

STATE OF MICHIGAN
COUNTY OF KENT
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DECLARATION OF RESTRICTIVE COVENANTS, RESTRICTIONS AND CONDITIONS
FOR JASONVILLE FARMS SUBDIVISION NO. 2

JASONVILLE FARMS LIMITED PARTNERSHIP II, a partnership formed under the laws of the State of Michigan, whose address is 2959 Lucerne Drive, Suite 204, Grand Rapids, Michigan 49546, and Edgar and Elsa Prince Foundation (Mortgagee), a Michigan non-profit corporation, whose address is c/o Robert Haveman, 190 River Avenue, 3rd Floor, Holland, Michigan 49423, (hereinafter referred to as "Developer") as owners, proprietors, and developers of Jasonville Farms Subdivision No. 2, (hereinafter "Jasonville Farms #2"), desire to impose certain covenants, restrictions and conditions upon residential areas of Jasonville Farms #2. All recorded areas in Jasonville Farms #2 Development with a Proprietor's Certificate executed by Developer, shall be subject to this Declaration unless the Developer designates otherwise in such documents.

NOW, THEREFORE, Developer hereby declares that residential areas of the real property known as Jasonville Farms #2, shall be held, transferred, sold, conveyed land occupied, subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

I. DEFINITIONS

- A. Property. "Property" shall mean all of the land described on Exhibit A and such other lands as may be hereafter made subject to this Declaration, or any other supplemental declarations filed hereafter, as hereinafter provided.
- B. Lot. "Lot" shall mean the individual residential lots into which the Property has been or will be subdivided. The term "Lots" shall be the plural of the Lot.
- C. Owner. "Owner" shall mean those who take title from Developer to a Lot, whether by Deed or Land Contract and their heirs, successors or assigns. Neither Developer nor a holder of a security interest, in and of itself shall be construed to be an owner as the word is used in this Declaration.
- D. Owner's Committee. "Owner's Committee" shall mean the committee created and/or elected pursuant to Paragraph VI of this agreement.

II. PROPERTY SUBJECT TO THIS DECLARATION

- A. Existing Property. All of the Lots of Jasonville Farms #3 are subject to this Declaration.
- B. Additional Lands. Developer, his heirs or assigns, shall have the right to bring additional lands into the scheme of this Declaration of Restrictions, or, at Developer's option, record a supplemental declaration with respect to such additional lands.

III. BUILDING AND USE RESTRICTION

A. Residential Use. Except for Lots owned by the Developer used for displaying model homes, all Lots shall be used for single-family residential purposes only. For the purposes hereof, "single-family" means (i) not more than two persons, whether or not related by blood or marriage; or alternatively, but not cumulatively, (ii) (A) a man and woman living together as a husband and wife, (B) the children of either and both of them and/or (C) the parents of either but not both of them, and (D) no other persons. No more than one residential unit may exist on any Lot. No business, commercial, manufacturing, service or rental enterprise shall be conducted on any Lot. No garage, recreational vehicle, basement, tent, shack, storage barn or similar type structure shall be used at any time as a residence, temporarily or permanently.

B. Home occupation. Although all Lots are to be used only for single-family residential purposes, nonetheless home occupations will be considered part of a single-family residential use if, and only if, the home occupation is conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence, which use is clearly incidental and secondary to the use of the residence for dwelling purposes and does not change the character thereof. To qualify as a home occupation, there must be (i) no sign or display that indicates from the exterior that the residence is being utilized in whole or in part for any purpose other than that of a dwelling; (ii) no commodities sold upon the premises; (iii) no person is employed other than a member of the immediate family residing on the premises; and (iv) no mechanical or electrical equipment is used, other than personal computers and other office-type equipment.

C. Animals. Except for household dogs (not including Pit Bulls), cats, small caged birds, and fish, an Owner may not keep, raise or breed animals, livestock, or poultry of any kind on any Lot. No household pets may be kept, raised or bred on any Lot for commercial purposes. Fenced dog runs adjacent to the rear of a garage or wooden storage shed will be allowed only upon approval in writing by the Developer or Owner's Committee. Pets are not allowed to run free and must be on a leash when being walked. Deposits of fecal matter shall be immediately removed by the Owner of the pet dropping them.

D. Trash. No trash, garbage or rubbish of any kind shall be placed on any Lot, except in sanitary containers for removal. All sanitary containers shall be kept in a clean and sanitary condition and shall be placed in an inconspicuous area of the Lot as designated by Developer or Owner's Committee.

E. Foundations. Permanent foundations and foundation enclosures shall be kept in good condition and repair at all times.

F. Lawns. Owners shall properly maintain all lawn areas on their Lots and at no time shall the height of said lawns exceed five inches. All lawns shall be kept free from weeds, underbrush and other unsightly growths. Front yards are to be completely landscaped unless approved by Developer or Owner's Committee.

G. Automobiles. All automobiles and motorcycles parked by Owners outside of garages shall bear a current license plate and must be road worthy. At no time shall such vehicles be parked on lawns. No automobiles or motorcycles shall be parked overnight except in a garage or on a driveway immediately adjacent to the home. Major automobile and motorcycle repair work is allowed only inside a garage.

H. Recreational Vehicles and Boats. Owners are allowed to store one pleasure boat, motor home, travel trailer, fifth wheel trailer or camper adjacent to their garage. The front or tongue of the unit must not be forward of the front of the garage. The unit must be in good condition without rust, unsightly dents, and must not be in need of repair. Units cannot be stored in front of the home, on the driveway or in the back yard.

I. Fences. No Owner may install on his or her Lot a fence of any type unless approved in writing by the Developer or the Owner's Committee.

J. Antennae. No Owner may install on his or her Lot a satellite dish or television antenna unless approved in writing by the Developer or Owner's Committee.

K. Hunting. No Owner shall engage in or permit hunting in any form anywhere on the Property.

L. Furniture; Equipment. No item of equipment, furniture, or any other large movable item shall be allowed on any Lot except lawn furniture and/or picnic tables provided the same are kept in neat and good condition. All other items, such as lawn mowers, snowmobiles, dune buggies, trailers, ATV's, jet-skis, etc. shall be stored in a garage or wooden storage shed. No above ground swimming pools will be allowed on any lot.

M. Nuisances. No Owner of any Lot will do or permit to be done any act or condition upon his Lot which may be or is or may become a nuisance. No Lot will be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause the Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye, nor will any substance, thing or material be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of the surrounding Lots. No unsightly objects will be allowed to be placed or suffered to remain anywhere on a Lot. In the event that any Owner of any Lot fails or refuses to keep a Lot free from refuse piles or other unsightly objects, the Developer or the Owner's Committee may enter upon the Lot and remove the same and such entry will not be a trespass; the Owner of the Lot will reimburse the Developer or the Owner's committee all costs of such removal.

N. Approval of Plans. No building or other structure shall hereafter be built closer than thirty (30) feet from the front line of any Lot. No building, structure or other improvements shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to or change or alteration be made to any building or structure until the plans and specifications showing the nature, kind, shape, height, materials and location proposed have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures or topography by the Developer.

The Developer may disapprove plans because of noncompliance with any of the provisions of this Declaration, or because of dissatisfaction with the grading and drainage plan, the location of any structure on the lot, the materials to be used, the color scheme, the finish, design, proportion, shape, height, style or appropriateness of the proposed improvements or alteration or because of any matter which, in the Developer's judgment, would render the proposed improvement or alteration inharmonious with, or out of keeping with, the objectives of the Developer, the Subdivision or with improvements erected or to be erected on other lots in the Subdivision, including, purely aesthetic considerations.

At whatever time in the future it may deem fit to do so, the Developer may turn over and delegate this authority to an Owner's Committee. Neither the Developer nor the Committee shall have any liability for the approval or disapproval of any plans or specifications.

O. Construction Contractor.

Construction of all residences and structures on the Lots will be done only by residential home builders licensed by the State of Michigan and approved in writing by the Developer, provided, however, the Developer may waive this restriction for any 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 the Subdivision with a normal construction schedule.

P. Completion of Construction and Stabilization of Soil.

Construction once commenced on any lot must be completed within twelve (12) months. Prior to any earth movement on any lot, a Soil Erosion and Sedimentation Control Permit shall be obtained from the office of the Kent County Road Commission. Appropriate silt fence must be installed and maintained during construction which will prevent soils from eroding off from the lot. The owner of the lot is responsible for cleaning up any soils which cover other areas including the street and storm drains. The lot must be completely stabilized with seeding of a lawn or other ground cover growth within twelve (12) months that will prevent and prohibit any soil blow area or soil erosion. This provision shall not prevent or prohibit any lot owner from maintaining open areas for planting of trees, shrubbery, or flower or vegetable garden, but any such open area shall be controlled so as to prevent blowing or erosion of soil therefrom. Vegetable gardens are allowed only in the back yard and shall not be larger than 400 square feet.

The Developer shall have the first right without charge to any soil to be removed from a Lot. At the Developer's election, the soil to be removed will be deposited on a site within Jasonville Farms designated by the Developer without cost to the Developer.

Q. Compliance with Laws. No Owner shall take any action on or with respect to his or her Lot that violates any federal, state, or local statute, regulation, rule or ordinance including, but not exclusively, the Michigan Subdivision Control Act.

R. Building Requirements. The floor area of the main structure of the dwelling house or residence on any Lot, exclusive of garages, breezeways, and open porches, shall not be less than eleven hundred (1100) square feet for a single story dwelling, and not less than sixteen hundred (1600) square feet for a multi-story dwelling.

S. Trees. No trees three inches in diameter or larger shall be removed from any site unless one of the following conditions exists:

- It is within 20 feet of a building or permanent structure.
- It obstructs a driveway.
- It is a hazard to a building, structure or human life; or,
- Its removal would encourage healthier growth of surrounding trees.

IV. KENT COUNTY DRAIN COMMISSION REQUIREMENTS

- Some of the lots in Jasonville Farms #2 are subject to private, unnamed easements for drainage. These unnamed private easements for drainage are for the surface drainage of upland lots within the subdivision. No development, grading or construction is permitted within these private easements for drainage. This includes swimming pools, sheds, garages, patios, decks or any other permanent structure or landscaping feature that may interfere with surface drainage. Each lot Owner will be responsible for maintaining the surface drainage system across his property.
- The direction of flow for the surface drainage for all lots in Jasonville Farms #2 is shown on the block grading plan, Exhibit "B" attached hereto. It is the lot Owner's responsibility to ensure that the final grading of the lot is in accordance with the block grading plan. During the final lot grading and landscaping, the Owner shall take care to ensure that the installation of fences, plantings, trees and shrubs do not interfere with the surface drainage.

3) Minimum building opening elevations for the following lots are:

<u>LOT NUMBER</u>	<u>MINIMUM OPENING ELEVATION</u>
35	780.50
36	780.75
37	780.00
38	779.25
39	777.75
40	777.00
41	777.00
42	779.95
43	782.65
44	776.00
45	776.00
46	775.00
47	771.00
48	771.00
49	771.00
50	773.25
51	779.00
52	780.15
53	781.20

To eliminate the potential of structural damage due to flooding and back yard surface drainage, the lot Owner shall keep the lowest door or window sill above the minimum opening elevations listed above. The elevations are based on N.G.V. Datum, and a bench mark(s) location is (are) described as follows:

Benchmark #1 - Elevation (779.10)

Top of storm sewer manhole casting at the intersection of Grainery Road and Ravineview Road.

Benchmark #2 - Elevation (781.13)

Top of storm sewer manhole casting at the intersection of Jousma Court and Green Valley Road.

4) Each lot Owner waives his claim against the Kent County Drain Commissioner, his employees and agents, the Township of Caledonia, and the Developer from any and all claims, damage and obligation arising from the existence or operation of the drainage system.

5) Restrictions pursuant to the requirements of the Kent County Drain Commission are to be perpetual and shall run with the land. Drain Commission restrictions may not be amended or modified without the prior written approval of the Kent County Drain Commissioner.

6) Prior to any earth moving on Lots 35-53, the lot Owners shall obtain a Soil Erosion and Sedimentation Control Permit (if required) from the appropriate agency at the Kent County Road Commission.

V. UTILITIES

In order to comply with government regulations on utilities, and so that the Developer may plan and install utilities in a manner that will best enhance the appearance of Jasonville Farms #2 all Lots shall be subject to the following:

- A. Utility Lines All electrical service, cable television, gas lines and telephone lines will be placed underground.
- B. Water Each residence shall be hooked up to the public water system, established to serve the Subdivision, by the time of issuance of a certificate of occupancy.
- C. Sanitary Sewer Each residence shall be hooked up to the public sanitary sewer system, established to serve the Subdivision, by the time of issuance of a certificate of occupancy.

VI. OWNER'S ASSOCIATION

The Developer may assign, in whole or in part, his rights under this Declaration to an association of Owners (hereinafter "Owner's Association"). The Owner's Association need not be incorporated. All Owners, by virtue of taking legal or equitable title in one or more Lots of Jasonville Farms #2 or any properties subsequently added to the scheme of this Declaration, shall automatically become voting members in said association upon its formation. Each Owner will have one vote for each Lot owned. Upon formation of the Owners' Association, the Developer shall appoint a five-member Owner's Committee which shall possess and be vested with all necessary powers and authority to enforce the herein set forth restrictions. The Owner's Committee shall also have the authority and power to enact bylaws and rules as are typical for developments similar to Jasonville Farms #2 for the governance and funding of the Association.

The Committee shall be responsible for maintaining any plat common areas and maintaining and replacing plat identification signs and surrounding landscaping and grass. The Committee may assess each Lot Owner an equal amount as an annual maintenance fee to pay the cost of such maintenance.

VII. ENFORCEMENT OF RESTRICTIONS

- A. Remedies for Violations** In the event of a breach or attempted or threatened breach of any covenant or restriction in this Declaration (hereinafter the "Restrictions") by any Lot Owner, the Developer, the Owners' Association, other Lot Owners or any of them, will be entitled forthwith to full and adequate relief by injunction and all other such available legal and equitable remedies from the consequences of such breach.
- B. Cost to Enforce** All costs incurred by the Developer or the Owners' Association in enforcing the Restrictions, including reasonable attorneys' fees will be reimbursed by the Owner(s) of the Lot(s) in breach of the Restrictions to the Developer or the Owners' Association enforcing the Restrictions.
- C. Failure to Enforce** No delay or omission on the part of the Developer, the Owners' Association, or the Owners of other Lots in exercising any rights, power, or remedy herein provided, will be construed as a waiver thereof or acquiescence in any breach of the Restrictions.
- D. Maintenance Fees** The annual maintenance fee referred to in Article VI above shall be a lien upon the property of the Lot Owner if not paid and be recorded by the Committee and enforced by it in the same manner as a mortgage either by advertisement or by judicial foreclosure in the Kent County Circuit Court. Each Lot Owner hereby grants a power of sale to the Committee for this purpose. The holder of any mortgage covering any Lot which comes into possession of the Lot pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Lot which accrue prior to the time such holder comes into possession of the Lot.

VIII. DEVELOPER'S OPTION TO REPURCHASE

If a dwelling is not substantially completed on a Lot within two (2) years from the date the Lot is sold by the 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 an Owner (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 for 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 sales price less realtor's fee (if any), received by the Developer from the sale of the Lot, 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 at a place and time specified by the 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.

IX. GENERAL PROVISIONS

- A. Run with the Land The covenants and restrictions herein are appurtenant to the land, and shall run with and bind the land, and shall be enforceable by Developer, a later-formed Owner's Association, or any Lot Owner subject to this declaration, the respective heirs, assigns and successors, for a term of twenty-five (25) years from date of this instrument, after which time said covenant shall be automatically extended for successive periods of ten (10) years unless an amended declaration or instrument, signed by two-thirds of the then Lot Owners terminating this Declaration is duly recorded. (Items noted in Article IV - Kent County Drain Commission Requirements are exempt from this article and all restrictions noted shall run with the land in perpetuity as they are written unless approved changes in writing by the Kent County Drain Commissioner.)
- B. Notice Any notice required to be sent to any owner or member hereunder shall be mailed, postpaid, to the last known address of the member or Owner as appears on the records of Developer or the Owners' Association at the time such notice is made.
- C. Severability Invalidation of any of these covenants or restrictions by judgement or court order shall not affect any of the remaining provisions herein set forth and the same remain in full force and effect.
- D. Zoning All restrictions imposed by Caledonia Township Zoning Ordinance, as it applies to R-3 residential districts, shall apply to all Lots in Jasonville Farms #2 in addition to the restrictions contained herein.

- E. References to Lot and Lot Owners Wherever reference is made in this Declaration to the Owner of a Lot or a Lot Owner, such reference will be deemed to include all Owners collectively with any ownership interest in the respective Lots owned by them, whether there will be one or more such Owners.
- F. No Gift or Dedication Nothing herein contained will be deemed to be a gift or dedication of any portion of the Lots or other areas in Jasonville Farms #2 to the general public or for any public purposes whatsoever, it being the intention of the Developer that this Declaration will be strictly limited to the purposes herein specifically expressed.
- G. No Third-Party Beneficiaries No third-party, except grantees, heirs, representatives, successors and assigns of the Developer, as provided herein, will be a beneficiary of any provision of this Declaration.
- H. Splitting of Lots No further splitting of the Lots within this subdivision shall be allowed unless the fractional portions of the lot are acquired by the adjoining lot owners.

Exhibit A

Jasonville Farms Subdivision No. 2, part of the Northwest 1/4 and the Northeast 1/4 of Section 21, Town 5 North, Range 10 West, Caledonia Township, Kent County, Michigan, described as beginning at the Southeast corner of Jasonville Farms Subdivision No. 1 as recorded in Liber 106 of Plats on Pages 27 and 28, being 1832.00 feet South 00 degrees 20 minutes 00 seconds East along the West line of Section 21 and 1397.56 feet North 90 degrees 00 minutes 00 seconds East, along the South line of Jasonville Farms No. 1 and its Westerly extension, of the Northwest corner of Section 21, thence North 00 degrees 20 minutes 00 seconds West 201.00 feet along the East line of Jasonville Farms No. 1, thence North 90 degrees 00 minutes 00 seconds East 240.00 feet, thence South 67 degrees 26 minutes 57 seconds East 201.98 feet, thence South 68 degrees 20 minutes 00 seconds East 206.24 feet, thence South 72 degrees 39 minutes 56 seconds East 66.19 feet, thence North 21 degrees 40 minutes 00 seconds East 145.00 feet, thence South 68 degrees 20 minutes 00 seconds East 328.36 feet, thence South 23 degrees 51 minutes 13 seconds East 105.50 feet, thence South 51 degrees 06 minutes 22 seconds East 176.77 feet, thence South 29 degrees 08 minutes 54 seconds East 151.93 feet, thence South 44 degrees 24 minutes 26 seconds West 139.58 feet, thence North 68 degrees 20 minutes 00 seconds West 636.28 feet, thence South 21 degrees 40 minutes 00 seconds West 110.00 feet, thence North 68 degrees 20 minutes 00 seconds West 66.00 feet, thence Northwesterly along a curve to the right having a radius of 533.00 feet, a central angle of 27 degrees 34 minutes 41 seconds, an arc length of 256.55 feet and whose chord bears North 54 degrees 32 minutes 39 seconds West 254.08 feet, thence Northwesterly along a curve to the left having a radius of 271.48 feet, a central angle of 49 degrees 14 minutes 41 seconds, an arc length of 233.33 feet and whose chord bears North 65 degrees 22 minutes 39 seconds West 226.22 feet, thence South 90 degrees 00 minutes 00 seconds West 89.60 feet to the point of beginning.

Containing 19 Lots and encompassing 8.46 Acres.

IN WITNESS WHEREOF, the undersigned hereto has signed this restrictive covenant agreement.

Witnesses:

Judith Samfilippo
Judith Samfilippo

Eileen Burns

Eileen Burns

Edgar and Elsa Prince Foundation
c/o Robert Haveman
190 River Avenue, 3rd Floor
Holland, Michigan 49423

Robert Haveman
Robert Haveman
Secretary/Treasurer

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) S.S.
OTTAWA COUNTY)

Personally came before me this 6th day of FEBRUARY, 1998, the above named Robert Haveman, Secretary/Treasurer of the Edgar and Elsa Prince Foundation, to me known to be the person who executed the foregoing instrument, and to me known to be such Secretary/Treasurer of said nonprofit corporation and acknowledged that he executed the foregoing instrument as such officer as the free act and deed of said corporation by its authority.

Judith Ann Samfilippo
Judith Ann Samfilippo
Notary Public
Ottawa County, Michigan

My commission expires:

9-14-2001

Prepared by:

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