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STATE OF MICHIGAN
COUNTY OF HOLLAND
RECORDS DEPARTMENT

JUN 23 4 39 PM '88

Maria J. Jones

REG. DEEDS

DECLARATION OF EASEMENTS AND
RESTRICTIVE COVENANTS

MOUNTAIN RIDGE NO. 1 DEVELOPMENT COMPANY, a Michigan corporation, of 787 Chicago Drive, Holland, Michigan 49423 (the "Developer"), is the owner of all of the property contained in a development known as MOUNTAIN RIDGE SUBDIVISION NO. 1 located in the Township of Ada, Kent County, Michigan, on the property described on Exhibit A attached hereto (the "Development"). In this Declaration, the Developer establishes the following easements in the Development, as well as certain limitations, restrictions and uses to which all of the parcels in the Development may be put.

The declarations, easements, restrictions and limitations imposed in this Declaration are based on the following factual recitals:

A. Developer plans to divide the Development into parcels as described on Exhibit B and identified by the letters "A" through "F." (Each divided portion is individually referred to as a "Parcel," and collectively they are referred to as the "Parcels").

B. Developer wishes to permit the development of the Development into a community suitable for family living and, at the same time, wishes to maintain, insofar as possible, the natural character of this beautiful property by requiring all man-made structures to blend into the natural background rather than stand out against it.

C. It is essential to the value of the Parcels that the Development be perpetually maintained in a manner consistent with high environmental, aesthetic and residential standards.

D. To accomplish these goals, Developer desires to impose certain building and use restrictions, covenants and conditions, as set forth below, upon and for the benefit of all Parcels and the Development as a whole.

E. Developer also desires to provide for the maintenance of a private roadway that serves the Parcels and their owners.

F. Developer is willing to sell the Parcels, but all buyers and subsequent owners must accept the Parcels subject to the declarations, covenants, restrictions and conditions set forth below.

SECTION 1. DEFINITIONS

As used in this Declaration, the terms set forth below shall have the following meanings:

1.1 "Architectural Control Committee" shall mean the

committee appointed in accordance with the provisions of Section 5 below.

1.2 "Association" shall mean the Mountain Ridge Subdivision Association, a Michigan not-for-profit corporation.

1.3 "Developer" shall mean Mountain Ridge No. 1 Development Company, a Michigan corporation, the proprietor of the land within the Development, or its successors or any person or entity to whom or to which it may, in a document recorded with the Register of Deeds of Kent County, Michigan, expressly assign one or more of its rights hereunder or delegate all or any of its authority hereunder.

1.4 "Development" shall mean the property located in Section 18, Township 7 North, Range 10 West, Kent County, Michigan, described on Exhibit A.

1.5 "Family" shall mean not more than two persons, whether or not related by blood or marriage; or, alternatively, but not cumulatively, (A) a man or a woman (or a man and woman living together as a husband and wife), (B) the children of either and of both of them, and/or (C) the parents of either but not both of them, and (D) no other persons.

1.6 "Improvement" shall mean every building of any kind, fence or wall, pool, tennis court, or other structure or recreational facility which may be erected or placed on any Parcel, any drainage system that may be established thereon, any driveway or landscaping thereon, or the water or septic systems or any part thereof on any Parcel.

1.7 "Maintenance Charge" shall mean the payments provided for in Section 3.1 below.

1.8 "Parcel" shall mean any one of the parcels within the Development as described on Exhibit B. "Parcels" shall mean all such parcels.

1.9 "Parcel Owner" shall mean any person or other entity owning or purchasing a Parcel and any person having the right of occupancy of the dwellings constructed on that Parcel.

1.10 "Roadway" shall mean all easements described in the survey recorded in Liber 208 of Surveys at Pages 43-45, Kent County records, a copy of which is attached hereto as Exhibit C, all of which may, to the extent they are located in the Development, be used by the Parcel Owners (and by the owners of other property outside of the Subdivision that is served by the Roadway) for ingress and egress and for the installation, repair and maintenance (including reconstruction) of utilities.

SECTION 2. EASEMENTS

2.1 (a) Perpetual easements appurtenant are hereby established across, over and through the property described and depicted on Exhibit C (to the extent they are located within the Development) for the purpose of ingress and egress and for the construction, maintenance and repair (including reconstruction) of utilities.

(b) Such perpetual easements appurtenant shall burden the land they pass across, over and through and benefit and run with all of the Parcels and the other property they serve, including property located outside of the Development.

2.2 Use of the Roadway described in Section 2.1 shall be subject to such rules and regulations as the Association may establish from time to time for safety purposes and for the purpose of protecting the peace and quiet of the Development or for such other purpose as the Association shall, in its sole discretion, determine. Rules and regulations may include, but are not limited to, the establishment of hours of use, the type and extent of use permitted, speed limits, the size of vehicles which may use the Roadway, and the prohibition or limitation of parking.

2.3 Developer hereby reserves an easement for itself, the Association and any provider of utility services to enter upon any Parcel, if necessary, to install, construct, operate, maintain, repair or replace any facility it operates or controls, such as the Roadway and utilities, whether under or above ground, and for any other proper purpose.

SECTION 3. MAINTENANCE OF ROADWAY

3.1 The Association shall keep and maintain the Roadway in a good and serviceable condition. The Association's duties shall in this regard include, but not necessarily be limited to, reconstruction, repair and snow removal, all as a majority of its directors shall from time to time see fit to perform or have performed. The Association may initially pay all costs incurred while performing these duties. However, each Parcel Owner shall ultimately share equally in these costs, regardless of (a) the degree of use to which any Parcel Owner puts the Roadway, and (b) the location of any Parcel along the Roadway. The Association shall bill each Parcel Owner for his proportionate share of these costs as they are incurred, or at such other time or in such other manner as the directors of the Association may in their discretion deem appropriate. Each Parcel Owner shall promptly reimburse the Association for his share of these costs, as reflected upon the statement tendered.

3.2 (a) Provided he is current in his obligations under this Section 3, each Parcel Owner shall be released from all personal liability for maintenance costs immediately upon the

sale or other conveyance of his complete fee interest in the Parcel owned by him that is benefited or burdened hereunder.

(b) If any Parcel Owner or his successor and assigns fails to pay any statement tendered by the Association to him within ten days after receipt of a statement, the amount of the statement, together with interest at the maximum legal rate and reasonable attorneys' fees necessary for collection, shall automatically become a continuing lien upon the Parcel or Parcels owned by the Parcel Owner who has failed to pay. This lien shall be superior to all claims to such Parcel or Parcels except purchase money first mortgages, as well as an enforceable personal obligation of the Parcel Owner. The Association, or its successors and assigns, may, upon the failure of a Parcel Owner to pay any statement rendered by the Association, record notice of its claim of lien against any such Parcel and thereafter pursue an action to foreclose the lien in any manner now or in the future permitted by law or equity, including, but not limited to, that which is commonly known as a foreclosure by advertisement. In this regard the Parcel Owner hereby grants the Association a power of sale and authorizes the Association to sell the Parcel to which delinquent charges are attributable, or cause it to be sold, at public auction and to deliver to the purchaser good and marketable title of the Parcel, subject only to any purchase money first mortgage. The proceeds received at such a sale shall be distributed in accordance with the priorities established by applicable law. The Association may in addition to or instead of foreclosure obtain a personal judgment against the Parcel Owner.

SECTION 4. OTHER EASEMENTS

4.1 No Parcel may be subdivided for a period of 10 years beginning from the date of its purchase from the Developer.

4.2 No Parcel Owner shall be permitted to grant any right-of-way or easement across his Parcel to any person or to benefit any parcel of property except as otherwise provided in this Declaration. This restriction shall not include the usual utility easements.

SECTION 5. ARCHITECTURAL CONTROL COMMITTEE

5.1 An Architectural Control Committee (the "Committee") shall be established. Until all Parcels are sold by the Developer, the Committee shall consist of Rob Cumming, Frederic W. Krueer and Mark DeVries or such other persons as are appointed by the Developer. Upon the sale of all parcels by the Developer, the Committee shall consist of one or more persons appointed by a majority of the Parcel Owners, and the Parcel Owners shall have the right to terminate the tenure of any member of the Committee at any time and for any reason and to appoint new or additional members to the Committee at any time.

5.2 Except as otherwise provided, a majority of the members of the Committee shall have the power to act on behalf of the Committee without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may act only by written instrument setting forth the action taken and signed by the members of the Committee consenting to such action.

5.3 If any Parcel Owner is aggrieved by a decision of the Committee, he may appeal for relief to the Parcel Owners as a group.

SECTION 6. APPROVAL OF CONSTRUCTION BY COMMITTEE

6.1 The Developer recognizes that there can be an infinite number of concepts and ideas for the development of Parcels consistent with its plan for the Development. The Developer wishes to encourage the formulation of new or innovative concepts and ideas. Nevertheless, for the protection of all Parcel Owners and for the preservation of the Developer's concept for the development of the Development, the Developer wishes to make certain that any development of a Parcel will maintain the natural beauty of the Development and, as much as reasonably possible, blend man-made structures into the natural background. In order to meet these objectives, the Developer gives the Committee the power to review and approve or disapprove all Improvements to the Parcels prior to their implementation.

6.2 No Parcel Owner shall construct, alter, or maintain any Improvements on a Parcel or perform any significant alteration of the terrain until all of the following have been completed:

a. The Parcel Owner has submitted to the Committee a complete set of preliminary sketches showing floor plans, exterior elevations, and an outline specification for materials and finishes.

b. The Committee has approved the preliminary sketches.

c. Upon approval of preliminary sketches, the Parcel Owner has submitted to the Committee one complete set of plans and specifications therefor, in form satisfactory to the Committee, showing insofar as is appropriate:

i. The size and dimensions of the Improvements;

ii. The exterior design;

iii. The exterior color scheme;

iv. The exact location of the Improvements on the Parcel; and

v. The location of the driveways, parking areas and landscaping.

d. Such plans and specifications have been approved in writing by the Committee.

Approval of preliminary sketches and detailed plans and specifications may be withheld, not only because of their noncompliance with any of the restrictions and conditions contained in this Declaration, but also because of the reasonable dissatisfaction of the Committee as to the location of the structures on the Parcel, color scheme, finish, design, proportions, shape, height, type, or appropriateness of the proposed Improvement or alteration, the materials used therein, the kind, shape, or type of roof proposed to be placed thereon, the number of trees that must be removed, the degree of terrain alteration involved, or because of its reasonable dissatisfaction with any matter or things which, in the reasonable judgment of the Committee, would render the proposed Improvement inharmonious or out of keeping with the Development or with the Improvements erected in the immediate vicinity of the Parcel.

6.3 Notwithstanding the powers granted the Committee in Section 6.2, no dwelling shall be approved unless the following conditions are met: Every development plan shall provide that the exterior wall structure of a dwelling will be composed of at least eighty percent (80%) brick or stone. The minimum allowable size for one-story dwellings, exclusive of open porches and garages, shall be 2,000 square feet. The minimum allowable size for two-story dwellings, exclusive of open porches and garages, shall be 2,400 square feet. If the Improvement plan provides for the construction of a garage, that garage must be attached to the dwelling.

6.4 If at any time a Parcel Owner shall have submitted to the Committee plans and specifications in accordance with this section for a structure or alteration, and the Committee has neither approved such plans and specifications within 30 days from the date of submission nor notified the Parcel Owner of its objection within such 30-day period, then those plans and specifications shall be deemed to have been approved by the Committee. In the event that a Parcel Owner shall file revised plans and specifications for a structure or alteration with the Committee after receiving objections from the Committee with respect to original plans and specifications and the Committee has neither approved them nor notified the Parcel Owner of further objections within 30 days from the date of resubmission, then those revised plans and specifications shall be deemed to have been approved by the Committee.

SECTION 7. CARE AND APPEARANCE OF PREMISES

Parcel Owners shall maintain the exterior of all Improvements on any Parcel and the Parcel itself in a neat and attractive manner, and in good condition and repair.

SECTION 8. USES PERMITTED AND PROHIBITED

8.1 Parcels shall be used solely for the construction of one single-family residence (including a garage for private use) and shall be limited in use and occupancy to single-family residential purposes for one Family.

8.2 No offensive activity or activity which is in violation of any law, ordinance, statute or governmental regulation shall be carried on in the Development, nor shall anything be done which may be or become an annoyance or a nuisance to the other Parcel Owners in the Development.

8.3 At no time shall there be permitted to be kept anywhere in the Development any commercial vehicles, mobile homes, motor homes, recreational vehicles, wrecked or disabled automobiles, or similar objects, unless stored in a garage permitted to be constructed under Section 8.1 above, nor shall any camping be permitted upon any Parcel; provided, however, that for a period of not more than one year after executing a binding purchase agreement for a Parcel, a Parcel Owner and his immediate family may camp on his Parcel in a manner that does not interfere with the rights of other Parcel Owners.

8.4 The exterior of any Improvement being constructed upon a Parcel shall not remain incomplete for a period of longer than six months from the date upon which construction of the Improvement was commenced. All construction shall be diligently pursued to completion.

8.5 No building shall be erected, altered, placed, or permitted on any lot other than one detached single-family dwelling with an attached private garage. No trailers, basement, shack, garage, or other outbuilding erected on any lot shall at any time be used as a residence on the Parcel.

SECTION 9. RULES AND REGULATIONS

All Parcel Owners and their guests and invitees shall abide by such rules and regulations as are promulgated by the Association.

SECTION 10. ENFORCEMENT

10.1 For a violation or breach of any of the provisions of this document, the Association or any Parcel Owner shall have the

right to proceed at law or in equity to compel compliance with its terms or to prevent the violation or breach. In addition, the Association may foreclose any lien granted hereunder.

10.2 The invalidation of any one or more of the provisions of this Declaration by any court of competent jurisdiction in no wise shall affect any of the other reservations and restrictions, but they shall remain in full force and effect.

SECTION 11. ASSOCIATION

11.1 Any person acquiring legal or equitable title to the Parcel shall automatically by virtue of their title become a member of the Association. The Association consists of all Parcel Owners in the Development and all parcel owners in an adjoining development and exists for the purpose of maintaining and policing the Roadway. The Association is entitled to carry on such business as is authorized by its Articles of Incorporation, including, but not limited to, the powers granted it in the following provisions.

11.2 As a member of the Association, and in consideration of having the right to use the Roadway, each owner of legal or equitable title to any Parcel by acquiring such legal or equitable title agrees for himself, his heirs, successors and assigns, to pay to the Association any dues, assessments, charges, costs, or fines as may from time to time be levied by the Association for any lawful reason.

11.3 Notice of the amount of any Maintenance Charge or other charge, dues, assessment, or fine shall be given to the owner of legal and equitable title to any Parcel by first-class mail addressed to his last-known address as it appears on the rolls of the Association.

11.4 Any Maintenance Charge or other charge not paid on or before the due date established by the Association shall be considered as being in default and shall bear interest at the highest rate then permitted by law. Such interest, and all costs incurred by the Association in connection with the collection of any such charge, including reasonable attorneys' fees, shall be collectible by the Association and shall constitute a continuing lien upon any Parcel owned by the responsible Parcel Owner. Such lien may be enforced in accordance with the procedure set forth in Section 3.2 above. All such charges shall also be the personal obligation of the Parcel Owner against whom they were assessed.

11.5 The Association shall be managed by its board of directors in accordance with Bylaws therefor adopted by the Developer. The Bylaws may further define the rights and obligations of the Association and its members, but this Declaration shall govern in the event of an inconsistency between it and the Association's Bylaws.

SECTION 12. ASSIGNMENT OF RIGHTS

All rights granted to Parcel Owners in this Declaration shall not be further assignable by them except as an appurtenance to and in conjunction with a sale of their Parcel.

SECTION 13. AMENDMENT

The covenants and restrictions of this Declaration shall run with the land in perpetuity and be binding forever. If the Developer owns any Parcel, these restrictions may be amended by the affirmative written action of the Developer and 50% of the owners of all Parcels not owned by the Developer. So long as the Developer owns any Parcel, this instrument may not be amended at any time without the consent of the Developer. In the event the Developer no longer owns any Parcel, these restrictions may be amended only by the affirmative written action of the owners of all Parcels. 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 Parcel Owners. Notwithstanding the foregoing provisions of this Section 13, the easements reserved and granted in this instrument and the provisions of this instrument pertaining to the establishment and financing of the Association shall be binding perpetually, and no amendment shall modify or terminate such provisions, as they benefit adjoining property as well as the Parcels.

IN WITNESS WHEREOF, the Developer has executed this instrument as of this 9th day of June, 1989.

WITNESSES:

J. G. Cameron, Jr.
J. G. Cameron, Jr.
Beth O'Strander
Beth O'Strander

MOUNTAIN RIDGE NO. 1 DEVELOPMENT COMPANY

By Robert M. Cumming, Jr.
Robert M. Cumming, Jr.
Its President

STATE OF MICHIGAN)
 : ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 9th day of June, 1989, by Robert M. Cumming, Jr., the President of MOUNTAIN RIDGE NO. 1 DEVELOPMENT COMPANY, a Michigan corporation, on behalf of said corporation.

THIS INSTRUMENT PREPARED BY:

Timothy P. VerHey
Warner, Norcross & Judd
900 Old Kent Building
Grand Rapids, Michigan 49503

Beth Ann O'Strander
Beth Ann O'Strander
Notary Public; Kent County,
Michigan
My Commission Expires: 4/18/90