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BAMBI SOMERLOTT, REGISTER OF DEEDS

**THIRD AMENDMENT AND RESTATEMENT TO THE DECLARATION OF RIGHTS AND RESTRICTIONS
THREE MEADOWS NO. 1
(LOTS 1 THROUGH 22)**

This Third Amendment and Restatement to the Declaration of Rights and Restrictions of Three Meadows No. 1 (hereinafter referred to as the **“Third Amendment and Restatement”**) dated the 15th day of May, 2017, is adopted this 7th day of Sept, 2017, by and among Vina Lee Brown, a single woman,; Gregory and Patricia Bailey, husband and wife,; Lon and Susan King, husband and wife,; Priscilla Foust, a single woman,; Lucy Moye, a single woman,; John and Ginger Mach, husband and wife,; Stephen and Lisa Otterbein, husband and wife,; Hillsdale County Intermediate School District; and the City of Hillsdale Economic Development Corporation, constituting a majority of the record fee simple title owners of the Lots constituting the Three Meadows, No. 1. This Third Amendment and Restatement to the Declaration of Rights and Restrictions of Three Meadows No.1 shall be effective when properly executed and recorded with the Hillsdale County, Michigan Register of Deeds.

WHEREAS, Vina Lee Brown (Lot 4); Gregory and Patricia Bailey (Southern ½ of Lot 16, Lot 17); Lon and Susan King (Lot 15, east 1/2 of Lot 14, Northern ½ of Lot 16); Priscilla Foust (Lot 5 and the Southern 1/3 of lot 6); Lucy Moye (Lot 13, west 1/2 of Lot 14, east 1/2 of Lot 12); John and Ginger Mach (Lot 3); Stephen and Lisa Otterbein (Lot 18, and the Eastern half of Lot 19); Hillsdale County Intermediate School District (Lots Northern 2/3 of 6, Lots 7, 8, 9 and 10); and the City of Hillsdale Economic Development Corporation (Lots 1, 2, and 11, Western 1/2 of Lot 12, the Western 1/2 of Lot 19, Lots 20, 21, and 22), collectively constitute all of the record fee simple title owners of all of the property constituting Three Meadows, No.1, a Subdivision in the City of Hillsdale, Michigan, said Plat having been recorded on the 23rd day of October, 2000, at Book of Plats, Liber 11, Pages 5 & 6, Hillsdale County Records which property is subject to certain restrictive covenants, rights and restrictions as outlined in the DECLARATION OF RIGHTS AND RESTRICTIONS THREE MEADOWS NO. 1 dated October 26, 2000, which are recorded at Liber 915, Page 159 of the Hillsdale County records; and

WHEREAS, by a Declaration of Rights and Restrictions recorded with the Hillsdale County, Michigan Register of Deeds at Liber 915, Page 159 (**“Declaration”**), certain restrictions were imposed on lots 1 through 22, inclusive, in Three Meadows No. 1, a subdivision in the City of Hillsdale, Michigan, as recorded at book of Plats, Liber 11, page 5 and 6 in the Hillsdale County, Michigan Records (**“Plat”**); and

WHEREAS, pursuant to Article VII, Section 7.2 of the DECLARATION OF RIGHTS AND RESTRICTIONS dated OCTOBER 26, 2000, the then owners of all lots within said **“Plat”** duly executed and recorded as First Amendment To Declaration of Rights And Restrictions Three Meadows No. 1, did amend said **“Declaration”** in part by document recorded at Liber 1114, Page 422 of the Hillsdale County Records; and

WHEREAS, the undersigned, who collectively constitute a majority of the record fee simple title owners of the lots within Three Meadows, No.1, by execution and recording of this document, intend to completely amend and restate in its entirety, the Rights and Restrictions applicable to the properties located within the THREE MEADOWS NO. 1 Subdivision; and

WHEREAS, the property constituting Three Meadows, No. 1 is described in the Plat of the subdivision that has been recorded at the book of Plats, Liber 11, Pages 5 and 6 of the Hillsdale County, Michigan Records (the **“Property”**); and

WHEREAS, lots nos. 1-22 inclusive, of Three Meadows Park (Private) and all of the common areas shown on Three Meadows Plat No.1 shall be hereinafter referred to as **“lots”**; and

WHEREAS, Lots nos.1-22, inclusive, in Three Meadows, No. 1 shall be hereinafter referred to as **“residential lots”**; and

WHEREAS, for purposes of the Declaration of Rights And Restrictions Three Meadows No. 1, and this Third Amendment and Restatement of said Declaration, the term **“Owner”** shall be defined as the City of Hillsdale, Michigan Economic Development Corporation, which prior to execution of this Third Amendment and Restatement of the Declaration, acquired ownership of all lots not previously sold by the original developer of the subdivision.

WHEREAS, the lot owners desire to continue the general plan for the development, improvement and use of the Property as an architecturally harmonious, high quality residential subdivision, as initially set forth in the DECLARATION OF RIGHTS AND RESTRICTIONS THREE MEADOWS NO. 1 dated October 26, 2000, and to continue and amend the restrictions upon the manner of use, improvement and enjoyment of the Property which will make the residential lots more attractive for residential purposes and will protect present and future owners of the residential lots in their use and enjoyment thereof for residential purposes; and

NOW, THEREFORE, the undersigned, who represent a majority of all of the record fee simple title owners of all of the lots constituting Three Meadows, No.1, in consideration of the enhancement in value of the "Property" by reason of the continuation and amendment of the "Declaration", do for themselves, their successors and assigns, hereby declare, covenant and stipulate that the lots in the "Property" shall be, and shall hereafter be conveyed by them, their successors and assigns, subject to the following rights and restrictions:

ARTICLE I
USE OF LAND

1.1 Each residence dwelling on a residential lot shall be used and occupied solely and exclusively for private residence purposes by a single family and such family's servants. No lot shall be used for any purpose not presently permitted under the provisions of any applicable zoning, building or other governmental ordinances, codes and regulations (the "Codes").

1.2 a. Residences designed for construction on Lots 1 thru 22 in Three Meadows Subdivision will be required to have the following minimum square footage; to wit:

- (1) One-story residences: 1,800 square feet of finished living area will be required on ground level. (Main floor)
 - (2) One and one-half story residences: 2,300 square feet of finished living area will be required with at least 1,500 square feet of finished living area required on the first floor.
 - (3) Two-story and multi-story residences: 2,400 square feet of finished living area will be required above grade level, with at least 1,200 square feet of finished living area required on the first floor.
- b. The phrase "finished living area" as used in this Section shall include in all cases areas on the first and second floor of the residence enclosed and finished for all-year occupancy computed on outside measurement of the residence. The term shall not include any garage, porch or attic finished or unfinished. No residence erected on any lot shall be more than thirty-five (35') in height.
- c. Each Residence shall include at least an attached two-car garage.

1.3 Subject to paragraph 8.7 hereof, nothing contained in this Declaration shall prevent the use of a parcel of land composed of more than a single residential lot for one (1) single-family residence dwelling.

1.4 No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever unless in conformance with the City Municipal Code and no noxious, offensive or unreasonably disturbing activity shall be conducted upon any part of the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance or which may endanger the health of owners of residential lots in the subdivision.

1.5 No well for gas, water, oil or any other substance shall at any time be erected, placed or maintained on any residential lot.

1.6 No trailer, basement, tent, shack, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence dwelling, temporarily or permanently, at the Property. No residence dwelling shall be used or occupied as a residence until the exterior thereof has been completed in accordance with the Plans approved therefor as provided under Article II hereof. Outbuildings not exceeding 150 square feet may be permitted provided such outbuilding is of similar style and material as residence dwelling. Each building must be first approved as provided under Article II hereof. Any proposed construction of an outbuilding exceeding 150 square feet must first be approved by the Architectural Control Committee.

1.7 No recreational vehicles, vans, campers, boats, or other watercraft, cars, trailers of any kind, wagons or similar or related vehicles may be parked or stored outside of any garage for a period exceeding 28 days. No commercial vehicles of greater capacity than 1.5 ton shall be parked or stored on any parcel except those making deliveries to the parcel, as a regular part of the owner of said vehicle's business. Stored vehicles are those that have not been in use for more than 28 consecutive days.

1.8 No residential lot shall be used for the storage of automobiles (other than vehicles for the personal use of owners of residential lots), trailers, scrap, scrap iron, water, paper, glass or any reclamation products or material; provided, however, that during the period a structure is being erected upon any residential lot, building materials to be used in the construction of such structure may be stored thereon, subject to the condition that any building material not incorporated in said structure within ninety (90) days after its delivery to such residential lot shall be removed therefrom, unless otherwise approved by the Architectural Control Committee. All structures must be completed by a residential lot owner within two (2) years after the date of the beginning of the construction thereof. No sod, dirt or gravel, other than that incidental to construction of approved structures, shall be removed from any residential lot without the prior written approval of the Owner, its successors and assigns.

(Original Sections 1.9 & 1.10 are hereby deleted and removed)

1.11 During the period of construction of a residence on a lot, the lot owner shall maintain a clean building site, free from debris. Said lot owner must install a stoned access area for entering into the construction area. The lot owner must also keep the street free from dirt and mud which may, at any time, erode, wash from, be tracked, transported, or driven from, or otherwise be transported from said owner's lot. No dirt or construction debris may be placed on adjacent or vacant lots. In the event the Owner determines that a construction site (including debris that may have been deposited on adjacent lots) requires cleanup, the Owner shall notify the lot owner. The lot owner shall immediately clean up the site. In the event the debris or dirt is not removed, the Owner shall have the right to clean said debris and the cost of such clean up plus 15% shall be paid by the lot owner to the Owner (or, at Owner's option the cost of such clean up shall be added to and become part of the assessment to which such residential lot is subject). During construction the lot owner shall provide a dumpster, container, or fenced area that will prevent the blowing of debris. In the event the lot owner does not supply such a container, the Owner, at Owner's option, may place a dumpster on site. The lot owner will pay to Owner the cost of such dumpster plus 15% (or, at Owner's option, the cost of such dumpster shall be added to and become part of the assessment to which such residential lot is subject)

(Original Section 1.12-1.18 are hereby deleted and removed)

1.19 A television antenna or satellite dish, not to exceed 24-inches in diameter, may be placed upon a residential lot or the residential structure of a residential lot. Installation shall be restricted to the rear of the residential lot, or to the rear of the roof ridge of the residential structure, so as to be hidden as much as possible from sight when viewed from the street, or as approved by the Architectural Control Committee.

1.20 No above ground swimming pool shall be permitted on any residential lot unless the swimming pool is portable and movable and is temporarily placed upon the residential lot and has a total water surface of less than eighty (80) square feet and a depth of less than two (2) feet, or as otherwise approved by the Architectural Control Committee with proper landscaping and screening.

(Original Section 1.21 is hereby deleted and removed)

ARTICLE II
ARCHITECTURAL CONTROL

2.1 Subsequent to the filing of the Declaration, the members of the Architectural Control Committee shall, after the Owner assigns to the Association its rights pursuant to this Section 2.1, be elected by the Association from time to time. Prior to the Owner assigning to the Association its rights pursuant to this Section 2.1, the Owner shall appoint all members of the Architectural Control Committee. The Architectural Control Committee for Three Meadows, No. 1 shall be comprised of three (3) members. Members of the Architectural Control Committee shall serve for one-year terms, or until a member's earlier resignation, incapacity or death. Members of the Architectural Control Committee may be re-elected; provided, however, that no member of the Architectural Control Committee shall serve for more than three (3) consecutive one-year terms.

2.2 Detailed drawings, plans and specifications (the "Plans") for structures and other improvements (including but not limited to basements, swimming pools, fences, walls, bridges, dams, driveways, sidewalks and other enclosures and similar devices) must be submitted to the Architectural Control Committee for examination and written approval before any erection or improvement shall be made upon any residential lot and before additions, changes or alterations may be made to any structure or other improvement then situated on a residential lot. The Plans shall show the size, location, type, architectural design, quality, cost, use, material construction and color scheme for the proposed structure or improvement and the site plan, grading plan and finished grade elevation for the residential lot and shall be prepared by a competent architect or draftsman. The Plans must be furnished to the Architectural Control Committee in sufficient numbers so that the Architectural Control Committee may retain a true copy thereof for retention with its records. The Architectural Control Committee shall approve, reject or approve with modifications all Plans within thirty (30) days after submission thereof of completed information. The failure of the Architectural Control Committee to so respond within such time period shall be deemed to be approval of the submission. Plans shall be deemed submitted when the lot owner has received a signed acknowledgment of receipt from the Owner or Architectural Control Committee.

2.3 In requiring submission of the Plans as herein set forth, the Owner contemplates the development of the Property as an architecturally harmonious and desirable residential subdivision. In approving or withholding its approval of any Plans so submitted, the Architectural Control Committee may consider the appropriateness of the contemplated improvement in relation to improvements on contiguous or adjacent residential lots, its artistic and architectural merits, its adaptability to the residential lot on which it is proposed to be constructed and such other matters as may be deemed to be in the interest and benefit of the owners of residential lots in the Property as a whole.

2.4 Any determination made by the Architectural Control Committee in good faith, shall be binding on all parties in interest.

2.5 The Architectural Control Committee shall have the sole and exclusive right to establish grades, slopes and elevations of residential lots and to fix the grade and elevation at which any structure or residence dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of the Property. The grades, slopes and elevations of all residential lots shall be established on the Plans submitted to and approved by the Architectural Control Committee. In addition, no alterations to the grades, slopes, and elevations established by the Plans shall be made in any manner which would cause a change in the flow of water to the rear or side yard catch basins on any residential lot.

2.6 The exterior finish of all residence dwellings shall be vinyl, brick, stone or wood, or such other finish as may be approved by the Architectural Control Committee. All front elevations must meet one or more of the following criteria: (a) Brick, stone or other cementitious or synthetic plaster appearing material, the minimum area (based on square footage) of which shall be determined by multiplying the length of the house (expressed in feet) by four, or (b) wood trim including fascia and corner boards. The structure shall have overhangs of not less than twelve (12) inches at the eave and not less than six (6) inches on the gable end. All residence dwellings, including the garages, shall have roofs with pitches of not less than six (6) inches of rise per one (1) foot. Asphalt or asphalt/fiberglass type shingles are required, or other such roofing material as approved by the Architectural Control Committee.

(Original Section 2.7 is hereby deleted and removed)

2.8 All residence dwellings shall have a mailbox as approved by the United States Postal Service.

2.9 Each residential lot owner shall install and construct a sidewalk on each residential lot that is owned by that lot owner and that is contiguous with one other lot which has been purchased by and is owned by an entity other than the Owner or its successor.

Sidewalks shall be installed within the later of either: (a) the completion of construction of a residence dwelling on that lot or the residential lot that is contiguous with that lot, or, (b) one (1) year following the date of closing on the sale of a residential lot that is contiguous with one other lot which has a residence dwelling thereon.

The sidewalk shall be installed within the public right-of-way adjacent to each residential lot that is owned by that lot owner and shall meet City of Hillsdale, Department of Public Services specifications. Corner lot owners shall extend such sidewalk through the public right-of-way to connect to street access areas where designated. If a residential lot owner fails to construct said sidewalk in accordance with the requirements of this paragraph 2.9, the Association (or Owner prior to establishment of Association) shall have the right, to cause said sidewalk to be constructed. In such case, the cost of such construction plus fifteen percent (15%) shall be payable upon demand to the Association (or Owner prior to establishment of Association) or shall, at the Owner's option, be added to and become a part of the assessment (as hereinafter described) to which such residential lot is subject. Owner is not responsible for any settlement of sidewalk as a result of construction of streets, underground utilities, or residence.

(Original Section 2.10 is hereby deleted and removed)

2.11 The Owner has established and prepared a master plan for the planting of trees on each residential lot, (see Exhibit B). Each residential lot owner shall plant trees in the quantities and of the types set forth on said master plan. Trees shall be placed in the center of the ten (10) foot Utility Easement as shown in Exhibit B located adjacent to the public right of way. All trees shall have trunks with a diameter of between one and one-half inches (1-1/2") and two inches (2") at twelve inches (12") above grade, and shall have balled and burlapped roots. Trees shall be planted within the earlier of (a) one (1) year following the date of closing on the sale of a residential lot to such lot owner, or (b) the completion of construction of a residence dwelling thereon. If a residential lot owner fails to plant said trees in accordance with this paragraph 2.11, the Association (or Owner prior to establishment of Association) shall have the right, to enter upon said residential lot and cause said trees to be planted. In such case, the cost of such tree planting plus fifteen percent (15%) shall be payable upon demand to the Association (or Owner prior to establishment of Association) or shall, at the option of the Association (or Owner prior to establishment of Association) be added to and become a part of the assessment to which such residential lot is subject. New landscaping shall be installed and maintained per Hillsdale Municipal Code, Sections 36-149 through 36-150 and Sections 36-711 through 36-715.

2.12 All driveway areas shall be constructed of asphalt, concrete or other such impervious material as approved by the Architectural Control Committee. Other than for purposes of providing a base for asphalt or concrete; no stone, gravel or other such pervious type material driveway shall be permitted on any lot.

(Original Section 2.13 is hereby deleted and removed)

ARTICLE III **HOMEOWNERS' ASSOCIATION**

3.1 At the discretion of the Owner, but no later than such time as the Owner no longer owns any of the residential lots in the Subdivision, there shall be created the Three Meadows, No. 1 Homeowners' Association (the "Association"). The members of the Association shall be the owners, from time to time, of all of the residential lots at the Property. Said owners or their respective heirs, executors, administrators, personal representatives, successors and assigns, and any other parties who may then be members of the Association, shall be permitted, at any time, to convey and assign all of their rights and duties hereunder to a non-profit Michigan corporation which shall thereafter act and function as the Association, and whose membership shall similarly be the owners, from time to time, of all the residential lots on the Property.

3.2 The Association shall have the following powers and rights, subject to the provisions of this Declaration, (and such further applicable restrictions as may be imposed by any subsequent plat(s) of Three Meadows) as well as other rules and regulations of general application governing the use, maintenance, cleaning, repair, replacement, insurance and upkeep of (i) the Common Areas (as hereinafter defined), and (ii) any easement areas created or reserved in this Declaration or on the recorded plat of Three Meadows, No. 1 or any subsequent plat(s) of Three Meadows, and (iii) the storm water detention facility and any other improvements, facilities,

equipment and amenities maintained by the Association and located in the Common Areas or within the public right(s)-of-way at the Property:

- (a) To elect the members of the Architectural Control Committee, in accordance with paragraph 2.1 hereof.
- (b) To promote and seek to maintain the attractiveness, value and character of the residential lots through enforcement of the terms, conditions, provisions and restrictions set forth in this Declaration, in any rules and regulations which the Association may promulgate pursuant hereto, or in any subsequent declaration(s) of Three Meadows.
- (c) To promote and seek to maintain high standards of community and neighborhood fellowship, and to provide a vehicle for voluntary social and neighborhood activities, in Three Meadows, No.1.
- (d) To represent the owners of residential lots before governmental agencies, offices and employees, and to generally promote the common interests of the residential lot owners.
- (e) To collect and dispose of funds and assessments as provided in Article IV hereof, and as may be provided in any subsequent declaration(s) of Three Meadows.
- (f) If the Association is organized and operating as a non-profit Michigan corporation, to perform all such acts and functions as are generally authorized by law to be performed by such corporations.
- (g) To acquire title from the Owner to any common areas, Three Meadows Park (Private), (the "Common Areas") which may be designated for the common use and enjoyment of residential lot owners in the recorded plat of Three Meadows, No.1 or in any other subsequent recorded plat(s) of Three Meadows.
- (h) To insure, manage, maintain, improve, clean, replace and repair the Common Areas and all improvements, facilities, equipment and/or amenities located thereon.
- (i) To maintain, repair, manage, insure, improve, clean and replace any landscaping, signage, lighting or other amenities intended for the common use and enjoyment of the residential lot owners and located within the boulevard islands, if any, the cul-de-sac islands, if any, or any other portions of the public right(s)-of-way at the Property.
- (j) To maintain, repair, manage, insure, improve, clean and replace the bikeways/walkways, if any, intended for the common use and enjoyment of the residential lot owners and the public and located within the public right(s)-of-way at the Property.
- (k) To purchase and maintain fire, casualty and liability insurance to protect the Association and its officers, trustees, managers and/or members from liability incident to the ownership, use, maintenance, repair, management, replacement and cleaning activities of the Association referred to in this paragraph 3.2; to pay all real estate, personal property and other taxes levied against the Association or any of the Common Areas; to discharge any lien or encumbrance for taxes or otherwise against the Association or its assets; and to establish reserves to pay the estimated future costs of any of the items set forth in this paragraph 3.2.
- (l) To carry out all other purposes for which it was organized; to exercise all rights which it may be granted or reserved under this Declaration; to perform all duties which it may be assigned under this Declaration; and to enforce all provisions herein and in any subsequent Declaration(s) of Rights and Restrictions of Three Meadows, and all subsequent plats thereof.

3.3 Each Member of the Association other than the Owner, its successors and assigns, shall be entitled to one (1) vote in the Association for each residential lot which such member owns. Fractional lots, (as subject to Section 8.7), shall have a vote equal to the prorated percentage of ownership. When more than one person holds an ownership interest in any residential lot, all persons holding such ownership interest shall be members of the Association and in such event the vote for such residential lot shall be exercised as

the owners among themselves determine, but in no event shall more than one vote be cast with respect to any residential lot. Where a vote is cast by one of two or more owners of any residential lot, the Association shall not be obligated to look to the authority of the member casting the vote. Notwithstanding the above, so long as the Owner holds title to any residential lot(s) in Three Meadows, No. 1 or in any subsequent plat of Three Meadows as above described, the Owner shall be entitled to five (5) votes for each residential lot owned by it.

ARTICLE IV
ASSESSMENTS OF OWNERS

4.1 Each and every residential lot and residential lot owner shall be subject to a yearly assessment in such amount as may be annually determined by the Association (or Owner prior to establishment of Association). The initial annual assessment shall be \$100.00 per residential lot, and such amount may be reasonably adjusted from year to year in the discretion of the Association (or Owner prior to establishment of Association). Fractional lots (subject to approval per Section 8.7 herein) shall be responsible for the prorated percentage of ownership multiplied by the annual assessment.

4.2 The annual assessments of residential lot owners shall be determined, levied and made on a uniform basis, with each residential lot being subject to the same yearly assessment; provided, however, that the annual assessment for residential lots owned by the Owner upon which no construction has commenced shall be 50% of the amount of the annual assessment for all other residential lots. Annual assessments for each calendar year shall be determined by the Association (or Owner prior to establishment of Association) prior to the end of the preceding calendar year, and shall be payable to the Association (or Owner prior to establishment of Association) on or before the first day of April of each calendar year for such calendar year. Further, Owner does not guarantee or make any representations regarding the sufficiency of such assessments for the purposes set forth herein.

4.3 The aforesaid annual assessments shall be applied only toward payment of reasonable costs and expenses incurred by the Association (or Owner prior to establishment of Association) in conducting, carrying out, enforcing and performing its powers, rights and functions as set forth in Article II and Article III. The Association (or Owner prior to establishment of Association) shall exercise its discretion and judgment as to the amount of its funds to be expended in connection with each of the purposes for which its funds are collected, and its discretion in reference thereto shall be binding upon all interested parties; provided, however, that the Association (or Owner prior to establishment of Association) shall not expend an amount greater than \$5,000.00 in a calendar year for any one of the purposes permitted hereunder without the approval of a majority of the members of the Association or the then existing lot owners utilizing the voting rights set forth herein. Upon demand of any residential lot owner and after payment of a reasonable charge therefore, the president, secretary or treasurer of the Association (or Owner prior to establishment of Association) shall promptly issue a certificate setting forth whether all assessments have been paid for such owner's residential lot, and, if not, the total amount of any unpaid assessments. Any such certificate stating that all assessments have been paid shall be conclusive evidence of such payment.

4.4 The Association (or Owner prior to establishment of Association) shall have a perpetual lien upon the residential lots to secure the payment of the annual assessments and such other assessments or charges as may be owed pursuant to the terms of this Declaration and each such assessment shall also be the personal obligation of the owner or owners of each residential lot at the time when the assessment becomes due. The lien of the annual assessments shall arise against each residential lot on the first day of the year in which it is due and shall be prorated between the owners of parts of residential lots in accordance with the proportion which the area of each part of a residential lot to which each owner holds record title bears to the total area of the residential lots against which the annual assessment is made. In the event of a failure to make payment of the annual assessment within sixty (60) days of its due date, the lien for said charge may be recorded by filing in the office of the Register of Deeds of Hillsdale County, Michigan a "Notice of Lien" in substantially the following form:

NOTICE OF LIEN

Notice is hereby given that the Three Meadows Plat _____ Homeowners' Association claims a lien for unpaid annual assessments for the years _____ in the amount of \$ _____ against the following described premises:

(Insert Legal Description)

HOMEOWNERS' ASSOCIATION

By _____

STATE OF ())
)SS:
COUNTY OF ())

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, the _____ of Three Meadows Plat _____ HOMEOWNERS' ASSOCIATION, a Michigan corporation, on behalf of the corporation.

Notary Public

4.5 In the event any of said annual assessments are not paid when due, the Association (or Owner prior to establishment of Association) may, when and as often as such delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of said lien, or otherwise, and in such event, shall be entitled to recover and have and enforce against each residential lot a lien and judgment for its resulting costs and expenses (including court costs and reasonable attorney fees) involved in the collection thereof. No owner may waive or otherwise escape liability for the annual assessments provided for herein by abandonment of such owner's residential lot or for any other reason. The lien of said assessments shall be subordinate to the lien of any first mortgage. Sale or conveyance of any residential lot shall not affect the assessment lien, or relieve the residential lot from liability for any assessments or from the lien thereof; provided, however, that the sale or conveyance of any residential lot pursuant to foreclosure of a first mortgage shall extinguish the lien of such assessment as to payments which became due prior to such sale or conveyance.

ARTICLE V
EASEMENTS

5.1 The Association (or Owner prior to establishment of Association) reserves the exclusive right to grant consents, easements and right(s)-of-way for the construction, operation, maintenance, repair and replacement of electric light, electrical transmission, natural gas transmission, cable television, telephone and telegraph poles, wires and conduits, including underground facilities, and for drainage and storm and sanitary sewers on, over, below or under all of the areas designated with the words "Easement", "Utility Easement", "Drainage Easement", "Sanitary Easement", "Fence Maintenance, and Landscaping Easement", "Common Area", "Three Meadows Park, (Private)", or with words of similar import, on the plat of Three Meadows, No. 1, and along and upon all highways and right(s)-of-way now existing or hereafter established and abutting all the lots in Three Meadows, No. 1. The Association (or Owner prior to establishment of Association) also reserves to itself and to its successors and assigns, the right to go upon or permit any public or quasi-public utility company to go upon the lots from time to time to install, maintain, repair, replace and remove such equipment and facilities, and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment and facilities. No structures or any part thereof shall be erected or maintained over or upon any part of the areas designated on the Three Meadows, No. 1 as "Easement", "Utility Easement", "Drainage Easement", "Sanitary Easement", "Fence Maintenance, Landscaping and Anti-Vehicular Access Easement" and "Common Area" or with words of similar import; provided, however, that this prohibition shall not be applicable to driveways, fences, hedges, sidewalks and other non-structural items.

5.2 No owner of any residential lot in Three Meadows, No. 1 shall have the right to reserve or grant any easements or right(s)-of-way upon or over any of the residential lots in Three Meadows, No. 1 without the prior written consent of the Association (or Owner prior to establishment of Association), its successors and assigns, and in accordance with the Land Division Act.

5.3 The Owner reserves to itself, and to its successors and assigns, the exclusive right to extend any of the public right(s)-of-way in to any Adjacent Property that may be made the subject of a subsequent plat or plats as an extension of Three Meadows, No. 1 or to any other adjoining property owned by the Owner.

ARTICLE VI
COMMON AREAS: ETC

6.1 Each member of the Association, in common with all other members of the Association as owners of residential lots, shall have the right to use the Common Areas at the Property for all purposes incident to the use and occupancy of such member's residential lot as a place of residence and other incidental uses including the non-exclusive easement together with other residential lot owners to the use and enjoyment of the Common Areas for such other incidental uses as are set forth in this Article VI. All members shall use the Common Areas in such manner as will not restrict, interfere with or impede the use thereof by other members of the Association.

6.2 The boulevard islands, if any, and cul-de-sac islands, if any, located throughout the Property, although contained within the public right-of-way, are intended to be treated as if such boulevard islands and cul-de-sac islands are part of the Common Areas. Said boulevard islands and cul-de-sac islands shall contain landscaping and/or signage which shall be maintained and replaced, from time to time, by the Association (or Owner prior to establishment of Association).

6.3 No owner of any residential lot shall permit any discharge or erosion of soil, dirt, chemicals, sediment or other materials from such owner's residential lot into the Pond, into any of the Drainage Easement areas shown on the Three Meadows, No. 1 or into any other pond, lake or body of water on or adjacent to the Property, the Adjacent Property or any other adjoining property, whether before, during or after the construction of any structure or residence dwelling on such residential lot. In addition, under no circumstances should the owner of any residential lot have the right to diminish, control or affect the level, volume or amount of water in the Pond by means of irrigation or otherwise.

6.4 In the event the Owner elects to construct a pond, the owners of residential lots shall not have any right to use the Pond for recreational purposes and such use shall be strictly prohibited, unless otherwise provided by the Association (or Owner prior to establishment of Association). Any necessary maintenance of the Pond shall be the responsibility of the Association (or Owner prior to establishment of Association). No power boats, motor boats, electric motors, gasoline-powered motors or other motors of any kind shall be permitted on the Pond. Reasonable rules and regulations governing the use of the Pond may be promulgated from time to time by the Owner, its successors and assigns, and/or the Association, and such rules and regulations shall be strictly observed by all residential lot owners.

6.5 The Owner, its successors and assigns, shall have the right, at any time and from time to time to convey fee simple title to all or any portion of the Common Areas to the Association, and in such instance, the Association shall be required to accept delivery of a quit-claim deed for such purpose. At such time as the Owner, its successors or assigns, executes and records with the Hillsdale County Register of Deeds a document declaring such merger, the Association shall become part of and merge into the Three Meadows, No. 1 Homeowners' Association and all rights and obligations held by the Association hereunder shall merge into and become part of the joint rights and obligations of the Three Meadows Homeowners' Association. Such merger shall, effective concurrently therewith, be deemed a partial amendment to this Declaration and to the Three Meadows, No. 1 Declaration of Rights and Restrictions to the extent necessary to require the context hereof to read consistent with the intent of this Declaration including, but not limited to, amending the name of Three Meadows, No. 1 Homeowners' Association to the term "Association" as it appears in the Declaration of Rights and Restrictions for Three Meadows, No. 1. In addition, at the time of such merger, the Association members for all Three Meadows Plats subject to such merger shall have equal rights to use and obligations to maintain the common areas contained in all Plats of Three Meadows subject to such merger. The Owner, its successors or assigns, may by similar action and upon similar terms, merge any subsequent Three Meadows Plat Homeowners' Association(s) into any previous Homeowners' Associations.

6.6 Notwithstanding the provisions of paragraph 3.2 and any designation of Common Areas on Three Meadows, No. 1 or any plat of the Adjacent Property, neither the Association nor any owner of any residential lot shall have any ownership interest in or any right to control the use or development of any such Common Areas unless and until the Owner shall convey such Common Areas to or for the benefit of the Association. Thereafter, the owners of the residential lots at the Property shall have only those rights with respect to the Common Areas as are granted them hereunder and under the Articles and Code of Regulations, if any, of the Association.

6.7 In connection with the development and platting of Three Meadows, No. 1, the Owner has granted or will grant certain public utility and storm drainage easements to the City of Hillsdale over portions of the areas designated on Three Meadows, No. 1 as "Private Easement for Public Utility & Storm Drainage" and "Private Easement for Storm Drainage" or with words of similar import. Included in the areas subject to these drainage easements may be the Pond, ravines, ditches, and any other bodies of water located on the Property and/or on the Adjacent Property, and the associated storm outlets and overflow lines, lake level control lines, storm sewer outflow lines outside the roadway rights of way, and storm water discharges from the storm drainage system (collectively, the "Drainage Facilities"). The Drainage Facilities comprise part of the drainage system for the entire Three Meadows and Adjacent Property. The Drainage Facilities shall be kept clear and free of debris and otherwise maintained (as determined by the City Engineer, or otherwise) by the Association (or Owner prior to establishment of Association), from time to time. In this regard, all residential lots shall be subject to drainage maintenance assessments in the event that, and at such time as, the City of Hillsdale Engineer determines that the Association (or Owner prior to establishment of Association) is not properly maintaining the Drainage Facilities, in which case the amount and method of assessment shall be determined by the City of Hillsdale. In such event, no part other than the residential lot owners shall have any liability or responsibility for maintenance of the Drainage Facilities or for any assessments or costs relating thereto.

ARTICLE VII
DURATION OF RESTRICTIONS: AMENDMENTS

7.1 This Declaration shall run with the land and shall be binding upon the Owner and all owners of residential lots, and all persons claiming under or through any one or more of them until December 31, 2025, at which time this Declaration shall be automatically extended for successive periods of ten (10) years.

7.2 This Declaration may be amended prior to December 31, 2025 with the written approval of the then owners of not less than 70% of the votes of the owners of all residential lots as determined under Section 3.3, which amendment shall become effective from and after the filing with the Register of Deeds of Hillsdale County of an instrument stating the amendment and signed by all approving residential lot owners with the formalities required by law. This Declaration may be terminated as of December 31, 2025, and may be amended or terminated thereafter with the written approval of the owners of not less than 50% of the votes of the owners of all residential lots upon the filing of an instrument as aforesaid with the Book of Deeds, Hillsdale County Records.

ARTICLE VIII
ENFORCEMENT OF RESTRICTIONS: OTHER MATTERS

8.1 Any violation or attempt to violate any of the covenants, agreements or restrictions herein while the same are in force shall be unlawful. The Owner, the Architectural Control Committee, the Association or any person or persons owning any residential lot may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such covenant, agreement or restriction to prevent him or them from so doing, to cause the removal of any violation and/or to recover damages for such violation or attempted violation.

8.2 Invalidation of any of the covenants, agreements or restrictions herein contained by judgment or court order, or amendment hereof by act of the owners of residential lots, shall not affect any of the other provisions contained in this Declaration, which shall remain in full force and effect

8.3 All transfers and conveyances of each and every lot in Three Meadows, No. 1 shall be made subject to this Declaration.

8.4 Any notice required to be sent to any owner of a residential lot in Three Meadows, No. 1 or to the Owner or to the Architectural Control Committee or to the Association shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as such owner or to the Owner or to any member of the Architectural Control Committee or to the Association as such address appears on the applicable public records or on the records of the Association or on the records of the Architectural Control Committee or on the records of the Association.

8.5 The rights, privileges and powers: granted by this Declaration to, and/or reserved by, the Owner shall be freely assignable and shall inure to the benefit of the successors and assigns of the Owner.

8.6 The Owner, its successors and assigns, or the Association, as the case may be, shall have the right to construe and interpret this Declaration, and such construction or interpretation, in good faith, shall be final and binding as to all persons and property benefitted or bound hereby.

8.7 No owner of any residential lot shall subdivide the same or convey less than the whole of any residential lot without first obtaining the written consent of the Owner, its successors and assigns, or the Association, and such subdivision shall be in conformance with the city subdivision and zoning ordinances and Section 263 of the State Land Division Act.

8.8 No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

8.9 Each residential lot owner, by acceptance of a deed to a residential lot, agrees and consents and shall be deemed to agree and consent that if, in the opinion of the Owner, its successors and assigns, the shape of, dimensions or topography of the residential lot upon which a residence dwelling or other improvement is proposed to be made, is such that a strict construction or enforcement of the building lines as shown on Three Meadows, No. 1, or of the yard requirements stated herein or of any other provision of this Declaration would work a hardship, the Owner, its successors and assigns, shall be permitted to modify this Declaration in writing, as to such residential lot(s) so as to permit the erection of such residence dwelling or the making of the proposed improvements. The Owner, its successors and assigns, shall not be limited in its exercise of its aforesaid right to modify this Declaration by reason of the fact that it may be the owner and/or builder for whose benefit such modification is granted.

8.10 In the event of a material change in conditions or circumstances from those existing at the time this Declaration is adopted which would cause the enforcement of this Declaration to become a hardship upon any of the owners of residential lots, or which would cause this Declaration to cease being beneficial to the owners of such residential lots, the Owner, its successors and assigns, after receiving the written approval of the owners of not less than 70% of the votes of the owners of all residential lots, may modify this Declaration so as to remove the hardship or to otherwise benefit the affected residential lot owner. The provisions of this paragraph 8.10 shall not be construed as a limitation upon the right of the Owner to modify the provisions of this Declaration as provided in paragraph 8.9 nor shall it limit the provisions of Article VII hereof.

8.11 The Architectural Control Committee may consider requests from lot owners for exceptions to the strict enforcement of the restrictions or requirements set forth in this Declaration of Rights and Restrictions or any amendments thereto, and in reviewing such requests, may consider whether the proposed deviation is consistent with the overall architectural scheme of the subdivision, and whether the requested exception will have a negative impact on either the overall subdivision or the neighboring property owners. The Architectural Control Committee shall schedule and provide notice of a meeting regarding any recommended exception to all of the Lot Owners of property within the subdivision who shall vote upon the request, which shall only be granted if not less than 70% of the votes of the owners of all residential lots as determined under Section 3.3 are cast in favor of approving the recommended request for exception.

8.12 By acceptance and recording of a deed to a residential lot in Book of Deeds, Hillsdale County Records, each residential lot owner shall be deemed to have acknowledged and agreed that there are no representations, express or implied, by the Owner or the Association with respect to the merchantability, fitness or suitability of the Property for the construction of residences, with respect to any improvements on the Common Areas (whether or not constructed by the Owner) or otherwise with respect to Three Meadows,

No. 1 other than as expressly stated in writing (a) by the Owner to the residential lot owner, (b) in this Declaration; or (c) in the Articles of Incorporation or Code of Regulations (if any) of the Association and each residential lot owner, by the acceptance and recording of a deed to a residential lot, hereby releases the Owner from any liability with respect thereto. Furthermore, the Owner is under no obligation or duty to inspect, maintain or otherwise care for property designated as Common Area, any equipment erected or maintained thereon nor any easement over any Common Area, and the owners of residential lots hereby release and indemnify the Owner, to the fullest extent permitted by law, of and from any and all losses sustained, whether arising in tort or otherwise, on the Common Area(s). In addition, the trustees, officers, employees and agents of the Association are hereby released and indemnified by the Association to the fullest extent permitted by law for their actions taken on behalf of the Association, including actions taken under this Declaration.

8.13 In the event that there shall be any conflicts, contradictions or inconsistencies between the provisions of this Declaration and any rules and regulations adopted or enacted by the Association, the provisions of this Declaration shall take precedence, govern and control.

8.14 As used in this Declaration, the term "owner" shall be defined to mean the record title owner.

IN WITNESS WHEREOF, the undersigned, constituting the majority of the owners of Lots in the Three Meadows No. 1 Subdivision, have caused this **THIRD AMENDMENT AND RESTATEMENT TO THE DECLARATION OF RIGHTS AND RESTRICTIONS OF THREE MEADOWS, NO. 1** to be executed on their behalf this 7th day of Sept., 2017.

Dated: 8-14-17

Vina Lee Brown
Vina Lee Brown

STATE OF MICHIGAN)
)SS
County of Hillsdale)

On this 14th day of August, 2017, before me a Notary Public in and for said County personally appeared Vina Lee Brown and made oath that she has read the foregoing Third Amendment and Restatement to the Declaration of Rights and Restrictions Three Meadows No. 1 (Lots 1 Through 22) by her subscribed and know the contents thereof, that the same is true of her own knowledge, except as to those matter stated to be on their information and belief, and as to those matters she believes them to be true.

John P. Lovinger
John P. Lovinger, Notary Public
Hillsdale County, Michigan
My Comm. Expires: 03/11/2018



Dated: 8/15/17

Gregory J Bailey
Gregory Bailey

Dated: 8/15/17

Patricia Bailey
Patricia Bailey

STATE OF MICHIGAN)
)SS
County of Hillsdale)

and
Patricia Bailey

On this 15th day of August, 2017, before me a Notary Public in and for said County personally appeared Gregory Bailey and made oath that ~~they have~~ read the foregoing Third Amendment and Restatement to the Declaration of Rights and Restrictions Three Meadows No. 1 (Lots 1 Through 22) by ~~them~~ subscribed and know the contents thereof, that the same is true of ~~their~~ own knowledge, except as to those matter stated to be on their information and belief, and as to those matters ~~↓~~ believe ~~them~~ to be true.

they

~~John P. Lovinger~~ Notary Public
Hillsdale County, Michigan
My Comm. Expires: 03/11/2018

Kelly Hodshire

KELLY S. HODSHIRE
NOTARY PUBLIC, STATE OF MI
COUNTY OF HILLSDALE
MY COMMISSION EXPIRES Jul 27, 2019
ACTING IN COUNTY OF Hillsdale



Dated: 7/24/17

Lon King
Lon King

Dated: 7/24/17

Susan King
Susan King

STATE OF MICHIGAN)
)SS
County of Hillsdale)

and Susan King

On this 24 day of July, 2017, before me a Notary Public in and for said County personally appeared Lon King and made oath that ^{they} have read the foregoing Third Amendment and Restatement to the Declaration of Rights and Restrictions Three Meadows No. 1 (Lots 1 Through 22) by ~~them~~ subscribed and know the contents thereof, that the same is true of ~~their~~ own knowledge, except as to those matter stated to be on their information and belief, and as to those matters ^{they} believe them to be true.

John P. Lovinger
John P. Lovinger, Notary Public
Hillsdale County, Michigan
My Comm. Expires: 03/11/2018

KRISTA L. MILLER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF HILLSDALE
My Commission Expires January 30, 2022

Dated: 08-07-17

Priscilla Foust
Priscilla Foust

STATE OF MICHIGAN)
)SS
County of Hillsdale)

On this 7th day of August, 2017, before me a Notary Public in and for said County personally appeared Priscilla Foust and made oath that she has read the foregoing Third Amendment and Restatement to the Declaration of Rights and Restrictions Three Meadows No. 1 (Lots 1 Through 22) by her subscribed and know the contents thereof, that the same is true of her own knowledge, except as to those matter stated to be on their information and belief, and as to those matters she believes them to be true.

~~John P. Lovinger, Notary Public
Hillsdale County, Michigan
My Comm. Expires: 03/11/2018~~

Kelly S Hodshue

KELLY S. HODSHIRE
NOTARY PUBLIC, STATE OF MI
COUNTY OF HILLSDALE
MY COMMISSION EXPIRES Jul 27, 2019
ACTING IN COUNTY OF Hillsdale

Dated: 8-3-17

John Mach
John Mach

Dated: 8/3/2017

Ginger Mach
Ginger Mach

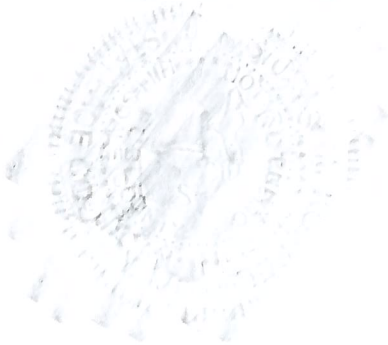
STATE OF MICHIGAN)
)SS
County of Hillsdale)

and Ginger mach


On this 3rd day of August, 2017, before me a Notary Public in and for said County personally appeared John Mach and made oath that ^{they} ~~have~~ read the foregoing Third Amendment and Restatement to the Declaration of Rights and Restrictions Three Meadows No. 1 (Lots 1 Through 22) by ~~them~~ subscribed and know the contents thereof, that the same is true of ~~their~~ own knowledge, except as to those matter stated to be on their information and belief, and as to those matters ~~↓~~ ^{they} believe them to be true.

John P. Lovinger, Notary Public
Hillsdale County, Michigan
My Comm. Expires: 03/11/2018

Jessica S. Hamilton
JESSICA S HAMILTON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF HILLSDALE
My Commission Expires April 6, 2023



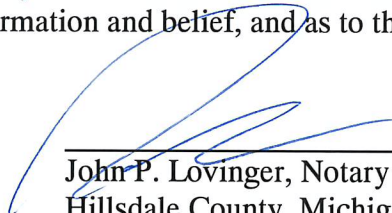
Dated: 7/21/17



City of Hillsdale Economic
Development Corporation
By: Dean Affholter, Chairman

STATE OF MICHIGAN)
)SS
County of Hillsdale)

On this 21st day of July, 2017, before me a Notary Public in and for said County personally appeared City of Hillsdale Economic Development Corporation by ~~Dean Affholter~~ and made oath that he has read the foregoing Third Amendment and Restatement to the Declaration of Rights and Restrictions Three Meadows No. 1 (Lots 1 Through 22) by him subscribed and know the contents thereof, that the same is true of his own knowledge, except as to those matter stated to be on their information and belief, and as to those matters he believes them to be true.



John P. Lovinger, Notary Public
Hillsdale County, Michigan
My Comm. Expires: 03/11/2018

