

DEED RESTRICTIONS FOR SECTION 2
(see map on web site)
INDIAN LAKES ESTATES
OKEMOS MICHIGAN
AS AMENDED AND FILED AUGUST , 2009

I - USE - Lots in Indian Lakes Estates NO.2 shall be used for residential dwelling purposes only

II - BUILDING SIZE - Buildings on each of the lots in the proposed plat of Indian Lakes Estates No 2 shall contain the following minimum areas of finished livable floor space at ground level above grade, exclusive of garages, utility, porches, storage or similar spaced

A - Single story - 2000 square feet

B - One and One-Half story - 1400 square feet with minimum of 2200 square feet in entire building.

C - Two-story - 1200 square feet exclusive of any area behind garage with minimum of 2300 square feet in entire building.

D - Tri-Level or Split-level - 1800 square feet with minimum of 2200 square feet in entire building.

E - Bi-Level with less than 50% of the lower level exposed above grade on all sides shall be considered a single story and those with more than 50% of the lower level thus exposed shall be considered a two story.

III - LOT DIVISION ~ Except as permitted by grantor in writing hereafter, no lot in the proposed subdivision of Indian Lakes Estates No 2 shall be divided so as to permit the erection of a dwelling on only part of any of said lots or permit the use of a part of any lot as if such part were an entire lot but this restriction will not prohibit the combining of any two lots nor the combining of any parts of lots with any full lot and when ever any lot has been so enlarged by the addition thereto of a part or all of another lot by a single owner or ownership, such enlarged lot shall be treated as one for all purposes of these restrictions, easements and covenants.

IV - GARAGES, DRIVEWAYS AND PARKING AREAS -

No dwelling house shall be constructed on any lot without an attached garage containing a minimum of 440 square feet of floor space and with walls plastered or finished with material approved by grantor. Any basement less house shall contain a minimum of 400 cubic feet of enclosed area on the ground floor of the garage or immediately adjacent thereto for storage of household tools, supplies and equipment. Automatic door openers shall be installed in any garage opening towards the street or a side lot line. Driveways shall be built not less than 2 feet from side lot lines. Outside parking area shall be landscaped and located at least 5 feet from any side lines and 25 feet from front lines and 10 feet from rear lines. No front yard parking area shall be used for the parking of more than 3 cars.

V - APPROVAL OF PLANS - No building shall be located, erected, constructed or altered, nor shall the grade of any lot be any way altered or any other structure, driveway, walkway, outdoor lighting, outdoor fireplace or barbecue, pool or fence be placed thereon unless complete plans, drawings and specifications including plot plans are first approved in writing by grantor endorsed thereon, and a complete copy thereof shall be delivered to and retained by grantor until the completion thereof and any such location, erection, construction or alteration shall thereafter be completed in accordance with the plans, drawings and specifications or any modification thereof all thus approved; provided however that should any such plans, drawings, or specifications or requests for modification thereof be not so approved or disapproved in writing within 60 days after the same have been thus submitted, no approval thereof to the extent of those actually submitted shall be further required. No concrete, cement or cinder block shall be exposed on the outside of any building or part thereof above 16" from the ground at any point without the previous written consent of grantor

VI - SET-BACKS, ELEVATION & GRADE ~ The minimum set back from the front, side and rear lot lines, shall be determined by grantor at the time of building. In the absence of written approval by grantor to the contrary, the following shall apply: The minimum setback from the front lot line shall be 40 feet and in the case of a corner lot the minimum setback from the side street line shall be 30 feet except that one story projection of a porch or bay may extend an additional 5 feet. Any lot shall have at least a 25 foot rear yard. Grantor shall determine which shall be the front and which shall be the side street of any corner lot. No portion of a one-story house including eaves, bays or chimney shall be built nearer than 10 feet to a side line. IN no case shall the second story portion of any house be nearer than 15 feet to a side line, except as hereinafter provided. There shall be a minimum of 25 feet between houses except that on a one and one-half story tri-level, bi-level, split level or two story portion of a house, a chimney, bay window, or eave may project 2 feet into the minimum side yard and into the 25 foot minimum distance between houses.

VII - EASEMENTS - UTILITIES - Easements are reserved along and within 8 feet of the front, rear and side lot lines of all lots in this subdivision for the construction and perpetual maintenance of conduits, wires, and fixtures for electric lights, telephones and other public and quasi-public utilities and to trim any trees which at any time may interfere or threaten to interfere with the maintenance or such lines with right of ingress and egress from said premises to employees of said utilities; said easement to also extend along any owner's side and rear property lines in case of fractional lots. All electrical and telephone lines shall except as permitted in writing by grantor, be laid underground. It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables pass under some portion of said lots not within the 8 foot wide strips long as such lines do not hinder the construction of buildings on any lots in this subdivision.

VIII - APPROVAL OF CONSTRUCTION PRIOR TO OCCUPANCY .Following the approval of the plans therefore, but before a house constructed, on any lot in Indian Lakes Estates NO.2 may be occupied, the owner thereof shall submit to grantor an accurate survey, and shall advise grantor that said house is ready for final inspection, so that grantor may ascertain whether or not said house has been built according to its plans and specifications and to make certain that it does not violate these restrictions in any way. Should grantor not inspect said premises within ten days after the owner had advised it in writing that such premises are ready for final inspection, such inspection shall be deemed to have been waived. No house may be occupied until any significant variation between the plans as approved and the house as built shall have been corrected, or an agreement reached between grantor and the owner as to compliance. Regardless of whether or not any inspection is made, this paragraph shall not be construed to create any liability whatever on the part of grantor to any lot owner. In the event the grantor so elects (by affidavit recorded with the Ingham County Register of Deeds with a copy mailed to each then owner of record of a lot in this subdivision) it may delegate all its rights to approve plans as is anywhere herein provided or the construction as in this paragraph provided, to a committee to be elected by the owners of a majority of the lots in Indian Lakes Estates No.2, the owner of each lot to be

entitled to one vote in the selection of such committee

IX- AERIALS, AIR CONDITIONERS, FENCES AND SWIMMING POOLS- Grantor's written approval shall be obtained for any installation of exterior aerials or antennae extending more than 15 feet in height above the roof. No fence or hedge may be erected or permitted to grow unless it has received the written approval of grantor as to material, location and height. And no fence or hedge shall be located so as to detract from the enjoyment of adjacent properties. No fence which is within 10 feet of any lot line shall, under any circumstances, exceed 6 feet in height, except that fences may be constructed to a height of 8 feet, provided that the top 2 feet thereof shall be open structure. A wall or fence not to exceed 6 feet in height attached to a dwelling shall not be considered a part of said structure. All swimming pools shall be approved by grantor as to size, setback, location, enclosure and bathhouse or equipment enclosure. No swimming pool shall be used in such manner as to constitute a nuisance to adjoining property owners, and all backwash waters shall go only into sanitary sewers. All air conditioners shall be so located that neither the exhaust or noise of operation thereof shall disturb the enjoyment of adjacent homes.

X. -- GRADING, SEEDING AND TREE REMOVAL. Any earth removed in grading or excavation shall be deposited at such location within 4,000 feet of the place of grading or excavation as the grantor herein may designate. Grantor reserves the right to enter upon any unoccupied lot and grade the same to achieve continuity with the grade of adjacent lots and streets. No change shall be made in the grade of any lot existing at the time of sale by grantor without the written consent of grantor. The slopes on all lots shall be seeded and so maintained that no soil erosion will occur thereof. Should the grade of any lot be altered without the prior written consent of grantor or should any erosion be permitted to continue, then, in either event, grantor without notice may revise such grade or take steps to prevent such erosion, charging the cost thereof to the owners of such lot which charge shall thereupon become a lien thereon upon the recording thereof.

XI - DAMAGED OR DESTROYED BUILDINGS - Any building, dwelling or garage on any lot in this subdivision which may be damaged or destroyed by fire, windstorm or from any other cause, shall be repaired, rebuilt or torn down and all debris removed and the lot restored to a slightly condition with reasonable promptness. Grantor may enter on any premises where an excavation or foundation has been left without building progress for more than ninety days and cause such excavation or foundation to be filled or removed; the expense thereof shall become a lien against the property.

XII - APPEARANCE OF LOTS AND BUILDINGS The Owners of lots within this subdivision shall at all times keep and maintain the same in an orderly manner, causing weeds and other growth to be seasonably cut, prevent accumulations of rubbish and debris and in general maintain such lots in a slightly condition consistent with the high standards of this subdivision. The owners of all buildings in this subdivision agree to keep their premises landscaped and to maintain their structures and grounds in good repair; failure to do so shall entitle any property owner in the subdivision to undertake legal action to compel compliance with this provision.

XIII - DURATION AND TERMINATION - These covenants and restrictions shall run with the land and shall be binding upon the grantor, and grantees, their heirs, administrators, executors, successors and assigns, until the first day of January, 1987, and shall automatically be continued thereafter for periods of five years each, unless at least one year prior to the end of any such period, the owners of a majority of the lots in Indian Lakes Estates No.3 shall execute and acknowledge an agreement or agreements, in writing, releasing the land subject thereto, or any part of the area thereof, from any or all of the above restrictions, and record the same in the office of the Register of Deeds for Ingham County, Michigan. The termination of any of the above restrictions in manner provided shall in no wise alter restrictions not so terminated.

XIV - AMENDMENT - These restrictions may be changed, amended, or eliminated, providing the owners of at least two-thirds of the lots in Indian Lakes Estates No.2 so agree in writing, such writing to be recorded in the office of the Ingham County Register of Deeds. In the event of a national emergency, grantor may waive any requirement hereof which conflicts with government regulations or with the national welfare.

XV. - COVENANTS TO BUILD OR RECONVEY - Except for the deed, the deed from the grantee herein of the above description of even date herewith, and conveyance between the said E & H Development Corporation and the said Capital Savings and Loan Association, every deed or other conveyance herein after shall be subject to the following conditions:

A. The grantee in each such conveyance shall commence construction upon the lot conveyed thereby, of a residential dwelling in accordance with the above restrictions, within three years from the date of the execution of such conveyance, and should such grantee fail to commence the construction so required within said period, then grantor, at the expiration of said three year period, have the option to repurchase said land, at the price paid therefore by grantee, plus interest thereon at the rate of four(4%) per cent per year from the date of such conveyance.

B. For so long as no building is constructed on any property thus conveyed, but not exceeding ten years from the date thereof, either grantee therein nor any person claiming under him, shall convey all or any part of the property conveyed to him to any other person or party without first offering to convey the same to grantor, herein for the same price paid therefore by grantee, plus interest thereon at the rate of four (4%) per cent per year from the date of conveyance to him, or at a price equal to the best bona fide offer received by grantee for such property, which ever is lesser.

XVI - PARTIAL INVALIDITY - Should any provision, restrictions or portion thereof be deemed invalid, the validity of the remainder of these restrictions shall not be affected thereby.

XVII- DEFINITIONS - The term "grantor" as used herein means E & H Development Corporation or any officer thereof, but no other person. The approval of anything, matter or procedure herein specified as being subject to approval by grantor or the lot owner's committee hereinafter referred to shall be in writing; no approval shall be construed as a precedent binding grantor or the committee to approve any other similar or identical thing matter or procedure at another time.

The following are the amended inserts approved august 2009

XVIII-NUISANCES. The following shall be considered nuisances and shall not be permitted within the plat, it being desirable and nial to maintain a high-quality aesthetic living community within the plat:

- (a) The keeping of wildlife, livestock or poultry;
- (b) Permitting any domestic pets or other animals to become a nuisance, or building or maintaining any house or pen for domestic pets or other animals outside of the principal residence;

- (c) Billboards or signs of any type, except one (1) sign advertising the sale of a lot not exceeding 6 square feet, and one (1) or more political signs not exceeding 6 square feet;
- (d) Outdoor tanks for storage of fuel, other than propane tanks for use with outdoor grilles;
- (e) Outdoor receptacles for ashes, garbage or refuse, other commercial trash containers for disposal of household trash;
- (f) Burning of garbage, refuse, brush or leaves;
- (g) Outdoor parking or storing of any vehicle covered by a tarp, and the parking or storing of commercial vehicles, campers, trailers, motor homes, boats, snowmobiles, motorcycles, or other recreational devices or recreational vehicles unless placed wholly within an enclosed garage or other outbuilding approved by the Homeowners' Association, provided that parking of motor homes, campers, or other recreational vehicles, or trailers with recreational vehicles or recreational devices shall be permitted on the driveway of any lot for a period not exceeding 48 consecutive hours within any six month period;
- (h) Exterior television antennae, satellite dish receiver antennae, tower receiver antennae, or communications transmitting or receiving devices of any type (except satellite dishes of a diameter of 20 inches or less), unless those completely concealed from view by neighbors and by the public from the streets within the plat in a manner approved by the Homeowners' Association;
- (i) On-site exploration or drilling of oil or gas, or on-site exploration or removal of sand, gravel or other subsurface minerals;
- (j) Unenclosed metal chimneys;
- (k) Vegetable gardens in the front yard, or any vegetable garden exceeding 400 square feet;
- (l) Operation of snowmobiles, dirt bike-type motorcycles, or other motorized recreational vehicles, except such other motorized vehicles that may be lawfully operated on public streets;
- (m) Camping;
- (n) Unstacked firewood, or woodpiles in the front or side yard
- (o) Outdoor storage of construction materials for more than 30 consecutive days;
- (p) A home business which causes excessive vehicular traffic in the plat or which is conducted at a time of day or night or in a manner which causes a disturbance or annoyance to residents in the plat;
- (q) Skateboard ramps, and
- (r) Any activity or condition that would be a violation of any ordinance of Meridian Township.

XIX HOMEOWNERS' ASSOCIATION. The Michigan Non-profit corporation currently in existence known as the "Indian Lakes Estates Homeowners' Association" which is a Michigan non-profit corporation formed on November 26, 1979 ("Indian Lakes Estates Homeowners' Association" and "Homeowners' Association") has been since the inception of the corporation and shall continue to be the homeowners' association for lot owners in Indian Lakes Estates, Indian lakes Estates No.2, Indian Lakes Estates No.3 and Indian Lake Estates No.4 (collectively, the "Plats"), and is for the mutual benefit of all lot owners in the Plats. The Homeowners' Association is to manage and control common property in each of the Plats for the mutual benefit of the owners of all lots in all of the Plats, and shall be entitled to impose dues on all lots owners, and to fund the expenses of the corporation in fulfilling its rights and obligations under the restrictive covenants in each of the Plats, and shall protect and enhance the best interests of all lot owners in all of the Plats.

XX ENFORCEMENT. These Restrictions may be enjoined and enforced by any lot owner in any of the Plats, as well the Homeowners' Association. Further, if any owner fails to pay dues to the Homeowners' Association when due, the amount of the dues, plus attorney fees and other costs of collection, plus interest on all of these amounts at the rate of 7% per annum, shall be a lien on the owner's lot. The lien shall be evidenced by a Notice of Lien recorded with the Ingham County Register of Deeds specifying the amount of the assessment, and its due date.

SUBDIVISION SIGN AND FENCE. The entry sign, fence and related apparatus on the northeast corner of Comanche Drive and Mt. Hope in Indian Lakes Estates Subdivision, and easements related thereto, are common property belonging to the Homeowners' Association.

Except as stated above, the Restrictions shall remain as originally written, and in full force and effect

Signatures

Notarized May 2, 1967 and May 16, 1967

Prepared by James A. Polk
Fraser, Trebilcock, Davis and Foster
1400 Michigan National Tower
Lansing MI 48933

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