

# DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR REYO RIDGE ESTATES

This Declaration of Covenants, Conditions, and Restrictions (“**Declaration**”) for ReYo Ridge Estates is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by ReYo LLC, an Indiana limited liability company that is qualified to do business in the State of Michigan and maintains a principal office address at 53920 North Park Avenue, Elkhart, IN 46514 (“**Declarant**”).

## RECITALS

WHEREAS, Declarant owns certain real property that is located in the Township of Milton, County of Cass, State of Michigan, and more particularly described in the Certificate of Survey that is attached to this Declaration as **Exhibit A** (the “**Property**”). Declarant is developing the Property to be a residential neighborhood, known as ReYo Ridge Estates, subject to the covenants, conditions, and restrictions set forth in this Declaration. By this Declaration, Declarant intends to establish a plan for the development, improvement, and use of the Property with architectural, landscaping, and maintenance controls.

WHEREAS, Declarant intends to create an entity to exercise the rights and duties, and perform the functions, set forth in this Declaration, which include, without limitation, maintaining certain portions of the Property, reviewing Plans for Improvements to be constructed on the Property, and assessing, collecting, and disbursing assessments provided for in this Declaration on behalf of, and as agent for, the Owners.

NOW, THEREFORE, Declarant adopts, establishes, and imposes the following covenants, conditions, restrictions, easements, liens, and charges on the Property and declares that the Property and all portions thereof are and shall be held, transferred, sold, conveyed, used, and occupied subject to such covenants, conditions, restrictions, easements, liens, and charges as set forth in this Declaration, all of which shall be binding on all parties having any right, title, or interest in the Property or any part thereof.

## ARTICLE I GENERAL

**Section 1.01 Purposes.** The purposes of this Declaration are: (a) to promote the orderly development and use of the Property; (b) to encourage the construction of quality-designed Improvements on the Property; (c) to restrict certain uses of the Property; (d) to provide for certain development and maintenance standards; and (e) to preserve the aesthetic appearance of the Property and Improvements constructed thereon.

**Section 1.02 Defined Terms.** For the purposes of this Declaration, the following words or phrases shall have the meanings as set forth below:

“**Access Easement**” has the meaning set forth in **Section 8.01**.

“**Applicable Law**” means any present or future law, statute, ordinance, regulation (including zoning ordinances and regulations), code, building code, judgment, injunction, arbitration award, order, rule, directive, proclamation, decree, common law, or other requirement, ordinary or extraordinary, foreseen or unforeseen, of any federal, state, or local government or political subdivision, or any arbitrator, department, commission, board, bureau, agency, or instrumentality thereof, or of any court or other administrative, judicial, or quasi-judicial tribunal or agency of competent jurisdiction, or of any other public or quasi-public authority or group, having jurisdiction over the Property, and any reciprocal easement, covenant, restriction, or other agreement, restriction, or easement of record affecting the Property as of the date of this Declaration or thereafter.

“**Assessments**” has the meaning set forth in **Section 4.01**.

“**Association**” means ReYo Ridge Homeowners’ Association, LLC, a limited liability company organized under the laws of the State of Michigan, and its successors and assigns.

“**Association Documents**” means all the documents relating to the creation, regulation, operation, and administration of the Association.

“**Bad Acts**” has the meaning set forth in **Section 5.04(a)**.

“**Board**” or “**Board of Directors**” means the board of directors of the Association.

“**Class A Members**” has the meaning set forth in **Section 3.03(a)**.

“**Class B Member**” has the meaning set forth in **Section 3.03(b)**.

“**Common Area**” or “**Common Areas**” mean all improved and unimproved areas of the Property that are subject to and made available by easement for the common use, benefit, convenience, or enjoyment of the Owners and their invitees, which areas are more particularly described in **Article VIII**.

“**Common Expenses**” means any and all expenses incurred by Declarant (if the Conversion Date has not yet occurred) or the Association (if the Conversion Date has occurred), and any reasonable reserve for anticipated expenses, as reasonably determined by Declarant (if the Conversion Date has not yet occurred) or the Association (if the Conversion Date has occurred), for (a) the construction, installation, maintenance, modification, repair, use, and operation of the Common Areas and the Common Facilities; (b) the provision of the Common Services; and (c) the performance of such duties, obligations, activities, and actions as are authorized in, and accord with, this Declaration. The construction, installation, maintenance, modification, repair, use, and operation of the Common Areas and the Common Facilities includes not only all labor and material necessary to construct, install, maintain, and keep the Common Areas and the Common Facilities in good appearance and operating condition, but also all parts and replacement materials necessary to keep such in good appearance and operating condition, and shall include, but not be limited to, replacement trees, plants, and other vegetation.

“**Common Facilities**” means: (a) the Roadway, sidewalks, and walkways, and any related utilities, drainage facilities, equipment, curbs, medians, and Improvements, constructed or

installed by Declarant (if the Conversion Date has not yet occurred) or the Association (if the Conversion Date has occurred) within the Common Areas for the common use, benefit, convenience, or enjoyment of the Owners and their invitees; (b) all lighting, utilities, signage, entryway features, guard houses, entrance/exit gates, drainage facilities, ponds, water features (and related equipment), and landscaping, including plants, grass vines, ground cover, trees, shrubs, flowers, mulch, bulbs, rocks, landscape edging, berms, lighting in landscaped areas, underground irrigation systems, and related landscape Improvements and materials, constructed or installed by Declarant (if the Conversion Date has not yet occurred) or the Association (if the Conversion Date has occurred) in the Common Areas for the common use, benefit, convenience, or enjoyment of the Owners and their invitees; (c) any Improvements (and related utilities and equipment) constructed or installed by Declarant (if the Conversion Date has not yet occurred) or the Association (if the Conversion Date has occurred) within the Common Areas for the provision of the Common Services; and (d) all utilities and equipment of any nature (including, but not limited to, vehicles) used by the Association (after the Conversion Date) in connection with the construction, installation, maintenance, modification, repair, use, or operation of the Common Areas (including, but not limited to, any Improvements constructed or installed within the Common Areas) or in connection with providing the Common Services.

“**Common Services**” means any services provided by or on behalf of Declarant (if the Conversion Date has not yet occurred) or the Association (if the Conversion Date has occurred) for the common use, benefit, convenience, or enjoyment of the Owners and their invitees.

“**Concept Plan Phase**” has the meaning set forth in **Section 6.03(c)**.

“**Conversion Date**” means the earlier of (a) the date on which Declarant owns in the aggregate less than twenty percent (20.00%) of the Lots comprising the Property; or (b) the date Declarant voluntarily terminates its Class B Member status by recording a written notice of such termination in the real property records of Cass County, Michigan.

“**County**” means the County of Cass, State of Michigan.

“**Declarant**” has the meaning set forth in the Preamble, together with its successors and assigns, to whom rights and powers reserved herein to Declarant expressly are conveyed or assigned by operation of law.

“**Declaration**” means this Declaration of Covenants, Conditions, and Restrictions for ReYo Ridge Estates, and all amendments hereto filed for record in the office of the Register of Deeds for the County of Cass, State of Michigan.

“**Default Interest Rate**” means the lesser of eighteen percent (18.00%) per annum or the maximum allowable contract rate of interest under law then in effect in the State.

“**Development Guidelines**” means those guidelines adopted by the Board in accordance with **Section 5.02(s)** of this Declaration.

“**DRB**” has the meaning afforded same in **Section 6.01** hereof.

“**Effective Date**” has the meaning set forth in **Section 10.03(b)**.

“**Environmental Laws**” has the meaning set forth in **Section 7.14(a)**.

“**Final Plans Review**” has the meaning set forth in **Section 6.03(e)**.

“**Front Yard Setback**” means a setback area (measured in feet from the paved edge of the Roadway) within which Improvements are prohibited or restricted, as more particularly set forth in **Section 7.03**.

“**Governmental Entity**” or “**Governmental Entities**” means the County, the State, and any agency or department thereof, and the United States of America and any agency or department thereof.

“**Hazardous Substances**” has the meaning set forth in **Section 7.14(a)**.

“**Improvement**” or “**Improvements**” mean any and all changes to any portion of the Property, from initial construction through later construction, remodeling, renovation, or maintenance, which are intended to be temporary or permanent in nature (other than changes made during a period of construction which will be removed when the period is complete), including, but not limited to, new Structures, changes to the exterior of existing Structures (including Structure exteriors and exterior roofs), exterior lighting, sculptures, driveways, sidewalks, fences, walls, railings, ramps, stairways, storage shelters, sheds, outbuildings, decks, awnings, pergolas, landscaping, poles, antennae, satellite dishes, ponds, lakes, fountains, swimming pools, tennis or athletic courts, signs, any public or private utility lines, pipes, sewers, ducts, chutes, conduits, wires, grading, excavation, fill work, changes in natural topography, changes in exterior color or shape, glazing or reglazing of exterior windows, and any new exterior construction or exterior Improvement that may not be included in any of the foregoing. Improvements include both original improvements and all later changes and improvements, and include any installation, construction, remodeling, renovation, replacement, refinishing, addition, or alteration of any of the foregoing.

“**Landscaping and Recreational Equipment**” has the meaning set forth in **Section 7.20**.

“**Loss**” or “**Losses**” has the meaning set forth in **Section 5.04(b)**.

“**Lot**” or “**Lots**” means the tracts, numbered 1 through 10, that collectively comprise the Property and are more particularly described and depicted in the Certificate of Survey that is attached to this Declaration as **Exhibit A**, together with the Improvements located on such Lots.

“**Majority Vote of the Members**” has the meaning set forth in **Section 3.04**.

“**Member in Good Standing**” has the meaning set forth in **Section 3.02**.

“**Members of the DRB**” has the meaning set forth in **Section 6.01**.

“**Notice of Unpaid Assessments**” has the meaning set forth in **Section 4.08**.

“**Owner**” or “**Owners**” mean one or more Persons (including Declarant, but excluding the Association) who alone or collectively are the record owner of any Lot. For the sake of clarification and the avoidance of doubt, the terms “**Owner**” or “**Owners**” does not include any Person who holds a lien on or encumbrance against any Lot.

“**Person**” or “**Persons**” means any individual, corporation, limited liability company, partnership, firm, trustee, or other legal entity, and all respective heirs, successors, and assigns.

“**Plans**” means any or all concept design plans, preliminary plans, and final plans for an Improvement proposed to be constructed or installed on a Lot.

“**Preliminary Plans Review**” has the meaning set forth in **Section 6.03(d)**.

“**Property**” is comprised of the Lots and has the meaning set forth in the Recitals. The term Property shall include such additional tracts that, from time to time, are subjected to the provisions of this Declaration and shall not include any tracts that, from time to time, are withdrawn as provided under this Declaration.

“**Quorum**” has the meaning set forth in **Section 3.04**.

“**Rear Yard Setback**” means a setback area (measured in feet from the rear boundary line of each Lot) within which Improvements are prohibited or restricted, as more particularly set forth in **Section 7.03**.

“**Regular Assessment**” has the meaning set forth in **Section 4.02**.

“**Restrictions**” means all conditions, covenants, restrictions, easements, charges, liens, and other obligations created by or imposed on the Property, any Lots, or any Owners by this Declaration.

“**Roadway**” means the paved roadway (as presently or hereafter constructed) within the Access Easement.

“**Side Setback**” means a setback area (measured in feet from the side boundary lines of each Lot) within which Improvements are prohibited or restricted, as more particularly set forth in **Section 7.03**.

“**Signage Easement**” has the meaning set forth in **Section 8.03**.

“**Special Owner Assessment**” has the meaning set forth in **Section 4.04**.

“**Special Purpose Assessment**” has the meaning set forth in **Section 4.03**.

“**State**” means the State of Michigan.

“**Structure**” or “**Structures**” mean any object or thing the placement of which may affect the appearance of any portions of any Lots, including, but not limited to, any building,

outbuildings, dwelling, home, garage, porch, shed, deck, fence, clothes lines, curbing, paving, landscaping, or any other temporary or permanent Improvements.

“**Super-Majority Consent**” has the meaning set forth in **Section 3.04**.

“**Unpaved Right-of-Way**” means all areas of the Access Easement, Utility Easement, and Signage Easement other than the Roadway.

“**Utility Easement**” has the meaning set forth in **Section 8.02**.

**Section 1.03 Property.** From and after the date of this Declaration, the Property shall be held, conveyed, hypothecated, encumbered, occupied, built on, and otherwise used, improved, and transferred, in whole or in part, subject to this Declaration, as same may be amended, modified, or supplemented from time to time or at any time. The Property and any right, title, or interest in all or any portion thereof shall be owned, held, sold, and conveyed by Declarant, any subsequent Owners, and any other occupants subject to this Declaration and the Restrictions. Each Owner or other occupant of any portion of the Property, by the acceptance of a deed or other conveyance or transfer of any interest in the Property or any portion thereof, shall be deemed to have covenanted and agreed to be bound by the provisions of this Declaration.

**Section 1.04 Purpose of the Association.** The Association shall have and exercise the rights, and shall perform the functions, of the Association for the benefit of, and as agent for, the Owners as set forth in this Declaration. After the Conversion Date, the Association shall be responsible for administering and enforcing the standards and controls set forth in this Declaration and shall perform its functions in accordance with this Declaration and Applicable Law.

## **ARTICLE II DESIGNATION OF LOTS; DESIGNATION OF ROADS, SIDEWALKS, AND WALKWAYS; AND ZONING**

**Section 2.01 Designation of Lots.** Declarant shall have the right and power, but not the obligation, to subdivide all or any portion of the Property owned by Declarant, without the necessity of the joinder of any other Person, into subparcels or platted lots. Declarant shall have the further right and power, but only with respect to portions of the Property owned by Declarant and without the necessity of the joinder of any other Person, to withdraw its designation of any part thereof as a Lot, to redesignate previously designated areas thereof as a lot having different boundaries and configurations from those previously described and to divide or subdivide a lot into one or more lots. An Owner of a Lot may subdivide or otherwise modify the boundaries of such Lot only with the prior written approval of such action by (a) the Declarant (if the Conversion Date has not yet occurred) or (b) Majority Vote of the Members with Super-Majority Consent (if the Conversion Date has occurred).

**Section 2.02 Designation of Roads, Sidewalks, and Walkways.** Declarant shall have the right and power, from time to time, to dedicate, designate, reserve, or convey fee simple title to, or grant easements for, roads, sidewalks, and walkways in portions of the Property owned by Declarant. The provisions of this Declaration shall be subordinate to any rights of the County in any dedicated roads, sidewalks, or walkways. No Owner other than Declarant shall have the

right to dedicate, designate, reserve, convey fee simple title, or grant easements for any roads, sidewalks, or walkways on any portion of the Property owned by such Owner unless such action is approved in writing by Declarant before the Conversion Date or by Majority Vote of the Members with Super-Majority Consent after the Conversion Date. This provision does not restrict any Owner from installing private roadways for such Owner's own use within such Owner's own Lot in compliance with the provisions of this Declaration.

**Section 2.03 Zoning.** Declarant shall have the right and power, from time to time, to change the zoning of any portion of the Property owned by Declarant in such manner as Declarant deems appropriate for the overall development of the Property. No Owner other than Declarant shall apply for any change in zoning of any portion of the Property owned by such Owner unless such zoning change is approved in writing by Declarant before the Conversion Date or by Majority Vote of the Members with Super-Majority Consent after the Conversion Date.

### **ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

**Section 3.01 Membership.** Membership in the Association is appurtenant to, and cannot be separated from, ownership of a Lot by an Owner. Membership in the Association shall terminate automatically whenever an Owner stops being an Owner, except that such termination shall not release or relieve such Owner from any liability or obligation arising under this Declaration during such Owner's period of ownership. Any transfer of title to any Lot shall operate automatically to transfer membership in the Association appurtenant to such Lot to the new Owner.

**Section 3.02 Member in Good Standing.** An Owner shall be a "Member in Good Standing" and eligible to vote if such Owner:

- (a) Has, at least ten (10) days before the taking of any vote by the Association, fully paid all Assessments or other charges levied by the Association, as such Assessments or charges are provided for under this Declaration;
- (b) Does not have a Notice of Unpaid Assessments filed by the Association against the Lot owned by such Owner;
- (c) Is not then in violation of any obligations required of such Owner under this Declaration or under the Association Documents; and
- (d) Has discharged all other obligations required of such Owner under this Declaration or under the Association Documents.

The Board shall have sole authority for determining the good standing status of any Owner at any time and shall make such determination with respect to all Owners before the Association takes a vote on any matter. The Board shall have the right and authority, in its sole discretion, to waive the ten (10)-day prior payment requirement and require only that such payment be made at any time before such vote is taken if the Board determines, in its reasonable judgment, that extenuating circumstances exist which have prevented prior payment.

Any Owner not conforming to the provisions of this **Section 3.02** shall be declared by the Board not to be a Member in Good Standing and shall not be entitled to vote on matters before the Association until the Owner attains Member in Good Standing status as so declared by the Board.

**Section 3.03 Classes of Voting Members.** The Association shall have two (2) classes of voting membership:

(a) Class A. “**Class A Members**” shall be all Owners, including Declarant. Class A Members have one (1) vote for each Lot in the Property owned by such Owners as of the date of the meeting at which such vote will be cast. If any Lot is owned by more than one (1) Owner, the Owners of such Lot may collectively cast only one (1) vote for such Lot, in the same way as if there were only one (1) Owner of such Lot, and the vote attributable to such Lot may be cast only if all the Owners owning such Lot, before the time of the vote in question, have delivered to the Association a written agreement about how such vote is to be cast or a written designation of one (1) of such Owners to cast the vote attributable to such Lot. Any Owner who is not an individual must designate a representative to act for such Owner in Association matters and to cast votes or provide written consents for such Owner, such designation to be made in writing to the Board.

(b) Class B. The only “**Class B Member**” shall be Declarant. The Class B Member has votes equal to one hundred and one percent (101%) of the aggregate of all votes eligible to be cast by Class A Members; provided, however, the Class B membership shall stop on the Conversion Date, and Declarant thereafter shall only be a Class A Member for so long as it owns any Lots in the Property.

**Section 3.04 Quorum, Voting, and Notices.** Owners holding fifty-one percent (51.00%) of the aggregate votes entitled to be cast by Class A Members in Good Standing, represented at a meeting of the Owners in person or by a legitimate proxy in a form approved by the Board, shall constitute a quorum for voting on matters brought before the Owners at meetings called by the Board (a “**Quorum**”). The vote of Members in Good Standing (including all Class A Members and the Class B Member) holding, in the aggregate, a majority of the votes entitled to be cast by the Members in Good Standing present or voting by legitimate proxy at a called meeting at which a Quorum is present (the “**Majority Vote of the Members**”) shall be the act of the Owners, except where Super-Majority Consent is required under this Declaration or the Association Documents. In the event that any act under this Declaration or the Association Documents requires Super-Majority Consent, the prior written consent of Members owning, in the aggregate, at least seventy-five percent (75.00%) of the Lots (“**Super-Majority Consent**”) shall be required, before and in addition to a Majority Vote of the Members, for such acts to be taken by, and effective as the acts of, the Owners. In addition, if any Lot is owned by more than one (1) Owner, the Owners of such Lot must unanimously consent in writing to an act requiring Super-Majority Consent, and the written consent attributable to such Lot shall be valid only if all Owners owning such Lot, before the time of the vote to which the written consent relates, have delivered to the Association a unanimous written consent signed by all Owners of the Lot. Notice requirements for all actions proposed to be taken by the Association that require a vote of approval by the Owners shall be given as set forth in the Association Documents, as such may be amended from time to time.



**ARTICLE IV  
ASSESSMENTS**

**Section 4.01 Covenants for Assessments.** Each Owner of a Lot (other than the Declarant), by acceptance of a deed or other conveyance or transfer of legal title to the Lot, whether or not it shall be so expressed in any such deed, conveyance, or transfer, shall pay to the Declarant (if the Conversion Date has not yet occurred) or to the Association (if the Conversion Date has occurred), or such other independent entity or agency that may be designated by the Declarant or the Association, as applicable, to receive such amounts, the following assessments (collectively, “**Assessments**”):

- (a) Regular Assessments as provided in **Section 4.02** below;
- (b) Special Purpose Assessments as provided in **Section 4.03** below; and
- (c) Special Owner Assessments as provided in **Section 4.04** below.

All Assessments shall be expended by the Declarant or the Association, as applicable, on behalf of all Owners only for the specified purposes provided in this Declaration. No profit, gain, or other benefit will be derived by the Declarant or the Association from the Assessments, but, instead, such funds shall be expended for the benefit of the Owners and ReYo Ridge Estates. All services contemplated to be paid from Assessments shall be obtained by the Declarant or the Association, as applicable, on behalf of the Owners. If, at any time after the Conversion Date, the Association is dissolved or terminated, all Assessments held at that time by the Association shall be proportionally allocated among the Lots and returned to the then-Owners of such Lots.

**Section 4.02 Regular Assessments.** A “**Regular Assessment**” shall be determined and assessed against each Lot (other than those Lots that are owned by the Declarant) on a recurring calendar year basis. The Regular Assessment shall be used for the payment of Common Expenses and other costs incurred by the Declarant (if the Conversion Date has not yet occurred) or the Association (if the Conversion Date has occurred) on behalf of the Owners as authorized in this Declaration (exclusive of the expenses referenced in **Section 4.04** below). For the initial partial calendar year during which this Declaration is in force, the Regular Assessment for each Lot shall be \$\_\_\_\_\_, and for the first full calendar year (immediately following the initial partial calendar year) during which this Declaration is in force, the Regular Assessment for each Lot shall be \$\_\_\_\_\_. For each subsequent calendar year during which this Declaration is in force, the amount of the Regular Assessment to be assessed against each Lot shall be set by the Declarant (if the Conversion Date has not yet occurred) or by the Board (if the Conversion Date has occurred) as the Declarant or the Board, as applicable, deems reasonably necessary to pay applicable expenses for each calendar year during which this Declaration is in force, taking into consideration the Common Expenses for the then-current year (annualized with respect to the first calendar year during which this Declaration is in force), expected increases in such expenses during the next year, a contingency amount (not exceeding ten percent (10%) of the anticipated expenditures for such next year), and an optional reserve fund contribution (not exceeding five percent (5%) of the anticipated expenditures for such next year); provided, however, no reserve fund contribution amount shall be included in the Regular Assessment for any year in which the unused balance of the reserve fund equals or exceeds twenty percent (20%)

of the other anticipated expenditures for that year. The Regular Assessment for each calendar year shall be set by the Declarant (if the Conversion Date has not yet occurred) or by the Board (if the Conversion Date has occurred) on or about November 1 of the preceding year or as soon thereafter as such determination reasonably can be made by the Declarant or by the Board, as applicable. Should any surplus exist at the end of any year, the Declarant or the Board, as applicable, may (a) reduce the amount required for the next year's Regular Assessment by all or a portion of such surplus, or (b) hold and retain such surplus in reserve for the payment of unanticipated, emergency, extraordinary, or future Common Expenses or other costs as authorized in this Declaration. Furthermore, if an Owner acquires ownership of a Lot directly from the Declarant and such transfer occurs in the midst of a full calendar year (or the initial partial calendar year, if applicable) for which a Regular Assessment has been assessed, the Regular Assessment that such Owner shall be required to pay for such full calendar year (or initial partial calendar year, if applicable) shall be prorated accordingly.

**Section 4.03 Special Purpose Assessment.** The Declarant (if the Conversion Date has not yet occurred) or the Board (if the Conversion Date has occurred) may, from time to time, levy a "**Special Purpose Assessment**" against each Lot for the purpose of paying any unanticipated, emergency, or extraordinary expense that normally would have been paid out of a Regular Assessment that was not included in that year's budget for the Regular Assessment. Such a Special Purpose Assessment shall be applicable to that calendar year (or initial partial calendar year, if applicable) only and shall be assessed against each Lot in the same manner as the Regular Assessment is assessed against each Lot, except that Special Purpose Assessments shall not be subject to proration for any partial year of ownership.

**Section 4.04 Special Owner Assessment.** The Declarant (if the Conversion Date has not yet occurred) or the Board (if the Conversion Date has occurred) may levy a "**Special Owner Assessment**" on any Owner to the extent any directly related insurance proceeds paid to the Declarant (if the Conversion Date has not yet occurred) or to the Association (if the Conversion Date has occurred) are insufficient to pay all costs for:

(a) Any damage or Loss requiring maintenance, repairs, or replacement of Common Areas or Common Facilities, which damage or Loss has been reasonably determined by Declarant (if the Conversion Date has not yet occurred) or the Board (if the Conversion Date has occurred) to have been caused, either directly or indirectly, by the acts of such Owner, or such Owner's agent, employee, occupant, invitee, licensee, or visitor; or

(b) Reimbursing the Declarant (if the Conversion Date has not yet occurred) or the Association (if the Conversion Date has occurred) for any and all direct or indirect costs incurred by Declarant or the Association, as applicable, for the maintenance, repair, or replacement of landscaping, signs, screening or decorative walls, surface parking areas, ponds, lakes, fountains, pools, exterior lighting or devices, sculptures, utilities, drainage systems, park and recreational facilities and equipment on such Owner's Lot, including, but not limited to, the removal of trash, litter, and abandoned items, that such Owner fails to repair, maintain, remove, or replace as required by the provisions of this Declaration, provided such Owner fails to correct such deficiency within seven (7) days after written notice thereof is given to such Owner by the Declarant or the Board, as

applicable, or in cases where such deficiency cannot reasonably be corrected within seven (7) days, within a reasonable period of time necessary to correct such deficiency if the Owner begins corrective work within such seven (7)-day period and thereafter proceeds diligently to complete such corrective work.

**Section 4.05 Due Date of Assessment.** The Regular Assessment provided for herein shall be payable annually within thirty (30) days after an invoice is delivered by the Declarant (if the Conversion Date has not yet occurred) or the Association (if the Conversion Date has occurred) to an Owner; provided, however, the Declarant (if the Conversion Date has not yet occurred) or the Board (if the Conversion Date has occurred) shall have the right to require payment of a Regular Assessment at other intervals if it deems appropriate (but with payment not required any earlier than thirty (30) days after delivery of an invoice therefor). The due date of any Assessment under **Section 4.03** or **Section 4.04** shall be fixed in the notice to the Owner or Owners providing for such Assessment but shall not be sooner than thirty (30) days after the date such notice is delivered.

**Section 4.06 Personal Obligation for Payment of Assessments.** The Assessments provided for herein shall be the debt of the Owner of the Lot with respect to which such Assessment is made. No Owners (other than Declarant), for any reason, may exempt themselves from liability for Assessments. If any Assessment or part thereof is not paid when due, the Owner or Owners of such Lot shall be obligated to pay interest on such unpaid Assessment from such due date at the Default Interest Rate together with all costs and expenses of collection thereof, including, but not limited to, reasonable attorneys' fees. The Declarant (if the Conversion Date has not yet occurred) or the Board (if the Conversion Date has occurred) shall have the right to reject any partial payment of any Assessment and demand full payment thereof, or the Declarant or the Board, as applicable, may, in its sole discretion, elect to accept any such partial payment on account only, without in so doing waiving any rights established hereunder with respect to any remaining balance due. The obligation of any Owner to pay an Assessment with respect to a Lot made for any period of time that an Owner owns the Lot shall remain such Owner's obligation (notwithstanding any future sale or conveyance of the Lot), and shall not pass to unrelated third-party purchasers of such Lot or any portion thereof unless expressly assumed by such purchaser. However, the lien for any unpaid Assessments shall be unaffected by any sale or assignment of full or partial ownership interest in such Lot affected thereby, or portion thereof, and shall continue in full force and effect. In the event of full or partial sale of an ownership interest in any Lot, it shall be the obligation of the then-Owner of such interest to disclose to any purchaser, assignee, title company designated to handle such transaction, financing entity, or other party to such sale any unpaid Assessments, such notice to be given in writing to all parties to the intended transaction at least thirty (30) days before the date on which such transaction will be consummated. A copy of such notice shall be sent to the Association at the same time. A former Owner shall not be liable for the Assessments made with respect to a Lot after it is no longer the Owner of such Lot.

**Section 4.07 Assessment Lien.** ALL SUMS ASSESSED IN THE MANNER PROVIDED FOR IN THIS **ARTICLE IV**, TOGETHER WITH INTEREST FROM SUCH DUE DATE AT THE DEFAULT INTEREST RATE AND THE COSTS OF COLLECTION, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ARE SECURED BY A CONTINUING CONTRACTUAL LIEN AND CHARGE ON THE LOT

COVERED BY SUCH ASSESSMENT, WHICH SHALL BIND SUCH LOT AND THE OWNER THEREOF AND ITS HEIRS, SUCCESSORS, DEVISEES, PERSONAL REPRESENTATIVES, AND ASSIGNEES. The aforesaid continuing contractual lien shall attach to the Lot as of the date of the recording of this Declaration and shall be superior to all liens other than: (a) a deed of trust or mortgage constituting a lien on the land of an Owner; and (b) a lien securing real estate taxes; provided, however, the types of liens referenced in subpart (a) above shall be inferior and subordinate to the lien securing the obligation to pay Assessments if the Declarant (if the Conversion Date has not yet occurred) or the Association (if the Conversion Date has occurred) records a Notice of Unpaid Assessments before the date of such other lien. The Declarant (if the Conversion Date has not yet occurred) or the Association (if the Conversion Date has occurred) shall have the power to subordinate the aforesaid Assessment lien to any other lien. The exercise of such power shall be entirely discretionary with the Declarant or the Association, as applicable. Except for a conveyance to a purchaser at a foreclosure sale pursuant to a lien to which the Assessment lien is subordinate as provided above, all Lots are conveyed to and accepted and held by the Owner thereof subject to any Assessment lien provided for in this **Section 4.07**.

**Section 4.08 Notice of Unpaid Assessment.** To evidence any unpaid Assessments, the Declarant (if the Conversion Date has not yet occurred) or the Association (if the Conversion Date has occurred) may prepare a written notice of unpaid Assessments (the “**Notice of Unpaid Assessments**”) setting forth the amount of the unpaid indebtedness, the Owner’s name, and a description of the subject Lot. Such notice shall be signed by the Declarant or one of the officers of the Association, as applicable, and shall be recorded in the real property records of the County. The Declarant or the Association, as applicable, shall record an appropriate release of any recorded Notice of Unpaid Assessments when the amounts referenced have been paid in full.

**Section 4.09 Enforcement and Foreclosures of Assessment Liens.** AFTER RECORDING A NOTICE OF UNPAID ASSESSMENTS, THE LIEN FOR PAYMENT OF ASSESSMENTS MAY BE ENFORCED BY FORECLOSURE OF THE LIEN UPON THE DEFAULTING OWNER’S LOT BY THE DECLARANT (IF THE CONVERSION DATE HAS NOT YET OCCURRED) OR THE ASSOCIATION (IF THE CONVERSION DATE HAS OCCURRED) EITHER BY JUDICIAL OR NONJUDICIAL FORECLOSURE THROUGH A PUBLIC SALE IN LIKE MANNER AS A MORTGAGE OR DEED OF TRUST ON REAL PROPERTY IN ACCORDANCE WITH THE APPLICABLE LAW, AS SUCH MAY BE REVISED, AMENDED, SUPPLEMENTED, OR REPLACED FROM TIME TO TIME. The Declarant or the Association, as applicable, may also file suit against the Owner personally to obtain a judgment for unpaid Assessments. In any foreclosure proceeding, whether judicial or nonjudicial, or in any other suit against the Owner, the Owner shall be required to pay the costs, expenses, and reasonable attorneys’ fees incurred by the Declarant or the Association, as applicable. The Declarant (if the Conversion Date has not yet occurred) or the Association (if the Conversion Date has occurred) shall have the right and power to purchase the Lot at the foreclosure or other legal sale and to acquire, hold, mortgage, convey, or otherwise deal with the same. On the written request of any mortgagee holding a lien on the Lot, the Declarant or the Association, as applicable, shall provide a copy of the Notice of Unpaid Assessments to said mortgagee.

**Section 4.10 Certificate.** Within twenty (20) days of receipt by the Declarant (if the Conversion Date has not yet occurred) or the Board (if the Conversion Date has occurred) of a written request by an Owner, the Declarant or the Association, as applicable shall furnish a certificate setting forth any unpaid Assessments owed by an Owner or that none are due and owing.

## **ARTICLE V ASSOCIATION BOARD OF DIRECTORS**

**Section 5.01 Creation of Board.** The Association shall be governed by the Board elected by a Majority Vote of the Members. The size and composition of the Board, its method of election, and its duties and authorities shall be as provided in the Association Documents and this Declaration, except that all members of the Board shall be Owners. The Board shall exist and function solely for the benefit of the Property, the Association, and the Members.

**Section 5.02 Empowerments and Use of Assessments.** Subject to the provisions of **Section 7.01** below, the Board shall be responsible (after the Conversion Date) for setting, collecting, and disbursing Assessments. In general, the Board is also empowered (after the Conversion Date) to cause the Association to take the following actions and to expend Assessment funds for the following purposes:

- (a) To pay Common Expenses;
- (b) To employ contractors to maintain and repair the Common Areas and the Common Facilities, or to provide the Common Services, but only to the extent that the County (or other responsible Governmental Entity) or appropriate utility company, if any, fails to do so in a manner deemed appropriate in the judgment of the Board;
- (c) To employ independent consultants or independent contractors to manage daily operations of the Association; provided, however, neither the directors of the Association nor Members of the DRB shall be paid any salary or other compensation for serving in such capacity;
- (d) To employ legal, accounting, engineering, architectural, and other independent professional services, including, but not limited to, any services needed for architectural review of any plans for the construction of Improvements on a Lot;
- (e) To purchase a policy or policies of insurance insuring Declarant, the Association, the Board, and the DRB against any liability to the public or to the Owners (and/or visitors, occupants, invitees, or licensees) incident to operation of the Association or the DRB;
- (f) To pay general and administrative expenses that, in the opinion of the Board, shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration, including, but not limited to, reasonable expenses of the Association and reasonable attorneys' fees;

(g) To pay costs incurred in the exercise and performance by the Board or the Association of any of their authorities, duties, or rights set forth in or incidental to this Declaration, including, but not limited to, reasonable attorneys' fees;

(h) To agree or contract for (i) insurance coverage for the Common Areas and the Common Facilities; (ii) utility consumption and services necessary for the operation of the Common Areas and the Common Facilities; (iii) the provision of the Common Services; (iv) maintenance, repair, and operation of the Common Areas and Common Facilities; (v) design, engineering, legal, and other consultant or advisor contracts and services; and (vi) other goods and services necessary or appropriate for the proper functioning and operation of the Common Areas, Common Facilities, Common Services, and Association;

(i) To determine the Common Services that should be obtained and provided by the Association for the common use, benefit, convenience, and enjoyment of the Owners and their invitees;

(j) To designate Common Areas and Common Facilities not listed or described in **Section 1.02**, subject to approval by Majority Vote of the Members with Super-Majority Consent;

(k) To borrow funds to pay any costs of operation, secured by assignment or pledge of Assessments, as the Board may determine to be necessary and appropriate in accordance with this Declaration;

(l) To sue or to defend in any court of law on behalf of the Association, the DRB, the Board, or any Board member any matter related to or described in this Declaration;

(m) To make, or cause to be made, any tax returns, reports, or other filings required by federal, state, or local governmental authorities;

(n) To make available to each Owner within ninety (90) days after the end of any Association fiscal year a written annual report on financial affairs of the Association for the preceding year, and, upon Majority Vote of the Members, to have such report audited by an independent certified public accountant selected by the Board, which audited report, if required, shall be completed and made available to each Owner as soon as practicable after a request is received by the Board;

(o) To adjust the amount of, collect, and use any insurance proceeds to repair or replace any damaged or lost property or to reimburse Persons entitled to receive reimbursement for injury, damage, or Loss, and, if said insurance proceeds are insufficient to provide full reimbursement as may be required, the Board may act to collect funds through a Special Purpose Assessment or a Special Owner Assessment, whichever is applicable;

(p) To promulgate Development Guidelines (the "**Development Guidelines**") to serve as a guide for Owners in the planning and construction of Improvements and as a

guide for the DRB in reviewing and approving or disapproving plans and specifications for Improvements and to revise such from time to time as the Board, in its discretion, deems appropriate, with copies of revisions to be furnished to all Owners. The Development Guidelines shall not contain any provisions that conflict with or deviate from the provisions of this Declaration.

(q) To enforce the provisions of this Declaration and the Development Guidelines and to enjoin actions or seek damages and/or remedial action from any Owner for violation of this Declaration or the Development Guidelines, which right shall include, but is not limited to, the right, but not the obligation, to enter onto any part of the Property to perform obligations of the Owner thereof who has failed to do so in accordance with the provisions of this Declaration or the Development Guidelines;

(r) To maintain books and records with respect to all aspects of the operations of the Association and to levy, collect, receive, administer, expend, and dispose of all Assessments and other funds held by the Association in accordance with sound accounting practices (that separately reflect all Association reserve funds), and to permit any Owner (or a Person designated by such Owner in writing) to inspect, copy, and audit the same on reasonable notice during normal business hours at the principal office address of the Association;

(s) To appoint Members of the DRB as described in **Section 6.01** below;

(t) To own fee simple title or an easement interest to the Common Areas and any other areas determined by the Board to be appropriate;

(u) To promulgate reasonable rules governing the Common Areas, the Common Facilities, and the Common Services; and

(v) To have all the powers necessary or incidental as may be required to perform such other duties and functions as are necessary for prudent functioning, operation, and management of the Association.

The Association shall have the right to perform such other functions, and to use Regular Assessment and Special Purpose Assessment funds to pay the cost thereof, subject to approval by Majority Vote of the Members with Super-Majority Consent. In addition to expending Regular Assessment and Special Purpose Assessment funds for the aforementioned purposes, the Board also is permitted to spend funds collected through a Special Owner Assessment for those purposes set forth in **Section 4.04**.

**Section 5.03 Affiliated Contracts.** The Board, acting on behalf of the Association, shall have the full power and authority to contract with any Owner, including, without limitation, Declarant, for performance of services that the Association is obligated or authorized to obtain or provide, such contracts to be at competitive rates then prevailing for such services and on such other terms and conditions, and for such consideration, as the Board may deem advisable and in the best interest of the Association if the level of service received is consistent with that available from third parties.

#### **Section 5.04 Limitation of Liability and Indemnification.**

(a) **Limitation of Liability.** No Owner, Board members, officers of the Association, nor Members of the DRB shall be personally liable for debts, costs, expenses, losses, or liabilities of the Association. Furthermore, the Board members, officers of the Association, and Members of the DRB shall not be liable for any mistake of judgment, whether negligent or otherwise, except for their own individual gross negligence, willful misfeasance or malfeasance, misconduct, bad faith, or intentional wrongful acts (“**Bad Acts**”). Such Board members, officers of the Association, and Members of the DRB shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association. The Association shall have the right to purchase and maintain, as a Common Expense, directors’ and officers’ liability insurance on behalf of any Owner who is or was a Board member, officer of the Association, or Member of the DRB that insures against any liability asserted against and incurred by such Owner in such capacity, or arising out of such Owner’s status as such.

(b) **Indemnification.** The Association, as a Common Expense of the Association, shall indemnify, defend, save, and hold harmless all Board members, officers of the Association, and Members of the DRB from any and all debts, costs, expenses, losses, and liabilities (including court costs and reasonable attorneys’ fees incurred by or imposed in connection with such proceeding) (“**Loss**” or “**Losses**”) to others on account of any contracts or commitments made by them, in good faith, on behalf of the Association (to the extent not covered by insurance proceeds). In addition, each Board member, officer of the Association, and Member of the DRB shall be indemnified, defended, saved, and held harmless by the Association, as a Common Expense of the Association, from any Loss to others (to the extent not covered by insurance proceeds) by reason of having served as such Board member, officer of the Association, or Member of the DRB, and against all Losses incurred at the time they were a Board member, officer of the Association, or Member of the DRB, subject to any provisions regarding indemnity contained in the Association Documents, except in cases wherein the Loss or Losses arise from a proceeding in which such Board member, officer of the Association, or Member of the DRB is adjudicated guilty of Bad Acts. FOR THE SAKE OF CLARIFICATION AND THE AVOIDANCE OF DOUBT, THIS OBLIGATION TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS IS INTENDED TO AND DOES COVER LIABILITIES RESULTING FROM THE NEGLIGENCE OF THE BOARD MEMBERS, OFFICERS OF THE ASSOCIATION, AND MEMBERS OF THE DRB. In the event of a settlement of any such proceeding, the indemnification provided hereby shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association. Any rights provided for herein shall not be exclusive of any other rights to which a current or former Board member, current or former officer of the Association, or current or former Member of the DRB may be entitled.

**Section 5.05 Insurance.** The Association shall carry and maintain, to the extent such coverage is reasonably available as determined by the Board, liability insurance with policy limits of at least \$1,000,000 covering occurrences in the Common Areas or as the result of the



operation of Common Services or Common Facilities. At the Association's discretion, the Association, acting through the Board, shall have the right to purchase, carry, and maintain in full force and effect (to the extent same is available) (a) property and general liability insurance covering any and all of the Association's agents, representatives, and employees, the Common Areas, the Common Facilities, and the Common Services for the interest of the Association, the Board, employees, agents, or officers of the Association, Members of the DRB, and all Owners, in such coverage and amounts and with such endorsements as shall be considered by the Board, in its sole discretion, to be reasonable; (b) errors and omissions insurance for the Board, officers of the Association, and the DRB; and (c) directors' and officers' liability insurance. The Board shall carry such insurance at such limits of coverage and with financially sound companies licensed to do business in the State as the Board deems appropriate. The Association shall use any net insurance proceeds for the purpose for which the insurance was intended, including, but not limited to, the repair and/or replacement of any damaged or lost property, whether real or personal. Any unused balance from the proceeds of insurance paid to the Association shall be retained by the Association for use in the payment of Common Expenses. Should insurance proceeds be insufficient to fully reimburse any Loss or damage, the Association may levy a Special Purpose Assessment or a Special Owner Assessment, whichever is applicable, to cover such deficiency.

## **ARTICLE VI DEVELOPMENT REVIEW BOARD**

**Section 6.01 Creation of Development Review Board.** The Association shall, upon the Conversion Date, establish and maintain a Development Review Board (the "**DRB**") consisting of not fewer than three Persons appointed by the Board (the "**Members of the DRB**"). All of the Members of the DRB shall be Owners, and for so long as Declarant owns any Lots, (a) the appointment of the Members of the DRB must be approved by Declarant; (b) any or all Members of the DRB may be removed by Declarant at any time, and from time to time, with or without cause; and (c) Declarant may require that it be appointed as the sole member of the DRB. Subject to the foregoing, the Board shall have the right and authority at any time, and from time to time thereafter, to create and fill vacancies on the DRB and to remove Members of the DRB with or without cause, subject to approval by Majority Vote of the Members with Super-Majority Consent.

**Section 6.02 Function of Development Review Board.** A function of the DRB is to review and approve or disapprove, in its sole judgment, plans and specifications for Improvements proposed to be installed or modified on the Property or any individual Lots. **NO IMPROVEMENTS SHALL BE ERECTED, CONSTRUCTED, PLACED, ALTERED, REMODELED, DEMOLISHED, OR PERMITTED TO REMAIN ON THE PROPERTY, OR ANY INDIVIDUAL LOTS, UNTIL PLANS AND SPECIFICATIONS, IN SUCH FORM AND DETAIL AS THE DRB MAY DEEM REASONABLY NECESSARY, SHALL HAVE BEEN SUBMITTED TO THE DRB AND APPROVED BY IT IN WRITING.** The Board, from time to time, may establish and revise a standard review fee which must be paid by an Owner at the time plans are submitted for review. The DRB shall have the authority to select and employ professional consultants to assist it in fulfilling its duties if the DRB determines that it does not have sufficient expertise or time to review any submitted plans, the cost of such consultants to be paid by the Owner of the Lot for which plans and specifications have been submitted for

approval, which cost shall be in addition to any review fee as referenced above. The process of reviewing and approving plans and specifications is one which of necessity requires that the DRB make subjective judgments on items for which specific standards or guidelines are not expressly set forth in this Declaration or the Development Guidelines. The DRB is given full power and authority to make any such subjective judgments and to interpret the intent and provisions of this Declaration and the Development Guidelines in such manner and with such results as the DRB, in its sole discretion, may deem appropriate. In the absence of final adjudication by a court of competent jurisdiction that the DRB has abused its discretion, any action by the DRB shall be final and conclusive. While the Development Guidelines are intended as a general guide for development within the Property and the individual Lots, the DRB shall have the right to grant variances from the Development Guidelines as it, in its sole judgment, deems appropriate; provided, however, such variances may not be used to allow deviations from or violations of this Declaration. The DRB shall have the sole discretion to determine whether plans and specifications submitted to it for approval are acceptable, and the DRB shall be entitled and empowered to enjoin or remove (or cause the Association to enjoin or remove) any construction undertaken in accordance with plans and specifications that have not been approved in writing by the DRB. Improvements for which DRB approval is required are to be constructed per the Development Guidelines in existence as of the date the preliminary plans were submitted to the DRB for approval. Changes to the Development Guidelines shall not necessarily require changes in construction of plans previously approved or disapproved by the DRB.

### **Section 6.03 Plans and Specifications.**

(a) The DRB shall have the right to disapprove any submitted plans that the DRB determines are not in compliance with this Declaration and the Development Guidelines, incomplete, or deficient from an engineering, design, or aesthetic standpoint. The DRB may base its approval or disapproval on, among other things:

- (i) Architectural character of all proposed Improvements, taking into consideration the aesthetic quality of any Structures with respect to height, form, proportion, volume, siting, exterior materials, and roofing materials (type, scale, texture, color, and durability), proposed quality of workmanship, and the appearance of the Improvements from the air;
- (ii) Adequacy of Lot dimensions for the proposed Improvements;
- (iii) Conformity and harmony of external design with Improvements on neighboring Lots and types of operations and uses thereof;
- (iv) Relation to topography, grade, and finish ground elevations to that of neighboring Lots;
- (v) Screening of mechanical and other installations;
- (vi) Functional appropriateness with respect to vehicle handling, traffic, and pedestrian activities, siting of Improvements (both in relationship to

one another and in relationship to Improvements, existing or proposed, located on other Lots), drainage, utility service systems, and lighting;

(vii) Extent and quality of landscaped areas;

(viii) Exterior signage; or

(ix) Compliance with the purpose and general plan, intent, and provisions of this Declaration and the Development Guidelines.

The DRB shall be available on a reasonable basis, on reasonable request of an Owner, to meet with an Owner and/or such Owner's representatives to discuss and answer questions concerning proposed Improvements and their compliance with this Declaration and the Development Guidelines.

(b) The development review process consists of three (3) phases:

(i) The Concept Plan Phase as provided in **Section 6.03(c)** below;

(ii) The Preliminary Plans Review as provided in **Section 6.03(d)** below; and

(iii) The Final Plans Review as provided for in **Section 6.03(e)** below.

(c) The Owner shall present to the DRB a concept design plan for the Improvements proposed to be constructed or installed on such Owner's Lot and the DRB may communicate to the Owner any specific development requirements for the Owner's Lot (the "**Concept Plan Phase**"). The concept design plan submitted by the Owner shall provide and show all information specified and required in the Development Guidelines. The DRB must approve in writing the Owner's design concept before the DRB will accept the Owner's submission for Preliminary Plans Review. **THIS CONCEPT DESIGN PHASE SHALL OCCUR AS EARLY AS POSSIBLE. A PRIMARY PURPOSE OF THE CONCEPT DESIGN PHASE IS TO IDENTIFY ANY GENERAL DESIGN ASPECTS OF THE PROPOSED IMPROVEMENTS THAT ARE UNACCEPTABLE TO THE DRB BEFORE THE OWNER HAS INCURRED SUBSTANTIAL DESIGN AND ENGINEERING COSTS.**

(d) Based on the design concept approved by the DRB during the Concept Plan Phase, the Owner shall submit to the DRB preliminary plans for the proposed Improvements on such Owner's Lot for review by the DRB (the "**Preliminary Plans Review**"). At this stage, such plans shall provide and show all the information, drawings, and data specified and required in the Development Guidelines and such other information as may be reasonably requested or required by the DRB. The DRB must approve in writing the Owner's preliminary plans for such Improvements before the DRB will accept the Owner's submission for Final Plans Review.

(e) Based on the preliminary plans approved by the DRB, the Owner shall submit to the DRB final plans and specifications for the proposed Improvements on such

Owner's Lot for final review by the DRB (the "**Final Plans Review**"). At such stage, plans and specifications shall be prepared by an architect, professional engineer, landscape architect, and land surveyor (as appropriate) registered under the Applicable Law, bearing the signature, seal, and certification of such architect, professional engineer, landscape architect, and land surveyor and shall provide and show all the information, drawings, and data specified and required in the Development Guidelines and such other information as may be reasonably requested or required by the DRB. The plans shall be accompanied by the written certification by the Owner's architect that the Improvements comply with the provisions of the Development Guidelines and this Declaration. If any of the plans or specifications that are submitted for Final Plans Review do not comply with this Declaration or the Development Guidelines, the Owner's architect, in such certificate, shall specify and explain any noncompliance.

(f) At the request of an Owner, the DRB shall complete an expedited review of plans for phased or "fast-track" construction to determine if the Owner is eligible for expedited approval of plans. Before obtaining written approval in the Concept Plan Phase, the Preliminary Plans Review, or the Final Plans Review, the Owner may submit plans and specifications prepared by an architect, professional engineer, landscape architect, and land surveyor (as appropriate) registered under the Applicable Law, bearing the signature, seal, and certification of such architect, professional engineer, landscape architect, and land surveyor together with all the information, drawings, and data specified and required in the Development Guidelines. The plans shall be accompanied by the written certification by the Owner's architect that the Improvements comply with the provisions of the Development Guidelines and this Declaration. The DRB must approve in writing the Owner's plans. On approval, the Owner's plans no longer need to undergo review in the Concept Plan Phase, the Preliminary Plans Review, or the Final Review. A request for such expedited review of plans shall be at the risk of such Owner because the DRB shall have the right to withhold further approvals or to withdraw its approval of plans previously submitted if later plans for further construction on such Lot result in such previously approved Improvements no longer being (i) in substantial compliance with this Declaration or the Development Guidelines, or (ii) consistent in all material respects with plans for the Lot previously approved by the DRB. In such event, the Owner shall modify any such previously constructed Improvements as may be required by the DRB.

(g) Approval of plans and specifications shall be based on a determination by the DRB whether or not, in its judgment, such plans and specifications adequately meet objectives established for the Property's (and each individual Lot's) aesthetic quality, as well as meeting the requirements created by this Declaration and the Development Guidelines. The DRB shall notify the Owner of the DRB's disapproval of any portion of the plans or other submissions and shall give the reasons for such disapproval. Approval of any plans and specifications for certain Improvements shall not be deemed a waiver of the DRB's right, in its discretion, to disapprove similar plans and specifications, or any of the features or elements included, for any other Improvements or to refrain from granting similar variances.

(h) If any submission of plans is not complete or does not include all data required by this Declaration or the Development Guidelines, the DRB, within thirty (30) days after such submission, shall notify the Owner of such deficiencies, and such plans shall not be considered to have been submitted until such deficiencies have been corrected. Should the DRB fail to approve or disapprove plans at any stage, Concept Plan Phase, Preliminary Plans Review, or Final Plans Review, properly presented by an Owner as provided above, within twenty (20) days after submission to the DRB, it shall be presumed that the DRB has disapproved such properly submitted plans and specifications; provided, however, if before the end of such twenty (20)-day period, the DRB notifies the Owner in writing that more time, not to exceed ten (10) days, is needed for further review, after which additional period it shall be presumed that disapproval has been given absent specific approval in writing having been given by the DRB during such additional review period. The DRB in the future may modify, by provisions in the Development Guidelines, the procedure for the submission and review of plans provided the review times set forth above are not materially changed.

(i) If work does not begin within eighteen (18) months from the date of DRB approval of final plans, then the approval given under this **Section 6.03** shall be deemed revoked by the DRB, unless the DRB expressly extends the time for commencing work. All work covered by such approval, once begun, shall be constructed with due diligence and completed as soon as reasonably possible, but in any event absent an extension granted by the DRB, must be completed within two (2) years of starting, except for such period of time as such completion is rendered impossible or would result in great hardship due to strikes, fires, national emergencies, critical materials shortages, or other intervening forces beyond the control of the Owner.

**Section 6.04 Inspections.** The DRB, or its designees, shall have the right during reasonable business hours to enter on and inspect any Lot or Improvements then under construction. If the DRB shall determine that such Plans have not been approved or that the Plans that have been approved are not being substantially complied with, the DRB may, in its discretion, give the Owner of such Lot and Improvements written notice and, thereafter, the Board or the DRB, on behalf of the Association, may enjoin further construction and require the removal or correction of any work that does not comply with approved Plans. If any Improvements are altered or replaced on any Lot other than in substantial conformity with the approved Plans, such action shall be deemed to have been undertaken without requisite approval of the DRB and to be in violation of this Declaration; the Board or the DRB, on behalf of the Association, may take action as permitted under this Declaration with respect thereto.

**Section 6.05 Interior Alterations.** Notwithstanding any other provisions of this Declaration or the Development Guidelines, an Owner may make alterations within the interior of any building on such Owner's Lot without first obtaining DRB approval, provided such alterations do not change the exterior appearance of any Improvements.

**Section 6.06 Changes.** No construction or installation of Improvements on a Lot that is inconsistent with, in addition to, or materially different from any previously approved Plans shall be started or permitted until the Plans reflecting such change or addition have been submitted to and approved by the DRB in accordance with this **Article VI**; provided, however, no such

approval is required for changes within the interior of any building that do not change exterior appearance.

**Section 6.07 Limitation of Liability and Indemnification Related to Improvements.**

(a) **Limitation of Liability Related to Improvements.** The Association and its officers, the Owners, the DRB, the Members of the DRB, and the Board and its members shall not, individually or in combination, be liable for any Loss or Losses to any Owner submitting Plans or specifications for approval, or to any Owner of any Lot, by reason of subjective decisions, mistakes in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any Plans or specifications submitted, or in connection with enjoining or removing any construction undertaken prior to or without written approval of the DRB; provided, however, this provision does not apply to Bad Acts. The Association and its officers, the Owners, the DRB, the Members of the DRB, and the Board and its members shall not, individually or in combination, be liable in damages or otherwise in connection with any construction, design, engineering, or defect associated with any Improvement constructed on the Property or any individual Lot. APPROVAL OF PLANS AND SPECIFICATIONS DOES NOT CONSTITUTE ANY WARRANTY OR REPRESENTATION THAT SUCH PLANS AND SPECIFICATIONS COMPLY WITH GOVERNMENTAL REQUIREMENTS OR GOOD AND PRUDENT DESIGN, ENGINEERING, AND CONSTRUCTION PRACTICES. IT IS THE SOLE RESPONSIBILITY OF THE OWNER TO DETERMINE AND CONFIRM THAT ITS PLANS AND SPECIFICATIONS COMPLY WITH GOVERNMENTAL REQUIREMENTS AND THE DESCRIBED PRACTICES.

(b) **Indemnification Related to Improvements.** The Association, as a Common Expense of the Association, shall indemnify, defend, save, and hold harmless the Board members and officers of the Association, as well as the Members of the DRB, from any and all Loss or Losses to others (to the extent not covered by insurance proceeds) on account of any approval or disapproval or failure to approve or to disapprove any Plans or specifications submitted, or on account of enjoining or removing any construction undertaken prior to or without written approval of the DRB. In addition, each Board member and each officer of the Association, as well as the Members of the DRB, shall be indemnified, defended, saved, and held harmless by the Association, as a Common Expense of the Association, from any Loss to others (to the extent not covered by insurance proceeds) by reason of having served as such Board member, officer, or Member of the DRB, and against all Losses incurred at the time they were a Board member, officer, or Member of the DRB, subject to any provisions regarding indemnity contained in the Association Documents, except in cases wherein the Loss or Losses arise from a proceeding in which such Board member, officer, or Member of the DRB is adjudicated guilty of Bad Acts. FOR THE SAKE OF CLARIFICATION AND THE AVOIDANCE OF DOUBT, THIS OBLIGATION TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS IS INTENDED TO AND DOES COVER LIABILITIES RESULTING FROM THE NEGLIGENCE OF THE BOARD MEMBERS OR OFFICERS OF THE ASSOCIATION, AS WELL AS THE MEMBERS OF THE DRB. In the event of a settlement of any such proceeding, the indemnification provided hereby

shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association. Any rights provided for herein shall not be exclusive of any other rights to which a current or former Board member, current or former officer of the Association, or current or former Member of the DRB may be entitled.

**Section 6.08 Certificate of Compliance.** Within thirty (30) days of the Association's receipt of a written request by an Owner who has fully and timely complied with the provisions of this **Article VI**, the Association shall deliver to such Owner a written certificate of such compliance in recordable form, and such certificate shall be conclusive evidence of such compliance.

**Section 6.09 Documents.** If requested by the Board or the DRB, the Owner of a Lot shall, within sixty (60) days of such request, provide to the Association as-built site, utility, drainage, and landscape plans, plans for underground irrigation systems in the landscaping on such Lot, and such other as-built information as may be requested by the Board or the DRB.

## **ARTICLE VII DEVELOPMENT COVENANTS**

**Section 7.01 General.** No use shall be permitted on the Property or any individual Lot that is not allowed under Applicable Law or this Declaration as it may be amended as herein provided. Each Owner, occupant, invitee, licensee, or other user of the Property or any individual Lot shall at all times comply with this Declaration and the Development Guidelines and with any and all Applicable Law, specifically including, but not limited to, applicable zoning restrictions placed on the Property, as they exist from time to time. IN SOME INSTANCES, GOVERNMENTAL REQUIREMENTS MAY BE MORE OR LESS RESTRICTIVE THAN THE PROVISIONS OF THIS DECLARATION AND THE DEVELOPMENT GUIDELINES. IF A CONFLICT EXISTS BETWEEN ANY GOVERNMENTAL REQUIREMENT AND ANY REQUIREMENT UNDER THIS DECLARATION OR THE DEVELOPMENT GUIDELINES, THE MOST RESTRICTIVE REQUIREMENT SHALL PREVAIL, EXCEPT IN CIRCUMSTANCES WHERE COMPLIANCE WITH A MORE RESTRICTIVE PROVISION OF THE DECLARATION OR THE DEVELOPMENT GUIDELINES WOULD RESULT IN A VIOLATION OF MANDATORY APPLICABLE GOVERNMENTAL REQUIREMENTS, IN WHICH CASE THOSE GOVERNMENTAL REQUIREMENTS SHALL APPLY. COMPLIANCE WITH MANDATORY GOVERNMENTAL REQUIREMENTS WILL NOT RESULT IN THE BREACH OF THIS DECLARATION OR THE DEVELOPMENT GUIDELINES EVEN IF SUCH COMPLIANCE COULD OTHERWISE RESULT IN NONCOMPLIANCE OF PROVISIONS UNDER THIS DECLARATION OR THE DEVELOPMENT GUIDELINES. WHERE A GOVERNMENTAL REQUIREMENT DOES NOT CLEARLY CONFLICT WITH THE PROVISIONS OF THIS DECLARATION OR THE DEVELOPMENT GUIDELINES, BUT PERMITS ACTION THAT IS DIFFERENT FROM THAT REQUIRED BY THIS DECLARATION OR THE DEVELOPMENT GUIDELINES, THE PROVISIONS OF THIS DECLARATION AND THE DEVELOPMENT GUIDELINES SHALL PREVAIL. All portions of the Property, and each individual Lot, shall be developed in accordance with this Declaration as it may be amended as herein provided. The provisions of this **Article VII** set forth certain requirements that, in addition to the other provisions of this

Declaration and the Development Guidelines, shall apply with respect to the development and use of the Property.

**Section 7.02 Prohibited Uses.** Without limiting the generality of **Section 7.01** above, each and all of the following are prohibited on the Property and on each individual Lot:

(a) Any use that is prohibited by any other provision of this Declaration or the Development Guidelines.

(b) Any use that is unlawful (including, without limitation, in any manner that is lawful under the State's law but unlawful under federal law).

(c) Any use that involves noxious, obscene, offensive, or annoying activity; creates damage or waste; or constitutes a public annoyance or nuisance. Notwithstanding the foregoing or any other provision of this Declaration to the contrary, if any Owners own adjacent Lots and the combined acreage of such adjacent Lots exceeds 30 acres, such Owners (and/or their invitees) may engage in hunting, shooting, archery, target practice, and other similar activities on such adjacent Lots, provided that such activities are conducted in a safe and lawful manner that complies with Applicable Law. Under all other circumstances, no such activities shall be conducted or permitted to occur on any Lots.

(d) Any use that emits objectionable odors, sounds, or vibrations, or allows any pests, insects, or vermin.

(e) Any use other than as an owner-occupied, single family residence, except that a home business or occupation of an Owner or the Owner's immediate family is permissible if, and provided that, (i) it is conducted entirely within a building on the Owner's Lot; (ii) participated in solely by the Owner or a member of the Owner's immediate family who resides with the Owner in a building on the Lot; (iii) is clearly incidental and secondary to the use of the building for single family dwelling purposes; (iv) does not change the exterior character or appearance of the building or the Lot; (v) there are no indications visible from the exterior of the building that a home business or occupation is conducted within the building, or that the building is used for any purpose other than exclusively as a single family residence; (vi) no signs, displays, or advertisements for the home business or occupation are posted or displayed in any manner that is visible from the exterior of the building (including, without limitation, on any vehicles that are parked or located on the Lot); (vii) no person (other than the Owner, a member of the Owner's immediate family who resides with the Owner in a building on the Lot, mail carriers, and common carriers) may visit the building or the Lot for any purpose related to the home business or occupation, including, without limitation, any employees, independent contractors, suppliers, vendors, customers, or clients; and (viii) no manufacturing equipment, mechanical equipment, electrical equipment, or other equipment may be used in the building or on the Lot in connection with the home business or occupation unless such equipment is used in such a manner that it cannot be seen, heard, felt, smelled, or sensed from the exterior of the building or outside of the Lot.



(f) Any use that involves leasing or renting any Lot, Improvement, or Structure, or any portion thereof, to any person that is not the owner of record of said Lot, Improvement, or Structure.

**Section 7.03 Setbacks.**

(a) Except as hereinafter specifically provided, each side of a Lot abutting the Roadway shall be deemed a front yard, and each Lot shall be subject to a front yard setback of one hundred (100) feet measured in feet from the paved edge of the Roadway (each, a “**Front Yard Setback**”).

(b) Except as hereinafter specifically provided, each Lot shall be subject to a rear yard setback of one hundred (100) feet measured from the rear boundary line of the Lot (each, a “**Rear Yard Setback**”).

(c) Except as hereinafter specifically provided, each Lot shall be subject to a side yard setback on all sides of the Lot (other than those sides that are subject to a Front Yard Setback or a Rear Yard Setback) of forty (40) feet measured from the side boundary lines of the Lot (each, a “**Side Yard Setback**”).

(d) No Improvements shall be constructed, installed, or planted by an Owner within an Unpaved Right-of-Way, except for:

- (i) landscaping,
- (ii) sidewalks,
- (iii) underground utility lines and connections,
- (iv) irrigation systems,
- (v) driveways crossing such area into the Lot, and
- (vi) other similar Improvements

that have been specifically authorized in advance and in writing by Declarant (if the Conversion Date has not yet occurred) or the DRB (if the Conversion Date has occurred).

(e) No Improvements shall be constructed, installed, or planted on any Lot within the Front Yard Setback, Rear Yard Setback, or Side Yard Setback applicable to such Lot, except for:

- (i) Improvements that are permitted in **Section 7.03(d)** above;
- (ii) underground Improvements;
- (iii) steps, patios, benches, and related hardscape;
- (iv) planters and retaining walls;

- (v) fences, screening walls, and security walls;
- (vi) driveways; and
- (vii) other similar Improvements

that have been specifically authorized in advance by Declarant (if the Conversion Date has not yet occurred) or the DRB (if the Conversion Date has occurred).

**Section 7.04 Lot Circulation, Driveways, and Sidewalks.** Declarant intends for the Property to be developed in such a manner as to minimize the number of driveways intersecting with the Roadway, all of which must be approved in writing in advance by Declarant (if the Conversion Date has not yet occurred) or the DRB (if the Conversion Date has occurred). All driveways on a Lot shall be paved with concrete, constructed without curbs, a minimum of twelve (12) feet wide, and a minimum of four (4) inches thick; provided, however, that circular driveways having two (2) access points to the Roadway may be a minimum of ten (10) feet wide.

**Section 7.05 Fire Protection.** All Improvements shall be designed, constructed, and maintained to comply fully at all times with any Applicable Law relating to fire protection.

**Section 7.06 Parking.** No parking shall be permitted on or alongside the Roadway, except in a manner satisfactory to Declarant (if the Conversion Date has not yet occurred) or the DRB (if the Conversion Date has occurred) during periods of special events (e.g. graduation open houses, wedding receptions, birthday parties, holiday parties, etc.), which said special events shall be limited to a total duration of no more than 12 consecutive hours.

**Section 7.07 Signage.** No sign or other advertising device of any nature shall be placed, located, visible, or displayed in any manner on any Lots (including, without limitation, on any vehicles that are parked or located on any Lots), except (a) as approved in advance by Declarant (if the Conversion Date has not yet occurred) or the DRB (if the Conversion Date has occurred), or (b) as otherwise required to be permitted by Applicable Law. All signage shall be consistent with the design criteria of Declarant (if the Conversion Date has not yet occurred) or the DRB (if the Conversion Date has occurred), including the manner and method of attachment of the signage to the Property, each individual Lot, and any Improvement. All signage must be permitted under Applicable Law. Declarant or the Association shall have the right to install and maintain standard directional/informational signage and traffic signage in any Unpaved Right-of-Way.

**Section 7.08 Animals.** No livestock or animals, of any kind, shall be raised, bred, housed, kenneled, or kept on any Lot for any commercial purposes, nor shall any livestock, including, but not limited to, cows, pigs, horses, sheep, goats, llamas, alpaca, ostriches, chickens, or roosters, be permitted to reside, temporarily or permanently, on any Lot without the prior written approval of Declarant (if the Conversion Date has not yet occurred) or the Board (if the Conversion Date has occurred). Subject to the foregoing, Owners may own and keep household pets on their Lots, provided that such household pets do not exceed more than five (5) animals of any particular species. Dogs, cats, and other household animals shall not, however, be permitted to become a neighborhood nuisance, hazard, or threat to public health or safety in any manner, and when outside of the Owner's dwelling Structure and not within the sight and control of a

personal attendant, shall be tethered, leashed, or kept on the Owner's Lot at all times. At no time, and under no circumstances, shall any household pet or animal be permitted to roam freely outside of the Owner's dwelling Structure or Lot, and no household pet shall be left outside the Owner's dwelling Structure overnight.

**Section 7.09 Underground Utilities.** Any and all pipes, lines, and wires used for the transmission of water, fuel, storm drainage, natural gas, electricity, telephone, security, telecommunication systems, television, sewage, sound, or any other utilities that are not within a Structure shall be constructed and maintained underground within the Property unless required to be above ground for technical or environmental reasons and approved in writing by Declarant (if the Conversion Date has not yet occurred) or the DRB (if the Conversion Date has occurred). However, temporary above-ground utilities may be approved by Declarant (if the Conversion Date has not yet occurred) or the DRB (if the Conversion Date has occurred) for use during construction and until permanent underground service is available to the Lot on advance written approval by Declarant (if the Conversion Date has not yet occurred) or the DRB (if the Conversion Date has occurred).

**Section 7.10 Screening.** No satellite receiving and transmitting equipment, roof-mounted equipment, antennas, and the like shall be installed, placed, used, or maintained on any Lot without the prior written approval of Declarant (if the Conversion Date has not yet occurred) or the DRB (if the Conversion Date has occurred). In the event that such items are approved by Declarant (if the Conversion Date has not yet occurred) or the DRB (if the Conversion Date has occurred), all such items shall be screened to the maximum extent reasonably practicable from ground level view and from all areas outside the Lot upon which such equipment or items are to be installed, placed, used, or maintained. Declarant (if the Conversion Date has not yet occurred) or the DRB (if the Conversion Date has occurred) shall have full power to determine whether such items should be approved, what equipment and items must be screened, and the screening materials and requirements for each.

**Section 7.11 Landscaping.** Each Owner, contemporaneously with the development of Improvements on a Lot, shall install landscaping, including plants, grass vines, ground cover, trees, shrubs, flowers, mulch, bulbs, rocks, landscape edging, water features, lighting in landscaped areas, underground irrigation systems, and related landscape improvements and materials, on all unimproved areas on such Owner's Lot in accordance with Plans approved by Declarant (if the Conversion Date has not yet occurred) or the DRB (if the Conversion Date has occurred), other than on land held for expansion purposes or as natural areas as approved by Declarant (if the Conversion Date has not yet occurred) or the DRB (if the Conversion Date has occurred). At least two (2) acres, at a minimum, including the side, front, and rear yards of each Lot, as well as all areas within ten (10) feet of any driveway, shall be planted with grass seed, sod, or ground cover, unless otherwise approved by Declarant (if the Conversion Date has not yet occurred) or the DRB (if the Conversion Date has occurred), within one hundred twenty (120) days after the certificate of occupancy is issued for the dwelling Structure constructed on such Lot, or as soon thereafter as is seasonably practicable. An Owner shall keep all such landscaping in good condition and repair and in a neat and orderly appearance and shall be responsible for all expenses relating to the maintenance, repair, or replacement of Landscaping on the Owner's Lot (including the Unpaved Right-of-Way on such Lot). Each Owner shall install automatic underground irrigation systems in all landscaped areas on the Owner's Lot

(including the Unpaved Right-of-Way) at the sole cost and expense of the Owner. No changes shall be made to the landscaping plan for a Lot (including the Unpaved Right-of-Way) without the prior written approval of Declarant (if the Conversion Date has not yet occurred) or the DRB (if the Conversion Date has occurred).

**Section 7.12 Trash and Garbage.** No Lot, or part thereof, shall be used or maintained as a dumping ground for rubbish, trash, garbage, waste, or debris before, during, or after the installation of any Improvements. Trash collection containers shall be situated and enclosed or otherwise screened as required by Declarant (if the Conversion Date has not yet occurred) or the Board (if the Conversion Date has occurred) so as not to be visible from the Roadway or other adjacent Lots. Each Owner shall observe and comply with any and all requirements established by Declarant (if the Conversion Date has not yet occurred) or the Board (if the Conversion Date has occurred) for the storage and removal of trash and garbage. If the Owner fails to remove any rubbish, trash, garbage, waste, or debris, or to exercise reasonable care or conduct to prevent or remedy a dangerous, unclean, or unsightly condition, within five (5) days after receipt of written notice from Declarant (if the Conversion Date has not yet occurred) or the Board on behalf of the Association (if the Conversion Date has occurred), then Declarant or the Association, as applicable, shall have the authority and right to go on the Lot to clean said Lot and/or otherwise correct said condition or conditions and recover from the Owner all costs and expenses incurred by Declarant or the Association to clean the Lot or correct said condition or conditions.

**Section 7.13 Surface Water Flow and Drainage.** Plans for all dams, lakes, ponds, other water features of any kind, and general Lot drainage must be submitted in advance for approval by Declarant (if the Conversion Date has not yet occurred) or the DRB (if the Conversion Date has occurred). Each Owner shall control water runoff drainage from the Owner's Lot to prevent damage to adjacent Lots, the Roadway, or any other areas in the Property. Each Owner shall maintain the drainage system installed on their Lot, and no grading, planting, sodding, or surface covering shall occur that in any manner reduces or impedes the storm drainage effectiveness of Street elevations and inclines as originally established by Declarant. Any Persons altering the drainage effectiveness of any drainage system servicing any portion of the Property shall be held personally liable for damages resulting from such alterations. Declarant (if the Conversion Date has not yet occurred) or the DRB (if the Conversion Date has occurred) shall have the right to maintain the drainage system at the expense of the Owner who has altered or failed to maintain such drainage system. This restriction applies to all drainage systems on the Property, whether established before the Effective Date or at any time thereafter.

**Section 7.14 Environment.**

(a) No Owner, occupant, invitee, licensee, or other user of the Property or any individual Lot shall handle, store, deposit, use, process, make, dispose of, release, or allow any of its agents, employees, contractors, occupants, invitees, or licensees to handle, store, deposit, use, process, make, dispose of, or release any Hazardous Substances of any kind from, on, in, under, or in the air above any part of the Property, including, but not limited to, any surface waters or groundwater located on the Property, or into public sanitary sewer systems serving the Property, without complying with all Environmental Laws. “**Hazardous Substances**” means those substances now or

hereafter included within (whether as a result of such substance's inclusion on a list, physical characteristics, or otherwise) any of the definitions of "hazardous substances," "hazardous waste," "hazardous materials," "pollutant," "contaminant," or "toxic substance" under, or otherwise regulated by, any Environmental Laws, including, but not limited to (i) mixtures containing listed Hazardous Substances and waste generated from the treatment, storage, or disposal of Hazardous Substances; (ii) asbestos; (iii) polychlorinated biphenyls; (iv) radioactive materials; and (v) petroleum (including crude oil or any fraction thereof), natural gas, natural gas liquids, liquified natural gas, and synthetic gas. Hazardous Substances do not include *de minimis* amounts of hazardous materials used solely for household purposes. "**Environmental Laws**" means and includes all Applicable Law relating to pollution or protection of human health, wildlife, natural resources, or the environment (including ambient air, surface water, ground water, land surface, or subsurface strata) including such laws governing or regulating the use, generation, storage, removal, remediation, recovery, treatment, handling, transport, disposal, control, release, discharge of, or exposure to, Hazardous Materials. Without limiting the generality of the foregoing, Environmental Laws include the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.*, the Toxic Substances Control Act, 15 U.S.C. Section 2601, *et seq.*, the Clean Water Act, 33 U.S.C. Section 1251, *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, *et seq.*, the Clean Air Act, 42 U.S.C. Sections 7401, *et seq.*, the Safe Drinking Water Act, 42 U.S.C. Section 300f, *et seq.*, the Occupational Safety and Health Act, 29 U.S.C. Chapter 15, *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251, *et seq.*, the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Section 136, *et seq.*, and the River and Harbors Appropriation Act, 33 U.S.C. Section 403, *et seq.*, and all regulations adopted thereunder and all state and local analogs. In addition to the foregoing, Environmental Laws also means and includes all voluntary cleanup programs and/or brownfields programs under federal, state, or local law and all requirements imposed by any related permit.

(b) Each Owner, occupant, invitee, licensee, or other user of the Lot shall be responsible for and shall pay all Loss or Losses related to the disposal or release by such Owner, occupant, invitee, licensee, or other user of any Hazardous Substances, sewage, or wastes of any kind in, on, under, or in the air above the Property, which Loss shall include, but not be limited to, closure, removal, remediation, cleanup, containment, and other response costs, injuries to Persons, damages to property, legal expenses, attorneys' fees, and fines, penalties, and interest assessed by or paid to any Governmental Entity; provided, however, this covenant does not apply to Hazardous Substances generated on or migrating from other Lots or already existing on the Lot in question as of the date of the acquisition of such Lot by the Owner thereof. The covenant in the immediately preceding sentence itself does not create any obligation of any Owner, occupant, invitee, licensee, or other user of a Lot other than for the payment of the costs and expenses described in such sentence, and no Person has any rights under the covenant in such sentence to enforce any claim for any remedy against such Owner, occupant, invitee, licensee, or other user of such Lot other than for the payment or recovery of the costs and expenses described in such sentence.

(c) The provisions of this **Section 7.14** do not affect the rights, liabilities, or obligations of any Person under Environmental Laws or other Applicable Law. Notwithstanding any provision contained in this Declaration to the contrary, the Association shall not have the right to levy any Regular Assessment or Special Purpose Assessment for the purpose of collecting funds from Owners to be used for the payment of closure, removal, remediation, cleanup, containment, or other response costs relating to Hazardous Substances in the Common Areas or in any other portions of the Property; provided, however, this restriction shall not affect the right of the Association to levy a Special Owner Assessment to collect funds to pay such costs from any Owner who is responsible for the presence of such Hazardous Substances or from or on whose Lot such Hazardous Substances were generated, stored, or released.

**Section 7.15 Fences.** The erection, construction, placement, or use of fences on any Lots are permitted only if specifically approved by Declarant (if the Conversion Date has not yet occurred) or the Board (if the Conversion Date has occurred). No fences shall be erected, constructed, placed, or used on any portion of a Lot that is (a) forward of the rear building line of the dwelling Structure on such Lot, or (b) within twenty (20) feet of the side or rear boundary lines of such Lot. In addition, all fencing shall have a maximum height of six feet (6'), and no privacy fences shall be allowed on any Lot except within ten (10) feet of a pool deck or the patio area of a dwelling Structure on such Lot.

**Section 7.16 Mailboxes.** Each Lot on which a dwelling Structure has been constructed shall have a mailbox of such design and type as specified in writing by Declarant (if the Conversion Date has not yet occurred) or the DRB (if the Conversion Date has occurred), and all mailboxes throughout the Property shall have the same general appearance.

**Section 7.17 Lighting.** Within thirty (30) days after the certificate of occupancy is issued for the dwelling Structure on any Lot, the Owner of such Lot shall install, at such Owner's sole cost and expense, a dusk-to-dawn electric post light on the portion of the Lot that is forward of the front building line of the dwelling Structure on the Lot. Such post light shall be equipped with automatic light-sensitive equipment in order to provide for automatic operation of such lights from dusk until dawn. Such light shall be of such style and type as specified in writing by Declarant (if the Conversion Date has not yet occurred) or the DRB (if the Conversion Date has occurred).

**Section 7.18 Sports Courts, Rinks, and Swimming Pools.** No sport courts, rinks, or swimming pools, whether temporary or permanent, may be erected, constructed, placed, or used on any Lot without the prior written approval of Declarant (if the Conversion Date has not yet occurred) or the DRB (if the Conversion Date has occurred). Furthermore, under no circumstances shall any above-ground pools be permitted on any Lot, nor shall any basketball hoops or backboards be attached to any Structures on any Lot. Basketball hoops and backboards may, however, be attached to metal poles and placed in appropriate locations on the Lots, as specifically approved in advance by Declarant (if the Conversion Date has not yet occurred) or the DRB (if the Conversion Date has occurred).

**Section 7.19 Prohibited Activities.** No dangerous, noxious, offensive, obscene, or nuisance activities, nor any activities that violate any Applicable Law, shall be conducted or

permitted to occur by any Owners or their agents, employees, contractors, occupants, invitees, or licensees on any portion of the Property. No operation or use of any portion of the Property shall be permitted or maintained by any Owner or their agents, employees, contractors, occupants, invitees, or licensees that causes or produces noise or sound that is objectionable because of its volume, duration, frequency, or shrillness; noxious, toxic, or corrosive fumes or gases; obnoxious odors; dust; or unusual fire or explosion hazards. The above prohibitions are in addition to those set forth in **Section 7.01** and **Section 7.02** above. Notwithstanding the foregoing or any other provision of this Declaration to the contrary, if any Owners own adjacent Lots and the combined acreage of such adjacent Lots exceeds 30 acres, such Owners (and/or their invitees) may engage in hunting, shooting, archery, target practice, and other similar activities on such adjacent Lots, provided that such activities are conducted in a safe and lawful manner that complies with Applicable Law. Under all other circumstances, no hunting, shooting, archery, target practice, or other similar activities shall be conducted or permitted to occur on any Lots.

**Section 7.20 Landscaping and Recreational Equipment.** Except as otherwise expressly permitted in this Declaration, no Landscaping and Recreational Equipment shall be parked or stored on any Lot except within an enclosed Structure on the Owner's Lot, provided that no portion of the Landscaping and Recreational Equipment is visible from the exterior of such Structure. For purposes of this Declaration, the term "**Landscaping and Recreational Equipment**" shall mean and include recreational vehicles, motor homes, travel trailers, pickup campers or coaches designed to be mounted on automotive vehicles, motorized dwellings, tent trailers, boats and boat trailers, jet skis and jet ski trailers, snowmobiles and snowmobile trailers, all-terrain vehicles, motorcycles, golf carts, horse trailers, storage trailers, transport trailers, cargo trailers, trailers of any other kind, lawnmowers, snow plows, snow blowers, and the like, and cases or boxes used for transporting Landscaping and Recreational Equipment, whether occupied by such Landscaping and Recreational Equipment or not. In addition, no Landscaping and Recreational Equipment shall be used for living, sleeping, or housekeeping purposes when parked or stored on any Lot. Notwithstanding the foregoing, Landscaping and Recreational Equipment in good, clean, and sightly condition may be temporarily parked on the driveway of a Lot (a) during periods of loading or unloading; provided, however, that such temporary periods of loading or unloading shall neither exceed forty-eight (48) consecutive hours on any single occasion nor occur on more than eight (8) separate occasions during any calendar year; and (b) while family or friends travelling in such major recreational equipment are visiting the Owner's Lot; provided, however, that (i) the total period of time that any major recreational equipment is parked on the Lot (other than out of view in a Structure as permitted above) shall neither exceed seven (7) consecutive days on any single occasion nor occur on more than three (3) separate occasions during any calendar year, and (ii) the Owner shall notify the Board (in writing and advance) of the timeline during which the major recreational vehicle will be parked on the Lot.

**Section 7.21 Commercial Equipment, Vehicles, and Signage.** Except as otherwise expressly permitted in this Declaration, no commercial equipment, vehicles, or signage shall be parked or stored on any Lot, except that an Owner may store commercial vehicles, equipment, and signage entirely within an enclosed Structure on the Owner's Lot, provided that no portion of the commercial equipment, vehicles, and signage is visible from the exterior of such Structure. For purposes of this **Section 7.21**, commercial vehicles, equipment, and signage is defined as

including any vehicles or tangible objects bearing or displaying any commercial or business signage, decals, or advertising; business or commercial tools, implements, and equipment; farm equipment and implements; tractors; lawn mowers, snow plows, snow blowers, excavators; bobcats; bulldozers; dump trucks, semi-trucks, box trucks, or other vehicles not customarily or conventionally used for personal or non-commercial purposes; trailers of any kind; shipping containers, pallets, storage bins, and other shipping materials and implements; and the like.

**Section 7.22 Unlicensed or Inoperable Vehicles.** No vehicles or trailers of any kind, nor any parts thereof, that do not have current license plates, are not street-legal under Applicable Law, or are not in good working order and operating condition shall be parked or stored on any Lot, except that an Owner may store such vehicles, trailers, and parts thereof entirely within an enclosed Structure on the Owner's Lot, provided that no portion of the vehicles, trailers, and parts thereof are visible from the exterior of such Structure.

**Section 7.23 Permissible Dwelling Structures.** No dwelling Structures shall be erected, constructed, altered, placed, or permitted to remain on any Lot other than one owner-occupied, single-family dwelling that includes an attached garage that shall have at least two (2), but not more than four (4), single-vehicle entry spaces. Each dwelling Structure shall be constructed such that at least fifty percent (50%) of the exterior of the dwelling Structure consists of brick, stone, or stone veneer, and no dwelling Structure shall have a finished living space of fewer than two thousand five hundred (2,500) square feet on the main level and one thousand (1,000) square feet on any upper level. Furthermore, if any dwelling Structure is constructed on two (2) adjoining Lots, the dwelling Structure must be so centered on the two (2) Lots that at least twenty percent (20.00%) of the total length of the dwelling Structure (including the attached garage) extends onto each of the two (2) Lots.

**Section 7.24 Permissible Accessory Structures.** No accessory Structures shall be erected, constructed, altered, placed, or permitted to remain on any Lot other than accessory Structures that complement the dwelling Structure on the Lot. Each accessory Structure shall be constructed of materials that are of the same kind and finish as those used to construct the dwelling Structure on the Lot, and at least twenty percent (20%) of the exterior of the accessory Structure shall consist of brick, stone, or stone veneer. In addition, no accessory Structure shall have an interior space of fewer than two thousand five hundred (2,500) square feet. Furthermore, if any accessory Structure is constructed on two (2) adjoining Lots, the accessory Structure must be so centered on the two (2) Lots that at least twenty percent (20.00%) of the total length of the accessory Structure extends onto each of the two (2) Lots.

**Section 7.25 Exclusive Builder/Contractor.** K.W. Yoder Construction, Inc., an Indiana corporation, shall be the exclusive builder/contractor for any Improvements on the Property or any individual Lot, and except as Declarant may otherwise agree in writing and in advance, no Improvements shall be erected, constructed, placed, altered, remodeled, or demolished on the Property or on any individual Lots other than by, and pursuant to a written agreement with, K.W. Yoder Construction, Inc.

**Section 7.26 Certain Declarant Uses.** Declarant may conduct its sales and marketing program for Lots from any permanent or temporary sales buildings or trailers and may conduct work and activities on portions of the Property owned by Declarant and do all things reasonably



necessary or convenient as required to expeditiously begin, continue, and complete such work, including, but not limited to, the provision of temporary buildings (including trailers), temporary storage of construction materials and equipment, temporary placement of fuel and storage tanks, and the installation of temporary signage of such types, in such sizes, and at such locations on portions of the Property owned by Declarant as Declarant deems appropriate. In addition, Declarant shall have the right, at its expense, to install on any Lot a standardized sign announcing a future development on such Lot, which sign may remain in place even after its sale until completion of the development.

### **Section 7.27 Construction Standards.**

(a) Any builder engaged to construct Improvements on any portion of any Lot may conduct its construction operations and activities and do all things reasonably necessary as required to expeditiously begin, continue, and diligently complete construction of any such Improvements, including the provision of temporary buildings or trailers for administration of work and for the storage of materials and equipment, and the construction of temporary security fences and lighting, except that all construction activities, temporary Structures, storage of materials and equipment, all construction-related parking, and temporary security fences shall be confined entirely on such Lot. Topsoil shall be scraped and preserved before laying any concrete or pavement, and any excess dirt or topsoil shall be placed in areas of the Property as Declarant (if the Conversion Date has not yet occurred) or the DRB (if the Conversion Date has occurred) so directs. Under no circumstances shall any excavated dirt or topsoil be removed from the Property without the prior written approval of Declarant (if the Conversion Date has not yet occurred) or the DRB (if the Conversion Date has occurred). Once begun, all construction on a Lot shall be continued with due diligence and good faith until completion.

(b) Each Owner expressly covenants that they will use their reasonable good faith efforts to prevent any Loss or Losses causing adverse impacts (such as, but not limited to, air, soil, and water pollution, soil erosion, elimination of trees without replacement, or increased water runoff rates) to areas outside their Lot in any way (negligent or otherwise) resulting from construction, alteration, maintenance, repair, replacement, or removal of Improvements on the Lot and that such Owner will indemnify, defend, save, and hold harmless Declarant, the Association or any of its officers, the Owners, the DRB, the Members of the DRB, and the Board or any of its members from any and all Loss or Losses (including court costs and reasonable attorneys' fees incurred by or imposed in connection with any proceeding) resulting therefrom. All possible contaminants must be stored in a containment facility that will not allow such materials to enter any soils on or off the Lot.

(c) Each Owner shall take such action as is necessary to keep the Property reasonably free from mud, dirt, and debris resulting from construction activities on that Owner's Lot. Each Owner is responsible for all costs of, and shall cause, through appropriate contractual provisions, the cleaning up of any debris or waste improperly disposed of anywhere on the Property. Each Owner and its contractors must maintain an attractive, clean, nuisance-free environment during the period of construction. Declarant

(if the Conversion Date has not yet occurred) or the DRB (if the Conversion Date has occurred) shall have the right to reasonably designate points of ingress and egress on the Lot and within the Property for construction vehicles, and each Owner of a Lot on which Improvements are being constructed shall keep the Roadway and all other areas of the Property reasonably cleared of mud and dirt left by construction vehicles entering such Lot. Each Owner shall cause its contractors to comply with the requirements of Declarant or the DRB, as applicable, regarding points of construction access to a Lot, cleaning mud and construction debris from the Roadway and other Lots, re-establishment of landscaping, keeping mud from washing onto the Roadway and other Lots, and other matters set forth in the Development Guidelines.

(d) Before any excavation on a Lot, the Owner will determine and mark the location of and will protect all existing utilities and underground irrigation systems. Utility lines and underground irrigation systems are to be located before earth moving or drilling equipment operations are allowed to start near underground utilities or underground irrigation systems. All backfill will be adequately compacted to prevent future settlement, especially under pavement and other Structures.

## **ARTICLE VIII EASEMENTS**

**Section 8.01 Access Easement.** Notwithstanding any provision in this Declaration to the contrary, Declarant reserves for the use, benefit, convenience, and enjoyment of itself and all Owners, as well as their respective successors, assigns, and invitees, a perpetual non-exclusive easement in, under, upon, about, over, across, and through such portions of the Lots as are more particularly described and depicted in the Certificate of Survey that is attached to this Declaration as **Exhibit A** for (a) the construction, installation, maintenance, modification, repair, use, operation, and removal of the Roadway, sidewalks, and walkways (as now or hereafter existing), as well as any related utilities, drainage facilities, equipment, curbs, medians, and Improvements (as now or hereafter existing), as Declarant (if the Conversion Date has not yet occurred) or the Board (if the Conversion Date has occurred) deems reasonably necessary or appropriate to provide for and allow the passage of motor vehicles, non-motorized vehicles, and pedestrians between Runkle Road and the various Lots; and (b) reasonable access, ingress, and egress over and across the Roadway, sidewalks, and walkways (as now or hereafter existing) so as to provide for and allow the passage of motor vehicles, non-motorized vehicles, and pedestrians between Runkle Road and the various Lots (collectively, the “**Access Easement**”). The Access Easement shall be appurtenant to and run with the Lots. Furthermore, the Access Easement shall constitute a Common Area, and the Roadway, sidewalks, and walkways, as well as any related utilities, drainage facilities, equipment, curbs, medians, and Improvements, now existing or hereafter constructed or installed by Declarant or the Association within the Access Easement shall constitute Common Facilities. Declarant (if the Conversion Date has not yet occurred) or the Association (if the Conversion Date has occurred) shall have full rights of access, ingress, and egress in, under, upon, about, over, across, and through the Access Easement for the construction, installation, maintenance, modification, repair, use, operation, and removal of the Roadway, sidewalks, and walkways (as now or hereafter existing), as well as any related utilities, drainage facilities, equipment, curbs, medians, or Improvements (as now or hereafter existing), together with the right to remove any obstruction that may be placed or otherwise

come to exist in the Access Easement that would constitute interference with the use of such easement, or with the construction, installation, maintenance, modification, repair, use, operation, or removal of the Roadway or any sidewalks, walkways, or related utilities, drainage facilities, equipment, curbs, medians, or Improvements (as now or hereafter existing). An Owner may construct, install, or plant in the Unpaved Right-of-Way of the Access Easement only those Improvements specifically authorized in advance and in writing by Declarant (if the Conversion Date has not yet occurred) or the DRB (if the Conversion Date has occurred) and expressly permitted under **Section 7.03(d)** above. Until the Conversion Date, Declarant shall have the right to assign and convey, in whole or in part, the Access Easement to one or more public utility companies, to the Association, to the County, or to any other Person. After the Conversion Date, the Association shall have the right to assign and convey, in whole or in part, the Access Easement to one or more public utility companies, to the County, or to any other Person, subject to approval by Majority Vote of the Members with Super-Majority Consent.

**Section 8.02 Utility Easement.** Notwithstanding any provision in this Declaration to the contrary, Declarant reserves for the use, benefit, convenience, and enjoyment of itself and all Owners, as well as their respective successors, assigns, and invitees, a perpetual non-exclusive easement in, under, upon, about, over, across, and through such portions of the Lots as are more particularly described and depicted in the Certificates of Survey that are attached to this Declaration as **Exhibit A** and **Exhibit B** for the construction, installation, maintenance, modification, repair, use, operation, and removal of utilities and other services (as now or hereafter existing), including, but not limited to, water, storm drainage, natural gas, electricity, telephone, security, telecommunication systems, television, sewage, sound, or any other utilities, as well as any related equipment and Improvements that Declarant (if the Conversion Date has not yet occurred) or the Association (if the Conversion Date has occurred) deems reasonably necessary or appropriate for ReYo Ridge Estates (the “**Utility Easement**”). The Utility Easement shall be appurtenant to and run with the Lots. Furthermore, the Utility Easement shall constitute a Common Area, and any utilities, drainage facilities, equipment, and Improvements now existing or hereafter constructed or installed by Declarant or the Association within the Utility Easement shall constitute Common Facilities. Declarant (if the Conversion Date has not yet occurred) or the Association (if the Conversion Date has occurred) shall have full rights of access, ingress, and egress in, under, upon, about, over, across, and through the Utility Easement for the construction, installation, maintenance, modification, repair, use, operation, and removal of any utilities or other services (as now or hereafter existing), including, but not limited to, water, storm drainage, natural gas, electricity, telephone, security, telecommunication systems, television, sewage, sound, or any other utilities, as well as any related equipment and Improvements, together with the right to remove any obstruction that may be placed or otherwise come to exist in the Utility Easement that would constitute interference with the use of such easement, or with the construction, installation, maintenance, modification, repair, use, operation, or removal of any utilities or other services (as now or hereafter existing), including, but not limited to, water, storm drainage, natural gas, electricity, telephone, security, telecommunication systems, television, sewage, sound, or any other utilities, or any related equipment or Improvements. An Owner may construct, install, or plant in the Unpaved Right-of-Way of the Utility Easement only those Improvements specifically authorized in advance and in writing by Declarant (if the Conversion Date has not yet occurred) or the DRB (if the Conversion Date has occurred) and expressly permitted under **Section 7.03(d)** above. Until the Conversion Date, Declarant shall have the right to assign and convey, in whole or in part, the

Utility Easement to one or more public utility companies, to the Association, to the County, or to any other Person. After the Conversion Date, the Association shall have the right to assign and convey, in whole or in part, the Utility Easement to one or more public utility companies, to the County, or to any other Person, subject to approval by Majority Vote of the Members with Super-Majority Consent.

**Section 8.03 Signage Easement.** Notwithstanding any provision in this Declaration to the contrary, Declarant reserves for the use, benefit, convenience, and enjoyment of itself and all Owners, as well as their respective successors, assigns, and invitees, a perpetual non-exclusive easement in, under, upon, about, over, across, and through such portions of Lot No. 1 and Lot No. 10 as are more particularly described and depicted in the Certificate of Survey that is attached to this Declaration as **Exhibit C** for the construction, installation, maintenance, modification, repair, use, operation, and removal of signage and entrance/exit gates for ReYo Ridge Estates (as now or hereafter existing), as well as any related utilities, drainage facilities, equipment, and Improvements (as now or hereafter existing), that Declarant (if the Conversion Date has not yet occurred) or the Association (if the Conversion Date has occurred) deems reasonably necessary or appropriate for ReYo Ridge Estates (the “**Signage Easement**”). The Signage Easement shall be appurtenant to and run with the Lots. Furthermore, the Signage Easement shall constitute a Common Area, and any utilities, drainage facilities, equipment, and Improvements now existing or hereafter constructed or installed by Declarant or the Association within the Signage Easement shall constitute Common Facilities. Declarant (if the Conversion Date has not yet occurred) or the Association (if the Conversion Date has occurred) shall have full rights of access, ingress, and egress in, under, upon, about, over, across, and through the Signage Easement for the construction, installation, maintenance, modification, repair, use, operation, and removal of any signage and entrance/exit gates for ReYo Ridge Estates (as now or hereafter existing), as well as any related utilities, drainage facilities, equipment, and Improvements (as now or hereafter existing), together with the right to remove any obstruction that may be placed or otherwise come to exist in the Signage Easement that would constitute interference with the use of such easement, or with the construction, installation, maintenance, modification, repair, use, operation, or removal of any signage and entrance/exit gates for ReYo Ridge Estates (as now or hereafter existing) or any related utilities, drainage facilities, equipment, and Improvements (as now or hereafter existing). An Owner may construct, install, or plant in the Unpaved Right-of-Way of the Signage Easement only those Improvements specifically authorized in advance and in writing by Declarant (if the Conversion Date has not yet occurred) or the DRB (if the Conversion Date has occurred) and expressly permitted under **Section 7.03(d)** above. Until the Conversion Date, Declarant shall have the right to assign and convey, in whole or in part, the Signage Easement to one or more public utility companies, to the Association, to the County, or to any other Person. After the Conversion Date, the Association shall have the right to assign and convey, in whole or in part, the Signage Easement to one or more public utility companies, to the County, or to any other Person, subject to approval by Majority Vote of the Members with Super-Majority Consent.

**Section 8.04 Other Easements.** Declarant (until the Conversion Date) and the Association (after the Conversion Date) shall have an easement for full rights of access, ingress, and egress at all times over and across all Lots for the exercise of rights under this Declaration and for the carrying out by Declarant or the Association, as the case may be, of their other rights, functions, duties, and obligations set out in this Declaration. Any such entry by Declarant or the

Association on any Lots shall be made with as minimum inconvenience to the affected Owner as is practicable.

## **ARTICLE IX MAINTENANCE BY OWNERS**

Each Owner shall have the duty and responsibility, at their sole cost and expense, to keep their Lot (including any Unpaved Right-of-Way on their Lot) and, subject to ordinary wear, tear, and deterioration, all Improvements thereon in a well-maintained, safe, clean, neat, orderly, and attractive condition at all times. Such maintenance shall include, but not be limited to, the following: prompt removal of all litter, trash, refuse, and wastes; lawn mowing; tree and shrub care; watering; other landscaping maintenance; keeping exterior lighting and mechanical facilities in working order; keeping lawn and garden areas, driveways, and sidewalks in good repair; complying with all Applicable Law; repairing exterior damage to Improvements; and repainting of Improvements. All Owners shall maintain the Unpaved Right-of-Way on their Lots on such schedule and in such manner as is specified by Declarant (if the Conversion Date has not yet occurred) or the Board (if the Conversion Date has occurred) in an effort to maintain a reasonably consistent appearance of all Unpaved Right-of-Way areas throughout the Property. Declarant (if the Conversion Date has not yet occurred) or the Board on behalf of the Association (if the Conversion Date has occurred) shall have the right to perform any action required of an Owner or their contractors under **Article VII** above and to perform any maintenance, repair, or replacement of landscaping, screening or decorative walls, ponds, lakes, fountains, pools, exterior lighting, sculptures, utilities, drainage systems, lighting, and equipment on a Lot (including the Unpaved Right-of-Way on the Lot) if the Owner fails to do so within seven (7) days (or such longer period as may be allowed by Declarant or the Board, as applicable, due to the nature of such deficiency) after the Owner's receipt of written notice from Declarant or the Board, as applicable.

## **ARTICLE X GENERAL PROVISIONS**

**Section 10.01 Binding Effect and Duration.** The Restrictions shall run with and bind the Property, shall be binding on all Owners and each individual Lot, and shall inure to the benefit of and be enforceable by Declarant, the Association, and the Owners and their respective heirs, executors, legal representatives, successors, and assigns and shall remain in effect for fifty (50) years from and after the date of the recording of this Declaration. This Declaration shall automatically be extended for additional successive periods of ten (10) years each. Provided, however, if, at the expiration of either the initial fifty (50) year period or the end of any successive ten (10) year periods, an instrument abolishing this Declaration is approved by Majority Vote of the Members with Super-Majority Consent and filed of record in the County, this Declaration shall terminate at that time.

**Section 10.02 Other Persons.** The Restrictions contained in **ARTICLE VI, ARTICLE VII, ARTICLE VIII, and ARTICLE IX** of this Declaration shall be binding on and enforceable against not only the Owners, but also all other invitees, licensees, or other occupants of a Lot.

**Section 10.03 Interpretation.** In all cases, the provisions set forth or provided in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Declarant (if the Conversion Date has not yet occurred) or the Board (if the Conversion Date has occurred), will best affect the intent of Declarant's general plan of development as reflected in this Declaration. Declarant (if the Conversion Date has not yet occurred) or the Board (if the Conversion Date has occurred) shall have the right, power, and authority to determine all questions arising under or in connection with this Declaration and to construe and interpret its provisions, and any determination, construction, or interpretation made by Declarant or the Board, as applicable, in the absence of an adjudication by a court of competent jurisdiction that such action was an abuse of discretion, shall be binding on the Owners. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any less restrictive Applicable Law.

(a) **Drafting Party.** The fact that this Declaration was prepared by Declarant's counsel as a matter of convenience shall have no import or significance to the construction of this Declaration. Any uncertainty or ambiguity in this Declaration shall not be construed against Declarant because Declarant's counsel prepared this Declaration in its final form. Any rule of construction that requires any ambiguities to be interpreted against the drafter shall not be employed in the interpretation of (i) this Declaration; (ii) any exhibits to this Declaration; or (iii) any document drafted or delivered in connection with the transactions contemplated by this Declaration.

(b) **Effective Date.** The effective date of this Declaration shall be the date of its filing of record in the office of the County (the "**Effective Date**").

(c) **Captions.** Any captions or headings used in this Declaration are for convenience only and do not define or limit the scope of this Declaration.

(d) **Singular or Plural.** The singular of any term, including any defined term, shall include the plural and the plural of any term shall include the singular. The use of any pronoun with respect to gender shall include the neutral, masculine, feminine, and plural.

**Section 10.04 Enforcement.** Declarant, the Association, and the Owners shall have the right, but not the obligation, to enforce the Restrictions. Enforcement may be made by any proceedings at law or in equity against any Person violating or attempting to violate any part of this Declaration, as such may be amended, either to restrain or enjoin violations or to recover damages. Damages shall not be deemed adequate compensation for any breach or violation of any provision of this Declaration, and Declarant, the Association, and each Owner shall be entitled to relief by way of injunction, as well as any other remedy either at law or in equity. The rights, powers, and remedies provided in this Declaration shall be cumulative and not restrictive of other remedies at law or in equity, and the exercise by a Person of any particular right, power, or remedy shall not be deemed an election of remedies or to preclude such Person's resort to other rights, powers, or remedies that may be available to them.

**Section 10.05 No Waiver or Obligation to Enforce.** No delay or failure on the part of Declarant, the Association, or any other aggrieved party to invoke any available right, power, or

remedy in respect to a breach of this Declaration shall be held or deemed to be a waiver by that party of (or estop that party from asserting) any right, power, or remedy available to them on the recurrence or continuance of said breach or the occurrence of a different breach. Declarant and the Association, or its officers or Board members, shall not be under any obligation to take any action to enforce the terms of this Declaration. No waiver by Declarant, the Association, or any other aggrieved party of the provisions hereof shall be effective unless explicitly set out in writing and signed by the party so waiving. No waiver by Declarant, the Association, or any other aggrieved party shall operate or be construed as a waiver for any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver.

**Section 10.06 Liens, Validity, and Severability.** Violation of or failure to comply with this Declaration shall not affect the validity of any mortgage, lien, or other similar security instrument which may then be existing on any Lot. Invalidation of any one or more of the provisions of this Declaration, or any portions thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. If any portion of this Declaration conflicts with mandatory provisions of any Applicable Law, then such Applicable Law shall control.

**Section 10.07 Owner/Occupant Records.** Except for those Owners who purchase Lots directly from the Declarant, any Person, on becoming an Owner of a Lot, shall furnish the Board a true and correct copy of the recorded instrument of conveyance vesting such ownership in said Owner. Each Owner shall furnish to the Association the name of a contact Person with such Owner and a street address for receiving notices from the Association. It shall be the responsibility of the Owner to keep such information current and to advise the Association of any changes.

**Section 10.08 Notices.** Unless specifically stated otherwise in this Declaration, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the addresses set forth below, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; (c) registered United States mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or (d) electronic transmission (facsimile or email) if the original also is sent via overnight courier or United States Mail, whereby delivery is deemed to have occurred at the end of the business day on which the electronic transmission is completed.

To Declarant:

Name: ReYo LLC  
Attn: Kevin W. Yoder, President  
Address: 53920 North Park Avenue, Elkhart, IN 46514  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

To Association:

Name: ReYo Ridge Homeowner's Association LLC  
Attn: Registered Agent  
Address: 53920 North Park Avenue, Elkhart, IN 46514  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

Any party may change their address for purposes of this **Section 10.08** by giving written notice as provided in this **Section 10.08**. All notices and demands delivered by a party's attorney on a party's behalf shall be deemed to have been delivered by said party. Notices shall be valid only if served in the manner provided in this **Section 10.08**.

**Section 10.09 Mortgagees.** The holder of a mortgage of any interest in a Lot shall be furnished with written notification from the Association of any default by the respective Owner of that Lot in the performance of obligations set forth in this Declaration if the Association has been furnished, in writing, a name and address of such mortgage holder and a request to receive such notification. Cure by said mortgage holder within the times herein provided Owner shall be accepted. No default by an Owner of a Lot under any provision of this Declaration shall affect any existing lien or mortgage on that Lot. A mortgagee shall not be liable for Assessments made with respect to a Lot during any period its only interest in the Lot is that of mortgagee.

**Section 10.10 Approvals.** Except as otherwise expressly provided in this Declaration, no approval by the Declarant, the Board, or the DRB under the provisions of this Declaration shall be effective unless in writing.

**Section 10.11 Miscellaneous Provisions.**

(a) **Amendments.** Except as otherwise provided in **Section 10.11(b)**, this Declaration may be modified or amended by Majority Vote of the Members; provided, however, that:

(i) Until the Conversion Date, no such modification or amendment shall be effective without the written approval of Declarant;

(ii) Declarant, without the joinder of any other party, shall have the absolute right to make minor changes or amendments to this Declaration to correct or clarify errors, omissions, mistakes, or ambiguities contained in this Declaration; and

(iii) Declarant shall have the absolute right to amend, modify, or supplement this Declaration for the inclusion of additional property.

(b) Notwithstanding **Section 10.11(a)** or any other provision of this Declaration to the contrary, the following provisions of this Declaration may not be terminated, modified, amended, or vacated except by Majority Vote of the Members with Super-Majority Consent:



(i) The definitions of Common Areas, Common Facilities, Common Services, Conversion Date, Default Interest Rate, Majority Vote of the Members, Quorum, or Super-Majority Consent, as provided in **Section 1.02**;

(ii) The provisions regarding membership in the Association as provided in **Section 3.01**;

(iii) The provisions regarding voting rights as provided in **Section 3.03**;

(iv) The provisions regarding the type of and basis for allocation of Assessments as provided in **Section 4.01, Section 4.02, Section 4.03, Section 4.04, and Section 4.05**;

(v) The provisions regarding the Association reserve fund amount and annual contribution as provided in **Section 4.02**;

(vi) The provisions regarding the subordination of the lien for Assessments as provided in **Section 4.07**;

(vii) The provisions regarding audit rights as provided in **Section 5.02(o)**;

(viii) The provisions regarding affiliated contracts as provided in **Section 5.03**;

(ix) The provisions regarding development covenants as provided in **Article VII**;

(x) The provisions regarding reserved easements as provided in **Article VIII**;

(xi) The provisions regarding the Association's rights to enter a Lot to perform maintenance as provided in **Article IX**; or

(xii) This **Section 10.11**.

(c) No termination, modification, amendment, or vacation permitted under **Section 10.11(a)** or **(b)** shall be effective unless and until a written instrument setting forth the terms thereof has been executed by the parties from whom approval is required as set forth above and recorded in the real property records of the County;

(d) **Partial Invalidity.** Any term or provision of this Declaration that is invalid or unenforceable in any jurisdiction will, for that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Declaration or affecting the validity or enforceability of any of the terms or provisions of this Declaration in any other jurisdiction. If any provision of this Declaration is so broad that it is unenforceable, the provision will be interpreted to be only so broad as is enforceable.

**Section 10.12 Third-Party Beneficiary; Successors and Assigns.**

(a) **Third-Party Beneficiary.** This Declaration is an agreement solely for the benefit of the Owners (and their permitted successors and/or assigns). No other Person shall have any rights under this Declaration, nor shall any other Person be entitled to rely on the terms, covenants, and provisions contained in this Declaration. The provisions of this **Section 10.12** shall survive the termination of this Declaration or dissolution of the Declarant.

(b) **Successors and Assigns.** This Declaration and all its covenants, terms, and provisions shall be binding on and inure to the benefit of each Owner and their successors and assigns.

**Section 10.13 Further Assurances.** Each Owner agrees to do such things, perform such acts, and make, execute, acknowledge, and deliver such documents as may be reasonably necessary and customary to carry out the intent and purposes of this Declaration, so long as any of the foregoing do not materially increase any Owner's obligations under this Declaration or materially decrease any Owner's rights under this Declaration.

**Section 10.14 Days; Performance on a Saturday, Sunday, or Holiday.** Whenever the term "day" is used in this Declaration, it shall refer to a calendar day unless otherwise specified. Should this Declaration require an act to be performed or a notice to be given on a day other than a business day, the act shall be performed or notice given on the following business day.

**Section 10.15 Governing Law.** This Declaration shall be governed and construed in accordance with the law of the State, without giving effect to any choice or conflict of law provision or rule (whether of the State or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State.

**Section 10.16 Submission to Jurisdiction.** The parties hereby agree that any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Declaration or the transactions contemplated hereby, whether in contract, tort, or otherwise, shall be brought in the state courts located within the County of Cass, State of Michigan, or the United States District Court for the Western District of Michigan, so long as one of such courts shall have subject-matter jurisdiction over such suit, action, or proceeding, and that any cause of action arising out of this Declaration shall be deemed to have arisen from a transaction of business in the State. Each of the parties hereby irrevocably consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action, or proceeding and irrevocably waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action, or proceeding in any such court or that any such suit, action, or proceeding that is brought in any such court has been brought in an inconvenient forum.

**Section 10.17 Attorneys' Fees. Recovery of Attorneys' Fees.** If any action is brought by any Person against another in connection with or arising out of this Declaration or any of the documents and instruments delivered in connection herewith or in connection with the transactions contemplated hereby, the prevailing party shall be entitled to recover from the other

party its reasonable out-of-pocket costs and expenses, including, without limitation, reasonable attorneys' fees incurred in connection with the prosecution or defense of such action.

**Section 10.18 Waiver of Jury Trial.** EACH OWNER HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES, IN CONNECTION WITH ANY SUIT, ACTION, OR PROCEEDING BROUGHT UNDER OR IN RELATION TO THIS DECLARATION, OR IN CONNECTION WITH ANY TRANSACTION CONTEMPLATED HEREBY, ANY AND EVERY RIGHT EACH OWNER MAY HAVE TO A TRIAL BY JURY.

**IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first set out above.**

**ReYo LLC**

By: \_\_\_\_\_

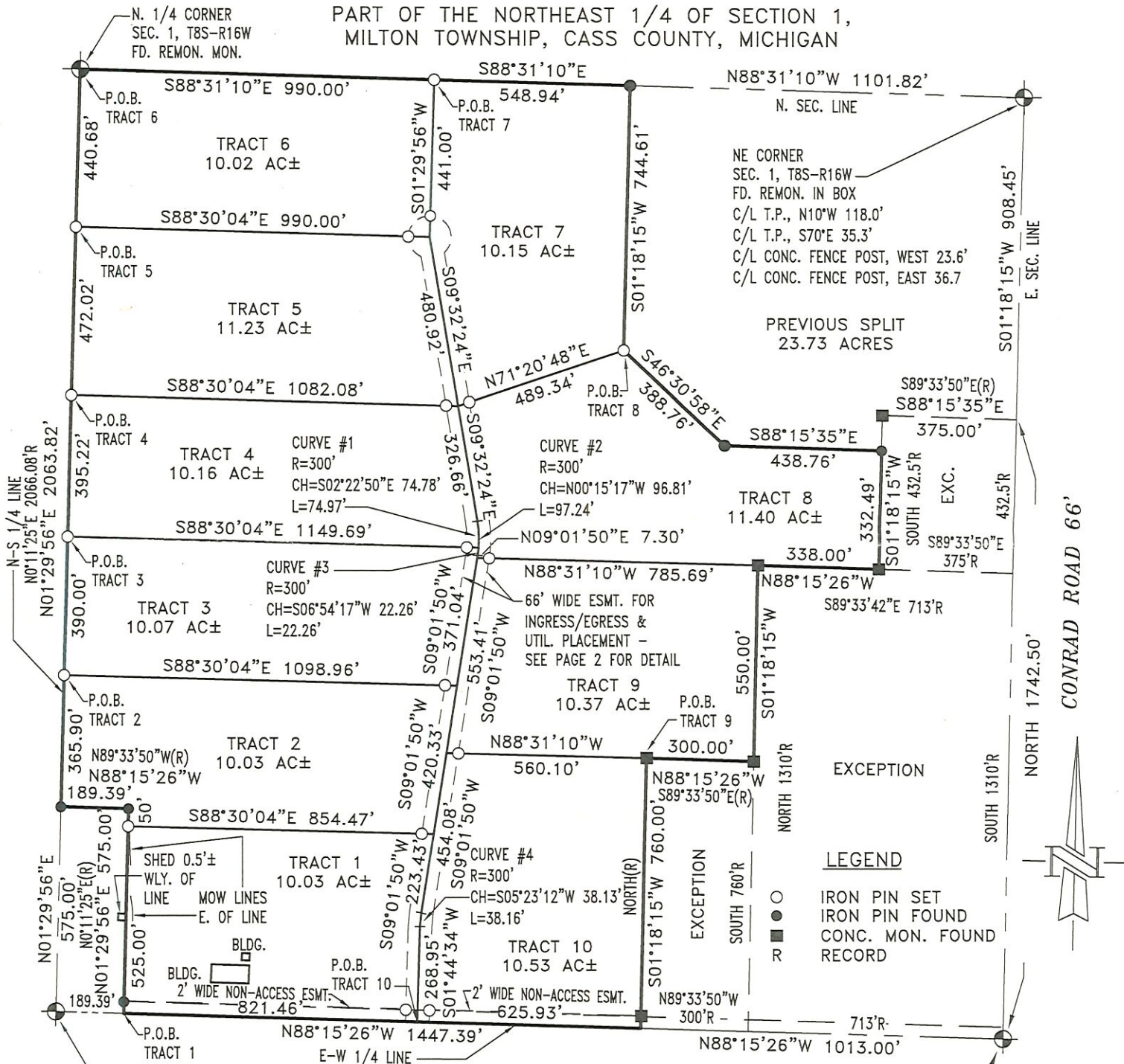
Name: Kevin W. Yoder

Title: President

# **EXHIBIT A**

# CERTIFICATE OF SURVEY:~

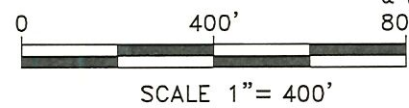
PART OF THE NORTHEAST 1/4 OF SECTION 1,  
MILTON TOWNSHIP, CASS COUNTY, MICHIGAN



**RUNKLE ROAD 66'**

-BEARING BASIS IS USING MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, PER MDOT CORS NETWORK.  
 -ALL BEARINGS AND DISTANCES ARE FIELD MEASURED UNLESS OTHERWISE NOTED.  
 -ACT 591 OF MICHIGAN PUBLIC ACTS OF 1997 SHOULD BE CHECKED TO SEE THAT ANY PROPERTY CONVEYANCE DOES NOT VIOLATE THIS ACT.  
 -THIS SURVEY COMPLIES WITH PUBLIC ACT 132 OF 1970 AS AMENDED.  
 -THE RATIO OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS IS NO GREATER THAN 1:5000.  
 -REF. SURVEY BY SLS #11197 DATED 7/11 & #19574 DATED 12/26/19 & WIGHTMAN PETRIE 1/18/90.

E. 1/4 CORNER  
 SEC. 1, T8S-R16W  
 REMON. IN BOX  
 P.P. S45°W 50.2'  
 GUY POLE S30°E 46.2'  
 C/L RD. EAST 0.7'  
 PH. PED N45°W 68.2'



NOTE: THIS SURVEY MADE FROM DESCRIPTION FURNISHED.

TO: REYO LLC

I, THOMAS A. STEPHENSON, A PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION.

*Thomas A. Stephenson*  
 THOMAS A. STEPHENSON, PS #4001046689



REVISED 10/7/2021, TR. 1 & 10 ESMT., DMS  
 ADDRESS: RUNKLE ROAD  
 DATE: 6/29 & 30/2021  
 SCALE: 1" = 400'  
 DRAWN BY: DMS  
 TC: NONE

SHEET 1 OF 5 SHEETS  
21397



**MAIN OFFICE** 27873 White Street • Cassopolis, Michigan  
**BRANCH OFFICES** Kalamazoo, Michigan • South Bend, In

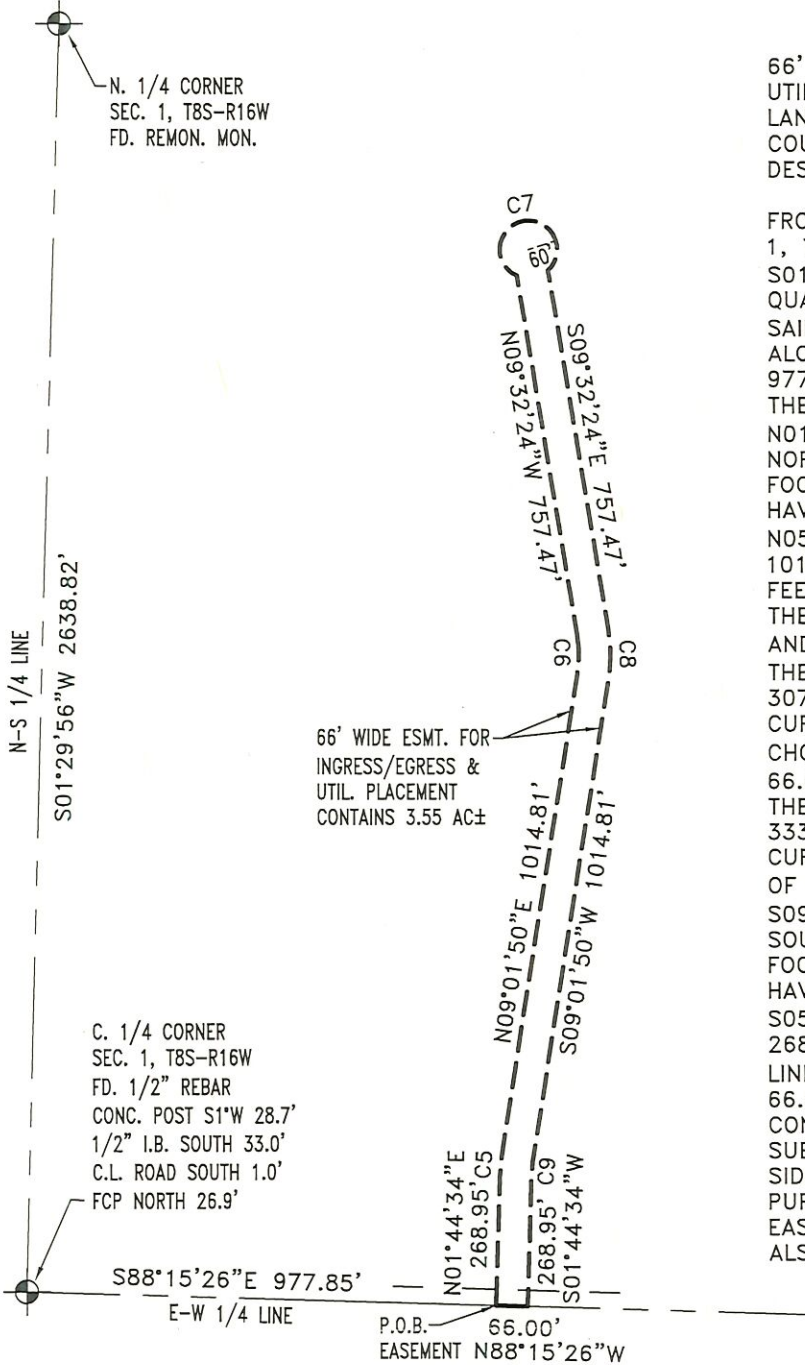
www.stephensonsls.com  
 email: sls@stephensonsls.com

188690 Pages: 5 L: 3 P: 451  
 RECORDED Cass County, Michigan  
 Monica McMichael, Register of Deeds  
 01/10/2022 03:40 PM  
 Receipt #180389 Fee: \$30.00 SUR



# CERTIFICATE OF SURVEY:~

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C5	333.00'	42.36'	N05°23'12"E	42.33'
C6	267.00'	86.54'	N00°15'17"W	86.16'
C7	60.00'	307.11'	N80°27'36"E	66.00'
C8	333.00'	107.93'	S00°15'17"E	107.46'
C9	267.00'	33.96'	S05°23'12"W	33.94'



66' WIDE EASEMENT FOR INGRESS/EGRESS AND UTILITY PLACEMENT:  
LAND SITUATED IN THE TOWNSHIP OF MILTON, COUNTY OF CASS, STATE OF MICHIGAN, AND IS DESCRIBED AS FOLLOWS:

FROM THE NORTH QUARTER CORNER OF SECTION 1, TOWN 8 SOUTH, RANGE 16 WEST, MEASURE S01°29'56"W, ALONG THE NORTH AND SOUTH QUARTER LINE, 2638.82 FEET TO THE CENTER OF SAID SECTION; THENCE MEASURE S88°15'26"E, ALONG THE EAST AND WEST QUARTER LINE, 977.85 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE N01°44'34"E 268.95 FEET; THENCE NORTHEASTERLY 42.36 FEET ALONG A 333.00 FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF N05°23'12"E 42.33 FEET; THENCE N09°01'50"E 1014.81 FEET; THENCE NORTHWESTERLY 86.54 FEET ALONG A 267.00 FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF N00°15'17"W 86.16 FEET; THENCE N09°32'24"W 757.47 FEET; THENCE 307.11 FEET ALONG A 60.00 FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF N80°27'36"E 66.00 FEET; THENCE S09°32'24"E 757.47 FEET; THENCE SOUTHEASTERLY 107.93 FEET ALONG A 333.00 FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF S00°15'17"E 107.46 FEET; THENCE S09°01'50"W 1014.81 FEET; THENCE SOUTHWESTERLY 33.96 FEET ALONG A 267.00 FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF S05°23'12"W 33.94 FEET; THENCE S01°44'34"W 268.95 FEET TO THE EAST AND WEST QUARTER LINE; THENCE N88°15'26"W, ALONG SAID LINE, 66.00 FEET TO THE POINT OF BEGINNING. CONTAINING 3.55 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION ALONG THE SOUTH SIDE THEREOF AS BEING USED FOR HIGHWAY PURPOSES. ALSO SUBJECT TO ANY OTHER EASEMENTS AND RESTRICTIONS OF RECORD. ALSO SUBJECT TO LAND DIVISION APPROVAL.

SHEET 2 OF 5 SHEETS  
21397

NOTE: THIS SURVEY MADE FROM DESCRIPTION FURNISHED.  
TO: REYO LLC

I, THOMAS A. STEPHENSON, A PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION.

  
THOMAS A. STEPHENSON, PS #4001046689



www.stephensonls.com  
email: sls@stephensonls.com

**MAIN OFFICE** 27873 White Street • Cassopolis, Michigan 49031 • Office 269 / 445-8903 • Fax 269 / 445-8510  
**BRANCH OFFICES** Kalamazoo, Michigan • South Bend, Indiana • Office 269 / 445-8903 • Fax 269 / 445-8510

# CERTIFICATE OF SURVEY:~

## ORIGINAL PARENT PARCEL TAX DESCRIPTIONS:

LAND SITUATED IN THE TOWNSHIP OF MILTON, COUNTY OF CASS, STATE OF MICHIGAN, AND IS DESCRIBED AS FOLLOWS:

NE 1/4. EX W 660 FT. ALSO EX COM N 1310 FT FRM E 1/4 COR, TH N 432.5 FT, N 89 DEG 33'50"W 375 FT, S 432.5 FT, S 89 DEG 33'50"E 375 FT TO BEG. ALSO EX COM W 713 FT FRM E 1/4 COR, TH N 89 DEG 33'50"W 300 FT, N 760 FT, S 89 DEG 33'50"E 300 FT, S 760 FT TO BEG. ALSO EX COM AT E 1/4 COR, TH N 89 DEG 33'42"W 713 FT, N 1310 FT, S 89 DEG 33'42"E 713 FT, S 1310 FT TO BEG. SEC 1

ALSO: COMM AT N 1/4 COR, TH S 89DEG46'30" E 660 FT, S ODEG11'25"W 2643.53 FT, N 89 DEG 33'50"W 470.61 FT, N 0 DEG 11'25"E 575 FT, N 89 DEG 33'50"W 189.39 FT, N 0 DEG 11'25"E 2066.08 FT TO BEG. SEC 1

## TRACT 1:

LAND SITUATED IN THE TOWNSHIP OF MILTON, COUNTY OF CASS, STATE OF MICHIGAN, AND IS DESCRIBED AS FOLLOWS:

FROM THE NORTH QUARTER CORNER OF SECTION 1, TOWN 8 SOUTH, RANGE 16 WEST, MEASURE S01°29'56"W, ALONG THE NORTH AND SOUTH QUARTER LINE, 2638.82 FEET TO THE CENTER OF SAID SECTION; THENCE MEASURE S88°15'26"E, ALONG THE EAST AND WEST QUARTER LINE, 189.39 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE N01°29'56"E, PARALLEL WITH THE NORTH AND SOUTH QUARTER LINE, 525.00 FEET; THENCE S88°30'04"E 854.47 FEET; THENCE S09°01'50"W 223.43 FEET; THENCE SOUTHWESTERLY 38.16 FEET ALONG A 300.00 FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF S05°23'12"W 38.13 FEET; THENCE S01°44'34"W 268.95 FEET TO THE EAST AND WEST QUARTER LINE; THENCE N88°15'26"W, ALONG SAID LINE, 821.46 FEET TO THE POINT OF BEGINNING. SUBJECT TO A NON-ACCESS EASEMENT ONTO RUNKLE ROAD ALONG THE NORTH 2 FEET OF THE SOUTH 34 FEET THEREOF. CONTAINING 10.03 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION ALONG THE SOUTH SIDE THEREOF AS BEING USED FOR HIGHWAY PURPOSES. ALSO SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS & UTILITY PLACEMENT, DESCRIBED ON PAGE 2 HEREIN. ALSO SUBJECT TO ANY OTHER EASEMENTS AND RESTRICTIONS OF RECORD. ALSO SUBJECT TO LAND DIVISION APPROVAL.

## TRACT 2:

LAND SITUATED IN THE TOWNSHIP OF MILTON, COUNTY OF CASS, STATE OF MICHIGAN, AND IS DESCRIBED AS FOLLOWS:

FROM THE NORTH QUARTER CORNER OF SECTION 1, TOWN 8 SOUTH, RANGE 16 WEST, MEASURE S01°29'56"W, ALONG THE NORTH AND SOUTH QUARTER LINE, 1697.92 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE S88°30'04"E 1098.96 FEET; THENCE S09°01'50"W 420.33 FEET; THENCE N88°30'04"W 854.47 FEET; THENCE N01°29'56"E, PARALLEL WITH THE NORTH AND SOUTH QUARTER LINE, 50.00 FEET; THENCE N88°15'26"W 189.39 FEET TO THE NORTH AND SOUTH QUARTER LINE; THENCE N01°29'56"E, ALONG SAID LINE, 365.90 FEET TO THE POINT OF BEGINNING. CONTAINING 10.03 ACRES, MORE OR LESS. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS & UTILITY PLACEMENT DESCRIBED ON PAGE 2 HEREIN. ALSO SUBJECT TO ANY OTHER EASEMENTS AND RESTRICTIONS OF RECORD. ALSO SUBJECT TO LAND DIVISION APPROVAL.

## TRACT 3:

LAND SITUATED IN THE TOWNSHIP OF MILTON, COUNTY OF CASS, STATE OF MICHIGAN, AND IS DESCRIBED AS FOLLOWS:

FROM THE NORTH QUARTER CORNER OF SECTION 1, TOWN 8 SOUTH, RANGE 16 WEST, MEASURE S01°29'56"W, ALONG THE NORTH AND SOUTH QUARTER LINE, 1307.92 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE S88°30'04"E 1149.69 FEET; THENCE SOUTHWESTERLY 22.26 FEET ALONG A 300.00 FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF S06°54'17"W 22.26 FEET; THENCE S09°01'50"W 371.04 FEET; THENCE N88°30'04"W 1098.96 FEET TO THE NORTH AND SOUTH QUARTER LINE; THENCE N01°29'56"E, ALONG SAID LINE, 390.00 FEET TO THE POINT OF BEGINNING. CONTAINING 10.07 ACRES, MORE OR LESS. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS & UTILITY PLACEMENT DESCRIBED ON PAGE 2 HEREIN. ALSO SUBJECT TO ANY OTHER EASEMENTS AND RESTRICTIONS OF RECORD. ALSO SUBJECT TO LAND DIVISION APPROVAL.

SHEET 3 OF 5 SHEETS  
21397

REVISED 10/7/2021, TR. 1 & 10 ESMT., DMS  
ADDRESS: RUNKLE ROAD  
DATE: 6/29 & 30/2021  
SCALE: 1" = 400'  
DRAWN BY: DMS  
TC: NONE

NOTE: THIS SURVEY MADE FROM DESCRIPTION FURNISHED.

TO: REYO LLC

I, THOMAS A. STEPHENSON, A PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION.



  
THOMAS A. STEPHENSON, PS #4001046689



www.stephensonls.com  
email: sls@stephensonls.com

MAIN OFFICE 27873 White Street • Cassopolis, Michigan 49031 • Office 269 / 445-8903 • Fax 269 / 445-8510  
BRANCH OFFICES Kalamazoo, Michigan • South Bend, Indiana • Office 269 / 445-8903 • Fax 269 / 445-8510

# CERTIFICATE OF SURVEY:~

**TRACT 4:**

LAND SITUATED IN THE TOWNSHIP OF MILTON, COUNTY OF CASS, STATE OF MICHIGAN, AND IS DESCRIBED AS FOLLOWS:

FROM THE NORTH QUARTER CORNER OF SECTION 1, TOWN 8 SOUTH, RANGE 16 WEST, MEASURE S01°29'56"W, ALONG THE NORTH AND SOUTH QUARTER LINE, 912.70 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE S88°30'04"E 1082.08 FEET; THENCE S09°32'24"E 326.66 FEET; THENCE SOUTHEASTERLY 74.97 FEET ALONG A 300.00 FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF S02°22'50"E 74.78 FEET; THENCE N88°30'04"W 1149.69 FEET TO THE NORTH AND SOUTH QUARTER LINE; THENCE N01°29'56"E, ALONG SAID LINE, 395.22 FEET TO THE POINT OF BEGINNING. CONTAINING 10.16 ACRES, MORE OR LESS. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS & UTILITY PLACEMENT DESCRIBED ON PAGE 2 HEREIN. ALSO SUBJECT TO ANY OTHER EASEMENTS AND RESTRICTIONS OF RECORD. ALSO SUBJECT TO LAND DIVISION APPROVAL.

**TRACT 5:**

LAND SITUATED IN THE TOWNSHIP OF MILTON, COUNTY OF CASS, STATE OF MICHIGAN, AND IS DESCRIBED AS FOLLOWS:

FROM THE NORTH QUARTER CORNER OF SECTION 1, TOWN 8 SOUTH, RANGE 16 WEST, MEASURE S01°29'56"W, ALONG THE NORTH AND SOUTH QUARTER LINE, 440.68 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE S88°30'04"E 990.00 FEET; THENCE S09°32'24"E 480.92 FEET; THENCE N88°30'04"W 1082.08 FEET TO THE NORTH AND SOUTH QUARTER LINE; THENCE N01°29'56"E, ALONG SAID LINE, 472.02 FEET TO THE POINT OF BEGINNING. CONTAINING 11.23 ACRES, MORE OR LESS. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS & UTILITY PLACEMENT DESCRIBED ON PAGE 2 HEREIN. ALSO SUBJECT TO ANY OTHER EASEMENTS AND RESTRICTIONS OF RECORD. ALSO SUBJECT TO LAND DIVISION APPROVAL.

**TRACT 6:**

LAND SITUATED IN THE TOWNSHIP OF MILTON, COUNTY OF CASS, STATE OF MICHIGAN, AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 1, TOWN 8 SOUTH, RANGE 16 WEST; THENCE S88°31'10"E, ALONG THE NORTH SECTION LINE, 990.00 FEET; THENCE S01°29'56"W 441.00 FEET; THENCE N88°30'04"W 990.00 FEET TO THE NORTH AND SOUTH QUARTER LINE; THENCE N01°29'56"E, ALONG SAID LINE, 440.68 FEET TO THE POINT OF BEGINNING. CONTAINING 10.02 ACRES, MORE OR LESS. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS & UTILITY PLACEMENT DESCRIBED ON PAGE 2 HEREIN. ALSO SUBJECT TO ANY OTHER EASEMENTS AND RESTRICTIONS OF RECORD. ALSO SUBJECT TO LAND DIVISION APPROVAL.

**TRACT 7:**

LAND SITUATED IN THE TOWNSHIP OF MILTON, COUNTY OF CASS, STATE OF MICHIGAN, AND IS DESCRIBED AS FOLLOWS:

FROM THE NORTH QUARTER CORNER OF SECTION 1, TOWN 8 SOUTH, RANGE 16 WEST, MEASURE S88°31'10"E, ALONG THE NORTH SECTION LINE, 990.00 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUE S88°31'10"E, ALONG SAID LINE, 548.94 FEET; THENCE S01°18'15"W 744.61 FEET; THENCE S71°20'48"W 489.34 FEET; THENCE N09°32'24"W 480.92 FEET; THENCE N01°29'56"E 441.00 FEET TO THE POINT OF BEGINNING. CONTAINING 10.15 ACRES, MORE OR LESS. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS & UTILITY PLACEMENT DESCRIBED ON PAGE 2 HEREIN. ALSO SUBJECT TO ANY OTHER EASEMENTS AND RESTRICTIONS OF RECORD. ALSO SUBJECT TO LAND DIVISION APPROVAL.

SHEET 4 OF 5 SHEETS  
21397

ADDRESS: RUNKLE ROAD  
DATE: 6/29 & 30/2021  
SCALE: 1" = 400'  
DRAWN BY: DMS  
TC: NONE

NOTE: THIS SURVEY MADE FROM DESCRIPTION FURNISHED.

TO: REYO LLC

I, THOMAS A. STEPHENSON, A PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION.



  
THOMAS A. STEPHENSON, PS #4001046689



www.stephensonls.com  
email: sls@stephensonls.com

**MAIN OFFICE** 27873 White Street • Cassopolis, Michigan 49031 • Office 269 / 445-8903 • Fax 269 / 445-8510  
**BRANCH OFFICES** Kalamazoo, Michigan • South Bend, Indiana • Office 269 / 445-8903 • Fax 269 / 445-8510



# CERTIFICATE OF SURVEY:~

**TRACT 8:**

LAND SITUATED IN THE TOWNSHIP OF MILTON, COUNTY OF CASS, STATE OF MICHIGAN, AND IS DESCRIBED AS FOLLOWS:

FROM THE NORTH QUARTER CORNER OF SECTION 1, TOWN 8 SOUTH, RANGE 16 WEST, MEASURE S88°31'10"E, ALONG THE NORTH SECTION LINE, 1538.94 FEET; THENCE MEASURE S01°18'15"W 744.61 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE S46°30'58"E 388.76 FEET; THENCE S88°15'35"E 438.76 FEET; THENCE S01°18'15"W 332.49 FEET; THENCE N88°15'26"W 338.00 FEET; THENCE N88°31'10"W 785.69 FEET; THENCE N09°01'50"E 7.30 FEET; THENCE NORTHWESTERLY 97.24 FEET ALONG A 300.00 FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF N00°15'17"W 96.81 FEET; THENCE N09°32'24"W 326.66 FEET; THENCE N71°20'48"E 489.34 FEET TO THE POINT OF BEGINNING. CONTAINING 11.40 ACRES, MORE OR LESS. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS & UTILITY PLACEMENT DESCRIBED ON PAGE 2 HEREIN. SUBJECT TO ANY OTHER EASEMENTS AND RESTRICTIONS OF RECORD. ALSO SUBJECT TO LAND DIVISION APPROVAL.

**TRACT 9:**

LAND SITUATED IN THE TOWNSHIP OF MILTON, COUNTY OF CASS, STATE OF MICHIGAN, AND IS DESCRIBED AS FOLLOWS:

FROM THE NORTH QUARTER CORNER OF SECTION 1, TOWN 8 SOUTH, RANGE 16 WEST, MEASURE S01°29'56"W, ALONG THE NORTH AND SOUTH QUARTER LINE, 2638.82 FEET TO THE CENTER OF SAID SECTION; THENCE MEASURE S88°15'26"E, ALONG THE EAST AND WEST QUARTER LINE, 1636.78 FEET; THENCE MEASURE N01°18'15"E 760.00 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE N88°31'10"W 560.10 FEET; THENCE N09°01'50"E 553.41 FEET; THENCE S88°31'10"E 785.69 FEET; THENCE S01°18'15"W 550.00 FEET; THENCE N88°15'26"W 300.00 FEET TO THE POINT OF BEGINNING. CONTAINING 10.37 ACRES, MORE OR LESS. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS & UTILITY PLACEMENT DESCRIBED ON PAGE 2 HEREIN. ALSO SUBJECT TO ANY OTHER EASEMENTS AND RESTRICTIONS OF RECORD. ALSO SUBJECT TO LAND DIVISION APPROVAL.

**TRACT 10:**

LAND SITUATED IN THE TOWNSHIP OF MILTON, COUNTY OF CASS, STATE OF MICHIGAN, AND IS DESCRIBED AS FOLLOWS:

FROM THE NORTH QUARTER CORNER OF SECTION 1, TOWN 8 SOUTH, RANGE 16 WEST, MEASURE S01°29'56"W, ALONG THE NORTH AND SOUTH QUARTER LINE, 2638.82 FEET TO THE CENTER OF SAID SECTION; THENCE MEASURE S88°15'26"E, ALONG THE EAST AND WEST QUARTER LINE, 1010.85 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE N01°44'34"E 268.95 FEET; THENCE NORTHEASTERLY 38.16 FEET ALONG A 300.00 FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF N05°23'12"E 38.13 FEET; THENCE N09°01'50"E 454.08 FEET; THENCE S88°31'10"E 560.10 FEET; THENCE S01°18'15"W 760.00 FEET TO THE EAST AND WEST QUARTER LINE; THENCE N88°15'26"W, ALONG SAID LINE, 625.93 FEET TO THE POINT OF BEGINNING. SUBJECT TO A NON-ACCESS EASEMENT ONTO RUNKLE ROAD ALONG THE NORTH 2 FEET OF THE SOUTH 34 FEET THEREOF. CONTAINING 10.53 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION ALONG THE SOUTH SIDE THEREOF AS BEING USED FOR HIGHWAY PURPOSES. ALSO SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS & UTILITY PLACEMENT DESCRIBED ON PAGE 2 HEREIN. ALSO SUBJECT TO ANY OTHER EASEMENTS AND RESTRICTIONS OF RECORD. ALSO SUBJECT TO LAND DIVISION APPROVAL.

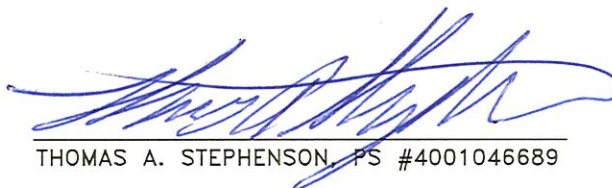
SHEET 5 OF 5 SHEETS  
21397

REVISED 10/7/2021, TR. 1 & 10 ESMT., DMS  
ADDRESS: RUNKLE ROAD  
DATE: 6/29 & 30/2021  
SCALE: 1" = 400'  
DRAWN BY: DMS  
TC: NONE

NOTE: THIS SURVEY MADE FROM DESCRIPTION FURNISHED.

TO: REYO LLC

I, THOMAS A. STEPHENSON, A PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION.

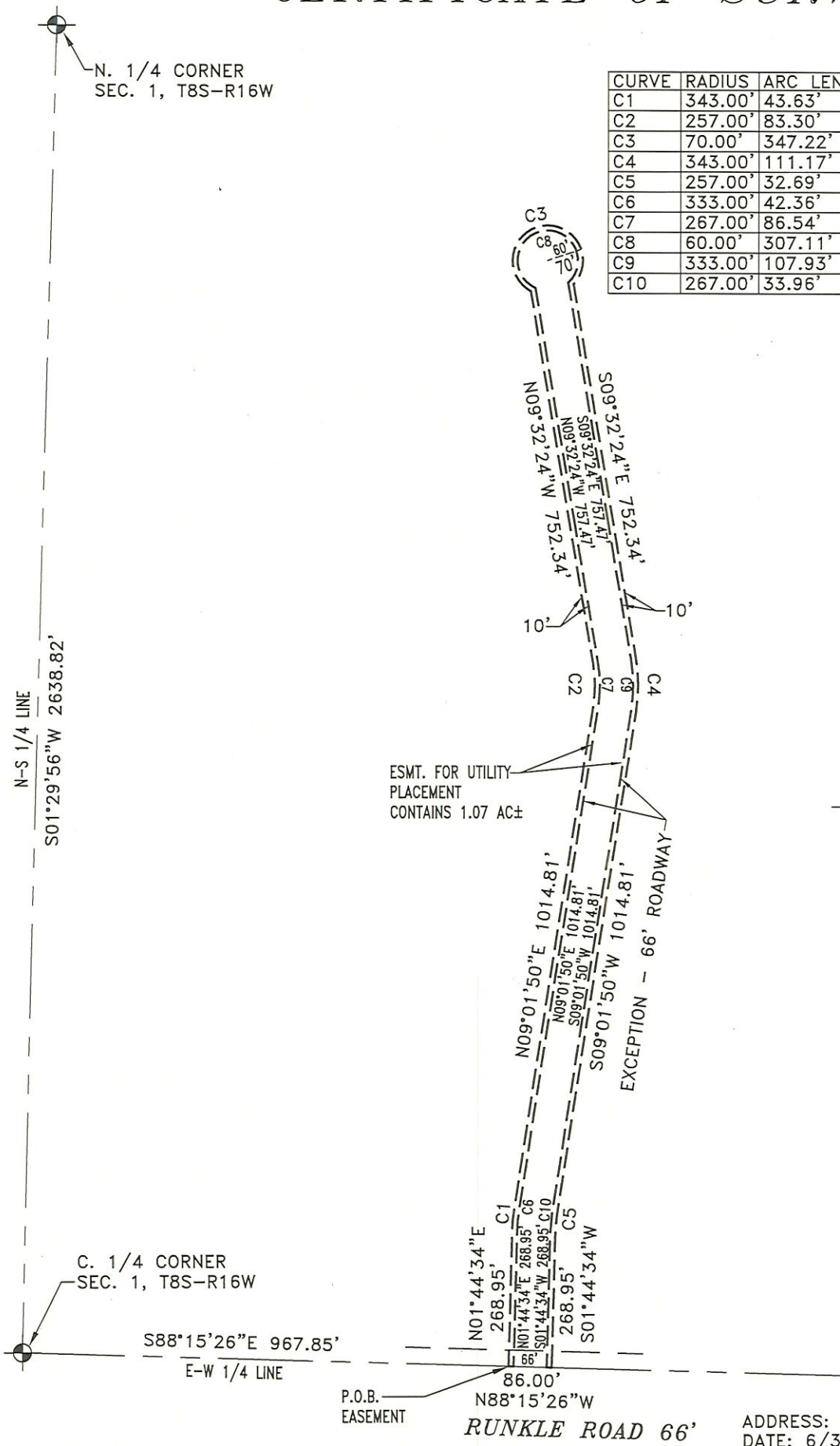
  
THOMAS A. STEPHENSON, PS #4001046689



www.stephensonls.com  
email: sls@stephensonls.com

# **EXHIBIT B**

# CERTIFICATE OF SURVEY:~



CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	343.00'	43.63'	N05°23'12"E	43.60'
C2	257.00'	83.30'	S00°15'17"E	82.93'
C3	70.00'	347.22'	N80°27'36"E	86.00'
C4	343.00'	111.17'	S00°15'17"E	110.69'
C5	257.00'	32.69'	S05°23'12"W	32.67'
C6	333.00'	42.36'	S05°23'12"W	42.33'
C7	267.00'	86.54'	N00°15'17"W	86.16'
C8	60.00'	307.11'	S80°27'36"W	66.00'
C9	333.00'	107.93'	S00°15'17"E	107.46'
C10	267.00'	33.96'	S05°23'12"W	33.94'

SHEET 1 OF 2 SHEETS  
21397-ESMT2

NOTE: THIS SURVEY MADE FROM DESCRIPTION FURNISHED.  
TO: REYO LLC

ADDRESS: RUNKLE ROAD  
DATE: 6/30/2022  
SCALE: 1" = 300'  
DRAWN BY: DMS  
TC: NONE

I, THOMAS A. STEPHENSON, A PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION.

  
THOMAS A. STEPHENSON, PS #4001046689



www.stephensonls.com  
email: sls@stephensonls.com

**MAIN OFFICE** 27873 White Street • Cassopolis, Michigan 49031 • Office 269 / 445-8903 • Fax 269 / 445-8510  
**BRANCH OFFICES** Kalamazoo, Michigan • South Bend, Indiana • Office 269 / 445-8903 • Fax 269 / 445-8510

# CERTIFICATE OF SURVEY:~

## EASEMENT FOR UTILITY PLACEMENT:

LAND SITUATED IN THE TOWNSHIP OF MILTON, COUNTY OF CASS, STATE OF MICHIGAN, AND IS DESCRIBED AS FOLLOWS:

FROM THE NORTH QUARTER CORNER OF SECTION 1, TOWN 8 SOUTH, RANGE 16 WEST, MEASURE S01°29'56"W, ALONG THE NORTH AND SOUTH QUARTER LINE, 2638.82 FEET TO THE CENTER OF SAID SECTION; THENCE MEASURE S88°15'26"E, ALONG THE EAST AND WEST QUARTER LINE, 967.85 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE N01°44'34"E 268.95 FEET; THENCE NORTHEASTERLY 43.63 FEET ALONG A 343.00 FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF N05°23'12"E 43.60 FEET; THENCE N09°01'50"E 1014.81 FEET; THENCE NORTHWESTERLY 83.30 FEET ALONG A 257.00 FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF N00°15'17"W 82.93 FEET; THENCE N09°32'24"W 752.34 FEET; THENCE 347.22 FEET ALONG A 70.00 FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF N80°27'36"E 86.00 FEET; THENCE S09°32'24"E 752.34 FEET; THENCE SOUTHEASTERLY 111.17 FEET ALONG A 343.00 FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF S00°15'17"E 110.69 FEET; THENCE S09°01'50"W 1014.81 FEET; THENCE SOUTHWESTERLY 32.69 FEET ALONG A 257.00 FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF S05°23'12"W 32.67 FEET; THENCE S01°44'34"W 268.95 FEET TO THE EAST AND WEST QUARTER LINE; THENCE N88°15'26"W, ALONG SAID LINE, 86.00 FEET TO THE POINT OF BEGINNING.

## EXCEPT THE FOLLOWING USED FOR ROADWAY PURPOSES:

FROM THE NORTH QUARTER CORNER OF SECTION 1, TOWN 8 SOUTH, RANGE 16 WEST, MEASURE S01°29'56"W, ALONG THE NORTH AND SOUTH QUARTER LINE, 2638.82 FEET TO THE CENTER OF SAID SECTION; THENCE MEASURE S88°15'26"E, ALONG THE EAST AND WEST QUARTER LINE, 977.85 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE N01°44'34"E 268.95 FEET; THENCE NORTHEASTERLY 42.36 FEET ALONG A 333.00 FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF N05°23'12"E 42.33 FEET; THENCE N09°01'50"E 1014.81 FEET; THENCE NORTHWESTERLY 86.54 FEET ALONG A 267.00 FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF N00°15'17"W 86.16 FEET; THENCE N09°32'24"W 757.47 FEET; THENCE 307.11 FEET ALONG A 60.00 FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF N80°27'36"E 66.00 FEET; THENCE S09°32'24"E 757.47 FEET; THENCE SOUTHEASTERLY 107.93 FEET ALONG A 333.00 FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF S00°15'17"E 107.46 FEET; THENCE S09°01'50"W 1014.81 FEET; THENCE SOUTHWESTERLY 33.96 FEET ALONG A 267.00 FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF S05°23'12"W 33.94 FEET; THENCE S01°44'34"W 268.95 FEET TO THE EAST AND WEST QUARTER LINE; THENCE N88°15'26"W, ALONG SAID LINE, 66.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.07 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION ALONG THE SOUTH SIDE THEREOF AS BEING USED FOR HIGHWAY PURPOSES. ALSO SUBJECT TO ANY OTHER EASEMENTS AND RESTRICTIONS OF RECORD. ALSO SUBJECT TO LAND DIVISION APPROVAL.


SHEET 2 OF 2 SHEETS  
21397-ESMT2

ADDRESS: RUNKLE ROAD  
DATE: 6/30/2022  
SCALE: 1" = 300'  
DRAWN BY: DMS  
TC: NONE

NOTE: THIS SURVEY MADE FROM DESCRIPTION FURNISHED.

TO: REYO LLC

I, THOMAS A. STEPHENSON, A PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION.

  
THOMAS A. STEPHENSON, PS #4001046689



www.stephensonls.com  
email: sls@stephensonls.com

MAIN OFFICE 27873 White Street • Cassopolis, Michigan 49031 • Office 269 / 445-8903 • Fax 269 / 445-8510  
BRANCH OFFICES Kalamazoo, Michigan • South Bend, Indiana • Office 269 / 445-8903 • Fax 269 / 445-8510

# **EXHIBIT C**

# SKETCH SHEET: ~

## STEPHENSON LAND SURVEYING

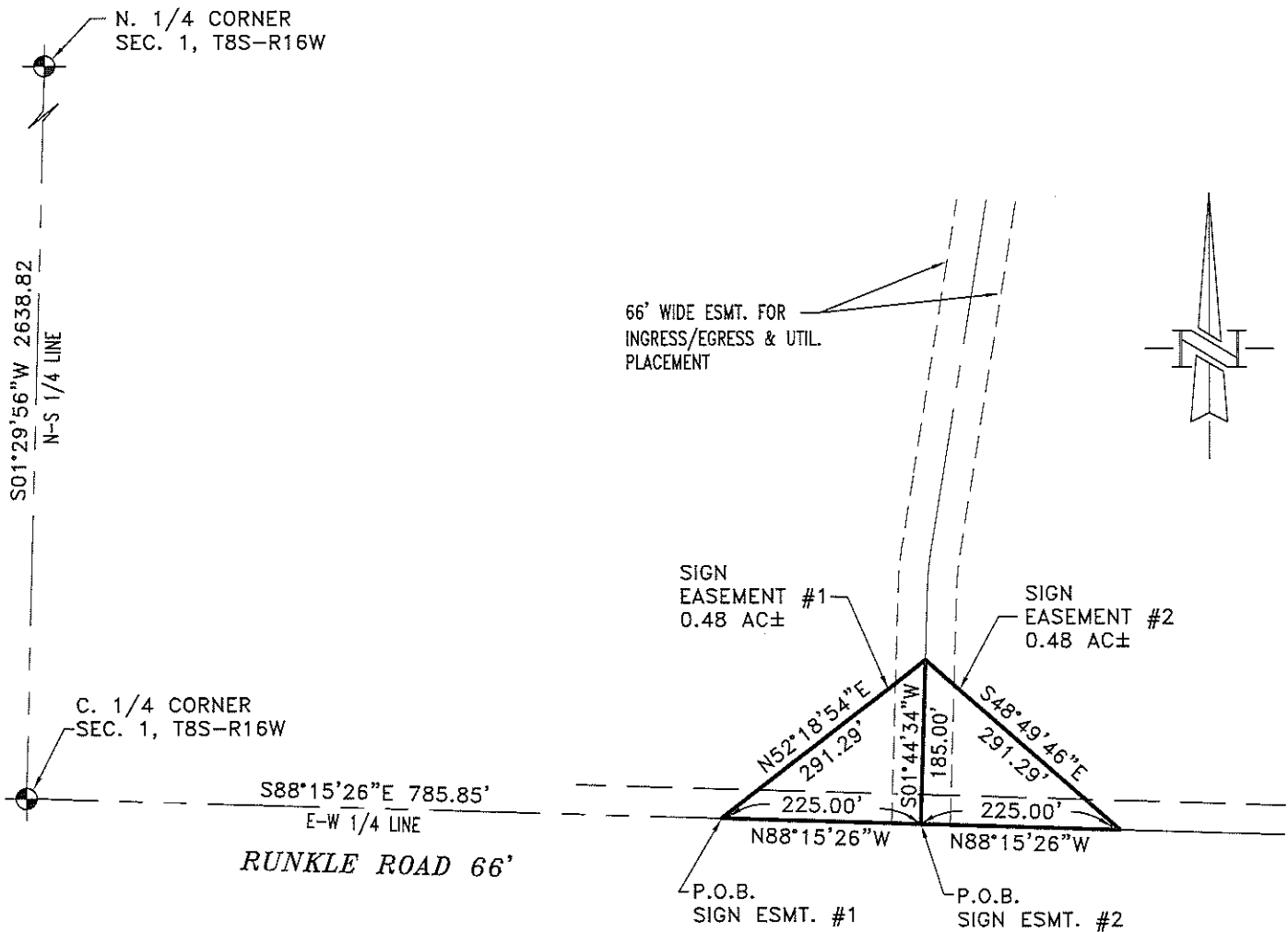
27873 WHITE STREET, CASSOPOLIS, MI 49031  
 PH (269) 445-8903 FAX (269) 445-8510

SIGN EASEMENT #1:  
 LAND SITUATED IN THE TOWNSHIP OF MILTON, COUNTY OF CASS, STATE OF MICHIGAN, AND IS DESCRIBED AS FOLLOWS:

FROM THE NORTH QUARTER CORNER OF SECTION 1, TOWN 8 SOUTH, RANGE 16 WEST, MEASURE  $S01^{\circ}29'56''W$ , ALONG THE NORTH AND SOUTH QUARTER LINE, 2638.82 FEET TO THE CENTER OF SAID SECTION; THENCE MEASURE  $S88^{\circ}15'26''E$ , ALONG THE EAST AND WEST QUARTER LINE, 785.85 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE  $N52^{\circ}18'54''E$  291.29 FEET; THENCE  $S01^{\circ}44'34''W$  185.00 FEET TO THE EAST AND WEST QUARTER LINE; THENCE  $N88^{\circ}15'26''W$ , ALONG SAID LINE, 225.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.48 ACRE, MORE OR LESS. SUBJECT TO THAT PORTION ALONG THE SOUTH SIDE THEREOF AS BEING USED FOR HIGHWAY PURPOSES. ALSO SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS & UTILITY PLACEMENT, ALONG THE EAST 33 FEET THEREOF. ALSO SUBJECT TO ANY OTHER EASEMENTS AND RESTRICTIONS OF RECORD.

SIGN EASEMENT #2:  
 LAND SITUATED IN THE TOWNSHIP OF MILTON, COUNTY OF CASS, STATE OF MICHIGAN, AND IS DESCRIBED AS FOLLOWS:

FROM THE NORTH QUARTER CORNER OF SECTION 1, TOWN 8 SOUTH, RANGE 16 WEST, MEASURE  $S01^{\circ}29'56''W$ , ALONG THE NORTH AND SOUTH QUARTER LINE, 2638.82 FEET TO THE CENTER OF SAID SECTION; THENCE MEASURE  $S88^{\circ}15'26''E$ , ALONG THE EAST AND WEST QUARTER LINE, 1010.85 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE  $N01^{\circ}44'34''E$  185.00 FEET; THENCE  $S48^{\circ}49'46''E$  291.29 FEET TO THE EAST AND WEST QUARTER LINE; THENCE  $N88^{\circ}15'26''W$ , ALONG SAID LINE, 225.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.48 ACRE, MORE OR LESS. SUBJECT TO THAT PORTION ALONG THE SOUTH SIDE THEREOF AS BEING USED FOR HIGHWAY PURPOSES. ALSO SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS & UTILITY PLACEMENT, ALONG THE WEST 33 FEET THEREOF. ALSO SUBJECT TO ANY OTHER EASEMENTS AND RESTRICTIONS OF RECORD.



CLIENT: REYO LLC  
 ADDRESS: RUNKLE ROAD  
 DATE: 5/23/2022  
 SCALE: 1" = 200'  
 DRAWN BY: DMS  
 TC: NONE

SKETCH MADE WITH AID OF SURVEY BY  
 SLS #21397 DATED 6/29 & 30/2022

SHEET 1 OF 1 SHEETS  
 21397-1