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Page: 1 of 17
07/18/2005 09:08A

DECLARATION OF RESTRICTIONS WILDFLOWER MEADOWS SUBDIVISION - PHASE I

THIS 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 the Wildflower Meadows Subdivision.

WITNESSETH:

WHEREAS, Declarant is the owner of the Wildflower Meadows Subdivision – Phase I legally described as follows:

WILDFLOWER MEADOWS, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 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 SOUTHEAST CORNER OF GENEVA SHORES NO.1, A SUBDIVISION RECORDED IN LIBER 4, PAGE 3, CLINTON COUNTY RECORDS; THENCE N 00°03'19" E 902.92 FEET ALONG THE EAST LINE OF SAID GENEVA SHORES NO. 1; THENCE S 85°37'00" E 147.28 FEET; THENCE N 68°24'56" E 66.59 FEET; THENCE S 86°09'14" E 101.24 FEET; THENCE N 84°49'50" E 222.31 FEET; THENCE N 86°08'16" E 122.78 FEET; THENCE N 79°39'23" E 60.39 FEET; THENCE N 86°08'16" E 154.75 FEET; THENCE N 04°03'19" E 348.69 FEET; THENCE N 14°16'43" W 349.02 FEET; THENCE N 02°06'43" W 124.84 FEET; THENCE N 33°25'44" E 75.26 FEET; THENCE N 05°20'51" W 131.60 FEET; THENCE N 82°41'38" E 72.40 FEET; THENCE S 11°47'19" E 130.00 FEET; THENCE 30.01 FEET ALONG A NON- TANGENT CURVE TO THE RIGHT, HAVING A

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Page: 2 of 17

07/18/2005 09:08A

RADIUS OF 1005.73 FEET AND A CENTRAL ANGLE OF $1^{\circ}42'34''$, SUBTENDED BY A CHORD BEARING $N 79^{\circ}10'51'' E$ 30.00 FEET; THENCE $N 11^{\circ}47'19'' W$ 130.00 FEET; THENCE $N 85^{\circ}12'38'' E$ 94.12 FEET; THENCE $N 85^{\circ}58'13'' E$ 89.66 FEET; THENCE $S 88^{\circ}03'01'' E$ 98.35 FEET; THENCE $S 74^{\circ}13'33'' E$ 98.91 FEET; THENCE $S 83^{\circ}36'15'' E$ 129.64 FEET; THENCE $S 72^{\circ}12'26'' E$ 63.15 FEET; THENCE $S 88^{\circ}24'17'' E$ 125.00 FEET; THENCE $N 89^{\circ}56'41'' E$ 195.69 FEET TO THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 8; THENCE $S 00^{\circ}03'19'' E$ 675.18 FEET ALONG SAID NORTH-SOUTH 1/4 LINE; THENCE $S 89^{\circ}56'41'' W$ 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 $41^{\circ}16'52''$, SUBTENDED BY A CHORD BEARING $N 69^{\circ}24'54'' W$ 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 $8^{\circ}04'02''$, SUBTENDED BY A CHORD BEARING $S 33^{\circ}38'51'' W$ 70.11 FEET TO A NON-TANGENT LINE; THENCE $N 60^{\circ}23'11'' W$ 45.13 FEET; THENCE $N 88^{\circ}26'26'' W$ 130.47 FEET; THENCE $S 11^{\circ}21'40'' W$ 216.72 FEET; THENCE $S 02^{\circ}47'59'' E$ 346.07 FEET; THENCE $S 23^{\circ}24'35'' W$ 125.24 FEET; THENCE $S 69^{\circ}07'41'' W$ 125.24 FEET; THENCE $N 87^{\circ}07'33'' W$ 110.31 FEET; THENCE $N 86^{\circ}26'34'' W$ 102.27 FEET; THENCE $N 87^{\circ}06'57'' W$ 112.19 FEET; THENCE $S 85^{\circ}58'28'' W$ 160.68 FEET; THENCE $S 62^{\circ}21'22'' W$ 168.34 FEET; THENCE $S 40^{\circ}06'11'' W$ 153.03 FEET; THENCE 170.12 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 401.24 FEET AND A CENTRAL ANGLE OF $24^{\circ}17'34''$, SUBTENDED BY A CHORD BEARING $S 62^{\circ}02'36'' E$ 168.85 FEET TO A POINT OF CUSP WITH A CURVE; THENCE 60.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 210.00 FEET AND A CENTRAL ANGLE OF $16^{\circ}27'24''$, SUBTENDED BY A CHORD BEARING $S 12^{\circ}05'59'' W$ 60.11 FEET TO A POINT OF CURVATURE WITH A CURVE; THENCE 12.62 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 210.00 FEET AND A CENTRAL ANGLE OF $3^{\circ}26'38''$, SUBTENDED BY A CHORD BEARING $S 02^{\circ}08'58'' W$ 12.62 FEET; THENCE $S 00^{\circ}25'39'' W$ 235.61 FEET TO THE SOUTH LINE OF SAID SECTION 8; THENCE $N 89^{\circ}34'21'' W$ 466.67 FEET ALONG SAID SOUTH LINE BACK TO THE POINT OF BEGINNING. CONTAINING 33.62 ACRES OF LAND, MORE OR LESS, AND 71 LOTS NUMBERED 1 TO 71, INCLUSIVE, AND THREE PRIVATE

PARKS NAMED SOUTH COMMONS, SOUTH EAST
COMMONS, AND EAST COMMONS.

WHEREAS, Declarant desires all lands within Wildflower Meadows Subdivision to be subject to certain land and building use restrictions as hereinafter set forth for the common benefit of all owners of lots within Wildflower Meadows Subdivision.

NOW THEREFORE, Declarant hereby declares and establishes the following covenants, conditions, restrictions, easements, and reservations upon all lots within Wildflower Meadows Subdivision, Phase I, and upon all present and future owners and occupants of such lots, as well as lots in any Contiguous Plat(s) (as described below) that Declarant chooses to develop within twenty (20) years from the date these Restrictions are recorded.

TABLE OF CONTENTS

ARTICLE I – DEFINITIONS	1
ARTICLE II – SAFETY PRECAUTIONS	4
ARTICLE III – ADMINISTRATION OF RESTRICTIONS	4
ARTICLE IV – VARIANCE DETERMINATIONS AND APPROVALS	4
ARTICLE V – ARCHITECTURAL AND LANDSCAPING PLANS	5
ARTICLE VI – BUILDING RESTRICTIONS	6
ARTICLE VII – SUBDIVISION OF PLATTED LOT	8
ARTICLE VIII – DAMAGED OR DESTROYED BUILDINGS	8
ARTICLE IX – APPEARANCE OF LOTS AND BUILDINGS	8
ARTICLE X – HOMEOWNERS’ ASSOCIATION	9
ARTICLE XI – OWNERSHIP AND MAINTENANCE OF COMMON PROPERTY	9
ARTICLE XII – ASSESSMENT PROCEDURES	10
ARTICLE XIII – HOMEOWNERS’ ASSOCIATION FUND	11
ARTICLE XIV – DURATION, TERMINATION AND AMENDMENT	11
ARTICLE XV – PARTIAL INVALIDITY	12
ARTICLE XVI – ENFORCEMENT	12

ARTICLE I DEFINITIONS

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

1. "Declarant" means SBI Limited Partnership, a Michigan limited partnership, its successors and assigns.

2. "Homeowners' Association" means the Michigan non-profit corporation known as "Wildflower Meadows Homeowners' Association," which is a membership corporation established by Declarant.

3. "Architectural Control Committee" means the committee of the Homeowners' Association established by the Bylaws of the Homeowners' Association to implement and approve the architectural control provisions under Article V of these Restrictions.

4. "Architectural Plans" mean:

(a) Complete building plans including detailed architectural exterior design of a residential dwelling, garages, decks and porches and any buildings to be detached from the residence;

(b) A plot plan showing the location of all building(s), driveways, sidewalks, patios, decks, porches, bays and chimneys, the elevations of top of foundations and existing and proposed grade elevations for the entire lot; and

(c) Complete specifications covering the type and quality of exterior (including foundation) materials and color of exterior walls, trim, porches, patios, decks and roofs.

5. "Landscaping" or "Landscaped" means trees, shrubs, hedges, fences, retaining walls, rock gardens or other vegetation or landscaping structures or devices.

6. "Common Property" means the common areas, common facilities and equipment within the Plat, including the following common areas:

(a) All open space and natural areas designated on the Plat, including the storm water easement areas and any improvements contained within these open space areas;

- (b) Mailboxes installed by Declarant;
- (c) Any lighting, fences or signs installed by Declarant within the common areas shown on the Plat; and
- (d) Any other property, facility, apparatus or equipment hereafter designated by Declarant to be Common Property.

7. "Contiguous Lands" means

PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 2 WEST, CITY OF DEWITT, CLINTON COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 8, THENCE S89°34'21"E ALONG THE SOUTH LINE OF SAID SECTION 8 A DISTANCE OF 822.57 FEET MORE OR LESS TO THE EASTERLY LINE OF GENEVA SHORES NO.1, A SUBDIVISION IN SAID SOUTHWEST 1/4 OF SECTION 8, AS RECORDED IN LIBER 4 PAGE 3 CLINTON COUNTY RECORDS, EXTENDED, THENCE N0°03'19"E, (RECORDED N0°18'00"E) ALONG SAID EAST LINE AND EAST LINE EXTENDED 902.92 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE CONTINUING N0° 03'19"E ALONG SAID EAST LINE OF GENEVA SHORES NO.1 A DISTANCE OF 948.07 FEET TO THE SOUTH LINE EXTENDED OF LOT 119 SAID GENEVA SHORES NO. 1, THENCE S89°48'11"E ALONG SAID SOUTH LINE AND SOUTH LINE EXTENDED 150 FEET MORE OR LESS TO THE SOUTHEASTERN MOST CORNER OF SAID LOT 119, THENCE N 0°06'09"E AGAIN ALONG THE EASTERLY LINE OF SAID GENEVA SHORES NO. 1 A DISTANCE OF 799.83 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT 113 SAID GENEVA SHORES NO.1, THENCE S89°46'59"E 337.28 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF LOT 65 ASSESSOR'S PLAT OF THE CITY OF DEWITT-SOUTH AS RECORDED IN LIBER 8 OF PLATS PAGE 18, CLINTON COUNTY RECORDS, THENCE S0°17'22"W ALONG THE WEST LINE OF LOT 76 OF SAID ASSESSOR'S PLAT OF THE CITY OF DEWITT-SOUTH A DISTANCE 263.76 FEET MORE OR LESS TO THE SOUTHWEST WEST CORNER OF SAID LOT 76, THENCE S89°27'38"E ALONG THE SOUTH LINE OF SAID PLAT 1329.57 FEET MORE OR LESS TO THE NORTH-SOUTH ONE-QUARTER LINE OF SAID SECTION 8, THENCE S0°03'19"E

ALONG SAID NORTH-SOUTH ONE-QUARTER LINE 447.43 FEET, THENCE S89°56'41"W 195.69 FEET, THENCE N88°24'17"W 125.00 FEET, THENCE N72°12'26"W 63.15 FEET, THENCE N83°36'15"W 129.64 FEET, THENCE N74°13'33"W 98.91 FEET, THENCE N88°03'01"W 98.35 FEET, THENCE S85°58'13"W 89.66 FEET, THENCE S85°12'38"W 94.12 FEET, THENCE S11°47'19"E 130 FEET, THENCE 30.01 FEET ALONG A 1005.73 FOOT RADIUS CURVE TO THE LEFT THE LONG CHORD OF SAID CURVE BEARING S79°10'51"W 30 FEET AND A CENTRAL ANGLE OF 1°42'34", THENCE N11°47'19"W 130.00 FEET, THENCE S82°41'38"W 72.40 FEET, THENCE S5°20'51"E 131.60 FEET, THENCE S33°25'44"W 75.26 FEET, THENCE S2°06'43"E 124.84 FEET, THENCE S33°25'44"W 75.26 FEET, THENCE S2°06'43"E 124.84 FEET, THENCE S14°16'43"E 349.02 FEET, THENCE S4°03'19"W 348.69 FEET, THENCE S86°08'16"W 154.75 FEET, THENCE S79°39'23"W 60.39 FEET, THENCE S86°08'16"W 122.78 FEET, THENCE S84°49'50"W 222.31 FEET, THENCE N86°09'14"W 101.24 FEET, THENCE S68°24'56"W 66.59 FEET, THENCE N85°37'00"W 147.28 FEET MORE OR LESS TO THE POINT OF BEGINNING.

8. "Contiguous Plat" means any plat or plats developed by the Declarant within the Contiguous Lands and made subject to these Restrictions.

9. "Homeowners' Association Fund" means the monies deposited in a bank account established by the Homeowners' Association to pay for the costs of maintenance of the Common Property and other costs as detailed in these Restrictions.

10. "Cost of maintenance" means all costs associated with maintaining the Common Property, including but not limited to, costs of insurance, taxes, utilities, upkeep and repair.

11. "Plat" means the plat of Wildflower Meadows Subdivision, Phase I, according to the plat thereof recorded on July 6, 2005, Document No. 5082907, at Liber 10 of Plats, Page 69, Clinton County Records.

ARTICLE II SAFETY PRECAUTIONS

Forty-eight (48) hours before any grading or digging in the ground, all lot owners must call Miss Dig at (800) 482-7171, and the underground wires, cables and pipes will be located and marked. There are natural gas pipes, high voltage electrical wires, phone wires and cables buried on lots, street right of ways and the Common Property.

ARTICLE III ADMINISTRATION OF RESTRICTIONS

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

2. Should an owner of any lot within the Plat violate any of these Restrictions, Declarant shall have the right to undertake correction of the violation and the costs incurred by Declarant in doing so shall be immediately due and payable by the lot owner to the Declarant. In addition, a lien may be imposed on the owner's lot until payment is made, and the lien may be foreclosed in the manner of the foreclosure of a mortgage under Michigan statutes.

ARTICLE IV VARIANCE DETERMINATIONS AND APPROVALS

1. Declarant shall have the right, in its sole discretion, to grant a variance from any of these Restrictions to the owner of any lot.

2. Once the transfer of the administration of any Restriction has been made by Declarant to the Homeowners' Association, all determinations and approvals required of

Declarant under such Restrictions, and all variances therefrom obtainable from Declarant, shall be obtained from the Architectural Control Committee.

3. All determinations, approvals and variances, whether from Declarant or the Architectural Control Committee, shall be in writing and shall be obtained prior to any act being undertaken which requires such determination, approval or variance.

4. The granting of any variance or approval, or the making of any determination, shall not be construed as a precedent binding Declarant or the Architectural Control Committee to any other similar or identical variance, approval or determination, and no action or inaction of Declarant or the Architectural Control Committee shall be deemed a waiver of any of their rights hereunder.

5. In addition to the determinations and approvals required under this Declaration, improvements to, and the use and enjoyment of, lots within the Plat must be in conformance with applicable City of DeWitt ordinances.

ARTICLE V ARCHITECTURAL AND LANDSCAPING PLANS

1. No building, fence, wall, permanent basketball backboard or other structure shall be erected, located or altered upon any lot within the Plat unless and until the architectural features of such improvement as revealed by the Architectural Plans have been approved by Declarant; provided, however, that this Article shall not be construed to create any liability whatsoever on the part of the Declarant to any lot owner.

2. All Landscape Plans, including retaining walls, garden areas and underground irrigation systems must have the prior written approval of Declarant. Landscape plans for a new home need not be submitted simultaneously with the Architectural Plans, but shall be submitted in sufficient time to meet the deadlines contained in Article VI, Paragraph (8) hereof.

3. Architectural Plans and Landscape Plans shall be submitted to Declarant, who shall have thirty (30) days following submission to either approve or reject them. If Declarant does not approve or reject any plans within the thirty (30) day period, they shall be deemed approved. If Declarant rejects all or any portion of any plans, the owner shall resubmit them or portions of them, and Declarant shall have thirty (30) days after resubmission within which to accept or reject them.

4. The extent of discretion reserved to Declarant in approving and rejecting any plans is broad and will cover not only matters treated elsewhere in these Restrictions, but other matters deemed by Declarant to be appropriate from time-to-time, including considerations that are aesthetic and subjective, to assure a proper mix, coordination and blending of building design, exterior material and color treatments, and placements of houses on lots within the Plat.

ARTICLE VI BUILDING RESTRICTIONS

1. Only detached single family residences constructed on site shall be built in the Plat, except that Declarant reserves the right to maintain a sales office within the Plat and to maintain, or permit other builders to maintain, model homes within the Plat. Not more than one dwelling per lot may be constructed.

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

Single story:	1500 square feet
One and one-half story:	1700 square feet
Two story:	1900 square feet

3. Roof pitches shall not be less than six inches rise for 12 inches of run.

4. Garages shall be attached, be a minimum of four hundred (400) square feet, be designed for at least two (2) cars, and shall have electric garage door openers. Driveways shall be concrete.

5. All visual components of decks shall be properly maintained including sealer.

6. No structure of a temporary character shall be placed on any lot.

7. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot for home businesses and/or one sign of not more than six (6) square feet advertising the property for sale or rent. However, Declarant may erect larger signs to promote the sales of lots.

8. All Landscape plans including retaining walls and garden areas must be approved by Declarant. Each lot, including the area between front lot line and the curb, shall

be Landscaped according to an approved Landscaping plan within four (4) months from occupancy of the dwelling. For purposes of the preceding sentence, the months of November through March shall be excluded from calculation of the four (4) month period.

9. The final grade of a lot may not be changed from the grading plan without the approval of the Declarant. No structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the drainage plan of the subdivision or which may obstruct or retard the natural flow of water over any lot or prevent the proper grading and blending of adjoining lots to further the drainage plan.

10. There shall be no outdoor storage of mobile homes, motor homes, trailers, campers, boats or other recreational vehicles on a lot or street within the Plat. Also, commercial vehicles larger than 3/4 ton pickups are not allowed to be stored on a lot or street. "Storage" is considered anything over forty eight (48) hours in any one week.

11. Detached buildings are prohibited.

12. Solar collectors and satellite dishes or any other devices 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 only upon approval of the Declarant.

13. Fences are limited to rear yards and may not extend nearer the street than the rear corner of the building nearest the side lot line or the side street in case of a corner lot. Any wood fence must be sealed, stained or painted. All fences must be properly maintained including the finish and structural integrity. Both sides of a fence must be equal in appearance. Chain link or wire fences are prohibited. Lot owners are hereby put on notice that City of DeWitt ordinances may contain restrictive provisions governing the placement of fences and other obstructions near roadways and intersections.

14. Any fences installed within the stormwater drain easements located throughout the Plat, any Contiguous Plat, or the adjacent Wildflower Meadows Condominium Project, must be approved by the Clinton County Drain Commissioner.

15. Any trees being planted in street right-of-way must be in compliance with the City of DeWitt standards.

16. Exterior lighting at building entrance shall not adversely affect adjacent properties. All other exterior lighting must be designed so the light source is not visible from adjacent properties and so as not to otherwise adversely affect adjacent properties.

17. Mailboxes throughout the Plat shall be identical and after initially installed by the Declarant shall thereafter be maintained and replaced by the Association.

18. Any fertilizer used shall have a phosphorus grade of 5 or less.

ARTICLE VII SUBDIVISION OF PLATTED LOT

No lot shall be subdivided without the prior written approval of Declarant and City of DeWitt.

ARTICLE VIII DAMAGED OR DESTROYED BUILDINGS

Any dwelling on any lot within the Plat which may be damaged or destroyed by fire, windstorm or from any other cause, shall be repaired, rebuilt, or torn down and all debris removed and the lot restored to a sightly condition with reasonable promptness. Declarant may enter on any lot 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 Declarant by the lot owner and shall become a lien on the property, which liens may be foreclosed in the manner of the foreclosure of a mortgage under Michigan statutes.

ARTICLE IX APPEARANCE OF LOTS AND BUILDINGS

The owners of all occupied lots within the Plat shall keep their lot Landscaped and maintain their structures in good repair, consistent with the high standards of the development in the Plat. Prior to construction of a dwelling on any lot, the owner shall keep and maintain the lot in a sightly condition consistent with the high standards of the development in the Plat, causing weeds and other growth to be cut. Notwithstanding the foregoing, it shall be the obligation of every lot owner to prevent the accumulation of rubbish and debris on his or her lot at all times, including periods of construction.

**ARTICLE X
HOMEOWNERS' ASSOCIATION**

Declarant has established the Homeowners' Association. Copies of the Articles of Incorporation and Bylaws of the corporation, which specify the powers and obligations of the corporation, voting rights of its members and administrative structure of the corporation, shall be given to each lot owner by Declarant prior to or at closing on the sale of each lot by Declarant.

**ARTICLE XI
OWNERSHIP AND MAINTENANCE OF COMMON PROPERTY**

1. Ownership of the Common Property as of the date hereof is vested in Declarant. Declarant shall retain ownership and control of the Common Property until such time as Declarant determines it advisable to transfer ownership to the Homeowners' Association.

2. Prior to transferring ownership of the Common Property to the Homeowners' Association, the Declarant shall cause to be executed and recorded a Reciprocal Easement and Declaration of Restrictions ("Easement Agreement") pursuant to which all co-owners in the neighboring Wildflower Meadows Condominium Project (the "Condominium Project") shall be given a permanent non-exclusive easement for recreational access to that portion of the Common Property described in Article I, Section 6(a) hereof. The Easement Agreement shall be reciprocal, as it will also grant the lot owners in the Plat and any Contiguous Plat a permanent non-exclusive easement for recreational access over certain open space and natural areas in the Condominium Project. (The easement areas in the Plat and the Condominium Project as designated in the Easement Agreement are referred to collectively hereafter in this Article XI as the "Easement Areas").

3. Pursuant to the Easement Agreement, the cost of maintenance of the Easement Areas shall be allocated equally among the total number of living units within the Plat, any Contiguous Plats and the Condominium Project. The Homeowners' Association shall have the responsibility of collecting the appropriate prorata share of the costs of maintenance of the Easement Areas from the owners of the Plat and any Contiguous Plat(s) under the procedures set forth in Article XII.

4. The costs of maintenance of all Common Property, other than the Easement Areas described in Subparagraphs 2 and 3 above, shall be spread equally among lot

owners in this Plat and any Contiguous Plat(s) under the assessment procedures and formulas established under Article XII.

5. The costs of maintenance of any Common Property in any Contiguous Plat(s) designated by Declarant, other than the Easement Areas described in subparagraphs 2 and 3 above, shall be spread equally among lot owners within this Plat, as well as owners within the Contiguous Plat(s), under the assessment procedures and formulas established under Article XII.

6. Costs of maintenance of the Common Property shall include, but not be limited to, the cost of maintenance of the mailboxes, signs, lighting and fences installed by the Declarant, the cost of maintenance of islands within dedicated streets, the cost of all insurance carried by the Association and all related administrative expenses.

ARTICLE XII ASSESSMENT PROCEDURES

1. Regular annual assessments shall be based on the total estimated cost of items covered by Article XI, together with all Association expenses. If during any year the total accumulations from the regular annual assessments are not sufficient to pay the costs to be assessed under this paragraph, supplemental special assessments may be made.

2. Regular annual assessments and supplemental assessments within this Article shall be determined by the Declarant until such time as it shall assign such responsibility to the Homeowners' Association, in which case, said amount shall be determined by the Homeowners' Association's Board of Directors. Notice of the annual assessment shall be sent to owners of the lots by mailing said notice to their last known address. It is anticipated that annual assessments shall be determined in November of each year and billed by December 15th in each year; however, failure to timely assess shall not invalidate an otherwise valid assessment.

3. All assessments under this Article shall be due in full within thirty (30) days of mailing. Any assessment not paid when due shall accrue interest from the due date at such lawful rate as established from time to time by Declarant, and shall become a lien on the lot in question until paid. Such lien may be foreclosed by Declarant in the manner prescribed for the foreclosure of mortgages under Michigan statutes.

4. Declarant reserves the right to transfer any part or all of the responsibility for maintenance of the Common Property to the Homeowners' Association and upon such transfer, the Homeowners' Association shall be bound to assume the responsibility for

maintenance of such items. Upon transfer, assessments for these items shall be made by the Homeowners' Association, on the bases described in this article, and the Homeowners' Association shall make determinations reserved to Declarant in this article as to the same.

ARTICLE XIII HOMEOWNERS' ASSOCIATION FUND

1. The Homeowners' Association shall establish and maintain the Homeowners' Association Fund.
2. Contributions to the Homeowners' Association Fund shall be made by each lot owner within the Plat based on the assessment procedures established under Article XII.
3. The Homeowners' Association shall account annually to all lot owners within the Plat for receipts and expenditures from the Homeowners' Association Fund, and shall make the books and records of these funds available for inspection at reasonable times upon request.
4. Nothing herein shall be construed to prohibit the Homeowners' Association from investing fund monies in certificates of deposit, treasury bills or like instruments, and all interest from such investments, and any interest from any bank account into which assessments are deposited, shall inure to the benefit of the Homeowners' Association Fund.

ARTICLE XIV DURATION, TERMINATION AND AMENDMENT

These Restrictions shall remain in effect for a term of twenty five (25) years from the date these Restrictions are recorded and thereafter, these Restrictions shall be automatically extended for successive terms of ten (10) years each unless at least one (1) year prior to the expiration of the original term or of any renewal term they are terminated. Termination shall be accomplished by recording with the Clinton County Register of Deeds an Agreement of Termination executed by the owners of two-thirds (2/3) of the lots in the Plat.

These Restrictions may be amended by Declarant at any time until it transfers all of its rights hereunder to the Homeowners' Association. When such event occurs, or if prior to that time by recorded instrument, Declarant grants amendment powers to the Homeowners'

Association, these Restrictions may then be amended by the Homeowners' Association as then constituted, by at least eighty percent (80%) of the voting members of the Homeowners' Association. The term "amend" means the modification or deletion of any restriction, or the imposition of any additional restriction. PROVIDED, HOWEVER, the Restrictions shall not be amended by the Homeowners' Association in any manner to impair any rights or obligations of Declarant.

ARTICLE XV PARTIAL INVALIDITY

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

ARTICLE XVI ENFORCEMENT

These Restrictions may be enforced and any violation thereof enjoined by Declarant as long as Declarant retains any rights hereunder, and by the Homeowners' Association after such time as Declarant transfers all of its rights hereunder to the Homeowner's Association.

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Restrictions as of the day 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, 2008

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

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

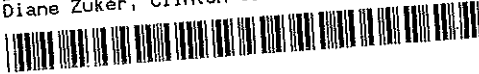
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08/08/2014 11:52 AM Page: 1 of 2
Declaration (Of Restrictions) Receipt # 82346
Diane Zuker, Clinton Co



FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS WILDFLOWER MEADOWS SUBDIVISION - PHASE I

WHEREAS, on July 14, 2005, SBI Limited Partnership, a Michigan limited partnership (the "Declarant"), whose address is 4665 Dobie Road, Suite 130, Okemos, MI 48864, executed an instrument entitled "Declaration of Restrictions, Wildflower Meadows Subdivision - Phase I" (the "Declaration"), which Declaration was recorded with the Clinton County Register of Deeds on July 18, 2005 as Document No. 5083770, Pages 1-17; ✓

WHEREAS, the Declaration covers all lots within the Wildflower Meadows Subdivision, Phase I, according to the plat thereof recorded on July 6, 2005, Document No. 5082907 at Liber 10 of Plats, Page 69, Clinton County Records (the "Plat"); ✓

WHEREAS, the Declaration provides at Article XIV, that the Declarant retains the right to amend the Restrictions at any time until it transfers all of its rights thereunder to the Homeowners Association; and

WHEREAS, the Declarant is desirous of amending the Declaration to facilitate the administration and enforcement thereof.

NOW THEREFORE, it is agreed as follows:

1. Article III, Paragraph 2 of the Declaration is amended to read in its entirety as follows:

Should an owner of any lot within the Plat violate any of these Restrictions, Declarant may: (a) undertake correction of the violation, in which case the costs incurred in doing so shall be immediately due and payable by the lot owner; or (b) impose a fine equal to \$25/day until the violation is remedied. In either event, a lien may be imposed on the owner's lot until payment is made, and the lien may be foreclosed in the manner of the foreclosure of a mortgage under Michigan statutes.

2. All other terms of the Declaration not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this document as of the 6th
day of August 2014.

DECLARANT:

SBI Limited Partnership,
a Michigan limited partnership

By: Schroeder Builders, Inc.,
a Michigan corporation
Its: General Partner

By: Keith L. Schroeder
Keith L. Schroeder
Its: President

STATE OF MICHIGAN)
COUNTY OF Ingham) ss.

The foregoing instrument was acknowledged before me, a Notary Public, on this 6th
day of August 2014 by Keith L. Schroeder, President of Schroeder Builders,
Inc., a Michigan corporation, general partner of SBI Limited Partnership, a Michigan limited
partnership, on behalf of said limited partnership.

Terri L. Holmgren
Terri L. Holmgren Notary Public
Clinton County, Michigan
My Commission Expires: 11-13-2018
Acting in Ingham County, Michigan

This document drafted by
and after recording return to:

Gail A. Anderson, Esq.
McClelland & Anderson, LLP
1305 S. Washington Ave, Suite 102
Lansing, MI 48910
(517) 482-4890

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07/31/2017 11:16 AM Page: 1 of 6
Declaration (Of Restrictions) Receipt # 124580
Diane Zuker, Clinton Co



**SECOND AMENDMENT TO
DECLARATION OF RESTRICTIONS**

ADDING WILDFLOWER MEADOWS NO. 2 SUBDIVISION

THIS SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS
is made as of this 27th day of July, 2017 by KBBV, LLC, a Michigan
limited liability company, whose address is 4665 Dobie Road, Suite 130, Okemos, Michigan
48864 ("KBBV"), pertaining to the plat of the Wildflower Meadows No. 2 Subdivision.

WITNESSETH:

WHEREAS, SBI Limited Partnership, a Michigan limited partnership ("SBI"),
previously recorded a Declaration of Restrictions for Wildflower Meadows Subdivision – Phase
I (the "Declaration"), which Declaration was recorded with the Clinton County Register of
Deeds on July 18, 2005, as Document No. 5083770; ✓

WHEREAS, SBI previously recorded a First Amendment to Declaration of
Restrictions (the "First Amendment") which First Amendment was recorded with the Clinton
County Register of Deeds on August 8, 2014 as Document No. 5217849 (the Declaration and the
First Amendment referred to collectively hereafter as the "Declaration"); ✓

WHEREAS, the Declaration provides for the addition of future phases of the
Wildflower Subdivision within all or any portion of the Contiguous Lands, as defined therein;

WHEREAS, the Declaration provides that SBI may transfer all or any portion of
its rights under the Declaration;

WHEREAS, pursuant to a quit claim deed dated May 11, 2016 and recorded with
the Clinton County Register of Deeds on May 19, 2016 as Document No. 5241044, SBI has ✓
conveyed to KBBV a portion of the Contiguous Lands which KBBV has developed as the
second phase of the Wildflower Meadows Subdivision pursuant to a plat recorded as
"Wildflower Meadows Subdivision No. 2" which includes Lots 72 through 87 and which is
legally described as follows:

WILDFLOWER MEADOWS NO. 2, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 8, T5N R2W, CITY OF DEWITT, CLINTON COUNTY, MICHIGAN, BEING DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SECTION 8, T5N, R2W, THENCE S89°34'21"E ALONG THE SOUTH LINE OF SAID SECTION 8 A DISTANCE OF 1347.66 FEET; THENCE N00°25'39"E, 933.34 FEET TO THE NORTHWEST CORNER OF LOT 68, WILDFLOWER MEADOWS, A SUBDIVISION RECORDED IN LIBER 10 OF PLATS PAGES 69-74, CLINTON COUNTY RECORDS, AND THE POINT OF BEGINNING; THENCE N05°20'40"W, 85.05 FEET; THENCE N03°54'36"W, 173.04 FEET; THENCE N12°51'21"W, 149.66 FEET; THENCE N19°12'03"W, 187.11 FEET; THENCE N05°32'46"W, 100.81 FEET; THENCE N85°48'58"E, 125.00 FEET; THENCE N69°20'34"E, 62.89 FEET; THENCE N87°47'20"E, 115.47 FEET; THENCE S89°45'37"E, 100.28 FEET TO THE NORTHWEST CORNER OF LOT 57, OF SAID WILDFLOWER MEADOWS; THENCE ALONG THE BOUNDARY OF SAID WILDFLOWER MEADOWS THE FOLLOWING FIVE COURSES: S14°16'43"E, 349.02 FEET; S04°03'19"W, 348.69 FEET; S86°08'16"W, 154.75 FEET; S79°39'23"W, 60.39 FEET; AND S86°08'16"W, 122.78 FEET TO THE POINT OF BEGINNING. SAID SUBDIVISION CONTAINS 6.15 ACRES, 16 LOTS AND ONE PRIVATE PARK; and

WHEREAS, KBBV desires all lands within Wildflower Meadows No. 2 Subdivision to be subject to the restrictions set forth in the Declaration.

NOW THEREFORE, KBBV hereby declares and establishes that all lots within Wildflower Meadows No. 2 Subdivision shall be subject to the Declaration, and that the Declaration shall be amended as follows:

1. Article I, Section 7 of the Declaration shall be amended to read as follows:

"Contiguous Lands" means:

PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 2 WEST, CITY OF DEWITT, CLINTON COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 8, THENCE S89°34'21"E ALONG THE SOUTH LINE OF SAID SECTION 8 A DISTANCE OF 822.57 FEET MORE OR LESS TO THE EASTERLY LINE OF GENEVA SHORES NO.1, A SUBDIVISION IN SAID SOUTHWEST 1/4 OF SECTION 8, AS RECORDED IN LIBER 4 PAGE 3 CLINTON COUNTY RECORDS, EXTENDED, THENCE

N0°03'19"E, (RECORDED N0°18'00"E) ALONG SAID EAST LINE AND EAST LINE EXTENDED 902.92 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE CONTINUING N0° 03'19"E ALONG SAID EAST LINE OF GENEVA SHORES NO.1 A DISTANCE OF 948.07 FEET TO THE SOUTH LINE EXTENDED OF LOT 119 SAID GENEVA SHORES NO. 1, THENCE S89°48'11"E ALONG SAID SOUTH LINE AND SOUTH LINE EXTENDED 150 FEET MORE OR LESS TO THE SOUTHEASTERN MOST CORNER OF SAID LOT 119, THENCE N 0°06'09"E AGAIN ALONG THE EASTERLY LINE OF SAID GENEVA SHORES NO. 1 A DISTANCE OF 799.83 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT 113 SAID GENEVA SHORES NO.1, THENCE S89°46'59"E 337.28 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF LOT 65 ASSESSOR'S PLAT OF THE CITY OF DEWITT-SOUTH AS RECORDED IN LIBER 8 OF PLATS PAGE 18, CLINTON COUNTY RECORDS, THENCE S0°17'22"W ALONG THE WEST LINE OF LOT 76 OF SAID ASSESSOR'S PLAT OF THE CITY OF DEWITT-SOUTH A DISTANCE 263.76 FEET MORE OR LESS TO THE SOUTHWEST WEST CORNER OF SAID LOT 76, THENCE S89°27'38"E ALONG THE SOUTH LINE OF SAID PLAT 1329.57 FEET MORE OR LESS TO THE NORTH-SOUTH ONE-QUARTER LINE OF SAID SECTION 8, THENCE S0°03'19"E ALONG SAID NORTH-SOUTH ONE-QUARTER LINE 447.43 FEET, THENCE S89°56'41"W 195.69 FEET, THENCE N88°24'17"W 125.00 FEET, THENCE N72°12'26"W 63.15 FEET, THENCE N83°36'15"W 129.64 FEET, THENCE N74°13'33", W 98.91 FEET, THENCE N88°03'01"W 98.35 FEET, THENCE S85°58'13"W 89.66 FEET, THENCE S85°12'38"W 94.12 FEET, THENCE S11°47'19"E 130 FEET, THENCE 30.01 FEET ALONG A 1005.73 FOOT RADIUS CURVE TO THE LEFT THE LONG CHORD OF SAID CURVE BEARING S79°10'51"W 30 FEET AND A CENTRAL ANGLE OF 1°42'34", THENCE N11°47'19"W 130.00 FEET, THENCE S82°41'38"W 72.40 FEET, THENCE S5°20'51"E 131.60 FEET, THENCE S33°25'44"W 75.26 FEET, THENCE S2°06'43"E 124.84 FEET, THENCE S33°25'44"W 75.26 FEET, THENCE S2°06'43"E 124.84 FEET, THENCE S14°16'43"E 349.02 FEET, THENCE S4°03'19"W 348.69 FEET, THENCE S86°08'16"W 154.75 FEET, THENCE S79°39'23"W 60.39 FEET, THENCE S86°08'16"W 122.78 FEET, THENCE S84°49'50"W 222.31 FEET, THENCE N86°09'14"W 101.24 FEET, THENCE S68°24'56"W 66.59 FEET, THENCE N85°37'00"W 147.28 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPT

WILDFLOWER MEADOWS NO. 2, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 8, T5N R2W, CITY OF DEWITT, CLINTON COUNTY, MICHIGAN, BEING DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SECTION 8, T5N, R2W, THENCE S89°34'21"E ALONG THE SOUTH LINE OF SAID SECTION 8 A DISTANCE OF 1347.66 FEET; THENCE N00°25'39"E, 933.34 FEET TO THE NORTHWEST CORNER OF LOT 68, WILDFLOWER MEADOWS, A SUBDIVISION RECORDED IN LIBER 10 OF PLATS PAGES 69-74, CLINTON COUNTY RECORDS, AND THE POINT OF BEGINNING; THENCE N05°20'40"W, 85.05 FEET; THENCE N03°54'36"W, 173.04 FEET; THENCE N12°51'21"W, 149.66 FEET; THENCE N19°12'03"W, 187.11 FEET; THENCE N05°32'46"W, 100.81 FEET; THENCE N85°48'58"E, 125.00 FEET; THENCE N69°20'34"E, 62.89 FEET; THENCE N87°47'20"E, 115.47 FEET; THENCE S89°45'37"E, 100.28 FEET TO THE NORTHWEST CORNER OF LOT 57, OF SAID WILDFLOWER MEADOWS; THENCE ALONG THE BOUNDARY OF SAID WILDFLOWER MEADOWS THE FOLLOWING FIVE COURSES: S14°16'43"E, 349.02 FEET; S04°03'19"W, 348.69 FEET; S86°08'16"W, 154.75 FEET; S79°39'23"W, 60.39 FEET; AND S86°08'16"W, 122.78 FEET TO THE POINT OF BEGINNING. SAID SUBDIVISION CONTAINS 6.15 ACRES, 16 LOTS AND ONE PRIVATE PARK.

2. Article I, Section 11 of the Declaration is amended to read as follows:

"Plat" includes the plat of Wildflower Meadows Subdivision, Phase I, according to the plat thereof recorded on July 6, 2005 at Document No. 5082907, Clinton County Records, and the plat of Wildflower Meadows No. 2 Subdivision, according to the plat thereof recorded on May 16, 2017 at Document No. 5254003, Clinton County Records.

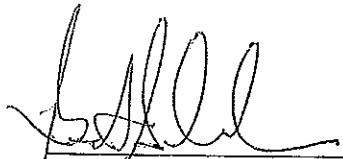
IN WITNESS WHEREOF, KBBV has executed this Second Amendment to Declaration of Restrictions as of the day and year first written above.

KBBV, LLC,
a Michigan limited liability company

By: Keith L. Schroeder
Keith L. Schroeder

By: Beverly L. Schroeder
Beverly Schroeder

By:


Brian Schroeder

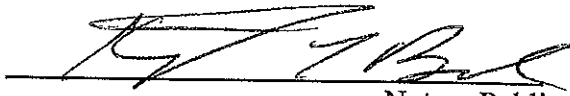
By:


Vicki Schroeder

STATE OF MICHIGAN)
) ss.
COUNTY OF Ingham)

The foregoing instrument was acknowledged before me, a Notary Public, on this 27 day of July, 2017 by Keith L. Schroeder, Beverly Schroeder, Brian Schroeder, and Vicki Schroeder, the sole Members of KBBV, LLC, a Michigan limited liability company, on behalf of said company.

KIMBERLY L. BUSH
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF INGHAM
My Commission Expires August 19, 2017
Acting in the County of Ingham


Notary Public

County, Michigan
My Commission Expires: _____
Acting in _____ County, Michigan

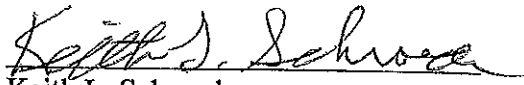
CONSENT

The undersigned hereby consents to the above-referenced Second Amendment to Declaration of Restrictions.

SBI Limited Partnership,
a Michigan limited partnership

By: Schroeder Builders, Inc.,
a Michigan corporation
Its: General Partner

By:


Keith L. Schroeder

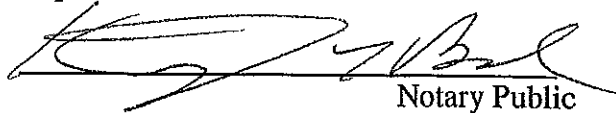
Its:

President

STATE OF MICHIGAN)
COUNTY OF Ingham) ss.

The foregoing instrument was acknowledged before me, a Notary Public, on this 27 day of July, 2017 by Keith L. Schroeder, President of Schroeder Builders, Inc., a Michigan corporation, General Partner of SBI Limited Partnership, a Michigan limited partnership, on behalf of said limited partnership.

KIMBERLY L. BUSH
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF INGHAM
My Commission Expires August 19, 2017
Acting In the County of Ingham



Notary Public

County, Michigan
My Commission Expires: _____
Acting in _____ County, Michigan

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

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Rejected Documents Receipt # 169538
Diane Zuker, Clinton Co

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08/25/2020 03:35 PM Page: 1 of 4
Declaration (Of Restrictions) Receipt # 170606
Diane Zuker, Clinton Co



**THIRD AMENDMENT TO
DECLARATION OF RESTRICTIONS**

ADDING WILDFLOWER MEADOWS NO. 3 SUBDIVISION

THIS THIRD AMENDMENT TO DECLARATION OF RESTRICTIONS is made as of this 3rd day of AUGUST, 2020 by KBBV, LLC, a Michigan limited liability company, whose address is 4665 Dobie Road, Suite 130, Okemos, Michigan 48864 ("KBBV"), pertaining to the plat of the Wildflower Meadows No. 3 Subdivision.

WITNESSETH:

WHEREAS, KBBV's predecessor in interest, SBI Limited Partnership, a Michigan limited partnership ("SBI"), previously recorded a Declaration of Restrictions for Wildflower Meadows Subdivision - Phase 1 (the "Declaration"), which Declaration was recorded with the Clinton County Register of Deeds on July 18, 2005, as Document No. 5083770; ✓

WHEREAS, SBI also recorded a First Amendment to Declaration of Restrictions (the "First Amendment") which First Amendment was recorded with the Clinton County Register of Deeds on August 8, 2014 as Document No. 5217849; ✓

WHEREAS, the Declaration provides for the addition of future phases of the Wildflower Subdivision within all or any portion of the Contiguous Lands, as defined therein;

WHEREAS, in connection with the addition of the second phase of the Wildflower Meadows Subdivision, KBBV previously recorded a Second Amendment to Declaration of Restrictions (the "Second Amendment") which Second Amendment was recorded with the Clinton County Register of Deeds on July 31, 2017 as Document No. 5256607 (the Declaration, the First Amendment and the Second Amendment are referred to collectively hereafter as the "Declaration"); ✓

Clinton County Treasurer's Certificate

I HEREBY CERTIFY there are no TAX LIENS or TITLES held by the State or individuals on the lands described within and that all TAXES on same are paid for the FIVE years preceding the date of this instrument as shown by the records in this office except taxes in process of local collection or PRE Denial.

August 25, 2020
Date

Tina Ward
Tina Ward, Clinton County Treasurer

200-008-300-007-60 (Prior)
200-008-300-007-61 (Prior) 200-008-300-007-62 (Parent#)

WHEREAS, KBBV has developed the third phase of the Wildflower Meadows Subdivision pursuant to a plat recorded as "Wildflower Meadows Subdivision No. 3" which includes Lots 88 through 95 and which is legally described as follows:

WILDFLOWER MEADOWS NO. 3, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 8, T5N R2W, CITY OF DEWITT, CLINTON COUNTY, MICHIGAN, BEING DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SECTION 8, T5N, R2W, THENCE S89°34'21"E ALONG THE SOUTH LINE OF SAID SECTION 8 A DISTANCE OF 1347.66 FEET; THENCE N00°25'39"E, 933.34 FEET TO THE SOUTHWEST CORNER OF LOT 72, WILDFLOWER MEADOWS NO. 2, A SUBDIVISION RECORDED IN LIBER 11 OF PLATS PAGES 25 AND 26, CLINTON COUNTY RECORDS, THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION NO. 2 THE FOLLOWING FIVE (5) COURSES: N05°20'40"W, 85.05 FEET; N03°54'36"W, 173.04 FEET; N12°51'21"W, 149.66 FEET; N19°12'03"W, 187.11 FEET AND N05°32'46"W, 100.81 FEET TO THE NORTHWEST CORNER OF LOT 79, OF SAID WILDFLOWER MEADOWS NO.2 AND THE POINT OF BEGINNING; THENCE N05°32'46"W, 207.47 FEET; THENCE 17.99 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 251.69 FEET, A DELTA ANGLE OF 4°05'44" AND A LONG CHORD OF 17.99 FEET, BEARING N80°20'24"E; THENCE N07°36'44"W, 60.00 FEET; THENCE 111.17 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 311.69 FEET, A DELTA ANGLE OF 20°26'08" AND A LONG CHORD OF 110.58 FEET, BEARING S87°23'40"E; THENCE N12°49'24"E, 93.31 FEET; THENCE N30°59'08"E, 48.63 FEET; THENCE S65°59'01"E, 68.05 FEET; THENCE S80°22'35"E, 145.33 FEET; THENCE N82°41'38"E, 72.96 FEET TO THE NORTHWEST CORNER OF LOT 55, WILDFLOWER MEADOWS, A SUBDIVISION RECORDED IN LIBER 10 OF PLATS PAGES 69-74, CLINTON COUNTY RECORDS; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION THE FOLLOWING THREE (3) COURSES: S05°20'51"E, 131.60 FEET; THENCE S33°25'44"W, 75.26 FEET AND S02°06'43"E, 124.84 FEET TO THE NORTHEAST CORNER OF OLIVIA PARK, WILDFLOWER MEADOWS NO. 2, A SUBDIVISION RECORDED IN LIBER 11 OF PLATS PAGES 25 AND 26, CLINTON COUNTY RECORDS; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION NO. 2 THE FOLLOWING FOUR (4) COURSES: N89°45'37"W, 100.28 FEET; S87°47'20"W, 115.47 FEET; S69°20'34"W, 62.89 FEET AND S85°48'58"W, 125.00 FEET TO THE POINT OF BEGINNING. SAID SUBDIVISION CONTAINS 3.05 ACRES AND 8 LOTS.

200-008-300-007-60 (Prior #), 200-008-300-007-61 (Prior #), 200-008-300-007-62 (Parent #)

WHEREAS, KBBV desires all lands within Wildflower Meadows No. 3 Subdivision to be subject to the restrictions set forth in the Declaration.

NOW THEREFORE, KBBV hereby declares and establishes that all lots within Wildflower Meadows No. 3 Subdivision shall be subject to the Declaration, and that the Declaration shall be amended as follows:

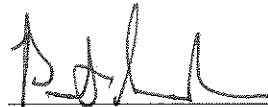
I. Article I, Section 11 of the Declaration is amended to read as follows:

“Plat” includes the plat of Wildflower Meadows Subdivision, Phase I, according to the plat thereof recorded on July 6, 2005 in Liber 10 of Plats, on Page 69, at Document No. 5082907, Clinton County Records, the plat of Wildflower Meadows No. 2 Subdivision, according to the plat thereof recorded on May 16, 2017 in Liber 11 of Plats, on Page 25, at Document No. 5254003, Clinton County Records and the plat of Wildflower Meadows No. 3 Subdivision, according to the plat thereof recorded on July 17, 2020 in Liber 11 of Plats, Page 41, at Document No. 5295279, Clinton County Records. ✓

IN WITNESS WHEREOF, KBBV has executed this Third Amendment to Declaration of Restrictions as of the day and year first written above.


KBBV, LLC,
a Michigan limited liability company

By:


Brian Schroeder

STATE OF MICHIGAN)
) ss.
COUNTY OF Ingham)
)
 ~~Clinton~~

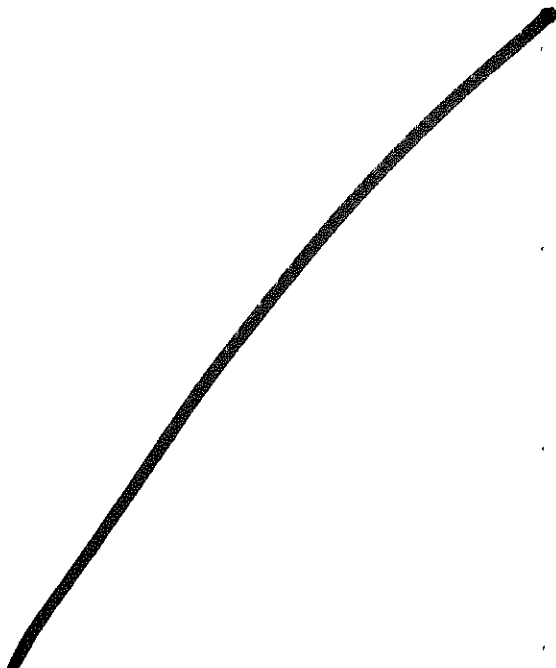
The foregoing instrument was acknowledged before me, a Notary Public, on this 3rd day of August, 2020 by Brian Schroeder, authorized member of KBBV, LLC, a Michigan limited liability company, on behalf of said company.


KATHY A. MUELLER Notary Public
Midland County, Michigan
My Commission Expires: 9-6-2022
Acting in Ingham County, Michigan

Drafted by and after
recording return to:

Gail A. Anderson, Esq.
McClelland & Anderson, L.L.P.
1142 South Washington Avenue
Lansing, Michigan 48910
(517) 482-4890

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02

(Please do not write in spaces below - For Department Use)

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH
BUREAU OF COMMERCIAL SERVICES - CORPORATION DIVISION

DATE _____

FILED

MAR 31 2005

Administrator
BUREAU OF COMMERCIAL SERVICES

(Nonprofit Domestic Corporations)

ARTICLES OF INCORPORATION

OF

WILDFLOWER MEADOWS HOMEOWNERS' ASSOCIATION

These Articles of Incorporation are signed by the Incorporator for the purpose of forming a nonprofit corporation pursuant to the provisions of Act 162 of the Public Acts of 1982, as amended, as follows:

ARTICLE I

The name of the Corporation is WILDFLOWER MEADOWS HOMEOWNERS' ASSOCIATION.

ARTICLE II

The purpose or purposes for which the Corporation is organized are as follows:

16

Tran Info: 1 10398395-1 03/18/05
Chk#: 10256 Amt: \$20.00
ID: H C CLELLAND & ANDERSON

(a) To manage and administer the affairs of WILDFLOWER MEADOWS SUBDIVISION, a residential subdivision (the "Subdivision");

(b) To own and maintain the Common Property in compliance with the ordinances of the City of DeWitt;

(c) To levy and collect assessments against and from the members of the Corporation and to use the proceeds therefrom for the purposes of the Corporation;

(d) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Corporation;

(e) To appoint the Corporation's representatives to the committee established by the Reciprocal Easement and Declaration of Restrictions (the "Declaration of Restrictions"), which is the committee charged with all decision-making regarding the maintenance of those portions of the Common Property subject to that easement agreement;

(f) To enforce the provisions of the Declaration of Restrictions, including any agreements with the Clinton County Drain Commissioner pursuant thereto;

(g) To establish such other committees as it deems necessary, convenient or desirable, and to appoint persons thereto for the purpose of administration of the Corporation; and

(h) To enforce the Rules and Regulations of the Corporation, if any.

ARTICLE III

Said Corporation is organized upon a nonstock basis.

The amount of assets which said Corporation possesses is: Real Property -- None;
Personal Property -- None.

Said Corporation is to be financed under the following general plan: Assessment
of Members.

ARTICLE IV

Said Corporation is organized on a membership basis.

ARTICLE V

The address of the initial registered office is:

4665 Dobie Road, Suite 130
Okemos, MI 48864

The name of the initial resident agent at the registered office is: Keith L.
Schroeder

ARTICLE VI

The name and address of the Incorporator is as follows:

Keith L. Schroeder
4665 Dobie Road, Suite 130
Okemos, MI 48864

ARTICLE VII

The term of this Corporation shall be perpetual.

ARTICLE VIII

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

(a) Each co-owner (including the Developer) of a Subdivision Lot shall be a member of the Corporation, and no other person or entity shall be entitled to membership.

(b) Membership in the Corporation shall be established by the acquisition of legal or equitable title to a Subdivision Lot and by recording with the Register of Deeds in the county where the Subdivision is located a deed or other instrument evidencing such title and the furnishing of evidence of same satisfactory to the Corporation, the new co-owner thereby becoming a member of the Corporation, and the membership of the prior co-owner of such Lot thereby being terminated.

(c) Neither membership nor the share of a member in the funds and assets of the Corporation can be assigned, pledged or transferred in any manner, except as an appurtenance to a Subdivision Lot.

(d) Voting by members shall be in accordance with the provisions of the Bylaws of this Corporation.

ARTICLE IX

A volunteer director or volunteer officer of the Corporation shall not be personally liable to the Corporation or its members for monetary damages for a breach of the director's or officer's fiduciary duty, except for liability: (a) for a breach of the director's or officer's duty of loyalty to the Corporation or its members; (b) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (c) for a violation of Section 551(1) of the Michigan Nonprofit Corporation Act; (d) for a transaction from which the director or officer derived an improper personal benefit; (e) for an act or omission occurring prior to the effective date of this provision; or (f) for an act or omission that is grossly negligent. If, after approval by the members of this provision, the Michigan Nonprofit Corporation Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors and/or officers, then the liability of a volunteer director or volunteer officer of the Corporation shall be eliminated or limited to the fullest extent permitted by the Michigan Nonprofit Corporation Act, as so amended. Any repeal or modifications of the foregoing provisions of this Article by the members of the Corporation shall not adversely affect any right or protection of a volunteer director or volunteer officer of the Board existing at the time of such repeal or modification.


The Corporation assumes the liability for all acts or omissions of a volunteer director, volunteer officer or other volunteer if all of the following are met: (a) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority; (b) the volunteer was acting in good faith; (c) the volunteer's conduct did not amount to gross

negligence or willful and wanton misconduct; (d) the volunteer's conduct was not an intentional tort; and (e) the volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in section 3135 of the insurance code of 1956, Act No. 218 of the Public Acts of 1956, being section 500.3135 of the Michigan Compiled Laws.

ARTICLE X

These Articles of Incorporation may be amended, altered, changed or repealed only by the affirmative vote of not less than seventy-five percent (75%) of the entire membership of the Corporation; 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.

I, the Incorporator of the above-named Corporation, hereby sign these Articles of Incorporation on this 16th day of March, 2005.


Keith L. Schroeder

Prepared by and return to:

Gail A. Anderson, Esq.
McClelland & Anderson, L.L.P.
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