

Area #3, North Holiday Hills #3 (lots 98-107)

RESTRICTIVE COVENANT AGREEMENT

THIS AGREEMENT AND DEDICATION made and entered into this 27th day of October 1989, by HOLIDAY HILLS, INC., a Michigan corporation of 1053 Jackson Street, Grand Haven, Michigan, 49417, party of the first part, with reference to the following matters:

WITNESSETH:

PART A - PREAMBLE

WHEREAS, the party hereto is the owner of those certain pieces or parcels of land situated in the Township of Spring Lake, County of Ottawa and State of Michigan, described as follows:

Lots Ninety Eight (98) through One Hundred Seven (107) inclusive, of the Plat of North Holiday Hills Subdivision No. 3, in part of the Southeast 1/4, Section 6, Town 8 North, Range 16 West, Spring Lake Township, Ottawa County, Michigan; and

WHEREAS, the party hereto desires for their protection and for the benefit and advantage of any future owners of the above described property to uniformly regulate and restrict the use and occupancy thereof.

NOW, THEREFORE, the party hereto does hereby agree and covenant for itself and for its respective heirs, representatives, successors and assigns, and that the lots, lands and premises, as above described and every part thereof, shall hereafter be used, occupied, sold and conveyed subject to the restrictive covenants hereinafter set forth, which are hereby impressed upon said lots, lands and premises as above described, and upon every part thereof.

PART B ~ AREA OF APPLICATION

The restrictive covenants set forth in parts C and D shall in their entirety apply to all lots in the Plat of North Holiday Hills Subdivision No. 3, in part of the Southeast 1/4, Section 6, Town 8 North, Range 16 West, Spring Lake Township, Ottawa County, Michigan.

PART C - RESTRICTIVE COVENANTS

1. LAND USE AND BUILDING TYPE. No lot shall be used for other than single family private residential purposes. No building or structure of any kind whatsoever shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached single-family dwelling not to exceed two (2) stories in height exclusive of lower storage or basement area and a private garage for not more than three (3) automobiles. Provided, that said height provisions shall not be construed as prohibiting tri-level residences. Further provided, that not more than one (1) storage building, not exceeding one hundred twenty (120) square feet in floor area and not in excess of eight (8) feet in height at its highest point, constructed in general conformity with the architectural appearance and style of

the primary residential dwelling out of brick or wood, and secured to a wooden or cement

foundation, for the storage of tools, lawn equipment, and recreational items shall be permitted upon the condition that ornamental evergreen screen is provided for the same and it is located at least fifteen (15) feet from any lot line, and only in the rear yard of any lot, and upon the further condition that written approval is secured prior to erection of such building as provided in Part E - General Provisions, Paragraph One (1) , Architectural Control Committee.

2. DWELLING QUALITY AND CONSTRUCTION. All residential buildings, including garages, shall be constructed of new materials only. No exposed cement blocks, cinder blocks, hadite blocks or similar manufactured blocks may be used in building construction except for basement construction and garage foundations. No existing structure of any kind shall be moved onto any lot from an off-site location. All driveways and aprons for driveways shall be constructed of hard-surface materials, except that gravel driveways and aprons shall be permitted when approved by the Architectural Control Committee. The construction of all buildings and structures shall be undertaken and completed only by qualified licensed residential contractors so that the quality of workmanship on said buildings and structures conforms to professional standards.

3. BUILDING REQUIREMENTS, LOCATION AND SIZE. The location of any dwelling house or residence and any outbuilding upon any lot in said plat and all setback lines, side lot lines, rear yard, and front yard requirements shall be at least equal to those prescribed by the Zoning Ordinances of the Township of Spring Lake as now existing or hereafter adopted, and any variance or changes therein shall be governed by the provisions of said ordinance.

The ground 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 fifteen hundred (1500) square feet in the case of a one (1) story structure; not less than two thousand (2000) square feet of combined floor area in the case of a one and one-half (1 1/2) or a two (2) story structure, or less than sixteen hundred (1,600) square feet of combined floor area in the case of a tri-level structure.

The minimum floor elevation of any unit shall be elevation 611.0.

4. TEMPORARY STRUCTURES AND RECREATIONAL-TYPE VEHICLES. No trailer, basement, tent, shack, garage, barn, or other outbuilding placed or erected on any lot shall at any time be used as a residence temporarily or permanently; nor shall any structure of a temporary character be used as a residence. No garage or outbuilding shall be erected or placed on any lot prior to the erection of the principal dwelling house or residential building. Further, no travel trailer, boat and/or trailer, mobile home, or recreational vehicle of any type, quality or nature, including snowmobiles and/or its trailer, shall be stored on or about any lot (except inside a fully walled garage on the premises) and any such travel trailer, mobile home, or recreational vehicle may only be located upon any lot for temporary purposes of loading or unloading the same or overnight for accommodating guests of the occupant of the resident situated upon any such lot; and at no time may any such travel trailer, mobile home, or recreational vehicle be occupied for any living

purposes on any such lot. Provided, a snowmobile(s) may be kept on a lot for use by the occupant during the Winter season.

5. COMPLETION OF CONSTRUCTION AND STABILIZATION OF SOIL. Construction once commenced on any lot must be completed within twelve (12) months from the date of commencement and the entirety of said site must be completely stabilized by grading and seeding of a lawn or other ground cover growth so as to prevent and prohibit any soil blow area within twelve (12) months from the date of commencement of construction; provided that this provision shall not be interpreted so as to prevent or prohibit any lot owner from maintaining open areas for planting of trees, shrubbery, or a flower or vegetable garden, but any such open area shall be controlled so as to prevent blowing or erosion of soil therefrom. Further, all soil removal and disturbance shall be in conformity with the applicable regulations, ordinances and statutes.

6. NUISANCES. No noxious or offensive trade or activity shall be carried on or permitted upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No commercial vehicle or trucks, except unmarked passenger automobiles or a passenger automobile carrying a company insignia and/or company name, except a panel or pick-up truck shall be parked outside any garage on any lot except when it is temporarily parked for delivery or service to the dwelling house, residence or any outbuilding of said lot.

7. FENCES OR HEDGES. No fences or hedges higher than four (4) feet measured from the ground level shall be built or permitted on any lot or parcel and all such fences or hedges shall have a minimum setback from the front lot line of twenty-five (25) feet. Provided, that fences or hedges not higher than six (6) feet measured from the ground level shall be permitted in the rear yard area of any residence to enclose a patio area for privacy purposes, provided that no such fence higher than four (4) feet shall be constructed any closer than twenty-five (25) feet to any street line or a corner lot; and further provided, that fences as required by any ordinance or law now or hereafter in effect pertaining to the fencing or enclosure of swimming pools shall be permitted except that no fence enclosing a swimming pool shall be constructed any closer than twenty-five (25) feet to any street line on a corner lot.

8. SIGNS. No sign of any kind shall be displayed to the public view on any lot, except one (1) professional sign of not more than two (2) square feet or one (1) sign of not more than twenty (20) square feet in total area pertaining to a building under construction or pertaining to the sale or lease of the premises upon which it is placed, provided, that such signs shall be removed within seven (7) days after completion of the building or after the consummation of the sale or lease of the premises; and further provided, that if more restrictive regulations are in effect because of any law or ordinance, then such more restrictive ordinances or laws shall be applied.

9. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that this provision shall not be interpreted to prohibit the keeping or housing of domestic birds, dogs, cats, fish, or other domestic pets; provided that they are not kept, bred, or maintained for commercial purposes.

10. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for refuse or rubbish of any kind. Trash, garbage or other waste shall not be kept on any lot, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

PART D – WATER SUPPLY AND SEWAGE DISPOSAL RESTRICTIONS.

1. All lots within this plat shall be reserved for single family residential dwellings.

2. All dwellings shall be served by a sewage disposal system. During the initial development of this subdivision, private septic tanks and drainfields constructed in compliance with the regulations of the Ottawa county Human Services Department shall be installed. Permits for the installation of all sewage disposal systems shall be obtained from the Ottawa County Environmental Health Division prior to any construction and/or installation taking place on any lot in this plat.

3. All sewage systems shall be installed according to the specifications issued on the sewage permit by the investigating sanitarian. All applications for that permit may be required to include an engineered scaled, top and side view site plan of each lot specifying the location of the home, driveway, utility easements plus initial and reserve drainfield areas. Initial and final grading elevations shall also be included. Should the location projected for these sewage system areas be unacceptable, alternate sites will be necessary which may necessitate relocating the homesite. In addition:

A. A minimum isolation distance of four feet shall be maintained between the top of the highest known water table and the bottom of the stone in the sewage system drainfields. This would indicate that elevation 616 must be present for the bottom of the sewage disposal system drainfields. A minimum elevation of 614 may be utilized but up to 4 feet of additional fill will be necessary plus the 1:7 slope berm area.

B. The sewage disposal system and its reserve area shall be located to the front of the lot {between house and road} on lots 98, 99 and 103-107, and,

C. The sewage systems on the remaining lots shall be located on a flat, level area with a minimum isolation of 10 feet from the edge of any bank or drop off.

4. All storm drains within this plat shall be closed joint construction.

5. A minimum isolation distance of twenty-five feet shall be maintained from all footing drains to all sewage disposal systems. Fifteen feet of isolation may be considered on the higher lots and if the footing drains are located well above the water table.

6. Unless otherwise approved by the Ottawa County Environmental Health Division, all sewage disposal systems shall be gravity flow from the house.

7. A reserve area meeting the same specifications as the original sewage system shall be kept available for correction in the vent the original system fails.

8. Should laundry facilities be installed in the basement of these homes and a pump be necessary to eliminate the wastewater, a separate sump pump and pit shall be installed to pump this waste to the sewage disposal system. No interconnecting of this pit shall be allowed with the footing drain system.

9. All dwellings in the subdivision shall be served with and connected to municipal water prior to occupancy.

10. At some time subsequent to the initial development of this plat, it may be necessary to construct a community sewage disposal system. The construction of such a public system may be financed in whole or in part by the creation of a special assessment district or districts which may include all original lots. If such a special assessment district is imposed upon all or any part of this subdivision in accordance with Michigan law, then each owner of lots covered by said special assessment district shall pay all of those special assessments as may be levied against his lot by that special assessment district and shall take the necessary steps as required by the appropriate state, county and township agencies to connect at his own expense, his sewage discharge facilities to such community system within ninety (90) days following completion of such system.

11. PERPETUAL APPLICATION. These restrictive covenants as specified in PART D hereof shall not be amendable or revisable and shall be in effect with respect to the lots in North Holiday Hills Subdivision No. 3, until such time as all residential structures situated on any lot in said subdivision are connected to both municipal water and sanitary sewer facilities.

PART E — GENERAL PROVISIONS.

1. Architectural Control Committee. No building or structure shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of such building or structure shall have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to the location with respect to topography and finished grade elevation. The Architectural Control Committee shall be composed of the President and Secretary of Holiday Hills, Inc., a Michigan corporation. Provided that in the absence or inability to serve on the part of either the President or Secretary, any other officer of Holiday Hills, In. may serve as a member during such absence or inability to serve. Provided, further, that the Architectural Control Committee shall have the power to designate a representative or agent to act for said Committee. No member of the Committee or its designated representative or agent shall be entitled to any compensation for services performed pursuant to this covenant.

At any time hereafter, Holiday Hills, Inc. and any ten (10) or more record title owners of any lots in said Subdivision shall have the power through a duly recorded written instrument to change the membership of the Committee or to change, alter, or amend the powers and duties of said Committee.

The Committee's approval or disapproval of a proposed building or structure as required in this covenant shall be in writing. In the event the Committee or its designated representative or agent fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and these covenants shall be deemed to have been complied with.

2. TERM. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part; provided, however, the requirements of PART D as hereinabove provided shall remain in full force and effect as provided herein.

3. ENFORCEMENT. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages, or to secure such relief as is permitted by law, and any of the provisions of this agreement may be enforced by any owner of any interest in any lot in said subdivision.

4. SEVERABILITY. Invalidation of any of these covenants by judgement or court order shall in nowise affect any of the other provisions which shall remain in force and effect.

IN WITNESS WHEREOF, the party hereto have hereunto set its hand and seal on the day and year first above written.

Signed, Sealed, and Delivered
in the Presence of:

HOLIDAY HILLS, INC.
A Michigan corporation