

**Georgetown**  
**Covenants & Restrictions**



**DECLARATION OF COVENANTS AND RESTRICTIONS  
GEORGETOWN SUBDIVISION AND TEMPORARY EASEMENTS**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS AND TEMPORARY EASEMENTS is made this 25<sup>th</sup> day of June, 2008, by George F. Eyde Limited Family Partnership located at 4660 Hagadorn, Suite 660, P O Box 4218, East Lansing, Michigan 48826-4218 and Louis J. Eyde Limited Family Partnership, located at 4660 Hagadorn, Suite 660, P O Box 4218, East Lansing, Michigan 48826-4218, (hereinafter called "Developers").

**PURPOSE OF DECLARATION**

The Developers are the owners of the real property described in Article II of this Declaration (the "Property") and desire to complete development of the Property into a residential subdivision called Georgetown.

**DECLARATION**

NOW THEREFORE, the Developers declare that the Property as described in Article II, and any additions thereto as may hereafter be made, is and shall be held, transferred, sold, conveyed, benefited and occupied subject to the covenants and restrictions set forth herein. Said Covenants and Restrictions shall run with the land in perpetuity.

**ARTICLE I**  
**DEFINITIONS**

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

- (a) "Developers" shall mean and refer to George F. Eyde Limited Family Partnership & Louis J. Eyde Limited Family Partnership, their successors and assigns.
- (b) "Lot" shall mean and refer to any numbered parcel of land shown upon the Plat for the construction of a single family residence.

- (c) "Property" or "Georgetown" shall mean and refer to the real property described in Article II hereof and any additions thereto as may hereafter be made according to the terms hereof.
- (d) "Plat" means the recorded subdivision plan of Georgetown, a subdivision located in Meridian Township, Ingham County, Michigan, according to the recorded plat thereof, recorded on 7-30-2008, in Liber 57, Pages 46 - 54, in the records of the Ingham County, Michigan, Register of Deeds.
- (e) "Owner" or "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to or the land contract vendee of any Lot situated upon the Property but, notwithstanding any applicable theory of the mortgagee or land contract vendor, shall not mean or refer to the mortgagee or land contract vendor unless and until such mortgagee or land contract vendor has acquired title pursuant to foreclosure, forfeiture or any proceeding in lieu thereof.

**ARTICLE II**  
**PROPERTY SUBJECT TO THIS DECLARATION**

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

Georgetown, a subdivision of part of the Southwest 1/4 of Section 14, T4N, R1W, Meridian Township, Ingham County, Michigan, the surveyed boundary of said parcel described as: Beginning at the West 1/4 corner of said Section 14; thence N89°56'09"E along the East-West 1/4 line of said Section 14 a distance of 1321.95 feet to the East line of the West 1/2 of said Southwest 1/4 of Section 14; thence S00°05'16"W along said East line 1208.50 feet; thence N89°54'44"W 493.49 feet; thence N78°18'04"W 125.00 feet; thence S68°12'25"W 71.95 feet; thence N78°18'04"W 124.96 feet; thence N58°05'07"W 115.19 feet; thence N77°24'16"W 125.00 feet; thence N60°14'33"W 63.29 feet; thence N80°17'52"W 194.67 feet; thence N89°54'47"W 50.00 feet to the West line of said Section 14; thence N00°05'13"E along said West line 1029.84 feet to the point of beginning; said parcel containing 35.08 acres, containing 42 Lots numbered 1 through 42, inclusive, and three private parks.

**ARTICLE III**  
**RESTRICTIVE COVENANTS**

The restrictions set forth in this Article III, Sections 1-4 are required by the Township of Meridian. The Developers are not making any representation or warranty regarding any of the matters set forth herein. Lot Owners or other interested persons or entities are directed to

contact the Township to obtain any desired information or clarification.

All Lots shall be developed in accordance with applicable Township ordinances, regulations and permitting requirements including, but not limited to, building permits that may include conditions for the protection and preservation of trees, soils and other natural resources.

Section 1. Storm Sewer Leads

Storm sewer leads shall be provided to each Lot in Georgetown. The final location of the lead shall be subject to the approval of the Meridian Township Director of Public Works and Engineering. All residences constructed in the subdivision shall be connected to the leads.

Section 2. Protected Trees

Trees #20-22 and Trees #27 through #42 as depicted on the attached Open Space Plan, Exhibit A, shall be preserved and protected during construction pursuant to the standards outlined in Section 22-179 of the Charter Township of Meridian Code of Ordinances. No construction shall occur within Georgetown until the appropriate protective measures have been installed and approved by the Charter Township of Meridian Director of Community Planning and Development.

Section 3. Regulated Wetlands

Portions of Georgetown contain regulated wetlands. Other than those areas subject to a wetland use permit, no buildings, accessory structures, structural appurtenances, or grading shall be permitted in the regulated wetlands.

Section 4. Water Feature Setback

A water feature setback is located on Lots 2 and 3 as depicted on the attached Exhibit D. Construction on said Lots is subject to Section 62-61 and Section 68-471 of the Meridian Charter Township code of ordinances which deals with construction on property that is the subject of a water feature setback. Prior to any construction or grading on any Lot within Georgetown on which a water feature setback is located, silt fencing shall be installed at the upland edge of any water feature setback. The fencing shall be removed after construction and the area is stabilized.

Section 5. Enforcement.

The foregoing restrictions 1-4 shall run in perpetuity and run with and bind the land and shall vest in the Charter Township of Meridian the right to enforce said restrictions in a court of competent jurisdiction against anyone who has or acquires an interest in the land subject to the restriction. The Developers and any Association of Homeowners subsequently created and transferred any rights or duties under the Declaration shall not have a duty to enforce restrictions 1-4 above. The foregoing restrictions 1-4 may be released or waived in writing but only by the Charter Township of Meridian.

Section 6. Floodplain Restrictions. No filling or occupation of the floodplain area as

designated on the Plat shall be allowed without the prior approval of Meridian Township (and in accordance with Meridian Township's flood plain ordinance) and the Michigan Department of Environmental Quality.

Any building within the Plat used or capable of being used for residential purposes shall:

- (a) Have lower floors, excluding basements, not lower than the elevation of the contour defining the floodplain limits;
- (b) Have openings into the basement not lower than the elevation of the contour defining the floodplain limits;
- (c) Have basement walls and floors below the elevation of the contour defining the floodplain limits, watertight and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the floodplain limits following methods and procedures outlined in chapter 5, type A construction and chapter 6 for class 1 loads found in "Flood Proofing Regulations," EP 1165 2 314 prepared by the Office of the Chief of Engineers, U.S. Army, Washington D.C., December, 1995. Figure 6, page 14-5 of the regulations shows typical foundation drainage and waterproofing details. This document is available, at no cost, from the Department of Environmental Quality, Land and Water Management Division, P.O. Box 30458, Lansing, Michigan 48909, or Department of Army, Corps of Engineers, Publications Depot, 890 S. Pickett, Alexandria, Virginia 22304;
- (d) Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building; and
- (e) Be properly anchored to prevent flotation.

For purposes of these restrictions, the floodplain area is all land within the Plat at an elevation of 847.5 feet N.G.V. Datum except for lot 13 through lot 16 which are at an elevation of 847.6 feet N.G.V. Datum.

In the event of any conflict between the restrictions contained within this Article III, Section 6 and any other restrictions contained within these Covenants and Restrictions, the restrictions contained within this section shall control. These restrictions shall be observed in perpetuity and excluded from any time limitations.

#### Section 7. Sidewalk Requirements.

The Charter Township of Meridian requires the construction of sidewalks within the road right of way. Therefore, after conveyance of any Lot from Developers and at the time of constructing a dwelling upon a Lot, but before issuance of a certificate of occupancy for the dwelling, the owner of said Lot shall be required at his or her sole expense, to construct a five (5) foot wide concrete sidewalk immediately adjacent to said Lot running parallel with and within the road right of way in a location and constructed in accordance with township engineering design and construction standards approved in advance by the Charter Township of Meridian's Director of Engineering and Public Works.

Any financial assurance related to any of the foregoing given the Township or any other governmental agency by the Developers shall be the property of and refunded to the Developers. In the event a Lot Owner fails to perform any of the foregoing requirements ("Requirements"), the Developers may do any work necessary to meet those Requirements and charge the Lot Owner for the work and any other cost associated with same. In that event, if a Lot Owner does not pay Developers for the work within 30 days of Developers providing Lot Owner with an invoice, then Developers, in addition to a construction lien and any other remedy or right Developers may have, may maintain a cause of action against Lot Owner to recover the cost of the Work. In that event, Lot Owner will be responsible to Developers for any costs incurred in collecting that sum including actual reasonable attorneys fees.

#### ARTICLE IV EASEMENTS

##### Section 1. Temporary Turn Around Easement

For and in consideration of the improvement of Twinging Drive, a county highway, and other valuable consideration, the receipt of which is acknowledged, Developers hereby grant to the Ingham County Road Commission and Meridian Charter Township a temporary non-exclusive easement for vehicular and emergency vehicle traffic and the use by public utilities across that portion of real property owned by Developer adjacent to Georgetown, legally described as:

An easement in the Southwest 1/4 of Section 14, T4N, R1W, Meridian Township, Ingham County, Michigan, described as: Commencing at the West 1/4 corner of said Section 14; thence S00°05'13"W along the West line of said Section 14 a distance of 1029.84 feet; thence S89°54'47"E 50.00 feet; thence S80°17'52"E 194.67 feet; thence S60°14'33"E 63.29 feet; thence S77°24'16"E 125.00 feet; thence S58°05'07"E 115.19 feet; thence S78°18'04"E 930.9 feet to the point of beginning of this easement description; thence continuing S78°18'04"E 31.87 feet; thence N68°12'25"E 71.95 feet; thence S05°14'25"W 120.73 feet; thence S85°22'19"W 97.76 feet; thence N05°32'22"E 108.37 feet to the point of beginning; said easement containing 0.23 acre more or less; said easement subject to all other easements and restrictions if any,

(hereinafter "Turn Around Easement"), and depicted on the attached Exhibit B, for purposes of turning, maneuvering or operating any road plowing, maintenance or emergency vehicles or use by any public or quasi-public utility providers. The Turn Around Easement is not for public use and cannot be assigned by the Ingham County Road Commission or Meridian Charter Township.

Developers shall be responsible for all costs associated with construction of the Turn Around Easement and maintenance of same, however as the Ingham County Road Commission will use

the Turn Around Easement to provide winter maintenance, it may provide additional gravel and grading if necessary to facilitate its operation.

This conveyance includes a release of any and all claims to damages to Developers' adjoining property, arising from or incidental to the laying out, establishing, altering, widening, change of grade, drainage within the right of way, and improving of the highway in, over and upon the Turn Around Easement Area. This conveyance also includes the consent of the Developers to the removal at any time of such trees, shrubs and vegetation as, in the judgment of the Ingham County Road Commission, is necessary to the construction and maintenance of the highway, further notice of such removal being hereby expressly waived; provided that all desirable trees, shrubs and vegetation which do not interfere with the construction, maintenance or use of the highway, are to be preserved and shall not be removed or disturbed; and provided further, that all timber, logs, and parts of trees suitable for firewood resulting from removal of any trees shall be reserved for the Developer.

The Developer covenants and agrees for itself, its heirs, executors, administrators, successors and assigns, that no billboard, sign board or advertising device, other than those advertising articles produced or sold on the premises, shall be erected, permitted or maintained in or upon the remaining lands and premises now owned by the Developer immediately adjoining the lands herein conveyed, and within a distance of three hundred feet from the highway centerline, measured at right angles to said line. This covenant is hereby declared to be a perpetual covenant and shall be construed as a real covenant attached to and running with the land.

The Turn Around Easement shall automatically expire when Twinging Drive is extended (and dedicated to public use) to a location that provides an additional outlet from the Plat for vehicular traffic traveling in a southerly direction beyond the location of the Turn Around Easement.

#### Section 2. Temporary Access Easement

Developers hereby grant to the Ingham County Road Commission and Meridian Charter Township a temporary non-exclusive easement for vehicular and emergency vehicle ingress and egress to Georgetown across that portion of the real property owned by Developer adjacent to Georgetown and legally described as and depicted on the attached Exhibit C (hereinafter "Temporary Access Easement") for purposes of gaining access to any public roads within Georgetown from Powell Road. The Temporary Access Easement is not for public use and cannot be assigned by the Ingham County Road Commission or Meridian Charter Township.

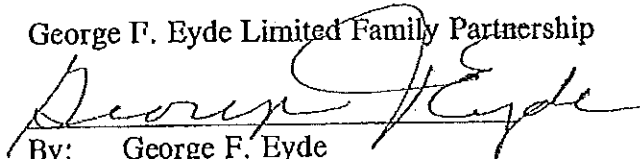
Developers shall be responsible for all costs associated with construction of the Temporary Access Easement. Ingham County Road Commission and Meridian Charter Township shall be responsible for all maintenance and repair of the Temporary Access Easement.

This easement shall automatically expire when the Temporary Access Easement area is dedicated to the public, upon the extension of Anacostia Drive or any conjoining roadway so as to allow for vehicular ingress and egress to/from Powell Road to/from the Plat or an adjacent plat.

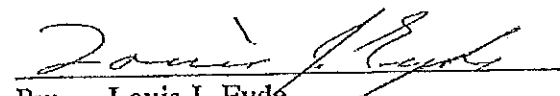
IN WITNESS WHEREOF, the Developers have caused this Declaration to be executed the day and date first above written.

DEVELOPERS:

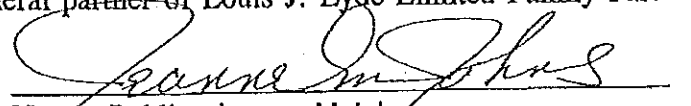
George F. Eyde Limited Family Partnership

  
By: George F. Eyde  
Its: General Partner

Louis J. Eyde Limited Family Partnership

  
By: Louis J. Eyde  
Its: General Partner

The foregoing instrument was acknowledged before me in TICHAM County, Michigan, on the 25<sup>th</sup> day of June, 2008, by George F. Eyde, general partner of George F. Eyde Limited Family Partnership, a Michigan Limited Partnership, for the partnership and Louis J. Eyde, general partner of Louis J. Eyde Limited Family Partnership, for the partnership.

  
Notary Public Jeanne M Johns  
State of Michigan, County of Ingham  
My Commission Expires: March 8, 2013  
Acting in the County of Ingham

Drafted by:  
Oade, Stroud & Kleiman, P.C.  
200 Woodland Pass, P.O. Box 1296  
East Lansing, MI 48826-1296  
(517) 351-3550



EXHIBIT "A"

OPEN SPACE PLAN  
**GEORGETOWN**

A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 14,  
 T4N, R1W, MERIDIAN TOWNSHIP, INGHAM COUNTY, MICHIGAN

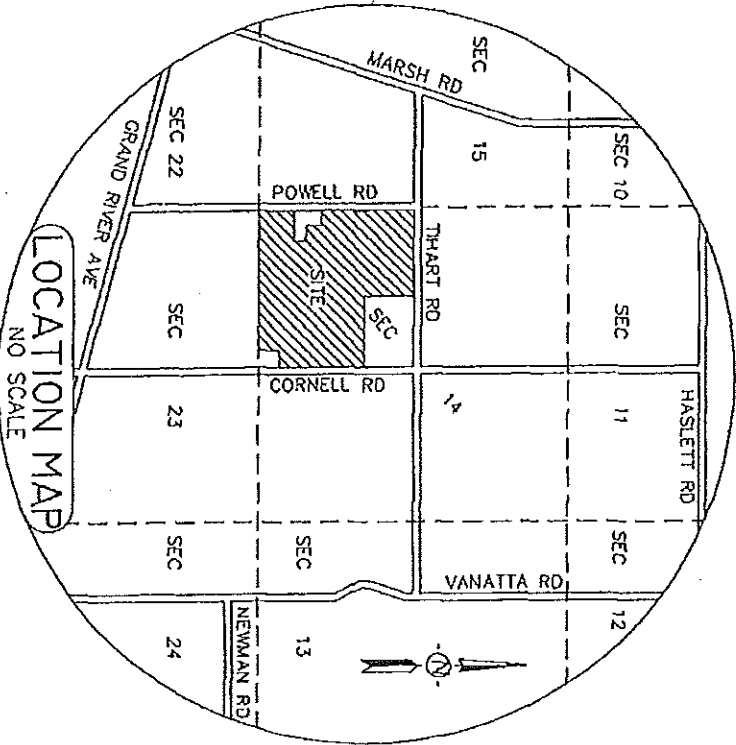
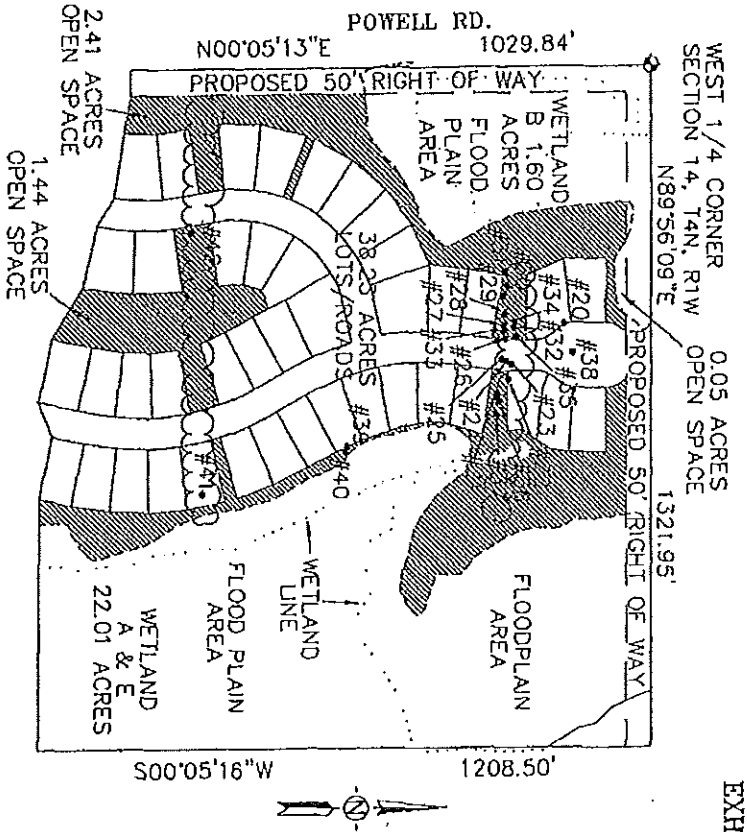
Conducted September 30, 2004 by KEBS, Inc.

Log Of Inventoried Trees

Tag Number	Common Name	Scientific Name	Multiple trunks	Size (dbh)
20	Shogbark Hickory	Coryo ovoto		23.5
21	Burr Oak	Quercus macrocorpo		42.5
22	Burr Oak	Quercus macrocorpo		20
23	Shogbark Hickory	Coryo ovoto		12
24	Burr Oak	Quercus macrocorpo		15
25	Northern Red Oak	Quercus rubro		18
26	Northern Red Oak	Quercus rubro		14
27	Northern Red Oak	Quercus rubro		12
28	Northern Red Oak	Quercus rubro	X4	19, 23, 23,
29	Pignut Hickory	Coryo globro		15.5
30	Shogbark Hickory	Coryo ovoto		17
31	Green Ash	Foxinus pennsylvenco		15
32	Shogbark Hickory	Coryo ovoto		10
33	Northern Red Oak	Quercus rubro	X2	8.5, 7
34	Northern Red Oak	Quercus rubro		11.5
35	Northern Red Oak	Quercus rubro		10
36	Burr Oak	Quercus macrocorpo		9
37	Burr Oak	Quercus macrocorpo		18
38	Shogbark Hickory	Coryo ovoto		20
39	Shogbark Hickory	Coryo ovoto		25
40	Elm	Ulmus sp.		20
41	Shogbark Hickory	Coryo ovoto		25
42	Cherry	Prunus sp.		21
43	Cherry	Prunus sp.		21

Tree numbers 1-15 and 21 were flogged in the field by Meridion Townships environmental consultant.

At the time of the survey, no other trees were found to be flogged. Trees were inventoried following the recommendations suggested by the Township environmental consultant in the WCR report dated September 16, 2004 and included in the Township Memorandum also dated September 16, 2004.

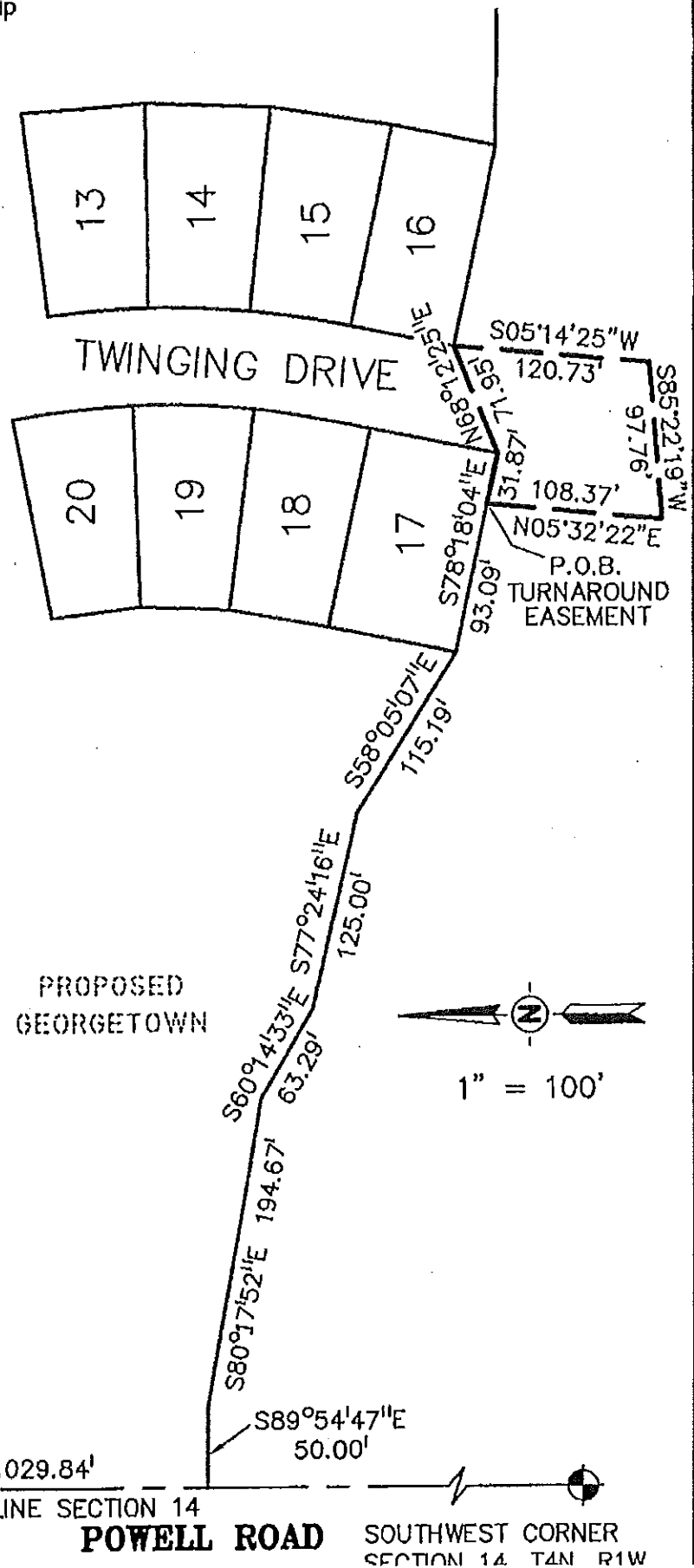


# EXHIBIT "B"

For:  
 George F. Eyde Limited Family Partnership &  
 Louis J. Eyde Limited Family Partnership  
 4660 S. Hagadorn Road  
 East Lansing, Michigan 48823

## TWINGING DRIVE TURN AROUND EASEMENT

An easement in the Southwest 1/4 of Section 14, T4N, R1W, Meridian Township, Ingham County, Michigan, described as: Commencing at the West 1/4 corner of said Section 14; thence S00°05'13"W along the West line of said Section 14 a distance of 1029.84 feet; thence S89°54'47"E 50.00 feet; thence S80°17'52"E 194.67 feet; thence S60°14'33"E 63.29 feet; thence S77°24'16"E 125.00 feet; thence S58°05'07"E 115.19 feet; thence S78°18'04"E 930.9 feet to the point of beginning of this easement description; thence continuing S78°18'04"E 31.87 feet; thence N68°12'25"E 71.95 feet; thence S05°14'25"W 120.73 feet; thence S85°22'19"W 97.76 feet; thence N05°32'22"E 108.37 feet to the point of beginning; said easement containing 0.23 acre more or less; said easement subject to all other easements and restrictions if any.



# EXHIBIT "C"

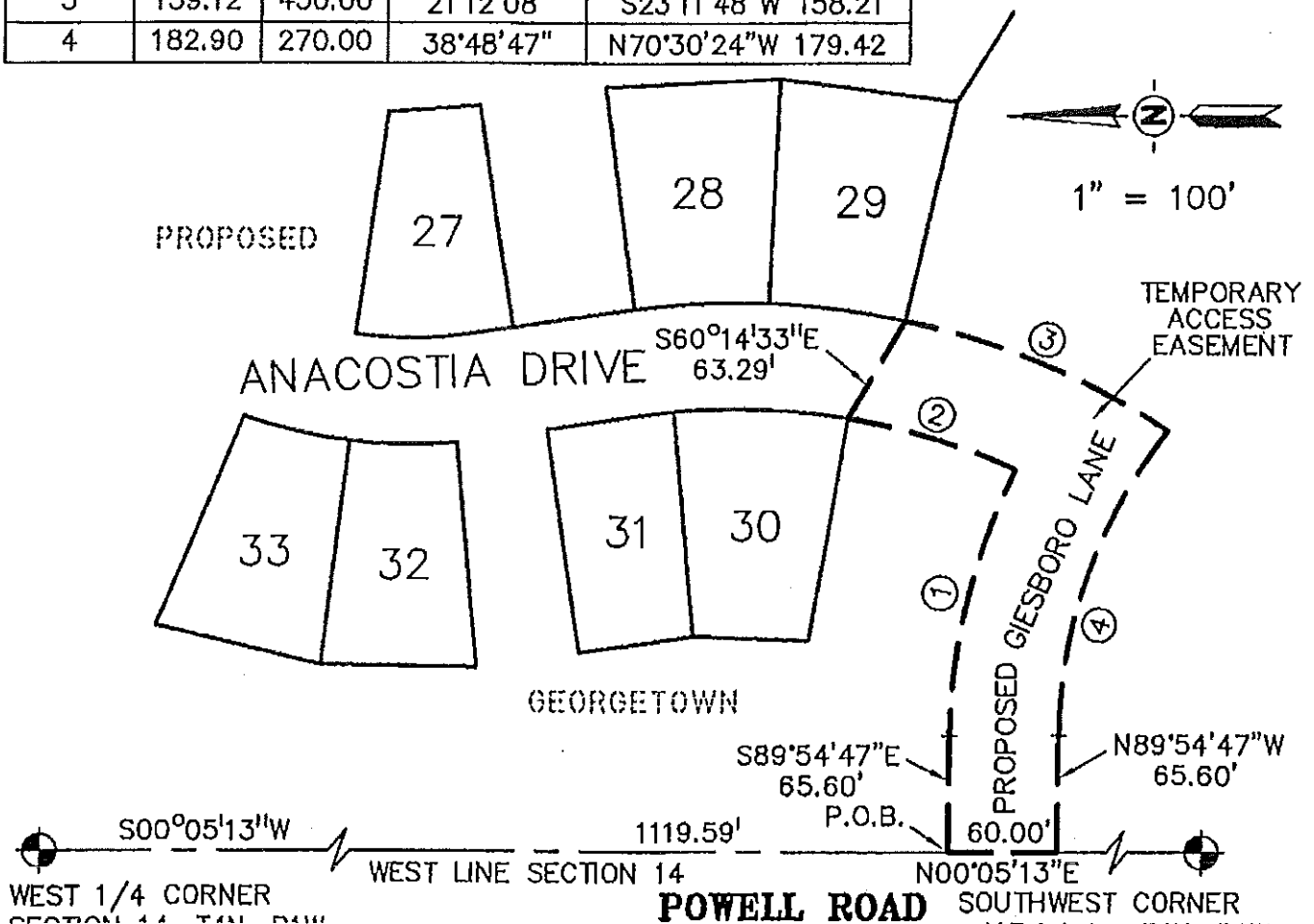
For:

George F. Eyde Limited Family Partnership &  
 Louis J. Eyde Limited Family Partnership  
 4660 S. Hagadorn Road  
 East Lansing, Michigan 48823

## ANACOSTIA DRIVE & GIESBORO LANE ACCESS EASEMENT:

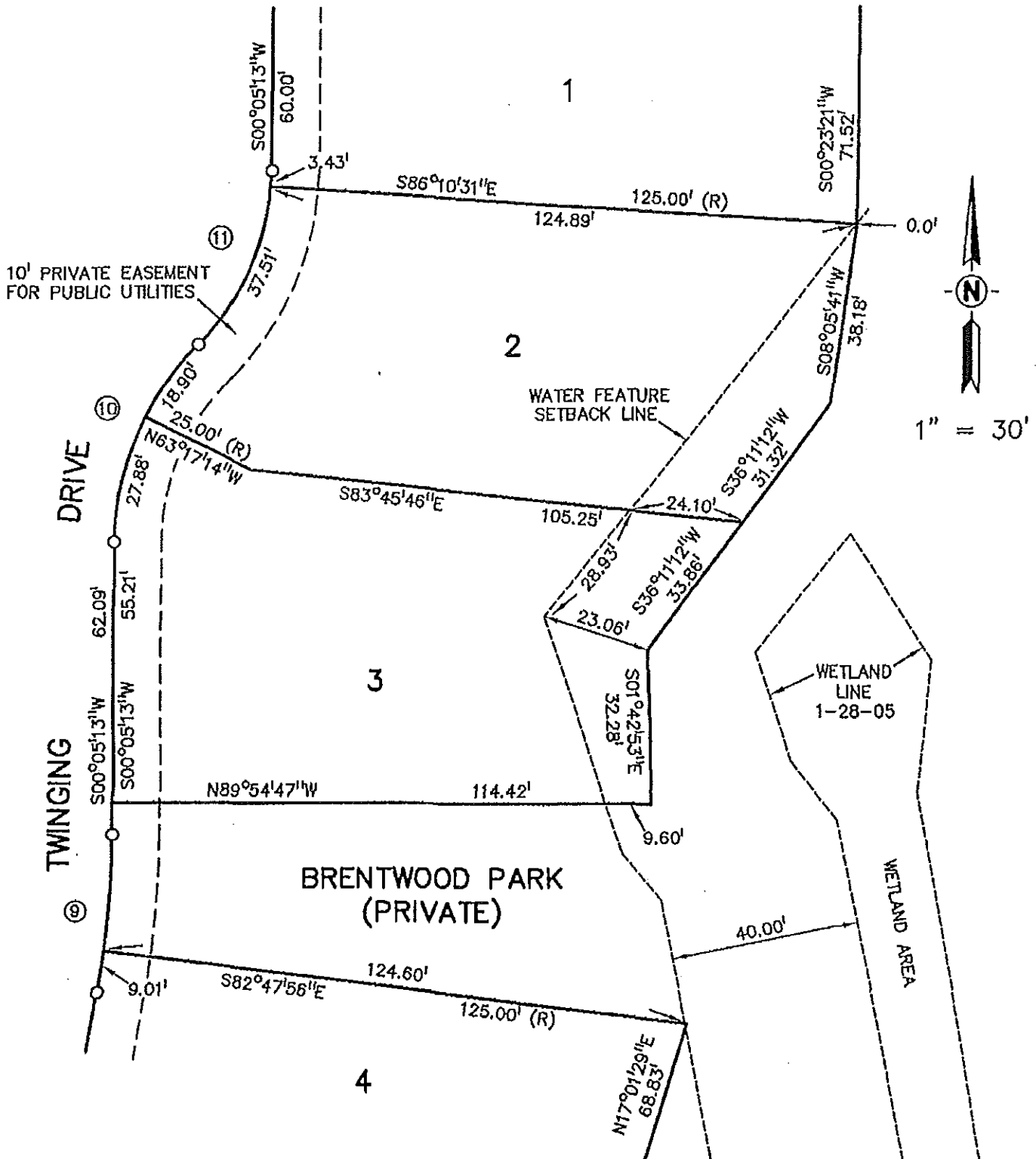
A part of the Southwest 1/4 of Section 14, T4N, R1W, Meridian Township, Ingham County, Michigan, described as: Commencing at the West 1/4 corner of said Section 14; thence S00°05'13"W along the West line of said Section 14 a distance of 1119.59 feet to the point of beginning of this easement description; thence S89°54'47"E 65.60 feet; thence Southeasterly 153.41 feet on a curve to the right, said curve having a radius of 330.00 feet, a delta angle of 26°38'05" and a chord length of 152.03 feet bearing S76°35'45"E; thence Northeasterly 96.80 feet on a curve to the left, said curve having a radius of 370.00 feet, a delta angle of 14°59'22" and a chord length of 96.52 feet bearing N17°11'49"E; thence S60°14'33"E 63.29 feet; thence Southwesterly 159.12 feet on a curve to the right, said curve having a radius of 430.00 feet, a delta angle of 21°12'08" and a chord length of 158.21 feet bearing S23°11'48"W; thence Northwesterly 182.90 feet on a curve to the left, said curve having a radius of 270.00 feet, a delta angle of 38°48'47" and a chord length of 179.42 feet bearing N70°30'24"W; thence N89°54'47"W 65.60 feet to said West line; thence N00°05'13"E along said West line 60.00 feet to the point of beginning; said easement containing 0.23 acre more or less; said easement subject to all other easements and restrictions if any.

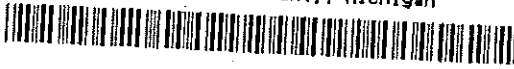
CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING
1	153.41	330.00	26°38'05"	S76°35'45"E 152.03
2	96.80	370.00	14°59'22"	N17°11'49"E 96.52
3	159.12	430.00	21°12'08"	S23°11'48"W 158.21
4	182.90	270.00	38°48'47"	N70°30'24"W 179.42



# EXHIBIT "D"

## WATER FEATURE SETBACK DETAIL





**SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS  
AND GRANT OF EASEMENTS FOR GEORGETOWN**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS AND GRANT OF EASEMENTS (hereinafter "Declaration"), is made this 25<sup>th</sup> day of June, 2008, by Louis J. Eyde Limited Family Partnership, a Michigan Limited Partnership whose address is 4660 S. Hagadorn Rd., Suite 660, P.O. Box 4218, East Lansing, MI 48826-4218 and George F. Eyde Limited Family Partnership a Michigan Limited Partnership whose address is 4660 S. Hagadorn Rd., Suite 660, P.O. Box 4218, East Lansing, MI 48826-4218, hereinafter referred to as "Developers."

**PURPOSE OF DECLARATION AND GRANT:**

The Developers are the owners of all of the lots within Georgetown subdivision being the real property described in Article II of this Declaration (the "Property") who desire to complete development of the Property into a residential subdivision called Georgetown for the benefit of the future lot owners and residents.

The Developers desire that each lot within Georgetown be subject to certain building and use restrictions as set forth herein for the common benefit of all owners of lots. Further, to create and provide for the maintenance, preservation, use, conservation and integration of the wetland and wooded natural open spaces (the "Common Spaces") in Georgetown, the Developers desire to subject the Property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the lot owners and residents.

Further, the Developers deem it desirable, to establish an organization to own the Common Spaces and to be assigned the powers and duties of maintaining, administering and enforcing these covenants and restrictions as well as collecting and disbursing the assessments and charges hereinafter created. The Developers have established GHA of Meridian, a non-profit corporation, for the purpose of exercising these functions.

In this Declaration the Developers reserve broad powers to direct and control the development and use of the lots and Common Spaces, including the power to amend these restrictions. It is the intention of Developers that any ambiguity about the extent of Developers' authority be construed and resolved in favor of Developers, and each lot owner, upon purchasing an interest in a lot, contractually agrees to that principle.

Anyone seeking to acquire an interest in a lot in Georgetown is advised to review this Declaration in its entirety and seek the advice of legal counsel in connection herewith.

## DECLARATION AND GRANT

NOW THEREFORE, the Declarant declares that the Property as described in Article II, and any additions thereto as may hereafter be made, is and shall be held, transferred, sold, conveyed, benefited and occupied subject to the covenants, restrictions, easements, charges and liens set forth herein.

### ARTICLE I DEFINITIONS

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

1. **"Architectural Prints"** means:
  - (1) 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,
  - (2) complete building plans,
  - (3) 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
  - (4) a plot plan showing the location of all building(s) and appurtenances relative to the Lot lines.
2. **"Association"** shall mean and refer to the Georgetown Homeowner's Association.
3. **"Common Spaces"** means those areas within the Property described on the Plat as Langdon Park and Brentwood Park and those private access easements which provide access to said parks, storm water drainage and detention areas or other areas within the Plat designated on the Plat as devoted to the common use and enjoyment of the owners of lots and Members of the Association.
4. **"Developers"** means Louis J. Eyde Limited Family Partnership and George F. Eyde Limited Family Partnership, their successors or assigns.
5. **"Development Stage"** means the period commencing with the recording of these Declarations and continuing as long as the Developers own any Lot which they offer for sale.
6. **"Landscaping"** means trees, shrubs, hedges, fences, retaining walls, rock gardens or other vegetation or landscaping structures or devices.
7. **"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.

8. "Lot" means any numbered parcel of land shown upon the Plat and intended for the construction of a single-family residence.

9. "Member" means all those Owners who are Members of the Association as provided in Article IV, Section 1, hereof.

10. "Owner" or "Lot Owner" means the record owner, whether one or more persons or entities, of the fee simple title to or the land contract vendee of any Lot but, notwithstanding any applicable theory of the mortgagee or land contract vendor, shall not mean or refer to the mortgagee or land contract vendor unless and until such mortgagee or land contract vendor has acquired title pursuant to foreclosure, forfeiture or any proceeding in lieu thereof.

11. "Plat" means the recorded subdivision plan of Georgetown, a subdivision located in Meridian Township, Ingham County, Michigan, according to the recorded plat thereof, recorded on 7-30-2008, in Liber 57, Pages 46 - 54, in the records of the Ingham County, Michigan, Register of Deeds.

12. "Property" or "Georgetown" means the real property described in Article II hereof and any additions thereto as may hereafter be made according to the terms hereof.

**ARTICLE II**  
**PROPERTY SUBJECT TO THIS DECLARATION**

**Section 1. The Property.**

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

Georgetown, a subdivision of part of the Southwest 1/4 of Section 14, T4N, R1W, Meridian Township, Ingham County, Michigan, the surveyed boundary of said parcel described as: Beginning at the West 1/4 corner of said Section 14; thence N89°56'09"E along the East-West 1/4 line of said Section 14 a distance of 1321.95 feet to the East line of the West 1/2 of said Southwest 1/4 of Section 14; thence S00°05'16"W along said East line 1208.50 feet; thence N89°54'44"W 493.49 feet; thence N78°18'04"W 125.00 feet; thence S68°12'25"W 71.95 feet; thence N78°18'04"W 124.96 feet; thence N58°05'07"W 115.19 feet; thence N77°24'16"W 125.00 feet; thence N60°14'33"W 63.29 feet; thence N80°17'52"W 194.67 feet; thence N89°54'47"W 50.00 feet to the West line of said Section 14; thence N00°05'13"E along said West line 1029.84 feet to the point of beginning; said parcel containing 35.08 acres, containing 42 Lots numbered 1 through 42, inclusive, and three private parks.

**Section 2. Current and Future Development.**

Georgetown contains 42 Lots numbered 1 through 42 inclusive.

The Developers, their successors and assigns, shall have the right, but not the obligation, to bring within the scheme of this Declaration additional real property which may become owned by Developers, their successors or assigns, provided that such additions are adjacent to Georgetown and approved by

the Township of Meridian and other governmental authorities.

The additions authorized under this Section shall be made by filing of record an addendum to these Declarations with respect to any additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

Such addendum may contain such 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 Property and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such addendum revoke, nullify or directly conflict with the covenants established by this Declaration.

### ARTICLE III ADMINISTRATION OF RESTRICTIONS

During the Development Stage of the Plat and contiguous lands, Developers intend to retain control of the administration of these restrictions, other than those to be administered by the Architectural Control Committee pursuant to Article VIII of these Restrictions. Once development is completed or substantially completed, Developers may, in their discretion, transfer administration of these restrictions to the Association to be created and/or reserve the right to retain administration of any portion of these restrictions indefinitely. Prior to any transfer to the Association, Developers reserve the right to transfer or assign their rights hereunder, in whole or in part, to any other person or entity. Successors of Developers shall automatically accede to all rights of Developers under these Declarations.

Should an owner of any Lot within the Plat violate any of these restrictions, Developers or the Association shall have the right to charge the cost of enforcement of these Restrictions (including actual reasonable attorneys fees) against the Lot Owner, which cost shall become a lien on the owner's Lot until paid, once a notice of claim of lien is recorded by Developers or the Association with the Ingham County Register of Deeds; and which may be foreclosed in the manner of the foreclosure of a mortgage under the statutes of Michigan or Developers or the Association may file a suit at law for a money judgment or pursue any other relief allowed by Michigan law. Prior to any transfer to the Association, Developers may also transfer or assign their rights hereunder, in whole or in part, to any one person or entity for the purpose of enforcement.

### ARTICLE IV 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 vendee's interest, in any Lot subject to assessment by the Association shall be a Member of the Association, however, any 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 in Association matters 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.

#### Section 3. Association Articles of Incorporation and By-Laws.

The manner and methods by which the Association conducts its business shall be governed by



the Articles of Incorporation to be filed with the Michigan Department of Labor & Economic Growth - Bureau of Commercial Services and Bylaws adopted by the incorporators of the Association, both as may be amended from time to time, as well as this Declaration.

**ARTICLE V**  
**EASEMENTS COMMON SPACES AND ADDITIONAL UNDEVELOPED LAND**

**Section 1. Easement to Association.**

The Association is granted an easement to use the Common Spaces for passive recreation of its members and their guests and invitees, such as hiking and cross country skiing, so long as said use does not alter, affect, impair or denigrate the natural condition and appearance of the Common Spaces. The easement shall be perpetual and appurtenant to, pass and run with the title to every Lot. Every Member shall have a right to use the easement. The Developers, and subsequently the Association when it is conveyed the Common Spaces, may establish rules and regulations which prescribe conduct and usage within the Common Spaces. The cost of insurance and maintenance of said Common Spaces shall be borne by the Association. The easement shall be merged and extinguished in whole or in part as the case may be upon the conveyance of the Common Spaces by the Developers to the Association. Notwithstanding the foregoing, any subsequent restrictions, rules or regulations imposed by the Developers upon the Common Spaces shall remain in full force and effect unless revoked or amended as specified herein.

**Section 2. Delegation of Rights by Member.**

The right of enjoyment in the Common Spaces of an Association member may be delegated to persons in the Member's family who reside upon a Lot, to any of a Member's tenants who reside on a Lot under a leasehold interest for a term of one year or more, or to the specifically authorized guests and/or invitees thereof.

**Section 3. Title to and Conveyance of Common Spaces.**

The Developers shall convey, and the Association shall accept, upon conveyance, the Common Spaces after the recording of this Declaration at a time to be determined by Developers. At its sole option, the Developers may retain title to the Common Spaces until such time as it has completed improvements to the Property and until such time as, in the sole opinion of the Developers, the Association is able to maintain the Common Spaces. Upon the Developer's conveyance of the Common Spaces, the Association shall be responsible for insuring and maintaining the Common Spaces. In addition, the Association shall have the responsibility for maintaining the landscaped median located immediately south of the intersection of Twinging Drive and Tihart Road.

**Section 4. Dedication of the Common Spaces.**

After conveyance from the Developers, and subject to the approval of the Charter Township of Meridian, the Association may dedicate or transfer all or any part of the Common Spaces to a land conservancy, the Charter Township of Meridian, any public or quasi-public entity, agency, 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, shall be effective unless an instrument is signed by Members entitled to cast two-thirds (2/3) of the total possible votes of Members, and after written notice of the proposed agreement and action thereunder is sent to every Member at the Member's designated address at least ninety (90) days in advance of any action taken. To be effective, any such dedication or transfer instrument must be recorded in the Ingham County Register of Deeds office.

Section 5. Additional Undeveloped Land.

Additional undeveloped land within the Plat may include any land not designated as a lot, dedicated to the public or "common spaces," and may include wetlands and floodplain (hereinafter "Additional Undeveloped Land"). The Developers may convey, and the Association shall accept, upon conveyance, the Additional Undeveloped Land after the recording of this Declaration at a time to be determined by the Developers. At its sole discretion, the Developers may retain title to the Additional Undeveloped Land until such time as it has completed improvements to the Property and until such time as, in the sole opinion of the Developers, the Association is to able to maintain the Additional Undeveloped Land.

Section 6. Temporary Turn Around Easement

Developers hereby grant to the Ingham County Road Commission and Meridian Charter Township a temporary non-exclusive easement for vehicular and emergency vehicle traffic and the use by public utilities across that portion of real property owned by Developer adjacent to Georgetown, legally described as:

An easement in the Southwest 1/4 of Section 14, T4N, R1W, Meridian Township, Ingham County, Michigan, described as: Commencing at the West 1/4 corner of said Section 14; thence S00°05'13"W along the West line of said Section 14 a distance of 1029.84 feet; thence S89°54'47"E 50.00 feet; thence S80°17'52"E 194.67 feet; thence S60°14'33"E 63.29 feet; thence S77°24'16"E 125.00 feet; thence S58°05'07"E 115.19 feet; thence S78°18'04"E 930.9 feet to the point of beginning of this easement description; thence continuing S78°18'04"E 31.87 feet; thence N68°12'25"E 71.95 feet; thence S05°14'25"W 120.73 feet; thence S85°22'19"W 97.76 feet; thence N05°32'22"E 108.37 feet to the point of beginning; said easement containing 0.23 acre more or less; said easement subject to all other easements and restrictions if any,

(hereinafter "Turn Around Easement"), and depicted on the attached Exhibit A, for purposes of turning, maneuvering or operating any road plowing, maintenance or emergency vehicles or use by any public or quasi-public utility providers. The Turn Around Easement is not for public use and cannot be assigned by the Ingham County Road Commission or Meridian Charter Township.

Developers shall be responsible for all costs associated with construction of the Turn Around Easement and maintenance of same, however as the Ingham County Road Commission will use the Turn Around Easement to provide winter maintenance, it may provide additional gravel and grading if necessary to facilitate its operation.

This conveyance includes a release of any and all claims to damages to Developers' adjoining property, arising from or incidental to the laying out, establishing, altering, widening, change of grade, drainage within the right of way, and improving of the highway in, over and upon the Turn Around Easement Area. This conveyance also includes the consent of the Developers to the removal at any time of such trees, shrubs and vegetation as, in the judgment of the Ingham County Road Commission, is necessary to the construction and maintenance of the highway, further notice of such removal being hereby expressly waived; provided that all desirable trees, shrubs and vegetation which do not interfere with the construction, maintenance or use of the highway, are to be preserved and shall not be removed

or disturbed; and provided further, that all timber, logs, and parts of trees suitable for firewood resulting from removal of any trees shall be reserved for the Developer.

The Developer covenants and agrees for itself, its heirs, executors, administrators, successors and assigns, that no billboard, sign board or advertising device, other than those advertising articles produced or sold on the premises, shall be erected, permitted or maintained in or upon the remaining lands and premises now owned by the Developer immediately adjoining the lands herein conveyed, and within a distance of three hundred feet from the highway centerline, measured at right angles to said line. This covenant is hereby declared to be a perpetual covenant and shall be construed as a covenant attached to and running with the land.

The Turn Around Easement shall automatically expire when Twinging Drive is extended (and dedicated to public use) to a location that provides an additional outlet from the Plat for vehicular traffic traveling in a southerly direction beyond the location of the Turn Around Easement.

#### Section 7. Temporary Access Easement

Developers hereby grant to the Ingham County Road Commission and Meridian Charter Township a temporary non-exclusive easement for vehicular and emergency vehicle ingress and egress to Georgetown across that portion of the real property owned by Developer adjacent to Georgetown and legally described as and depicted on the attached Exhibit B (hereinafter "Temporary Access Easement") for purposes of gaining access to any public roads within Georgetown from Powell Road. The Temporary Access Easement is not for public use and cannot be assigned by the Ingham County Road Commission or Meridian Charter Township.

Developers shall be responsible for all costs associated with construction of the Temporary Access Easement. Ingham County Road Commission and Meridian Charter Township shall be responsible for all maintenance and repair of the Temporary Access Easement.

This easement shall automatically expire when the Temporary Access Easement area is dedicated to the public, upon the extension of Anacostia Drive or any conjoining roadway so as to allow for vehicular ingress and egress to/from Powell Road to/from the Plat or an adjacent plat.

### ARTICLE VI COVENANT FOR ASSESSMENTS

#### Section 1. Annual and Special Assessments & Lien.

Each Lot Owner within Georgetown is hereby subject to pay to the Association: (1) annual assessments for common and ordinary maintenance and administration of the Common Spaces and Association to be fixed, established and collected from time to time as hereinafter provided; and (2) special assessments for capital improvements to the Common Spaces. The annual and special assessments, together with a finance charge and any costs of collection including actual reasonable attorney fees, shall be a lien on the Lot and shall be continuing until paid. Each assessment, together with the finance charge and costs of collection, including actual reasonable attorney fees, shall also be the personal obligation of the Lot Owner at the time the Assessment became due.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used for the purpose of promoting the health, safety, and welfare (including recreation) of the residents in Georgetown and in particular for the improvement and maintenance of any Common Space in Georgetown including but not limited to; cleaning and maintaining private drains, 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 for Annual Assessments.

For each calendar year 2009, 2010 and 2011, the annual assessment shall be \$50.00 per Lot paid without proration upon a closing of the sale of the Lot from the Developers. From and after January 1, 2012, the annual assessment shall be \$50.00 per Lot unless increased by vote of the Members, as hereinafter provided, for the next succeeding three (3) years and at the end of each such period of three (3) years for the succeeding period of three (3) years and so on. 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 Article of Incorporation or these declarations. The Members may after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount than previously determined unless the amount so fixed is insufficient to pay current maintenance costs of the Association.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessment authorized by Section 3 above, 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 capital improvement upon the Common Spaces, 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 the Members designated address 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 then (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 in person or by proxy of Members who constitute twenty-five (25) percent of all the Members shall constitute a quorum. If the required quorum is not achieved at any meeting, another meeting may be called, subject to the notice requirements 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 and due March 1st commencing with the year 2009. 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 31 of each year prior to the year of the assessment and following such regular 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 Property and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection.

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 assessments 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), then the Assessment shall be delinquent and shall, together with such finance charge and any cost of collection, be a continuing lien on the Lot which shall bind such property in the hands of the then Lot Owner to pay such assessment. However, the Assessment shall also remain the personal obligation of the Lot Owner at the time the Assessment became due.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear a finance charge from the date of delinquency at the rate of seven percent (7%) 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 Lot according to the statute for foreclosure of mortgages, and there shall be added to the amount of such assessment all 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 an actual 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 a Lot 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 Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot 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 Property 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 Spaces as defined in Article I, Section 1 hereof, and easements for access thereto; and (c) any Lots owned by the Developers, their owners, partners or entities owned by them or their family members and the Lots are not developed with homes constructed thereon. No other Lot, land or improvements devoted to dwelling use shall be exempt from said assessments, charges or lien.

**ARTICLE VII**  
**VARIANCES, DETERMINATIONS AND APPROVALS**

Developers 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 Developers, 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, or any applicable Meridian Charter Township ordinance.

If transfer of administration of any restriction has been made by Developers to the Association or ACC, all determinations and approvals required of Developers under such restriction, and all variances therefrom obtainable from Developers shall be obtained from the Association or ACC having administration over same.

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

The Developers, the Association and ACC shall not be liable for, and are specifically released from, any claimed damage as a direct or consequential result or in any way associated with the grant or denial of any variance; making a determination or approval or failure to make approval; the enforcement or failure to enforce any covenant and/or restriction; and/or any other act or failure to act in any way arising out of or associated with these Restrictions and any amendments thereto.

**ARTICLE VIII**  
**RESTRICTIVE COVENANTS**

Section 1. Review by Committee.

Until January 1, 2027, the Developers shall appoint an Architectural Control Committee (ACC). After January 1, 2027, the ACC shall be appointed by the Association Board of Directors. The ACC shall consist of a minimum of two (2) persons and a maximum of three (3) persons. Every restriction contained within this Article VIII shall be interpreted and enforced by the Developers or the ACC in their sole discretion in accordance with standards established by the Declarant and the ACC taking into account all relevant factors including structure and Lot size, harmony of external design, location in relation to surrounding structures and topography, grade elevations and quality of workmanship, colors and

materials. Sections 1 through 20 of this Article VIII may be modified or waived by the Developers or the ACC, in their sole discretion, provided they do so in writing and such modification and waiver may only be granted on a case-by-case basis. If the ACC desires to modify a restriction as it applies to all Lots, it must obtain an amendment to this Declaration as provided below.

Section 2. 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 in writing by the ACC.

The Architectural Prints shall be submitted to the ACC, which shall have thirty (30) days following submission to either approve or reject them. If the ACC does not approve or reject within the thirty (30) days following submission of the Architectural Prints they shall be deemed approved. If the ACC rejects all or any portion of the Architectural Prints, the owner shall resubmit them or portions of them, and the ACC shall have fifteen (15) days after submission within which to accept or reject. Failure of the ACC to accept or reject shall be deemed acceptance.

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

The ACC's approval of Architectural Prints does not equate to granting of a variance under Article VII. Any variance must be separately and specifically approved as required by Article VII.

Section 3. Lawns, Landscaping and Natural Areas.

Each Lot, including the area between front lot line and the curb, shall be seeded, sodded or landscaped in a neat, orderly and aesthetically pleasant manner within one (1) year from the start of construction. Natural areas will be allowed if approved by the ACC.

Section 4. Protected Trees

Trees #20-22 and Trees #27 through #42 as depicted on the attached Open Space Plan, Exhibit C, shall be preserved and protected during construction pursuant to the standards outlined in Section 22-179 of the Charter Township of Meridian Code of Ordinances. No construction shall occur within Georgetown until the appropriate protective measures have been installed and approved by the Charter Township of Meridian Director of Community Planning and Development.

Section 5. Type of Use.

Only detached single family residential buildings shall be built in the Plat, except that Developers reserve the right to maintain an office within the Plat and a "model" home or homes within the Plat. Other buildings and improvements as the owners may require incidental to the residential use of the Lots may be acceptable, but are subject to those architectural standards set forth in this Article. Except for Developers' use of model homes to encourage sales and development of the Plat and other business or commercial uses approved by Developers, no business, trade or enterprise of any kind whatsoever shall be conducted or carried on upon any Lot. However the foregoing shall not restrict the utilization of a portion of a dwelling as an office provided: (1) that the use of the dwelling as an office is not noticeable or visible from the exterior of the dwelling; (2) no person or persons other than a resident of the dwelling is employed at such office, and customers, clients or patients of the office do not visit the office for business

purposes; or (3) or the operation of the office does not violate any other local municipal zoning rules or ordinances.

Section 6. Frontage.

The minimum frontage of any Lot, or portion of Lot, or combination of Lots or portions of Lots for building purposes shall be fifty-five (55) feet along the public street the Lot principally fronts upon.

Section 7. 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 six thousand five hundred (6,500) square feet. There shall be no more than one (1) dwelling upon each Lot.

Section 8. Construction Materials.

To maintain the quality of construction and appearance within the neighborhood, the exterior wall systems of the front of each dwelling shall be detailed with a brick (except brick veneer), natural stone, cultured stone or similar materials, or masonry (except unfinished poured or block concrete) unless otherwise approved in writing by the ACC. Homes shall have a consistent architectural design and consistent architectural detailing on all four sides of the home. No mobile homes or prefabricated home shall be permitted and no building shall be moved from any other location to any Lot in the Plat. However, homes using "panelized" construction methods substantially similar to or exceeding the quality of a custom site built home may be permitted.

Section 9. Building Size.

Buildings shall be of the size and location on each Lot as required by the applicable governmental zoning ordinance and approved by the ACC. Unless other square footage is specifically approved by the ACC, residential dwellings constructed upon any Lot shall have the following minimum square footages, exclusive of breezeways, porches and garages:

Ranch Style: No less than (1,350) square feet on the first floor or main floor exclusive of any area for attached, connected with or built in garage.

One and One Half story: No less than (1,550) square feet of floor area.

Two Story: No less than (1,600) square feet with a minimum floor area at ground level of nine hundred (900) square feet.

Bi-Level: No less than (1,600) square feet of finished floor space above ground level for any bi-level residence.

Tri-Level: No less than (2,000) square feet of finished floor area with no less than (1,200) square feet of living area on the main floor or first floor.

It is anticipated that the ACC may grant a variance with regard to square footage for any residential dwelling of exceptional design and construction as determined by the ACC, in its sole discretion.

Section 10. Building Setback.

The minimum setbacks of houses (including garages, porches, eaves, bays and chimneys) from the front, side and rear Lot lines shall be those prescribed by ordinances of the Meridian Charter Township.



Section 11. Building Heights.

Each house shall have a maximum height of two and one-half stories, but not exceeding thirty-five (35) feet from the sill plate.

Section 12. Garages and Carports.

Each house constructed within the Plat shall have an attached or built-in-garage, containing a minimum of four hundred eighty-four (484) square feet of floor area.

Section 13. Driveways.

The location of all driveways within the Plat shall be approved by the ACC. All driveways shall be constructed of either concrete, concrete pavers or paving brick.

Section 14. Sidewalk Requirements.

The Charter Township of Meridian requires the construction of sidewalks within the road right of way. Therefore, after conveyance of any Lot from Developers and at the time of constructing a dwelling upon a Lot, but before issuance of a certificate of occupancy for the dwelling, the owner of said Lot shall be required at his or her sole expense, to construct a five (5) foot wide concrete sidewalk immediately adjacent to said Lot running parallel with and within the road right of way in a location and constructed in accordance with township engineering design and construction standards approved in advance by the Charter Township of Meridian's Director of Engineering and Public Works.

Any financial assurance related to any of the foregoing given the Township or any other governmental agency by the Developers shall be the property of and refunded to the Developers. In the event a Lot Owner fails to perform any of the foregoing requirements ("Requirements"), the Developers may do any work necessary to meet those Requirements and charge the Lot Owner for the work and any other cost associated with same. In that event, if a Lot Owner does not pay Developers for the work within 30 days of Developers providing Lot Owner with an invoice, then Developers, in addition to a construction lien and any other remedy or right Developers may have, may maintain a cause of action against Lot Owner to recover the cost of the Work. In that event, Lot Owner will be responsible to Developers for any costs incurred in collecting that sum including actual reasonable attorneys fees.

Section 15. 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 the ACC as to size, design, materials and location. In the event they are permitted they shall correspond in style and architecture to the residence. Further they shall be built in compliance with any requirements of the Meridian Charter Township. The ACC reserves the right to prohibit any of the same if, in the opinion of the ACC, it would constitute a nuisance to owners of other Lots within the Plat. No citizen's band or ham radio base stations or satellite dish antennas in excess of twenty-four (24) inches in diameter or roof mounted are to be erected on any Lot or structure in the Plat.

Section 16. Decks, Hedges, Walls, Fences or Screening.

Decks, hedges, walls, fences or screening shall be permitted within the Plat after submission of and approval of plans for same by the ACC. All deck edges and railing must be detailed in said plans. Fences shall be no more than four (4) feet in height and shall consist of low maintenance vinyl, wrought

iron or other material approved by the ACC. All visual components of decks must at all times be properly maintained including stain and sealer. Railings shall be a low maintenance material such as vinyl, Trex or other approved material.

Section 17. Swimming Pools.

No swimming pool shall be constructed on any Lot within the Plat without plans therefore having been approved by the ACC. The plans shall include size, design, location, fencing (or other enclosure) and lighting. In no event shall a swimming pool be located within eight (8) 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, or in violation of applicable Meridian Charter Township ordinances and codes. No above the ground swimming pools are allowed.

Section 18. Storm Sewer Leads

Storm sewer leads have been provided to each Lot in Georgetown. The final location of the lead was subject to the approval of the Meridian Township Director of Public Works and Engineering. All residences constructed in the subdivision shall be connected to the leads.

Section 19. 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 written approval from the ACC, and compliance with applicable Meridian Charter Township ordinances and codes.

Section 20. Subdivision of Platted Lot.

No Lot shall be subdivided or any easements or licenses granted therein without the prior written approval of the ACC and Developers.

Section 21. Damaged or Destroyed Buildings.

Any dwelling 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 slightly condition with reasonable promptness. The Association or Developers may enter on any premises where an excavation, foundation, or uncompleted house 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 house to be demolished, the expense thereof shall be immediately due and payable to Developers or the Association by the Lot owner and shall become a lien on the Lot in question until paid, once a notice of claim of lien is recorded by Developers or the Association with the Ingham County Register of Deeds; and may be foreclosed by Developers or the Association as in the case of the foreclosure of a mortgage under Michigan statutes, or Developers or the Association may file a suit at law for money judgment.

Section 22. Appearance of Lots and Premises.

The owners of unoccupied Lots within the Plat shall at all times keep and maintain the same in a slightly condition consistent with the high standards of the development in the Plat, causing weeds and other growth to be cut and preventing accumulations of rubbish and debris. 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.

### Section 23. Regulated Wetlands

Portions of Georgetown contain regulated wetlands. No buildings, accessory structures, structural appurtenances, or grading shall be permitted in the regulated wetlands except as allowed by a wetland use permit issued by the appropriate governmental agency having authority thereof.

### Section 24. Water Feature Setback

A water feature setback is located on Lots 2 and 3 and depicted on the attached Exhibit D. Construction on said Lots is subject to Section 62-61 and Section 68-471 of the Meridian Charter Township code of ordinances which deals with construction on property that is the subject of a water feature setback. Prior to any construction or grading on any Lot within Georgetown on which a water feature setback is located, silt fencing shall be installed at the upland edge of any water feature setback. The fencing shall be removed after construction and the area is stabilized.

### Section 25. Enforcement.

The foregoing restrictions 4, 18, 23 and 24 shall run in perpetuity and run with and bind the land and shall vest in the Charter Township of Meridian the right to enforce said restrictions in a court of competent jurisdiction against anyone who has or acquires an interest in the land subject to the restriction. The Developers, and any Association of Homeowners subsequently created and transferred any rights or duties under the Declaration, shall not have a duty to enforce restrictions 4, 18, 23 and 24 above. The foregoing restrictions 4, 18, 23 and 24 may be released or waived only by the Charter Township of Meridian and only if such release or waiver is in writing.

### Section 26. Floodplain Restrictions.

No filling or occupation of the floodplain area as designated on the Plat shall be allowed without the prior approval of Meridian Township (and in accordance with Meridian Township's flood plain ordinance) and the Michigan Department of Environmental Quality.

Any building within the Plat used or capable of being used for residential purposes shall:

- (a) Have lower floors, excluding basements, not lower than the elevation of the contour defining the floodplain limits;
- (b) Have openings into the basement not lower than the elevation of the contour defining the floodplain limits;
- (c) Have basement walls and floors below the elevation of the contour defining the floodplain limits, watertight and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the floodplain limits following methods and procedures outlined in chapter 5, type A construction and chapter 6 for class 1 loads found in "Flood Proofing Regulations," EP 1165 2 314 prepared by the Office of the Chief of Engineers, U.S. Army, Washington D.C., December, 1995. Figure 6, page 14-5 of the regulations shows typical foundation drainage and waterproofing details. This document is available, at no cost, from the Department of Environmental Quality, Land and Water Management Division, P.O. Box 30458, Lansing, Michigan 48909, or Department of Army, Corps of Engineers, Publications Depot, 890 S. Pickett, Alexandria, Virginia 22304;
- (d) Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building; and
- (e) Be properly anchored to prevent flotation.

For purposes of these restrictions, the floodplain area is all land within the Plat at an elevation of 847.5 feet N.G.V. Datum except for lot 13 through lot 16 which are at an elevation of 847.6 feet N.G.V. Datum.

In the event of any conflict between the restrictions contained within this Article VIII, Section 26 and any other restrictions contained within these Covenants and Restrictions, the restrictions contained within this section shall control. These restrictions shall be observed in perpetuity and excluded from any time limitations.

#### ARTICLE IX GRADING, EXCAVATING AND EROSION CONTROL

The rough grading of each Lot within the Plat will have been established by Developers by the time of the initial sale of the Lot. Finished grading shall not be altered substantially therefrom without the approval of Developers. Once the final grade has been established, no modifications therefrom shall be made without the written approval of Developers. Any earth removed in grading or excavating shall be deposited at a location designated by Developers.

To ensure that undue erosion of soil does not occur, Developers reserve the right to regulate and limit construction activity on any Lot within the Plat and to require seeding or other soil retention measures. In any event, any disturbed area must be seeded or sodded and landscaped within thirty (30) days of issuance of the first of any temporary or final occupancy permit with automatic extensions of one month each for the months of November, December, January, February and March.

#### ARTICLE X 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 livestock or poultry;
- (b) Outdoor kennels or runs for domestic animals; unless approved by Developers;
- (c) Female poplar (or cottonwood) and boxelder trees;
- (d) Billboard or signs of any type, except signs advertising the sale of Lots not more than 6 square feet, although Developers reserve the right to install and maintain promotional signs and displays within the Plat during development;
- (e) Outdoor tanks for storage of fuel;
- (f) Outdoor receptacles for ashes, garbage or refuse;
- (g) Burning of garbage, refuse, brush or leaves;
- (h) The parking or storing of commercial vehicles, campers, trailers, motor homes, boats, snowmobiles, or other recreational devices unless placed wholly within an enclosed garage or other outbuilding approved by Developers;
- (i) Exterior television antennae, satellite dish receiver of more than 24 inches in diameter, antennae, tower receiver antennae, or communications transmitting or receiving devices of any type;

- (j) The outdoor storage of docks or landings, unless appropriately screened as determined by Developers;
- (k) Pumps or other apparatus to pump water from or into a pond or from underground wells;
- (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; and
- (q) Camping.

**ARTICLE XI**  
**RESERVATION OF MINERAL RIGHTS**

Developers hereby reserve to themselves, their successors and assigns, all oil, gas and other subsurface minerals within the Plat which reservation shall survive the expiration of these declarations.

**ARTICLE XII**  
**WAIVER IN NATIONAL EMERGENCY**

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

**ARTICLE XIII**  
**GENERAL PROVISIONS**

**Section 1. Duration.**

The Easements created hereby are perpetual and run with and shall bind the Lots and Property. Except as otherwise stated herein, 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 Developers, ACC, Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time the Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of seventy-five percent (75%) of the Lots has been recorded agreeing to change, and said change is approved by the Township of Meridian, if said approval is required. Said instrument 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.

**Section 2. Amendments.**

Amendments to this Declaration may be made at any time by the Developers after recording of the Plat but prior to the sale or conveyance of a Lot. Amendments to this Declaration may be made at any time by the Developers after the recording of the Plat and sale or conveyance of a Lot if the

amendment does not materially, adversely effect the rights of the then Lot Owners or the value of their Lots. Amendments to this Declaration may be made at any time by the Developers to correct minor typographical or similar errors. Notwithstanding the foregoing, and except for the sections related to easements, licenses and restrictions of the Township of Meridian and/or Ingham County Health Department - Bureau of Environmental Health, amendments to this Declaration may be made at any time if consented to in writing by seventy-five percent (75%) or more of the then Lot Owners of the Lots, agreeing to the amendment. Any amendment shall only be effective upon recording a properly executed, written instrument with the Ingham County Register of Deeds.

Section 3. Notices and Members Designated Addresses.

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 by first-class mail, postage paid, to the address of the person or entity designated by an owner on the records of the Association at the time of such mailing.

Section 4. 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 Developers, the Association, the ACC 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 5. Severability.

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

Section 6. No Liability for Approval or Disapproval.

Neither Developers, the Association, the ACC, the Board of Directors of the Association nor the officers, directors, members, employees and agents of any of them, shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner affected by this Declaration by reason of representation or misrepresentation, act or omission, or mistake in judgment, negligence, or nonfeasance, including but not limited to granting a modification or waiver, arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans or specifications. Every Owner agrees that it will not bring any action or suit against Developers, the Association, the ACC, the Board of Directors of the Association, or the officers, directors, members, employees and agents of any of them, to recover any such damages and hereby releases, and waives all claims, demands and causes of action arising out of or in connection with any act, mistake, judgment, negligence or nonfeasance and hereby further waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

Section 7. No Liability for Design Defects.

Plans and specifications are not reviewed by the Developers or ACC for engineering or structural design or quality of materials, compliance with governmental ordinances, codes and regulations or compliance with this Declaration. By reviewing and/or approving any plans and specifications, the Developers and the ACC or its members assume no liability or responsibility therefore, or for any defect

resulting from construction or use of such plans and specifications and is specifically released and indemnified by the Lot Owner from any liability in connection therewith.

Section 8. Intent to be Consistent with Prior Covenants and Restrictions and the Plat.

It is the intent of these Restrictions to be consistent with and compliment all prior Covenants and Restrictions and the Plat as recorded and applicable to the Property. These Restrictions are intended in part to provide a mechanism to further the purpose of the Developers in the orderly development of the Property as dedicated.

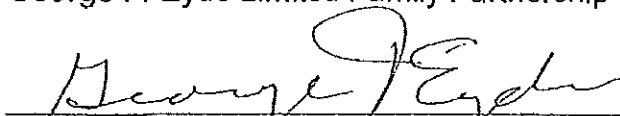
**ARTICLE XIV**  
**PARTIAL INVALIDITY**

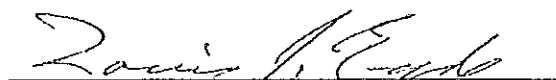
Should any provision of these restrictions, or portion thereof, be deemed invalid, the validity of the remainder shall not be impaired.

Executed on this 25<sup>th</sup> day of JUNE, 2008.

George F. Eyde Limited Family Partnership

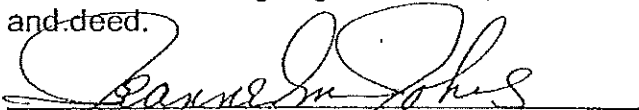
Louis J. Eyde Limited Family Partnership

  
By: George F. Eyde, general partner

  
By: Louis J. Eyde, general partner

STATE OF MICHIGAN    )  
                                  ) SS  
COUNTY OF INGHAM    )

Personally came before me this 25<sup>th</sup> day of June, 2008, the above named Louis J. Eyde, General Partner of the Louis J. Eyde Limited Family Partnership, and George F. Eyde, General Partner of the George F. Eyde Limited Family Partnership to me known to be the persons who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

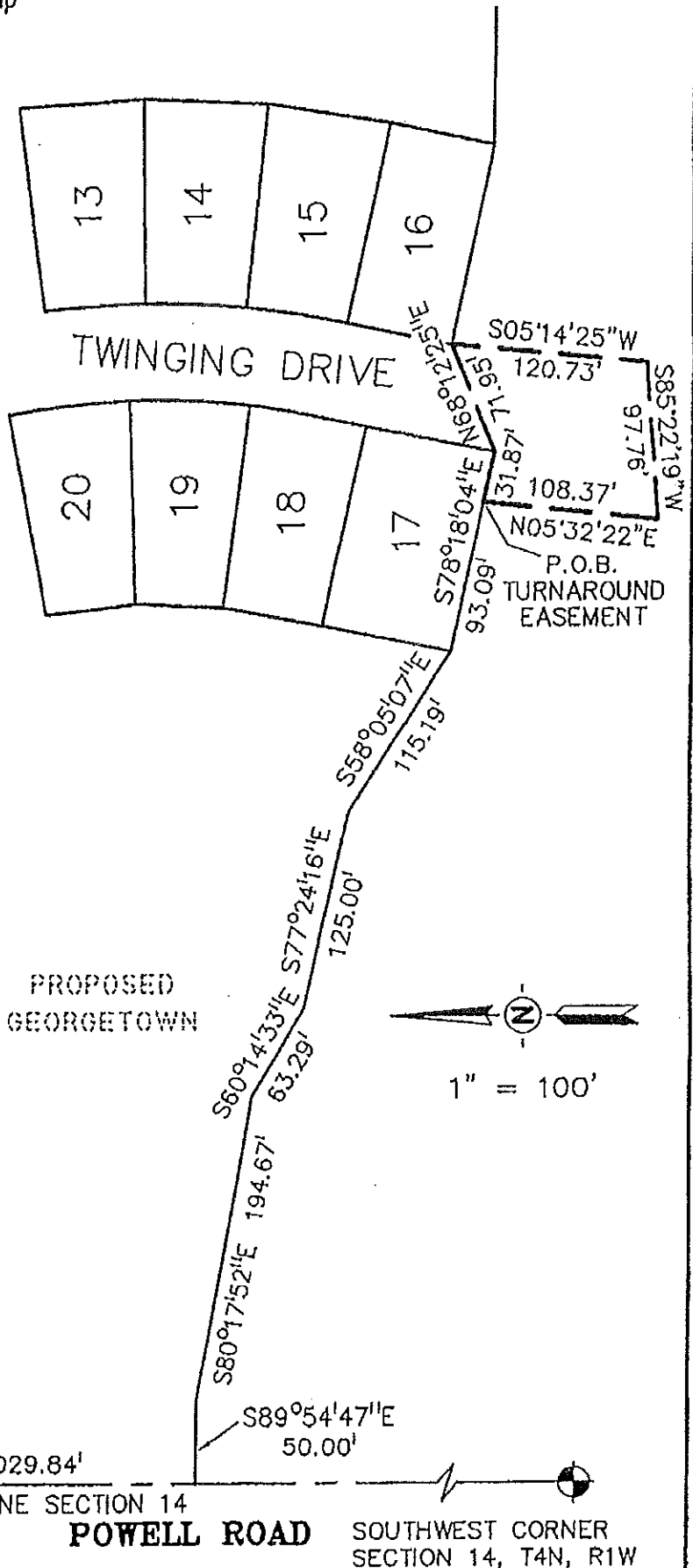
  
Jeanne M. Johns, Notary Public,  
State of Michigan, County of Ingham  
My Commission Expires: March 8, 2013  
Acting in the County of Ingham

# EXHIBIT "A"

For:  
 George F. Eyde Limited Family Partnership &  
 Louis J. Eyde Limited Family Partnership  
 4660 S. Hagadorn Road  
 East Lansing, Michigan 48823

## TWINGING DRIVE TURN AROUND EASEMENT

An easement in the Southwest 1/4 of Section 14, T4N, R1W, Meridian Township, Ingham County, Michigan, described as: Commencing at the West 1/4 corner of said Section 14; thence  $S00^{\circ}05'13''W$  along the West line of said Section 14 a distance of 1029.84 feet; thence  $S89^{\circ}54'47''E$  50.00 feet; thence  $S80^{\circ}17'52''E$  194.67 feet; thence  $S60^{\circ}14'33''E$  63.29 feet; thence  $S77^{\circ}24'16''E$  125.00 feet; thence  $S58^{\circ}05'07''E$  115.19 feet; thence  $S78^{\circ}18'04''E$  930.9 feet to the point of beginning of this easement description; thence continuing  $S78^{\circ}18'04''E$  31.87 feet; thence  $N68^{\circ}12'25''E$  71.95 feet; thence  $S05^{\circ}14'25''W$  120.73 feet; thence  $S85^{\circ}22'19''W$  97.76 feet; thence  $N05^{\circ}32'22''E$  108.37 feet to the point of beginning; said easement containing 0.23 acre more or less; said easement subject to all other easements and restrictions if any.





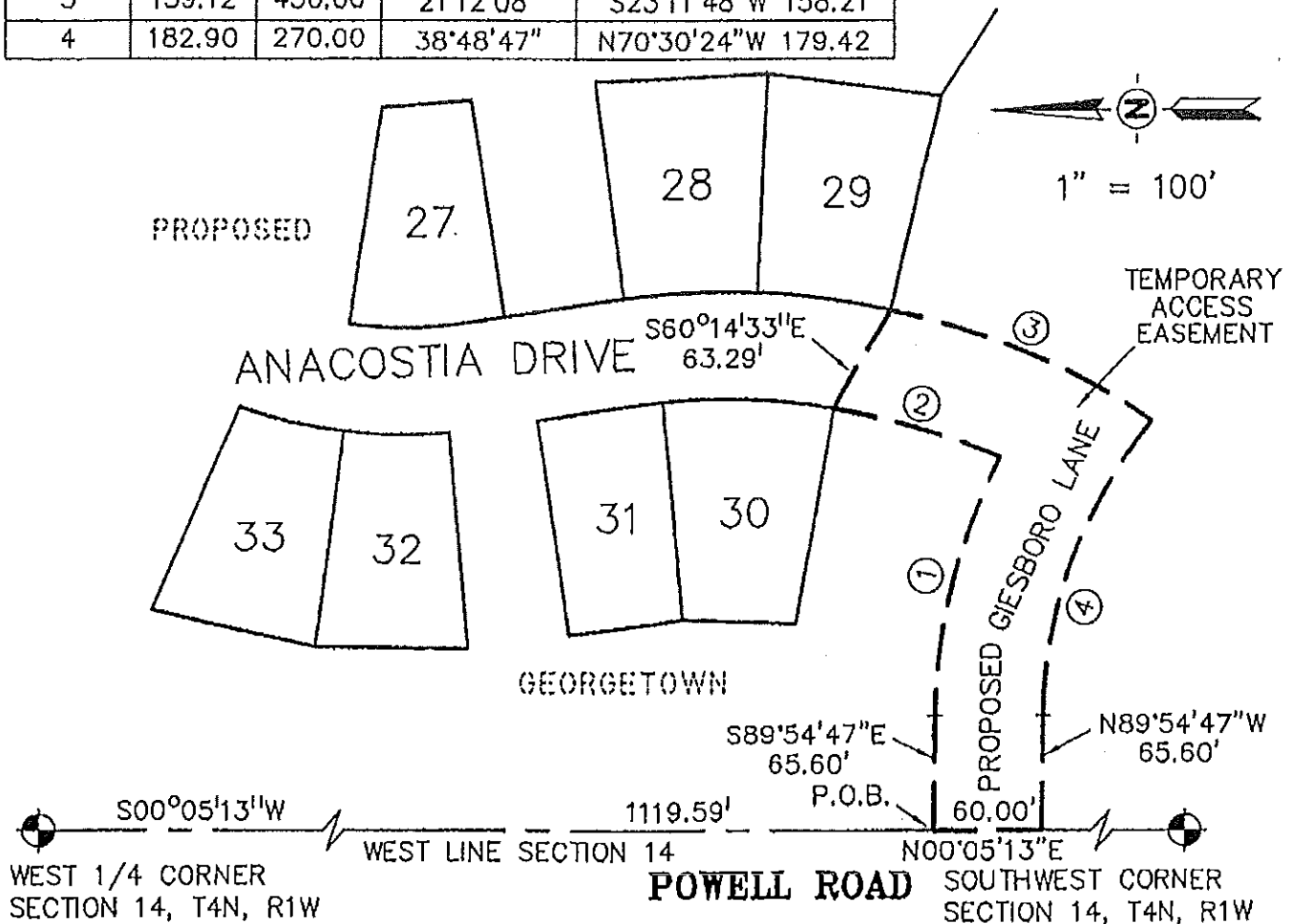
# EXHIBIT 'B'

For:  
 George F. Eyde Limited Family Partnership &  
 Louls J. Eyde Limited Family Partnership  
 4660 S. Hagadorn Road  
 East Lansing, Michigan 48823

## ANACOSTIA DRIVE & GIESBORO LANE ACCESS EASEMENT:

A part of the Southwest 1/4 of Section 14, T4N, R1W, Meridian Township, Ingham County, Michigan, described as: Commencing at the West 1/4 corner of said Section 14; thence S00°05'13"W along the West line of said Section 14 a distance of 1119.59 feet to the point of beginning of this easement description; thence S89°54'47"E 65.60 feet; thence Southeasterly 153.41 feet on a curve to the right, said curve having a radius of 330.00 feet, a delta angle of 26°38'05" and a chord length of 152.03 feet bearing S76°35'45"E; thence Northeasterly 96.80 feet on a curve to the left, said curve having a radius of 370.00 feet, a delta angle of 14°59'22" and a chord length of 96.52 feet bearing N17°11'49"E; thence S60°14'33"E 63.29 feet; thence Southwesterly 159.12 feet on a curve to the right, said curve having a radius of 430.00 feet, a delta angle of 21°12'08" and a chord length of 158.21 feet bearing S23°11'48"W; thence Northwesterly 182.90 feet on a curve to the left, said curve having a radius of 270.00 feet, a delta angle of 38°48'47" and a chord length of 179.42 feet bearing N70°30'24"W; thence N89°54'47"W 65.60 feet to said West line; thence N00°05'13"E along said West line 60.00 feet to the point of beginning; said easement containing 0.23 acre more or less; said easement subject to all other easements and restrictions If any.

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING
1	153.41	330.00	26°38'05"	S76°35'45"E 152.03
2	96.80	370.00	14°59'22"	N17°11'49"E 96.52
3	159.12	430.00	21°12'08"	S23°11'48"W 158.21
4	182.90	270.00	38°48'47"	N70°30'24"W 179.42



WEST 1/4 CORNER  
SECTION 14, T4N, R1W  
OPEN SPACE  
0.05 ACRES

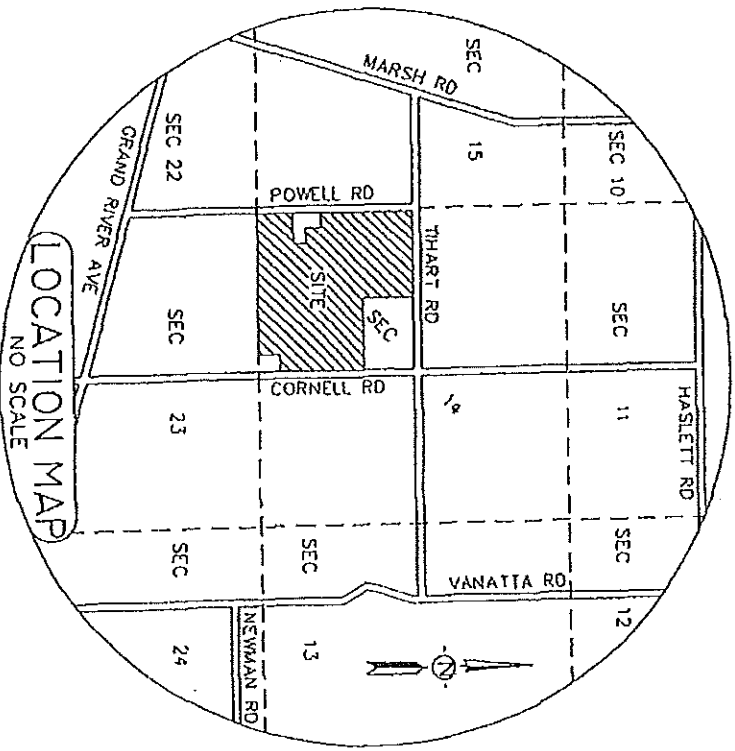
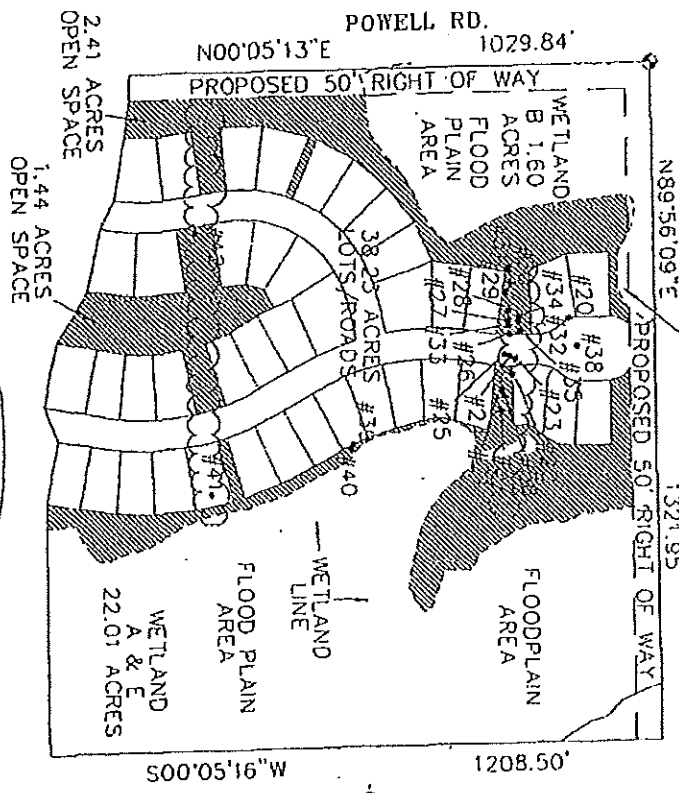


EXHIBIT "C"  
OPEN SPACE PLAN  
**GEORGETOWN**

A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 14, T4N, R1W, MERIDIAN TOWNSHIP, INGHAM COUNTY, MICHIGAN

Conducted September 30, 2004 by KEBS, Inc.

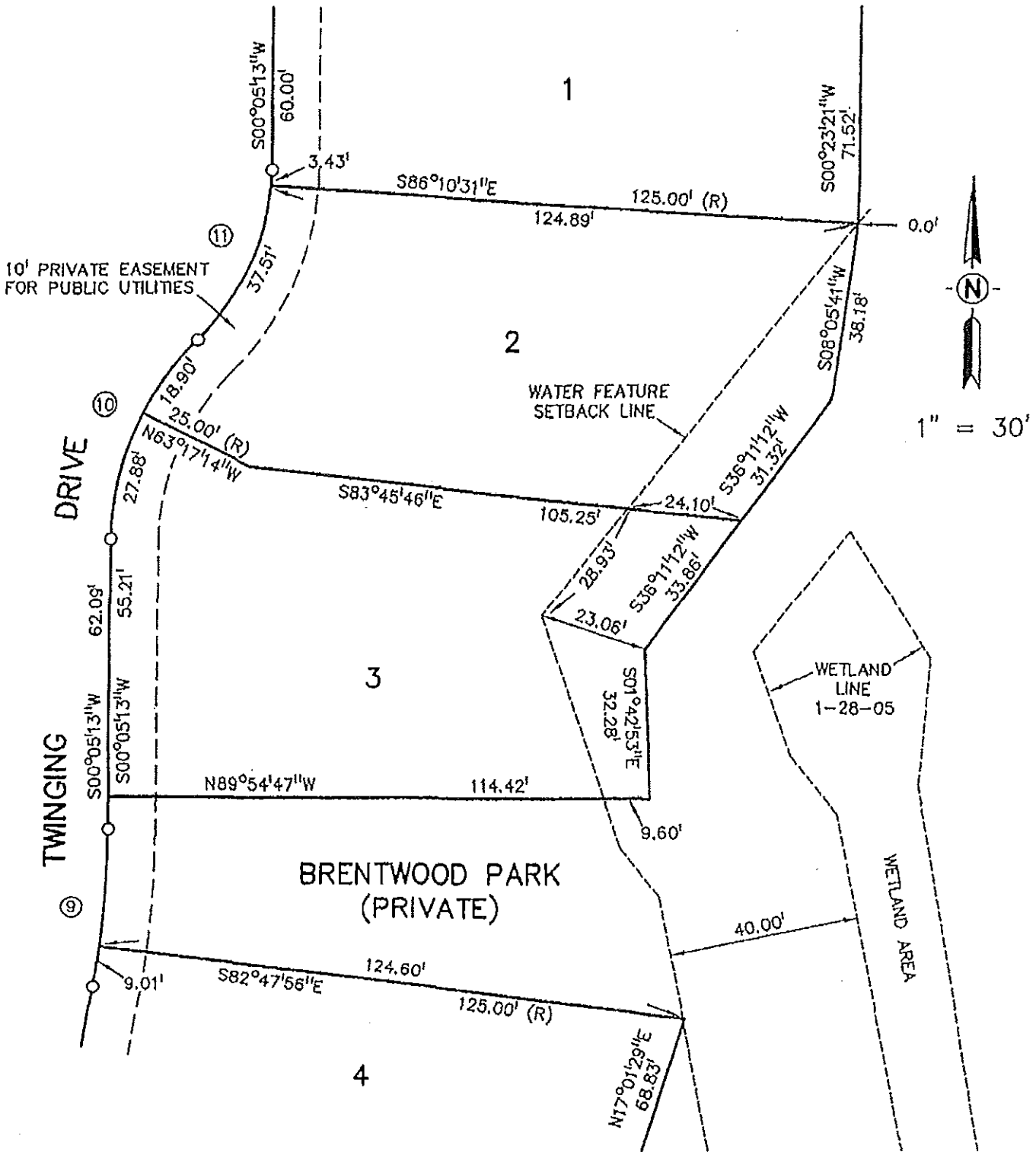
Log Of Inventoried Trees

Tag Number	Common Name	Scientific Name	Multiple trunks	Size (dbh)
20	Shogbork Hickory	Coryo ovoto		23.5
21	Burr Oak	Quercus macrocorpo		42.5
22	Burr Oak	Quercus macrocorpo		20
23	Shogbork Hickory	Coryo ovoto		12
24	Burr Oak	Quercus macrocorpo		15
25	Northern Red Oak	Quercus rubro		18
26	Northern Red Oak	Quercus rubro		14
27	Northern Red Oak	Quercus rubro		12
28	Northern Red Oak	Quercus rubro	X4	19, 23, 23,
29	Pignut Hickory	Coryo globro		15.5
30	Shogbork Hickory	Coryo ovoto		17
31	Green Ash	Froxinus pennsylvonico		15
32	Shogbork Hickory	Coryo ovoto		10
33	Northern Red Oak	Quercus rubro	X2	8.5, 7
34	Northern Red Oak	Quercus rubro		11.5
35	Northern Red Oak	Quercus rubro		10
36	Burr Oak	Quercus macrocorpo		9
37	Burr Oak	Quercus macrocorpo		18
38	Shogbork Hickory	Coryo ovoto		20
39	Shogbork Hickory	Coryo ovoto		25
40	Elm	Ulmus sp.		20
41	Shogbork Hickory	Coryo ovoto		25
42	Cherry	Prunus sp.		21
43	Cherry	Prunus sp.		21

Tree numbers 1-15 and 21 were flagged in the field by Meridion Townships environmental consultant. At the time of the survey, no other trees were found to be flagged. Trees were inventoried following the recommendations suggested by the Township environmental consultant in the WCR report dated September 16, 2004 and included in the Township Memorandum also dated September 16, 2004.

# EXHIBIT "D"

## WATER FEATURE SETBACK DETAIL





**DECLARATION OF COVENANTS AND RESTRICTIONS  
GEORGETOWN NO. 2 SUBDIVISION AND EASEMENTS**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS AND EASEMENTS is made this 4<sup>th</sup> day of March, 2009, by George F. Eyde Limited Family Partnership located at 4660 Hagadorn, Suite 660, P O Box 4218, East Lansing, Michigan 48826-4218 and Louis J. Eyde Limited Family Partnership, located at 4660 Hagadorn, Suite 660, P O Box 4218, East Lansing, Michigan 48826-4218, (hereinafter called "Developers").

**PURPOSE OF DECLARATION**

The Developers are the owners of the real property described in Article II of this Declaration (the "Property") and desire to complete development of the Property into a residential subdivision called Georgetown No. 2.

**DECLARATION**

NOW THEREFORE, the Developers declare that the Property as described in Article II, and any additions thereto as may hereafter be made, is and shall be held, transferred, sold, conveyed, benefited and occupied subject to the covenants and restrictions set forth herein. Said Covenants and Restrictions shall run with the land in perpetuity.

**ARTICLE I**  
**DEFINITIONS**

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

- (a) "Developers" shall mean and refer to George F. Eyde Limited Family Partnership & Louis J. Eyde Limited Family Partnership, their successors and assigns.
- (b) "Lot" shall mean and refer to any numbered parcel of land shown upon the Plat for the construction of a single family residence.

- (c) "Property" or "Georgetown No. 2" shall mean and refer to the real property described in Article II hereof and any additions thereto as may hereafter be made according to the terms hereof.
- (d) "Plat" means the recorded subdivision plan of Georgetown No. 2, a subdivision located in Meridian Township, Ingham County, Michigan, according to the recorded plat thereof, recorded on July 30, 2009, in Liber 58, Pages 8 - 12, in the records of the Ingham County, Michigan, Register of Deeds.
- (e) "Owner" or "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to or the land contract vendee of any Lot situated upon the Property but, notwithstanding any applicable theory of the mortgagee or land contract vendor, shall not mean or refer to the mortgagee or land contract vendor unless and until such mortgagee or land contract vendor has acquired title pursuant to foreclosure, forfeiture or any proceeding in lieu thereof.

**ARTICLE II**  
**PROPERTY SUBJECT TO THIS DECLARATION**

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

Georgetown No. 2, a subdivision of part of the Southwest 1/4 of Section 14, T4N, RIW, Meridian Township, Ingham County, Michigan, the surveyed boundary of said parcel described as: Commencing at the West 1/4 corner of said Section 14; thence S00°05'13"W along the West line of said Section 14 a distance of 1029.84 feet to the Southwest corner of Georgetown, according to the recorded plat as recorded in Liber 57 of Plats, Pages 46 to 54, Ingham County Records and the point of beginning of this description; thence along the South line of said plat of Georgetown the following nine courses: S89°d54'47"E 50.00 feet, S80°17'52"E 194.67 feet, S60°14'33"E 63.29 feet, S77°24'16"E 125.00 feet, S58°05'07"E 115.19 feet, S78°18'04"E 124.96 feet, N68°12'25"E 71.95 feet, S78°18'04"E 125.00 feet and S89°54'44"E 493.49 feet to the East line of the West 1/2 of said Southwest 1/4; thence S00°05'16"W along said East line 173.44 feet; thence S27°00'41"W 547.82 feet; thence S81°51'47"W 232.35 feet; thence N78°07'10"W 63.86 feet; thence S81°51'47"W 117.23 feet; thence S65°44'26"W 159.55 feet; thence N89°54'47"W perpendicular to said West line 260.00 feet; thence N00°05'13"E parallel with said West line 335.00 feet; thence N89°54'47"W perpendicular to said West line 260.00 feet to said West line; thence N00°05'13"E along said West line 604.78 feet to the point of beginning; said parcel containing 19.89 acres, containing 39 lots numbered 43 through 81, inclusive, and five private parks.

**ARTICLE III**  
**RESTRICTIVE COVENANTS**

The restrictions set forth in this Article III, Sections 1-3 are required by the Township of Meridian. The Developers are not making any representation or warranty regarding any of the matters set forth herein. Lot Owners or other interested persons or entities are directed to contact the Township to obtain any desired information or clarification.

All Lots shall be developed in accordance with applicable Township ordinances, regulations and permitting requirements including, but not limited to, building permits that may include conditions for the protection and preservation of trees, soils and other natural resources.

Section 1. Storm Sewer Leads

Storm sewer leads shall be provided to each Lot in Georgetown No. 2. The final location of the lead shall be subject to the approval of the Meridian Township Director of Public Works and Engineering. All residences constructed in the subdivision shall be connected to the leads.

Section 2. Regulated Wetlands

Portions of Georgetown No. 2 contain regulated wetlands. Other than those areas subject to a wetland use permit, no buildings, accessory structures, structural appurtenances, or grading shall be permitted in the regulated wetlands.

Section 3. Water Feature Setback

A water feature setback is located on Lot 59 as depicted on the attached Exhibit A. Construction on said Lot is subject to Section 62-61 and Section 86-471 of the Meridian Charter Township code of ordinances which deals with construction on property that is the subject of a water feature setback. Prior to any construction or grading on any Lot within Georgetown No. 2 on which a water feature setback is located, silt fencing shall be installed at the upland edge of any water feature setback. The fencing shall be removed after construction and the area is stabilized.

Section 4. Enforcement.

The foregoing restrictions 1-3 shall run in perpetuity and run with and bind the land and shall vest in the Charter Township of Meridian the right to enforce said restrictions in a court of competent jurisdiction against anyone who has or acquires an interest in the land subject to the restriction. The Developers and any Association of Homeowners subsequently created and transferred any rights or duties under the Declaration shall not have a duty to enforce restrictions 1-3 above. The foregoing restrictions 1-3 may be released or waived in writing but only by the Charter Township of Meridian.

Section 5. Floodplain Area.

Georgetown No. 2 contains floodplain area. The floodplain area is all land within the Plat at an elevation of 847.6 feet N.G.V. Datum. No filling or occupation of the floodplain area will be allowed without prior written approval from the Michigan Department of environmental Quality (DEQ). If any open space area within the subdivision is converted to residential lots, the residential structures shall be built on those lots in accordance with sections (c) through (g) of subdivision rule R560.304(2). The restrictions set forth in this Section 5 shall run in perpetuity, be excluded from any time limitations set forth elsewhere herein and run with the land and bind any subsequent owner thereof, and may not be amended without prior written approval of the DEQ.

Section 6. Sidewalk Requirements.

The Charter Township of Meridian requires the construction of sidewalks within the road right of way. Therefore, after conveyance of any Lot from Developers and at the time of constructing a dwelling upon a Lot, but before issuance of a certificate of occupancy for the dwelling, the owner of said Lot shall be required at his or her sole expense, to construct a five (5) foot wide concrete sidewalk immediately adjacent to said Lot running parallel with and within the road right of way in a location and constructed in accordance with township engineering design and construction standards approved in advance by the Charter Township of Meridian's Director of Engineering and Public Works.

Any financial assurance related to any of the foregoing given the Township or any other governmental agency by the Developers shall be the property of and refunded to the Developers. In the event a Lot Owner fails to perform any of the foregoing requirements ("Requirements"), the Developers may do any work necessary to meet those Requirements and charge the Lot Owner for the work and any other cost associated with same. In that event, if a Lot Owner does not pay Developers for the work within 30 days of Developers providing Lot Owner with an invoice, then Developers, in addition to a construction lien and any other remedy or right Developers may have, may maintain a cause of action against Lot Owner to recover the cost of the Work. In that event, Lot Owner will be responsible to Developers for any costs incurred in collecting that sum including actual reasonable attorneys fees.

**ARTICLE IV**  
**TEMPORARY TURN AROUND EASEMENT FOR GEISBORO LANE**

Developers hereby grant to the Ingham County Road Commission and Meridian Charter Township a temporary non-exclusive easement for vehicular and emergency vehicle traffic and the use by public utilities across that portion of real property owned by Developers, adjacent to the Property otherwise known as Georgetown No. 2, legally described as:

An easement in the Southwest 1/4 of Section 14, T4N, R1W, Meridian Township, Ingham County, Michigan, described as: Commencing at the West 1/4 corner of said Section 14; thence S00°05'13"W along the West line of said Section 14 a distance of 1634.62 feet; thence S89°54'47"E 260.00 feet; thence S00°05'13"W parallel with said West line 335.00 feet; thence S89°54'47"E 260.00 feet; thence N65°44'26"E 159.55 feet; thence N81°51'47"E 117.23 feet to the point of beginning of this easement description; thence S78°07'10"E 63.86 feet; thence N81°51'47"E 30.50 feet; thence S08°08'13"E 89.73 feet; thence S81°51'50"W 89.34 feet; thence Northwesterly 29.72 feet along a curve to the right, said curve having a radius of 380.00 feet, a delta angle of 4°28'50" and a chord length of 29.71 feet bearing N10°22'38"W; thence N08°08'13"W 81.90 feet to the point of beginning; said easement containing 0.20 acre more or less; said easement subject to all other easements and restrictions if any

(hereinafter "Turn Around Easement for Giesboro Lane"), and depicted on the attached Exhibit B, for purposes of turning, maneuvering or operating any road plowing, maintenance or emergency vehicles or use by any public or quasi-public utility providers. The Turn Around

Easement for Giesboro Lane is not for public use and cannot be assigned by the Ingham County Road Commission or Meridian Charter Township.

Developers shall be responsible for all costs associated with construction of the Turn Around Easement for Giesboro Lane and maintenance of same, however as the Ingham County Road Commission will use the Turn Around Easement for Giesboro Lane to provide winter maintenance, it may provide additional gravel and grading if necessary to facilitate its operation.

This conveyance includes a release of any and all claims to damages to Developers' adjoining property, arising from or incidental to the laying out, establishing, altering, widening, change of grade, drainage within the right of way, and improving of the highway in, over and upon the Turn Around Easement for Giesboro Lane. This conveyance also includes the consent of the Developers to the removal at any time of such trees, shrubs and vegetation as, in the judgment of the Ingham County Road Commission, is necessary to the construction and maintenance of the highway, further notice of such removal being hereby expressly waived; provided that all desirable trees, shrubs and vegetation which do not interfere with the construction, maintenance or use of the highway, are to be preserved and shall not be removed or disturbed; and provided further, that all timber, logs, and parts of trees suitable for firewood resulting from removal of any trees shall be reserved for the Developers.

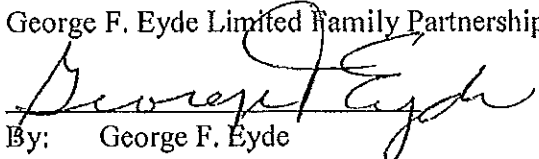
The Developers covenant and agree for themselves, their heirs, executors, administrators, successors and assigns, that no billboard, sign board or advertising device, other than those advertising articles produced or sold on the premises, shall be erected, permitted or maintained in or upon the remaining lands and premises now owned by the Developers immediately adjoining the lands herein conveyed, and within a distance of three hundred feet from the highway centerline, measured at right angles to said line. This covenant is hereby declared to be a perpetual covenant and shall be construed as a real covenant attached to and running with the land.

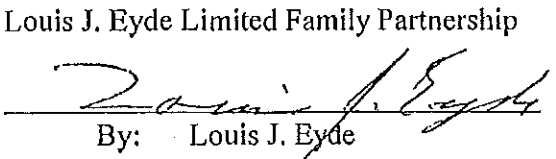
The Turn Around Easement for Giesboro Lane shall automatically expire when Geisboro Lane is extended (and dedicated to public use) to a location that provides an additional outlet from the Property for vehicular traffic traveling in a southerly direction beyond the location of the Turn Around Easement for Giesboro Lane.

IN WITNESS WHEREOF, the Developers have caused this Declaration to be executed the day and date first above written.

DEVELOPERS:

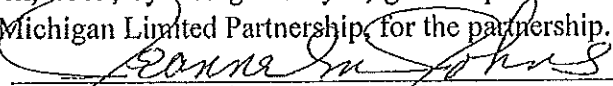
George F. Eyde Limited Family Partnership Louis J. Eyde Limited Family Partnership

  
By: George F. Eyde  
Its: General Partner

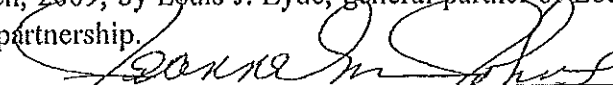
  
By: Louis J. Eyde  
Its: General Partner



The foregoing instrument was acknowledged before me in INGHAM County, Michigan, on the 4<sup>th</sup> day of March, 2009, by George F. Eyde, general partner of George F. Eyde Limited Family Partnership, a Michigan Limited Partnership, for the partnership.

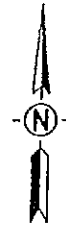
  
Notary Public JEANNE M. JOHNS  
State of Michigan, County of INGHAM  
My Commission Expires: MARCH 8, 2013  
Acting in the County of INGHAM

The foregoing instrument was acknowledged before me in INGHAM County, Michigan, on the 4<sup>th</sup> day of March, 2009, by Louis J. Eyde, general partner of Louis J. Eyde Limited Family Partnership, for the partnership.

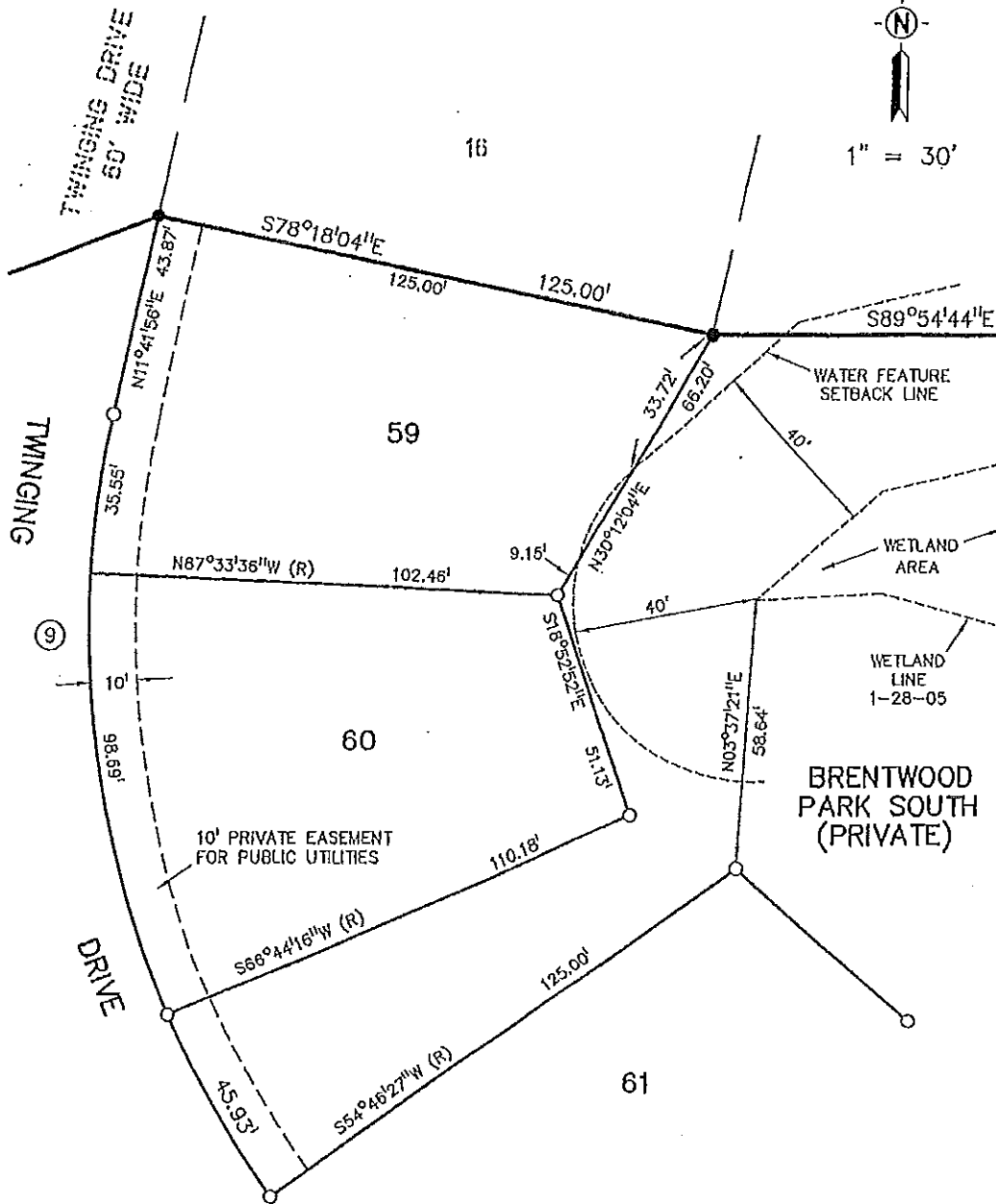
  
Notary Public JEANNE M. JOHNS  
State of Michigan, County of INGHAM  
My Commission Expires: MARCH 8, 2013  
Acting in the County of INGHAM

Drafted by:  
Randall B. Kleiman (P35628) 11  
Oade, Stroud & Kleiman, P.C.  
200 Woodland Pass, P.O. Box 1296  
East Lansing, MI 48826-1296  
(517) 351-3550

# EXHIBIT A WATER FEATURE SETBACK DETAIL



1" = 30'



This plan was made at the direction of the parties hereon and intended solely for their immediate use and no survey has been made and no property lines were monumented, all easements recorded or unrecorded may not be shown, unless specifically noted, and no dimensions are intended for use in establishing property lines.

- R = Recorded Distance
- M = Measured Distance
- = Deed Line
- - - = Distance Not to Scale



**KEBS, INC.** KYES ENGINEERING  
BRYAN LAND SURVEYS

2116 HASLETT ROAD, HASLETT, MI 48840  
PH. 517-339-1014 FAX. 517-339-8047  
13432 PRESTON DRIVE, MARSHALL, MI 49068  
PH. 269-781-9800 FAX. 269-781-9805

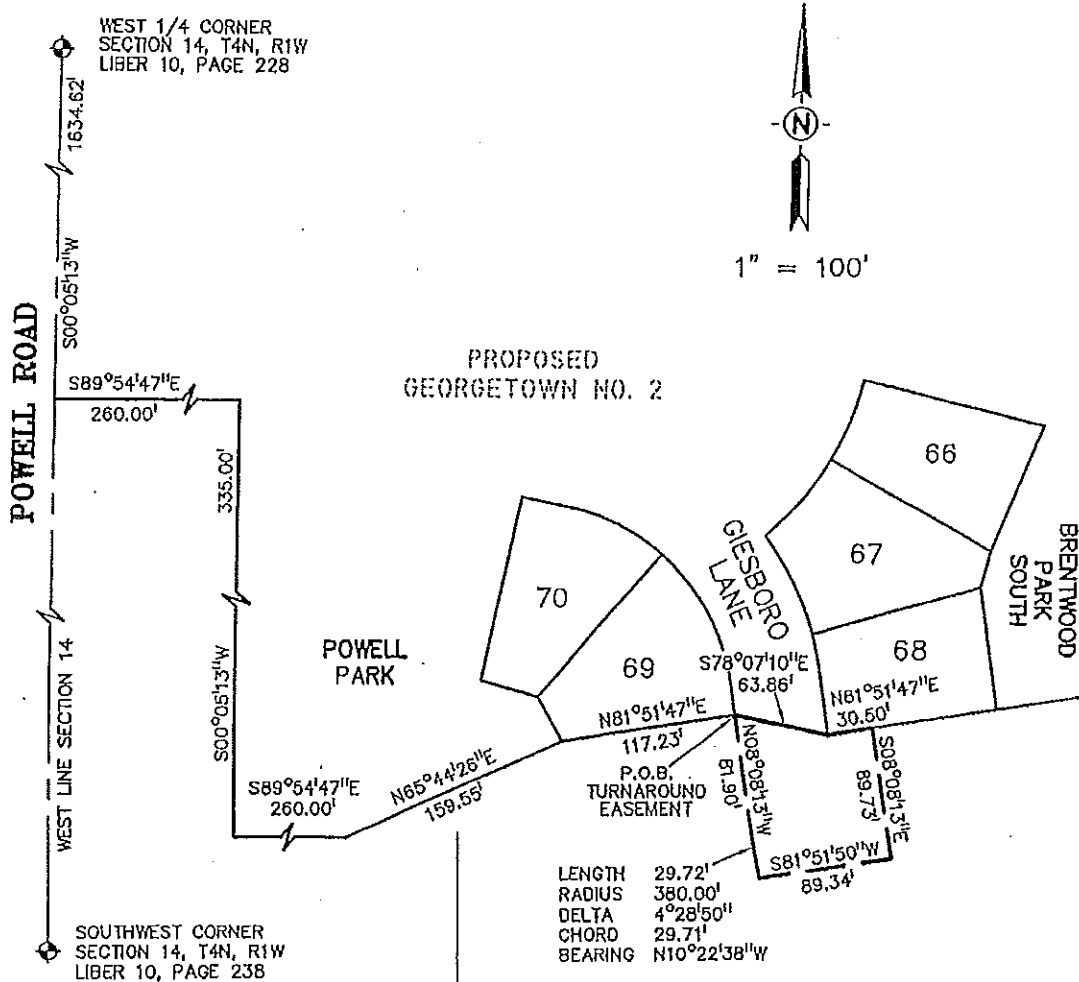
DRAWN BY KDB	SECTION 14, T4N, R1W
FIELD WORK BY ---	JOB NUMBER: 81775.PLT
SHEET 1 OF 1	

# EXHIBIT B

For:  
 George F. Eyde Limited Family Partnership &  
 Louis J. Eyde Limited Family Partnership  
 4660 S. Hagadorn Road  
 East Lansing, Michigan 48823

## GIESBORO LANE TURN AROUND EASEMENT

An easement in the Southwest 1/4 of Section 14, T4N, R1W, Meridian Township, Ingham County, Michigan, described as: Commencing at the West 1/4 corner of said Section 14; thence S00°05'13"W along the West line of said Section 14 a distance of 1634.62 feet; thence S89°54'47"E 260.00 feet; thence S00°05'13"W parallel with said West line 335.00 feet; thence S89°54'47"E 260.00 feet; thence N65°44'26"E 159.55 feet; thence N81°51'47"E 117.23 feet to the point of beginning of this easement description; thence S78°07'10"E 63.86 feet; thence N81°51'47"E 30.50 feet; thence S08°08'13"E 89.73 feet; thence S81°51'50"W 89.34 feet; thence Northwesterly 29.72 feet along a curve to the right, said curve having a radius of 380.00 feet, a delta angle of 4°28'50" and a chord length of 29.71 feet bearing N10°22'38"W; thence N08°08'13"W 81.90 feet to the point of beginning; said easement containing 0.20 acre more or less; said easement subject to all other easements and restrictions if any.



This plan was made at the direction of the parties hereon and intended solely for their immediate use and no survey has been made and no property lines were monumented, all easements recorded or unrecorded may not be shown, unless specifically noted, and no dimensions are intended for use in establishing property lines.

- Easement Line
- Proposed Plat
- Distance Not to Scale



**KEBS, INC.** KYES ENGINEERING  
 BRYAN LAND SURVEYS

2116 HASLETT ROAD, HASLETT, MI 48840  
 PH. 517-339-1014 FAX. 517-339-8047

13432 PRESTON DRIVE, MARSHALL, MI 49088  
 PH. 269-781-9800 FAX. 269-781-9805

DRAWN BY	KDB	SECTION 14, T4N, R1W
FIELD WORK BY	---	JOB NUMBER:
SHEET	1 OF 1	81775.SUB



**FIRST AMENDMENT TO SUPPLEMENTAL DECLARATION  
OF COVENANTS AND RESTRICTIONS AND GRANT OF EASEMENTS FOR  
GEORGETOWN SUBDIVISION**

THIS FIRST AMENDMENT TO SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS AND GRANT OF EASEMENTS is made this 22<sup>nd</sup> day of APRIL, 2009, by George F. Eyde Limited Family Partnership located at 4660 Hagadorn, Suite 660, P O Box 4218, East Lansing, Michigan 48826-4218 and Louis J. Eyde Limited Family Partnership, located at 4660 Hagadorn, Suite 660, P O Box 4218, East Lansing, Michigan 48826-4218, (hereinafter called "Developers").

**PURPOSE OF AMENDMENT**

The Developers are the owners of the residential subdivision called Georgetown, a platted subdivision, recorded on July 30, 2008 at Book 57, pages 46-54 in the records of the Ingham County, Michigan Register of Deeds ("Georgetown Subdivision") and Georgetown No. 2, a platted subdivision recorded on July 30, 2009 at Book 58, pages 8-12 in the records of the Ingham County, Michigan Register of Deeds ("Georgetown No. 2"). The Developers desire to, consistent with Article II Section 2 of the Supplemental Declaration of Covenants and Restrictions relating to the Georgetown Subdivision, recorded at Book 3315, page 199-222 of the Ingham County, Michigan Register of Deeds, bring additional real property within the scheme of the Supplemental Declarations of Covenants and Restrictions and make any necessary changes resulting therefrom.

NOW THEREFORE, the Developers declare that Article II – Property Subject to this Declaration – is hereby amended and replaced in its entirety with the following:

**ARTICLE II**  
**PROPERTY SUBJECT TO THIS DECLARATION**

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

Georgetown, a subdivision of part of the Southwest 1/4 of Section 14, T4N, R1W, Meridian Township, Ingham County, Michigan, the surveyed boundary of said parcel described as: Beginning at the West 1/4 corner of said Section 14; thence N89°56'09"E along the East-West 1/4 line of said Section 14 a distance of 1321.95 feet to the East line

of the West 1/2 of said Southwest 1/4 of Section 14; thence S00°05'16"W along said East line 1208.50 feet; thence N89°54'44"W 493.49 feet; thence N78°18'04"W 125.00 feet; thence S68°12'25"W 71.95 feet; thence N78°18'04"W 124.96 feet; thence N58°05'07"W 115.19 feet; thence N77°24'16"W 125.00 feet; thence N60°14'33"W 63.29 feet; thence N80°17'52"W 194.67 feet; thence N89°54'47"W 50.00 feet to the West line of said Section 14; thence N00°05'13"E along said West line 1029.84 feet to the point of beginning; said parcel containing 35.08 acres, containing 42 Lots numbered 1 through 42, inclusive, and three private parks; and

Georgetown No. 2, a subdivision of part of the Southwest 1/4 of Section 14, T4N, R1W, Meridian Township, Ingham County, Michigan, the surveyed boundary of said parcel described as: Commencing at the West 1/4 corner of said Section 14; thence S00°05'13"W along the West line of said Section 14 a distance of 1029.84 feet to the Southwest corner of Georgetown, according to the recorded plat as recorded in Liber 57 of Plats, Pages 46 to 54, Ingham County Records and the point of beginning of this description; thence along the South line of said plat of Georgetown the following nine courses: S89°54'47"E 50.00 feet, S80°17'52"E 194.67 feet, S60°14'33"E 63.29 feet, S77°24'16"E 125.00 feet, S58°05'07"E 115.19 feet, S78°18'04"E 124.96 feet, N68°12'25"E 71.95 feet, S78°18'04"E 125.00 feet and S89°54'44"E 493.49 feet to the East line of the West 1/2 of said Southwest 1/4; thence S00°05'16"W along said East line 173.44 feet; thence S27°00'41"W 547.82 feet; thence S81°51'47"W 232.35 feet; thence N78°07'10"W 63.86 feet; thence S81°51'47"W 117.23 feet; thence S65°44'26"W 159.55 feet; thence N89°54'47"W perpendicular to said West line 260.00 feet; thence N00°05'13"E parallel with said West line 335.00 feet; thence N89°54'47"W perpendicular to said West line 260.00 feet to said West line; thence N00°05'13"E along said West line 604.78 feet to the point of beginning; said parcel containing 19.89 acres, containing 39 lots numbered 43 through 81, inclusive, and five private parks.

Section 8 is added, to Article V – Easements Common Spaces and Additional Undeveloped Land:

Section 8. Temporary Turn Around Easement for Giesboro Lane

Developers hereby grant to the Ingham County Road Commission and Meridian Charter Township a temporary non-exclusive easement for vehicular and emergency vehicle traffic and the use by public utilities across that portion of real property owned by Developers, adjacent to the Property otherwise known as Georgetown No. 2, legally described as:

An easement in the Southwest 1/4 of Section 14, T4N, R1W, Meridian Township, Ingham County, Michigan, described as: Commencing at the West 1/4 corner of said Section 14; thence S00°05'13"W along the West line of said Section 14 a distance of 1634.62 feet; thence S89°54'47"E 260.00 feet; thence S00°05'13"W parallel with said West line 335.00 feet; thence S89°54'47"E 260.00 feet; thence N65°44'26"E 159.55 feet; thence N81°51'47"E 117.23 feet to the point of beginning of this easement description; thence S78°07'10"E 63.86 feet; thence N81°51'47"E 30.50 feet; thence S08°08'13"E 89.73 feet; thence S81°51'50"W 89.34 feet; thence Northwesterly 29.72 feet along a curve to the right, said curve having a radius of 380.00 feet, a delta angle of 4°28'50" and a chord length of 29.71 feet bearing N10°22'38"W; thence N08°08'13"W 81.90 feet to the point of beginning; said easement containing 0.20 acre more or less; said easement subject to all other easements and restrictions if any.

(hereinafter "Turn Around Easement for Giesboro Lane"), and depicted on the attached Exhibit E, for purposes of turning, maneuvering or operating any road plowing, maintenance or emergency vehicles or use by any public or quasi-public utility providers. The Turn Around Easement for Giesboro Lane is not for public use and cannot be assigned by the Ingham County Road Commission or Meridian Charter Township.

Developers shall be responsible for all costs associated with construction of the Turn Around Easement for Giesboro Lane and maintenance of same, however as the Ingham County Road Commission will use the Turn Around Easement for Giesboro Lane to provide winter maintenance, it may provide additional gravel and grading if necessary to facilitate its operation.

This conveyance includes a release of any and all claims to damages to Developers' adjoining property, arising from or incidental to the laying out, establishing, altering, widening, change of grade, drainage within the right of way, and improving of the highway in, over and upon the Turn Around Easement for Giesboro Lane. This conveyance also includes the consent of the Developers to the removal at any time of such trees, shrubs and vegetation as, in the judgment of the Ingham County Road Commission, is necessary to the construction and maintenance of the highway, further notice of such removal being hereby expressly waived; provided that all desirable trees, shrubs and vegetation which do not interfere with the construction, maintenance or use of the highway, are to be preserved and shall not be removed or disturbed; and provided further, that all timber, logs, and parts of trees suitable for firewood resulting from removal of any trees shall be reserved for the Developers.

The Developers covenant and agree for themselves, their heirs, executors, administrators, successors and assigns, that no billboard, sign board or advertising device, other than those advertising articles produced or sold on the premises, shall be erected, permitted or maintained in or upon the remaining lands and premises now owned by the Developers immediately adjoining the lands herein conveyed, and within a distance of three hundred feet from the highway centerline, measured at right angles to said line. This covenant is hereby declared to be a perpetual covenant and shall be construed as a real covenant attached to and running with the land.

The Turn Around Easement for Giesboro Lane shall automatically expire when Geisboro Lane is extended (and dedicated to public use) to a location that provides an additional outlet from the Property for vehicular traffic traveling in a southerly direction beyond the location of the Turn Around Easement for Giesboro Lane.

Section 24 entitled Water Feature Setback of Article VIII entitled Restrictive Covenants, is deleted and replaced in its entirety with the following:

Section 24. Water Feature Setback

A water feature setback is located on Lots 2 and 3 and depicted on Exhibit D attached to the Supplemental Covenants and Restrictions and on Lot 59 as depicted on Exhibit F attached to this First Amendment to Supplemental Covenants and Restrictions and Grant of Easements for Georgetown Subdivision. Construction on said Lots is subject to Section 62-61 and Section 86-471 of the Meridian Charter Township code of ordinances which deals with construction on property that is the subject of a water feature setback. Prior to any construction or grading on any Lot within Georgetown on which a water feature setback is located, silt fencing shall be installed at the upland edge of any water feature setback. The fencing shall be removed after construction and the area is stabilized.

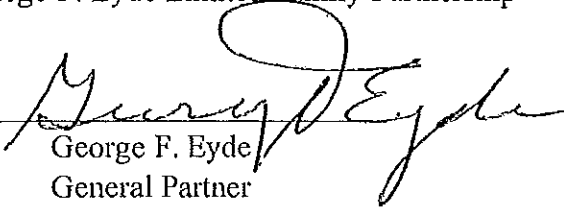
All other provisions of the Supplemental Covenants and Restrictions and its attachments and exhibits not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the Developers have caused this First Amendment to Supplemental Covenants and Restrictions and Grant of Easements for Georgetown Subdivision to be executed the day and date first above written.

DEVELOPERS:

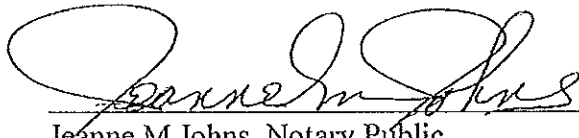
George F. Eyde Limited Family Partnership

Louis J. Eyde Limited Family Partnership

  
By: George F. Eyde  
Its: General Partner

  
By: Louis J. Eyde  
Its: General Partner

The foregoing instrument was acknowledged before me in Ingham County, Michigan, on the 22<sup>nd</sup> day of April, 2009, by George F. Eyde, general partner of George F. Eyde Limited Family Partnership, a Michigan Limited Partnership, for the partnership and Louis J. Eyde, general partner of Louis J. Eyde Limited Family Partnership, for the partnership.



Jeanne M Johns, Notary Public  
State of Michigan, County of Ingham  
My Commission Expires: March 8, 2013  
Acting in the County of Ingham

Drafted by:

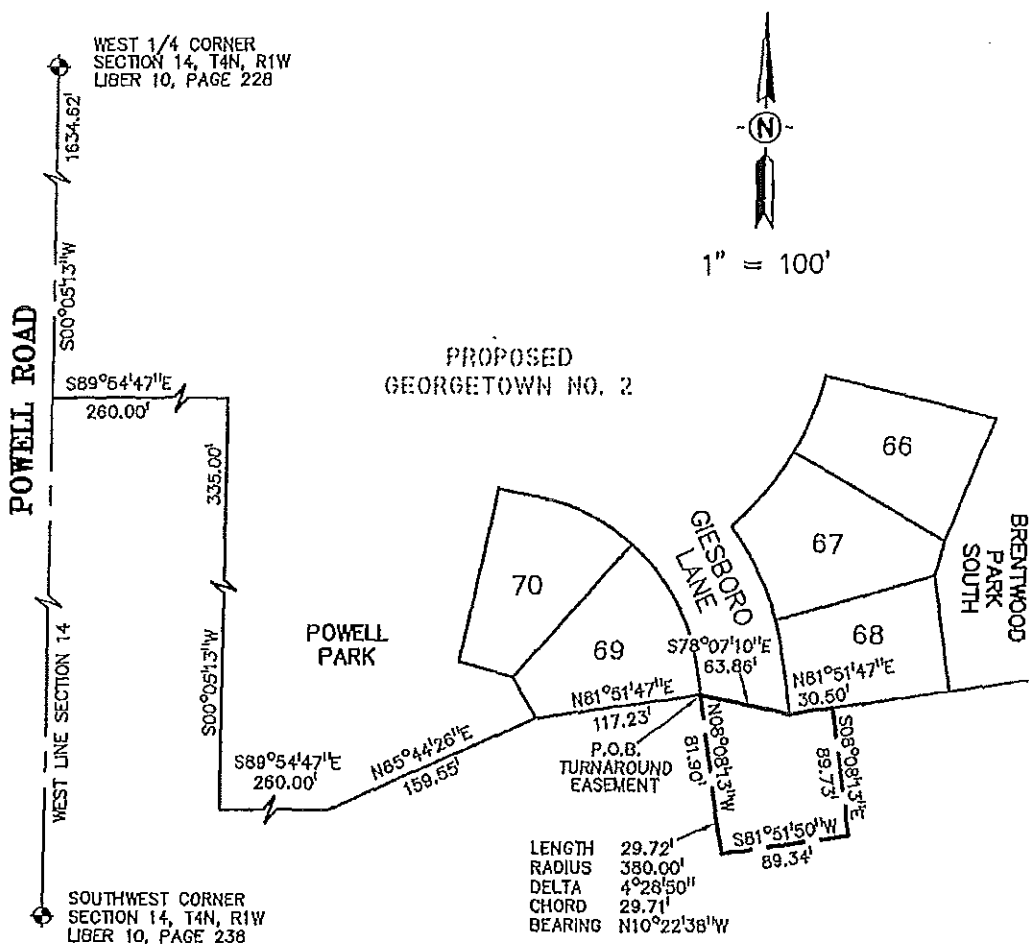
u Nicole R. Graf (P55474) u  
Oade, Stroud & Kleiman, P.C.  
200 Woodland Pass, P.O. Box 1296  
East Lansing, MI 48826-1296  
(517) 351-3550

# EXHIBIT E

For:  
 George F. Eyde Limited Family Partnership &  
 Louis J. Eyde Limited Family Partnership  
 4660 S. Hagadorn Road  
 East Lansing, Michigan 48823

## GIESBORO LANE TURN AROUND EASEMENT

An easement in the Southwest 1/4 of Section 14, T4N, R1W, Meridian Township, Ingham County, Michigan, described as: Commencing at the West 1/4 corner of said Section 14; thence S00°05'13"W along the West line of said Section 14 a distance of 1634.62 feet; thence S89°54'47"E 260.00 feet; thence S00°05'13"W parallel with said West line 335.00 feet; thence S89°54'47"E 260.00 feet; thence N65°44'26"E 159.55 feet; thence N81°51'47"E 117.23 feet to the point of beginning of this easement description; thence S78°07'10"E 63.86 feet; thence N81°51'47"E 30.50 feet; thence S08°08'13"E 89.73 feet; thence S81°51'50"W 89.34 feet; thence Northwesterly 29.72 feet along a curve to the right, said curve having a radius of 380.00 feet, a delta angle of 4°28'50" and a chord length of 29.71 feet bearing N10°22'38"W; thence N08°08'13"W 81.90 feet to the point of beginning; said easement containing 0.20 acre more or less; said easement subject to all other easements and restrictions if any.



This plan was made at the direction of the parties heron and intended solely for their immediate use and no survey has been made and no property lines were monumented, all easements recorded or unrecorded may not be shown, unless specifically noted, and no dimensions are intended for use in establishing property lines.

- Easement Line
- Proposed Plot
- Distance Not to Scale



**KEBS, INC.** KYES ENGINEERING  
BRYAN LAND SURVEYS

2116 HASLETT ROAD, HASLETT, MI 48840  
 PH. 617-339-1014 FAX. 617-339-8047

13432 PRESTON DRIVE, MARSHALL, MI 49088  
 PH. 269-781-9800 FAX. 269-781-9805

DRAWN BY KDB	SECTION 14, T4N, R1W
FIELD WORK BY ---	JOB NUMBER:
SHEET 1 OF 1	81775.SUB





MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH  
BUREAU OF COMMERCIAL SERVICES

Date Received  
SEP 29 2009

(FOR BUREAU USE ONLY)

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

FILED

SEP 29 2009

Administrator  
BUREAU OF COMMERCIAL SERVICES

EFFECTIVE DATE:

Name		
Nicole R. Graf, Oade, Stroud & Kleiman, P.C.		
Address		
200 Woodland Pass, P.O. Box 1296		
City	State	Zip Code
East Lansing	MI	48826-1296

Document will be returned to the name and address you enter above.  
If left blank document will be mailed to the registered office.

70565L

ARTICLES OF INCORPORATION  
For use by Domestic Non-Profit Corporations  
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:

Georgetown Homeowner's Association

ARTICLE II

The purpose or purposes for which the corporation is organized are:  
See attached.

ARTICLE III

1. The corporation is organized upon a Nonstock basis.  
(Stock or Nonstock)

2. If organized on a stock basis, the total number of shares which the corporation has authority to issue is \_\_\_\_\_ . If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class are as follows:

Handwritten notes: 25- CAB 125865



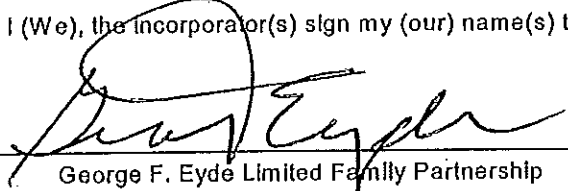
## Article II

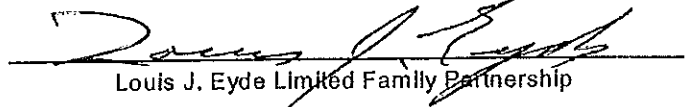
- A. To manage and administer the affairs of and to maintain Georgetown subdivision (hereinafter called the "Subdivision");
- B. To levy and collect assessments against and from the members of the Association and to use the proceeds thereof for the purposes of the Association, to enforce assessments through liens and foreclosure proceedings when appropriate, and to impose late charges for nonpayment of assessments;
- C. To carry insurance and to collect and allocate the proceeds thereof;
- D. To rebuild improvements to the parks and common spaces after casualty;
- E. To contract for and employ persons, firms or corporations to assist in the management, operation, maintenance and administration of said Subdivision;
- F. To make reasonable rules and regulations governing the use and enjoyment of the Subdivision by members and their tenants, guests, employees, invitees, families and pets and to enforce such rules and regulations by all legal methods, including, without limitation, imposing fines and late payment charges, or instituting eviction or legal proceedings;
- G. To own, maintain and improve, and to buy, sell, convey, assign, mortgage or lease (as landlord or tenant) any real and personal property, or any interest therein, including, but not limited to, any lot in the Subdivision, parks, open spaces any easements or any other real property, whether contiguous to the Subdivision, for the purpose of providing benefit to the members of the Association and in furtherance of any of the purposes of the Association;
- H. To borrow money and issue evidence of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;
- I. To enforce the provisions of the Declaration of Covenants and Restrictions, any supplements or addendums thereto, and of these Articles of Incorporation and such By-Laws and Rules and Regulations of the Association as may hereafter be adopted;
- J. To do anything required of or permitted to it as Administrator of said Subdivision by the Declaration of Covenants and Restrictions and any supplements or addendums thereto or by Act No. 288 of Public Acts of 1967, as from time to time amended; and
- K. In general, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of said Subdivision and to the accomplishment of any of the purposes thereof.

Use space below for additional Articles of for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

I (We), the incorporator(s) sign my (our) name(s) this

30<sup>th</sup> day of July, 2008.

  
George F. Eyde Limited Family Partnership  
By George F. Eyde, Authorized Member

  
Louis J. Eyde Limited Family Partnership  
By Louis J. Eyde, Authorized Member

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Article VI

The qualifications of members, the manner of their admission to the Association, the termination of membership and voting by such members shall be as follows:

- A. Each owner (including the Developers) of a lot in the Condominium shall be a member of the Association, and no other person or entity shall be entitled to membership.
- B. Membership in the Association shall be established by acquisition of fee simple title to a lot in the Subdivision, or purchase of a lot on a land contract, and by recording with the Register of Deeds of Ingham County, Michigan, a deed or other instrument establishing a change of record title to such lot and the furnishing of evidence of same satisfactory to the Association (except that the Developers of the Subdivision shall become a member immediately upon establishment of the Subdivision), the new owner thereby becoming a member of the Association, and the membership of the prior owner thereby being terminated.
- C. The share of a member in the funds and assets of the Association cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his lot in the Subdivision.
- D. Voting by members shall be according to the provisions of the By-Laws of the Association.

## Article VII

A volunteer director shall not be personally liable to the Association or its co-owners for monetary damages for breach of the director's fiduciary duty, except where there is:

- A. A breach of the director's duty of loyalty to the Association or its co-owners;
- B. Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- C. A violation of Michigan Statutes Annotated Section 21.200(551);
- D. A transaction from which the director derived an improper personal benefit; or
- E. An act or omission that is grossly negligent.

Georgetown Homeowner's Association agrees to indemnify a volunteer director who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, other than an action by or in right of the corporation, against expenses including attorneys' fees, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation or its members, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe that the conduct was unlawful.

### Article VIII

These Articles of Incorporation may be amended, altered, changed or repealed only by the affirmative vote of not less than two-thirds (2/3) of the entire membership of the Association; provided, that in no event shall any amendment make changes in the qualification for membership or the voting rights of members without the unanimous consent of the membership.

U:\CLIENT FILES - OPEN -\Eyde Construction\Georgetown\Articles of Incorporation Attachment.wpd