

DECLARATION OF RESTRICTIVE COVENANTS, RESTRICTIONS AND
CONDITIONS FOR JASONVILLE FARMS SUBDIVISION NO. 9

JASONVILLE FARMS LIMITED PARTNERSHIP II, a Michigan limited partnership, whose address is 3075 Charlevoix Drive, SE, Grand Rapids, Michigan 49546 and FIFTH THIRD BANK - WESTERN MICHIGAN (Mortgagee) a Michigan corporation whose address is 111 Lyon St., N.W., Grand Rapids, Michigan 49503 (hereinafter referred to as "Developer") desire to impose certain covenants, restrictions and conditions upon residential areas of Jasonville Farms Subdivision No. 9 (hereinafter "Jasonville Farms No. 9"). All recorded areas in Jasonville Farms No. 9 with a Proprietor's Certificate executed by Developer shall be subject to this Declaration unless the Developer designates otherwise in such documents.

NOW, THEREFORE, the Developer hereby declares that residential areas of the real property known as Jasonville Farms No. 9, 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 10) 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. 9 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 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 (of a diameter larger than 18 inches) 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>
185-209	1400	1900

- 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. 8 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) a proportional share of the cost of use and maintenance of the recreational facilities. Developer may 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) 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 No. 8 - No. 11 County Drain. The drainage district consists of all the land within the boundaries of Jasonville Farms Subdivision No. 8, Jasonville Farms Subdivision No. 9 and the future Jasonville Farms Subdivisions No. 10 and No. 11. At some time in the future the Lots within the drainage district will be subject to a special assessment for the improvements or maintenance of the Jasonville Farms No. 8 - No. 11 County Drain.
- 2) Private Easements for the Jasonville Farms No. 8 - No. 11 County Drain have been granted to the Jasonville Farms No. 8 - No. 11 Drain Drainage District. The rights and obligations of said easements are recorded with the Kent County Register of Deeds office.
- 3) Some of the lots in Jasonville Farms Subdivision No. 9 are subject to private easements for drainage. Private easements for drainage are for the benefit of upland lots within the subdivision and any improper construction, development, or grading that occurs within these easements will interfere with the drainage rights of those upland lots. Private easements for drainage are for the continuous passage of surface drainage and each lot owner will be responsible for maintaining the surface drainage system across his property. No construction is permitted within a private easement for drainage. This includes swimming pools, sheds, garages, patios, decks or any other permanent structure or landscaping feature that may interfere with surface drainage. Further, during the final lot grading and landscaping the owner shall take care to ensure that the installation of fences, plantings, trees, and shrubs does not interfere with the surface drainage.
- 4) The direction of flow for the surface drainage for all Lots in Jasonville Farms No. 9 is shown on the block grading plan, Exhibit "B" (Page 11) 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.

- 5) Lowest allowable building opening elevations for the following Lots are:

<u>LOT NUMBER</u>	<u>MINIMUM OPENING ELEVATION</u>
185	765.00
186	764.25
187	763.50
188	762.25
189	761.25
190	760.25
191	760.25
192	759.25
193	759.75
194	753.75
195	746.50
196	741.25
197	765.00
198	767.00
199	766.00
200	765.00
201	764.00
202	763.00
203	758.50
204	754.00
205	750.00
206	747.00
207	747.00
208	743.25
209	743.00

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 lowest allowable opening elevations listed above. In the case of door and/or window wells, lowest allowable 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 769.58

Top of storm sewer manhole casting located to the Northeast of the common property corner of Lots 186 and 187 (in the center of Rainbow's End Road)

Benchmark #2 - Elevation 764.46

Top of storm sewer manhole casting located to the Southwest of the common property corner of Lots 202 and 203 (in the center of Rainbow's End Road).

Benchmark #3 - Elevation 745.17

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

- 6) 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.
- 7) 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.

- 8) 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.

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. 9, 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. 9 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. 9 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 upon which a completed residence has been erected and a certificate of occupancy has been issued, the Developer 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 upon which a completed residence has been erected and a certificate of occupancy has been issued, the Developer shall not be obligated to pay any assessments or other financial obligations on their unsold Lots.

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, 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, 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 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 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, the Developer 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, 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.

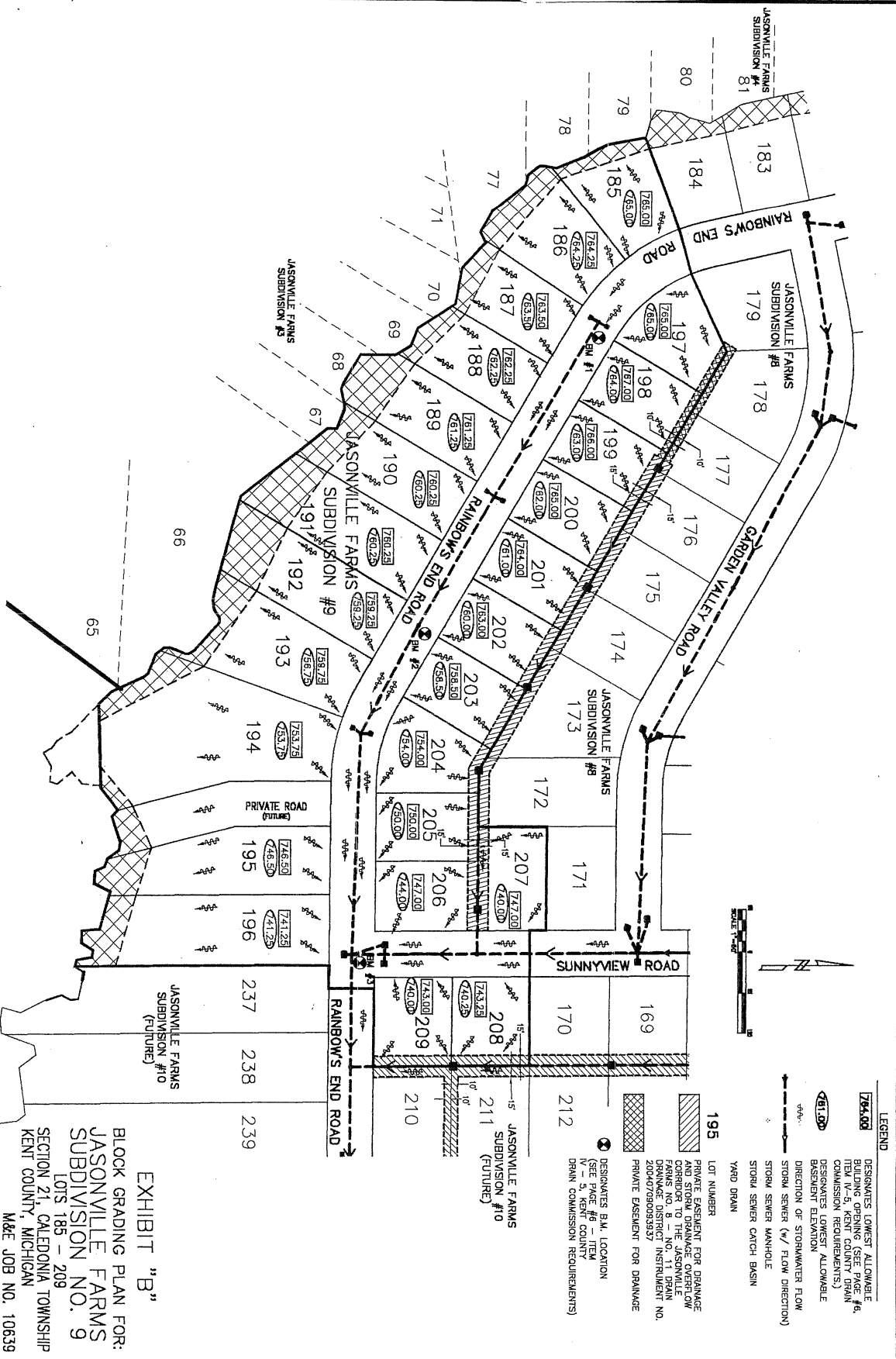
IX. GENERAL PROVISIONS

- 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 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 Invalidation 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. 9 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. 9 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 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. All lot divisions shall be in accordance with Section 560.263 of the State of Michigan Land Division Act.

Exhibit A

Jasonville Farms Subdivision No. 9, part of the Northeast 1/4 and the Northwest 1/4 of Section 21, Town 5 North, Range 10 West, Caledonia Township, Kent County, Michigan, described as commencing at the North 1/4 corner of Section 21, thence South 89 degrees 32 minutes 01 seconds East 288.44 feet along the North line of Section 21, thence South 00 degrees 29 minutes 15 seconds East 953.63 feet to the Southeast corner of Lot 179 of Jasonville Farms Subdivision No. 8, as recorded in Instrument No. 200406300090285, Kent County Records and the point of beginning of this subdivision, thence South 59 degrees 37 minutes 02 seconds East 706.65 feet along the Southwesterly line of Jasonville Farms Subdivision No. 8, thence South 89 degrees 32 minutes 01 seconds East 82.38 feet to the Southeast corner of Lot 172 of Jasonville Farms Subdivision No. 8, thence North 00 degrees 27 minutes 38 seconds West 100.01 feet to the Southwest corner of Lot 171 of Jasonville Farms Subdivision No. 8, thence South 89 degrees 32 minutes 01 seconds East 216.02 feet along the South line of Jasonville Farms Subdivision No. 8, thence South 00 degrees 27 minutes 38 seconds East 22.00 feet to the Southwest corner of Lot 170 of Jasonville Farms Subdivision No. 8, thence South 89 degrees 32 minutes 01 seconds East 132.02 feet to the Southeast corner of Lot 170 of Jasonville Farms Subdivision No. 8, thence South 00 degrees 27 minutes 38 seconds East 228.02 feet, thence North 89 degrees 32 minutes 01 seconds West 132.02 feet, thence South 14 degrees 50 minutes 39 seconds West 68.13 feet, thence South 00 degrees 27 minutes 38 seconds East 290.00 feet to a point that is 77 feet North 00 degrees 27 minutes 38 seconds West of the centerline of an unnamed tributary to the Thornapple River, thence North 73 degrees 28 minutes 41 seconds West 182.66 feet, thence South 50 degrees 13 minutes 40 seconds West 150.17 feet, the preceding 2 courses along an intermediate traverse line of an unnamed tributary to the Thornapple River, to a point that is 30 feet South 90 degrees 00 minutes 00 seconds West of the centerline of the unnamed tributary to the Thornapple River, thence South 90 degrees 00 minutes 00 seconds West 53.06 feet to a point that is 35 feet North 90 degrees 00 minutes 00 seconds East of the centerline of an unnamed tributary to the Thornapple River, thence North 25 degrees 45 minutes 29 seconds West 189.25 feet, thence North 55 degrees 21 minutes 37 seconds West 872.67 feet, thence North 16 degrees 05 minutes 17 seconds West 136.07 feet (the preceding 3 courses along an intermediate traverse line of an unnamed tributary to the Thornapple River) to a point that is 27 feet North 69 degrees 45 minutes 42 seconds East of the centerline of an unnamed tributary of the Thornapple River, said centerline is also in part the Northeasterly line of Jasonville Farms Subdivision No. 3, Liber 108, Pages 1, 2 & 3, and the Easterly line of Jasonville Farms Subdivision No. 4, Liber 113, Pages 40-44, thence North 69 degrees 45 minutes 42 seconds East 117.39 feet to the Southeast corner of Lot 184 of Jasonville Farms Subdivision No. 8, thence North 73 degrees 36 minutes 40 seconds East 66.20 feet to the Southwest corner of Lot 179 of Jasonville Farms Subdivision No. 8, thence North 64 degrees 54 minutes 14 seconds East 125.67 feet to the point of beginning, together with all lands lying between the intermediate traverse line and the centerline of the unnamed tributary to the Thornapple River.

Containing 25 lots and encompassing 12.579 acres within the intermediate traverse line, 14.10 acres total.



IN WITNESS WHEREOF, the undersigned has caused these presents to be executed, by its duly authorized General Partner by authority of its partnership agreement this 20th day of August, 2004.

WITNESSES:

Dennis Brinks
Dennis Brinks

Judy A. LaSage
Judy A. LaSage

Jasonville Farms Limited Partnership II
A Michigan Limited Partnership
3075 Charlevoix Drive, S.E.
Grand Rapids, Michigan 49546

By David M. Riebel
David M. Riebel
President - Riebel Development
Corporation
General Partner

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) S.S.
KENT COUNTY)

Personally came before me this 20th day of August, 2004, the above named David M. Riebel, President of Riebel Development Corporation, General Partner of the above named partnership, to me known to be the person who executed the foregoing instrument, and to me known to be such General Partner of said partnership and acknowledged that he executed the foregoing instrument as such general partner as the free act and deed of said partnership.

Judy Ann LaSage
Judy Ann LaSage
Notary Public, State of Michigan,
County of Kent


My commission expires: 11/08/04

Acting in the County of Kent

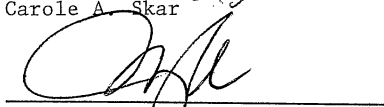
JULY ANN LASAGE
Notary Public, Kent County, MI
My Commission Expires Nov. 8, 2004

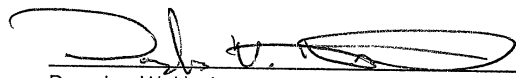
IN WITNESS WHEREOF, the undersigned hereto has signed this agreement.

Witnesses:


Carole A. Skar

Fifth Third Bank - Western Michigan
111 Lyon Street, N.W.
Grand Rapids, Michigan 49503

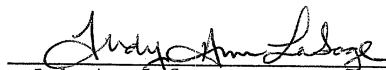

Timothy L. Wright


Douglas W. Hathaway
Assistant Vice-President

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) S.S.
KENT COUNTY)

Personally came before me this 10th day of September, 2004, the above named Douglas W. Hathaway, Assistant Vice-President, of the above named corporation, to me known to be such Assistant Vice-President of said corporation and acknowledged that he executed the foregoing instrument as such officer as the free act and deed of said corporation by its authority.


Judy Ann LaSage

Notary Public, State of Michigan,
County of Kent

My commission expires: 11/03/04

Acting in the County of Kent

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

Prepared by:

Milanowski & Englert
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