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OTTAWA COUNTY, MI

JUSTIN F. ROEBUCK

COUNTY CLERK/REGISTER OF DEEDS

03/28/2018 AT 12:15 PM

RESTRICTIVE COVENANT

30.00

**DECLARATION OF
BUILDING AND USE RESTRICTIONS
AND
PROTECTIVE COVENANTS
FOR
TIMBERLINE ACRES WEST NO. 5
LOCATED IN
PARK TOWNSHIP, OTTAWA COUNTY, MICHIGAN**

WHEREAS, STEDEN PROPERTIES, L.L.C., a Michigan limited liability company, of 117 Greenhill Drive, Holland, MI 49424 (hereinafter referred to as Steden Properties), owns land located in Park Township, Ottawa County, Michigan, described as follows:

Lots 142 through 160, inclusive, and Timberline Acres West Park No. 9 (Pvt.), Timberline Acres West No. 5, part of the NW 1/4, SE 1/4 and SW 1/4, Section 13, T5N, R16W, Park Township, Ottawa County, Michigan, according to the recorded plat thereof.

WHEREAS, Steden Properties, (the Developer), hereby for themselves, their assigns and heirs, record among the land records and make part of the terms and conditions of any deed or deeds executed or recorded hereafter, the following restrictions and covenants which shall run with the land.

NOW THEREFORE, it is hereby declared that the Lots will be subject to the following conditions, reservations, restrictions, covenants, terms and provisions (collectively the "Restrictions").

I. BUILDING RESTRICTIONS

1.1 Minimum Square Footage No dwelling shall be erected on any Lot with a square foot area of the main structure (exclusive of one-story open porches and garages) of less than the following:

One story	= 1600 sq ft ground floor area
1 ½ story	= 2000 sq ft combined ground floor and 2 nd floor
2 story	= 2000 sq ft combined ground floor and 2 nd floor, with a minimum of 1100 sq ft on main floor
Tri level	= 2000 sq ft first two floors
Bi level	= 1600 sq ft first floor

The height of any building will be not more than two and one half full stories above street level. If any portion of a level or floor within a residence is below grade, all of that level or floor shall be considered a basement level. No pre-built manufactured home, factory home, modular home, pre-fabricated home, berm home, log home, mobile home, tent, shack, barn, temporary building, outbuilding or guest house will be erected on any of the Lots without the prior written approval of the Developer. No existing structure shall be moved onto any Lot from an offsite location without the written approval of the Developer.

1.2 Approval of Plans Timberline Acres West is designed for residential living in a planned community of architecturally consistent single family homes. The architecture of the dwelling located on any Lot should be compatible with the criteria established from time to time by the Developer and also should be compatible and harmonious to the external design and general quality of other dwellings constructed and to be constructed within Timberline Acres West.

Consequently, the Developer reserves the power to control the buildings, structures, and other improvements placed on each Lot as well as to make such exceptions to these Restrictions as the Developer will deem necessary and proper. No building wall or other structure will be placed upon a Lot unless and until the plans and specifications therefor showing the nature, kind, shape, height, color, materials and location of the improvements and the plot plan including elevations, have the prior written approval of the Developer and no changes or deviations in or from such plans and specifications as approved will be made without the prior written consent of the Developer. Each such building, wall, or structure will be placed on a Lot only in accordance with the plans and specifications and plot plan as approved by the Developer.

It should be anticipated that the following standards will usually have to be met for approval of plans, specifications and site plan.

- a. Each residence is to include an attached garage for at least two vehicles, but not more than three vehicles on grade.
- b. Residence exteriors are to be of approved materials. Approved exterior materials include finished wood, full face brick, stone, stucco and any other material expressly approved by the Developer in writing. No exposed concrete block will be permitted.
- c. Non masonry fireplaces will be allowed on interior walls only. No metal chimneys may be exposed.
- d. Flat roofs are no allowed per the zoning ordinance of Park Township. The approved roof pitch is not less than one foot of rise for every four foot of run with the roof finished with either cedar or architectural grade shingles. Roof storm water drainage must be controlled so as to minimize erosion and runoff which could affect adjacent lots.
- e. Landscaping plans must include a grass lawn between residence and the street in front of the residence with at least two 4-inch to 6-inch caliper hardwood trees to the extent not naturally in place, and an automatic underground sprinkling system.

The Lot owner must maintain and replace such planted trees as needed to maintain at least two healthy and attractive hardwood trees in the front lawn.

No building shall be erected, placed, or altered on any lot until the construction plans and specifications, and a site plan showing the location of the structure on the lot, have been approved by Steden Properties, as to quality of workmanship and materials, harmony of exterior design with existing structures. All roofs must have a minimum 16 inch overhang at eaves and 12 inch overhang on gable ends. Main roof of house to be the tallest portion of roof unless approved differently by Steden Properties. No garage may consume more than 50% of the front of the home. Front facing garages may not extend more than 12 feet in front of the front building line of residence. Refusal of approval of plans by Steden Properties may be based on any ground including purely aesthetic grounds, which in the sole and uncontrolled discretion of Steden Properties see sufficient. No alteration in the exterior appearance of the buildings or structures constructed with such approval will be made without like approval of Steden Properties. Steden Properties will not be responsible for any defects in such plans or in any building or structure erected according to such plans and specifications or in any changes in drainage resulting from such construction.

Approval by the Developer of plans will not waive the setback Restrictions contained in Article II unless a variance is granted according to the regulations for variances within PUD's within Subdivisions as regulated by the Park Township Subdivision Ordinance, Article II of Chapter 18.

Developer may construct any improvements upon Timberline Acres West No. 5 that it may, in its sole discretion, elect to make without necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Restrictions which the Developer cannot waive.

No person or entity other than the Developer, his heirs and assigns, will have the right to enforce section 1.2. The provisions of section 1.2 will remain in full force and effect for a period of ten (10) years from the date of recording of this Declaration, extended to ten (10) years after the date of recording of each amendment adding lands subject to this Declaration pursuant to Section 10.1.

1.3 Construction Process All construction of all buildings and structures will be done only by residential home builders licensed by the State of Michigan and approved in writing by the Developer. When the construction of any building is once begun, work thereon must be diligently continued and must be completed within 12 months and grass seeding and landscaping must be completed within 12 months of completion of the building, provided that the Developer may extend such time when in Developer's opinion conditions warrant an extension.

1.4 Damage to Private Road or Utilities Any damage to any road or utilities or any part of the Timberline Acres West by the owner or the owner's contractor or subcontractors in the course of the construction or alteration of any improvements or landscaping for a Lot shall be repaired, replaced or restored by such owner at owner's sole cost in a manner approved in writing by the Developer.

1.5 Garages and Outbuildings Garages and outbuildings, which will be for the

use only of the occupants of the residence to which they are appurtenant, must be attached to the residence and constructed in accordance with the plans approved in Section 1.2.

1.6 Walls and Fences No wall or fence of any height will be constructed on any Lot until after the height, type, design, and approximate location therefor will have been approved in writing by the Developer during the Development Period and thereafter by the Association. The heights or elevations of any wall or fence will be measured from the existing elevations of the property at or along the applicable points or lines. Any question as to such heights may be completely determined by the Developer during the Development Period and thereafter by the Association. All walls and fences must comply with the zoning ordinance of Park Township, County of Ottawa, State of Michigan.

1.7 Occupancy No building erected upon any Lot will be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed. Nor will any residence, when completed, be in any manner occupied until made to comply with the approved plans and all of the Restrictions.

1.8 Elevations No substantial changes in the elevations of the land will be made on a Lot without prior written consent of the Developer during the Development Period and thereafter by the Association. Any change which materially affects the surface elevation grade or drainage of the surrounding Lots will be considered substantial change.

1.9 Soil from Excavation All soil to be removed from any of the Lots either in grading or excavating will, at the option of the Developer, become the property of the Developer and when removed will be placed by the owner of the Lot in such place or places within Timberline Acres West as the Developer will designate at the Lot owner's expense.

1.10 Water Systems No individual water supply system will be permitted on a Lot except solely for irrigation purposes, swimming pools, or other nondomestic uses.

1.11 Septic Systems No septic tank or drainage field will be permitted on any Lot.

1.12 Paved Areas All driveways driving approaches and off street parking areas shall be surfaced with an asphalt, bituminous, or Portland cement binder pavement.

1.13 Existing Trees Trees on the Lots should be preserved whenever possible. No tree clearing past 30 feet of the rear of the home without developer approval.

II. SETBACKS AND BUILDING LINES

2.1 Setback Lines The location of any structure constructed on any Lot must satisfy the applicable setback requirements of the zoning ordinance and PUD Agreement for Timberline Acres West of Park Township, County of Ottawa, State of Michigan. The standard setback requirement will apply unless a variance for such location is obtained from the Township Board of Park Township and further there is obtained a written consent thereto either from the Developer or from the immediately adjoining Lot owners.

2.2 Swimming Pools Swimming pools will not be nearer than five feet to any Lot line will not project with their coping more than two feet above the established grade and will comply in each particular with the plans and specifications and plot plan approved by the Developer for the swimming pool improvements under Section 1 2. No above ground swimming pools will be permitted. All swimming pools must comply with all applicable ordinances of Park Township, County Ottawa, State of Michigan.

2.3 Walls, Fences and Hedges Walls and fences may be erected with the approval contemplated by Section 1.5 and hedges grown but they will be no higher than three feet from the street to the building line and six feet from the building line to the rear property line without the prior written consent of the Developer. All walls and fences must comply with all applicable ordinances of Park Township, County of Ottawa, State of Michigan.

III. USE RESTRICTIONS

3.1 Residential Use The Lots are for single family residential purposes only. There will not exist on any Lot at any time, more than one residence. No building or structure intended for or adapted to business or foster care purposes, and no apartment house, double house, lodging house, rooming house, halfway house, hospital, sanitarium or doctor's office, or any multiple family dwelling or any kind will be erected, placed, permitted or maintained on any Lot. No improvement or structure whatever, other than a first class private dwelling house, patio walls, swimming pool and customary outbuildings, may be erected, placed, or maintained on any Lot. No Lot will be used for other than residential use.

3.2 Home Occupations Although all Lots are to be used only for single family residential purposes, nonetheless home occupations will be considered part of a single family residential use if, and only if the home occupation is conducted entirely within the residence (and the garage will not be considered part of the residence for this purpose except for permitted garage sales) and participated in solely by members of the immediate family residing in the residence, which use is clearly incidental and secondary to the use of the residence for dwelling purposes and does not change the character thereof. To qualify as a home occupations, there must be (1) no sign or display that indicates from the exterior that the residence is being utilized in whole or in part for any purpose other than that of a dwelling, (II) no commodities sold upon the premises, (III) no person is employed other than a member of the immediate family residing on the premises, and (IV) no mechanical or electrical equipment is used other than personal computers and other office type equipment. In no event shall a barber shop, styling salon, beauty or tattoo parlor, tea room, fortune telling parlor, day care center, adult foster care facility, group home, animal hospital, or any form or animal care or treatment such as dog trimming, be construed as a home occupation. Although garage sales are included within the prohibited uses since commodities are sold at garage sales, one garage sale may be conducted on each Lot each year without prior approval of the Association and other garage sales may be conducted with the prior written approval of the Association., with all garage sales to be conducted in accordance with any rules or conditions adopted by the Association. All home occupations must comply with all applicable ordinances of Park Township, County of Ottawa, State of Michigan.

3.3 Zoning The use of any Lot and any structure constructed on any Lot must

satisfy the requirements of the zoning ordinance and PUD Agreement for Timberline Acres west of Park Township, County of Ottawa, State of Michigan which is in effect at the time of the contemplated use or construction of any structure unless a variance for such use or structure is obtained from the Township Board of Park Township and further there is obtained a written consent thereto either from the Developer or from the immediately adjoining Lot owners.

3.4 Nuisances No owner of any Lot will do or permit to be done any act or condition upon his or her Lot which may be or is or may become a nuisance. No Lot will be used in whole or in part of the storage or rubbish of any character whatsoever, nor for the storage of any property or thing that will cause the Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye, nor will any substance, thing or material be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or security of the occupants of surrounding Lots. No weeds, underbrush, or other unsightly growths will be permitted to grow or remain upon any part of a Lot except to the extent it is natural undergrowth in a wooded area that the owner does not disturb in the construction of the owner's residence and no refuse pile or unsightly objects will be allowed to be placed or suffered to remain anywhere on a Lot. In the event that any owner of any Lot will fail or refuse to keep a Lot free from weeds, underbrush or refuse piles or other unsightly growth or objects, then the Developer or the Association may enter upon the Lot and remove the same and such entry will not be a trespass, the owner of the Lot will reimburse the Developer or the Association all costs of such removal. In addition, if any owner of any Lot fails to mow at least four times each summer, then the Developer or the Association may enter upon the Lot and mow the Lot and such entry will not be a trespass, the owner of the Lot will reimburse the Developer or Association all costs of such mowing. Any firewood stored within a Lot will be in limited and reasonable quantities and kept in a neat and orderly manner all as may be further specified by the Association.

3.5 Garbage and Refuse Disposal All trash, garbage and other waste is to be kept only in sanitary containers inside garages or otherwise within fully enclosed areas at all times and will not be permitted to remain elsewhere on the Lots except for such short periods of time as may be reasonably necessary to permit periodic collection. All trash, garbage and other waste must be removed from the Lot at least once each week. The Association may adopt rules and regulations to control the style and size of sanitary containers placed outside of fully enclosed areas for collection and/or may require specific pick-up times and/or specify a require contractor or contractors for all owners to use for waste removal and/or recycling pick-ups.

3.6 Animals No animals, bird or fowl may be kept or maintained on any Lot except dogs, cats and pet birds which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants. No animal may be kept or bred for any commercial purpose and all animals will have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal will be kept on any Lot. Pet owners will have full responsibility for any damage to persons or property caused by his or her pet. The owner is required to properly dispose of the waste his or her animal deposits on any property. No dog which barks and can be heard on any frequent or continuing basis will be kept on any Lot including within any residence. The Association may, without liability to the owner thereof, remove or cause to be removed any animal which it determines to be in violation of the restrictions imposed by the Section. The Association will have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper.

3.7 Signs No signs or other advertising will be displayed on any Lot unless permitted by Section 7, 8, (b) or (c) or their size, form and number are first approved in writing by the Developer, except that one "For Sale" and/or one "Garage Sale" sign (if allowed by the Association) referring only to the Lot on which displayed and not exceeding two (2) square feet in size may be displayed without approval. Nothing herein will be constructed to prevent the Developer from erecting, placing or maintaining signs and offices as may be deemed necessary by the Developer in connection with the sale of Lots.

3.8 Lighting No vapor lights, dusk to dawn lights or other lights regularly left on during the night may be installed or maintained on any Lot without prior written approval from the Developer or the Association.

3.9 Hazardous Materials and Fuel Storage Tanks No owner will bring environmentally hazardous materials onto the Timberline Acres West unless for domestic use at the owner's residence in reasonable quantities limited to the immediate need. No oil or fuel storage tanks may be installed on any Lot and no more than ten (10) gallons of petroleum products may be stored on any Lot (not including fuel within the tanks or cars or other vehicles).

3.10 Garage Doors For security and aesthetic reasons, garage doors will be kept closed at all times except as may be reasonably necessary to gain access to and from any garage. Each garage door must have a functional remote controlled garage door opener attached to the garage door at all times.

3.11 Parking No parking will be permitted except on paved surfaces.

3.12 Recreational and Commercial Vehicles No house trailers, trailers, boat, camping vehicles, motorcycles, all terrain vehicles, snowmobiles, or vehicles other than automobiles or vehicles used primarily for general personal transportation use may be parked or stored upon any Lot or adjoining areas, unless parked in a garage with the door closed or with the written consent of the Association, except temporary parking or storage will be permitted without prior written consent of the Association for a period not longer than a cumulative total of fourteen days for all such parking and storage on a Lot during any one calendar year and for no more than 48 hours consecutively. No inoperable vehicles of any type may be brought or stored upon any Lot, either temporarily or permanently, unless within a garage with the door closed. Nor truck over $\frac{3}{4}$ ton will be parked overnight on any Lot, except in an enclosed garage without the prior written consent of the Association. No snowmobiles, motorcycles or all-terrain vehicles will be used on any Lot or any part of the Timberline Acres West without prior written approval of the Association.

3.13 Mineral Extraction No derrick or other structures designed for use in boring for oil or natural gas shall be erected, placed, or permitted upon any Lot, nor shall any oil, natural gas, petroleum, asphaltum, or hydrocarbon products or minerals of any kind be produced or extracted from or through the surface of any Lot. Rock, gravel, and/or clay will not be excavated or removed from any Lot for commercial purposes.

IV. UTILITIES, ANTENNAE, SOLAR PANELS AND SATELLITE DISHES

4.1 Utility Lines All electrical service, cable television and telephone lines will be placed underground and no outside lines will be placed overhead without the prior written approval of the Developer.

4.2 Antennae, Solar Panels and Satellite Dishes No antennae or solar panel installation will be permitted on any Lot. Satellite dishes of eighteen inches or less in diameter will be permitted but satellite dish installation and location must be approved in writing by the Developer prior to construction during the Development Period and thereafter by the Association, in any event, no satellite may be installed in a front yard within 25 feet of a Timberline Acres West Lake or on a tower, the strong preference being for attachment to the residence and/or screened from view. All antennae, solar panels, and satellite dishes shall comply with all applicable regulations of the Park Township Subdivision Ordinance, Article II of Chapter 18.

4.3 Waivers Any waiver of these restrictions will not constitute a waiver as to other Lots or lines or antennas or the like.

V. SUBDIVISION OF LOTS

5.1 Subdivision of Lots No Lot will be subdivided except as approved by the Developer and the Township Board of Park Township, County of Ottawa, State of Michigan.

VI. RESERVE AREAS

6.1 Reserve Areas The Developer will convey Timberline Acres West Park No. 9 (Pvt.), by virtue of the plat dedication, to the Association. This area conveyed to the Association by the Developer will be a Reserve Area except as designated otherwise in the conveyance. The Timberline Acres West Reserve Area will be designated as a conservation, open space, wildlife and scenic use area to preserve the natural features of the Reserve Areas in accordance with the following:

- A. The Reserve Areas will be kept as a natural scenic conservation area, free of all buildings, fences and other structures, with the only permitted improvements being drainage improvements such as yard drains necessary to service adjoining homes, the existing storm water quality basin, and entrance sign improvements (including landscaping, lighting and underground sprinkling).
- B. Dumping of trash, fill dirt or waste material is prohibited. Hunting, snowmobiling, motorcycling, trapping and posting of signs is prohibited. Use of motorized vehicles of any sort except for emergency and utility service installation and repair purposes over any of the Reserve Areas is also prohibited.
- C. The existing natural topography and features of the Reserve Areas will not be altered other than permitted above without the prior approval of the Association.

- D. No construction activity and/or construction material stockpiling in connection with home construction within Timberline Acres West will be permitted to intrude within the Reserve Areas. All homes constructed within Timberline Acres West will be sited outside of the boundary of the Reserve Areas. No lights or lighting systems will be placed within the Reserve Areas and any exterior lights installed in connection with homes in Timberline Acres West will not be directed to shine into the Reserve Areas in a way that would unreasonably disturb residents on the other side of the Reserve Areas.
- E. Except as shown on the approved site plan, no trees shall be chopped down or otherwise removed from the Reserve Areas unless the tree is diseased or dead, or is a hazard to buildings, structures or human lives. The natural undergrowth will also be left in its natural state. Any person contemplating the removal of any tree or clearing of any undergrowth within the Reserve Areas will give at least 30 days prior written notice to the Association prior to beginning the activity and will not begin the activity if the Association objects to the activity in writing delivered within the 30 days, or will conduct the activity only in accordance with the conditions specified if the Association approves the activity subject to certain procedures or practices being followed. If a Lot owner feels any objection is not well-founded and consistent with the purposes of this Article VI the owner may request a meeting with the Board of Directors of the Association with any disagreement to be resolved by the Board of Directors.
- F. Any permitted utility or drainage system to be located in the Reserve Areas will be constructed or installed underground, except for the existing storm water quality basin.
- G. Nothing in this Declaration shall be construed to prevent Developer or Association from planting additional trees or other plantings in the Reserve Areas.

VII. LOT OWNERS' ASSOCIATION

7.1 Timberline Acres West Home Owners Association Articles of Incorporation for The Timberline Acres West Home Owners Association, a Michigan nonprofit corporation (the "Association") was filed on November 29, 2004. Every owner of Lots 1 through 141 are members of the Association by virtue of the recorded Declaration of Covenants for those Lots, (Lots 1 through 26 as recorded in Liber 3527, Page 371; Lots 27 through 73 as recorded in Amended and Restated Declaration per Liber 4646, Page 960; Lots 74 through 96 as recorded in Liber 4977, page 336; and Lots 97 through 141 as recorded in Doc. No. 2017-0008979); and all future owners of a Lot by the acceptance of a deed or a land contract for a deed will thereby automatically become a member of the Association. The owner of each Lot will collectively have one vote for each Lot owned by voting Association members such as electing the Board of Directors. The owner of each portion of any subdivided Lot will have a fractional vote based on the square feet of the Lot included in each portion.

7.2 Common Areas Areas or facilities owned or maintained by the Association such as Timberline Acres West Lakes, the Reserve Areas and common drainage structures and systems (the "Common Areas") will be subject to control by the Association. The Association shall keep and maintain the Common Areas in a good clean and serviceable condition and in accordance with the Declaration and such other standards as are from time to time established by the Association. The Association shall also be responsible for supervising the construction, maintenance, repair and reconstruction of an improvements that may from time to time be placed upon the Common Areas and/or which service Timberline Acres West generally, drainage structures and systems controlling drainage and/or water levels within Timberline Acres West wherever located to the extent not maintained by others, and entrance signs servicing Timberline Acres West even if located in the public right of way. The Association may also purchase casualty and liability insurance as it determines appropriate in connection with the Common Areas and their operation. The Association is to establish committees of selected lakefront Lot owners on each Timberline Acres West. The minimum standard for maintenance of the drainage structures and systems shall be as established by the Ottawa County Water Resources Commission, although it shall be the Association and not the Commission that shall be responsible for any and all claims, damages, demands, expenses, liabilities and losses of any character or nature arising out of or resulting from maintaining the drainage structures and systems in accordance with those minimum standards.

7.3 Dues and Assessments Each Lot owner in accepting a deed or a land contract for a deed of any Lot, further agrees for himself, his heirs, successors and assigns to pay to the Association annual dues and any special assessments levied by the Association for that Lot in such amount as may be determined by the Association for each year, for the purpose of paying or creating a fund to pay any taxes and assessments levied on land owned by the Association, maintenance and improvement costs associated with Common Areas (including aeration pumps, if any), insurance premiums for insurance maintained by the Association and administrative expenses of the Association, provided an equal annual amount is assessed each year against each Lot for non Timberline Acres West Lake expenses and expenses associated with each Timberline Acres West Lake are specially assessed equally among all Lot owners with frontage on that Timberline Acres West Lake. Notice of the amount and due date of the annual dues and any assessments will be given to each Lot owner.

7.4 Collection of Assessments Each Lot owner shall be obligated to pay all dues and assessments levied with regard to his Lot during the time that he is the owner thereof, and no Lot owner may exempt himself from liability for his dues and/or assessments by waiver of the use or enjoyment of any of the Common Areas. In the event of default by any Lot owner in paying the dues or assessments, the Association may impose reasonable fines and/or charge interest up to the highest rate permitted by law (not exceeding fifteen percent (15%) per annum) on such dues to assessment from the due date thereof. Unpaid dues and assessments, together with such fines and interest, shall constitute a lien on the Lot prior to all other liens except sums unpaid upon a first mortgage or record recorded prior to the recording of any notice of lien by the Association.

Upon the sale or conveyance of a Lot, all unpaid dues and assessments against the Lot shall be paid out of the sale price by the purchaser in preference over any other assessment or charge. A purchaser or grantee shall be entitled to a written statement from the Association setting forth the amount of unpaid Association dues and assessments against the seller or grantor and such purchaser or grantee shall not be liable for nor shall the Lot conveyed or

granted be subject to a lien for any unpaid dues or assessments against the seller or grantor in excess of the amount set forth in such written statement. Unless the purchaser or grantee requests a written statement from the Association at least five (5) days before sale and pays the amount of the statement from the purchase price, the purchaser or grantee shall be liable for any unpaid dues or assessments against the Lot together with interest, costs and attorney's fees uncured in the collection thereof.

7.5 Lien Foreclosures In the event of default payment of any of the Association dues or assessments, the Association, its successors and assigns, may file a notice of claim of lien in the office of the Register of Deeds, Ottawa County, Michigan, for the amount of the unpaid dues or assessments. The notice of claim of lien will state the amount of the unpaid dues or assessment, the legal description of the Lot affected thereby and the name of the delinquent member of the Association. The lien may be foreclosed against the Lot by an action in law or equity or by any other legal proceedings which are or may be permitted by law, including foreclosure in the same manner as a mortgage may be foreclosed under the laws of the State of Michigan, in addition to the foreclosure of the lien, a personal decree for deficiency may be obtained against a member of the Association who is delinquent in the payment of dues or assessments. In an action for foreclosure, a receiver may be appointed and reasonable rental for the Lot may be collected from the Lot owner or anyone claiming under him, and all expenses incurred in collection, including interest, costs and anyone claiming under him, and all expenses incurred in collection, including interests, costs and actual attorney's fees, and any advances for taxes or other liens paid by the Association to protect its lien shall be chargeable to the Lot owner in default. The lien of the Association will not have priority over a recorded first mortgage upon the Lot to a bank or similar financial institution unless the notice of claim of lien has been filed with the Register of Deeds' Office prior to the date of recording of the mortgage. The sale or transfer of any Lot will not affect the lien of the Association, however, the foreclosure of any such prior recorded first mortgage as permitted by the laws of the State of Michigan or the acceptance of a deed in lieu of foreclosure of such first mortgage will extinguish the Association lien as to payments thereof which become due prior to the expiration of the redemption period under said foreclosure or by the acceptance of a deed in lieu of foreclosure. The foreclosure of any mortgage or the acceptance of a deed in lieu of foreclosure of any mortgage will not relieve such Lot for liability of any assessment thereafter becoming due or from the lien thereof.

7.6 Association as Successor to Developer Rights So long as the Developer owns any Lots, the Developer will have the right to assign any or all rights or powers as Developer to enforce these Restrictions or grant approvals, consents, or waivers as provided in these Restrictions to the Association at such time as the Developer determines in the sole discretion of the Developer. Upon such assignment, the Association will have and will succeed to all such granted rights and powers with the same powers as if the Association had been named as Developer in this Declaration. After the Development Period has expired, then whenever in this Declaration consent or approval of the Developer is required or permitted, such consent or approval will be obtained from the Association (except that consent or approval under Section 1.2 must always be by the Developer).

7.7 Association Lands The Timberline Acres West Lakes areas and any and all other lands within or adjoining Timberline Acres West which are conveyed to the Association by the Developer to be Common Areas will be accepted by the Association as the property of

the Association. The Association in consideration of such conveyance will pay any taxes and assessments levied by any governmental authority against said property.

7.8 Rules and Regulations It is intended that the Board of Directors of the Association may make rules and regulations from time to time in connection with use, operation and management of Timberline Acres West. Reasonable regulations consistent with Restrictions and the Articles of Incorporation of the Association concerning the use of the Lots and the Common Elements may be made and amended from time to time by any Board of Directors of the Association. Copies of all such rules, regulations and amendments thereto will be furnished to all owners. However, the Board may not adopt any rule or regulation in violation of the following provisions:

- (a) **Equal Treatment** Similarly situated owners and occupants shall be treated similarly.
- (b) **Speech** Any rights of owners and occupants under the United States or Michigan Constitutions determined by a federal or Michigan Court to be applicable to the Project to display political signs and symbols in or on their Lots of the kinds normally displayed in or outside of residences located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place and manner restrictions for the purpose of minimizing damage and disturbances to other owners and occupants.
- (c) **Religious and Holiday Displays** The rights of owners to display religious and holiday signs, symbols, and decorations in their Lots of the kinds normally displayed in or outside of residences located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place and manner restrictions for the purpose of minimizing damage and disturbance to other owners and occupants.
- (d) **Household Composition** No rule shall interfere with the freedom of occupants of Lots to determine the composition of their households, except that the Association shall have the power to adopt rules limiting use of Lots to single family residential use and to limit the total number of occupants permitted in each Lot on the basis of the size and facilities of the Lot and its fair share use of the Common Elements. In no case shall the occupants of a household exceed the number of unrelated persons permitted by the Park Township Zoning Ordinance.
- (e) **Activities Within Lot** No rule shall interfere with the activities carried on within the confines of Lots, except that the Association may prohibit activities not normally associated with property restricted to single family residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or the owners, that create a danger to the health or safety of occupants of other Lots, that generate excessive noise or traffic, that create unsightly conditions visible outside the Lot, that block views from other Lots, or that create an unreasonable source of annoyance.

- (f) **Alienation** No rule shall prohibit transfer of any Lot, or require consent of the Association for transfer of any Lot, that would cause a delay in the transfer for any period longer than thirty (30) days. The Association shall not impose any fee on transfer of any Lot greater than an amount reasonably based on the costs to the Association of the transfer.
- (g) **Reasonable Rights to Develop** No rule or action by the Association shall unreasonably impede Developer's right to develop the Project and adjoining property.
- (h) **Abridging Existing Rights** If any rule would otherwise require owners to dispose of personal property located at the Project which they owned and were permitted to have on the Project prior to adoption of the rule, such rule shall not apply to any such owners without their written consent.

VIII. RESTRICTIONS IMPOSED PURSUANT TO THE REQUIREMENTS OF THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

- A. The 100 year floodplain elevation for Pine Creek is established by the Department of Environmental Quality, between elevation 592.2 and 593.2 feet, National Geodetic Vertical Datum of 1929 (NGVD29), which will provide residential development a reasonable degree of safety above any expected flooding. The floodplain line encroaches on Lots 145, 146 and Timberline Acres West Park No. 9 (Private), as shown on the final plat drawing.
- B. No filling or occupation below the 100 year floodplain line will be allowed without prior written approval from the Michigan Department of Environmental Quality, and to insure that no further encroachment occurs and to protect future construction from flood damage, the following restriction is imposed on the construction of any building used or capable of being used for residential purposes or occupancy within or affected by the floodplain area.
- C. All residential buildings shall be constructed above and landward of the 100 year floodplain line, and shall not have a lower floor, including basements, which shall extend below the elevation of 593.2 feet, N.G.V. Datum of 1929. If Timberline Acres West Park No. 9 is converted to residential lots, the residential structures shall not have a lower floor, including basements, which shall extend below elevation 593.2 feet, N.G.V. Datum of 1929.
- D. Restrictions pursuant to the requirements of the Michigan Department of Environmental Quality are to be observed in perpetuity, excluded from any time limitation set forth in the declaration and may not be amended without prior written approval from the Michigan Department of Environmental Quality.

IX. RESTRICTIONS PURSUANT TO THE REQUIREMENTS OF THE OTTAWA COUNTY WATER RESOURCES COMMISSIONER

In accordance with Section 280.433 of the Michigan Drain Code (Act 40 of the Public Acts 1956, as amended) special assessment drainage districts have been created to provide for the maintenance of the Timberline Acres West Drain. This Drain District consists of all lots within the plat. At some time in the future, the lots within the Drain District will be subject to a special assessment for the improvement or maintenance of the Timberline Acres West Drain. The route of the Drain is shown on Exhibit "A" attached hereto.

Easements for Surface Drainage

Private Easements for the Timberline Acres West Drain have been dedicated to the Timberline Acres West Drain Drainage District. The locations of the aforesaid easements are shown on the final plat.

These easements for drainage are for the benefit of upland lots within the subdivision and any construction, development, or grading that occurs within these easements will interfere with the drainage rights of those upland lots. Easements for Drainage are for the continuous passage of surface drainage and each lot owner will be responsible for maintaining the surface drainage system across their property. The Ottawa County Water Resources Commissioner's Office does not permit structures in Drainage Easements. This includes, but is not limited to, swimming pools, sheds, garages, patios, decks, fences or other permanent structures or landscaping features. No dumping of grass clippings, leaves, brush or other refuse is allowed within the drainage easement. These items obstruct drainage, restrict flow and plug culverts. This can lead to higher maintenance costs and cause flooding situations.

Block Grading Plan

The block grading plan, attached on Exhibit "B", shows the direction of flow for the surface drainage for all lots. It is the lot owner's responsibility to ensure that the final grading of the lot is in accordance with the block grading plan. During the final lot grading and landscaping, the owner shall take care to ensure that the installation of fences, plantings, trees, and shrubs do not interfere with nor concentrate the flow of surface drainage. No changes will be made in the grading of any lot areas used for drainage which would later affect surface run-off drainage patterns without the prior written consent of the Ottawa County Water Resources Commissioner for all portions of the drainage system.

Minimum Opening Elevation Restrictions

To eliminate the potential of structural damage due to flooding from rear yard drainage, the lot owners shall keep the lowest door or window sill above the minimum opening elevations listed below. The opening elevations listed below together with benchmarks set within the plat are shown on the block grading plan, attached Exhibit "B".

Benchmarks:

- BM #1 620.77:** Top of SE flange bolt under "M" on hydrant at lot line 144 and 145.
- BM #2 616.24:** Top of SW flange bolt under "A" on hydrant near SW corner Lot 151.
- BM #3 621.80:** Top of NE flange bolt under "M" on hydrant at lot line 157 and 158.

The lowest allowable opening elevations are set 1' or more above the 100-year floodplain or hydraulic grade line of the storm system. These elevations are set to reduce the risk of structural damage and the flooding of residential interiors. A waiver from elevations may be granted by the Ottawa County Water Resources Commissioner following receipt of a certification from a registered professional engineer demonstrating that the proposed elevation does not pose a risk of flooding.

Minimum building opening (MBO) elevations for the following lots are:

Minimum basement floor (MBF) elevations for the following lots are:

<u>LOT #</u>	<u>MIN. MBO ELEVATION</u>	<u>MIN. MBF ELEVATION</u>	<u>LOT #</u>	<u>MIN. MBO ELEVATION</u>	<u>MIN. MBF ELEVATION</u>
142	615.0	608.0	152	619.0 (to SW)	612.0
143	613.0	610.0	153	622.0 (to S)	615.0
144	612.0	612.0	154	619.0 (to NE)	612.0
145	612.4	612.4	155	621.0	614.0
146	612.7	612.7	156	622.0	615.0
147	612.0	612.0	157	614.5	614.5
148	610.7	610.7	158	613.4	613.4
149	610.0	610.0	159	612.3	612.3
150	608.0	608.0	160	611.5	611.5
151	618.0	611.0			

Soil Erosion and Sedimentation Control

Each individual lot owner will be responsible for the erosion control measures necessary on each lot to keep loose soil from their construction activities out of the street, catch basins and off of adjacent property. If any sedimentation in the street, catch basins, or adjacent lots is a direct result of construction for a particular site, it is the responsibility of that lot owner to have this cleaned up. This applies to ALL lot owners.

A Soil Erosion and Sedimentation Control Permit must be obtained from the Ottawa County Water Resources Commissioner's Office prior to excavation for any lot within 500 feet of a lake, stream or drain. All conditions set forth by permit shall be met throughout construction activity until permit is allowed to expire.

Footing Drains & Sump Pumps

Laundry facilities or other similar features shall not be connected to a footing drain or pump system discharging to footing laterals and the storm sewer system. Laundry facilities and sewage lift pumps must be drained to the sanitary sewage disposal system.

If a footing drain and sump pump system is provided for view out basements, the connection to the storm sewer system or to an overland outlet is to be made from the sump pump through a check valve system. Under no circumstance shall a gravity connection to the storm sewer be allowed.

All gutters and eave troughs with downspouts connected to an underground piping system shall be connected to the storm sewer within the lot or to be directed to a point in the rear yard so that the discharge point will not drain onto or adversely affect a neighboring lot. If none of these can be accomplished, then splash plates at the gutter downspouts near the residence will be the only alternative. De-chlorinated swimming pool water shall be directed into the street.

Miscellaneous

Each lot owner waives his claim against the Timberline Acres West Drainage District, Ottawa County Water Resources Commissioner, his employees and agents, Park Township, the Engineer, and the Developer from any and all claims, damage and obligation arising from the existence or operation of the drainage system.

Restrictions pursuant to the requirements of the Ottawa County Water Resources Commissioner to be perpetual and shall run with the land. Drain restrictions may not be amended or modified without prior written approval of the Ottawa County Water Resources Commissioner and properly recorded at the Ottawa County Register of Deeds. A waiver of building elevations may be granted by the Ottawa County Water Resources Commissioner following receipt of a certification from a registered professional engineer demonstrating that the proposed elevation change does not pose a risk of flooding. However, under no circumstances shall any opening elevation or basement floor be lower than 592.8 N.G.V. Datum for Lots 145 and 146.

X. ENFORCEMENT OF RESTRICTIONS

10.1 Remedies for Violations In the event of a breach or attempted or threatened breach of any Restriction by any Lot owner, the Developer, Association and/or other Lot owners or any of them, shall be entitled forthwith to full and adequate relief by injunction and all other such available legal and equitable remedies from the consequences of such breach, specifically including a court order enjoining commencement or continuance of construction on any Lot if the plans, the builder or any other aspect of construction require to be approved by the Developer prior to commencement of construction by Article 1 were not approved by Developer as required by Article 1 or are not being implemented as approved.

10.2 Removal and Abatement The violation of any of the provisions of the Restrictions will give the Association or its duly authorized agents the right, in addition to the right set forth above, to enter upon any Lot and the improvements thereon where reasonably necessary and summarily remove and abate at the expense of the owner in violation, any structure thing or condition existing or maintained contrary to the provisions of the Restrictions. The Association will have no liability to any owner arising out of the exercise of its removal and abatement power authorized herein.

10.3 Assessment of Fines The violation of any of the provisions of the Restrictions by any owner will be grounds for assessment by the Association of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all owners as provided in the Declaration. Thereafter, fines may be assessed only upon notice to the offending owners, and an opportunity for such owner to appear before the Board or its relevant committee no less than seven days from the date of the notice and offer evidence in defense of the alleged violation. All fines will be considered levied as part of the assessment against the Lot and owner by the Association may be collected in the same manner as an assessment under Article VII of this Declaration. No fine will be levied for the first violation. No fine will exceed Twenty Five Dollars (\$25.00) for the second violation, Fifty Dollars (\$50.00) for the third violation or One Hundred Dollars (\$100.00) for any subsequent violation (subject to increase to reflect an increase in the Consumers Price Index for All Urban Consumers for the United States, published by the United States Department of Labor).

10.4 Costs to Enforce All costs incurred in enforcing the Restrictions against anyone except the Developer, including reasonable attorneys fees, will be reimbursed by the owner of the Lot or Lots in breach of the Restrictions to the Developer, Association or other Lot owners enforcing the Restrictions.

10.5 Payments and Liens Payment for all reimbursable costs incurred as provided in this Declaration shall be due and payable thirty (30) days after receipt of a statement therefor, which statement shall detail the reimbursement sought, the manner of its calculation and evidence of payment of the reimbursable costs. Any such claim for reimbursement, together with interest and actual costs including attorney's fees incurred in efforts to collect such reimbursement shall be secured right and a lien therefore shall attach to the Lot, and improvements thereon owned by the defaulting Lot owner and may be collected in the same manner as an assessment under Article VII of this Declaration.

10.6 Failure to Enforce No delay or omission on the part of the Developer, Association or the owners of other Lots in exercising any rights, power, or remedy herein provided, will be construed as a waiver thereof or acquiescence in any breach of the Restrictions. No right of action will accrue nor will any action be brought or maintained by anyone whatsoever against the Developer or the Association for or on account of failure to bring any action on account of any breach of these Restrictions, or for imposing Restrictions which may be unenforceable.

10.7 Severability Invalidation of any one of the Restrictions by a court of competent jurisdiction will not affect any of the other Restrictions which will remain in full force or effect.

XI. MISCELLANEOUS

11.1 Binding Effect Developer hereby declares that this Declaration shall be binding upon the Developer, its grantees, successors and assigns, and that the Restrictions created herein shall run with the land. Each owner of a Lot or any portion of a Lot by acceptance of a deed, land contract or other conveyance to a Lot or any portion of a Lot thereby agrees to all Restrictions.

11.2 References to Development Period and Lot Owners The Development Period will be until the Developer has created and sold 250 Lots or, if sooner, when the Developer records a declaration declaring the Development Period ended. Wherever reference is made in this Declaration to the owner of a Lot or a Lot owner, such reference shall be deemed to include all owners collectively with any ownership interest in the respective Lots respectively owned by them, whether there shall be one or more such owners.

11.3 Notices All notices, demands, requests, consents and approvals required or permitted under this Declaration shall be in writing and shall be given or served by personal delivery or postage prepaid United State first class, registered or certified mail, return receipt requested, to the party at that party's last known address. Notice shall be deemed to have been on the earlier of (a) the date when received, or (b) on the second business day after mailing if mailed in the State of Michigan.

11.4 No Gift or Dedication Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Lots or other areas in Timberline Acres West to the general public or for any public purposes whatsoever it being the intention of the Developer that this Declaration shall be strictly limited to the purposes herein specifically expressed.

11.5 No Third Party Beneficiaries No third party, except grantees, heirs, representatives, successors and assigns of the Developers, as provided herein, shall be a beneficiary of any provision of this Declaration.

11.6 Captions The captions of the Articles and Sections of the Declaration are for convenience only and shall not be considered or referred to in resolving questions or interpretation and construction.

11.7 Governing Law This agreement shall be construed, interpreted and applied in accordance with the laws of the State of Michigan.

XII. AMENDMENT AND DURATION

12.1 Notice of Amendments Any amendment shall become effective ten days after notice of adoption of the amendment, together with a copy of the recorded amendment, is mailed to all Lot owners.

12.3 Amendment and Duration This Declaration will remain effective for a period of twenty-five (25) years from the date this Declaration is recorded, after which time the effectiveness of this Declaration will be automatically extended for successive periods of ten (10) years. Except as provided in Articles VIII, IX, and X, this Declaration may be amended, altered, modified or terminated by a written instrument executed by the owners of two-thirds of the lots in said plat and Steden Properties, so long as Steden Properties holds fee simple title to any lot in this plat.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 20th day of March, 2018.

STEDEN PROPERTIES, LLC
a Michigan limited liability company

By: Dennis L. Owen
Dennis L. Owen, Member

By: Steven J. Owen
Steven J. Owen, Member

STATE OF MICHIGAN)
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 20th day of March, 2018, by Dennis L. Owen, Member, and Steven J. Owen, Member, of Steden Properties, LLC, a Michigan limited liability company on behalf of said limited liability company.

James A. Swanson
James A. Swanson
Notary Public, Kent County, Michigan
My Commission Expires: 01/09/2020

Prepared by and return to:
✓ Dennis Owen
Steden Properties, LLC
117 Greenhill Drive
Holland, MI 49424

EXHIBIT "A"

ROUTE OF TIMBERLINE ACRES WEST DRAIN TIMBERLINE ACRES WEST NO. 5

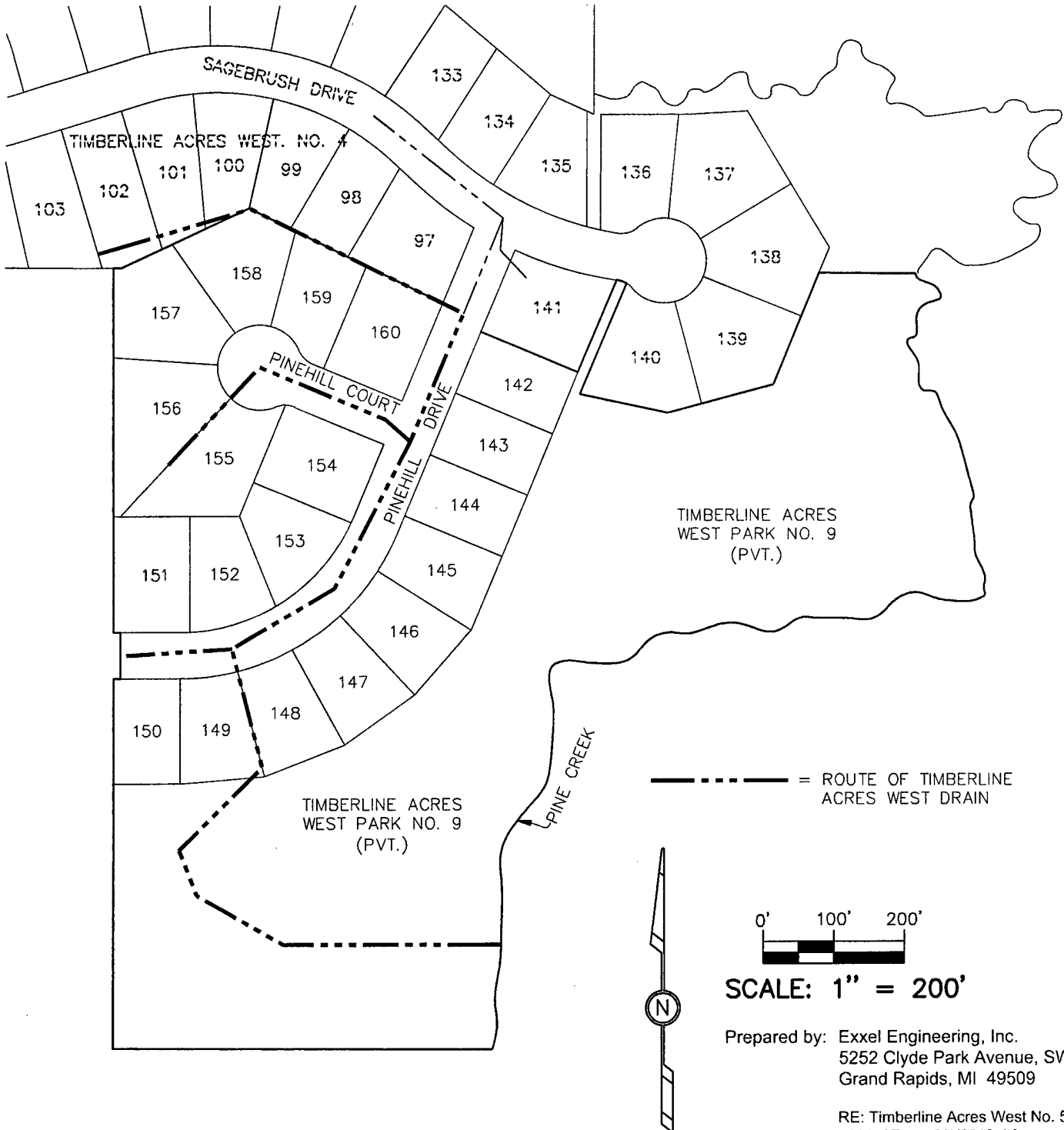
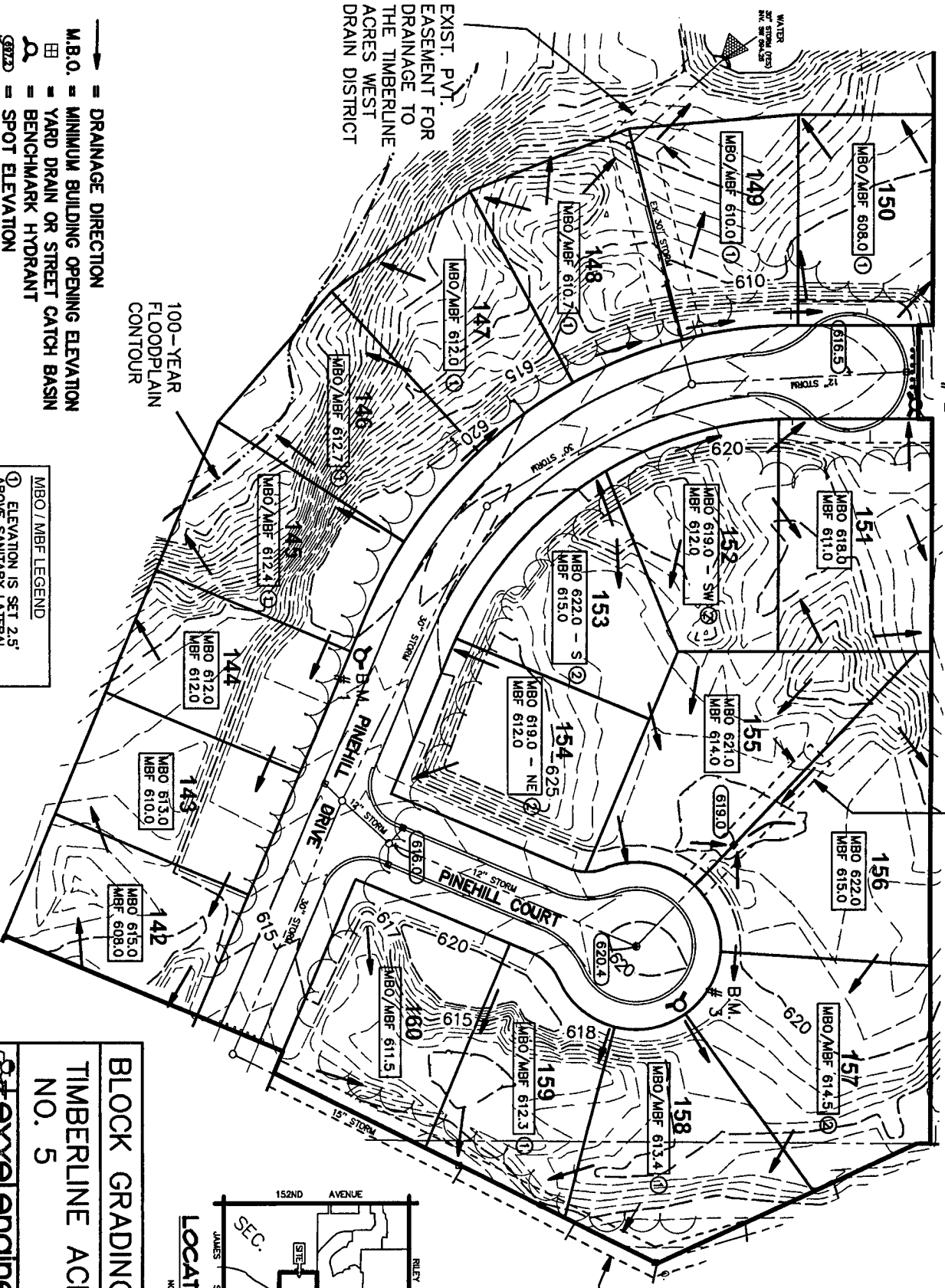


EXHIBIT "B"

PROP. 20' PVT. EASEMENT
FOR DRAINAGE TO THE
TIMBERLINE ACRES WEST
DRAIN DISTRICT

B.M.
2



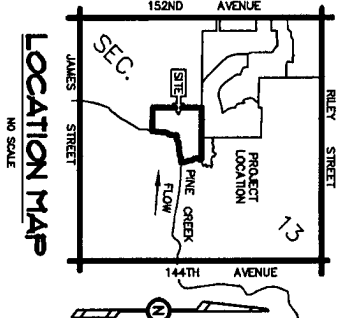
EXIST. PVT.
EASEMENT FOR
DRAINAGE TO
THE TIMBERLINE
ACRES WEST
DRAIN DISTRICT

EXIST. 20' PVT.
EASEMENT FOR
DRAINAGE TO
THE TIMBERLINE
ACRES WEST
DRAIN DISTRICT

100-YEAR
FLOODPLAIN
CONTOUR

- = DRAINAGE DIRECTION
- M.B.O. = MINIMUM BUILDING OPENING ELEVATION
- 田 = YARD DRAIN OR STREET CATCH BASIN
- Q = BENCHMARK HYDRANT
- ② = SPOT ELEVATION
- WO = WALKOUT BASEMENT
- DL = DAYLIGHT BASEMENT

- MBO / MBF LEGEND
- ① ELEVATION IS SET 2.5' ABOVE SANITARY LATERAL INVERT.
 - ② GRADING REQUIRED ON LOT TO ACHIEVE THIS MBO / MBF



BLOCK GRADING PLAN
TIMBERLINE ACRES WEST
NO. 5

Staxel engineering, Inc.
planners • engineers • surveyors
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