

HIDDEN LAKE ESTATES
GEORGETOWN TOWNSHIP, OTTAWA COUNTY, MICHIGAN

DECLARATION OF RESIDENTIAL
USE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that WILLIAM D. SHURLOW AND WANDA M. SHURLOW, husband and wife, whose address is 6274 - 28th Street, S.E., Grand Rapids, Michigan 49546 (the "Developer"), being the owners of all of the property contained within the development known as Hidden Lake Estates Phase 1, and located in Georgetown Township, Ottawa County, Michigan, on the property described on Exhibit "A" attached hereto, hereby makes the following declarations as to the use of property described on Exhibit "A" and certain other matters.

The declarations contained herein are based upon the following factual recitals:

A. It is appropriate for an association of co-owners to control and manage all parkways, boulevards, bermed areas along Baldwin Street and Common Areas.

B. To maintain a high standard of quality, it is necessary to impose certain covenants, conditions and restrictions upon the use of the property subject to these Restrictions.

C. Developer is willing to sell lots in Hidden Lake Estates, but all buyers and subsequent owners must accept such lots subject to the declarations, covenants, restrictions and conditions set forth herein.

NOW, THEREFORE, Developer hereby declares that all Lots shall be held, sold, and conveyed subject to the following:

Section 1. Definitions.

As used herein, the terms set forth below shall have the following meanings:

1.1 "Architectural and Environmental Review Board" shall mean the committee appointed in accordance with the provisions of section 5 below.

1.2 "Area" shall mean the actual usable square feet of living area within a residence to be constructed on a Lot, exclusive of any basement, attic, porch, patio, deck, garage or the like.

1.3 "Assessments" shall mean the payments provided for in Section 12 below.

1.4 "Associations" shall mean the Hidden Lake Estates Association, a Michigan non-profit corporation.

1.5 "Common Areas" shall mean all areas within the plat reserved for the common use and enjoyment of all Lot Owners, such as boulevards, bermed areas along Baldwin Street, and such other areas or facilities (including any later-added recreational facilities, such as a clubhouse, swimming pool, tennis court or the like) as may be designated by the Developer (so long as the Developer owns at least one Lot) or a majority in number of the Lot Owners be designated as common Areas in a designation recorded in the office of the Ottawa County Register of Deeds.

The lake is not a Common Area.

1.6 "Developer" shall mean William D Shurlow, a proprietor of the land within the plat, 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 Ottawa County, Michigan, expressly assign one or more of its rights hereunder or delegate all or any of its authority hereunder

1.7 "Front Setback" shall mean, with respect to any Lots, the distance between the front street right-of-way on which a Lot is located and the nearest point of any Improvement built on the Lot.

1.8 "Improvement" shall mean every building of any kind and every fence or wall, pool, tennis court, or other structure.

1.9 "Lot" shall mean a lot platted by the Developer and subject to these Restrictions. "Lots" shall mean all such lots.

1.10 "Lot Lines" shall mean the two long side lines of each Lot.

1.11 "Lot Owners" shall mean any person or other entity owning legal or equitable title to or purchasing a Lot, or any person having a right of occupancy to any dwelling constructed on a Lot

1.12 "Restrictions" shall mean the conditions, reservations, restrictions, covenants, terms and provisions contained in this Declaration.

1.13 "Total Side Yard" shall mean the sum of the distances between the residence constructed on any Lot, including any porches, decks, and attachments, and the Lot Lines.

Section 2. Improvements.

2.1 Single-Family Residences. Each Lot shall be used exclusively for the construction of one single-family residence (including a garage for private use), shall be limited in use to single-family residential purposes, and may be occupied by only one single family. When used herein, the phrase "single family" shall mean (i)(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 (ii) no other persons. The term shall not include persons not so related, and no residences on the Lots shall be occupied by any group of persons who are not members of the same single family, as defined herein.

2.2 Setbacks. All residences constructed on Lots, including any porches, decks, and attachments, shall have at least a 40-foot Front Setback and shall be located no closer than 10 feet from either Lot Line.

2.3 Area and Related Requirements No log homes or log siding homes shall be permitted. No one-story residence will be constructed with a fully enclosed first floor Area of less than 1,600 square feet, exclusive of garage and open porches. No one-story residence will be constructed on Lots with lake frontage with a fully enclosed first floor Area of less than 1,800 square feet, exclusive of garage and open porches. No 1 1/2 or 2-story residence will be constructed on any Lot with a fully enclosed floor Area of less than 2,100 square feet, exclusive of garage and open porches, including a fully enclosed first-floor Area of not less than 1,100 square feet, exclusive of garage and open porches. No 1 1/2 or 2 story residence on Lots with lake frontage will be constructed with a fully enclosed floor area of less than 2,200 square feet, exclusive of garage and open porches, including a fully enclosed first floor area of

not less than 1,200 square feet, exclusive of garage and open porches. Building will be not more than 2 1/2 full stories above street level For purposes hereof, if any portion of a level or floor within a residence is below grade, none of that level or floor shall be considered "square footage" hereunder. No residence shall have less than a 6/12 roof pitch.

2.4 Side Yards. There shall be a Total Side Yard of at with 10 feet on each side of AT least 20 feet on each Lot, with 10 feet on each side of the structure on all Lots.

2.5 Mail and Paper Delivery Boxes The Developer or the Architectural and Environmental Review Board will determine the location, color, size, design, lettering, and all other permitted particulars of all mail or paper delivery boxes, and standards ports and brackets and name signs for such boxes

2.6 Wires and Antenna. All electrical services, cable television, and telephone lines will be placed underground and no outside electrical lines or other lines or wires will be placed overhead without the prior written approval of Developer No exposed or exterior radio or television transmission or receiving antennas, dishes or other devices will be erected, placed or maintained on any Lot. Any waiver of these Restrictions will not constitute a waiver as to other Lots or lines or antennas on other Lots.

2.7 Electric Service. Each residence constructed must have an electric service entrance of sufficient capacity to meet present and future requirements of occupants in accordance with the engineering standards of the electric utility company providing electric power to the Lot.

2.8 Cable Television. Each residence constructed must be pre-wired for cable television service

2.9 Solar Panels. Solar panel installation and location must be approved by Developer who may determine to disapprove of all such installation.

2.10 Construction Materials. All residences constructed on Lots shall be constructed of new materials only. Approved materials include brick, brick veneer, stone, stucco, or frame or any combination thereof. Every building must have a finished exterior prior to occupancy. The following materials are required to be used on each residence when constructed.

(a) Shingles - All shingles shall be 240# minimum asphalt or fiberglass shake style or type (Example: Globe Sierra Firehalt II or equal.)

(b) Siding - "Wood Like" siding by Norandex or approved equal (as approved by Developer), beveled cedar siding. The Developer may approve use of other materials at his sole discretion.

(c) Brick/stone - Each residence shall have a minimum surface area of 50% stone or brick veneer on the front exposure as viewed from the street.. The only exception will be a structure of contemporary design having non-traditional roof lines. Such a structure will be required to use R/S cedar and or stucco on entire front elevation.Design and materials to be approved by Developer

2.11 Outbuildings. No building or related structure other than a single family residence permitted by the other provisions of this Section 2 may be placed, erected or maintained on any Lot without the approval of the Architectural and Environmental Review Board as provided in section 5. such buildings and related structures requiring approval include outbuildings, accessory buildings, sheds, barns, temporary buildings, mobile homes or trailers, playhouses, tree houses,

pool houses, dog houses and dog runs

Section 3. Common Areas.

3.1 Maintenance. The Association shall keep and maintain the Common Areas in a good, clean and serviceable condition and in accordance with this 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 any Improvements that day from time to time be placed upon the Common Areas.

3.2 Rules and Regulations. The Association may establish reasonable rules and regulations concerning the use and enjoyment of the Common Areas.

Section 4. Subdivision; Other Easements.

4.1 Lot Subdivisions. No Lot may be subdivided except as approved by the Developer.

4.2 Future Easements. No Lot Owner shall be permitted to grant any right-of-way or easement across his Lot to any person or to benefit any parcel of property except another Lot governed hereby. This restriction shall not include the usual utility easements.

4.3 Berm Easement. The Developer hereby reserves an easement over the berm easement area shown on the recorded plat on all Lots with frontage on Baldwin street to construct and maintain a berm and landscape buffer along Baldwin Street Construction and maintenance of the berm and landscape buffer will include, as determined by the Developer, earthwork to construct and maintain a berm; installation and maintenance of a well and underground sprinkler system; and planting, pruning, removal, and replacement of trees and shrubs as determined by the Developer. Full rights of ingress and egress for the Developer and Developer's agents, employees and assigns, including any landscaping company hired to maintain the berm easement area, are hereby reserved over the berm easement area. No Lot Owner may construct any improvements or make any change to the grade or plantings in the berm easement area without the prior written consent of the Developer. Although the berm easement area is a Common Area, no Lot Owner may enter into any part of the berm easement area except as it may be located on that Lot Owner's Lot or as authorized by the Developer

4.4 Boulevard Maintenance. The Common Areas to be maintained by the Association include the boulevard areas located in the public right of way as shown on the recorded plat. The Ottawa County Road Commission is to approve the basic landscape plan for the boulevard area and the Association will maintain the landscaping consistent with that plan including pruning to prevent any plantings from being more than three feet high, without the prior consent of the Ottawa County Road Commission. The Association may replace dead or diseased plants to maintain the approved landscape plan, but any change from the landscape plan as approved will require the approval of the Ottawa County Road Commission. If the Association maintenance is deficient such that plantings are more than three feet high or lack of maintenance adversely affects safety of the roadway, the Ottawa County Road Commission will give notice of the deficiency to Georgetown Township and Georgetown Township will give notice to the Association. If the Association does not perform the necessary maintenance, either the Township or the Road Commission may undertake the necessary maintenance or remove the landscaping and the Association shall pay the cost of such maintenance or removal. If the Association does not pay such cost within ninety (90) days, the Township or the Road Commission may act on behalf of the Association to make an equal pro-rata share of the cost a lien against each Lot subject to foreclosure as provided in section 12. The Association shall also maintain general

liability insurance of not less than \$1,000,000 per occurrence covering the boulevard area as part of the Common Areas naming the Ottawa County Road Commission and Georgetown Township as additional insureds as to the boulevard area. This insurance policy shall be with a company authorized to do business in Michigan.

Section 5. Architectural and Environmental Review Board.

5.1 Architectural and Environmental Review Board. An Architectural and Environmental Review Board will be selected for the purpose of (i) evaluation for compliance of proposed Improvements with these Restrictions, and (ii) evaluation of all plans for construction of new buildings, site development, and altering of exteriors of existing buildings and sites. The Architectural and Environmental Review Board will be composed of three persons appointed by the Developer so long as the Developer shall own any property or have any interest in the plat, or until the Developer relinquishes such rights in writing. Thereafter, the Board of Directors shall appoint from time to time, but at least every three years, members from the Association to serve on the Architectural and Environmental Review Board.

5.2 Review Process No Lot Owner shall construct, alter, or maintain any Improvements on a Lot until all of the following have been completed:

(a) The Lot Owner has submitted to the Architectural and Environmental Review Board a complete set of preliminary sketches showing floor plans, exterior elevations, and an outline specification for materials and finishes

(b) The Architectural and Environmental Review Board has approved the preliminary sketches.

(c) Upon approval of preliminary sketches, the Lot Owner has submitted to the Architectural and Environmental Review Board one complete set of plans and specifications therefor, in form satisfactory to the architectural and Environmental Review Board, 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 Improvement on the Lot; and

(v) The location of the driveways, all walls and fences, and landscaping.

(d) Such plans and writing by the Architectural specifications have been approved in and Environmental Review Board.

Approval of preliminary sketches and detailed plans and specifications may be withheld, not only because of their noncompliance with any of these Restrictions, but also because of the reasonable dissatisfaction of the Architectural and Environmental Review Board as to the location of the structure on the lot, 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

matters or things which, in the reasonable judgment of the Architectural and Environmental Review Board, would render the proposed Improvement inharmonious or out of keeping with the plat or with the Improvements erected in the immediate vicinity of the Lot.

5.3 Time for Review. If at any time a Lot Owner shall have submitted to the Architectural and Environmental Review Board plans and specifications in accordance with this section for a structure or alteration, and the Architectural and Environmental Review Board has neither approved such plans and specifications within 10 working days from the date of submission nor notified the Lot Owner of its objection within such 10 working day period, then such plans and specifications shall be deemed to have been approved by the Architectural and Environmental Review Board. In the event that a Lot Owner shall file revised plans and specifications for a structure or alteration with the Architectural and Environmental Review Board after receiving objections from the Board with respect to original plans and specifications, and the Board has neither approved them nor notified the Lot Owner of further objections within 10 working days from the date of submission, then such revised plans and specifications shall be deemed to have been approved by the Architectural and Environmental Review Board.

Section 6. Care and Appearance of Premises.

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

Section 7. Use Restrictions.

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

7.2 Zoning. The use of any Lot and any structure constructed on any Lot must satisfy the requirements of the zoning ordinance of Georgetown Township, Ottawa County, 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 Zoning Board of Appeals of Georgetown Township and further there is obtained a written consent thereto either from the Developer or from the immediately adjoining Lot Owners.

7.3 Animals. No animal shall be kept except common household pets, no savage or dangerous animal shall be kept and all pets shall be leashed when outside of a house or fenced-in area within the back yard. Any fencing must be approved by Architectural Committee. The owner of a pet shall be responsible for removing fecal matter dropped by the pet on property not owned by the owner of the pet.

7.4 Antennae. Antennae, satellite dishes and the like are not permitted on any Lot.

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7.5 Garage Doors. For security and aesthetic reasons, garage doors must be kept closed at all times except as may be reasonably necessary to gain access to and from any garage.

7.6 Recreational Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobile trailers or vehicles other than automobiles or vehicles used primarily for general, personal transportable use may be parked or stored upon any Lot or adjoining areas, unless parked in a garage with the door closed. This restriction shall not apply to temporary loading and unloading activities lasting no longer than 24 hours.

7.7 Trash and Garbage 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 Lot or other adjoining areas, 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. No incinerators or other equipment for the disposal of waste will be permitted on any Lot.

7.8 Mineral Extraction. No derrick or other structures designed for use in boring for oil or natural gas will be erected placed, or permitted upon any Lot nor will 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.

7.9 Signs In Common Areas. The Common Areas are to be maintained with a park-like atmosphere. No signs or any advertising will be displayed in the Common Area unless their size, form, and number are first approved in writing by the Developer.

7.10 Driveways. All driveways are to be a minimum of twelve (12) feet wide and must be constructed of asphalt or concrete. If constructed of asphalt the depth of the asphalt shall be at least two (2) Inches thick. If constructed of concrete, the driveway shall be at least four (4) inches thick. Circular drives in front of homes (if any) will be a minimum of eight (8) feet wide.

7.11 Swimming Pools. Swimming pools will not be nearer than ten (10) feet to any Lot line and will not project with their coping more than two feet above the established grade.

7.12 Landscaping. Finished landscaping is to be completed within nine (9) months from the issuance of the Certificate of Occupancy, and shall include a minimum of three (3) three inch (3") caliper trees within the front yard setback area and underground sprinkling. If the underground sprinkling plan is not included in the plans and specifications approved by the Architectural and Environmental Review Board for construction of a residence pursuant to section 5, the underground sprinkling plan must be separately approved in writing by the Architectural and Environmental Review Board. If the underground sprinkler system is not installed by the home builder approved pursuant to section 9.1, the installer must also be approved in writing by the Developer.

7.13 Tree Removal. No trees, three inches in diameter or larger shall be removed from any Lot unless one of the following conditions exist:

- a. It is within 20 feet of a building or permanent structure,
- b. It is diseased or dead,
- c. It is a hazard to building, structure, or human life; or
- d. Its removal would encourage healthier growth of surrounding trees.

7.14 Fences. No fences may be constructed on any Lot without the prior written consent of the Architectural and Environmental Review Board. No fences May be erected in the front yard of any dwelling.

7.15 Signs on Lots. No sign of any kind shall be displayed to the public view on any Lot, except a sign of not more than four square feet advertising a Lot for sale or a sign used by a builder to advertise the construction or subsequent sale of a house. No sign other than Developer's will be allowed at any entrance to the development.

7.16 Water and Sewer. All dwelling units shall be served with and connected to Municipal water and sewer prior to occupancy. No septic systems or drainfields will be permitted.

7.17 Boulevard Plantings. No planting shall be permitted to remain in any boulevard at a height of greater than 3 feet above the level of the adjacent road.

7.18 Playground Equipment. All playground equipment, such as swing sets, slides and the like, shall be kept on a Lot only in an area not closer to any side boundary than the extremities of the residence on that Lot and not less than 25 feet from the edge of the water.

7.19 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 consent from the Developer.

7.20 Fuel Storage Tanks. No oil or fuel storage tanks may be installed on any Lot.

Section 8. Lake Restrictions.

8.1 Lake Use. The private lake will be only for the use of those Lot owners with Lots including frontage on the lake, their family members and guests.

8.2 Boats. No boat over twelve feet in length, nor any boat with a gasoline powered engine, will be permitted on the lake or to be launched into the lake from any Lot.

8.3 Easement. All Lot Owners with Lots including frontage on the lake will have an easement to use the entire water surface of the lake.

8.4 Shoreline. No fill will be used to extend a Lot beyond the shoreline of any pond or lake adjoining the Lot without the prior written consent of the Developer.

8.5 Lake Maintenance. The lake shall be maintained by the Association. If there is any dispute or issue concerning lake maintenance, the Association shall maintain the lake as directed by a majority of the Lot Owners with Lots including frontage on the lake. All costs of lake maintenance shall be specially assessed equally among those Lots with lake frontage, such assessments to be collected as part of the regular Assessment against those Lots.

Section 9. Construction.

9.1 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: provided the Developer may waive this restriction for an owner who wishes to act as his own general contractor if the owner demonstrates to the Developer the owner's ability to construct a residence of a quality consistent with the other residences in Hidden Lake Estates within a normal construction schedule. In any event, all construction must be completed within one year from the start thereof, provided that the Developer may extend such time when in Developer's opinion conditions warrant an extension.

9.2 Garages. Garages, which will be for the use only by 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 5. Each residence must have one and only one garage which must be capable of garaging at least two (2) and not more than three (3) standard size automobiles. Each garage shall have not less than two or more than three (3) standard size garage doors. No garage will be placed, erected, or maintained upon any Lot except for use in connection with a residence on that Lot or on an adjoining Lot already constructed or under construction at the time that such garage is placed or erected upon the Lot, except Developer may construct a detached garage not in connection with a residence to be used as a sales office or information center.

9.3 Developer's Option to Re-purchase. If a single family residence is not substantially completed on a Lot in accordance with this Declaration within two (2) years from the date the Lot is sold by Developer pursuant to a land contract which grants possession of the Lot to the vendee or from the date on which the Lot is conveyed by the Developer to a purchaser (unless such two (2) years is extended in writing by the Developer), the Developer will have the option to purchase back the Lot from the then current owner. The Developer's option to purchase back the Lot will continue until such time as construction is commenced of a residence which has been approved as contemplated by this Declaration. The option will be exercised by written notice to the owner of record of the Lot and the purchase price will be equal to the net cash proceeds received by the Developer from the sale of the Lot (sales price less closing costs of Developer), without increase for interest or any other charge. If the option is exercised, Developer is to receive marketable title by warranty deed subject only to restrictions or encumbrances affecting the Lot on the earlier of the date of the land contract or date of conveyance by the Developer, and with all taxes and assessments which are due and payable or a lien on the Lot, and/or any other amounts which are a lien against the Lot, paid as of the date of conveyance back to the Developer. The closing of the re-purchase shall take place in Ottawa County, Michigan at a place and time specified by Developer not later than thirty (30) days after the date of exercise of the option. The then current owner of the Lot will take such actions and shall execute such documents, including a warranty deed to the Lot, as the attorneys for the Developer will deem reasonably necessary to convey marketable title to the Lot to the Developer, free and clear of all liens and encumbrances as aforesaid.

Section 10. Hidden Lake Estates Association.

10.1 Association. The development will be governed by the Hidden Lake Estates Association, which will be responsible for the duties given it herein and for the general management, maintenance, operation, and administration of the affairs of the development, which shall include, without limitation, the following:

- (a) Maintenance, repair and improvement of the Common Areas;
- (b) Snow removal (but only if the Association elects to provide snow removal service); and
- (c) Arbitration of disagreements between Lot Owners.

All such duties shall be carried out as the Board of Directors of the Association shall from time to time determine.

10.2 Membership. (a) Membership in the Association shall be compulsory for all Lot Owners. No other person or entity shall be entitled to membership, except Lot Owners in future developments in the vicinity of the first plat if, and only if, the Developer chooses to submit such property and any common Areas therein to the jurisdiction of the Association. The Developer may do so on one or more occasions in a written declaration recorded in the office of the Ottawa County Register of Deeds. The terms of membership for any other persons shall be identical to those set forth herein, and upon the recording of such a declaration those portions of this Declaration that both (i) pertain to the Association and (ii) refer to Lots, or Lot Owners, shall be deemed to have been modified to refer to all property owner members. Such other developments need not be subject to covenants, conditions and restrictions identical to those set forth herein, but must be improved with single family residences that are capable of individual ownership.

(b) When voting: a representative of each Lot Owner shall be entitled to one vote for each Lot owned.

(c) There shall be an annual meeting of the members of the Association for election of directors and any other business pertinent to the Association. Other meetings may be called as provided by the Association Bylaws.

(d) The presence in person of 35% in number of the Lot Owners qualified to vote shall constitute a quorum for holding a meeting of the Association. The written vote of any member on a specific issue furnished at or prior to any duly called meeting shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

(e) A majority shall consist of more than 50% of those qualified to vote and present in person or by proxy (or by written vote if applicable) at a given meeting of the members of the Association.

(f) The Association shall keep detailed books of account showing all receipts and expenditures which shall specify the Maintenance, repair and improvement expenses of the Common Areas and any other expenses incurred by or on behalf of the Association and Lot Owners. A financial statement shall be distributed to all Lot Owners annually.

10.3 Board of Directors. (a) The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must either be appointed by the Developer or be members of the Association. The number, terms of office, manner of election,

removal and replacement, meetings, quorum and other voting requirements, and other duties or provisions of or relating to directors shall be provided by the Association Bylaws, provided that the Developer shall appoint a majority of the Directors until 100 Lots have been sold by the Developer.

(b) The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and shall be responsible specifically for the following:

(i) To manage and administer the affairs and maintenance of the Association and of the Common Areas, property, and easements thereof by itself or through the hiring of outside contractors.

(ii) To levy and collect Assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation; to enforce Assessments through liens and foreclosure proceedings where appropriate.

(iii) To carry insurance and to collect and allocate the proceeds thereof.

(iv) To restore, repair or rebuild the Common Areas after occurrence of an event causing casualty to the Common Areas; to negotiate on behalf of Lot Owners for any taking of Common Areas by eminent domain.

(v) To contract for and employ persons or business entities to assist in management, operation, maintenance, and administration of the Association.

(vi) To make reasonable regulations affecting Lot owners concerning use of common Areas by them and their guests and invitees and to enforce these Restrictions and any regulations by all legal methods, including, but not limited to, imposition of fines and late payment charges, or legal proceedings.

(vii) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease any real and personal property, including, but not limited to, easements, rights-of-way, licenses or any other real property, whether or not contiguous to the development, for the purpose of providing benefit to its members and in furtherance of any of the purposes of the Association.

(viii) To borrow money and issue evidence of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or any other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of more than 60% of all of the members of the Association.

(ix) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Association and to delegate to such committees any functions or responsibilities which are required to be performed by the Board.

(x) To make rules and regulations and/or to enter into agreements with institutional lenders, the purposes of which are to obtain mortgage financing for Association purposes.

10.4 (a) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year, and such budget shall project all expenses for the forthcoming year which

may be required for the proper operation, management, and maintenance of the Association, including a reasonable allowance for contingencies and reserves. Copies of said budget shall be delivered to each Lot Owner and an Assessment for the forthcoming year shall be established based upon said budget, although delivery of a copy of the budget to each Lot Owner shall not affect the liability of any Lot Owner for any existing or future Assessment. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors, that the Assessments levied are or may prove to be insufficient:

- (i) To pay the costs of operation and management of the Association,
- (ii) To provide additions to the Common Areas not exceeding \$1,500 annually, or
- (iii) To provide for emergencies,

the Board of Directors shall have the authority to increase the general Assessment or to levy such additional Assessment, or Assessments, as it shall deem to be necessary.

(b) Special assessments, in addition to those required above, may be made by the Board of Directors from time to time and approved by the Lot Owners to meet other needs or requirements of the Association but shall not be levied without the prior approval of more than 66-2/3% of all Lot Owners.

10.5 Association in Successor to Developer Rights. 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 and on such conditions 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

Section 11. Violation of Restrictions.

11.1 Remedies. (a) If any Lot Owner shall violate the provisions of these Restrictions, or any rule or regulation promulgated by the Association, the Developer or the Association, not earlier than 15 days after it has delivered written notice to a Lot Owner of a violation of one or more of the provisions thereof, may enter upon and alter, repair, or change any Improvement or thing which may be upon the Lot or Common Areas in violation thereof so as to make such Improvements or things conform to these Restrictions. The Developer or the Association may charge the Lot Owner for the entire cost of the work done by or for it pursuant to the provisions of this section which shall become payable to the Developer or the Association upon demand or thereafter become a lien against the Lot Owner's lot, enforceable in accordance with the provisions of Section 12 hereof.

(b) For a violation or a breach of any of the provisions hereof, the Association shall also have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent their violation or breach. If the Association shall fail or refuse to enforce any violation after request has been made by one or more Lot Owners, such owners shall have the joint and several right to proceed in law or equity seeking a money judgment or to compel such compliance

11.2 Costs to Enforce. All costs incurred by the Developer or the Association in enforcing the Restrictions, including reasonable attorneys fees! will be reimbursed by the Lot Owner(s) in breach of the restrictions to the Developer or the Association enforcing the Restrictions.

11.3 Failure to Enforce. No delay or omission on the part of the Developer, the 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 these 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 a failure to bring any action on account of any breach of these Restrictions, or for imposing Restrictions which may be unenforceable.

Section 12. Assessments.

12.1 Assessments. As a member of the Association, and in consideration of having the right to use the Common Areas, each Lot Owner, by acquiring legal or equitable title, agrees for himself, his heirs, successors and assigns, to pay to the Association any dues, assessments, charges, costs, or fines (collectively referred to herein as assessments) as may from time to time be levied by the Association for any lawful purpose.

12.2 Lien. Any Assessment or other charge of the Association 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 Assessment or other charge, plus interest, and all costs incurred by the Association in connection with the collection of any such charge, including reasonable attorney's fees, shall be collectible by the and shall constitute a continuing lien upon every Lot within the plat owned by the Lot Owner responsible therefor, which lien shall be superior to all claims to such Lot or Lots except recorded first mortgages, as well as an enforceable personal obligation of the Lot Owner. Such lien may be enforced in accordance with the procedure set forth in Section 12.3 below. All such charges shall also be the personal obligation of the Lot Owner against whom they were assessed.

12.3 Foreclosure. The Association, or its successors and assigns, may, upon the failure of a Lot Owner to pay any statement tendered by the Association, record notice of its claim of lien against any such Lot and thereafter pursue an action to foreclose said lien in any manner now or in the future permitted by law or equity, including but not limited to! what is commonly known as a foreclosure by advertisement. In this regard, the Lot Owner hereby grants the Association a power of sale and authorizes the Association to sell the Lot 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 therefor, subject only to any first mortgage recorded prior to the Association's notice of its claim of lien. 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, attain personal judgment against the obligor.

12.4 Release of Personal Liability. Provided he is current in his obligations thereunder, each Lot Owner shall be released from all personal liability for costs hereunder immediately upon the sale or other conveyance of his complete fee interest in the Lot owned by the Lot Owner that is benefited or burdened hereunder.

12.5 Waiver. No failure of the Association to enforce any of its rights shall constitute a waiver thereof.

Section 13. Miscellaneous.

13.1 Assignment of Rights All rights hereunder granted to Lot Owners shall not be further assignable by such owners except as an appurtenance to and in conjunction with a sale of their Lot 13.2 Waivers. Notwithstanding anything to the contrary herein, the Developer, in the sole discretion of the Developer, may waive or permit reasonable modifications of the Restrictions as applicable to particular Lots. The Developer will be deemed to have waived the Restrictions to the extent necessary to prevent the Developer's construction or other actions violating the Restrictions.

Section 14. Duration; Amendment.

14.1 Duration. These Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten years from the date these Restrictions are recorded, after which time these Restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by 60% of the then-owners has been recorded, agreeing to change these Restrictions in whole or in part.

14.2 Amendment. In addition to amendments made under Section 14.1, these Restrictions may be amended as follows:

(a) These restrictions may be amended by the affirmative written action of the Developer and not less than 50% of the owners of all Lots not owned by the Developer. So long as the Developer owns any Lot, this instrument may not be amended at any time without the consent of the Developer.

(b) Amendments may be made without the consent of owners or mortgagees of Lots by the Developer alone as long as the amendment does not materially alter or change the rights of the owner or mortgagee of a Lot, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective owners of Lots and/or to enable or facilitate the purchase of such mortgage loans by any agency of the federal government or the State of Michigan or other third party. Amendments may be made without the consent of owners or mortgagees of Lots by the Developer alone even if such amendment will materially alter or change the rights of the owners or mortgagees of Lots, to achieve compliance with the laws of the State of Michigan or with ordinances, rules, interpretations or orders of any government body or agency or any court of competent jurisdiction, or to amend Exhibit "A" attached hereto either to remove lands owned by Developer which may be designated as subject to this Declaration or to add adjoining lands which may be designated as subject to this Declaration

(c) 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. Notwithstanding the foregoing provisions of this section 14, the easements reserved and granted in this instrument shall be binding perpetually, and no amendment shall modify or terminate such easements.

EXHIBIT "A"

All lands described as Hidden Lake Estates recorded July 22, 1991 in Liber 29 of Plats, Pages 66 & 67 Ottawa County, Michigan records, including Lots 1 through 51.
110,7.544

RECORDING INSTRUCTIONS FOR HIDDEN LAKE ESTATES DECLARATION OF
RESIDENTIAL USE RESTRICTIONS

The Declaration of Residential Use Restrictions must be recorded before any Deed or Land Contract Memorandum affecting any Lot in Hidden Lake Estates is recorded.

110,7.540

PROTECTIVE COVENANTS
for
HIDDEN LAKE ESTATES
Section 18, T6N, R13W
Georgetown Township, Ottawa County, Michigan

Whereas, William D. Shurlow, and Wanda M. Shurlow, his wife, of 6274 - 28th street. S.E.; Grand Rapids MI 49506, being the owners of all the lots an HIDDEN LAKE ESTATES, part of the NW 1/4 Section 18, T6N, R13W, Georgetown Township. Ottawa County, Michigan, according to the recorded plat thereof. do hereby create the following covenants which are to run with the land and shall be binding on. the owners and all persons claiming under them in perpetuity, excluded from any time limitations and may not be amended.

If the parties hereto; or either if them or their successors or assigns. 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 estate situated In said plat to prosecute any proceedings at law or In equity against the person or persons violating or attempting to violate any such , covenant, and either to prevent him or them from so doing or to recover damages for such violation.

Invalidation of any of these covenants by Judgment or court order shall in no wise affect any of the other provisions herein, which shall remain an full force and effect.

WITNESSETH:

1. Michigan Department of Natural Resources Requirements: The flood plain of Hidden Lake encroaches on Lots 18 through 35, Inclusive, as shown on the final plat drawing. The 100 year flood plain for said Hidden Lake is Elevation 661.6, (N.G.V. datum). To Insure that no encroachments occur, and to protect future construction from flood damage, the following restrictions are imposed on a l1 buildings constructed on the plat.

a) Have lower floors, excluding basements. higher than the elevation of the contour defining the flood plain limits.

b) have openings into the basement not lower than the elevation of the contour defining the flood plain limits.

c) Have Basement walls and floors, below the elevation of the contour defining the flood plain limits. watertight and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the flood plain limits following methods and procedures outlined In Chapter 5, Type A construction and chapter 6 for Class 1 loads found in "Flood Proofing Regulations" EP 1165 2 314 prepared by the office of the chief of engineers, U.S. Army: Washington, DC, June, 1972. Figure 5, Page 14.5 of the Regulation show typical foundations, drainage and waterproofing details. This document is available at no cost from the department of Natural Resources; Land and water management Division; Stevens T. Mason Building P.O. Box 30028: Lansing, MI 48909. or Department of the Army, Corps of Engineers, publications Depot. 890 S. Pickette, Alexandra, VA 22304.

d) Be equipped with a positive means of preventing sewer backup from sewer lines and drainage which serve the building.

e) Be properly anchored to prevent flotation.

f) No filling or occupation of the flood plain area will be allowed without the approval of the D.N.R

2. Ottawa. County Drain Comission Requirements:

a) minimum basement floor elevation and walkout elevation id 662.6 (N.G.V. Datum),

which is one foot (1') above the 100 year flood elevation for Hidden Lake.

b) All lots abutting Hidden Lake (Lots 18 through 35, inclusive along with future development having frontage on the lake), are required to obtain a Soil Erosion Permit from the Ottawa County Soil Erosion and Sedimentation Control agent. prior to any construction.

3. These Protective covenants for said plat are being executed prior to the recording of said plat in order that the same be submitted to the proper governmental agencies for review and approval of same and shall be recorded simultaneously with the recording of said plat.

IN WITNESS WHEREOF, William D. Shurlow and Wanda M. Shurlow have caused these presents to be signed on this 10th day of June 1991.

Witnesses:

Mary L. Grasman
Mary L. Grasman
Neil A. Sharpe
Neil A. Sharpe

William D. Shurlow
William D. Shurlow
Wanda M. Shurlow
Wanda M. Shurlow

acknowledgment

STATE OF Michigan)
County of Kent)ss

personally came before me this 10th day of June, 1991. William D. Shurlow and Wanda M. Shurlow his wife, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the foregoing instrument as their free act and deed.

Mary L. Grasman
Mary L. Grasman
Notary Public, Kent County, Michigan
My Commission Expires: 11/3/92

prepared by:
William D. Shurlow
6274 - 28th Street, S.E.
Grand Rapids, MI 49506

R862099E

HIDDEN LAKE ESTATES NO. 2

TOWNSHIP OF GEORGETOWN. OTTAWA COUNTY. MICHIGAN

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS that WILLIAM D SHURLOW and WANDA M. SHURLOW his wife, of 6274 - 28th Street S E , Grand Rapids, MI 49506, and OLD KENT BANK & TRUST COMPANY a Michigan Banking Corporation, One an Vandenberg Center, Grand Rapids, MI 49503, being the owner and mortgagee of the land hereinafter described, and it is the desire of said owner and mortgagee to impose building restrictions herein contained upon the following described premises, situated in the Township of Georgetown, County of Ottawa, State of Michigan:

Lots 52 through 88. Inclusive, Hidden Lake Estates No 2, Section 18, T6N, R13W, Township of Georgetown, Ottawa County, Michigan, according to the recorded plat thereof

If the parties hereto, or either of them or their successors or assigns, 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 estate situated in said plat to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages for such violation

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions herein, which shall remain In full force and effect

1 Restrictions Imposed Pursuant to the Requirements of the Michigan department of Natural Resources. (M.D.N.R.). The 100 year flood plain of Hidden Lake is established at elevation 661 6 (N G V Datum) and encroaches on Lots 78 through 88, inclusive, as shown on the final plat drawing No filling or occupation of the floodplain area will be allowed without prior written approval of the Department of Natural Resources To insure that no encroachments occur, and to protect future construction from flood damage, the following restrictions are imposed on building construction for any building used or capable of being used for residential purposes and occupancy within, or effected by, the floodplain Each such building must

(A) Have lower floors, excluding basements, higher than the elevation of the contour defining the floodplain limits

(B) Have openings into the basement not lower than the elevation of the contour defining the floodplain limits.

(C) Have basement walls and floors, below the elevation of the contour defining the floodplain limits, watertight and designed to withstand hydro-static pressures from a water level equal to the elevation of the contour defining the floodplain limits following methods and procedures outlined in Chapter 5, Type A construction and Chapter 6 for Class 1 loads found in "Flood Proofing Regulations" EP 1165 2 314 prepared by the Office of the Chief of Engineers, U S. Army, Washington. D C , June 1972. Figure 5, Page 14 5 of the regulation shows typical foundations, drainage and waterproofing details This document is available at no cost from the Department of Natural Resources'

Land & Water Management Division Stevens T Mason Building, P O. Box 30028, Lansing, Michigan, 48909, or Department of the Army. Corps of Engineers, Publications Depot, 890 South Pickett, Alexandria, Virginia 22304

(D) Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building.

(E) Be properly anchored to prevent flotation.

2. Restrictions Imposed Pursuant to the Requirements of the Ottawa County Drain Commission.

A) For Lots 64 through 66, inclusive, and Lots 76 through 88, inclusive, a Soil Erosion and Sedimentation Permit, as required by Public Act 347 of 1972, shall be obtained.

B) For Lots 52 through 63, inclusive, and 67 through 75, inclusive, 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 or off 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.

C) Minimum basement or lowest floor elevations have been set and are restricted as follows:

Lot Number	Minimum Basement Floor Elevation
52-63	661.6
64	663.5
65	663.5
66	664.0
67-75	661.6
76	665.0
77	665.5
78	665.5
79-88	662.6

The above elevations are based on N.G.V. Datum, and a bench mark is available in the plat, and shown on the Block Grading Plan, attached Exhibit "A".

D) The Block Grading Plan, attached Exhibit "A" has been provided to determine the general direction of surface storm water drainage after all homes and lot grading have been completed. Care shall be taken when final yard grading and landscaping is performed to insure that no major plantings, earth moving, structures, swimming pools, fences, or shrubs be installed which will adversely affect the ability of surface water to drain from one lot to the next.

3. Inconsistencies. In the event of any inconsistencies among the foregoing restrictions, the more stringent restrictions shall govern.

4. Duration. The foregoing restrictions imposed by the Michigan Department of Natural Resources and the Ottawa County Drain Commission are perpetual and shall run with the land. They may not be amended or modified without the prior written approval from the Michigan Department of Natural Resources and the Ottawa County Drain Commission.

5. These Protective Covenants for said plat are being executed prior to the recording of said plat in order that the same be submitted to the proper governmental agencies for review and approval of same and shall be recorded simultaneously with the recording of said plat.

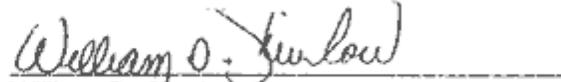
IN WITNESS WHEREOF, the owners have executed this Declaration of Restrictive covenants as of this 21st day of July, 1994.

Witnesses:

WILLIAM D. SHURLOW
6274 - 28th Street, S. E.
Grand Rapids, MI 49506

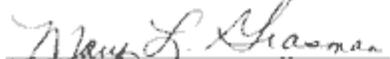

Mary L. Grasman

Neil A. Sharpe


William D. Shurlow

Wanda M. Shurlow, Wife

OLD KENT BANK & TRUST COMPANY


Mary L. Grasman

Neil A. Sharpe


Jack Nelligan, Corporate Banking Officer

Rodney A. Pahl, Corporate Banking Officer

ACKNOWLEDGMENT

STATE OF MICHIGAN)
)ss
COUNTY OF KENT)

Personally came before me this 21st day of July, 1994, William D. Shurlow and Wanda M. Shurlow, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the foregoing instrument as their free act and deed.


Mary L. Grasman, Notary Public in and for
Kent County, Michigan
My Commission Expires: 10/26/96

ACKNOWLEDGMENT

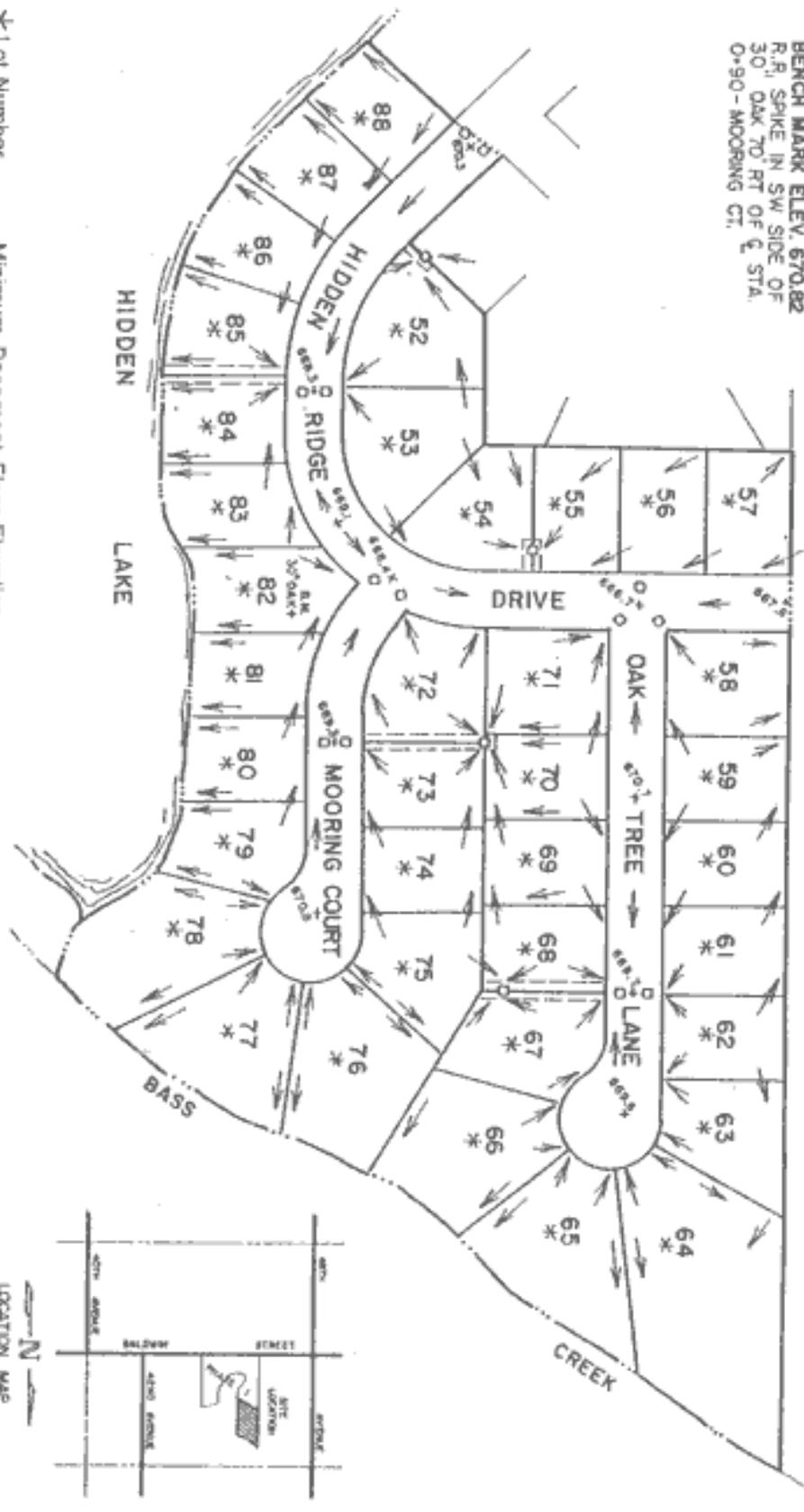
STATE OF MICHIGAN)
)ss
COUNTY OF KENT)

Personally came before me this 21st day of July, 1994, Jack Nelligan and Rodney A. Pahl, Corporate Banking Officers the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Corporate Banking Officers of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the free act and deed of said corporation be its authority.


Mary L. Grasman, Notary Public in and for
Kent County, Michigan
My Commission Expires: 10/26/96

Prepared by:
William D. Shurlow
6274 - 28th Street. S.W.
Grand Rapids, MI 49506

BENCH MARK ELEV. 670.82
 R.R. SPIKE IN SW SIDE OF
 30' OAK TO RT OF C. STA.
 O-90 - MOORING CT.



* Lot Number	Minimum Basement Floor Elevation
52-63	661.6
64	663.5
65	663.5
66	664.0
67-75	661.6
76	665.0
77	665.5
78	665.5
79-88	662.6



EXHIBIT "A"

BLOCK GRADING PLAN

HIDDEN LAKE ESTATES NO. 2

IN: PART OF SECT. 18, T6N, R13W,
 GEORGETOWN TWP, OTTAWA CO., MI

Excel Engineering Inc.
 2221 CLIVE PARK, S.W. • GRAND RAPIDS, MI, 49501
 PHONE: (616) 821-1888

Drawn by: DGB	File Number: 521017 E
Approved by: NS	Sheet Number: 1 of 1
Date: 11-1-02	

HIDDEN LAKE ESTATES NO. 3
TOWNSHIP OF GEORGETOWN. OTTAWA COUNTY. MICHIGAN
DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS that WILLIAM D SHURLOW and WANDA M SHURLOW, his wife, of 6274 - 28th Street, S E , Grand Rapids, MI 49506, OLD KENT BANK & TRUST COMPANY a Michigan Banklng Corporation, One Vandenberg Center. Grand Rapids, MI 49503 being the owner and mortgagee of the land hereinafter described, and it is the desire of said owner and mortgagee to impose building restrictions herein contained upon the following described premises, situated in the Township of Georgetown, County of Ottawa, State of Michigan:

Lots 89 through 94, inclusive, Hidden Lake Estates No 2, Section 18, T6N, R13W, Township of Georgetown, Ottawa County, Michigan, according to the recorded plat thereof

If the parties hereto, or either of them or their successors or assigns, 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 estate situated in said plat to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages for such violation

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions herein, which shall remain in full force and effect

1 Restrictions Imposed Pursuant to the Requirements of the Michigan Department of Natural Resources. (M.D.N.R.). The 100 year flood plain of Hidden Lake is established at elevation 661 6 (N.G V. Datum) and encroaches on Lots 89 through 91, inclusive, as shown on the final plat drawing No filling or occupation of the floodplain area will be allowed without prior written approval of the Department of Natural Resources. To insure that no encroachments occur, and to protect future construction from flood damage, the following restrictions are Imposed on building construction for any building used or capable of being used for residential purposes and occupancy within. or effected by, the floodplain Each such building must

(A) Have lower floors, excluding basements, higher than the elevation of the contour defining the floodplain limits

(B) Have openings into the basement not lower than the elevation of the contour defining the floodplain limits

(C) Have basement walls and floored below the elevation of the contour defining the floodplain limits, watertight and designed to withstand hydro-static pressures from a water level equal to the elevation of the contour defining the floodplain limits following methods and procedures outlined in Chapter 5, Type A construction and Chapter 6 for Class 1 loads found in "Flood Proofing Regulations" EP 1165 2 314 prepared by the Office of the Chief of Engineers, U S. Army, Washington, D C , June 1972 Figure 5, Page 14.5 of the regulation shows typical foundations, drainage and waterproofing details This document is available at no cost from the Department of Natural Resources' Land & Water Management Division, Stevens T Mason Building, P O Box 30028, Lansing, Michigan, 48909, or Department of the Army, Corps of Engineers, Publications Depot, 890 South Pickett, Alexandria, Virginia, 22304

(D) Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building

(E) Be properly anchored to prevent flotation

2 Restrictions Imposed Pursuant to the Requirements of the Ottawa County Drain Commission.

A) For Lots 89 through 94, Inclusive, a Soil Erosion and Sedimentation Permit, as required by Public Act 347 of 1972, shall be obtained

B) Minimum basement or lowest floor elevations have been set and are restricted as follows:

Lot Number	Minimum Basement Floor Elevation
89-91	662 6
92	666 7
93	666 8
94	666 9

The above elevations are based on N G V Datum, and a bench mark is available in the plat, and shown on the Block Grading Plan, attached Exhibit "A"

C) The Block Grading Plan, attached Exhibit "A" has been provided to determine the general direction of surface storm water drainage after all homes and lot grading have been completed Care shall be taken when final yard grading and landscaping is performed to insure that no major plantings, earth moving,, structures, swimming pools, fences, or shrubs be installed which will adversely affect the ability of surface water to drain from one lot to the next

3 Inconsistencies In the event of any Inconsistencies among the foregoing restrictions. the more stringent restrictions shall govern

4 Duration. The foregoing restrictions imposed by the Michigan Department of Natural Resources and the Ottawa County Drain Commission are perpetual and shall run with the land They may not be amended or modified without the prior written approval from the Michigan Department of Natural Resources and the Ottawa County Drain Commission

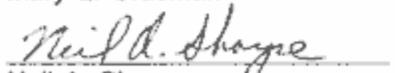
5, These Protective Covenants for said plat are being executed prior to the recording of said plat in order that the same be submitted to the proper governmental agencies for review and approval of same and shall be recorded simultaneously with the recording of said plat

IN WITNESS WHEREof the owners have executed this Declaration of Restrictive Covenants as of this 21st day of July, 1994

Witnesses:

WILLIAM D SHURLOW
6274 - 28th Street, S E
Grand Rapids, MI 49506



Mary L. Grasman


Neil A. Sharpe



William D. Shurlow


Wanda M. Shurlow, Wife

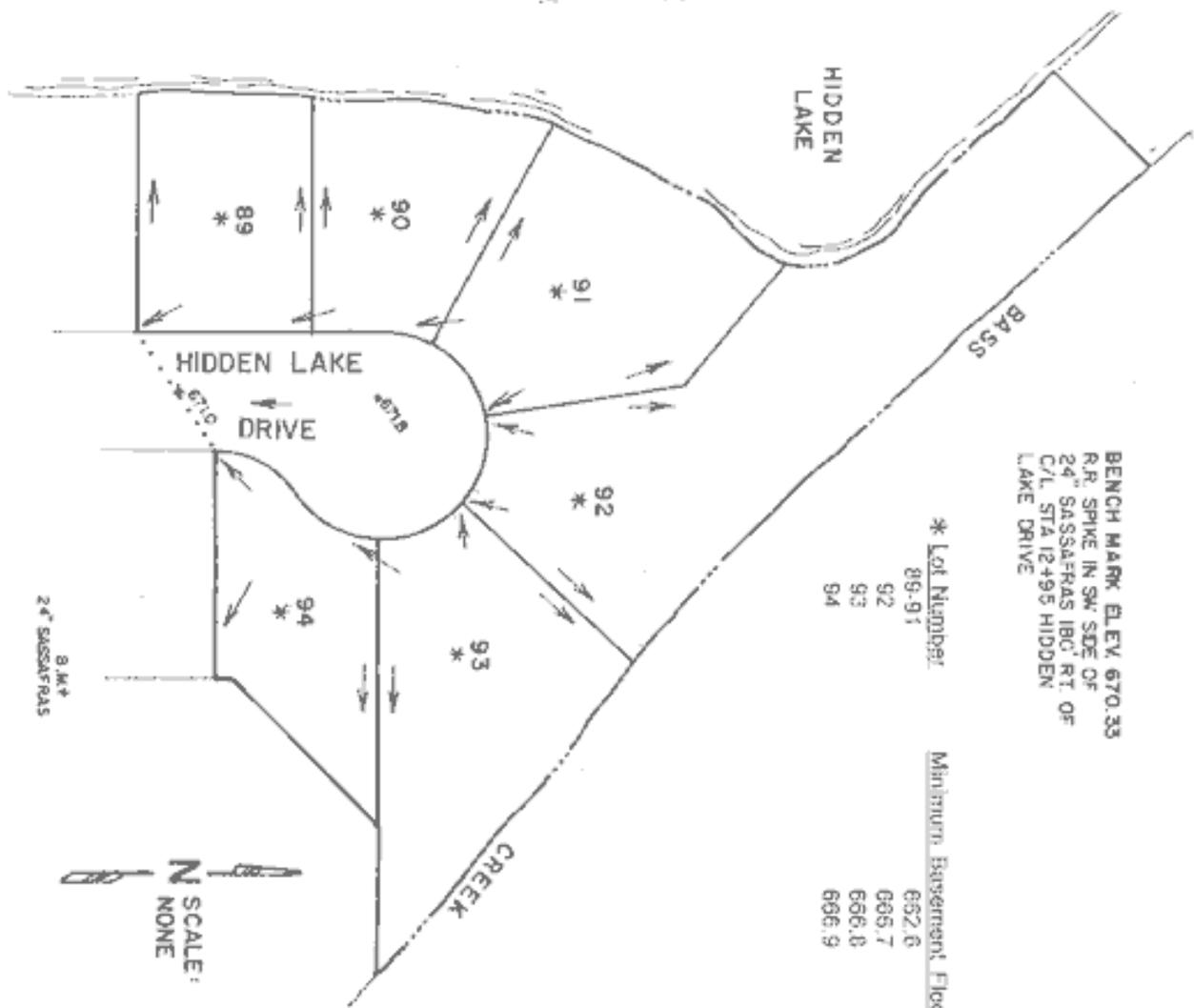


EXHIBIT "A"
BLOCK GRADING PLAN
HIDDEN LAKE ESTATES NO. 3
 IN PART OF SECT. 18, T6N, R3W
 GEORGETOWN TWP., OTTAWA CO., MI

bx&al engineering inc.
 3228 CLIVE AVENUE, S.W. • GRAND RAPIDS, MI 49508
 PHONE (616) 537-0996

Project No. 933190E
 Prepared by: [Signature]
 Date: 01/14