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STATE OF MICHIGAN - CALHOUN COUNTY
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ANNE B. NORLANDER - CLERK/REGISTER OF DEEDS

RECEIPT# 42785, STATION 8
\$59.00 DEED



LIBER 3127 PAGE 44

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CLERK REGISTER
CALHOUN COUNTY, MICH.
ANNE B. NORLANDER

The Ridge at Cedar Creek DECLARATION OF COVENANTS AND RESTRICTIONS

Statement of Purpose

The Ridge at Cedar Creek, a condominium developed pursuant to Calhoun County Condominium Subdivision Plan No. 63, and located in the City of Battle Creek, Michigan, (the "Condominium") has been created by the Developer, Summit Development Group, Inc., whose address is 1050 W. Columbia Avenue, Battle Creek, Michigan 49015, with the intention that it will provide building sites (identified in the condominium documents as "Units" and referred to herein as "Units" or "Unit" "Lots" or "Lot") which will accommodate single family residences in an open space environment. The Developer has adopted the Covenants and Restrictions recited in this document to ensure that dwellings constructed in The Ridge at Cedar Creek will be of a quality and a character so as to be representative of an enclave of first quality dwellings. All Lots in The Ridge at Cedar Creek are subject to these Covenants and Restrictions. Lot Owners must understand and adhere to these Covenants and Restrictions. The Developer has appointed an Architectural Review Committee ("ARC") which has sole authority for interpretation, modification and enforcement of the Covenants and Restrictions. The Ridge at Cedar Creek is a contractible condominium, as disclosed in the Master Deed. To the extent that Lots are withdrawn from the Condominium, they may not be subject to these Covenants and Restrictions. The ARC has authority to deviate from the Covenants and Restrictions.

Purpose:

1. These Covenants and Restrictions are imposed upon the property to insure its development under a common plan and scheme whether in one or more phases as an open space residential condominium community and upon any additional property included within the same plan and scheme of development:
 - a) To insure the proper use and appropriate development and improvement of each Lot thereof;
 - b) To protect the owners and occupants of the Lots against such improper use of surrounding building sites as will depreciate or adversely affect the value of their property;



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- c) To guard against the erection of structures built of improper or unsuitable material;
 - d) To insure timely adequate and reasonable development of the property;
 - e) To encourage the erection of attractive improvements thereon at appropriate locations thereof on Lots;
 - f) To prevent haphazard or inharmonious improvements on Lots;
 - g) To secure and maintain proper set backs from streets and in general, to provide a high quality of improvements upon the property of the orderly development and efficient maintenance thereof consistent with the intent and objectives of these Covenants and Restrictions.

Plan and Site Approval:

2. No improvement shall be commenced upon the property or any Lot until complete plans for the improvement have been first submitted to and approved in writing by the ARC. The plans shall describe the construction of the improvement in detail by showing the location, nature, kind, size, height, configuration, construction materials, color schemes, architectural design, parking area, landscaping, and any other information required by the ARC. The plans shall include grading plans, landscaping plans, a site plan, complete architectural drawings, including a floor plan, elevations, wall sections, specifications, mechanical and electrical drawings and all other plans necessary to construct and obtain a building permit for the improvement. All plans shall be in harmony with the architectural and aesthetic scheme established by the ARC for the Condominium and consistent with the generally accepted standards for the residential development.

Uses:

3. No Unit in the Condominium shall be used for other than single family residential purposes and the Common Elements shall be used only for purposes consistent with the use of single family residences.

4. All Lots within the development shall be limited to single family residential Units.

Building Construction:

5. Single-family residential Units which are one story shall not be less than two thousand (2,000) square feet. Single-family residential Units which are two-story dwellings shall not be less than two thousand three hundred (2,300) square feet.



6. Single-family dwelling Units shall be constructed with a 2-car, attached garage.

7. Each dwelling Unit shall be constructed with a roof pitch of not less than 6/12; provided, however, the ARC may, in its sole discretion, give prior written approval to roof pitches of less than 6/12 for limited portions of the dwelling on a Unit upon the written request of an owner. Further, the front (street facing) exterior wall shall be faced with brick, stone or other decorative masonry of an area of not less than 10 percent of the facing wall exclusive of doors and windows.

8. Each Unit shall have a paved driveway extending from the street to the garage (as closed) which shall be not less than 20 feet in width at the street intersection.

9. Construction of any building or other improvement shall be completed within six (6) months after the date of commencement of construction; provided, however, the ARC, in its sole discretion, may permit extension(s) of the time to complete the construction in one (1) month increments, up to a maximum of three (3) such extensions so as not to exceed a total of three (3) additional months. Landscaped areas disturbed by construction must be restored within two (2) months of completion of construction of any building or other improvement. Any soil or dirt required to be removed from any Unit in the Condominium and all excess dirt shall be removed from the Condominium under the direction of the ARC unless the ARC otherwise directs.

10. Any building or other improvement upon any Unit must be constructed by the builder designated by the Developer, currently Summit Investment Group, Inc. Developer may designate in writing a different builder from time to time.

11. No dwelling Unit constructed in the Condominium shall contain more than four (4) bedrooms.

Restricted Uses:

12. Risers with manholes (for service) and covers shall be constructed on each septic tank upon any Unit.

13. No free standing or accessory buildings shall be constructed upon any Unit without the prior written approval of the ARC. The architecture of any such building shall be consistent with the dwelling on the Unit. The roof of any such building shall be shingled with materials approved by the ARC. No such building shall be placed in a location which obstructs the view from the dwelling on another Unit. The square footage of such building shall not exceed 60% of the square footage of the dwelling on the Unit. Only one such building may be constructed on a Unit including an aggregate parcel considered as one Lot under Section 17. No pole barns shall be constructed on a Unit.



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14. No line, parameter or partition, fences, etc. shall be erected upon any Unit, nor shall any dog pen, dog run, dog house or other similar exterior enclosure be erected upon any Unit.

15. No resident or guest of a resident shall have or house upon any Unit pets which are penned or regularly kept outside of the Unit.

16. Any Unit which is rented or leased shall not be occupied by more than 4 persons as regular occupants. Guests not exceeding fourteen (14) days shall not be counted in the number of occupants. Guests in excess of fourteen (14) days shall be treated as occupants subject to the foregoing limit. In addition, no more than 2 vehicles shall be permitted to be retained on any Unit which is rented or leased.

17. The boundaries between Units shall not be relocated, except that the boundary between two interior Units of the Condominium may be relocated by the Owners of the adjoining Units, subject to the prior written consent of the ARC and an affected mortgagee, in which case the aggregate parcel of each Unit Owner shall thereafter be considered as one Unit for the purposes of these covenants. An amendment to the Condominium Documents shall reflect the reallocation as between the Units involved of the aggregate undivided interest in the common elements appertaining to those Units. An amendment to the Condominium Documents shall reflect a proportionate reallocation of liability for expenses of administration and rights to receipts of administration between the Units involved.

18. No structure of a temporary character, trailer, camper, basements, tent, shack, barn, garage or other out building shall be used on any Lot at any time as a residence either temporarily or permanently.

19. No underground utility lines shall be constructed or located within areas designated as active or reserve septic systems areas.

20. No Unit in the Condominium shall be subdivided.

Hazardous Substances:

21. Lot owners or occupants shall not cause or permit any hazardous or toxic material or substances to be released, brought upon, stored, produced, emitted, disposed of or used upon or at The Ridge at Cedar Creek without the prior written consent of the ARC.

Restrictions:

22. An Owner may lease his dwelling Unit for the same purposes set forth in paragraph 3; provided that written disclosure of such lease transaction is submitted to the Board



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of Directors of The Ridge at Cedar Creek Association (the "Board of Directors") in the same manner as specified in paragraph 31, with the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure of a deed or other arrangement in lieu of foreclosure. No Owner shall lease less than an entire Unit in the Condominium. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the condominium documents. The Developer may lease any number of Units in the Condominium in its discretion.

23. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, limited or general, nor shall anything be done which may be or become an annoyance or a nuisance to the Owners of the condominium, nor shall any unreasonably noisy activity be carried on in any Unit or on the Common Elements. No Owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of The Ridge at Cedar Creek Condominium Association (the "Association") and each Owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

24. Animals, livestock or poultry may not be raised, bred or kept at the Condominium except dogs, cats or other small household pets, subject to the following prohibitions, conditions and clarifications:

- a) Dogs, when out of the house, must be amicable, well-behaved and under control and they must be on a leash. It is the dog owner's responsibility to immediately clean up any of the dog's droppings while anywhere in the Condominium. It is the responsibility of the owner of any dog to ensure that its barking cannot be heard on a frequent or continuing basis by other Unit owners or occupants.
- b) Snakes and rodents are not permitted. Parrots, macaws or other exotic talking birds are not permitted if acquired originally from the wild.
- c) Chimpanzees, monkeys or similar creatures are not permitted and shall not be kept in the Condominium.
- d) The right to keep any pet shall be deemed a license, which is revocable at any time by the Association.
- e) No wild animal of any sort shall be kept at the Condominium.
- f) No wild animal (including birds, reptiles, etc.) shall be killed at the Condominium.



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25. Sidewalks, yards, courtyards, landscaped areas, driveways, roads, storm water retention areas, parking areas and porches shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches may be left unattended on or about the Common Elements. Use of any recreational facilities in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted regulations. Rain gardens and the plantings therein shall remain intact and not be altered, removed or replaced by an Owner or the Owner's agents.
26. No house trailer, commercial vehicles, camping vehicles, camping trailers, snowmobiles or snowmobile trailers may be parked or stored upon the premises of the Condominium unless parked in garages. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. In no event shall inoperable vehicles be permitted to be stored or parked on the Condominium premises.
27. No Owners shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his family of any firearms, air rifles, pellet guns, BB guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium.
28. No signs or other advertising devices shall be displayed which are visible from the exterior of a dwelling Unit or on the Common Elements, including "For Sale" signs, without written permission from the Association.
29. Reasonable regulations consistent with the Condominium Act, the Master Deed, and the Condominium Bylaws, concerning the Condominium or the use of the Common Elements including but not limited to the open spaces and paths, may be made and amended from time to time by the Board of Directors, including the first Board of Directors (or its successors elected by the Developer prior to the First Annual Meeting of the entire Association held as provided in the Condominium Bylaws). Copies of all such regulations and amendments shall be furnished to all Owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all Owners in number and in value.
30. The Association or its duly authorized agents shall have access to each Unit and any limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any limited Common Elements appurtenant thereto at all times without



notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit.

31.

a) An Owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least ten (10) days before leasing a Unit and shall use the lease form approved by the Board of Directors.

b) Tenants or non Owner occupants shall comply with all of the condominium documents of the Condominium and all leases and rental agreements shall so state. A signed copy of the completed lease form shall be provided to the Association prior to occupancy of the Unit by the tenant.

c) If the Association determines that the tenant or non Owner occupant has failed to comply with the conditions of the condominium documents, the Association shall take the following action:

(1) The Association shall notify the Owner by certified mail advising him of the alleged violation by the tenant.

(2) The Owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(3) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non Owner and tenant or non Owner occupant for breach of the conditions of the condominium documents. The relief set forth in this section may be by summary proceeding. The Association may hold both the tenant and the Owner liable for any damages caused by the Owner or tenant in connection with the Condominium, and the costs and expenses, including reasonable attorney fees, incurred by the Association in pursuing its remedies under this Section 31.

d) When an Owner is in arrearage to the Association for assessments, the Association may send written notice of the arrearage to a tenant occupying an Owner's Unit under a lease or rental agreement and the tenant, after receiving the notice shall deduct from rental payments due the Owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant.



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32. No unsightly condition shall be maintained upon any patio or deck and only furniture and equipment consistent with ordinary patio or deck use shall be permitted to remain there during seasons when patios or decks are reasonably in use and no furniture or equipment of any kind shall be stored on patios or decks during seasons when patios or decks are not reasonably in use.

33. Each Owner shall maintain his Unit and any limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit.

34. None of the restrictions contained in this section shall apply to the commercial activities or signs or billboards, if any, of the Developer during the development and sales period as defined hereinafter, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, Association Bylaws and Condominium Bylaws as the same may be amended from time to time. For the purposes of this section, the development and sale period shall be deemed to continue so long as Developer owns any Unit which he offers for sale. Until all Units in the entire Condominium are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, model Units, storage areas, reasonable parking incident to the foregoing and such access to, from and over the project as may be reasonable to enable development and sale of the entire project by Developer. Developer shall restore the areas so utilized to habitable status upon termination of use.

Architectural Review Committee

The ARC has been formed to perform the duties set forth in the Covenants and Restrictions to protect and enhance the quality of life at The Ridge at Cedar Creek.

ARC- Definition and Members:

35. The original ARC consists of Daniel J. Kiefer and Roger J. Wilson. Any death, removal, resignation, or election as herein set forth will be evidenced by the recording of an appropriate instrument in the Office of the Register of Deeds for Calhoun County, Michigan, disclosing such death, removal or the resignation of the above-named committee Members or their successors. Daniel J. Kiefer and Roger J. Wilson, or the survivor of them, have the right to designate a replacement or, in the event they fail or decline to so designate a replacement, then and in that event, the Board of Directors may elect by a majority vote a replacement Member to the ARC with the exception of the original Members of the ARC.



Function of the ARC:

36. Approvals granted by the ARC will be in writing and signed by a majority of its Members. The ARC shall have discretion to allow variations from any of the conditions, covenants and Covenants and Restrictions contained in this Declaration by written approval of a majority of its Members.

ARC Response to Requests:

37. Except as otherwise provided herein, the ARC will respond to requests requiring their decision within thirty (30) working days of receipt of all necessary documents, plans and specifications. In the event the ARC fails to approve or disapprove such plans within such thirty (30) day period, then approval will not be required, provided the plans and location on the Lot conform to, or are in harmony with the Covenants and Restrictions and existing structures at The Ridge at Cedar Creek.

The ARC may publish guidelines from time to time setting forth the criteria it will consider in making its decisions. The approval or refusal by the ARC to grant any of the approvals referred to herein may be based upon any ground including purely aesthetic considerations, which, in the sole and uncontrolled discretion of the ARC, shall be sufficient. In this respect, the ARC may consider conformity and harmony of design with existing structures, the habitat of the area and its orientation and aesthetic appeal as viewed from the street and neighboring Lots.

Transfer of Responsibility to Association:

38. Not later than one hundred twenty (120) days after the last residence in The Ridge at Cedar Creek shall have been constructed, the responsibilities of the ARC, under these Covenants and Restrictions, shall be transferred to the Association.

ARC to Prevail over Condominium Association:

39. Until the ARC shall transfer its responsibilities to the Association, all decisions regarding these Covenants and Restrictions shall be within the exclusive jurisdiction of the ARC.

Covenants and Reservations

The Agreements or Covenants contained in the Covenants and Restrictions are covenants running with the land so that the Owners at The Ridge at Cedar Creek will enjoy their protection.



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Covenants Run with The Land:

40. The Covenants and Restrictions run with the land and are binding on present and future Owners at The Ridge at Cedar Creek. The Covenants and Restrictions may be amended, modified or changed at any time by an instrument in writing duly recorded and executed by the Owners of 70 percent of the Lots at The Ridge at Cedar Creek and with the unanimous consent of the ARC, as long as the ARC shall continue to have responsibilities under these Covenants and Restrictions.

Savings Clause:

41. Invalidity of any of these Covenants and Restrictions will not affect any of the other Covenants and Restrictions which will remain in full force and effect.

Lawsuits:

42. If a Lot Owner shall commence a lawsuit against the Developer, for any reason, or against the Members of the ARC seeking to require approval of a site plan, landscape plan or building plan or any variation from these Covenants and Restrictions, or disputing the interpretation of these Covenants and Restrictions by the ARC, or disputing the right of the Developer or the ARC to exercise their respective rights under these Covenants and Restrictions, then the Developer shall have the right, but not the obligation, to repurchase the Lot from the Owner at the price paid for the Lot plus the cost of any improvements made to the Lot, and, if the Lot Owner and the Developer cannot agree upon the cost of the improvements, then the costs of the improvements shall be determined by appraisal by a qualified appraiser. If the Lot Owner and Developer cannot agree upon an appraiser, then the Lot Owner shall select one appraiser, and the Developer shall select another. The two appraisers shall select a third, and the determination of a majority of the three appraisers shall constitute a binding determination of the cost of the improvements. The Lot Owner and the Developer shall pay their respective appraisers, and the cost of the third appraiser shall be divided equally, with the Lot Owner's share being deducted from the purchase price. The purchase price shall be paid in cash and the closing shall take place within forty-five (45) days after the appraisal shall have been completed. The Developer shall have possession on the closing date. Taxes shall be prorated on a calendar year basis. The Lot Owner shall pay the cost of revenue stamps and shall provide an owner's policy of title insurance in the amount of the purchase price. The conveyance shall be by Warranty Deed, free and clear of liens and encumbrances, except those shown on the title insurance at the time of purchase by the Lot Owner.



Maintenance

The Covenants and Restrictions are intended to provide for the maintenance of the General Common Elements and Lots so as to protect and enhance the quality of life at The Ridge at Cedar Creek.

Maintenance of General Common Elements and Lots:

43. The responsibility for the maintenance of the General Common Elements and Lots within the Development shall be as follows:

a) **General Common Elements:** The Association will be responsible for the exclusive management, control and maintenance of the General Common Elements. The cost and responsibility of maintenance of storm water drainage areas, lights along roads, and maintenance of roads, and the sign at the entrance to The Ridge at Cedar Creek shall be borne by the Association. Each Lot Owner shall be required to maintain that portion of the General Common Elements located adjacent to the front property line of his Lot which lies between the curb of the street and the front property line. Within this area, all undisturbed woods and vegetation shall remain. Any areas disturbed for driveway or other construction, shall be seeded and landscaped as approved by the ARC and as illustrated on owner's landscape planting plan keeping the design of such areas in context with existing native vegetation and character.

b) **Lots:** Each Owner shall be responsible for the maintenance of the Owner's Lot, including but not limited to, the responsibility to replace and care for trees, shrubs, grass, walks and other improvements located on a Lot. Each Owner must maintain his or her Lot and the exterior of their dwelling in a good, clean, attractive and sanitary condition.

Remedies

In order to enforce the Covenants and Restrictions for the protection of Owners, remedies have been provided for enforcement of the Covenants and Restrictions. If a person, firm, corporation or other entity violates or attempts to violate any of the Covenants and Restrictions the ARC, the Developer, the Association or any Lot Owner, shall be entitled to the appropriate remedies, including but not limited to, those set forth below:

Abatement:

44. Whenever a violation of the Covenants and Restrictions exists, the ARC, the Developer or the Association shall have the right, but not the obligation, to enter upon a Lot to abate or remove the violation. Such entry and abatement or removal shall not be deemed a trespass or make the Developer or the Association liable for any damages as a result of such abatement.



Special Assessment or Fines:

45. The Association may levy a special assessment and/or a fine or fines on a Lot Owner who is violating the Covenants and Restrictions subject to any hearing rights granted by the Act. The fine and/or special assessment shall be in an amount that is determined by the Association and shall be a lien against the Lot.

Suit for Damages:

46. Civil proceedings may be instituted for recovery of damages against those violating or attempting to violate the Covenants and Restrictions.

Injunctive Relief:

47. Civil proceedings may be instituted against those violating or attempting to violate the Covenants and Restrictions for the purpose of preventing or enjoining all or any such violations or attempted violations.

Costs and Attorney Fees:

48. All attorney fees and costs related to a suit for damages and/or injunctive relief shall be paid by the persons against whom the proceedings were commenced, if any part of the relief sought shall be granted.

Remedies Cumulative:

49. The remedies set forth in these Covenants and Restrictions shall be cumulative and not exclusive. If any other remedies are herein or hereafter provided, they shall be available.

Non-Waiver:

50. The failure of Developer, Association or Lot Owners to enforce any covenant or restriction or any other obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to subsequent thereto.



Miscellaneous

Assignments:

51. Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign to any person, firm or corporation, including, but not limited to, the Association, any or all rights, powers, easements, privileges, authorities and reservations given to or reserved by the Developer by any part or paragraph of these Covenants and Restrictions.

Developer's Rights:

52. Developer reserves and shall have the sole and exclusive right:

a) To modify and amend these Covenants and Restrictions as may be required by Republic Bank, or other insurer of first mortgages upon the Lots without acquiring the approval or joinder of any other Owner or mortgagee.

b) To amend these Covenants and Restrictions for the purpose of curing any error or ambiguity in or any inconsistency between the provisions contained herein without acquiring the approval or joinder of any other Owner or mortgagee.

c) To include in any contract, deed, sublease agreement or other instrument hereafter made any additional covenants or Covenants and Restrictions.

d) To use any unsold Lot as an aide in selling Lots or as a sales office, construction office, or parking lot, and shall further be allowed to install signs advertising the sale of Lots, construction trailers and sales trailers. The Developer will further have the right to complete construction of all improvements to the Common Area contemplated by its development plan and to transact any business to consummate the sale of Lots, and all sales office and model furniture shall not be considered Association property and shall remain the property of the Developer.

Additional Covenants:

53. No Owner, without the prior written approval of the ARC, may impose any additional covenants or restrictions on any part of The Ridge at Cedar Creek.

Severability:

54. The invalidation of any provision or provisions of the Covenants set forth herein by judgment or court order shall not affect or modify any of the other provisions of the Covenants which shall remain in full force and effect.



Paragraph Headings:

55. The paragraph or section headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretations hereof.

Restrictions Limited to Lots Only:

56. It is hereby acknowledged that these Covenants and Restrictions shall not be deemed to apply to other land owned by the Developer in the area adjacent to the property described on Exhibit A attached hereto.

Definitions

The following terms as used in the Covenants and Restrictions, shall have the following meanings:

Association:

57. Association shall mean and refer to The Ridge at Cedar Creek Condominium Association, a Michigan nonprofit corporation, together with its successors, legal representatives and assigns.

Board/Board of Directors:

58. Board or Board of Directors or the first Board of Directors shall mean and refer to the Board of Directors of the Association.

General Common Elements:

59. General Common Elements shall mean all areas designated as General Common Elements in the Master Deed.

Declaration:

60. Declaration shall mean and refer to these Covenants and Restrictions, together with any supplements or amendments thereto.

Developer:

61. Developer shall mean and refer to Summit Development Group, Inc., together with its successors, legal representatives, grantees and assigns.



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Dwelling/Home:

62. Dwelling and home shall mean and refer to a single family residence located on a Lot.

Hazardous Substances:

63. Hazardous Substances shall be deemed to mean any material or substance which is defined as a Hazardous or Toxic Substance pursuant to any federal or state environmental legislation, substances containing gasoline, oil, diesel fuel or other petroleum products, or the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance or policy which is or becomes defined as a Hazardous Waste or Hazardous Substance under any federal, state or local statute, regulation or ordinance.

Lot:

64. Lot shall mean and refer to any area of real property in The Ridge at Cedar Creek which is designated as a Unit in the Master Deed, whether or not said Lot is improved with a dwelling.

Member:

65. Except as to the Members of the ARC, Member shall mean and refer to the Owners entitled to Membership in the Association.

Owner:

66. Owner shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot which is part of The Ridge at Cedar Creek.

The Developer has executed these Covenants and Restrictions by its authorized undersigned officers as of April 11, 2006.

DEVELOPER:

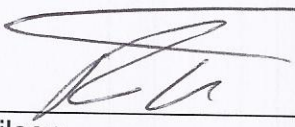
Summit Development Group, Inc.

By: 

Daniel J. Kiefer


Its: President



By: 
Roger J. Wilson
Its: Vice President


STATE OF MICHIGAN)
)ss:
COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me on this 11 day of April, 2006, by Daniel J. Kiefer, president of Summit Development Group, Inc., a Michigan corporation, on behalf of the corporation, by authority of its Board of Directors.


Lisa A. Green, Notary Public
State of Michigan, County of Calhoun
Acting in the County of Calhoun
My Commission Expires: 9-6-12

STATE OF MICHIGAN)
)ss:
COUNTY OF Calhoun)

The foregoing instrument was acknowledged before me on this 11 day of April, 2006, by Roger J. Wilson, vice president of Summit Development Group, Inc., a Michigan corporation, on behalf of the corporation, by authority of its Board of Directors.


Lisa A. Green, Notary Public
State of Michigan, County of Calhoun
Acting in the County of Calhoun
My Commission Expires: 9-6-12

Drafted by and When Recorded
Return to:
Stephen L. Simons
Kreis, Enderle, Callander & Hudgins, P.C.
One West Michigan Avenue
Battle Creek, Michigan 49017
(269) 966-3000