

**Declaration of Restrictions for Everett Farms No. 5**

This Declaration of Restrictions made this 3rd day of June, 1993, by George G. White Trust No. 2 of 2390 Haslett Road, East Lansing, Michigan 48823, pertaining to the plat of Everett Farms No. 5, being a subdivision of part of the Northwest ¼ of Section 9, T4N, R1W, Meridian Township, Ingham County, Michigan, as recorded in Liber 48 Pages 26 Ingham County Records.

**WHEREAS**, Declarant is owner of Everett Farms No. 5; and

**WHEREAS**, Declarant desires all lands within Everett Farms No. 5 to be subject to certain land and building use restrictions as hereinafter set forth for the common benefits of all owners of lots within Everett Farms No. 5;

**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 Everett Farms No. 5 and upon all present and future owners and occupants of such lands.

Prepared by:

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RECORDED

AUG 11 4 54 PM '93

REGISTER OF DEEDS  
*Paul J. [Signature]*  
INGHAM COUNTY, MICH.



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## Definitions

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

1. **"Declarant"** means George G. White Trust No. 2, its successors and assigns.
2. **"Plat"** means Everett Farms No. 5, being a subdivision of part of the Northwest  $\frac{1}{4}$  of Section 9, T4N, R1W, Meridian Township, Ingham County, Michigan according to the plat thereof recorded in Liber 48, Pages 26, Ingham County Records.
3. **"First Plat"** means Everett Woods, being a subdivision of part of the West  $\frac{1}{2}$  of Section 9, T4N, R1W, Meridian Township, Ingham County, Michigan, according to the plat thereof recorded in Liber 43, Pages 50-51, Ingham County Records.
4. **"Second Plat"** means the plat of "Everett Farms," being a subdivision of part of the West  $\frac{1}{2}$  of Section 9, T4N, R1W, Meridian Township, Ingham County, Michigan, according to the plat thereof recorded in Liber 44, Pages 49-50, Ingham County Records.
5. **"Third Plat"** means the plat of Everett Farms No. 2, being a subdivision of part of the West  $\frac{1}{2}$  of Section 9, T4N, R1W, Meridian Township, Ingham County, Michigan, according to the plat thereof recorded in Liber 45, Pages 39-40, Ingham County Records.
6. **"Fourth Plat"** means the plat of Everett Farms No. 3, being a subdivision of part of the Northwest  $\frac{1}{4}$  of Section 9, T4N, R1W, Meridian Township, Ingham County, Michigan according to the plat thereof recorded in Liber 46, Pages 1-2, Ingham County Records.
7. **"Fifth Plat"** means the plat of Everett Farms No. 4, being a subdivision of part of the Northwest  $\frac{1}{4}$  of Section 9, T4N, R1W, Meridian Township, Ingham County, Michigan according to the plat thereof recorded in Liber 47, Pages 6 and 7, Ingham County Records.
8. **"Prior Plats"** means the First Plat, Second Plat, Third Plat, Fourth Plat and Fifth Plat.
9. **"Contiguous Lands"** means any land within a parcel described as:

Commencing at the  $\frac{1}{8}$  corner said corner being distant N 88 Degrees 19'55" W 1324 feet from the N  $\frac{1}{4}$  corner of Section 9, T4N, R1W, Meridian Township, Ingham County, Michigan; thence S 02 Degrees 07'31" W along the W  $\frac{1}{8}$  line 220.00 feet, thence S 88 Degrees 19'55" E 540.58 feet, thence

S 01 Degrees 55'27" W 338.20 feet, thence S 88 Degrees 19'55" E 156.00 feet, thence S 01 Degrees 55'27" W along the East line of the West 42 acres of the E ½ of the NW ¼ Section 9, 2089.44 feet to a point on the North line of Smith's Subdivision, thence N 88 Degrees 16'43" W along said North line 1175.50 feet to a point, said point being S 88 Degrees 16'43" E 850.00 feet from the W ¼ corner said Section 9, thence N 02 Degrees 01'55" E 1984.76 feet, thence N 88 Degrees 16'43" W 92.33 feet, thence N 02 Degrees 01'55" E 462.27 feet, thence S 88 Degrees 19'55" E 200.00 feet, thence N 02 Degrees 01'55" E 200.00 feet to a point on the North line of said Section 9, thence S 88 Degrees 19'55" E along said North line 367.30 feet to the point of beginning.

Also, beginning at a point on the North-South ¼ line of Section 9, T4N, R1W, Meridian Township, Ingham County, Michigan, that is 780 feet South of the North ¼ post of said Section 9, thence South on said ¼ line 279 feet; thence West 627 feet; thence North 749 feet to a point that is 310 feet South of the North line of said Section 9; thence East 244.5 feet; thence South 563 feet; thence East 66 feet; thence North 93 feet; thence East 316.5 feet to the point of beginning; EXCEPT therefrom a parcel of land described as follows: Commencing at a point 382.5 feet West and 740 feet South of the North ¼ post of said Section 9; thence West 244.5 feet; thence South 100 feet; thence East 244.5 feet; thence North 100 feet to the point of beginning.

Also, beginning at a point on the North-South ¼ line of Section 9, T4N, R1W, Meridian Township, Ingham County, Michigan, that is 1059 feet South of the North ¼ post of said Section 9, thence South on said ¼ line 591 feet to a point that is 100 rods South of the North ¼ post of said Section 9; thence West 627 feet; thence North 591 feet; thence East 627 feet to the point of beginning.

10. **"Homeowners' Association"** means the Michigan non-profit corporation known as "Everett Farms Homeowners' Association," which is a membership corporation established by Declarant at the time of establishment of the First Plat.

11. **"Architectural Control Committee"** means the Committee of the Homeowners' Association established by Bylaws of the Homeowners' Association to implement and approve the architectural control provisions under Article III of these restrictions and similar restrictions for the Prior Plats.

12. **"Architectural Prints"** means:

- (a) a detailed architectural drawing of the exterior design, including roof pitch of a dwelling and the location, size, design and number of garage doors, decks, porches, patios, breezeways, driveways and any buildings to be detached from the residence,
- (b) complete building plans,
- (c) complete specifications covering the type and quality of interior and exterior (including foundation) materials and color of exterior walls, trim, porches, patios, breezeways, decks and roofs, and
- (d) a plot plan showing the first floor elevation of all buildings and appurtenances and the location of all buildings and appurtenances relative to the lot lines.

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

14. **"Landscape Plans"** means:

- (a) a drawing showing the location of all Landscaping and the configuration of planting beds relative to the location of structures and the boundaries of the lot, and
- (b) specifications detailing and identifying the genus, species and size of all plants shown on the drawing, and the design of all landscape structures and the type, quality and color of all materials to be used in the construction thereof.

15. **"Common Property"** means the following common areas and common facilities and equipment within the First Plat, the Third Plat and this Plat (and the common areas and common facilities in any other plat created by Declarant or its successors or assigns in Contiguous Lands unless designated by such person not to be Common Property subject to these restrictions) :

- (a) The parks as depicted on the First Plat;
- (b) The entrance sign at Haslett Road and Westminster Way in the First Plat;
- (c) The entrance sign at Lake Lansing Road and Everett Lane in the Third Plat and the cul-de-sac in Dickens Way in the Third Plat;
- (d) The park as depicted in this Plat;
- (e) Landscape improvements installed by Declarant; and
- (f) Any other property hereafter designated by Declarant to be Common Property, subject to the restrictions of Article XXX.



16. **"Common Property Maintenance Fund"** means a bank account established by Declarant to which monies will be deposited to pay for costs of maintenance of the Common Property.

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

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

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

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

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

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

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

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

## Policy Statement

The Plat is the sixth plat of what Declarant anticipates will be a multi-plat development of lands within the Contiguous Lands. However, each lot owner within the Plat purchases the lot with the understanding that Declarant makes and has made no representations or assurances that any portion or all of the Contiguous Lands will be developed other than this Plat and the Prior Plats. Because of (a) the inter-relationship between wetlands within the Plat and other wetlands lying outside of the Plat, (b) the continuing requirements of wetland mitigation imposed by the Michigan Department of Natural Resources on wetlands within and outside of the Plat, (c) the interlocking of wetlands within and outside of the Plat as a part of the Ingham County drainage system, (d) the present uncertainty of how and to what extent Contiguous Lands will be developed, (e) the present uncertainty of the extent to which, if any, wetlands within and outside of the Plat will be used by residents in a manner that taxes the aesthetic features of the wetlands, (f) the desire of Declarant to maintain the Plat in an aesthetically pleasing and high-grade manner for protection of all lot owners within the Plat, balancing the interests of all lot owners, and (g) other considerations of Declarant, Declarant has intentionally reserved in this Declaration of Restrictions broad powers to direct and control the development and use of lands within the Plat, and the relationship of lands within the Plat to lands outside of the Plat, including the power to freely amend these restrictions. It is the intention of Declarant that any ambiguity about the extent of Declarant's authority in this regard be construed and resolved in favor of Declarant, and each lot owner, in purchasing a lot, hereby contractually agrees to such principle.

## **Article I**

### **Administration of Restrictions**

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

## **Article II**

### **Variances, Determinations and Approvals**

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

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

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

The granting of any variance or approval, or the making of any determination shall not be construed as a precedent binding Declarant or the Architectural Control Committee to any other

similar or identical variance, approval or determination, and no action or inaction of Declarant or the Architectural Control Committee shall be deemed a waiver of any of their rights hereunder.

### **Article III**

#### **Architectural Control**

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

The Architectural Prints shall be submitted to Declarant, who shall have forty-five (45) days following submission to either approve or reject them. If Declarant does not approve or reject within the forty-five (45) day period, they shall be deemed approved. If Declarant rejects all or any portion of the Architectural Prints, the owner shall resubmit them or portions of them, and Declarant shall have forty-five (45) days after resubmission within which to accept or reject. Failure of Declarant to accept or reject shall be deemed acceptance.

The extent of discretion reserved to Declarant in approving and rejecting Architectural Prints is broad and will cover not only matters treated elsewhere in these restrictions, but other matters deemed by Declarant to be appropriate from time-to-time, including considerations that are aesthetic and subjective, to assure a proper mix, coordination and blending of house design, exterior material and color treatments, and placements of houses on lots within the Plat, and to maintain height and view control. In the case of all corner lots, Declarant will determine the location of houses and garages.

### **Article IV**

#### **Landscape Control**

All landscaping shall be installed according to approved Landscape Plans. No Landscaping shall be installed until the Landscape Plans have been approved. If approval of the Architectural Prints by Declarant in any way involves specific Landscaping being installed, the Landscape Plans shall be submitted to Declarant at the time of submission of the Architectural Prints, and

shall be approved in conjunction therewith. In all other cases, the lot owner shall submit the Landscape Plans to Declarant when the owner determines appropriate. Declarant shall have forty five (45) days following submission to either approve or reject them. If Declarant does not approve or reject within the forty five (45) 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 forty five (45) days after resubmission within which to accept or reject. Failure of Declarant to accept or reject shall be deemed acceptance.

The extent of discretion reserved to Declarant in approving and rejecting Landscape Plans is broad and will cover not only matters treated elsewhere in these restrictions, but other matters deemed by Declarant to be appropriate from time to time, including considerations that are aesthetic and subjective, to assure the completeness of the Landscaping, height and view control, uniformity of design between the building on the lot and the Landscaping, and a proper mix, coordination and blending of Landscaping within the Plat.

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

## Article V

### Trees

It is the intention of Declarant, for the benefit of all owners of lots within the Plat, to maintain as many trees as possible in the Plat. Accordingly, except as follows, no tree currently existing or hereafter planted shall be cut without the consent of Declarant: (a) Trees which are diseased shall be treated, if practicable, or removed by the lot owner. (b) Dead trees, trees damaged by the elements, female poplar (or cottonwood) and boxelder trees shall be cut and removed by the lot owner.

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

Current regulations of the Ingham County Road Commission require that any new tree planted within the road right-of-way be a minimum of fifteen (15) feet behind the curb.

## **Article VI**

### **Occupancy**

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

complete the same as required in Article IV and obtain inspection from Declarant in the manner established for inspection of the house and appurtenances.

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

## **Article VII**

### **Type of Use**

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

## **Article VIII**

### **Frontage**

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

## **Article IX**

### **Minimum Lot Area**

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

## **Article X**

### **Building Site**

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

- (a) 1-story dwellings: 1600 square feet;
- (b) 1½-story dwellings: 1250 square feet on the first floor; and
- (c) 2-story dwellings: 2000 square feet, with at least 1200 square feet on the first floor.

Declarant reserves the right to permit lower minimum requirements or to impose higher minimum requirements on any lot, not to exceed, however, a 15% variance from the minimums stated above.

## **Article XI**

### **Building Setback**

The minimum setbacks of houses (including garages, porches, decks, patios, greenhouses, eaves, bays and chimneys) from the front, side and rear lot lines shall be those established by Meridian Township.

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

## **Article XII**

### **Building Heights**

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



**Article XIII**

**Exterior Walls**

The exterior front wall(s), and at least one (1) of the side exterior walls or the back exterior wall(s) of each dwelling, as well as the entire exposed foundation of the dwelling, shall be of brick, other approved masonry construction, or wood. This minimum may be reduced or eliminated by Declarant for dwellings of exceptional design and quality.

**Article XIV**

**Garages and Carports**

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

**Article XV**

**Parking Areas**

Unless otherwise approved by Declarant, outside parking areas other than driveways shall be permitted only upon the approval of Declarant and shall be landscaped and located no closer than six (6) feet from side lot lines, forty (40) feet from front lot lines and fifty (50) feet from rear lot lines. No front yard parking areas shall be used for the parking of more than two (2) cars. Outside parking areas shall be constructed of either concrete or asphalt. No colored, tinted, painted, sculptured, patterned or textured concrete shall be installed without Declarant's prior approval.

**Article XVI**

**Driveways**

Unless otherwise approved by Declarant, the location of all driveways within the Plat shall be approved by Declarant and shall be located no closer than six (6) feet from side lot lines.

All driveways shall be constructed of either concrete or asphalt. No colored, tinted, painted, sculptured, patterned or textured concrete shall be installed without Declarant's prior approval.

## **Article XVII**

### **Outbuildings and Outdoor Recreational Equipment**

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

## **Article XVIII**

### **Decks and Fences**

No decks, hedges, walls or fences shall be permitted on any lot within the Plat unless approved as to height, location, material and design by Declarant.

## **Article XIX**

### **Sidewalks**

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

## **Article XX**

### **Swimming Pools and Tennis Courts**

No swimming pool shall be constructed on any lot within the Plat without plans therefor having been approved by Declarant. The plans shall include size, design, location, fencing (or other enclosure) and lighting. Approval or rejection of plans shall be governed by the procedure for approval or rejection of Architectural Prints under Article III. In no event shall a swimming pool be located within fifteen (15) feet of any adjoining lot, nor shall any such facility be used in a manner to constitute a nuisance to owners of lots within the Plat. On account of view considerations, tennis and other types of courts shall be prohibited without the consent of Declarant, and any consent shall be subject to approval by Declarant of size, design, location, fencing and lighting.

## **Article XXI**

### **External Energy Systems**

No solar collector or any other device or equipment erected either on the exterior of a dwelling or detached therefrom and designed for the production of energy for heating or cooling or for any other purpose shall be permitted without approval from Declarant.

## **Article XXII**

### **Outdoor Lighting**

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

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

## **Article XXIII**

### **Subdivision of Platted Lot**

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

## **Article XXIV**

### **Damaged or Destroyed Buildings**

Any building or other structure on any lot in the Plat which may be damaged or destroyed by fire, windstorm or from any other cause, shall be repaired, rebuilt, or torn down and all debris removed and the lot restored to a sightly condition with reasonable promptness. Declarant may enter on any premises where an excavation, foundation, or uncompleted building or other structure has been left without substantial and continuing building progress for more than three (3) months and cause such excavation or foundation to be filled or removed, or such uncompleted building or other structure to be demolished.

## **Article XXV**

### **Appearance of Lots and Buildings**

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

## **Article XXVI**

### **Grading, Excavating and Construction**

The rough grading of each lot within the Plat will have been established by Declarant by the time of the initial sale of the lot. Finished grading shall not be altered substantially

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

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

As a condition of commencing construction on any lot, the Owner of the lot shall deposit with Declarant a minimum cash deposit of \$500.00 ("Deposit") as security for Clean-up and Repair Costs (as defined in paragraph 18, page vii) incurred by Declarant relative to construction activity by the lot Owner, and the Owner's contractor and subcontractors within the Plat and Contiguous Lands. Declarant may require a larger deposit.

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

## Article XXVII

### Nuisances

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

- (a) The keeping of wildlife, livestock or poultry;
- (b) The keeping of any domestic animals by the owner of any lot in the Plat other than: (i) animals which are kept exclusively indoors; (ii) no more than two dogs; and (iii) no more than two cats. In no case shall outdoor kennels, pens or runs be maintained for any animal unless approved by Declarant, including location on the lot;
- (c) Billboards or signs of any type, except one (1) sign advertising the sale of a lot, and one (1) political sign, although Declarant reserves the right to install and maintain promotional signs and displays within the Plat during development;
- (d) Outdoor tanks for storage of fuel;
- (e) Outdoor receptacles for ashes, garbage or refuse;
- (f) Burning of garbage, refuse, brush or leaves;
- (g) The parking or storing of commercial vehicles, campers, trailers, motor homes, boats, snowmobiles, or other recreational devices or vehicles unless placed wholly within an enclosed garage or other outbuilding approved by Declarant;
- (h) Exterior television antennae, satellite dish receiver antennae, tower receiver antennae, or communications transmitting or receiving devices of any type;
- (i) On-site exploration or drilling of oil or gas;
- (j) On-site exploration or removal of sand, gravel or other subsurface minerals;
- (k) Outdoor clotheslines;
- (l) Uncovered metal chimneys;
- (m) Vegetable gardens in the front or side yards, or any vegetable garden exceeding 300 square feet;

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

(o) Windmills;

(p) Airborne vehicles of any type;

(q) Camping;

(r) Unstacked firewood;

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

(t) A home business which causes excessive vehicular traffic in the Plat or which is conducted at a time of day or night or in a manner which causes a disturbance or annoyance to residents in the Plat.

## Article XXVIII

### Homeowners' Association

Declarant has established the Homeowners' Association. Copies of the Articles of Incorporation and Bylaws of the corporation, which specify the powers and obligations of the corporation, voting rights of its members and administrative structure of the corporation, shall be given to each lot owner by Declarant prior to or at closing of the sale of each lot by Declarant. Declarant reserves the right to amend the Articles of Incorporation and Bylaws at any time prior to any lot owner other than Declarant becoming a member of the corporation. Declarant shall be the only member of the corporation until such time as Declarant transfers ownership of the Common Property or portions thereof to the corporation or transfers all or any of the administration of these restrictions or restrictions pertaining to other plats in Contiguous Lands to the corporation. At such time, Declarant shall give written notice to each lot owner that transfer has been made, including the nature and extent of transfer, and that each lot owner has become a member of the corporation, and shall provide each lot owner with a copy of the then-current Articles of Incorporation and Bylaws. Upon becoming a member of the corporation, each lot owner shall be entitled to vote and required to pay dues in accordance with the terms of the Articles of Incorporation and Bylaws.

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

## **Article XXIX**

### **Use of Parks**

The parks, as depicted on the First Plat and this Plat, have been established primarily for storm drainage, wetland control and aesthetic purposes, and incidentally for recreational purposes. Recreational use of the parks is limited to pedestrian use, no vehicles of any type being permitted in the parks, to insure that the primary purposes of the parks are maintained. All parks are private and are solely for the use and benefit of the owners of lots in the Prior Plats, this Plat and future plats in Contiguous Lands and such governmental bodies as have an interest in the storm drainage and wetlands.

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

Declarant reserves the right to permit owners of lots in a platted subdivision adjoining this Plat on the east to use the park in this Plat.

## **Article XXX**

### **Ownership and Maintenance of Common Property**

Ownership of the Common Property as of the date hereof is vested in Declarant. Declarant shall maintain and shall retain ownership and control of the Common Property until such time as Declarant determines it advisable to transfer ownership to the Homeowners' Association. The cost of maintenance of the Common Property shall be borne equally by owners of lots within the Prior Plats and this Plat, and as future plats are developed in Contiguous Lands, the costs of maintenance shall be spread equally among lot owners of the Prior Plats, this Plat, and such



future plats. Costs of maintenance under this Article shall be paid and assessed under assessment procedures and formulas established under Article XXXII.

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

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

### Article XXXI

#### Common Property Maintenance Fund and Homeowners' Association Fund

Declarant has established the Common Property Maintenance Fund which will remain in effect as long as Declarant is entitled to make assessments under these Restrictions. At such time as Declarant transfers any Common Property to the Homeowners' Association, the portion of the monies in the Common Property Maintenance Fund applicable to that Common Property shall as well be transferred to the Homeowners' Association. At such time the Homeowners' Association shall establish the Homeowners' Association Fund.

Contributions to the Common Property Maintenance Fund and the Homeowners' Association Fund shall be made by each lot owner within the Prior Plats and this Plat based on formulas and assessment procedures established under Article XXXII. Declarant reserves the right to require owners of lots in future plats in Contiguous Lands to become contributors to the Common Property Maintenance Fund.

Declarant and the Homeowners' Association shall account annually to all lot owners within the Prior Plats and this Plat for receipts and expenditures from the Common Property

Maintenance Fund and the Homeowners' Association Fund, respectively, and shall make the books and records of these funds available for inspection at reasonable times upon request.

Nothing herein shall be construed to prohibit Declarant (as to the Common Property Maintenance Fund) and the Homeowners' Association (as to the Homeowners' Association Fund) 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 Common Property Maintenance Fund and Homeowners' Association Fund, respectively.

At the time Declarant transfers any of the Common Property to the Homeowners' Association as described in paragraph (g) of Article XXXII, Declarant shall transfer to the Homeowners' Association any reserve in the Common Property Maintenance Fund pertaining to such Common Property. At such time as Declarant has transferred all Common Property to the Homeowners' Association, the entire balance of the Common Property Maintenance Fund shall be transferred to the Homeowners' Association.

## Article XXXII

### Assessment Procedures

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

(a) The costs of maintenance shall be assessed equally to all lot owners in the Prior Plats, this Plat, and all future plats in Contiguous Lands. The assessment shall be based on the total estimated cost of maintenance. If during any year the total accumulations from the assessments are not sufficient to pay the costs to be assessed under this paragraph, supplemental assessments may be made.

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

(c) All assessments under this Article shall be due in full within thirty (30) days of mailing. Any assessment not paid when due shall accrue interest from the due date at such

lawful rate as established from time to time by Declarant, and shall become a lien on the lot in question until paid once notice of claiming a lien is recorded by Declarant with the Ingham County Register of Deeds. Such lien may be foreclosed by Declarant in the manner prescribed for the foreclosure of mortgages under Michigan statutes.

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

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

(f) Declarant shall be entitled to reimburse itself for reasonable costs of administration and accounting of matters covered by this Article from monies in the Common Property Maintenance Fund.

(g) Assessments shall be made by Declarant for as long as Declarant retains ownership of any of the Common Property, but only as to the Common Property retained by Declarant. Assessments on Common Property transferred to the Homeowners' Association shall be made by the Homeowners' Association, on the bases described in this Article. As to Common Property transferred to the Homeowners' Association, the Homeowners' Association shall make determinations and assessments reserved to Declarant in this Article.

## Article XXXIII

### Easements

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

**Article XXXIV**

**Reservation of Mineral Rights**

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

**Article XXXV**

**Wetland Restrictions for Lots 74 through 76**

Unless otherwise approved by the Michigan Department of Natural Resources, the owners of Lots 74 through 76 shall not place any fill material or excavate within the wetlands' edge, as depicted on the Plat. At all times during construction of any lot designated in the preceding sentence, and at all times thereafter until the yard is sodded or seeded, a hay bale barrier, silt fence or other appropriate device shall be installed and maintained by the owner of the lot at the edge of the wetlands' edge (but not within the wetlands) to control erosion from the lot into the wetland.

**Article XXXVI**

**Waiver in National Emergency**

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

**Article XXXVII**

**Duration, Termination and Amendment**

These restrictions shall remain in effect until January 1, 2024 and shall thereafter automatically be extended for successive terms of five (5) years each unless at least one (1) year prior to the expiration of the original term or of any renewal term they are terminated. Termination shall be accomplished by recording with the Ingham County Register of Deeds an Agreement of Termination executed by all of the owners of at least two-thirds ( $\frac{2}{3}$ ) of the lots in the Plat. Termination shall be effective at the end of the term, or such later date as stated.

Except as otherwise specifically stated herein, these restrictions may be amended by Declarant at any time until it transfers ownership of all Common Property and all of its rights hereunder to the Homeowners' Association. When such event occurs, or if prior to that time by recorded instrument Declarant grants amendment powers to the Homeowners' Association, these restrictions may then be amended by the Homeowners' Association as then constituted, by at least two-thirds ( $\frac{2}{3}$ ) 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.

### **Article XXXVIII**

#### **Partial Invalidity**

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

### **Article XXXIX**

#### **Enforcement**

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

Executed at East Lansing, Michigan.

WITNESSES:

GEORGE G. WHITE TRUST NO. 2

Paul Albert White

Paul Albert White

By: Gilbert M. White  
Gilbert M. White, Trustee

Susan E. Smith

Susan E. Smith

This instrument was acknowledged before me in Ingham County, Michigan this 3rd day of June, 1993, by Gilbert M. White, Trustee of the George G. White Trust No. 2 on behalf of the Trust.

Susan E. Smith  
Susan E. Smith, Clinton County Notary  
Public acting in Ingham County, Michigan  
My commission expires: May 12, 1997

# CONSENT TO DECLARATION OF RESTRICTIONS

Community First Bank, a federal savings bank, of 112 E. Allegan Street, Lansing, Michigan 48933, holding a mortgagee's interest in the mortgage recorded in Liber 2058, Page 153, Ingham County Records, in the premises comprising the Plat of Everett Farms No. 5, Meridian Township, Ingham County, Michigan, hereby consents to imposition of the foregoing Declaration of Restrictions on the Plat of Everett Farms No. 5.

Executed this 3rd day of June, 1993.

WITNESSES:

COMMUNITY FIRST BANK

Paul Albert White  
Paul Albert White

By: James S. Leenstra  
James S. Leenstra  
Its Vice President and  
Director of Lending Operations

Gail L. Wilcox  
Gail L. Wilcox

This instrument was acknowledged before me in Ingham County, Michigan this 3rd day of June, 1993, by James S. Leenstra, the Vice President and Director of Lending Operations, of Community First Bank, on behalf of the Bank.

Gail L. Wilcox

Notary Public, Ingham County, Michigan

My Commission Expires: \_\_\_\_\_

This instrument prepared by:

Douglas J. Austin  
Fraser Trebilcock Davis & Foster, P.C.  
1000 Michigan National Tower  
Lansing, Michigan 48933

GAIL L. WILCOX  
Notary Public, Ingham County, MI  
My Comm. Expires Jan. 14, 1995





MAR 11 10 51 AM '94

REGISTER OF DEEDS  
*Daniel J. Johnson*  
INGHAM COUNTY, MICH.

**First Amendment to  
Declaration of Restrictions  
for Everett Farms No. 5**

This Amendment is made on the 1<sup>st</sup> day of March, 1994 by Gilbert M. White, Trustee of the George G. White Trust No. 2, of 2390 Haslett Road, East Lansing, Michigan 48823 ("**Declarant**") to the Declaration of Restrictions for Everett Farms No. 5 dated the 3rd day of June, 1993 and recorded the 11th day of August, 1993 in Liber 2088, Pages 606 - 635, Ingham County Records ("**Restrictions**"), pursuant to right of amendment reserved in Declarant in the Restrictions.

1. The definition of "**Contiguous Lands**" is amended to include, in addition to the other real property described in the definition as it appears in the Restrictions, the following real property in Meridian Township, Ingham County, Michigan:

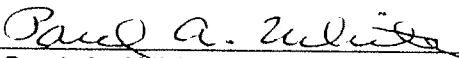
A parcel of land in the Northwest 1/4 of Section 9, Town 4 North, Range 1 West, Meridian Township, Ingham County, Michigan, described as: Commencing at the North 1/4 corner of said Section 9; thence South 01°58'38" West along the North-South 1/4 line of said Section 9 a distance of 477.90 feet to the North line of Lot 3, Sleepy Hollow Subdivision, as recorded in Liber 25 of Plats, page 12 of the Ingham County Records; thence North 88°13'32" West along said North line 1.82 feet to the Northwest corner of said Lot 3; thence South 02°02'30" West along the West line of said Sleepy Hollow Subdivision 302.11 feet to the point of beginning of this description; thence South 02°02'30" West continuing along the West line of said subdivision 537.33 feet to the Southwest corner of Lot 6 of said subdivision; thence South 88°08'30" East along the South line of said Lot 6 a distance of 2.77 feet to said North-South 1/4 line; thence South 01°58'38" West along said North-South 1/4 line 332.67 feet; thence North

88°19'34" West parallel with the North line of said Section 9 a distance of 627.82 feet to the East line of the subdivision of Everett Farms No 5 as recorded in Liber 48 of Plats, Page 26, Ingham County records; thence North 1°55'27" East, along the said East line, 381.52 feet; thence North 8°27'20" East, along the said East line (recorded as North 8°26'44" East), 72.06 feet; thence North 11°01'58" West, along said East line, 117.89 feet; thence North 31°35'16" East, along the said East line 104.47 feet, (recorded as North 31°37'08" East 104.41 feet); thence North 13°03'38" West, along said East line 156.52 feet, (recorded as 156.60 feet); thence South 88°19'34" East, parallel with the North line of said Section, 286.08 feet; thence North 1°58'38" East, parallel with the North-South 1/4 line of said Section, 60.00 feet; thence South 88°19'34" East, parallel with the North line of said Section, 347.34 feet, to the point of beginning. The above described lands contain 12.08 acres.

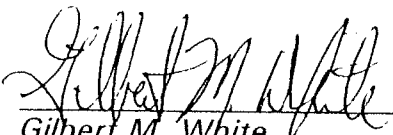
2. Except as amended by this Amendment, the Restrictions shall remain as originally written.

WITNESSES:

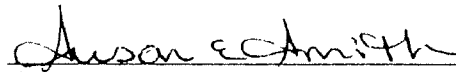
  
Susan E. Smith

  
Paul A. White

George G. White Trust No. 2

By:   
Gilbert M. White  
Its Trustee

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of March, 1994 by Gilbert M. White, Trustee of the George G. White Trust No. 2, on behalf of the Trust.



Susan E. Smith, Clinton County Notary Public  
acting in Ingham County, Michigan  
My Commission Expires: May 12, 1997,

This instrument 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

A:\AMENDMT.RES

