



RECEIPT# 87543, STATION 1
\$50.00 RESTRICTION



LIBER 3089 PAGE 19

**DECLARATION OF RESTRICTIONS
EAGLE SPRINGS NO. 4 SUBDIVISION**

THIS DECLARATION OF RESTRICTIONS is made as of this 24th day of FEB., 2006 by Jeffrey D. Van Havel and Teresa Van Havel, Trustees, or their successors in trust, under the Jeffrey D. and Teresa Van Havel Joint Living Trust, dated November 13, 1998, of 7755 Munson Highway, Hudson, Michigan 49247 (undivided 1/2 interest), and Jerry D. Van Havel and Lisa L. Van Havel, Trustees, or their successors in trust, under the Jerry D. Van Havel Living Trust dated February 7, 1997, of 3465 Lyon Road, Mason, Michigan 48854 (undivided 1/2 interest) (collectively, "Declarant"), pertaining to the plat of the Eagle Springs No. 4 Subdivision.

WITNESSETH:

WHEREAS, Declarant is the owner of a subdivision known as Eagle Springs No. 4, legally described as follows:

EAGLE SPRINGS NO. 4, a subdivision on part of the Southeast 1/4 of Section 2 and the Northeast 1/4 of Section 11, T5S, R6E, Milan Township (conditionally transferred to the City of Milan), Monroe County, Michigan described as commencing at the Southeast Corner of said Section 2; thence N89°01'39"W (recorded as N88°58'33"W) 412.44 feet to the Southeast Corner of Eagle Springs No. 2 as recorded in Liber 20 of Plats, Pages 38 and 39, Monroe County Records; thence along the South line of Eagle Springs No. 2 N88°57'23"W 1239.29 feet (recorded as N88°58'33"W 1239.10 feet) to the point of beginning; thence S00°54'22"W 134.43 feet; thence N89°00'23"W 98.37 feet; thence S65°50'20"W 67.18 feet; thence S76°38'07"W 139.30 feet to the Easterly right-of-way line of Ann Arbor Railroad; thence along said Easterly right-of-way the following three courses: N13°21'53"W 674.22 feet; thence N81°11'10"E 19.06 feet; thence N13°23'26"W 890.52 feet; thence S89°02'11"E (recorded as S88°56'31"E) 639.55 feet along the South line of Assessor's Plat of the Village of Milan as recorded in Liber 7 of Plats Pages 48, 49, 50, and 51, Monroe County Records to the Northwest Corner of Eagle Springs as recorded in Liber 20 of Plats on Pages 29 and 30, Monroe County Records; thence along the West line of Eagle Springs and Eagle Springs No. 2 S00°02'51"E 1322.03 feet (recorded as S00°02'59"E 1322.17 feet) to the point of beginning.

WHEREAS, Declarant desires all lands within Eagle Springs No. 4 to be subject to certain land and building use restrictions as hereinafter set forth for the common benefit of all owners of lots within Eagle Springs No. 4 and the adjacent Eagle Springs No. 3 Subdivision.

NOW THEREFORE, Declarant hereby declares and establishes the following covenants, conditions, restrictions, easements, and reservations upon all lots within Eagle Springs No. 4, and upon all present and future owners and occupants of such lots, as well as lots in any Contiguous Plat(s) developed in the future (as described below) that Declarant chooses to develop within twenty (20) years from the date these Restrictions are recorded.



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**ARTICLE I
DEFINITIONS**

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

1. "Declarant" means Jeffrey D. Van Havel and Teresa Van Havel, Trustees, or their successors in trust, under the Jeffrey D. and Teresa Van Havel Joint Living Trust, dated November 13, 1998, its successors and assigns (undivided 1/2 interest), and Jerry D. Van Havel and Lisa L. Van Havel, Trustees, or their successors in trust, under the Jerry D. Van Havel Living Trust dated February 7, 1997, its successors and assigns (undivided 1/2 interest).

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

3. "Common Property" means any common areas, common facilities and equipment within the Plat. There is currently no Common Property within the Plat.

4. "Contiguous Lands" means

Part of the Northwest 1/4 of Section 11, T5S, R6E, Milan Township, conditionally transferred to the City of Milan, Monroe County, Michigan described as beginning at the Northeast Corner of said Section 11; thence along the East line of said Section 11 S00°11'33"W 666.07 feet; thence N89°00'23"W 1622.63 feet; thence S65°20'07"W 67.83 feet; thence S76°38'07"W 139.03 feet to the Easterly right-of-way of Ann Arbor Railroad; thence along said right-of-way N13°21'53"W 550.44 feet; thence N76°38'07"E 139.03 feet; thence N65°52'58"E 67.46 feet; thence S89°00'23"E 98.37 feet; thence N00°56'04"E 133.50 feet to the Southwest Corner of Eagle Springs No. 2 as recorded in Liber 20 of Plats on Pages 38 and 39, Monroe County Records; thence along the South line of Eagle Springs No. 2 S88°59'57"E 1239.22 feet (recorded as S88°58'38"E 1239.10 feet); thence S89°01'39"E (recorded as S88°58'33"E) 412.44 feet to the point of beginning.

and

Part of the Northwest 1/4 of Section 11, T5S, R6E, Milan Township, conditionally transferred to the City of Milan, Monroe



County, Michigan described as commencing at the Northeast Corner of said Section 11; thence along the East line of said Section 11 S00°11'33"W 666.07 feet to the point of beginning; thence continuing along said East line S00°11'33"W 662.12 feet to the South line of the Northeast 1/4 of the Northeast 1/4 of Section 11; thence along said line N89°03'56"W 1314.50 feet to a point on the West line of the Northeast 1/4 of the Northeast 1/4 of Section 11; thence along said line N00°09'13"E 122.47 feet; thence N89°37'48"W 388.24 feet to the Easterly right-of-way line of Ann Arbor Railroad; thence along said right-of-way line N13°21'53"W 496.85 feet; thence N76°38'07"E 139.03 feet; thence N65°20'07"E 67.83 feet; thence S89°00'23"E 1622.63 feet to the point of beginning.

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

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

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

8. "Plat" means the plat of Eagle Springs No. 4 according to the plat thereof recorded on 4-7-06 at Liber 21 of Plats, Pages 86 to 89, Monroe County Records.

9. "Phase 3 Property" means

EAGLE SPRINGS NO. 3, a Subdivision on part of the Southeast 1/4 of Section 2 and the Northeast 1/4 of Section 11, T5S, R6E, Milan Township (conditionally transferred to the City of Milan), Monroe County, Michigan described as beginning at the Southeast Corner of said Section 2; thence N89°01'39"W (recorded as N88°58'33"W) 412.44 feet to the Southeast Corner of Eagle Springs No. 2 as recorded in Liber 20 of Plats on Pages 38 and 39, Monroe County Records; thence along the East line of Eagle Springs No. 2 N00°09'53"E 1011.64 feet (recorded as 1012.33 feet) to the centerline of Allen Road; thence along said centerline S56°58'00"E 518.64 feet to the East line of Section 2; thence



along said East line S01°58'17"W 736.35 feet to the point of beginning.

10. "Phase 3 Plat" means the plat for the Phase 3 Property recorded on 3-21, 2006 at Liber 21 of Plats, Pages 78 to 80 Monroe County Records and the Declaration of Restrictions recorded on 3-31, 2006 in Liber 3085, Page 253, Monroe County Records.

**ARTICLE II
ADMINISTRATION OF RESTRICTIONS**

1. During the development stage of the Plat, the Phase 3 Plat and the Contiguous Lands, Declarant intends to retain control of the administration of these Restrictions. Once development of the Plat, the Phase 3 Plat and the Contiguous Lands is completed, or substantially completed, Declarant intends to transfer administration of these Restrictions to the Homeowners' Association. However, Declarant reserves the right to transfer administration to the Homeowner's Association at any time and Declarant further reserves the right to retain administration of any portion of these Restrictions indefinitely. Prior to any transfer to the Homeowners' Association, Declarant reserves the right to transfer or assign its rights hereunder, in whole or in part, to any other person. Successors of Declarant shall automatically accede to all rights of Declarant under these Restrictions.

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

**ARTICLE III
BUILDING AND USE RESTRICTIONS**

1. All lots shall be used for single family residential purposes only and all dwellings constructed thereon shall be occupied by no more than one family. Each house on a lot zoned R1B shall meet the following square footage requirements for living space:

- Single story home 1,200 square feet
- Two story home 1,400 square feet

N



Each house on a lot zoned R1A shall have 1,500 square feet of living space.

"Living space" under these minimum requirements shall not include the space in garages, basements, porches, or attics. Each dwelling must have at least a two car garage but no larger than a three car garage and the garage must be attached to the house.

2. Any dwelling erected on a lot is to be of a conventional design, and the exteriors of all buildings shall be of new materials. No modular, mobile, prefabricated, cement block or cinder block houses shall be allowed on any lot within the Plat.

3. Any driveways shall be constructed of concrete in accordance with the Milan City Building Code. Driveways are the responsibility of the individual lot owner and shall be completed, weather permitting, within thirty (30) days of the completion of the house.

4. All construction on a lot shall be in accordance with the Milan City Building Code and in accordance with the rules and regulations of any other controlling governmental unit or subdivision.

5. No structures other than a dwelling house and attached garage shall be constructed upon any lot, provided, however, that one tool storage shed not to exceed 12 feet by 12 feet may be erected upon each lot, provided that the exterior style and material is consistent with the dwelling.

6. All dwellings (including driveways) shall be completed within one year of issuance of a building permit through the City of Milan.

7. No lot shall be used for commercial purposes of any kind whatsoever, nor shall any sign of any kind be displayed on any lot except to advertise a house for sale.

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

9. No trailers, basements, tents, shacks, garages, barns or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

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

Not



11. Only fences of a visually porous decorative nature may be erected and only in back yards and in accordance with local ordinances. Such fences may be placed along the lot lines. Fences of a visually non-porous nature may be placed around swimming pools in accordance with local ordinances or health department requirements, but not to exceed six (6) feet in height. No fences may be erected in front yards.

12. Final lot grading is the responsibility of individual lot owners.

13. Prior to construction on any lot in the Plat all necessary permits must be obtained from the City of Milan, and/or the County of Monroe. City water and sewer services are available and it is the lot owner's responsibility to secure access to same.

14. During the construction of a house, each lot owner is responsible for keeping all mud from construction sites off the streets. Further, each lot owner is responsible for repairing any damage done to curbs, streets or drain design from construction equipment.

15. All house plans must receive written approval from the Declarant prior to the application for a building permit.

16. Easements for installation and maintenance of public utilities and drainage facilities shall be shown on the Plat. Each lot owner shall maintain the surface of easements within his property, shall keep grass cut, shall keep the area free of trash and debris and shall take such other action as may be necessary to eliminate surface erosion. Within these easements, no structure, planting or other material shall be placed which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of drainage flow within the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas of each lot and all improvements in it, including any private drainage easement in a back yard, shall be maintained continuously by the lot owner, except those improvements for which a public authority or a utility company is responsible.

17. No radio, television, or other antenna shall be permitted other than the common domestic residential antenna. If an antenna is used, it must be installed on the main residence, not on a separate pole, and it shall not extend eight feet beyond the roof line. Small dish-type antenna (not to exceed 2-feet in diameter) will be permitted.

18. All lots will be subject to city grade certification and to city stabilization policy. Final grade and lot stabilization are the individual lot owner's responsibility.

19. No trailer, boat, boat trailer, motor home, truck, recreational or commercial type vehicle of any kind whatsoever may be parked within the Plat for longer than 24 hours unless wholly enclosed within a garage.

N



20. All lots to remain as shown on the Plat and may not be split.

21. All lot owners shall install house numbers on each house at least 3½ inches tall, of a color contrasting with the background, and clearly visible from the road.

22. All lot owners shall plant at least one deciduous tree, no further from the road than the front of the house and no closer to the road than the lot line. This tree must be of a species that will be large when mature. This tree must be planted within eight months of receiving an occupancy permit, and if it should die, it must be replaced within eight months.

**ARTICLE IV
HOMEOWNERS' ASSOCIATION**

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

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

1. The costs of maintenance of any Common Property within the Plat, the Phase 3 Plat and any Contiguous Plat(s) designated by Declarant shall be spread equally among lot owners within this Plat, the Phase 3 Plat, as well as owners within the Contiguous Plat(s), under the assessment procedures and formulas established under Article VI.

2. Costs of maintenance of the Common Property shall include, but not be limited to, the cost of maintenance of entry signs within dedicated streets, the cost of all insurance carried by the Association and all related administrative expenses.

**ARTICLE VI
ASSESSMENT PROCEDURES**

1. Regular annual assessments shall be based on the total estimated cost of items covered by Article V, together with all Association expenses. If during any year the total



accumulations from the regular annual assessments are not sufficient to pay the costs to be assessed under this paragraph, supplemental special assessments may be made.

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

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

4. Declarant reserves the right to transfer any part or all of the responsibility for maintenance of the Common Property to the Homeowners' Association and upon such transfer, the Homeowners' Association shall be bound to assume the responsibility for maintenance of such items. Upon transfer, assessments for these items shall be made by the Homeowners' Association, on the bases described in this article, and the Homeowners' Association shall make determinations reserved to Declarant in this article as to the same.

**ARTICLE VII
HOMEOWNERS' ASSOCIATION FUND**

1. The Homeowners' Association shall establish and maintain the Homeowners' Association Fund.

2. Contributions to the Homeowners' Association Fund shall be made by each lot owner within the Plat and the Phase 3 Plat based on the assessment procedures established under Article VI.

3. The Homeowners' Association shall account annually to all lot owners within the Plat for receipts and expenditures from the Homeowners' Association Fund, and shall make the books and records of these funds available for inspection at reasonable times upon request.

N



4. Nothing herein shall be construed to prohibit the Homeowners' Association from investing fund monies in certificates of deposit, treasury bills or like instruments, and all interest from such investments, and any interest from any bank account into which assessments are deposited, shall inure to the benefit of the Homeowners' Association Fund.

**ARTICLE VIII
DURATION, TERMINATION AND AMENDMENT**

These Restrictions shall remain in effect for a term of fifty (50) years from the date these Restrictions are recorded and thereafter, these Restrictions shall be automatically extended for successive terms of ten (10) years each unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change the Restrictions in whole or in part.

These Restrictions may be amended by Declarant at any time until it transfers all of its rights hereunder to the Homeowners' Association. When such event occurs, or if prior to that time by recorded instrument, Declarant grants amendment powers to the Homeowners' Association, these Restrictions may then be amended by the Homeowners' Association as then constituted, by at least eighty percent (80%) of the voting members of the Homeowners' Association. The term "amend" means the modification or deletion of any restriction, or the imposition of any additional restriction. PROVIDED, HOWEVER, the Restrictions shall not be amended by the Homeowners' Association in any manner to impair any rights or obligations of Declarant.

**ARTICLE IX
PARTIAL INVALIDITY**

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

**ARTICLE X
ENFORCEMENT**

These Restrictions may be enforced and any violation thereof enjoined by Declarant as long as Declarant retains any rights hereunder, and by the Homeowners'



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ENFORCEMENT

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

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Restrictions as of the day and year first written above.

Jerry D. Van Havel, Trustee of the
Jerry D. Van Havel Living Trust dated
February 7, 1997

Lisa L. Van Havel, Trustee of the
Jerry D. Van Havel Living Trust dated
February 7, 1997

STATE OF MICHIGAN)
) ss.
COUNTY OF LENAWEЕ)

Acknowledged before me, a notary public, in Lenawee County, Michigan, on March 13, 2006 by Jerry D. Van Havel and Lisa L. Van Havel, as Trustees of the Jerry D. Van Havel Living Trust dated February 7, 1997, on behalf of said Trust.

Devon L. Vernier
Notary Public
Lenawee County, Michigan
My Commission Expires: 7-8-2006
Acting in LENAWEE County, Michigan



Jeffrey D. Van Havel

Jeffrey D. Van Havel, Trustee of the
Jeffrey D. and Teresa Van Havel Joint
Living Trust dated November 13, 1998

Teresa Van Havel

Teresa Van Havel, Trustee of the
Jeffrey D. and Teresa Van Havel Joint
Living Trust dated November 13, 1998

STATE OF MICHIGAN)
) ss.
COUNTY OF LENAWEE)

Acknowledged before me, a notary public, in Lenawee County, Michigan, on
March 13, 2006 by Jeffrey D. Van Havel and Teresa Van Havel, as Trustees of the
Jeffrey D. and Teresa Van Havel Joint Living Trust dated November 13, 1998, on behalf of said
Trust.

Devon L. Vernier

Devon L. Vernier
Notary Public
Lenawee County, Michigan
My Commission Expires: 7-8-2006
Acting in LENAWEE County, Michigan



MORTGAGEE'S CONSENT

Farmers and Merchants State Bank, a corporation duly organized and existing under and by virtue of the laws of the State of Ohio, hereby consents to the recording of the above Declaration of Restrictions.

Jerry A. Borton

Jerry A. Borton (Vice President)
Farmers and Merchants State Bank
307-11 North Defiance Street
Archbold, Ohio 43502

STATE OF OHIO)
)s.s.
FULTON COUNTY)

Personally came before me this 13th day of MARCH, 2006, Jerry A. Borton, Vice President of the above named corporation to me known to be the person who executed the foregoing instrument and to me known to be such Vice President of said corporation, and acknowledged that he executed the foregoing instrument as such officer as a free act and deed of said corporation, by its authority.

Beth A. Bay

Notary Public **Beth A. Bay**
Fulton County, Ohio **Notary Public, State of Ohio**
My Commission Expires **June 18, 2010**
My Commission Expires: _____
Acting in FULTON County, Ohio

Drafted by and after recording return to:

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

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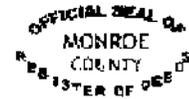
AMENDMENT

RECORDED ON 03/26/2007 04:13:47PM

GERI ALLEN - REGISTER OF DEEDS

MONROE COUNTY, MI

RECORDING: 65.00



PAGES: 18

AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS
EAGLE SPRINGS NO. 4 SUBDIVISION

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIONS is made as of this 19th day of MARCH, 2007 by Jeffrey D. Van Havel and Teresa Van Havel, Trustees, or their successors in trust, under the Jeffrey D. and Teresa Van Havel Joint Living Trust, dated November 13, 1998, of 7755 Munson Highway, Hudson, Michigan 49247 (undivided 1/2 interest), and Jerry D. Van Havel and Lisa L. Van Havel, Trustees, or their successors in trust, under the Jerry D. Van Havel Living Trust dated February 7, 1997, of 3465 Lyon Road, Mason, Michigan 48854 (undivided 1/2 interest) (collectively, "Declarant"), pertaining to the plat of the Eagle Springs No. 4 Subdivision. These Restrictions shall replace in their entirety the Declaration of Restrictions recorded on April 7, 2006 at Liber 3089, Page 19.

WITNESSETH:

WHEREAS, Declarant is the owner of a subdivision known as Eagle Springs No. 4, legally described as follows:

65.00
18

EAGLE SPRINGS NO. 4, a subdivision on part of the Southeast 1/4 of Section 2 and the Northeast 1/4 of Section 11, T5S, R6E, Milan Township (conditionally transferred to the City of Milan), Monroe County, Michigan described as commencing at the Southeast Corner of said Section 2; thence N89°01'39"W (recorded as N88°58'33"W) 412.44 feet to the Southeast Corner of Eagle Springs No. 2 as recorded in Liber 20 of Plats, Pages 38 and 39, Monroe County Records; thence along the South line of Eagle Springs No. 2 N88°57'23"W 1239.29 feet (recorded as N88°58'33"W 1239.10 feet) to the point of beginning; thence S00°54'22"W 134.43 feet; thence N89°00'23"W 98.37 feet; thence S65°50'20"W 67.18 feet; thence S76°38'07"W 139.30 feet to the Easterly right-of-way line of Ann Arbor Railroad; thence along said right-of-way the following three courses: N13°21'53"W 674.22 feet; thence N81°11'10"E 19.06 feet; thence N13°23'26"W 890.52 feet; thence S89°02'11"E (recorded as S88°56'31"E) 639.55 feet along the South line of Assessor's Plat of the Village of Milan as recorded in Liber 7 of Plats Pages 48, 49, 50, and 51, Monroe County Records to the Northwest Corner of Eagle Springs as recorded in Liber 20 of Plats on Pages 29 and 30, Monroe County Records; thence along the West line of Eagle Springs and Eagle Springs No. 2 S00°02'51"E 1322.03 feet (recorded as S00°02'59"E 1322.17 feet) to the point of beginning.

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and

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

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

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

8. "Plat" means the plat of Eagle Springs No. 4 according to the plat thereof recorded on April 7, 2006 at Liber 21 of Plats, Pages 86 to 89, Monroe County Records.

9. "Phase 3 Property" means

EAGLE SPRINGS NO. 3, a Subdivision on part of the Southeast 1/4 of Section 2 and the Northeast 1/4 of Section 11, T5S, R6E, Milan Township (conditionally transferred to the City of Milan), Monroe County, Michigan described as beginning at the Southeast Corner of said Section 2; thence N89°01'39"W (recorded as N88°58'33"W) 412.44 feet to the Southeast Corner of Eagle Springs No. 2 as recorded in Liber 20 of Plats on Pages 38 and 39, Monroe County Records; thence along the East line of Eagle Springs No. 2 N00°09'53"E 1011.64 feet (recorded as 1012.33 feet) to the centerline of Allen Road; thence along said centerline S56°58'00"E 518.64 feet to the East line of

Section 2; thence along said East line $S01^{\circ}58'17''W$
736.35 feet to the point of beginning.

10. "Phase 3 Plat" means the plat for the Phase 3 Property recorded on March 21, 2006 at Liber 21 of Plats, Pages 78 to 80, Monroe County Records and the Declaration of Restrictions recorded on March 31, 2006 in Liber 3085, Page 253, Monroe County Records.

ARTICLE II ADMINISTRATION OF RESTRICTIONS

1. During the development stage of the Plat, the Phase 3 Plat and the Contiguous Lands, Declarant intends to retain control of the administration of these Restrictions. Once development of the Plat, the Phase 3 Plat and the Contiguous Lands is completed, or substantially completed, Declarant intends to transfer administration of these Restrictions to the Homeowners' Association. However, Declarant reserves the right to transfer administration to the Homeowner's Association at any time and Declarant further reserves the right to retain administration of any portion of these Restrictions indefinitely. Prior to any transfer to the Homeowners' Association, Declarant reserves the right to transfer or assign its rights hereunder, in whole or in part, to any other person. Successors of Declarant shall automatically accede to all rights of Declarant under these Restrictions.

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

**ARTICLE III
BUILDING AND USE RESTRICTIONS**

1. All lots shall be used for single family residential purposes only and all dwellings constructed thereon shall be occupied by no more than one family. The minimum square footage of each house shall comply with the applicable zoning requirements.

2. The exteriors of all buildings shall be of new materials. No cement block or cinder block houses shall be allowed on any lot within the Plat.

3. Any driveways shall be constructed of concrete in accordance with the Milan City Building Code. Driveways are the responsibility of the individual lot owner and shall be completed, weather permitting, within thirty (30) days of the completion of the house.

4. All construction on a lot shall be in accordance with the Milan City Building Code and in accordance with the rules and regulations of any other controlling governmental unit or subdivision.

5. No structures other than a dwelling house and garage shall be constructed upon any lot, provided, however, that one tool storage shed not to exceed 12 feet by 12 feet may be erected upon each lot, provided that the exterior style and material is consistent with the dwelling.

6. All dwellings (including driveways) shall be completed within one year of issuance of a building permit through the City of Milan.

7. No lot shall be used for commercial purposes of any kind whatsoever, nor shall any sign of any kind be displayed on any lot except to advertise a house for sale.

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

9. No trailers, basements, tents, shacks, garages, barns or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

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

11. Only fences of a visually porous decorative nature may be erected and only in back yards and in accordance with local ordinances. Such fences may be placed along the lot lines. Fences of a visually non-porous nature may be placed around swimming pools in accordance with local ordinances or health department requirements, but not to exceed six (6) feet in height. No fences may be erected in front yards.

12. Final lot grading is the responsibility of individual lot owners.

13. Prior to construction on any lot in the Plat all necessary permits must be obtained from the City of Milan, and/or the County of Monroe. City water and sewer services are available and it is the lot owner's responsibility to secure access to same.

14. During the construction of a house, each lot owner is responsible for keeping all mud from construction sites off the streets. Further, each lot owner is responsible for repairing any damage done to curbs, streets or drain design from construction equipment.

15. All house plans must receive written approval from the Declarant prior to the application for a building permit.

16. Easements for installation and maintenance of public utilities and drainage facilities shall be shown on the Plat. Each lot owner shall maintain the surface of easements within his property, shall keep grass cut, shall keep the area free of trash and debris and shall take such other action as may be necessary to eliminate surface erosion. Within these easements, no structure, planting or other material shall be placed which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of drainage flow within the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas of each lot and all improvements in it, including any private drainage easement in a back yard, shall be maintained continuously by the lot owner, except those improvements for which a public authority or a utility company is responsible.

17. No radio, television, or other antenna shall be permitted other than the common domestic residential antenna. If an antenna is used, it must be installed on the main residence, not on a separate pole, and it shall not extend eight feet beyond the roof line. Small dish-type antenna (not to exceed 2-feet in diameter) will be permitted.

18. All lots will be subject to city grade certification and to city stabilization policy. Final grade and lot stabilization are the individual lot owner's responsibility.

19. No trailer, boat, boat trailer, motor home, truck, recreational or commercial type vehicle of any kind whatsoever may be parked within the Plat for longer than 24 hours unless wholly enclosed within a garage.

20. All lots to remain as shown on the Plat and may not be split.

21. All lot owners shall install house numbers on each house at least 3½ inches tall, of a color contrasting with the background, and clearly visible from the road.

22. All lot owners shall plant at least one deciduous tree, no further from the road than the front of the house and no closer to the road than the lot line. This tree must be of a species that will be large when mature. This tree must be planted within eight months of receiving an occupancy permit, and if it should die, it must be replaced within eight months.

ARTICLE IV HOMEOWNERS' ASSOCIATION

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

ARTICLE V OWNERSHIP AND MAINTENANCE OF COMMON PROPERTY

1. The costs of maintenance of any Common Property within the Plat, the Phase 3 Plat and any Contiguous Plat(s) designated by Declarant shall be spread equally among lot owners within this Plat, the Phase 3 Plat, as well as owners within the Contiguous Plat(s), under the assessment procedures and formulas established under Article VI.

2. Costs of maintenance of the Common Property shall include, but not be limited to, the cost of maintenance of entry signs within dedicated streets, the cost of all insurance carried by the Association and all related administrative expenses.

ARTICLE VI ASSESSMENT PROCEDURES

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

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

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

4. Declarant reserves the right to transfer any part or all of the responsibility for maintenance of the Common Property to the Homeowners' Association and upon such transfer, the Homeowners' Association shall be bound to assume the responsibility for maintenance of such items. Upon transfer, assessments for these items shall be made by the Homeowners' Association, on the bases described in this article, and the Homeowners' Association shall make determinations reserved to Declarant in this article as to the same.

ARTICLE VII HOMEOWNERS' ASSOCIATION FUND

1. The Homeowners' Association shall establish and maintain the Homeowners' Association Fund.

2. Contributions to the Homeowners' Association Fund shall be made by each lot owner within the Plat and the Phase 3 Plat based on the assessment procedures established under Article VI.

3. The Homeowners' Association shall account annually to all lot owners within the Plat for receipts and expenditures from the Homeowners' Association Fund, and shall make the books and records of these funds available for inspection at reasonable times upon request.

4. Nothing herein shall be construed to prohibit the Homeowners' Association from investing fund monies in certificates of deposit, treasury bills or like instruments, and all interest from such investments, and any interest from any bank account into which assessments are deposited, shall inure to the benefit of the Homeowners' Association Fund.

ARTICLE VIII DURATION, TERMINATION AND AMENDMENT

These Restrictions shall remain in effect for a term of fifty (50) years from the date these Restrictions are recorded and thereafter, these Restrictions shall be automatically extended for successive terms of ten (10) years each unless an instrument signed by a majority of the then owners of the lots within the Plat has been recorded agreeing to change the Restrictions in whole or in part.

These Restrictions may be amended by Declarant at any time until it transfers all of its rights hereunder to the Homeowners' Association. When such event occurs, or if prior to that time by recorded Instrument, Declarant grants amendment powers to the Homeowners' Association, these Restrictions may then be amended by the Homeowners' Association as then constituted, by at least eighty percent (80%) of the voting members of the Homeowners' Association. The term "amend" means the modification or deletion of any restriction, or the imposition of any additional restriction. PROVIDED, HOWEVER, the Restrictions shall not be amended by the Homeowners' Association in any manner to impair any rights or obligations of Declarant.

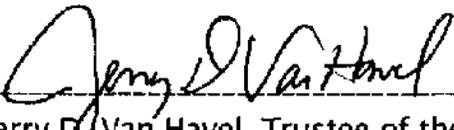
ARTICLE IX PARTIAL INVALIDITY

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

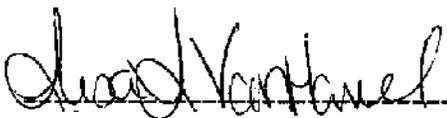
**ARTICLE X
ENFORCEMENT**

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

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Declaration of Restrictions as of the day and year first written above.



Jerry D. Van Havel, Trustee of the
Jerry D. Van Havel Living Trust dated
February 7, 1997



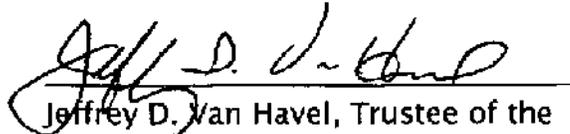
Lisa L. Van Havel, Trustee of the
Jerry D. Van Havel Living Trust dated
February 7, 1997

STATE OF MICHIGAN)
) ss.
COUNTY OF LENAWEE)

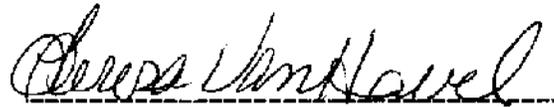
Acknowledged before me, a notary public, in Lenawee County, Michigan, on MARCH 19, 2007 by Jerry D. Van Havel and Lisa L. Van Havel, as Trustees of the Jerry D. Van Havel Living Trust dated February 7, 1997, on behalf of said Trust.



Jessica L. Jones
Notary Public
Lenawee County, Michigan
My Commission Expires: April 11, 2012
Acting in Lenawee County, Michigan



Jeffrey D. Van Havel, Trustee of the
Jeffrey D. and Teresa Van Havel Joint
Living Trust dated November 13, 1998



Teresa Van Havel, Trustee of the
Jeffrey D. and Teresa Van Havel Joint
Living Trust dated November 13, 1998

STATE OF MICHIGAN)
) ss.
COUNTY OF LENAWEE)

Acknowledged before me, a notary public, in Lenawee County, Michigan, on MARCH 19, 2007 by Jeffrey D. Van Havel and Teresa Van

Havel, as Trustees of the Jeffrey D. and Teresa Van Havel Joint Living Trust dated November 13, 1998, on behalf of said Trust.



Jessica L. Jones

Notary Public

Lenawee County, Michigan

My Commission Expires: April 11, 2012

Acting in Lenawee County, Michigan

Drafted by and after
recording return to:

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

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