28"W 276.73 feet to the Point of Beginning of this description; thence S88°41'31"W 535.46 feet; thence N02°13'19"W 306.43 feet; thence Northwesterly 53.99 feet along a curve to the left, said curve having a radius of 716.22 feet, a delta angle of 04°18'07" a chord of 53.97 feet bearing N03°31'43"W to the Southerly right of way of Whitehills Lakes Estates No.5 as recorded in Liber 47 of Plats, Pages 33 and 34, Ingham County Records; thence along said South line the following 2 courses: N81°39'02"E 117.21 feet, Northeasterly 87.53 feet along a curve to the left, said curve having a radius of 520.51 feet, a delta angle of 9°38'07", and a chord of 87.43 feet bearing N76°46'33"E; thence continuing along said curve 127.34 feet
having a radius of 520.51 feet, a delta angle of 14°01'02", and a chord of 127.02 feet bearing N64°56'58"E; thence N58°09'09"E 81.14 feet; thence S35°34'39"E 159.74 feet; thence along said South line the following 3 courses: S35°30'27"E 49.30 feet, N54°25'00"E 284.68 feet and N37°40'26"E 345.29 feet to the South line of Whitehills Lakes Estates No.6 as recorded in Liber 53 of Plats, Pages 41 through 54, Ingham County Records; thence N89°35'19"E along said South line 506.91 feet to the Northwest corner of The Cove at Whitehills Lakes Condominium, part of Subdivision Plan 151, recorded in Liber 3072, Page 246; thence along the Westerly line of said Condominium thence S00°37'36"E 644.67 feet; thence N88°20'12"W 110.76 feet; thence S14°44'23"W 130.24 feet; thence S15°28'50"W 40.06 feet; thence S01°20'07"E 87.07 thence N66°50'53"W 46.63 feet; thence S89°24'31"W 96.33 feet; thence S65°48'07"W 26.16 feet; thence N10°58'21"W 129.55 feet; thence S82°34'53"W 135.65 feet; thence N60°29'01"W 119.60 feet; thence S53°26'53"W 115.70 feet; thence N68°26'27"W 141.95 feet; thence S88°41'31"W 62.42 feet to the Point of Beginning containing 18.38 acres more or less.

The Right-of-Way or Easement is conveyed over that land described as follows:

**Detention/Outlet Easement**
A parcel in the Southeast ¼ of Section 5, and the Southwest ¼ of Section 4, T4N, R1W, Meridian Township, Ingham County, Michigan, described as: Commencing N00°37'36"W 1726.60 feet; thence S89°35'19"W 309.88 feet from the Southeast corner of said Section 5 to the true point of beginning of the detention outlet easement: thence S00°29'07"W 263.87 feet; thence S70°51'05"W 345.52 feet; thence S09°23'09"E 141.41 feet; thence S80°36'51"W 45.77 feet; thence Northwesterly 130.42 feet along a curve to the right, said curve having a radius of 117.00 feet, a delta angle of 63°51'57" a chord of 123.77 feet bearing N76°27'11"W; thence S51°53'03"W 3.00 feet; thence N35°36'47"W 87.36 feet; thence N54°25'00"E 284.68 feet; thence N37°40'26"E 345.29 feet; thence N89°35'19"E 146.38 feet to the point of beginning.

**Rain Garden Easement**
A parcel in the Southeast ¼ of Section 5, and the Southwest ¼ of Section 4, T4N, R1W, Meridian Township, Ingham County, Michigan, described as: Commencing N34°54'38"W 1488.77 feet from the Southeast corner of said Section 5 to the northerly most corner of Lot 13; thence S39°45'21"E 55.00 feet; thence S50°14'21"W 45.00 feet; thence N39°45'21"W 55.00 feet; thence N50°14'21"E 45.00 feet to the point of beginning.
Branch A of the Timber Meadows South Drain

An easement being 10 feet each side of the following description:
Commencing at DMH#5 on the South branch; thence S26°58'44"W 22.30 feet to CB#5A; thence S02°51'52"W 165.46 feet; thence N79°55'41"E 382.70 feet; thence N19°08'55"W 163.16 feet to CB#4A; thence N33°35'38"W 20.39 feet to DMH#4 on the Timber Meadows South Drain and the Point of Ending.

This conveyance is based upon the above-described line of route and shall be deemed to include the extreme width of said Drain as shown in the survey thereof, to which survey reference is hereby made for a more particular description, and includes a release of all claims to damages in any way arising from or incident to the opening and maintaining of said Drain across said premises; and also the feet of ground on either side of the center line of said Drain, for the construction thereof; and shall be deemed a sufficient conveyance to vest in the Drainage District an easement in said lands for the uses and purposes of drainage together with such rights of entry upon, passage over, deposit of excavated earth and storage of material and equipment on such lands, as may be necessary or useful for the construction, maintenance, improvement, cleaning out and repair of such drain.
South Whitehills LP

[Signature]
Gilbert White, Managing Partner

STATE OF MICHIGAN)
) ss.
COUNTY OF INGHAM

On this 19th day of Jui-y, 2007, before me, a Notary Public, personally appeared Gilbert White, Managing Partner, SOUTH WHITEHILLS LP, who acknowledged the foregoing instrument to be his free act and deed.

[Signature]
Kathy Palmer, Notary Public

State of MICHIGAN, County of INGHAM
My commission expires: 05/31/2008
Acting in the County of INGHAM

DRAFTED BY, RETURN TO:
Ingham County Drain Commissioner
707 Buhl Avenue
Mason, MI 48854
TERMINATION

of

"ROADWAY FOR INGRESS AND EGRESS"

This Termination of Roadway For Ingress and Egress is made this 27th day of February 2018 by Signature Land Development Corporation, a Michigan corporation, of 1188 East Paris Avenue, Suite 100, Grand Rapids, Michigan 49546, concerning the land situated in Meridian Township, Ingham County, State of Michigan, and described on the attached "Exhibit A".

RECITALS

A. A Warranty Deed, dated December 27, 1999, and recorded January 13, 2000, in Liber 2837, page 68, Office of the Register of Deeds, Meridian County, Michigan created certain covenants and other provisions including a "Roadway For Ingress and Egress" as described on the attached Exhibit A.

B. Signature Land Development Corporation is the current owner of the land. There is no other owner who benefits from or is burdened by the The Roadway For Ingress and Egress.

C. Signature Land Development Corporation, being the sole owner of the land, desires to terminate the Roadway For Ingress and Egress.

NOW, THEREFORE, Signature Land Development Corporation, does hereby declare that the Roadway for Ingress and Egress as described on the attached Exhibit A is hereby terminated.

SIGNATURE LAND DEVELOPMENT CORPORATION

By

Michael R. McGraw

Its: Vice-President

STATE OF MICHIGAN )
ss.
COUNTY OF KENT )

This instrument was acknowledged before me the 27th day of February 2018 by Michael R. McGraw, Vice-President, Signature Land Development Corporation, a Michigan corporation, on behalf of the corporation.

KATHLEEN M. ADAMS
Notary Public, State of Michigan
County of Kent
My Commission Expires Apr. 7, 2020
Acting in the County of Kent

Kathleen M. Adams
Notary Public, Kent County, Michigan
My commission expires:

Drafted by and after recording return to:
Kathleen M. Adams
1188 East Paris Ave, Ste 100
Grand Rapids MI 49546
Roadway – For Ingress and Egress: Beginning on the South line of Section 5, T4N, R1W, at a point 263.62 feet, N88°15'00"W of the SE corner of Section 5, T4N, R1W; thence N88°15'00"W, 66.02 feet on the South line of said Section 5; thence N00°33'50"E, 288.39 feet; thence Northerly, 122.08 feet on a curve to the right, said curve having a central angle of 19°16'09", a radius of 363.00 feet, and a long chord of 121.51 feet, and bearing N10°11'54"E; thence Northwesterly, 149.63 feet on a curve to the left, said curve having a central angle of 67°30'18", a radius of 127.00 feet, and a long chord of 141.12 feet, and bearing N13°55'10"W; thence N47°40'19"W, 44.93 feet; thence Northwesterly, 128.48 feet on a curve to the right, said curve having a central angle of 40°13'30", a radius of 183.00 feet, and a long chord of 125.85 feet, and bearing N7°33'34"W; thence N07°26'49"W, 106.76 feet; thence Northwesterly, 48.65 feet on a curve to the left, said curve having a central angle of 46°27'28", a radius of 60.00 feet, and a long chord of 47.33 feet, and bearing N30°40'33"W; thence Northerly, 121.63 feet on a curve to the right, said curve having a central angle of 92°54'56", a radius of 75.00 feet, and a long chord of 108.73 feet, and bearing N07°26'49"W; thence Northeasterly, 48.65 feet on a curve to the left, said curve having a central angle of 46°27'28", a radius of 60.00 feet, and a long chord of 47.33 feet, and bearing S10°30'55"W; thence Southerly, 121.63 feet on a curve to the right, said curve having a central angle of 92°54'56", a radius of 75.00 feet, and a long chord of 108.73 feet, and bearing S07°26'49"E; thence Southwesterly, 48.65 feet on a curve to the left, said curve having a central angle of 46°27'28", a radius of 60.00 feet, and a long chord of 47.33 feet, and bearing S15°46'55"W; thence S07°26'49"E, 106.76 feet; thence Southeasterly, 82.14 feet on a curve to the left, said curve having a central angle of 40°13'30", a radius of 117.00 feet, and a long chord of 80.46 feet, and bearing S27°33'34"E; thence S47°40'19"E, 44.93 feet; thence Southeasterly 227.38 feet on a curve to the right, said curve having a central angle of 67°30'18", a radius of 193.00 feet, and a long chord of 214.46 feet, and bearing S13°55'08"E; thence Southerly, 99.88 feet on a curve to the left, said curve having a central angle of 19°16'09", a radius of 297.00 feet, and a long chord of 99.41 feet, and bearing S10°11'54"W; thence S00°33'60"W, 289.75 feet to the point of beginning. (Containing 1.79 acres)
Declaration of Restrictions for
Whitehills Lakes South No. 2

This Declaration of Restrictions made on February 27, 2018 by Signature Land Development Corporation, a Michigan corporation, of 1188 East Paris Ave., Suite 100, Grand Rapids, Michigan 49546 ("Declarant"), pertaining to the plat of Whitehills Lakes South No. 2, a subdivision in Meridian Township, Ingham County, Michigan, as recorded on ________________, 2018, in Instrument No. ____________ of Plats, Pages __________, Ingham County Records.

WHEREAS, Signature Land Development Corporation is owner of Whitehills Lakes South No. 2 and desires to establish certain land and building and use restrictions as hereinafter set forth for the common benefit of all owners of lots within Whitehills Lakes South No. 2; and

NOW, THEREFORE, Declarant hereby declares and establishes the following covenants, conditions, restrictions, easements, reservations, powers, obligations and agreements on the pages following upon all lands within Whitehills Lakes South No. 2 and upon all present and future owners and occupants of such lands.
Definitions

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

1. "Declarant" means Signature Land Development Corporation, a Michigan corporation, its successor and assigns.

2. "Original Declarant" means Whitehills Development Corporation, the developer of the Prior Plats.

3. "Plat" means the plat of Whitehills Lakes South No. 2, a subdivision located in Meridian Township, Ingham County, Michigan, as recorded on __________, 2018 in Instrument No. __________, Ingham County Records.


5. "Contiguous Lands" means any land and water surfaces within a parcel bordered on the South by Lake Lansing Road, on the Southeast by Temporary I-69 (commonly known as Saginaw Highway), on the East by Newton; Nichols Road, on the North by Coleman Road, and on the West by Park Lake Road, all such land being within the West 1/2 of Section 4 and the East 1/2 of Section 5, T4N, R2W, Meridian Township, Ingham County, Michigan and the SE 1/4 of Section 32 and the SW 1/4 of Section 33, T5N, R1W, Bath Township, Clinton County, Michigan, except the plat of Whitehills Lakes North which is within the SE 1/4 of
Section 32 and the SW 1/4 of Section 33, T5N, R1 W, Bath Township, Clinton County, Michigan.

6. "Homeowners' Association" means the Michigan non-profit corporation known as "Whitehills Lakes Homeowners' Association," which is a membership corporation established by the original Declarant at the time of establishment of the First Plat.

7. "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.

8. "Parks" means Pine Hollow Lake Park, Island Lake Park, Timber Meadow Park, Meadow Wood Park, Pine Hollow Lake Park North. Tennis Park, Meadow Wood Park West, Marsh Island Park, Timber Meadow Park South, Southgate Park, Ridgepond Park, Meadow Wood, Park North, Timber Meadow Park East, Pine Hollow Lake Park East, Cove Creek Park, South Ridge Park East and South Ridge Park West in the prior plats and Southridge Park South in Whitehills Lake South No. 2.

9. "Common Property" means the common areas parks and common facilities and equipment within the Plat and within the Prior Plats, including any other property, facility, apparatus or equipment hereafter designated by Declarant to be common property or accepted by the Homeowners' Association as common property.

10. "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 and other items as detailed in these Restrictions.
11. "Cost of Maintenance" means all costs associated with maintaining property, including but not limited to, costs of insurance, taxes., utilities, upkeep, repair management and replacement.

12. "Contiguous Plat" means any plat which abuts any portion of the Plat or the Prior Plats and any plat within the Contiguous Lands which abuts such abutting plat.

13. "Lower Level" means finished floor space below the top of the foundation.

14. "Administrating Party" means either Declarant or the Homeowners' Association, depending on which person has the right under these Restrictions to administer the particular provision of the Restrictions in which the term "Administrating Party" is used.
Policy Statement

The Plat is the eighteenth plat being a part of a multi-plat development of lands within the Contiguous Lands. The Prior Plats were developed by Whitehills Development Corporation, the “Original Declarant”. This Declaration of Restrictions for Whitehills Lakes South No. 2 does not amend any of the provisions in the prior plat declarations, or change the obligations of the lot owners or Homeowner’s Association in the prior plats. The intention of this Declaration is to include Whitehills Lakes South No. 2 in the Homeowner’s Association, to summarize the relationship of the plat with the prior plats and set forth specific Building and Occupancy restrictions for Whitehills Lake South No. 2.

Article I. - Administration of Restrictions

Declarant hereby retains all approval and other rights under these Restrictions for all matters relating to the construction of the initial dwelling and associated improvements and landscaping on each lot in the Plat. It is the intention of Declarant to turn over this retained administrative authority to the Homeowners’ Association once all new construction in the Plat has been completed. All administrative authority under these Restrictions not reserved to Declarant as stated above is the province of the Homeowners’ Association.

Once development of the Contiguous Lands is completed, or substantially completed, Declarant intends to transfer administration of all 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 and assignees of Declarant shall automatically accede to rights of Declarant under these restrictions.

Should an owner of any lot within the Plat violate any of these Restrictions, or a restriction applicable to the overall Homeowner's Association, Declarant and the Homeowners' Association, respectfully, shall have the right to undertake correction of the violation and the costs and legal fees incurred by Declarant and the Homeowners' Association, respectfully, in doing so shall be immediately due and, if not paid, Declarant and the Homeowners' Association, respectfully, may impose a lien on the owner's lot until paid and which may be foreclosed in the manner of the foreclosure of a mortgage under the statutes of Michigan.

Article II. - Variances, Determinations and Approvals

As to the construction of the initial dwelling and associated improvements and landscaping on each lot in the Plat, Declarant shall have the right to grant a variance from any of these restrictions to the owner of the 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.

As to subsequent construction on a lot in the Plat, the Homeowners' Association shall have the right to grant a variance from any of these restrictions to the owner of the lot if, in its sole discretion, 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.

All determinations, approvals and variances, whether from Declarant or the Homeowners' Association, 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 Homeowners' Association to any other similar or identical variance, approval or determination, and no action or inaction of Declarant or the Homeowners' Association shall be deemed a waiver of any of their lights hereunder.

**Article III. - Architectural Control**

No building shall be erected, located or altered under construction 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, as to the initial construction of the dwelling on the lot, and by the Homeowners' Association as to subsequent construction on the lot.

The Architectural Prints shall be submitted to the Administrating Party, who shall have sixty (60) days following submission to either approve or reject them. If the Administrating Party does not approve or reject within the sixty (60) day period, they shall be deemed approved. If the Administrating Party rejects all or any portion of the Architectural Prints, the owner shall resubmit them or portions of them, and the Administrating Party shall have sixty (60) days after resubmission within which to accept or reject. Failure of the Administrating Party to accept or reject shall be deemed acceptance.

The extent of discretion reserved to the Administrating Party in approving and rejecting Architectural prints is broad and will cover not only matters treated elsewhere in these restrictions, but other matters deemed by the Administrating Party 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.

Eastbrook Homes, Inc. is the designated builder for the Plat. The Architectural Prints of Eastbrook Homes have been approved by the Declarant and need not be submitted for each house individually.

No existing building shall be modified to any extent including, but not limited to, exterior colors upon any premises within the Plat unless and until the Architectural features of the proposed building modification as revealed by the Architectural Prints and or specifications have been approved by the Homeowners' Association.

Article IV. - Landscape Control

The initial landscaping, associated with new home construction, shall be the responsibility of the initial home owner and completed by a professional landscaper. Underground irrigation systems are required. To the extent that proposed landscaping, hedges, trees or other plantings are customary and typical of similar landscaping in the prior plats, the owner is not required to submit landscape plans for approval.

If the landscape plan contains any unusual features, the landscape plans shall be submitted to Declarant, who shall have sixty (60) days following submission to either approve or reject them. If Declarant does not approve or reject within the sixty (60) 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 sixty (60) 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 on the lot, 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, the lot shall be landscaped to standards determined by Declarant to be minimally acceptable 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, although a landscape plan shall be submitted and approved prior to occupancy.

No existing Landscaping shall be altered or removed, or planting beds or Landscaping, landscape structures planted, created, altered or removed on any previously occupied lot within the Plat until Landscape Plans have been submitted to and approved by the Homeowners' Association, with the exception of annual and perennial flowers which may be planted at the discretion of the lot owner. The approval process shall be the same as that described above for approval of the initial landscaping.

**Article V. - Pre-Construction Meeting, Cessation of Construction, Removal of Unapproved Construction, Progress and Completion of Construction**

Prior to the commencement of construction of any dwelling on any lot, the owner(s) of the lot and contractor retained by the owner(s) to construct the dwelling, shall meet with Declarant to review Declarant's requirements for construction based upon the various provisions of these restrictions relating to construction. The purpose of this meeting is to avoid any construction which violates the provisions of these restrictions or approvals given by or required to be obtained from Declarant under these restrictions. If at any time any construction on a lot violates any provision of these restrictions or any approval given by or required to be obtained from Declarant under these restrictions, Declarant may require that all or any part of the construction cease for as long as necessary to remove or otherwise remedy the violation. and, upon failure of the owner(s) and/or
contractor to cease construction and to begin and continuously proceed to remedy the violation, the owner(s) shall be responsible to Declarant in liquidated damages in an amount equal to $250.00 for each day the violation continues, which amount, if not paid, together with all legal fees and costs incurred in enforcing the provisions of this Article, shall be a lien on the lot and subject to foreclosure in the manner provided for foreclosure of mortgages in Michigan.

Landscaping, sidewalk construction, and the construction, reconstruction and exterior remodeling of any structure on any lot shall proceed in a timely and workmanlike manner.

All landscaping, sidewalk construction and construction, reconstruction and exterior remodeling of any structure on any lot shall be completed according to the construction plans which the building permit was issued by Charter Township of Meridian, and as those may be amended from time to time, and according to construction plans approved by Declarant (or the Homeowners' Association when administration of these Restrictions for such matters has been turned over by Declarant to the Homeowners' Association).

The lot owner shall protect against the erosion of soil from the lot into the street or elsewhere off the lot during construction by use of silt fencing or other erosion control techniques approved by Declarant.

**Article VI. - Type of Use**

Only detached single family residential buildings shall be built in the Plat and once built, shall only be used for such purpose, except that Declarant reserves the right to maintain or permit a sales model within the Plat until the last lot is sold.

**Article VII. - Building Size**

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

- Ranch-style house - at least 2,000 square feet of ground floor space.
1 1/2 story house - at least a minimum of 2,800 square feet.

2 story house - at least a minimum of 2,800 square feet.

It is anticipated that Declarant may grant a variance from the minimum square footage requirement for any house pursuant to Article II of these Restrictions. The Homeowners' Association may not grant any variance from these provisions.

**Article VIII. - 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 determined by ordinances of the Charter Township of Meridian for all lots.

**Article IX. - Garages**

Each house constructed within the Plat shall have an attached garage, containing a minimum of 400 square feet of floor area.

**Article X. - Parking Areas and Driveways**

Outside parking areas other than driveways shall be permitted only upon the approval of Declarant. All driveways shall be constructed of concrete unless otherwise approved by Declarant.

**Article XI. - Outbuildings and Outdoor Recreational Equipment**

Subject to provisions of the following paragraph, no playhouse, treehouse, tool house, 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 XII. - Decks, Hedges, Walls and Fences

No decks, hedges, walls or fences shall be permitted on any lot within the Plat unless approved as to height, location, material, color and design by Declarant. It is Declarant's intent, in part, to maintain harmonious fence designs within the Plat and areas contiguous to the Plat. In no event shall any hedge, wall, or fence taller than four (4) feet be permitted within ten (10) feet of any property line. Any fence taller than four (4) feet shall be screened or buffered with vegetation as determined by Declarant. The vegetation shall be planted between the fence and the lot line closest to the fence. The Homeowners' Association shall administer this Article for all previously occupied lots within the Plat.

Article XIII. - Sidewalks

The owners of Lots 14-16, 22-30 and 32-34, shall, at their expense, construct sidewalks in the street right-of-way abutting their lots. In all cases, the sidewalks shall be constructed to specifications and at locations prescribed by Declarant and the Township. In all cases, construction shall be completed by the date of occupancy of the dwelling or as soon as weather permits, if the house is complete during the months of November-May.

Article XIV. - Swimming Pools and Tennis Courts

No swimming pool shall be constructed on any lot within the Plat without plans therefore 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 courts 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 XV. - 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 XVI. - 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 Meridian Charter 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. The cost of installation, maintenance, and the periodic services for such lighting if Common property shall be paid through Common Assessments. If such lighting becomes public property, the periodic service charges rendered by the Township through taxation or assessment shall be borne by the individual lot owners within the assessment district established by the Township.

**Article XVII. – Subdivision of Platted Lot**

No lot shall be subdivided without the prior written approval of Declarant in compliance with MCL 560.263, being §263 of Act 288, P.A. 1967.

**Article XVIII. - Herbicide and Fertilizer Control**

The water quality of lakes within Contiguous Lands is of prime importance to the owners of lands within the Plat and the Prior Plats and any Future Plat which contain these lakes
or other lakes connected to these lakes. Therefore, the Homeowners' Association has the right to regulate the type and extent of fertilizers and herbicides used by lot owners within the Plat, as well as the time for application of the same. This right is sufficiently broad to require that all or some of the lots be fertilized by an independent contractor retained by the Homeowners Association, with the costs of the same to be charged prorate to affected lots on a benefit basis, or to suspend the use of fertilizers or herbicides at certain intervals or for extended periods of time.

**Article XIX. - 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.

**Article XX - 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 Prior Plats. Declarant 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, the cost of which shall be reimbursed to Declarant from the Common Assessment portion of the Homeowners' Association Fund. Notwithstanding the foregoing, it shall be the obligation of every lot owner to prevent accumulations of rubbish and debris on the lot at all times. During any construction activity on a lot, the owner of the lot shall keep and maintain the lot in a sightly condition consistent with the high standards of the development.
Article XXI. - Grading, Excavating and Erosion Control

The rough grading of each lot within the Plat will have been established by Declarant. 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.

To ensure that undue erosion of soil into wetlands does not occur, Declarant reserves the right to regulate and limit construction activity on any lot within the Plat and to require seeding or other soil retention measures.

Article XXII. – Animals

No wildlife, livestock or poultry shall be kept or permitted on any lot in the Plat. Domestic animals may be kept on any lot as follows: no more than two (2) dogs; no more than three (3) cats; and no more than four (4) dogs and cats combined. The foregoing limitations on the number of dogs and cats does not apply to the newborn young of dogs and cats otherwise permitted. Domestic animals other than dogs and cats may be kept on any lot, provided that they are kept exclusively indoors. In no case shall outdoor kennels, pens or runs be maintained for any animal unless approved by Declarant or the Homeowners' Association, including location on the lot.

Article XXIII. – 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) Billboards or signs of any type, except signs erected by Declarant or its assigns in connection with the sales effort for the Plat;

(b) Outdoor tanks for storage of fuel;

(c) Outdoor receptacles for ashes, garbage or refuse;

(d) Burning of garbage, refuse, brush or leaves;

(e) 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;

(f) Exterior television antennae, satellite dish communication devices greater than 36 inches in diameter, tower receiver or transmitting devices, and satellite dish communication devices 36 inches or less in diameter which are visible from any point on a public street within 200 feet of the device; unless permitted by federal law;

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

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

(i) Outdoor clotheslines;

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

(k) 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;

(l) Windmills;

(m) Airborne vehicles of any type;
(n) 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; and

(o) Female poplar (or cottonwood) or box elder trees.

Article XXIV. - Homeowners' Association

The original Declarant, Whitehill Development Corporation, 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 are available from the Homeowners' Association. Upon purchasing a lot within the Plat, the lot owner shall become a member of the corporation. Each lot owner shall be entitled to vote and required to pay dues and or maintenance fees in accordance with the terms of the Articles of Incorporation and Bylaws, and these Restrictions. If Declarant transfers a lot to an associated entity, association fees will not be assessed to the lot. The intent is for association fees to commence when the lot is transferred to an entity or individual who intends to occupy the completed home.

The original Declarant reserved 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 XXV. - Use of Parks

A. Purpose of Parks. All of the Parks (as that term is defined in the Definition portions of these Restrictions), other than Tennis Park, have been established primarily for storm drainage, wetland control and aesthetic purposes, and incidentally for recreational purposes. Use of the Parks is limited and controlled by the Homeowner’s Association to insure
that the primary purposes of the Parks are maintained. All Parks are private and are solely for the use and benefit of specific plats subject to all restrictions on use as set forth in the Restrictions for Prior Plats and as administered by the Homeowner’s Association.

B. **Encumbrances on Parks.** Certain portions of the Parks are, and at all times will be, encumbered by the following easements which are superior to the interests of owners of lots within the Plat to use the Parks for recreational purposes:

1. Conservation Easements in favor of the Michigan Department of Natural Resources or the Michigan Department of Environmental Quality.

2. Floodplain Restrictions in favor of Michigan Department of Natural Resources.

3. Easements in favor of the Ingham County Drain Commissioner.


5. Easements in favor of the Clinton County Drain Commissioner for drainage purposes.

C. **Use of Meadow, Wood Park North, Timber Meadow Park South, Southgate Park, Meadow Wood Park, Timber Meadow Park East, South Ridge Park East, and South Ridge Park West.** Use of Meadow Wood Park North, Timber Meadow Park, Timber Meadow Park South, Southgate Park, Meadow Wood Park, Timber Meadow Park East, South Ridge Park East, and South Ridge Park West is available to: (i) the Homeowners' Association; and (ii) owners of lots in this Plat and the Prior Plats. Use of these parks shall not be subject to permit and is limited to activities which do not interfere with, damage, destroy the nature preserve
and wetland character of the parks.

D. **Use of Island Lake Park, Pine Hollow Lake Park, Pine Hollow Lake Park North, Pine Hollow Lake, Pine Hollow Lake Park East, Cove Creek Park and Cove Creek.** Use of Island Lake Park, Pine Hollow Lake Park, Pine Hollow Lake Park North, Pine Hollow Lake, Pine Hollow Lake Park East, Cove Creek Park and Cove Creek ("the Lake Parks") is available to: (i) the Homeowners' Association; (ii) lot owners in the Prior Plats and any Future Plat whose lots abut one of the lakes in the Lake Parks; and (iii) owners of lots in the Prior Plats, this Plat and any Future Plat whose lots do not about one of the lakes in the Lake Parks, as determined by the Homeowners' Association. Use of the Lake Parks, by all lot owners, other than the Homeowners' Association for maintenance and administrative purposes, shall be by permit only, under permit procedures and with permit fees established by the Homeowners' Association and subject to rules and regulations established from time to time by the Homeowners' Association, and subject to the following restrictions. and others herein imposed:

1. **Use by Owners in this Plat.** Owners of lots in this Plat may use the Lake Parks, but only upon permit granted by the Homeowners' Association.

2. **Access.** Access to the Lake Parks by owners of lots in this Plat who have been granted permits shall be only at the boat launch facility between Lots 13 and 14 in the First Plat or from the north side of Pine Hollow Drive into Cove Creek Park. Access at both locations shall be limited to the launching of a boat, fishing from the dock or shore, or for pedestrian access to the lakes in the Lake Parks when the lakes are frozen. There shall be no swimming or any other activity not mentioned in the preceding sentence at either access location.

3. **The Island in Island Lake Park.** The island in Island Lake Park as designated has been established primarily for aesthetic purposes, to be maintained with
vegetation. The only area of the island to be used for recreational purposes shall be the beach at
the southern tip of the island, during daylight hours, for swimming, fishing, picnicking and
temporary beaching of boats. Those using the island shall keep the beach free from debris and
at all times respect the rights of others to use the same area, and refrain from activities that
would be a nuisance to owners of the lots. There shall be no fires, hunting, camping, hiking,
skiing or sledding on the island.

(4) Use of Lakes. The lakes shall be used only during daylight hours and only
for swimming, fishing (but not ice fishing), boating (but not ice sailing), and ice skating. Only
the following boats are permitted: rowboats, paddleboats, sailboats, canoes, inflatable rafts, and
any boat powered by an electric motor of 5 horsepower or less. The Homeowners' Association
has the right to operate any motorized boat for maintenance purposes.

E. Use of Meadow Wood Park West and Meadow Wood Lake. Other than the use
of Meadow Wood Lake, the use of Meadow Wood Park West is available, without permit, to: (i)
the Homeowners' Association; and (ii) owners of lots in this Plat and the Prior Plats; but such use
in all cases is limited to activities which do not interfere with, damage, or destroy the nature
preserve and wetland character of the park.

Use of Meadow Wood Lake is available, with permit, to: (i) the Homeowners'
Association; (ii) owners of Lots 31 and 32 in the First Plat; (iii) owners of Lot 15 in the Fourth
Plat; and (iv) the owners of Lot 102 in the Fifth Plat. Access to Meadow Wood Lake shall be
from the owners' lot and use of the lake shall be subject to the same requirements and
limitations imposed under Paragraph D(4) of this Article for the Lake Parks. Docks meeting the
requirements of Paragraph I of Article XXIX of the Declaration of Restrictions for the Fifth
Plat are permitted.
F. **Use of Marsh Island Park and Marsh Island Lake.** Other than the use of Marsh Island Lake, the use of Marsh Island Park is available, without permit, to: (i) the Homeowners' Association; (ii) owners of lots in this Plat and the Prior Plats; and (iii) owners of lots in any Future Plat, as determined by Declarant, but such use in all cases is limited to activities which do not interfere with, damage, or destroy the nature preserve and wetland character of the park.

Use of Marsh Island Lake is available, with permit, to: (i) the Homeowners' Association; (ii) owners of Lots 33 through 35 in the First Plat; and (iii) owners of Lots 88 and 96 through 101 in the Fifth Plat. Access to Marsh Island Lake shall be from the owners' lot and use of the lake shall be subject to the same requirements and limitations imposed under Paragraph D(4) of this Article for the Lake Parks. No docks shall be permitted in Marsh Island Lake.

G. **Use of Tennis Park.** The use of the proposal Tennis Park is available to: (i) the Homeowners' Association; and (ii) all owners of lots in this Plat and the Prior Plats.

H. **Use of Ridgepond Park and Ridgepond.** The use of Ridgepond Park and Ridgepond is available, with permit, to: (i) the Homeowners' Association; (ii) owners of lots in the Eighth Plat, Ninth Plat and the Eleventh Plat whose lots abut Ridgepond Park; and (iii) owners of lots in any Plat whose lots abut Ridgepond Park. Access to Ridgepond shall be from the owners' lot and use of the lake shall be subject to the same requirements and limitations imposed under Paragraph D(4) of this Article, for the Lake Parks. No docks shall be permitted in Ridgepond.

The use of Ridgepond Park and Ridgepond is also available, with a permit, to: (i) owners of lots in this Plat and Prior Plats whose lots do not about Ridgepond Park; as determined by the Homeowners' Association. but such use in all cases is limited to activities which do not interfere
with, damage, or destroy the nature preserve and wetland character of the park.

For use of Ridgepond Park and Ridgepond by permit, use is on the following basis:

(i) Access to Ridgepond Park shall only be through the park entrance which is between Lot 54 of the Eighth Plat and Lot 65 of the Ninth Plat on the south side of Pine Hollow Drive.

(ii) Use of the park is limited to the portion of the park lying north of the north shore line of Ridgepond.

(iii) Access to, and use of, Ridgepond shall only be from the north shoreline and is limited to fishing from the shoreline and ice-skating. No boats shall be used on Ridgepond except by owners whose lots abut Ridgepond.

I. **Permits.** Permits shall be issued by the Homeowners' Association annually and the Homeowners' Association reserves the right to limit the number of permits. All permits shall be issued for such duration and for such limited purposes as the Homeowners' Association may determine. Permit fees shall be retained by the Homeowners' Association. Permits may be revoked or suspended for violations of these restrictions or for violation of rules and regulations established from time to time, under procedures established by the Homeowners' Association.

J. **Restrictions by Homeowners' Association on All Parks.** The Homeowners' Association shall have the right to restrict the use of any of the Parks from time to time for any purpose, including water and wetland control and water and wetland vegetation maintenance, and shall have the right to chemically treat and alter the level of bodies of water as necessary for these purposes.
Article XXVI. - Ownership and Maintenance of Common Property

Ownership of the Common Property shall be vested in the Homeowners' Association, which is responsible for maintaining the Common Property (which includes insuring the Homeowners' Association against claims for personal injury and property damage related to or arising out its ownership of the Common Property and payment of property taxes on the Common Property). The costs of maintenance shall be borne by owners of lots within this Plat and the Prior Plats, and as any Future Plat is developed, the costs of maintenance shall be spread among lot owners of this Plat, the Prior Plats, and such Future Plat. Costs of maintenance under this Article shall be paid and assessed under assessment procedures and formulas established by the Homeowner's Association.

Article XXVII - Assessment Procedures

A. 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.

B. 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. This amount, together with costs of collection (including the fee for recording the lien and the Homeowners' Association's actual attorney fees and costs incurred in establishing and enforcing the lien) 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 Ingham 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.

C. Assessments shall commence with the calendar year following the recording of these restrictions.

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

E. Homeowners' Association shall be entitled to reimburse itself or hired vendor for reasonable costs of administration and accounting of matters covered by this Article from monies in the Homeowners' Association Fund. The Homeowners' Association shall also be entitled to use up to 10%, of Common Assessments assessed in any calendar year for institutional advertising for the Plat and other plats in Contiguous Lands.

F. Notwithstanding other provisions in this Declaration of Restrictions to the contrary, costs of maintenance to be assessed under this Article shall not be assessed to owners of lots in any Future Plat unless the restrictive covenants for the Future Plat clearly establish the obligation of owners of lots in those plats to pay a portion of the costs of maintenance.

Article XXVIII - Common Property Maintenance Fund

The Homeowners' Association has established the Homeowners' Association Fund for the maintenance of the Common Property.

Contributions to the Homeowners' Association Fund shall be made by each lot owner within this Plat and the Prior Plats.

The Homeowners' Association shall account annually to all lot owners for receipts and expenditures from the Homeowners' Association Fund, and shall make the books and records of this fund available for inspection at reasonable times upon request.
At all times the books and records of the Homeowners' Association Fund shall reflect separate accounts for the Common Assessments and the Individual Assessments, although monies received from one assessment may be commingled with monies received from one assessment may be commingled with monies received from the other assessment.

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 XXIX. - Preservation of Natural Character of the Plat**

Following completion of construction, the following shall apply:

* if the lot owner desires to remove vegetation, including planted vegetation, written approval for the removal shall be obtained from the Homeowners' Association.

* all dead trees shall be promptly removed.

* diseased trees shall be removed only with the prior written consent of the Homeowners' Association.

Because of the importance of trees in preserving the natural beauty and other aesthetic features of the Plat, Declarant, or the Homeowners' Association, (after completion) as the case may be, may assess the owner of a lot a fine of up to $1,000 for each tree removed in violation of the provisions of this Declaration of Restrictions. The amount of the time and the date by which it is to be paid shall be specified by written notice mailed or delivered to the lot owner. The fine shall become a lien on the lot until paid. The fine shall be used to repair as much as reasonably possible, the damage done on account of the tree removal. If the party imposing the fine determines, in its sole discretion, that it is in the best interest of the owners of lots in the Plat to replace the tree, the owner who has been fined hereby grants that party, its agents and
contractors, the right to enter the lot for purposes of planting the tree(s), and maintaining them until established. If any fine assessed under the provisions of this Article is not paid when due, in addition to other remedies, the party imposing the fine shall be entitled to file a notice of the lien with the Ingham County Register of Deeds, and foreclose the lien in the manner for the foreclosure of mortgages in the State of Michigan.

To preserve as much as possible the natural wooded and topographical character of land within the Plat, Declarant will establish the grade, elevation and location of houses, garages, driveways, patios and other improvements to be built on each Lot. The exercise of these rights, which Declarant specifically reserves, may necessitate variations of set backs and house size requirements on one or more lots within the Plat, as determined by Declarant in its sole discretion.

**Article XXX. -Easements**

Easements are hereby created and reserved within the Plat. Easements are granted as shown on the Plat for the construction and perpetual operation and maintenance of pipe, conduits, poles, wires and fixtures for electric lights, telephone, storm sewer 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.

All easements reserved and created by Declarant in this Article shall be perpetual, and shall entitle Declarant and any public authority or private enterprise to enter upon lots encumbered by the easements to construct and maintain the facilities permitted by the terms of the easements, and shall include the right to remove or trim trees and other vegetation, remove
driveways and fences and other structures as necessary for such maintenance.

Declarant reserves the right to create such easements in the future as Declarant deems appropriate and necessary for the proper development and continued prosperity of the Plat and Contiguous Lands, PROVIDED, HOWEVER, as to any lot upon which construction has commenced Declarant shall not create or impose any easement which would be closer to any existing building or structure than five (5) feet.

Article XXXI. - Signs

The only signs permitted in the Plat shall be "for sale" and "sold" signs, as follows:

(a) The owner of each lot in the Plat shall be entitled to place a "for sale" sign on the lot, advertising the lot for sale. The size shall be the typical size used by real estate brokers in residential communities.

(b) Declarant reserves the right to place a "sold" sign on each lot in the Plat sold by Declarant until such time as a dwelling is constructed on the lot, and occupied.

(c) Declarant reserves the right to place a "for sale" sign on each lot owned by Declarant, for as long as the lot is owned by Declarant.

(d) For as long as Declarant owns any lot in the Plat, Declarant reserves the right to place a sign in the Plat promoting the sale of lots in the Plat, generally, or the sale of one or more specific lots in the Plat.

Article XXXII. - Amendments

These restrictions may be amended by Declarant at any time until it transfers all of its rights under these Restrictions to the Homeowners’ Association. Thereafter, these restrictions may be amended by the Homeowners' Association as then constituted, by at least two-thirds (2/3) of the voting members of the Homeowners' Association executing and recording with the Ingham 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 under these Restrictions, or any rights or obligations of any person under the easements identified herein.

**Article XXXIII. - Partial Invalidity**

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

**Article XXXIV. - 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) as to the matters over which Declarant has retained administrative authority, and by the Homeowners' Association as to all matters over which it has been granted administrative rights. Included herein is the right to undertake correction of any violation. The costs, including legal fees, 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 Ingham County Register of Deeds. The lien may be foreclosed in the manner of the foreclosure of a mortgage under the statutes of Michigan.
Signature Land Development Corporation
a Michigan corporation

By: Michael R. McGraw
Its VicePresident

STATE OF MICHIGAN
COUNTY OF KENT

This instrument was acknowledged before me in Kent County, Michigan on February 27, 2018 by Michael R. McGraw, the Vice President of Signature Land Development Corporation, a Michigan corporation, on behalf of the corporation.

Kathleen M. Adams
Notary Public, Kent County, Michigan
My Commission Expires: 04/07/2020
Acting in the County of Kent

Prepared by: Kathleen M. Adams
Signature Land Development Corporation
1188 East Paris Ave., Suite 100
Grand Rapids, MI 49546
Michigan Department of Energy, Labor & Economic Growth

Filing Endorsement

This is to Certify that the ARTICLES OF INCORPORATION - PROFIT

for

SIGNATURE LAND DEVELOPMENT CORPORATION

ID NUMBER: 02889T

received by facsimile transmission on June 29, 2010 is hereby endorsed

Filed on June 29, 2010 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 29TH day of June, 2010.

Director
Signature Land Development
1188 East Paris Ave SE - Suite 100
Grand Rapids MI 49546

Pay: Four hundred five dollars and no cents

TO: State of Michigan
    Lansing, MI 48901

February 27, 2018

Check No.: 6148

$ 405.00

Signature Land Development
1188 East Paris Ave SE - Suite 100
Grand Rapids MI 49546

Pay: Thirty dollars and no cents

TO: Ingham County Reg of Deeds
    341 South Jefferson
    PO Box 195
    Mason, MI 48854

February 27, 2018

Check No.: 6146

$ 30.00

Signature Land Development
1188 East Paris Ave SE - Suite 100
Grand Rapids MI 49546

Pay: Thirty dollars and no cents

TO: Ingham County Reg of Deeds
    341 South Jefferson
    PO Box 195
    Mason, MI 48854

September 20, 2017

Check No.: 5809

$ 30.00