

1/1/13

## DECLARATION OF RESTRICTIVE COVENANTS, RESTRICTIONS AND CONDITIONS FOR JASONVILLE FARMS SUBDIVISION NO. 7

JASONVILLE FARMS LIMITED PARTNERSHIP II, a Michigan limited partnership, whose address is 3075 Charlevoix Drive, SE, Grand Rapids, Michigan 49546 as developer (hereinafter referred to as "Developer") and PULTE LAND COMPANY, LLC, a Michigan limited liability company, whose address is 2850 Thornhills Drive, SE, Grand Rapids, Michigan 49546 as an owner (hereinafter referred to as "Pulte") of Jasonville Farms Subdivision No. 7 (hereinafter "Jasonville Farms No. 7"), desire to impose certain covenants, restrictions and conditions upon residential areas of Jasonville Farms No. 7. All recorded areas in Jasonville Farms No. 7 with a Proprietor's Certificate executed by Developer or Pulte shall be subject to this Declaration unless the Developer designates otherwise in such documents.

NOW, THEREFORE, the Developer and Pulte hereby declare that residential areas of the real property known as Jasonville Farms No. 7, shall be held, transferred, sold, and conveyed land occupied, subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

### I. DEFINITIONS

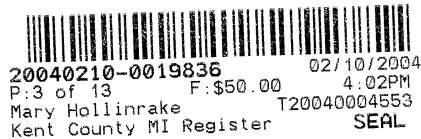
- A. Property "Property" shall mean all of the land described on Exhibit A (Page 13) and such other lands as may be hereafter made subject to this Declaration, or any other supplemental declarations filed hereafter, as hereinafter provided.
- B. Lot "Lot" shall mean the individual residential lots into 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 to a Lot, whether by Deed or Land Contract and their heirs, successors or assigns. The holder of a security interest, in and of itself shall not 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 Section VI of this agreement.

## II. PROPERTY SUBJECT TO THIS DECLARATION

- A. Existing Property All of the Lots of Jasonville Farms No. 7 are subject to this Declaration.
- B. Additional Lands The Developer, its heirs or assigns, shall have the right to bring additional lands into the scheme of this Declaration of Restrictions, or, at the Developer's option, record a supplemental declaration with respect to such additional lands.

## III. BUILDING AND USE RESTRICTIONS

- A. Residential Use Except for Lots owned by the Developer or Pulte used for displaying model homes, all Lots shall be used for single-family residential purposes only. For the purposes hereof, "Single-family" shall be given the definition ascribed to it by applicable law. 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. 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 inconspicuous area of the Lot as designated by the 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 the 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 prohibited from storing recreational vehicles, including boats, trailers, motor home travel trailers, fifth wheel trailers or campers outside of their garages. Units cannot be stored in front of the home, on the driveway or in the yard.
- I. Fences No Owner may install on his or her Lot a fence of any type (other than silt fencing required during construction or fences enclosing swimming pools or similar amenities, as may be required by ordinance or other governmental action, which items shall be permitted if approved by the Developer in accordance with Section III. N. below or by the Owner's Committee at any time after the Developer has turned over such authority to 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 improvements 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 (if required). Appropriate silt fence must be installed and maintained during construction which will prevent soils from eroding off 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 gardens, 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.

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 finished 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 the following above grade finished square footages. (Above grade finished square footage means the entire floor level is above the highest front yard finished ground grade.)

For one story, raised ranch, bilevel, split level and trilevel, the minimum Column 1 square footage shall apply.

For 1-1/2 story and 2 story, the minimum Column 2 square footage shall apply.

<u>Lot Number</u>	<u>Column 1</u>	<u>Column 2</u>
162 - 164	1300	1800

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

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

T. Recreational Facilities If recreational facilities, which may include by way of illustration and not limitation a swimming pool, pool facilities, a poolhouse, tennis courts, and/or a playground (collectively the "recreational facilities") are included within Jasonville Farms No. 7 or one of the other Jasonville Farms subdivisions or appurtenant common areas, the Owner's Committee or Board of Directors of the Owner's Association may assess each Lot Owner (other than Developer and Pulte) a proportional share of the cost of use and maintenance of the recreational facilities. Developer intends to contribute up to One Hundred Thousand Dollars (\$100,000) towards the cost of construction of the original recreational facilities, if constructed (the "Developer's contribution"); however, in no event shall the Developer's contribution exceed One Hundred Thousand Dollars (\$100,000).

#### IV. KENT COUNTY DRAIN COMMISSION REQUIREMENTS

- 1) The direction of flow for the surface drainage for all Lots in Jasonville Farms No. 7 is shown on the block grading plan, Exhibit "B" (Page 14) 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.
- 2) Minimum building opening elevations for the following Lots are:

<u>LOT NUMBER</u>	<u>MINIMUM OPENING ELEVATION</u>
162	805.50
163	805.50
164	801.75

To eliminate the potential of structural damage due to flooding from back yard surface drainage, the Lot Owner shall keep the lowest window sill above the minimum opening elevations listed above. In the case of door and/or window wells, minimum opening shall be determined by the elevation of the top of said well unit. The elevations are based on N.G.V. Datum, and benchmark locations are described as follows:

Benchmark #1 – Elevation (797.41)

Top of storm sewer manhole casting at the intersection of Rainbow's End Road and Hayfield Road.

Benchmark #2 – Elevation (803.84)

Top of sanitary sewer manhole casting Northwest of the common Lot corner of Lots 162 and 163.

- 3) Each Lot Owner waives his claim against the Kent County Drain Commissioner, his employees and agents, the Township of Caledonia, and Developer from any and all claims, damage and obligation arising from the existence or operation of the drainage system.
- 4) 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.
- 5) Prior to any earth moving on any Lot, the Lot Owners shall obtain a Soil Erosion and Sedimentation Control Permit (if required) from the appropriate agency at the Kent County Road Commission.
- 6) In accordance with Section 280.433 of the Michigan Drain Code (Act 40 of the Public Acts of 1956, as amended), a special assessment drainage district has been created to provide for the maintenance of the Jasonville Farms Subdivision No. 4 County Drain. All land within the boundaries of Jasonville Farms No. 7 has been added to the Jasonville Farms Subdivision No. 4 Drain Drainage District. At some time in the future the Lots within the amended drainage district will be subject to a special assessment for the improvements or maintenance of the Jasonville Farms Subdivision No. 4 County Drain.

## 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 No. 7, 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 the Jasonville Farms Homeowners' Association, a Michigan non-profit corporation (hereinafter "Owner's Association"). All Owners, by virtue of taking legal or equitable title in one or more Lots of Jasonville Farms No. 7 or one of the other Jasonville Farms subdivisions or any properties subsequently added to the scheme of this Declaration, shall automatically become members in the Owner's Association. Each Owner will have one vote for each Lot owned. However, no Owner, other than the Developer, shall be entitled to vote so long as the Developer continues to own, as the original Owner, any lot in any of the Jasonville Farms subdivisions. Upon formation of the Owner's 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 No. 7 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 or Board of Directors of the Owner's Association may assess each Lot Owner an equal amount as an annual maintenance fee to pay the cost of such maintenance. However, except for Lots owned by the Developer or Pulte upon which a completed residence has been erected and a certificate of occupancy has been issued, the Developer and Pulte shall not be responsible at any time for payment of the regular Owner's Association assessments nor any other financial obligation other than those specifically imposed upon Developers by law. Except for Lots owned by Developer or Pulte upon which a completed residence has been erected and a certificate of occupancy has been issued, the Developer and Pulte shall not be obligated to pay any assessments or other financial obligations on their unsold Lots.

Pulte hereby grants an easement to the Owner's Association through, over, under, and across proposed Lot 162 for the installation, repair, maintenance, and replacement of a plat development sign as noted on the final plat, together with related landscaping.

## 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



Owner's 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 Owner's Association in enforcing the Restrictions, including reasonable attorney's fees will be reimbursed by the Owner(s) of the Lot(s) in breach of the Restrictions to the Developer or the Owner's Association enforcing the Restrictions.
- C. Failure to Enforce No delay or omission on the part of the Developer, the Owner's 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 and Assessments for Recreational Facilities The annual maintenance fee referred to in Article VI above and the assessments for the recreational facilities referred to in paragraph T of Article III above shall be a lien upon the property of the Lot Owner, other than the Developer and Pulte, 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, other than the Developer and Pulte, 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 AND PULTE'S OPTIONS 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 or Pulte 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 or Pulte to an Owner (unless such two (2) years is extended in writing by the Developer or Pulte), the Developer or Pulte will have the option to purchase back the Lot from the then current Owner. The Developer's and Pulte's options 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 or Pulte from the sale of the Lot, without increase for interest or any other charge. If the option is exercised, Developer or Pulte, as the case may be, shall 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 or Pulte, 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 or Pulte. The closing of the re-purchase shall take place at a place and time specified by the Developer or Pulte 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 or Pulte will deem reasonably necessary to convey marketable title to the Lot to the Developer or Pulte, 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 the Developer, the 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 are made 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 Owner's Association at the time such notice is made.
- C. Severability Invalidity of any of these covenants or restrictions by judgment or court order shall not affect any of the remaining provisions herein set forth and the same shall remain in full force and effect.
- D. Zoning All restrictions imposed by the Caledonia Township Zoning Ordinance, as it applies to R-2 residential districts, shall apply to all Lots in Jasonville Farms No. 7 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. Gift or Dedication Any gift or dedication of any portion of Jasonville Farms No. 7 to the general public or any public purposes is as expressly stated or depicted on the final plat of the Subdivision, it being the intention of the Developer and Pulte 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.

IN WITNESS WHEREOF, the undersigned have executed this document this 16<sup>th</sup> day of December, 2003.

Jasonville Farms Limited Partnership II, a  
Michigan limited partnership

By: Riebel Development Corporation, a  
Michigan corporation

Its: General Partner

By: 

David M. Riebel

Its: President

Pulte Land Company, LLC, a Michigan  
limited liability company

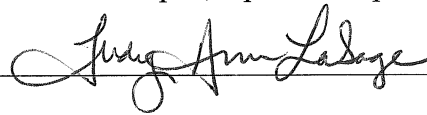
By: 

Jeff Chamberlain

Its: Authorized Agent

STATE OF MICHIGAN     )  
                                  ) SS  
COUNTY OF KENT        )

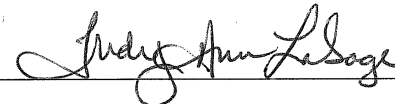
The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of November, 2003, by David M. Riebel, President of Riebel Development Corporation, a Michigan corporation, partner on behalf of Jasonville Farms Limited Partnership II, a partnership.

  
\_\_\_\_\_  
Notary Public, Kent County, Michigan  
My Commission expires: 11/08/04

STATE OF MICHIGAN     )  
                                  ) SS  
COUNTY OF KENT        )

— **JUDY ANN LASAGE**  
Notary Public, Kent County, MI  
My Commission Expires Nov. 8, 2004

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of December, 2003, by Jeff Chamberlain, as authorized agent of Pulte Land Company, LLC, a Michigan limited liability company, on behalf of the company.

  
\_\_\_\_\_  
Notary Public, Kent County, Michigan  
My Commission expires: 11/08/04

Prepared by and after recording return to:  
Milanowski and Englert  
Engineering and Surveying Inc.  
927 Beechtree Street, Suite 3  
Grand Haven, Michigan 49417  
(616) 847-4070

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— **JUDY ANN LASAGE**  
Notary Public, Kent County, MI  
My Commission Expires Nov. 8, 2004

Exhibit A

Part of the Northeast 1/4 of Section 21, Town 5 North, Range 10 West, Caledonia Township, Kent County, Michigan, described as beginning at a point on the North line of Section 21 that is 96.00 feet South 89 degrees 32 minutes 01 seconds East of the North 1/4 corner of Section 21, thence South 89 degrees 32 minutes 01 seconds East 129.00 feet along the North line of Section 21, thence South 00 degrees 29 minutes 15 seconds East 531.00 feet, thence North 89 degrees 32 minutes 01 seconds West 143.98 feet, thence North 00 degrees 29 minutes 15 seconds West 0.66 feet, thence along the Easterly line of Jasonville Farms Subdivision No. 4 as recorded in Liber 113 of Plats on Pages 40, 41, 42, 43 and 44, Kent County Records, the following 3 courses, thence North 00 degrees 29 minutes 15 seconds West 215.34 feet, thence North 05 degrees 13 minutes 23 seconds East 150.50 feet, thence North 00 degrees 29 minutes 15 seconds West 165.00 feet to the point of beginning.  
Containing 3 lots and encompassing 1.672 Acres.