

Cornell Woods Neighborhood Association

- Architectural Control guidelines
- Cornell Woods bylaws, covenants and restrictions
(for resale of homes only)

Revised 5/08



ARCHITECTURAL CONTROL WRITTEN GUIDELINES

These Written Architectural Guidelines were approved by the Cornell Woods Board of Directors. They are subject to future change by the Board of Directors and are not intended to be all inclusive. Homeowners should contact a member of the Architectural Control Committee (A.C.C.) member if a structure is not listed or if more detail is required.

STRUCTURES OR ITEMS THAT REQUIRE ARCHITECTURAL CONTROL COMMITTEE APPROVAL BEFORE INSTALLATION

1. Fences
2. Decks
3. Children playsets/swingsets
4. Swimming pools (below ground pool)
5. Basketball poles and backboards (approval needed for location only)
6. Any structural changes to exterior of the home such as porches, sun rooms, etc.
7. Privacy fences
8. External Storage

Generally the structures listed above (which have been constructed of wood) have been approved by the Architectural Control Committee. See below for a listing of STRUCTURES THAT HAVE BEEN APPROVED.

ITEMS NOT REQUIRING ARCHITECTURAL CONTROL COMMITTEE APPROVAL

1. Children play toys and play houses ("little Tykes")
2. Landscaping (which includes a retaining wall)
3. Driveway alterations
4. Sandboxes
5. Kiddie pools (see definition below)
6. Flag poles

STRUCTURES THAT CANNOT BE APPROVED ACCORDING TO THE CORNELL WOODS COVENANTS AND RESTRICTIONS

*Detached Garages, sheds, out buildings, barns

STRUCTURES THAT GENERALLY WILL NOT BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE

1. Satellite dishes
2. Metal or plastic children swingsets
3. Chainlink fences
4. Solid wall type perimeter fences over 4 feet in height that are not associated with an inground pool.
5. Stone fences
6. Above ground swimming pools (see definition)

STRUCTURES THAT HAVE BEEN APPROVED

Since the inception of the Architectural Control Committee, the following structures have been approved. These structures have been constructed with wood materials.

1. Split rail fences (with or without mesh backing)
2. Children sandboxes and swingsets
3. Decks
4. Metal Basketball poles with backboard
5. Picket fences

DEFINITION OF STRUCTURES COVERED BY THE GUIDELINES

ABOVE GROUND SWIMMING POOLS

An above ground pool is considered any pool located above ground with 18 inches or more in height. According to the Meridian Township Ordinance, above ground pools that contain 18 inches or more of water require a 4 foot high fence around the pool with a latching gate and fence openings cannot be greater than 4 inches. Dimensions of the pool or the period of time the pool is used is not a consideration. **Kiddie pools** Pools located above ground less than 18 inches in height.

EXTERNAL STORAGE

The Cornell Woods Covenants and Restrictions, Article VI, Sections 3 and 10, require that a plan for external storage must be submitted to the Architectural Control Committee for approval. The Covenants and Restrictions also outline the type of items that are considered External Storage. This list includes the following:

- | | |
|----------------------------|---------------------|
| 1. Utility & Misc Trailers | 6. Motor Homes |
| 2. Boats | 7. House Trailers |
| 3. Recreational Vehicles | 8. Snowmobiles |
| 4. Automobiles | 9. Camping Trailers |
| 5. Mobile Homes | |

EXTERNAL STORAGE REQUIREMENTS

Screening will be required for external storage. The size and type of item will be reviewed by the Architectural Control Committee. If storage of the item is approved, the amount of screening will depend on the location of the lot within the subdivision and the location of the item on the lot.

SUBMITTING PLANS TO THE COMMITTEE

If you are planning to install a structural improvement or would like to have external storage on your lot, the committee would like to remind homeowners of how to submit your plans. Plans for structural improvements and external storage **must be submitted and approval obtained before they are erected or placed on your lot.**

(Please see the Cornell Woods Covenants and Restrictions, Article VI, Sections 3 and 10)

If you are interested in adding a structural improvement, the committee asks that these steps be followed:

1. **Draw a diagram of what you want to do and where on your lot the structure will be located.** You may want to include a picture of what it will look like. These diagrams need not be professionally drawn.
2. **Submit your diagram 30 days before you wish to begin work** to a committee member or mail to:

Cornell Woods Association
Architectural Control Committee
P.O. Box 237
Okemos, Michigan 48805-0237

Plans denied by the Architectural Control Committee may be appealed to the Board of Directors for their consideration. The Board will consider homeowners requests and the reasons the Architectural Control Committee denied the plans.

BY-LAWS

ARTICLE I

NAME OF CORPORATION

Section 1. The name of the Corporation is Cornell Woods Association.

ARTICLE II

LOCATION

Section 1. The principal office of the Association shall be located at 4665 Dobie Road, Okemos, Michigan 48864.

ARTICLE III

PURPOSE AND POWERS

Section 1. The association has been organized for the following purposes:

- a) Own, operate, administer and maintain common properties, and
- b) Administer and enforce covenants and restrictions as more fully defined in Articles of Incorporation.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. The affairs of the Association shall be managed by a board of six (6) directors who need not be members of the Association. The initial board of directors is to be appointed by the incorporator and shall consist of two (2) directors for a one (1) year term, two (2) directors for a two (2) year term, and two (2) directors for a three (3) year term, who shall hold office until the election of their successors. Beginning with the first annual meeting to be held February 1, 1988, the members, at each annual meeting, shall elect two (2) directors, each for a term of three (3) years

Section 2. Vacancies on the Board of Directors shall be filled with an appointment by the majority of (if more than three) remaining directors, any such appointed director to hold office

until his successor is elected by the Members, who may make such election at the next annual meeting of the Members or at any special meeting duly called for that purpose.

ARTICLE V

ELECTION OF DIRECTORS

Section 1. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the members of their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the recorded covenants applicable to The Properties. The names receiving the largest number of votes shall be elected.

Section 2. Nominations for election to the Board of Directors shall be made by a nominating committee which shall be one of the Standing Committees of the Association.

Section 3. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association.

Section 4. The Nominating Committee shall make as many nominations for the election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members. Candidates may be divided into two or more groups so that the electors must choose at least one out of each group according to the instructions formulated by the Nominating Committee. Nominations shall be placed on a written ballot as provided in Section 5 and shall be made in advance of the time fixed in Section 5 for the mailing of such ballots to members.

Section 5. All elections to the Board of Directors shall be made on written ballot which shall:

- a) describe the vacancies to be filled;
- b) set forth the names of those nominated by the Nominating Committee for such vacancies; and
- c) contain a space for a write-in vote by the members for each vacancy;
- d) contain the voting instructions formulated by the Nominating Committee. Such ballots shall be prepared and mailed by the Secretary to the members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the annual meeting or special meeting called for elections.)

Section 6. Each member shall receive as many ballots as he has votes. Notwithstanding that a member may be entitled to several votes, he shall exercise on any one ballot only one vote for each vacancy shown thereon. The completed ballots shall be returned as follows: Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way. Each such "Ballot" envelope shall contain only one ballot, and the members shall be advised that, because of the verification procedures of Section 7, the inclusion of more than one ballot in any one "Ballot" envelope shall disqualify the return. Such "Ballot" envelope, or envelopes (if the member or his proxy is exercising more than one vote), shall be placed in another sealed envelope which shall bear on its face the name and signature of the member or his proxy, the number of ballots being returned, and such other information as the Board of Directors may determine will serve to establish his right to cast the vote or votes presented in the ballot or ballots contained therein. The ballots shall be returned to the secretary's home address or the address of the Association.

Section 7. Upon receipt of each return, the Secretary shall note the date it was received on the external envelope and immediately place it in a safe place until the day set for the annual or other special meeting at which the elections are to be held. On that day, the external envelopes containing the "Ballot" envelopes shall be turned over, unopened, to The Nominating Committee who shall then adopt a procedure which shall establish:

- a) That the number of envelopes marked "Ballot" corresponds to the number of votes allowed to the member or his proxy identified on the outside envelope containing them; and
- b) That the signature of the member or his proxy on the outside envelope is genuine; and
- c) If the vote is by proxy, that a proxy if applicable had been filed with the Secretary as provided in Article XI, Section 2, and that such proxy is valid.

SUCH PROCEDURE SHALL BE TAKEN IN A MANNER THAT THE VOTE OF ANY MEMBER OR HIS PROXY SHALL NOT BE DISCLOSED TO ANYONE, EVEN THE ELECTION COMMITTEE.

The outside envelopes shall thereupon be placed in a safe place and the Election Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. If any "Ballot" envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall not be counted. Immediately after the announcement of the results, unless a review of the procedure is demanded by the members present, the ballots and the outside envelopes shall be destroyed.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. The Board of Directors shall have power:

a) To call special meetings of the members whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth (1/4th) of the voting membership, as provided in Article X, Section 2.

b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-laws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.

c) To establish, levy, and assess, and collect the assessments or charges referred to the covenants of the property.

d) To adopt and publish rules and regulations governing the use of the common properties and facilities and the personal conduct of the members and their guests thereon.

e) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to the meeting or to members in the covenants.

f) In the event that any member of the Board of Directors of this Association shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may by action taken at the meeting during which said third absence occurs, declare the office of said absent Director to be vacant.

Section 2. It shall be the duty of the Board of Directors:

a) To cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such is requested in writing by one-fourth (1/4th) of the voting membership, as provided in Article X, Section 2.

b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

c) To provide for annual and/or special assessments all in accordance with the provisions referred to in the covenants of the properties.

d) To issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

ARTICLE VII

DIRECTOR'S MEETINGS

Section 1. A regular meeting of the Board of Directors shall be held on the 2nd Wednesday of February, May, August, and November at 7:30 o'clock p.m. at a place within or without the State of Michigan, provided that the Board of Directors, may by resolution, change the day and hour of holding such regular meeting.

Section 2. Notice of such regular meeting or the business to be transacted thereat is hereby dispensed with. If the day for the regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

Section 3. Special meeting of the Board of Directors may be called by the president, or shall be called by the secretary on the written request of two directors. Such meetings may be held either within or without the State of Michigan. A special meeting shall be held only when notice of the time and place thereof is mailed to each director, addressed to the address which appears on the records of the corporation, at least three (3) days before the day on which the meeting is to be held, or sent to such place by telegraph, radio or cable, or telephoned or delivered personally, not later than the day before the day on which the meeting is to be held. The business to be transacted, and the purpose of a special meeting need not be specified in the notice or waiver of notice of the meeting.

Section 4. At both regular and special meetings, attendance of a director at a meeting constitutes a waiver of notice of the meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 5. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever, held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

Section 6. The majority of the Board of Directors shall constitute a quorum thereof. Directors cannot appear by proxy. Action taken by a majority of the directors present at a meeting where a quorum is present shall be the action of the Association except as otherwise expressly provided for in these By-laws and covenants applicable to the properties.

Section 7. There shall be an annual meeting of the Board of Directors on the 2nd Wednesday of February each year.

ARTICLE VIII

OFFICERS

Section 1. The officers shall be a president, a vice-president, a secretary, a treasurer, and such other officers as the Board of Directors shall deem necessary. Only the president and the vice-president must be members of the Board of Directors.

Section 2. The officers shall be elected by majority vote of the directors at their annual or regular meetings.

Section 3. All officers shall hold office at the pleasure of the Board of Directors.

Section 4. The President shall:

- a) Preside at all meetings and membership meetings;
- b) See that orders and resolutions of the Board of Directors are carried out;
- c) Sign all necessary written instruments; and
- d) Co-sign all checks over \$200 along with the treasurer

Section 5. The vice-president shall perform all of the duties of the president in the president's absence.

Section 6. The secretary shall:

- a) Be ex officio secretary of the Board of Directors;
- b) Record the votes and keep the minutes of all proceedings in a book to be kept for this purpose;
- c) Sign all certificates of membership;
- d) Keep the records of the Association; and
- e) Record in a book kept for that purpose the names of all members of the Association together with their addresses as registered by such members (See Article X, Section 3).

ARTICLE IX

COMMITTEES

Section 1. The Standing Committees of the Association shall be:

The Nominations and Election Committee

The Recreation and Maintenance Committee

The Architectural Control Committee

The Publicity Committee

The Audit Committee

Unless otherwise provided herein, each committee shall consist of a Chairman and two or more members and shall include a member of the Board of Directors for board contact. The committees shall be appointed by the Board of Directors at the annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting. The Board of Directors may appoint such other committees as it deems desirable.

Section 2. THE NOMINATIONS AND ELECTIONS COMMITTEE shall have the duties and functions described in Article V.

Section 3. THE RECREATION AND MAINTENANCE COMMITTEE shall advise the Board of Directors on all matters pertaining to the recreational programs and activities of the Association. Advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Common Properties and Facilities of the Association, and shall perform such other functions as the Board, in its discretion, determines.

Section 4. THE ARCHITECTURAL CONTROL COMMITTEE shall have the duties and functions described in Article VI, Declaration of Covenants and Restrictions applicable to The Properties. It shall watch for any proposals, programs, or activities which may adversely affect the residential value of The Properties and shall advise the Board of Directors regarding Association action on such matters.

Section 5. THE PUBLICITY COMMITTEE shall inform the members of all activities and functions of the Association and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interest of the Association.

Section 6. THE AUDIT COMMITTEE shall supervise the annual audit of the Association's books and approve the annual budget and balance sheet statement to be presented to the membership at its regular annual meeting. The treasurer shall be an ex officio member of the Committee.

Section 7. With the exception of the Nominations and Election Committee, each committee shall have power to appoint a subcommittee from among its membership and may delegate to any such subcommittee any of its power, duties and functions.

Section 8. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

ARTICLE X

MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the members shall be held on the first day of the month of February in each year, at the hour of 7:30 o'clock p.m.. If the day for the annual meeting of the members shall fall upon a Saturday, Sunday or holiday, the meeting will be held at the same hour on the first day following which is not a Saturday, Sunday or holiday.

Section 2. Special meetings of the members for any purpose may be called at any time by the president, vice-president, secretary, or treasurer, or by any two or more members of the Board of Directors, or upon written request of the members who have a right to vote one-fourth (1/4th) of all of the votes of the entire membership.

Section 3. Notice of any meetings shall be given to the members by the secretary. Notice may be given to the members either personally, or by sending a copy of the notice through the mail, postage fully prepaid to his address appearing on the books of the corporation. Each member shall register his address with the secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed at least six (6) days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided however, that if the business of any meeting shall involve an election governed by Article V or any action governed by the "Articles of Incorporation" or by the Covenants applicable to the Properties, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the votes shall constitute a quorum for any action governed by these By-laws, provided however, the quorum requirements shall govern those situations specified therein. Any action governed by the Articles of Incorporation or by the covenants applicable to The Properties shall require a quorum as therein provided. The action of the majority of the members present (either in person or by proxy) at a meeting where a quorum is present shall be the action of the Association except as otherwise expressly provided for in these By-laws.

ARTICLE XI

PROXIES

Section 1. At all corporate meetings of members, each member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the member of his home or other interest in The Properties.

ARTICLE XII

BOOKS AND PAPERS

Section 1. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any members.

ARTICLE XIII

AMENDMENTS

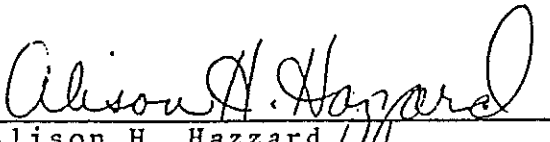
Section 1. These By-laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, provided that, those provisions of these By-laws which are governed by the Articles of Incorporation of applicable law; and provided further that any matter stated herein to be or which is in fact governed by the Covenants and Restrictions applicable to The Properties may not be amended except as provided in such Covenants and Restrictions.

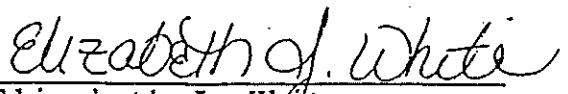
Section 2. In the case of any conflict between the Articles Incorporation and these By-laws, the Articles shall control; in the case of any conflict between the Covenants and Restrictions applicable to The Properties referred to in Section 1 and these By-laws, the Covenants and Restrictions shall control.

IN WITNESS WHEREOF, we being all the Directors of the Cornell Woods Association, have hereunto set our hands this 14th day of August, 1987.

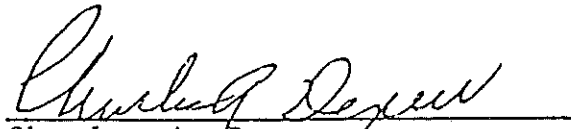
DIRECTORS:

One Year Term:


Alison H. Hazzard


Elizabeth J. White

Two Year Term:


Charles A. Depew


Brian L. Schroeder

Three Year Term:


Keith L. Schroeder


Robert K. Schroeder

This instrument was drafted by: Elizabeth J. White/Schroeder Builders, Inc., 4665 Dobie Road, P.O. Box 492, Okemos, MI 48864

LIBER 1649 PG 1072

RECORDED

DECLARATION OF COVENANTS AND RESTRICTIONS

AUG 31 12 40 PM

CORNELL WOODS SUBDIVISION

REGISTER OF DEED

Richard Johnson
INGHAM COUNTY, MI

THIS DECLARATION, made this 4th of August 1987, by Schroeder Builders, Inc., a Michigan Corporation, hereinafter called Developer.

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community with permanent common facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of common facilities; and, to this end, desires to subject the real property described in Article II to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to define an agency to which should be delegated and assigned the powers of maintaining and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has caused to happen, as a non-profit corporation, Cornell Woods Association, a non-profit corporation for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Cornell Woods Association.

(b) "The Properties" shall mean and refer to all such existing properties under the provisions of Article II, hereof.

(c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties as being intended to be devoted to the common use and enjoyment of the owners of The Properties.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of The Properties.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or the land contract purchaser of any lot situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(f) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Sections I, hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. EXISTING PROPERTY.

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in CORNELL WOODS described as:

Cornell Woods #1, A Subdivision on part of the NW 1/4 of Section 26, T4N, R1W, Meridian Township, Ingham County, Michigan, according to the recorded plat thereof as recorded in Liber 42 of Plats, pages 1-4 Ingham County Records.

Cornell Woods #2, A subdivision on part of the NW 1/4 of Section 26, T4N, R1W, Meridian Township, Ingham County, Michigan, according to the recorded plat thereof as recorded in Liber 42 of Plats, Pages 7-9 Ingham County Records.

These Plats contain 62 lots numbered 1 through 62 inclusive, all of which real property shall hereinafter be referred to as "Existing Property".

Section 2. ADDITIONS TO EXISTING PROPERTY.

Additional lands may become subject to this declaration in the following manner:

(a) ADDITIONS IN ACCORDANCE WITH A GENERAL PLAN OF DEVELOPMENT. The Developer, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development, provided that such additions are in accord with the General Plan of Development.

Such General Plan of Development shall show the proposed additions to the Existing Property and contain: (1) a general indication of size and location of common properties, if any for each stage; (2) the general nature of proposed common facilities and improvements, if any; (3) a statement that the proposed additions, if made, will become subject to assessment for their just share of Association expenses; and (4) a schedule for termination of the Developer's right under the provisions of this subsection to bring additional development stages within the scheme. Unless otherwise stated therein, such General Plan shall not bind the Developer, its successors and assigns, to make the proposed additions or to adhere the Plan in any subsequent development of the land shown thereon and the General Plan shall contain a conspicuous statement to this effect.

The additions authorized under this and the succeeding subsection, shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this declaration to such property.

Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this declaration within the Existing Property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. MEMBERSHIP.

Every person or entity who is a record owner of a fee, an undivided fee, or a land contract purchaser's interest, in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. VOTING RIGHTS.

There will be one vote for each Lot. If the Lot is owned by more than one person or entity, then the owners must decide among themselves how to cast the vote. A land contract purchaser will take precedence over the fee title holder if the purchaser chooses.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. MEMBERS' EASEMENTS OF ENJOYMENT.

Subject to the provisions of Section 3, every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. DELEGATION BY MEMBER.

Any member may delegate his rights of enjoyment in the Common Properties and Facilities to the members of his family who reside upon The Properties or to any of his tenants who reside thereon under a leasehold interest for a term of one year or more. Provided the member notifies the secretary in writing of the name of any such tenants who are subject to suspension to the same extent as those of the member.

Section 3. EXTENT OF MEMBERS' EASEMENTS.

The Association may dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of membership has been recorded, agreeing to such dedication, transfer, purpose of conditions, and unless written notice of the proposed agreement and action thereunder is sent to every member at least ninety (90) days in advance of any action taken.

Section 4. TITLE TO COMMON PROPERTIES.

The Developer may retain the legal title to the Common Properties, if any, until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey the Common Properties, if any, to the Association not later than January 1, 1992.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.

The Developer for each Lot owned by him within the Properties hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the Assessment fell due.

Section 2. PURPOSE OF ASSESSMENTS.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties including but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

Section 3. BASIS AND MAXIMUM OF ANNUAL MAXIMUM ASSESSMENTS.

Until the year beginning January, 1991 the annual assessment shall be \$25.00 per lot. From and after January 1, 1991, the annual maximum assessment may be increased by vote of the Members, as hereinafter provided, for the next succeeding three years and at the end of each such period of three (3) years for

the succeeding period of three (3) years. Such change shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by Proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided that the limitations hereof shall not apply to any change in the maximum and basis of the Assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and Under Article II, Section 2 hereof. The Board of Directors may after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.

In addition to the annual assessment authorized by Section 3 hereof, the association may levy in an assessment year a special assessment, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, or for purchase of real estate provided that any such assessment shall have the assent of three-fourths (3/4) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. Written notice of the amount and due date of any special assessment which is approved by the members shall be sent by first class mail to every owner subject thereto within ten (10) days following such approval.

Section 5. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4.

The quorum required for any action authorized by Sections 3 and 4 hereof shall be as follows: At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) per cent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS.

The annual assessments provided for herein shall be for a calendar year period, due January 15 commencing with the year

1988. The amount of such annual assessment shall be determined by the Board of Directors at its regular November meeting for the next succeeding calendar year. Notice of the annual assessment shall be sent by first class mail to every owner subject thereto by December 15 of each year following such regular November Board of Director's meeting.

Section 7. DUE DATES OF SPECIAL ASSESSMENTS.

The due date of any special assessment under Section 4 shall be fixed in the resolution authorizing such assessment.

Section 8. ASSESSMENT ROSTER.

The Board of Directors of the Association shall cause to be prepared, at the time of determination of the annual assessment, or at the time of the approval by the members of a special assessment under Section 4 hereof, a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. EFFECT OF NON-PAYMENT OF ASSESSMENT; THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF ASSOCIATION.

If the assessments are not paid on the date when due (being the dates specified in Sections 6 and 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten (10) per cent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such actions, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the cost of the action.

Section 10. SUBORDINATION OF THE LIEN TO MORTGAGES

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. EXEMPT PROPERTY.

The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article 1, Section 1 hereof; (c) all properties exempted from taxation by the laws of the State of Michigan upon the terms and to the extent of such legal exemption. No land or improvements devoted to dwelling use shall be exempt from said assessments, charges or lien.

ARTICLE VI

RESTRICTIVE COVENANTS

Section 1. LAND USE AND BUILDING TYPE.

No lot shall be used except for residential purposes. However, a model home or home with displays and sales activities may be maintained by the builder, developer or real estate broker as long as it is well maintained and it is not a nuisance to the general neighborhood. Also "Home Occupation" is permitted as defined by Meridian Township Zoning Ordinance at the time of such use. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling of new construction not to exceed two and one-half stores in height and a private garage for not more than three cars or less than two cars.

Section 2. REVIEW BY COMMITTEE.

Any reference contained in these covenants and restrictions to the Architectural Control Committee and actions which are requested of it shall be submitted in writing to, considered by, and approved in writing by either the Board of Directors of the Association or Architectural Control Committee composed of one or more representatives appointed by such Board. In the event the entity to which said proposal has been submitted shall have failed to approve or disapprove such design and location within

thirty (30) days after said plans and specifications have been submitted to it, further approval will not be required. Provided however, in the case of construction of a new dwelling on any Lot, Keith L. Schroeder or Robert K. Schroeder or Brian L. Schroeder may approve plans without submitting said plans to the Architectural Control Committee. The approval of any request by one of the above entities shall be binding upon the others.

Section 3. ARCHITECTURAL CONTROL.

No building, fence, wall, basketball backboard or other structure shall be commenced, erected, placed or altered on any Lot or upon The Properties, nor shall any exterior additions to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted, in writing, to, and approved in writing as to the harmony of external design, location in relation to surrounding structures and topography, and finish grade elevations and quality of workmanship and material as provided in Article VI, Section 2.

Section 4. BUILDINGS.

Buildings shall be of the size and location as required by the applicable governmental zoning ordinance.

Section 5. GARAGES.

Any dwelling built on any Lot shall have at least a 400 square foot garage attached to, connected with, or built as part of the dwelling.

Section 6. TEMPORARY STRUCTURES.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence whether temporarily or permanently.

Section 7. SIGNS AND EASEMENTS.

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than six square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Easements are reserved in the following described lots in the location and width indicated for the purpose of construction and maintenance of entrance signs, and/or markers to the properties. Developer covenants that construction of such structures shall be of a size, height, and/or appearance as to enhance the aesthetics of the residential community.

The West 16 feet of the North 25 feet of Lot 1, Plat of Cornell Woods No. 1 as recorded in Liber 42, Pages 1-4, Ingham County Records.

The West 16 feet of the South 25 feet of Lot 56, Plat of Cornell Woods No. 2, as recorded in Liber 42, Pages 7-9, Ingham County Records.

The cost of all maintenance, care, and upkeep of the structures shall be provided by the Association from assessments levied.

Section 8. SIGHT DISTANCE AT INTERSECTIONS.

No fence, wall, hedge, or shrub planting which obstructs sight line at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in case of a rounded property corner, from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

Section 9. YARD AND LAWN PLANTING.

Each lot, including the area between front lotline and the curb, shall be seeded or sodded or landscaped in a neat, orderly and aesthetically pleasant manner within one (1) year from the start of construction.

Section 10. EXTERIOR STORAGE.

All dwellings and garages constructed on the Lots shall be of new construction. There shall be no outdoor storage of a mobile home, motor home, house trailer, or other recreational vehicle or trailer, and the outdoor storage of boats, snowmobiles, utility trailers, camping trailers, or any other kind of trailer, is prohibited except in the rear yard and in such a manner as shall be approved by the Association. No carport shall be erected or maintained on any Lot. "Storage" is considered anything over forty-eight (48) hours in any one week.

Section 11. RESTORATION.

Any dwelling and garage on any Lot which may in whole or in part be destroyed by fire, windstorm, or other casualty must be rebuilt or all debris removed and the lot restored to a condition with reasonable dispatch.

Section 12. LOT CONDITION AND MAINTENANCE.

The owner of any improved Lot shall at all times keep and maintain the same in an orderly manner causing grass and other growth to be regularly cut, prevent accumulations of rubbish and debris, and in general maintain the lot in a sightly condition. Should the Owner refuse or neglect to maintain any Lot in an orderly manner as herein provided after notice in writing is

given him by the Association of violation of the requirements herein contained; the premises may be placed in an orderly manner and the owner shall be required to pay the cost thereof, collection to be made by the Association in the same manner as the annual assessment, and said assessment, until paid, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment of cost is made. Each assessment, together with such interest thereon, and cost of collection thereof, shall be the personal obligation of the person who was the owner of such property at the time when the assessment fell due, precisely in the same manner as with regard to collection and enforcement of annual assessments.

ARTICLE VII

GENERAL PROVISIONS

Section 1. DURATION.

The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 25 years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded agreeing to change. Said covenant shall be effective only if made and recorded one (1) year in advance of the effective date of such change, and only if written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken. However, changes can be made in these Covenants at any time upon the recording of an instrument, signed by the then Owners of eighty (80) per cent of the Lots, agreeing to said changes.

Section 2. NOTICES.

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. ENFORCEMENT.

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. SEVERABILITY.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise effect any other provision which shall remain in full force and effect.

Section 5. SUBORDINATION.

Schroeder Builders, Inc. join herein for the purpose of subordinating their interest in The Properties, and thereby subjecting their interest to the covenants and restrictions contained herein.

In Witness Whereof, the parties hereto have caused this Declaration to be executed the day and date first above written.

SBI LIMITED PARTNERSHIP

Witnesses:

Elizabeth J. White
Elizabeth J. White
Dallas A. Lincoln
Dallas A. Lincoln

By: SCHROEDER BUILDERS, INC.
General Partner

By Keith L. Schroeder
Keith L. Schroeder
President

This foregoing instrument was acknowledged before me this 4th day of August, 1987 by Keith L. Schroeder, President, of Schroeder Builders, Inc., a Michigan Corporation, General Partner of SBI LIMITED PARTNERSHIP

By Elizabeth J. White
Elizabeth J. White

Notary Public, Ingham Co., MI
My Comm. Expires Oct. 2, 1990

LIBER 1649 PC1084

Witnesses:

Elizabeth J. White
Elizabeth J. White
Dallas A. Lincoln
Dallas A. Lincoln

SCHROEDER BUILDERS, INC.

By Keith L. Schroeder
Keith L. Schroeder
President

The foregoing instrument was acknowledged before me this 4th day of August, 1987 by Keith L. Schroeder, President of Schroeder Builders, Inc., a Michigan Corporation.

By Elizabeth J. White
Elizabeth J. White
Notary Public, Ingham Co., MI
My Comm. Expires Oct. 2, 1990

Witnesses:

Carroll A. Alder
Carroll A. Alder
Patricia A. Roesner
Patricia A. Roesner

Merlin C. Townley
Merlin C. Townley
Serena Louise Townley
Serena Louise Townley

The foregoing instrument was acknowledged before me this 20th day of August, 1987 by Merlin C. Townley and Serena Louise Townley, husband and wife.

By: Carroll A. Alder
Carroll A. Alder
Notary Public
Livingston County, MI
My Comm. expires December 21, 1987

Robert C. Alder, Living Trust

Witnesses:

Lydia A. Blakeslee

Lydia A. Blakeslee

Patricia A. Roesner

Patricia A. Roesner

Robert C. Alder

Robert C. Alder, Trustee

The foregoing instrument was acknowledged before me this twentieth
day of August, 1987 by Robert C. Alder, trustee of the
Robert C. Alder Living Trust.

By: Clayton VaresiClayton Varesi
Notary Public

Livingston County, MI

My Comm. expires February 21, 1989

Witnesses:

Mary Nickson

Mary Nickson

Elizabeth J. White

Elizabeth J. White

BANK ONE, EAST LANSING

John H. French IIIJohn H. French III, Senior
Vice PresidentFrances Meekhof

Frances Meekhof, Vice President

The foregoing instrument was acknowledged before me this 26th day
of August, 1987 by John H. French III, Senior Vice President
and Frances Meekhof, Vice President of the above named corporation.

By: Elizabeth J. White
Elizabeth J. WhiteNotary Public, Ingham Co., MI
My Comm. expires Oct. 2, 1990

This instrument was drafted by:
Elizabeth J. White / Schroeder Builders, Inc., P.O. Box 332,
Okemos, MI 48864.

CORNELL WOODS DECLARATION OF COVENANTS AND RESTRICTIONS