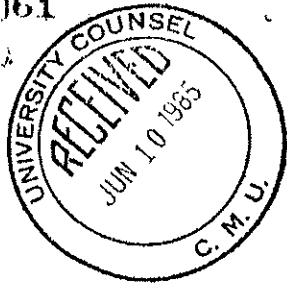


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STATE OF MICHIGAN
COUNTY OF ISABELLA
RECEIVED FOR RECORD
June 3 9 43 AM '85
Donald H. Lundberg
REGISTER OF DEEDS

UNIVERSITY PARK
MT. PLEASANT, MICHIGAN

DECLARATION OF COVENANTS AND RESTRICTIONS

WHEREAS, the Board of Trustees of Central Michigan University, hereinafter referred to as the "Grantor", or the "University", is the fee owner of said University Park; and

WHEREAS, it is the intention of the Grantor to develop the property as shown in Exhibit A, known as University Park, as an applied and high technology park, containing firms engaged in activities that possess a link to facilities, faculty, staff, students, and resources of the the Grantor and those support services that may be deemed necessary and appropriate, with harmonious structural and architectural design and suitable landscaping, and to adopt a general plan of improvement for the benefit of all the land and the future owners, conforming to and consistent with the Design Guidelines as prepared by Johnson, Johnson and Roy, Inc. (August, 1982) as the same may from time to time be modified or amended by the Grantor;

NOW THEREFORE, it is hereby declared (subject to the provisions of Article E hereof) that the land described on attached Exhibit A is held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following conditions, restrictions and covenants in furtherance of a plan for the division, improvement and sale of the aforescribed property, which are established for the purpose of enhancing the value, desirability, and attractiveness of said real property. The conditions, restrictions and covenants herein contained are hereby expressly made an essential part of this instrument and shall be and remain in full force and effect with respect to the said premises and the parties herein designated, their successors, heirs, and assigns until the expiration thereof as hereinafter stated.

All of the conditions, covenants and restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the property made subject hereto, or any part hereof. They shall be for the benefit of each owner of any portion of the land or any interest therein and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof.

A. DEFINITIONS

1. Building Site - shall mean a tract of real property within University Park, as determined by the legal description in a conveyance or lease from Grantor to an Owner or Occupant who is not the Grantor. A Building Site may also be established by Grantor by an instrument in writing executed, acknowledged and recorded with the Isabella County Register of Deeds by Grantor, which instrument designates a tract of real property as a Building Site for purposes of these protective covenants. If fee simple title to two (2) or more Building Sites, as defined hereinabove, are acquired by the same Owner, such commonly owned Building Sites may, at the option of said Owner, be combined and treated as a single Building Site for purposes of this Declaration.
2. Improvements - shall mean and include, but not be limited to, buildings, out buildings, roads, driveways, parking areas, fences, screening walls, loading areas, signs, utilities, lawns, landscaping and walkways, located on a Building Site, together with any construction, work or treatment done or applied to a Building Site in connection therewith.
3. Building - shall mean and include, but not be limited to, both the main portion or a structure built for permanent use and all projections or extensions thereof including but not limited to garages, outside platforms and docks, carports, canopies, enclosed malls and porches.
4. Owner - shall mean an entity, whether it be an individual, corporation, joint venture, partnership or association, which is a record owner of an interest in a Building Site.
5. Occupant - shall mean an entity, whether it be an individual, corporation, joint venture, partnership, or association, which has purchased, leased, rented, or has otherwise legally acquired the right to occupy and use any Building or Building Site, whether or not such right is exercised.
6. Declaration - shall mean this Declaration of Covenants and Restrictions, together with all of the conditions and provisions contained herein as

they now appear and as they may hereafter be amended.

7. Common Areas - shall mean and include those tracts of real property shown on any present or subsequently recorded plat of University Park designated as Common Areas and intended to be devoted to the common use and enjoyment of the Owners and Occupants of University Park.
8. Common Facilities - shall mean and include all Improvements located on Common Areas.

B. RESTRICTIONS

1. Prior Approval of Plans

No building, exterior signs, structures or parking areas shall be erected, placed or altered on any site until the building plans and specifications, a site plan showing the location of such buildings, signs, structures and parking areas and a landscaping plan of the site have been approved in writing by the Grantor so as to insure compliance with the requirements of these Covenants and Restrictions.

2. Permitted Uses

A wide variety of activities are appropriate in University Park so long as each use is environmentally compatible with the University setting. Specific uses that are permitted are as follows:

- a. Research, development and testing facilities for industrial, scientific and business establishments.
- b. Administrative, professional and business offices and corporate headquarters offices.
- c. Production of prototype products.
- d. Pilot plants.

- e. Production facilities and operations when such facilities or operations require some degree of scientific input and/or some degree of University orientation.
- f. Manufacture of industrial controls; electronic components and accessories; measuring, analyzing and controlling instruments; photographic, medical, and optical goods.
- g. Commercial, hotel, conference center, office and service uses which are located, designed, and intended to support and complement principal uses.
- h. Agricultural uses, only as interim uses prior to development of land for the uses permitted herein.
- i. Transmission and distribution lines, pipelines, and structures of public utility companies.

All permitted uses shall be carried on within fully enclosed buildings and no outside activities shall be permitted except parking, loading and unloading of motor vehicles without the prior written approval of the Grantor.

3. Building Materials

To maintain a quality standard of construction and appearance and to provide interesting and tasteful exteriors, the same finish building materials shall be applied to all sides of a building which are visible to the general public, as well as from neighboring building sites and common areas. Colors shall be harmonious and compatible with colors of the natural surroundings and other adjacent buildings. The Grantor shall have the sole right to approve or disapprove materials and colors. All roofs shall be of a flat type or other design approved by the Grantor. All vertical roof projections over four (4) feet in height, such as towers, vents, stacks, or roof-mounted equipment, are to be collectively enclosed in "penthouse" structures of a material similar to or compatible with the facade of the building, or screened with material approved by the Grantor.

4. Landscaping

All parts of each lot not developed with buildings, drives, parking and loading areas, and other similar improvements shall either be maintained in a natural state, approved by the Grantor, or shall be landscaped with grass or other ground cover, shrubbery, trees, bushes, vines, or other plantings. All plantings shall be alive and shall be properly and regularly maintained. Dead or dying materials shall be replaced.

5. Parking Areas and Walks

All parking lots, driveways, and walks shall be surfaced with asphalt, concrete, brick or a like material. The size of parking spaces may not be less than nine (9) feet wide and eighteen (18) feet long unless otherwise approved by the Grantor. No parking shall be permitted on any street or drive, or any place other than the paved parking spaces. Off-street automobile parking and unloading spaces, visible from public roads, shall be screened as well as practicable from view by the use of earth berms or landscaping materials. Loading areas shall not encroach into setback areas or be visible from any street and shall be setback and screened to minimize the effect of their appearance from neighboring Building Sites. In addition, parking lots shall be landscaped so as to reduce glare and heat, and if possible, divided into smaller units.

6. Utility Connections

All electrical and telephone connections and installations of wires to buildings shall be made underground from the nearest available power source. No transformer, or other apparatus, shall be located on any power pole or hung on the outside of any building, except where the same shall be placed on or below the surface of the land, and where placed on the surface shall be adequately screened. Any electric, gas, or other meter of any type shall be properly screened.

7. Waste Material

No waste material or refuse containers shall be permitted outside of any building unless approval in writing is given by the Grantor.

8. Signs

No freestanding billboards, signs, or other devices of any advertising character shall be erected, posted, painted, displayed or permitted except as follows:

- a. Street markers, traffic signs, or other regulatory signs.
- b. Signs identifying buildings, the occupants thereof, parking lots, walkways, and entrances.

All such signs must be standardized to conform to the Design Guidelines.

9. Maintenance

Each Owner and Occupant of University Park shall be responsible for keeping its Building Site (whether or not improved), Buildings and other Improvements in a safe, clean, neat and orderly condition and shall prevent rubbish from accumulating on its Building Site or surrounding Common Areas.

10. Subdividing

No Building Site shall be subdivided until a plan for such proposed subdivision shall have been submitted to and approved of in writing by the Grantor.

C. PERFORMANCE GUIDELINES

No noxious or offensive trades, services or activities shall be conducted on the premises, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Owners or Occupants of other Building Sites within University Park by reason of unsightliness or excessive emission of fumes, odors, glare, vibrations, gases, radiation, radio frequency energy, dust, liquid wastes, smoke or noise. The Owners or Occupants shall also comply with all Federal, State, or other applicable governmental regulations governing its activities within University Park.

D. SPACE ALLOCATION GUIDELINES

No building, or any portion thereof, shall be built without complying with the following restrictions:

1. Floor Area Ratio - 30% maximum gross floor area.
2. Ground Area Coverage - 15% maximum site coverage.
3. Yard Setbacks - Front, 75 feet; Side, 50 feet; and Rear, 75 feet.
4. Height Limitations - Four (4) stories maximum height.
5. Off-Street Parking - One (1) space for every 1.2 employees, except that the required parking spaces for a motel or restaurant will be set by the Grantor.

E. APPROVAL, VARIANCES AND WAIVERS

1. Prior to the construction of any Improvements, on a Building Site within University Park, the Grantor shall be provided with such data as it may require in order for it to review the proposed improvements in order to determine that all improvements will comply with these Covenants and Restrictions. All plans and specifications submitted under this provision shall be retained by the Grantor.
2. After review of the proposed plans, the Grantor shall have the exclusive right to grant approval required by these Covenants and Restrictions and to waive or vary the same in particular respects whenever, in its opinion and sole discretion, such waiver or variance will not be detrimental to the use of the University Park by other owners or occupants or the University setting.
3. In the event that the Grantor fails to approve or disapprove plans and specifications submitted to it as required by this Declaration within thirty (30) days after submission, such plans and specifications shall be deemed approved, except that no expressed restrictions set forth in this Declaration shall be deemed to have been waived by such approval.
4. All persons having an interest in any Building Site may rely upon any writing signed by the Grantor purporting to grant an approval or to waive or vary restrictions in particular respects.

F. ENFORCEMENT

The Grantor or Owner of any of the land described on attached Exhibit A shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the Covenants and Restrictions set forth above, and the failure of the Grantor or the Owner of any other Building Site hereby restricted to enforce the Covenants and Restrictions herein set forth at the time of its violation shall in no event be a waiver of the right to do so as to any subsequent violation. The Grantor or Owner of any land may also sue for any damages suffered by the breach of the Covenants and Restrictions set forth above.

G. AMENDMENT

1. These Covenants and Restrictions may be amended at any time if such amendment is approved by 100% of the Owners of all Building Sites within University Park, and if the Grantor approves such amendments. In addition, these Covenants and Restrictions may be amended at any time after 25 years from the date of these Covenants and Restrictions if said amendment has been approved by Owners representing 50% of the lands within University Park and if the Grantor has approved said amendments.
2. The Grantor may amend and modify the Design Guidelines at any time and from time to time.

H. INVALIDATION

Invalidation of any one of these Covenants and Restrictions or any part thereof by judgment or Court order shall not affect any other provision of the Covenants and Restrictions set forth herein.

IN WITNESS WHEREOF, this instrument has been signed by the President of Central Michigan University, the duly authorized representative of the Board of Trustees of Central Michigan University on the 30th day of May, 1985.

WITNESSES:

CENTRAL MICHIGAN UNIVERSITY
BOARD OF TRUSTEES

Eileen K. Jorjans
Eileen K. Jorjans
Traci L. Mann
TRACI L. MANN

By: Harold Abel
Harold Abel
President of Central
Michigan University

STATE OF MICHIGAN)
)ss.
County of Isabella)

On the 3rd day of May, 1985, before me,
a Notary Public, in and for said County, personally came
Harold Abel, the President of Central Michigan University,
for and on behalf of said Board of Trustees of Central
Michigan University by authority of its Board of Trustees,
who executed the within instrument as the free act and deed
of said Board of Trustees of Central Michigan University.

Janet M. Wagaster
JANET M. WAGASTER, Notary Public
Isabella County, Michigan

My Commission Expires: July 22, 1987

EXHIBIT ADESCRIPTION OF UNIVERSITY PARK

That portion of the Southeast 1/4 of Section 27, Township 14 North, Range 4 West, City of Mt. Pleasant, Isabella County, Michigan, lying South of the Centerline of the proposed West Campus Loop Road, North and East of the Conrail Railroad right-of-way, and West of the right-of-way of Old Mission Road and U.S. 27, being also described as A parcel of land being a part of the Southeast 1/4 of Section 27, Township 14 North, Range 4 West, City of Mt. Pleasant, Isabella County, Michigan, described as: Commencing at the East 1/4 corner of said Section 27; thence South $88^{\circ}50'11''$ West, 50.00 feet to the Westerly right-of-way of Mission Road which is the Point of Beginning, thence South $00^{\circ}50'00''$ East, 1544.25 feet along said Westerly right-of-way; thence South $89^{\circ}10'00''$ West, 15.00 Feet along said right-of-way; thence South $00^{\circ}50'00''$ East, 410.00 feet along said Westerly right-of-way to the Northeasterly right-of-way of the Conrail Railroad; thence North $64^{\circ}00'43''$ West, 1529.28 feet along said right-of-way to a curve; thence Northwesterly, 1297.15 feet along a curve to the right with Radius = 1389.72 feet and Long Chord = North $37^{\circ}16'18''$ West, 1250.57 feet along said right-of-way; thence North $10^{\circ}31'56''$ West, 174.58 feet along said right-of-way to the Centerline of West Campus Drive; thence South $72^{\circ}52'02''$ East, 179.68 feet along said Centerline to a curve; thence Southeasterly, 566.67 feet along a curve to the left with Radius = 1145.92 feet and Long Chord = South $87^{\circ}02'02''$ East, 560.91 feet along said Centerline; thence North $78^{\circ}47'58''$ East, 809.96 feet along said Centerline to a curve; thence Northeasterly, 333.33 feet along a curve to the right with Radius = 1909.68 feet and Long Chord = North $83^{\circ}47'58''$ East, 332.91 feet along said Centerline; thence North $88^{\circ}47'58''$ East, 292.71 feet along said Centerline to the Westerly right-of-way of Mission Road which is the Point of Beginning, containing 62.07 acres and subject to restrictions, reservations, rights-of-way and easements of record.

CENTRAL MICHIGAN UNIVERSITY
BOARD OF TRUSTEES

I hereby certify that the official records of the Central Michigan University Board of Trustees are on file in my office and that I have compared the following resolution adopted by the Central Michigan University Board of Trustees at its regular meeting on June 1, 1984, with the official record on file in my office and certify that it is a true and correct copy of said resolution.

It was moved by Dr. Bernadine Denning, seconded by Mrs. Margaret Ann Riecker, and carried, that the following resolution be adopted.

BE IT RESOLVED, That the University Park, Mt. Pleasant, Michigan, Declaration of Covenants and Restrictions, is hereby adopted. The President or his designee is authorized to take the necessary steps to record this document with the Isabella County Register of Deeds. (Copy to be retained in Office of the Secretary.)


Richard L. Miller
Secretary to the Board of Trustees

May 30, 1985

mkg

MOUNT PLEASANT, MICHIGAN 48858