

RECORDED

2002 JUL -9 PM 3:32

*[Signature]*  
REGISTER OF DEEDS  
OTTAWA COUNTY, MI

DECLARATION OF  
BUILDING AND USE RESTRICTIONS  
AND  
PROTECTIVE COVENANTS  
FOR  
TIMBERLINE ACRES WEST  
LOCATED IN \_\_\_\_\_  
PARK TOWNSHIP, OTTAWA COUNTY, MICHIGAN

WHEREAS, KVV VENTURE, a Michigan Co-partnership, at 547 Baldwin Street, Janison, MI 49428, being owners of land located in Park Township, Ottawa County, Michigan, known as Timberline Acres West, viz:

Lots 1 through 26, inclusive, Timberline Acres West, part of the NW 1/4, Section 13, T5N, R16W, Park Township, Ottawa County, Michigan,

according to the recorded plat thereof,

do 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.

WITNESSETH: It is hereby agreed that the following set of building and use restrictions and protective covenants shall be recorded as blanket encumbrances against all of the lots above described, and the above signed for themselves, their assigns and heirs, do hereby agree as follows:

1. All lots in said plat shall be known and described as residential single family lots with dwellings not to exceed 2 1/2 stories in height and an attached garage for at least two (2) cars, but not more than three (3) cars.
2. It being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same as or better than that being used to produce the construction under way in the plat at the time of recording these covenants.
3. 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 KVV VENTURE, as to quality of workmanship and materials, harmony of exterior design with existing structures.
4. No dwelling shall be located on any residential site nearer than 40 feet from the front lot line, nor nearer than 10 feet from any side line, except that no building will be located nearer than 40 feet from any side street line per strict compliance with the ordinances of the Township of Park, County of Ottawa, pertaining thereto and the statutes of the State of Michigan in such cases made and provided.
5. No dwelling shall be erected or placed on any lot having a width of less than 90 feet at the minimum building setback line. No dwelling shall be erected or placed on any lot having less than 15,000 square feet.
6. No noxious or offensive trade or activity shall be carried on upon any site nor shall anything be done thereof which may be or may become an annoyance or nuisance to the neighborhood.
7. No existing structure shall be moved onto any lot in this plat from an offsite location. Nor shall any pre-built, manufactured, modular or log home be allowed in this plat.
8. No commercial vehicle shall be parked outside of a garage in this plat except when it is being used for delivery or service to a residential home in said plat.

2002 JUL -9 PM 3:32  
REGISTER OF DEEDS  
OTTAWA COUNTY, MI

9. No dwelling shall be erected on the lots in this plat with a square foot area of the main structure (exclusive of one-story open porches and garages) of less than the following:

For Lots 2-10 inclusive:

One story	= 1450 sq. ft. ground floor area
1 1/2 story	= 1800 sq. ft. combined main floor & 2nd floor
2 story	= 1800 sq. ft. combined main floor & 2nd floor
Tri-level	= 1800 sq. ft. first two floors
Bi-level	= 1450 sq. ft. first floor

For Lots 1 and 11-26 inclusive:

One story	= 1600 sq. ft. ground floor area
1 1/2 story	= 2000 sq. ft. combined main floor & 2nd floor
2 story	= 2000 sq. ft. combined main floor & 2nd floor
Tri-level	= 2000 sq. ft. first two floors
Bi-level	= 1600 sq. ft. first floor

10. Construction once started on a building site must be completed within 12 months and landscaping of the site must be completed within 12 months of the completion of the building.

11. The exterior of buildings shall be of wood, brick, stone, aluminum, vinyl or a combination of these or comparable material. No exposes concrete block or asbestos cement shingles will be permitted. All residential driveways shall be a hard surface of concrete, asphalt or paving bricks extending from the street to the garage.

12. Accessory buildings shall be of the same architectural style, materials, and color combination used for the home on the lot where said accessory building is to be constructed, and said accessory building is to be in strict compliance with Park Township zoning ordinance.

13. No vehicles shall be permitted on any lot in this plat which have been non-operating for a period in excess of fifteen (15) days. All such vehicles shall be parked on paved surfaces.

14. No excess dirt or fill may be removed from this development without permission of plat owners.

15. No campers, trailers, motorhomes, boats or any kind of recreational vehicle may be stored or parked on any lot (except within a garage located thereon) for a period longer than a cumulative total of fourteen days during any one calendar year or for more than 48 hours consecutively.

16. All lot owners shall keep and maintain the exterior of their residence and all improvements, including lawn and landscaping clean, neat and attractive and in good repair.

17. Fences shall be erected in areas where required per current Park Township Zoning Ordinance, however, under no circumstances will fences be allowed in the front yard. In the case of corner lots, the lot will be considered to have a front yard along each street.

#### 18. TIMBERLINE ACRES WEST HOME OWNERS ASSOCIATION

A. KVV VENTURE, its successors or assigns, will at sometime in the future, form a home owners association, as a Michigan non-profit corporation composed of the owners of all the lots in this plat and any lots within future phases of Timberline Acres West plat. Every owner of a lot in the plat, by acceptance of a deed or land contract therefore, shall automatically become a member of the Association. The Association shall own fee simple title to the park areas and natural paths or walkways within Timberline Acres West Plat. The Association will be responsible for managing, maintaining, administering, repairing and/or replacing such park, path or walkway areas, for assessing and collecting dues from the lot owners to pay the Association's expenses, including but not limited to, payment of real property taxes assessed against the park, path or walkway areas, and for such other matters as may be delegated to it by KVV VENTURE, by this Declaration, or by any other documents pertaining to the Association.

B. The Association has the right, among other things, to assess and collect assessments from all owners to pay the Association's expenses, and to obtain and maintain insurance for the park and walkway areas as depicted on the recorded Timberline Acres West Plats.

- C. When the provisions of this Declaration or the Association's By-laws call for the vote of the owners of lots in the Property, each owner shall be entitled to cast one vote for each Parcel owned. Each lot within the Timberline Acres West Plats shall be assigned an equal value of the private park and walkway areas within the development.
- D. KVV VENTURE anticipates developing additional phases of Timberline Acres West which may contain park, open water landscaped berms and walkway areas which may be dedicated to the Association. The owners of lots within future phases shall be members of the Association.

19. RESTRICTIONS PURSUANT TO THE REQUIREMENTS OF THE  
OTTAWA COUNTY DRAIN COMMISSION

- A. In accordance with Section 280.433 of the Michigan Drain Code (Act 40 of the Public Acts 1966, as amended) a special assessment drainage district has been created to provide for the maintenance of the Timberline Acres West County Drain. The Drain District consists of all lots within the plat. At some time in the future, the lots within the Drainage District will be subject to a special assessment for the improvement or maintenance of the Timberline Acres West County Drain. The route of which is shown on Exhibit "A" attached hereto.
- B. Private Easements for the Timberline Acres West County Drain have been shown on the final plat of Timberline Acres West.
- C. Most of the lots in the subdivision are subject to the aforesaid private easements for drainage. No development grading, or construction is permitted within these private easements for drainage. This includes, but is not limited to, swimming pools, sheds, garages, patios, decks or any other permanent structure or landscaping feature that may interfere with the drainage system or pond. Each lot owner will be responsible for maintaining the surface drainage system across his property.
- D. The direction of flow for the surface drainage for all lots is shown on the block grading plan, Exhibit "B" attached hereto. It is the lot Owners 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 the surface drainage from one lot onto the next lot.
- E. To eliminate the potential of structural damage due to flooding from seasonal high ground water, the lot owners shall keep the lowest door or window sill/ and/or basement floor above the minimum 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".

Benchmark #1 elevation 616.55      Top of SE flange bolt under "E" on hydrant on East side of Joshua Court SW of house #3006

Benchmark #2 elevation 619.55      Top of SE flange bolt under "E" on hydrant on East side of Joshua Court at lot line 3/4.

Benchmark #3 elevation 618.27      Top of NE flange bolt under "E" on hydrant at NE corner of Joshua Court and Creek Edge Drive.

Benchmark #4 elevation 611.11      Chiseled square on top of South end of 42" concrete FES on South side of Creek Edge Drive 25' ± South of the NE corner of Lot 26.

Benchmark #5 elevation 616.06      Top of flange bolt under "E" on hydrant at NE corner of Creek Edge Court and Creek Edge Drive.

Benchmark #6 elevation 619.76      Top of Northerly flange bolt under "E" on hydrant at North end of Creek Edge Court at lot line 15/16.

minimum building opening and/or basement floor elevations for the following lots are:

LOT#	MIN. BASEMENT FLOOR ELEV.	MIN. OPENING ELEVATION	LOT#	MIN. BASEMENT FLOOR ELEV.	MIN. OPENING ELEVATION
1-4	611.0	614.0	17	613.0	617.0
5	611.2	614.2	18	612.5	615.5
6,7	611.5	615.0	19	612.5	615.5
8	611.6	614.5	20	610.5	610.5
9, 10	612.0	615.0	21	611.0	611.0
11	611.5	614.5	22	611.0	611.0
12	611.5	614.5	23	611.5	611.5
13	612.0	615.0	24	609.7	612.2
14	612.5	615.5	25	609.2	612.2
15	612.5	616.0	26	609.2	612.2
16	612.5	617.0			

F. For Lots 1 through 6, inclusive and 20 through 26, inclusive, a Soil Erosion and Sedimentation Permit, as required by Public Act 347 of 1972, shall be obtained.

G. For all other lots, 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 and off of adjacent lots. If any sedimentation in the street, catchbasins, 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.

H. All gutters and eavetroughs with downspouts connected to an underground piping system shall be connected to the footing drain connection provided for that lot, if any, the street storm sewer system, or to be directed to a point in the rear yard so that the discharge point will not drain onto or adversely effect a neighboring lot. If none of these can be accomplished, than splash plates at the gutter downspouts near the residence will be the only alternative. Swimming pools shall not be drained onto lawn areas, but to the footing drain, if provided, or directed into the street.

I. Each lot owner waives his claim against The Timberline Acres West Drain District, Ottawa County Drain 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.

19. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifteen (15) years from the date these covenants are recorded. These covenants shall automatically be extended for a successive periods of ten (10) years. Changes or modification of any provision contained herein to carry out the spirit or intent of these covenants, shall be permitted solely by a written instrument executed by the owners of two-thirds of lots in said plat, and KVV Venture, so long as KVV Venture holds fee simple title to any lot in this plat, except for restrictions pursuant to the requirements of the Ottawa County Drain Commission (OCDC) are to be perpetual and shall run with the land. These restrictions may not be amended or modified without prior written approval of the OCDC and properly recorded at the Ottawa County Register of Deeds, however, modification of building opening elevations need only prior written approval of the OCDC. If said owners, their successors or assigns, or any other person shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning any real property situated in said plat to prosecute by law or in equity against the offender. Such actions are to prevent the violators from changing or modifying these restrictions or to recover damages for such violations.

20. Invalidity of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 8<sup>th</sup>  
day of July, 2002.

KVW VENTURE  
a Michigan Co-partnership  
547 Baldwin Street  
Janison, MI 49426

IVAN H. KOETJE TRUST, CO-PARTNER

By: Ivan H. Koetje  
Ivan H. Koetje, Trustee

JOHN F. KOETJE TRUST, CO-PARTNER

By: John F. Koetje  
John F. Koetje, Trustee

DONALD WONDERGEM TRUST,  
CO-PARTNER

By: Donald Wondergem  
Donald Wondergem, Trustee

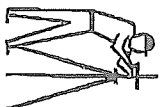
STATE OF MICHIGAN     )  
                                  )SS  
COUNTY OF OTTAWA     )

Personally came before me this 8<sup>th</sup> day of July, 2002, the above  
named Ivan H. Koetje, Trustee of the Ivan H. Koetje Trust, Co-partner; John F. Koetje, Trustee  
of the John F. Koetje Trust, Co-partner; and Donald Wondergem, Trustee of the Donald  
Wondergem Trust, Co-partner of the above named co-partnership, to me known to be the  
persons who executed the foregoing instrument, and to me known to be such co-partners of  
said co-partnership and acknowledged that they executed the foregoing instrument as such co-  
partners as the free act and deed of said co-partnership.

Neil A. Sharpe  
Neil A. Sharpe  
Notary Public, Ottawa County, Michigan  
My Commission Expires: 9/17/05

✓ Prepared by:  
Neil A. Sharpe  
Exxel Engineering, Inc.  
5252 Clyde Park, SW  
Grand Rapids, MI 49509

R982636E



5252 CLINE PARK, S.W. • GRAND RAPIDS, MI. 49509  
PHONE (616) 531-1660



**B.M. = BENCH MARK LOCATIONS**

DRAWING BY: <b>DGB</b>		FILE NO.: <b>30000000</b>	
APPROVED BY: <b>MS</b>		SHEET <b>1</b> OF <b>1</b>	
DATE: <b>4/29/06</b>			