



**FIRST AMENDMENT TO  
DECLARATION OF RESTRICTIONS AND COVENANTS  
FOR GRAND LEDGE WILLIS INDUSTRIAL PARK**

**THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS AND COVENANTS FOR GRAND LEDGE WILLIS INDUSTRIAL PARK** (“Amendment”) is made and executed on this 10th day of April, 2006, by the Grand Ledge Local Development Financing Authority, (the “LDFA”) of 319 Taylor Street, Grand Ledge, Michigan 48837, and the City of Grand Ledge, (the “City”) of 200 East Jefferson, Grand Ledge, Michigan 48837, collectively referred as the “Declarants”, and by all those Owners that have consent to this Amendment, as evidenced by those certain Consent to Amendment, copies of which are attached hereto as Exhibit A. (the “Consenting Owners”).

W-I-T-N-E-S-S-E-T-H:

**WHEREAS**, the Declarants established the Grand Ledge Willis Industrial Park (the “Park”) and imposed certain mutual and beneficial restrictions on the Property comprising the Park, as set forth in that certain Declaration of Restrictions and Covenants for the Grand Ledge Willis Industrial Park dated June 5, 2000 and recorded July 5, 2000 at Liber 1358, Page 1111, Eaton County Register of Deeds records (the “Declaration”); and

**WHEREAS**, the Declarants and the Consenting Owners wish to amend the Declaration to provide a procedure for the removal of lands from the Park.

**NOW, THEREFORE**, for and in consideration of the premises, the Declarants and Consenting Owners do hereby amend the Restrictions as follows:

1. The Declaration is hereby amended to provide a mechanism for the removal of land from the Park by the addition of Article IX, Section 9.09, which reads as follows:

**Section 9.09 Removal of Lands**

Declarants may at any time or from time to time, during the pendency of these Covenants and Restrictions remove lands from the Park, whether originally included in the Park, or subsequently added, and, subject to the provisions set forth in Section 9.10, the Covenants and Restrictions, and other provisions of this Declaration shall thereafter cease to apply to such removed lands. However, in no event shall any land be removed from the Park without the written consent of the Owners of all Lots directly abutting the lands sought to be removed, which consent shall not be unreasonably withheld. Further, the removal of land from the Park shall require the approval by appropriate resolution, of both the LDFA and the City. In the event the LDFA shall for any reason cease to exist, then the only approval required for the removal of lands from the Park, shall be that of the City and any directly abutting Lot Owner(s).



2. The Declaration is hereby amended to provide procedures for the removal of land from the Park by the addition of Article IX, Section 9.10, which reads as follows:

Section 9.10 Procedure for Removal of Lands; Notice of Removal

Declarants may remove land from the Park pursuant to Section 9.09 above, by undertaking the following:

a. Obtain resolutions from the LDFA, (so long as it continues to exist), as well as that of the City authorizing such removal.

b. Record a "Notice of Removal of Land" (the "Notice") in the Office of the Register of Deeds for Eaton County, and submit an unrecorded copy of same to all Owners, in form and substance deemed appropriate by Declarants. However, such Notice shall, at a minimum, contain the following:

i. A reference to this Declaration, including the original date of recording and the recording of any and all subsequent amendments.

ii. The legal description of the land removed from the Park and a legal description of the remaining land in the Park.

iii. The date of the LDFA and/or City resolution(s) approving the removal of land from the Park.

iv. A statement establishing that the Declaration no longer applies to the removed lands.

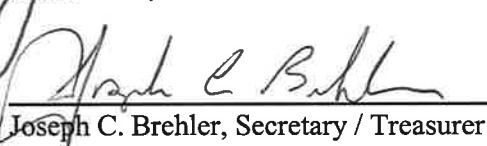
3. In all other respects, the terms and provisions of the Declaration are hereby ratified and confirmed.

4. Capitalized terms used herein and not otherwise defined, shall have the same meaning as set forth in the Declaration.

**IN WITNESS WHEREOF**, the Declarants have caused this First Amendment to Declaration of Restrictions and Covenants for Grand Ledge Willis Industrial Park to be executed the day and year first above written.

**GRAND LEDGE LOCAL DEVELOPMENT  
FINANCE AUTHORITY**

  
James Shell, Chair

  
Joseph C. Brehler, Secretary / Treasurer



THE CITY OF GRAND LEDGE

Sheila R. Deming  
Sheila R. Deming, Mayor

Gregory L. Newman  
Gregory L. Newman, City Clerk

STATE OF MICHIGAN )  
  ) SS  
COUNTY OF EATON )

The foregoing instrument was acknowledged before me on this 12 day of April, 2006, by James Shell and Joseph C. Brehler, the Chair and Secretary / Treasurer, respectively, of Grand Ledge Local Development Finance Authority.

LINDA L. WEAVER  
NOTARY PUBLIC EATON CO., MI  
MY COMMISSION EXPIRES Sep 10, 2008

Name: Linda L. Weaver  
Notary Public, State of Michigan, County of EATON  
My Commission Expires 9-10-08  
Acting In County of EATON

STATE OF MICHIGAN )  
  ) SS  
COUNTY OF EATON )

The foregoing instrument was acknowledged before me on this 12 day of April, 2006, by Sheila R. Deming and Gregory L. Newman, the Mayor and City Clerk, respectively, of the City of Grand Ledge.

AMEE B. KING  
Notary Public, Eaton County, MI  
My Comm. Expires July 23, 2008

Name: Amee B. King  
Notary Public, State of Michigan, County of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_  
Acting In County of \_\_\_\_\_

Drafted by and when  
recorded return to:  
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