

RECIPROCAL EASEMENT

THIS RECIPROCAL EASEMENT AND DECLARATION OF RESTRICTIONS is made as of this 14th day of July, 2005 by SBI Limited Partnership, a Michigan limited partnership, whose address is 4665 Dobie Road, Suite 130, Okemos, Michigan 48864 ("Declarant"), pertaining to the plat of Wildflower Meadows Subdivision and the Wildflower Meadows Condominium Project.

WITNESSETH:

WHEREAS, on July 6, 2005, Declarant recorded a Plat for the first phase of the Wildflower Meadows Subdivision (the "Subdivision"), Document No. 5082907, Liber 10 of ✓ Plats, Page 69, Clinton County Register of Deeds (the "Plat");

WHEREAS, Declarant established Wildflower Meadows Condominium pursuant to a Master Deed recorded on March 15, 2005, Document No. 5076120, Clinton County ✓ Subdivision Plan No. 48, Clinton County Register of Deeds (the "Condominium Project");

WHEREAS, both the Plat (including subsequent phases of the Plat), and the Condominium Project (including the expandable areas) contain open space/park areas which shall be maintained as natural areas and park areas for the common enjoyment of members of both the Wildflower Meadows Condominium Association (the "Condominium Association") and the Wildflower Meadows Homeowners' Association (the "Homeowners' Association"); and

WHEREAS, it is deemed to be in the best interest of the residents of both the Subdivision and the Condominium Project to develop a uniform plan for maintaining the natural areas and park areas.

NOW, THEREFORE, it is declared as follows:

1. The Declarant and the Homeowners' Association grant to the Condominium Association for the benefit of its unit owner members and their families and guests, a permanent, non-exclusive easement for recreational access to all common areas which

are open space/park areas within the property described on attached Exhibit A, subject to the terms hereof.

2. Declarant and the Condominium Association grant to the Homeowners' Association for the benefit of its homeowner members and their families and guests, a recreational access easement over all of the general common areas which are open space/park areas within the property described on attached Exhibit B, subject to the terms hereof (the easement areas referred to in paragraph 1 and 2 hereof shall be referred to hereafter as the "Easement Areas").

3. Decisions as to the maintenance and use of the Easement Areas shall be made by a committee, which shall consist of six (6) members selected in accordance with paragraph 6 below.

4. The cost of maintenance of the Easement Areas shall be allocated among the living units within the Subdivision and the Condominium Project such that each lot/unit owner within the Subdivision and the Condominium Project shall pay 1/209th of the costs of maintaining the Easement Areas. The individual Homeowners' Association and Condominium Association shall have the responsibility of collecting payment from the members of their respective associations, and in the event of non-payment, shall have the same lien rights as in the event any other unpaid association assessments under their appropriate governance documents.

5. Declarant shall pay its prorata share of the maintenance costs of the Easement Areas for all living lots/units owned by it, including lots in future phases of the Subdivision which have not yet been platted and condominium units not yet built.

6. Seats on the committee shall be allocated among the Declarant, the Homeowners Association and the Condominium Association in accordance with percentage of costs being paid by each of the three entities. The Homeowners' Association and the Condominium Association will have one seat on the committee for each 30 lots/units owned by the non-declarant owners. For example, if there were 70 lots sold in the Subdivision and 35 units sold in the Condominium Project, the committee would be made up of two members of the Homeowners' Association, one member of the Condominium Association and three persons appointed by the Declarant. After the Declarant has sold all units and lots, the committee will be made up of four members of the Homeowners' Association and two members of the Condominium Association. The committee representatives of both the Condominium Association and the Homeowners' Association shall be appointed by their respective boards of directors.

7. The landscape plan for the naturalized areas has been based upon the creation of a self-replicating and bio-diverse blend of naturalized habitats. The committee shall

be responsible for developing and implementing a long term management program designed to promote the continued vitality of the created naturalized habitat. The primary focus of the management program will be controlled burn management and the identification and removal of undesirable plants.

The Homeowners' Association and the Condominium Association have been authorized by the Clinton County Drain Commissioner to plant and manage natural areas within the drainage easements within the Easement Areas, so long as they agree to manage these natural areas through an agreed-upon management plan. The committee's authority hereunder shall include, but not be limited to, authority to enter into such management agreement(s) on behalf of the Associations with the Clinton County Drain Commissioner. In the event the Associations and the Clinton County Drain Commissioner amend the management plan, the Associations shall provide written notice to the City of DeWitt sixty (60) days prior to the effective date of such amendment.

8. The following activities are expressly prohibited within the Easement Areas:

- a. The placement or construction of any improvements such as, but not limited to, structures, buildings, driveways and parking areas, but not including playground equipment, which initially shall be placed in such locations as the Declarant shall determine, and thereafter shall be maintained in the discretion of the committee;
- b. Motorized off-road vehicles such as, but not limited to, snowmobiles, dune buggies, all terrain vehicles and motorcycles;
- c. Any picking of flowers, cutting of trees or other vegetation, including, trimming, except as shall be authorized and directed by the committee;
- d. Diversion of water from ground and surface sources; and
- e. Any dumping, storing or otherwise placing of yard waste, trash, brush, construction materials or any personal property within the Easement Areas.

9. The committee has the right to require any lot or unit owner to restore any areas or features of the Easement Area which are damaged by the owner or any member of his family or the owner's guests.

10. The committee has the right to prevent any activity on or use of the Easement Areas that is deemed to be detrimental to the underlying purposes of this Agreement.

11. The committee is charged with the enforcement of this Agreement. A delay in enforcement shall not be construed as a waiver of the committee's rights to enforce the terms hereof.

12. The committee is entitled to enjoin any violation hereof through temporary or permanent injunctive relief and to seek specific performance, declaratory relief, restitution, reimbursement of expenses and/or an order compelling the owner to restore the Easement Areas.

13. In the event that this Agreement is terminated or amended in any manner so as to eliminate the committee's responsibility for maintenance hereunder, the parties hereto shall provide written notice to the City of DeWitt sixty (60) days prior to the effective date of such amendment.

14. In the event of any conflict between the terms of this Agreement, and the terms of the Master Deed or the Subdivision Restrictions, this Agreement shall control.

IN WITNESS WHEREOF, the Declarant has executed this Reciprocal Easement and Declaration of Restrictions as of the date and year first written above.

SBI Limited Partnership, a Michigan limited partnership

By: SCHROEDER BUILDERS, INC.,
a Michigan corporation

Its: General Partner

By: Keith L. Schroeder
Keith L. Schroeder, President



STATE OF MICHIGAN)
) ss.
COUNTY OF Ingham)

Acknowledged before me, a notary public, in Ingham County, Michigan, on July 14, 2005, by Keith L. Schroeder, as President of Schroeder Builders, Inc., a Michigan corporation, as general partner of SBI Limited Partnership, a Michigan limited partnership, on behalf of said limited partnership.

PENNY F. WISINSKI
Notary Public, Ingham County, MI
My Commission Expires Jun. 27, 2006

Penny F. Wisinski
Notary Public
Ingham County, Michigan
My Commission Expires: 6-27-06
Acting in Ingham County, MI

Drafted by and after
recording return to:

Gail A. Anderson, Esq.
McClelland & Anderson, L.L.P.
1305 South Washington Avenue
Suite 102
Lansing, Michigan 48910
(517) 482-4890



EXHIBIT A

WILDFLOWER MEADOWS SUBDIVISION – ALL PHASES

A SUBDIVISION OF PART OF THE SOUTHWEST ONE-QUARTER OF SECTION 8, TOWN 5 NORTH, RANGE 2 WEST, CLINTON COUNTY, CITY OF DEWITT, MICHIGAN, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 8; THENCE S 89°34'21" E 822.57 FEET ALONG THE SOUTH LINE OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE N 00°03'19" E 1850.99 FEET; THENCE S 89°48'11" E 150.00 FEET; THENCE N 00°06'09" E 799.83 FEET TO THE EAST-WEST ONE-QUARTER LINE OF SAID SECTION 8; THENCE S 89°46'59" E 337.28 FEET ALONG SAID EAST-WEST ONE-QUARTER LINE; THENCE S 00°17'22" W 263.76 FEET; THENCE S 89°27'38" E 1329.57 FEET TO THE NORTH-SOUTH ONE-QUARTER LINE OF SAID SECTION 8; THENCE S 00°03'19" E 1122.61 FEET ALONG SAID NORTH-SOUTH ONE-QUARTER LINE; THENCE S 89°56'41" W 162.89 FEET; THENCE 208.69 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 289.65 FEET AND A CENTRAL ANGLE OF 41°16'52", SUBTENDED BY A CHORD BEARING N 69°24'54" W 204.21 FEET TO A POINT OF CUSP WITH A CURVE; THENCE 70.17 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 498.36 FEET AND A CENTRAL ANGLE OF 08°04'02", SUBTENDED BY A CHORD BEARING S 33°38'51" W 70.11 FEET; THENCE N 60°23'11" W 45.13 FEET; THENCE N 88°26'26" W 130.47 FEET; THENCE S 11°21'40" W 216.72 FEET; THENCE S 02°47'59" E 346.07 FEET; THENCE S 23°24'35" W 125.24 FEET; THENCE S 69°07'41" W 125.24 FEET; THENCE N 87°07'33" W 110.31 FEET; THENCE N 86°26'34" W 102.27 FEET; THENCE N 87°06'57" W 112.19 FEET; THENCE S 85°58'28" W 160.68 FEET; THENCE S 62°21'22" W 168.34 FEET; THENCE S 40°06'11" W 153.03 FEET; THENCE 170.12 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 401.24 FEET AND A CENTRAL ANGLE OF 24°17'34", SUBTENDED BY A CHORD BEARING S 62°02'36" E 168.85 FEET TO A POINT OF CUSP WITH A CURVE; THENCE 72.94 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 210.00 FEET AND A CENTRAL ANGLE OF 19°54'02", SUBTENDED BY A CHORD BEARING S 10°22'40" W 72.57 FEET; THENCE S 00°25'39" W 235.61 FEET TO SAID SOUTH LINE OF SECTION 8; THENCE N 89°34'21" W 466.67 FEET ALONG SAID SOUTH LINE BACK TO THE POINT OF BEGINNING. CONTAINING 71.76 ACRES OF LAND, MORE OR LESS, AND SUBJECT TO A FIFTY (50) FOOT WIDE EASEMENT FOR RIGHT-OF-WAY FOR HERBISON ROAD AS RECORDED IN LIBER 922, PAGE 845, CLINTON COUNTY RECORDS, AND OTHER EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

EXHIBIT B

WILDFLOWER CONDOMINIUM – ALL PHASES

A PARCEL OF LAND IN THE SOUTHWEST ONE-QUARTER OF SECTION 8, TOWN 5 NORTH, RANGE 2 WEST, CITY OF DE WITT, CLINTON COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 8, THENCE N 89°34'21" W 1354.35 FEET ALONG THE SOUTH LINE OF SAID SECTION 8; THENCE N 00°25'39" E 235.61 FEET; THENCE 72.94 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 210.00 FEET AND A CENTRAL ANGLE OF 19° 54'20", SUBTENDED BY A CHORD BEARING N 10°22'40" E 72.57 FEET TO A POINT OF CUSP WITH A CURVE; THENCE 170.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 401.24 FEET AND A CENTRAL ANGLE OF 24°17'34", SUBTENDED BY A CHORD BEARING N 62°02'36" W 168.85 FEET; THENCE N 40°06'11" E 153.03 FEET; THENCE N 62°21'22" E 168.34 FEET; THENCE N 85°58'28" E 160.68 FEET; THENCE S 87°06'57" E 112.19 FEET; THENCE S 86°26'34" E 102.27 FEET; THENCE S 87°07'33" E 110.31 FEET; THENCE N 69°07'41" E 125.24 FEET; THENCE N 23°24'35" E 125.24 FEET; THENCE N 02°47'59" W 346.07 FEET; THENCE N 11°21'40" E 216.72 FEET; THENCE S 88°26'26" E 130.47 FEET; THENCE S 60°23'11" E 45.13 FEET; THENCE 70.17 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 498.36 FEET AND A CENTRAL ANGLE OF 08°04'02", SUBTENDED BY A CHORD BEARING N 33°38'51" E 70.11 FEET TO A POINT OF CUSP WITH A CURVE; THENCE 208.69 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 289.65 FEET AND A CENTRAL ANGLE OF 41°16'52", SUBTENDED BY A CHORD BEARING S 69°24'54" E 204.21 FEET; THENCE N 89°56'41" E 162.89 FEET TO THE NORTH-SOUTH ONE-QUARTER LINE OF SAID SECTION 8; THENCE S 00°03'19" E 1263.72 FEET ALONG SAID NORTH-SOUTH ONE-QUARTER LINE BACK TO THE POINT OF BEGINNING. CONTAINING 28.12 ACRES OF LAND, MORE OR LESS, AND SUBJECT TO A FIFTY (50) FOOT WIDE EASEMENT FOR RIGHT-OF-WAY FOR HERBISON ROAD AS RECORDED IN LIBER 922, PAGE 845, CLINTON COUNTY RECORDS, AND OTHER EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.