

BY-LAWS
OF
THE MINGES FARM ASSOCIATION

ARTICLE I

Members

Section 1. Every person or entity who is or becomes a lot owner in such residential development as is presently within or may be brought within the residential community established by the Declaration of Covenants and Restrictions imposed upon The Minges Farm Association properties recorded in Liber 1179 on page 454 of the Calhoun County Clerk/Register's office shall be a member of the Association. Lot owner means the record owner, whether one or more persons or entities, of the fee simple title to any such lot, but shall mean and defer to the vendee rather than the record owner in all cases in which the fee simple title to a lot is being sold on a land contract. A person's membership shall automatically cease and determine when he ceases to be a lot owner and any person shall automatically become a member when he becomes a lot owner.

Section 2. The Board of Directors may authorize persons or entities other than lot owners to become associates of the Association upon acceptance of their written application. Associates shall have the use of all or part of the facilities of the Association as determined and regulated by the Board of Directors, upon payment of fees to the Association. Associates shall not have the right to vote.

Section 3. The following persons shall be entitled to become associates of the Association upon payment of the same annual assessments or charges as members, subject to the terms and conditions set out in the Covenants and Restrictions:

Frances M. Delmerico, as long as she is the owner and occupant of property located at 160 S. Minges Road.

Wendell C. Gates II and Helen M. Gates, as long as they, or one of them, are the owners and occupants of property located at 156 S. Minges Road.

Section 4. All rights of a member including the right to vote may be suspended by the Board of Directors for any period during which an assessment levied on the lot of which he is an owner remains unpaid. In the event the Board of Directors adopts and publishes rules and regulations governing the use of the park property owned by the Association, the Board of Directors in their sole discretion may suspend the membership rights of any member or associate for violation of such rules and regulations for a period not to exceed 30 days. Any suspension of membership rights shall take effect upon the expiration of 3 days after delivery of notice of suspension and the cause therefore to the member or associate, personally or to his place of residence.

ARTICLE II

Meetings

Section 1. Any and all meetings of the members and of the Board of Directors of the Association shall be held within Calhoun County, Michigan, at such place as may be designated by resolution of the Board of Directors or at the registered office of the Association in default of such designation by the Board of Directors.

Section 2. After the year of incorporation an annual meeting of the members shall be held in each year of the first Tuesday in the month of April at 7:30 o'clock in the evening for the purpose of electing directors and transacting any other business which may lawfully come before the meeting.

Section 3. At least 10 days prior to the date fixed in the preceding section for the holding of the annual meeting of members, a written notice of the time, place and purposes of such meeting shall be mailed by ordinary mail to each member and each associate.

Section 4. If for any reason the annual meeting of the members shall not be held on the day hereinabove designated for such meeting, it may be called and held as a special meeting provided that the notice shall comply with the notice requirements for an annual meeting.

Section 5. The order of business at the annual meeting of the members shall be as follows:

- (a) Roll call
- (b) Reading notice and proof of mailing
- (c) Report of President
- (d) Report of Secretary
- (e) Report of Treasurer
- (f) Election of Directors
- (g) Establish amount of fees, dues or assessment for ensuing year
- (h) Transaction of other business mentioned in the notice
- (i) Adjournment

In the absence of any objection, the presiding officer may vary the order of business at his discretion.

Section 6. A special meeting of the members may be called at any time by the President or by a majority of the Board of Directors or by a demand signed by the owners of a majority of the lots subject to the Declaration of Covenants and Restrictions referred to in Article I of these By-Laws and any supplemental declaration. Demand for such meeting shall be presented to the Secretary and thereupon the Secretary shall fix a time and place (not exceeding 20 days from the time of the receipt of the demand) for holding such meeting, and a written notice stating the time, place and purpose of the meeting shall be mailed by the Secretary by ordinary mail to each member not less than 5 days prior to the date of such meeting.

Section 7. Immediately following the annual meeting of members and at the same place, the Board of Directors, as constituted upon final adjournment of the annual meeting, shall convene for the purpose of electing officers and transacting any other business properly brought before it; provided, however, that the organization meeting in any year may be held at a different time and place by consent of a majority of such directors.

Section 8. There shall be no regular meetings of the Board of Directors other than the annual meeting.

Section 9. Special meetings of the Board of Directors may be called on the demand of the President or upon the demand of two (2) directors. Such demand shall be presented to the Secretary and thereupon the Secretary shall fix a time and date (not exceeding 5 days from the time of the receipt of the demand) for holding such meeting, and a written notice stating the time, place and purpose of the meeting shall be mailed by the Secretary by ordinary mail to each director not less than 3 days prior to the date of such meeting.

Section 10. All notices required to be given by any provision of these By-Laws shall state the authority pursuant to which the notice is issued (for example, "by order of the President" or "by order of the Board of Directors", etc.) and shall bear the written or printed signature of the Secretary. Every notice shall be deemed duly served when the same has been deposited in the United States mail by ordinary mail with postage fully prepaid and plainly addressed to the addressee at the last address for such addressee appearing upon the records of the corporation.

Section 11. Notice of the time, place and purpose of any meeting of the members or Board of Directors may be waived by telegram or other writing, either before or after such meeting has been held.

ARTICLE III

Quorum

Section 1. The presence of persons entitled to cast the vote for a majority of the lots subject to the Declaration of Covenants and Restrictions and any Supplemental Declaration shall constitute a quorum of the members.

Section 2. A majority of the Board of Directors shall constitute a quorum of the Board of Directors and the acts of the majority of the Directors present at a meeting at which a quorum of the Board is present shall be the acts of the Board of Directors.

ARTICLE IV

Voting, Elections and Proxies

Section 1. Members shall be entitled to one vote for each lot in which they hold the interest required for membership in the Association. When more than one person holds such interest or interests in any particular lot, the vote to which such lot is entitled shall be exercised as they may among themselves determine but in no event shall more than one vote be cast with respect to any one lot. Associates shall not be entitled to vote.

Section 2. A member entitled to vote may vote in person or by proxy. No proxy shall be deemed operative unless and until signed by the member and filed with the Secretary. In the absence of specifications to the contrary contained in the proxy, the same shall not remain in force longer than 3 years from its date.

Section 3. Members of record on the Association's books on the 15th day immediately preceding the date of any meeting of the members or the date when any other transaction takes effect is hereby fixed as a record date for the determination of members entitled to notice of and to vote at any such meeting or to participate in or act with respect to any such transaction. Nothing in this section shall affect the rights of a member and his transferee or transferor as between themselves.

ARTICLE V

Board of Directors

Section 1. The business of the Corporation shall be managed by the Board of Directors.

Section 2. Directors of the Corporation need not be members.

Section 3. The number of Directors of the Corporation shall be 7.

Section 4. Each Director shall hold office for one year and thereafter until his successor is elected and qualified. In the event of vacancies, the term of the successor director shall be governed by the term of his predecessor.

Section 5. Vacancies in the Board of Directors shall be filled by appointment made by the remaining Directors and each person so appointed shall be a director until his successor has been elected by the members entitled to vote, who may make such election at the next annual meeting or any special meeting called for that purpose prior to the annual meeting.

Section 6. In the event that all the directors shall severally or collectively consent in writing to any action to be taken by the Corporation, such action shall be as valid corporate action as though it had been authorized at a meeting of the directors.

Section 7. The Board of Directors may create or delegate authority to an Executive Committee by resolution and such Executive Committee, which shall be composed of not less than two directors, to the extent provided in such resolution shall have and exercise the authority of the Board of Directors in the management of the business of the Corporation between meetings of the Board.

Section 8. The Board of Directors shall not have the power to borrow money and to encumber the property of the Association as security for the repayment thereof until it first seeks and obtains ratification thereof by a majority of the members entitled to vote.

ARTICLE VI

Officers

Section 1. The Officers of the Corporation shall be selected by the Board of Directors and shall consist of a President, a Secretary and a Treasurer and such other officers as the Board of Directors deem necessary. The President shall be a member of the Board of Directors.

Section 2. The Board of Directors may remove any officer whenever in its judgment the business interest of the Corporation will be served thereby. This section shall not be construed to limit the right of any officer to receive damages for breach of contract.

Section 3. All officers shall respectively have such authority and perform such duties in the management of the property and affairs of the Corporation as may be delegated by the Board of Directors.

Section 4. The compensation of officers shall be fixed by the Board of Directors.

ARTICLE VII

Fiscal Year

Section 1. The fiscal year of this Association shall be the calendar year.

ARTICLE VIII

Amendment of By-Laws

Section 1. The members of the Corporation may alter, add to or repeal any by-laws. No change of the date for the annual meeting of members shall be made within 30 days next before the day on which such meeting is to be held except by unanimous consent of all members entitled to vote at the annual meeting, either in writing or by a resolution adopted at a meeting.

MAY 18

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration made this 15th day of May, 1979, by PEOPLES SAVINGS AND LOAN ASSOCIATION OF BATTLE CREEK, hereinafter called "Owner",

W I T N E S S E T H:

WHEREAS, Owner is the owner of the real property described in Article II of this Declaration as set forth in such article and desires to create on all of the property described in Article II a residential community with permanent private parks and other facilities for the common benefit of said community, and,

WHEREAS, the Owner desires to establish a general plan for the development of said real property into an attractive single family residential area and for the preservation of the values and amenities in the residential community and for the maintenance of said private parks and other common facilities; and,

WHEREAS, the Owner has deemed it desirable for the efficient preservation of the values and amenities in said community to create an agency to which can be delegated and assigned the powers of maintaining and administering the common facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and WHEREAS, within 90 days after the date hereof the Owner will cause to be incorporated under the laws of Michigan as a non-profit corporation "The Minges Farm Association" for the purpose of exercising such functions.

NOW, THEREFORE, the Owner hereby declares that all of the real property described in Article II is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges and liens (herein sometimes referred to as "covenants and restrictions") hereinafter set forth.

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ARTICLE I

DEFINITIONS

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

- A. "Association" shall mean and refer to The Minges Farm Association.
- B. The "properties" shall mean and refer to all existing properties and additions thereto which are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.
- C. "Park" shall mean and refer to that part of the property which is now or hereafter dedicated to the common use of the lot owners or otherwise set aside for such common use.
- D. "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot, whether or not platted, into which the properties may be divided or which may be subjected to this Declaration or any Supplemental Declaration, but shall not mean nor refer to a mortgagee unless and until such mortgagee has acquired fee simple title pursuant to foreclosure or any proceeding in lieu of foreclosure; except that "lot owner" shall mean and refer to the vendee rather than the vendor in all cases in which the fee simple title to any lot is being sold on land contract.
- E. "Member" shall mean and refer to all those lot owners who are members of the association as provided in Article III hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION:

Section 1. Existing property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Battle Creek Township, Calhoun County, Michigan, and is more particularly described as follows:

The Northwest 1/4 of Section 26, Town 2 South, Range 8 West, Battle Creek Township, Calhoun County, Michigan.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:

PARCEL A: The North 32 rods of the Northwest 1/4 of said Section.

PARCEL B: The South 15 rods of the East 52 rods of the North 47 rods of the Northwest 1/4 of said Section.

PARCEL C: The South 1/2 of the Southwest 1/4 of the Northwest 1/4 of said Section.

PARCEL D: Beginning at the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section, and running thence North on the North and South 1/4 line 310 feet; thence West at right angles to the North and South 1/4 line 247 feet; thence South parallel with the North and South 1/4 line 310 feet; thence East to the point of beginning.

PARCEL E: Commencing on the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 26, distant 247 feet west at right angles from the North and South 1/4 line of said Section and running thence North 310 feet parallel with the North and South 1/4 line, thence West 165 feet at right angles with the North and South 1/4 line, thence South 310 feet parallel with the North and South 1/4 line, thence East 165 feet to the place of beginning.

PARCEL F: Commencing on the North and South 1/4 line of Section 26 at a point distant 310 feet North of the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section, thence West at right angles with the North and South 1/4 line 247 feet, thence North parallel with the North and South 1/4 line 168.5 feet, more or less to Abram Avenue, thence East along the South line of Abram Avenue to the North and South 1/4 line, thence South on the 1/4 line to the place of beginning.

PARCEL G: Buckley Lane and Abram Avenue.

Section 2. Additions to existing property. Additional lands may become subject to this Declaration in the following manner: The Owner, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development provided that such additions are in accord with a general plan of development prepared prior to the sale of any lot in such additions and made known to every purchaser thereof prior to such sale. The Board of Directors of the Association shall also have the right to bring within the scheme of this Declaration additional properties provided that the same are adjacent to the park or the Plat of Minges Farm and provided that the owners of such additional properties agree that the same be made subject to this Declaration or a Declaration Supplementary hereto. The proposed additions, if made, will become subject to assessment for their just share of Association expenses.

Any additions authorized under this Article shall be made by filing of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property which shall extend the covenants and restrictions contained in this Declaration to such additional property. The Supplementary Declaration may contain additions to and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration provided, however, that in no event shall such supplementary Declaration revoke, modify or add to the covenants established by this Declaration as to the existing property.

ARTICLE III

MEMBERSHIP

Section 1. Every person who and every entity which is or becomes a lot owner thereby shall be a member of the Association so long as he remains a lot owner.

Section 2. Voting rights. Members shall be entitled to one share for each lot in which they hold the interest required for membership by Section 1 hereof and one vote for each such share. When more than one person holds such interest or interests in any lot all such persons shall be holders of the share to which the lot is entitled and the vote for such share shall be exercised as they among themselves determine but in no event shall more than one vote be cast with respect to any one lot. Voting rights shall be exercised in accordance with and pursuant to the By-Laws of the Association.

ARTICLE IV

PROPERTY RIGHTS IN THE PARK

Section 1. Subject to the provisions of Section 3 every member shall have a right and easement of enjoyment in and to the park and the park facilities in common with the other members and such easement shall be appurtenant and shall pass with the title to every lot.

Section 2. The Owner may retain the legal title to the park until such time as it has completed improvements thereon and until the Owner has sold all lots in the Plat but, notwithstanding any provision herein, the Owner hereby covenants for itself, its successors and assigns, that it will convey the park to the Association not later than December 31, 1990.

Section 3. The rights and easements of enjoyment created hereby shall be subject to the following:

- A. The right of the Association in accordance with its articles and by-laws to borrow money for the purpose of improving the park and in addition thereof to mortgage the same as security for repayment of such borrowed money. In the event of a default upon any such mortgage the lender shall have the right, after taking possession of the property, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to

- open the enjoyment of such properties to a wider public.
until the mortgage debt is satisfied whereupon the possession
of the properties shall be returned to the Association and
all rights of the members hereunder shall be fully restored.
- B. The right of the Association to take such steps as are
reasonably necessary to protect the park against fore-
closure.
- C. The rights of the Association as provided in its articles
and by-laws to suspend the enjoyment rights of any member
for any period during which any assessment remains unpaid
and for any period not to exceed 30 days for any infraction
of its published rules and regulations.
- D. The right of the Association to dedicate or transfer all or
any part of the park to any public agency, authority or
governmental unit for such purposes and subject to such
conditions as may be agreed to by the members provided
that no such dedication or transfer and no determination as
to the purposes or as to the conditions thereof shall be
effective unless approved in writing by two-thirds of the
members at a membership meeting of the Association held
after at least 90 days' notice of the proposed agreement and
action is given to the members in accordance with the by-
laws of the Association.
- E. Such rules and regulations pertaining to the use and enjoy-
ment of the park and its facilities as may be published by
the Owner or by the Association.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. The parties hereto and each owner of any lot by
acceptance of a deed therefor, whether or not it shall be so expressed in such

deed or other conveyance is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, repairs, replacements and additions; such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the land against which each such assessment is made. Each such assessment together with such interest thereon and costs of collection thereof as hereinafter provided shall also be the personal obligation of the person who was the lot owner of such property at the time when the assessment fell due.

Section 2. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the properties and in particular for the improvement and maintenance of the park and the common facilities located thereon including but not limited to the payment of taxes and insurance on the park, repair, replacement and additions to the facilities thereon and the cost of labor, equipment, materials and supervision thereof, and the enforcement of the covenants and restrictions contained in this Declaration.

Section 3. Until the year beginning January 1, 1983, the annual assessment shall not exceed \$120 per lot. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the annual assessment for any year. From and after January 1, 1983, the maximum amount of the annual assessment may be increased or decreased by majority vote of the members.

Section 4. In addition to the annual assessments authorized by Section 3 the Association may levy in any assessment year a special assessment

applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or re-construction, unexpected repair or replacement of a described improvement on the park including personal property related thereto, provided that any such special assessment shall have the assent of two-thirds of the votes of the members who are voting at a meeting duly called for this purpose after at least 30 days' written notice of such meeting has been sent to all members setting for the purpose of the meeting. A special assessment to defray, in whole or in part, the cost of enforcement of the covenants and restrictions contained in this Declaration may be levied with the assent of a majority of the votes cast at the meeting. No special assessment may be levied prior to conveyance of the park to the Association.

Section 5. The annual assessments provided for herein shall be for the calendar year and shall become due and payable on the first day of June of said year. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 6. The Board of Directors of the Association shall fix the amount of the assessment against each lot at least 60 days in advance of the due date of the assessment and shall at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept at the office of the Association and shall be open to inspection by any owner. Written notice of the assessment shall thereupon be sent to the last known address of every owner subject thereto not less than 30 days in advance of the due date of the assessment. The Association upon demand at any time shall furnish to any owner liable for said assessment a certificate in writing signed by an authorized officer of the Association setting forth whether said assessment has been paid. Such certification shall be conclusive evidence of the payment of any assessment therein stated to have been paid.

Section 7. If the assessments are not paid on the dates when due then such assessment shall become delinquent as of that date and shall, together

with interest and costs of collection thereupon become a continuing lien upon the property which shall bind such property in the hands of the then owner, his heirs, devisees, representatives and assigns. Personal obligation of the then owner to pay such assessments, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid within 15 days after it becomes delinquent, the assessment shall bear interest from the date of delinquency at the rate of 7 per cent per annum and the Association may bring an action at law against the person obligated to pay the same or foreclose the lien against the property in the manner provided for foreclosure of mortgages and there shall be added to the amount of such assessment the actual cost of preparing and filing the action and prosecuting the same to judgment and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with costs of suit.

Section 8. The lien of the assessment herein provided for shall be subordinate to the lien of any mortgage now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to any proceeding in lieu of foreclosure or prior to the expiration of the redemption period from any sale or transfer of such property pursuant to foreclosure. Such sale or transfer shall not relieve such property from such liability from any assessments thereafter becoming due nor from the lien of any subsequent assessment.

ARTICLE VI

USE RESTRICTIONS

Section 1. All lots in said plat shall be used for single family residential purposes only. The park area shall be used for recreational, scenic and aesthetic purposes only. No dwelling shall be erected, altered, placed or

permitted to remain on any lot except one single family dwelling with attached private garage for not less than two (2) cars nor more than three (3) cars. No other building, radio or television antenna, antenna tower, fence, shed, wall, swimming pool, tennis court or structure of any kind shall be erected, altered, placed or permitted to remain on any lot except with prior written approval of the Architectural Control Committee after construction plans and specifications for the same and a plot plan showing the location thereof have been submitted to the Committee. No fence shall be placed closer to the front lot line than the front foundation wall of the dwelling on the lot.

Section 2. No platted lot shall be subdivided or reduced in area or width for use as a building site, but this shall not be construed to prohibit a building site of one full platted lot and fraction of another platted lot.

Section 3. The heated ground floor living area (exclusive of one-story open porches and garages) of any dwelling placed on said lots shall not be less than 1,400 square feet for a one-story dwelling and not less than 1,200 square feet for a one and one-half story or split level dwelling and the heated living area shall be not less than 2,000 square feet for a two-story dwelling.

Section 4. No building shall be located on any lot nearer than 35 feet to the front lot line or any side street line or nearer than 10 feet to any other lot line.

Section 5. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 6. No structure of a temporary character, basement, tent, recreational equipment, shack, garage, barn or other outbuilding shall be used on any lot at anytime as a residence, either temporary or permanent.

Residence

Section 7. No mobile home, piece of major recreation equipment or piece of agricultural, commercial or industrial equipment shall be parked or stored either temporarily or permanently on any lot unless the same is housed entirely with a fully enclosed structure, provided that such equipment may be parked upon a lot for loading or unloading purposes for a period not exceeding 48 hours, but in no event shall the same have a fixed connection to electricity or water. Major recreation equipment shall be deemed to include travel-trailers, pick-up covers, pick-up coach campers, motorized homes, tent trailers, tent campers, boats, boat trailers, snowmobiles, snowmobile carriers, horse trailers, rafts, houseboats, float boats, dune buggies, motor-cycles, motor-cycle carriers and any self-propelled vehicle or towed vehicle intended primarily for recreational purposes.

Section 8. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property for sale or rent or used by a builder to advertise the property during the construction and sale period. Peoples Savings and Loan Association of Battle Creek shall have the right to erect and maintain brick, wood or masonry entrance signs identifying the plat.

Section 9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

Section 10. No rubbish, junk, materials, inoperative vehicles, machinery or objectionable or valueless object shall be permitted to accumulate or remain on a lot. Trash, garbage or other wastes shall not be kept except in fully enclosed sanitary containers. No such material shall be burned out of doors.

Section 11. No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in

accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

Section 12. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of Michigan State Health Department. Approval of such system as installed shall be obtained from such authority.

Section 13. No earth, sand, gravel or similar material shall be removed from the plat without written consent of the Architectural Control Committee. If such consent is withheld by the Committee, a lot owner shall have the right to deposit such material on another site within the boundary of the plat provided by the Committee when removal of the same from the lot is required for construction of a dwelling.

Section 14. Any building erected or to be erected shall be fully completed, including finish grading, seeding and landscaping of the lot, within 12 months after commencement of construction or excavation therefor, whichever occurs earlier. No building shall be occupied for dwelling purposes until fully completed except with prior written consent of the Architectural Control Committee.

Section 15. No dwelling shall be deemed completed until a paved driveway has been constructed from the public street to the garage on said premises and the area between the lot line and the curb line or traveled portion of the street is finish graded and seeded.

Section 16. The Owner shall constitute the Architectural Control Committee until it executes and delivers to the Association a written transfer of such function; this shall take place not later than when Owner has disposed of all building sites on the property. The Owner shall designate one or more

representatives to perform its function as the Architectural Control Committee. After transfer to the Association its Board of Directors shall constitute the Architectural Control Committee but it may designate one or more representatives, who need not be Board members, to act as the Architectural Control Committee. No building shall be erected, placed, altered or permitted to remain on any lot until the construction plans and specifications and a plot plan showing the location of the same has been approved by the Architectural Control Committee as to the quality of workmanship and materials, exterior wall covering, harmony of exterior design and color with existing and future structures, location with respect to topography, finish grade elevation, drainage of surface water and landscaping. Action by a majority of the Committee shall constitute action by the Committee. Any action by the Committee or its representatives must be in writing to be effective and shall set forth the reasons for any disapproval. In the event of failure to approve or disapprove within 30 days after complete plans and specifications have been submitted, Committee approval will not be required and the provisions requiring submission shall be deemed to have been fully complied with.

ARTICLE VII

GENERAL PROVISIONS

Section 1. The covenants and restrictions contained in this Declaration shall run with and bind the land as covenants running with the land and shall inure to the benefit of and be enforceable by the Association or the owner of any land subject to this Declaration and their respective heirs, representatives, successors and assigns. Enforcement of these covenants and restrictions may be by any proceeding at law or at equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages for violation, and against the land to enforce any lien existing by violation of the covenants and restrictions

herein contained. Failure by the Association or any owner to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so at a later time or in the event of a later violation. Any invalidation of any one of these covenants or restrictions by judgment or Court Order in no manner shall affect the validity of any other provision herein contained and such other covenants and restrictions shall remain in full force and effect.

Section 2. The covenants and restrictions extended in this Declaration may be modified or amended by effective vote cast on behalf of not less than 75% of the lots subject to this Declaration at any duly called regular or special meeting of the members of the Association or by execution of the written instrument of modification or amendment by the persons who are the lot owners of 75% of such lots; provided, however, that the covenants and restrictions contained in Article VI hereof shall not be subject to modification or amendment by the process hereinbefore set forth but shall continue in force and effect for a period of 25 years after which date this Declaration is recorded and thereafter shall be automatically extended for successive periods of 10 years unless an instrument signed by the then lot owners of 2/3 of the lots has been recorded for the purpose of changing said restrictions in whole or in part as set forth in such instrument.

IN WITNESS WHEREOF the Owner has caused this Declaration to be executed by its duly authorized officers on the day and year hereinabove set forth.

Witnesses:

Larry L. Arendt
Larry L. Arendt

David J. Cairns
David J. Cairns


PEOPLES SAVINGS AND LOAN
ASSOCIATION OF BATTLE CREEK

BY Wendell C. Gates
Wendell C. Gates, 1st Vice-President

BY Robert E. Pratt
Robert E. Pratt, 2nd Vice-President

STATE OF MICHIGAN)
)SS:
County of Calhoun)

The foregoing instrument was acknowledged before me, a Notary Public, on this 15th day of May, 1979, by Wendell C. Gates, II, and Robert E. Pratt, who are the President and Senior Vice-President, respectively, of PEOPLES SAVINGS AND LOAN ASSOCIATION OF BATTLE CREEK, a Michigan corporation, on behalf of said Corporation.



Larry L. Arendt
Notary Public, Calhoun County, Mich.
My commission expires: September 2, 1981

Prepared by Raymond R. Allen
1009 Security National Bank Bldg.
Battle Creek, MI 49017
Phone (616) 965-0561

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