

Area #1, North Holiday Hills #1 (lots 1- 53)

RESTRICTIVE COVENANT AGREEMENT

THIS AGREEMENT, made and entered into by and between HOLIDAY HILLS, INC., a Michigan corporation the City of Grand Haven, Michigan, hereinafter called the party of the first part, and MARGARET PETERSEN, of the City of Grand Haven, Michigan, herein after called the party of the second part;

W I T N E S S T H :

PART A. PREAMBLE;

WHEREAS, the party of the first part 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 Two (2) to Fifty-three (53) of the Plat of North
Holiday Hills to the said Township of Spring Lake; and

WHEREAS, the party of the second part is the owner of that certain piece or parcel of land situated in the Township of Spring Lake, County of Ottawa and State of Michigan, described as follows;

Lot One (1) of the Plat of North Holiday Hills
to the said Township of Spring Lake; and

WHEREAS, the parties hereto desire for their mutual protection and for the benefit and advantage of any future owners of any of the above described property to uniformly regulate and restrict the use and occupancy thereof;

NOW, THEREFORE, the parties hereto do hereby mutually agree and covenant for themselves, and for their respective successors, representatives, heirs and assigns 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 above described and upon every part thereof.

PART B. AREA OF APPLICATION;

The restrictive covenants set forth in Part C shall, in their entirety, apply to all of the lots in the Plat of North Holiday Hills to the Township of Spring Lake, County of Ottawa and State of Michigan

PART C. RESTRICTIVE COVENANTS;

1. Land Use and Building Type. No lot shall be used except for 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 detached single family dwelling not to exceed two stories in height and a private garage for not more than three (3) automobiles. Provided, that said height provision shall not be construed as prohibiting tri-level residences.

2. Dwelling, Quality and Construction. All residential buildings, including garages, shall be constructed of new materials only, and the exterior of all of said buildings shall be constructed of brick, stone or siding or a combination thereof, and all residences shall be so constructed as to display brick and/or stone on a part of the exterior facing the street adjacent to such residence. No exposed cement, cinder or Hadite blocks or similar manufactured blocks may be used in any building except for dwelling and garage foundations. No existing structure of any kind shall be moved onto any lot from an off-site location. All driveways shall be constructed of hard surface materials.

The construction of all buildings and structures shall be undertaken and completed only by qualified builders so that the quality of workmanship on said buildings and structures conform to professional standards.

3. Building Location and Size. No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line, and no dwelling shall be erected or placed on any lot having less than 11,000 square feet of area. No garage shall be constructed unless the same shall be attached to, or a part of, the residential dwelling.

No dwelling shall be erected on any lot with a square foot area of the main structure, exclusive of one-story open porches, carports, attached garages and basements, of less than 1500 square feet ground area in the case of a one-story structure; of less than 2,000 square feet of combined floor area in the case of a one and one-half or two-story structure; or less than 1600 square feet of combined floor area in the case of a tri-level structure.

4. Temporary Structures. No trailer, basement, tent, shack, garage, barn, or other out-building placed or erected on any lot shall at any time be used as a residence temporarily or permanently or shall any structure of a temporary character be used as a residence. No garage or out-building shall be erected or placed on any lot prior to the erection of the principal residential building.

5. Completion of Construction and Stabilization of Soil. Construction once commenced on a building site must be completed within twelve (12) months from the date of commencement, and the entire of said site must be completely stabilized by grading and seeding of a lawn and/or by planting of beach grass or other types of planting for the stabilization of soil and sand so as to prevent and prohibit any sand-blow area within twelve (12) months from the date of commencement of construction.

6. Nuisances. No noxious or offensive trade or activity shall be carried on upon any lot or site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No commercial vehicle except unmarked passenger automobiles or a passenger automobile carrying a company insignia and/or company name shall be parked outside of any garage on any lot or site except when it is being used for delivery or service to a residence on such lot.

7. Fences or Hedges. No fences or hedges higher than four 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 set-back 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 or hedge higher than four (4) feet shall be constructed any closer than twenty-five (25) feet to any street line or a corner lot and provided, further, that fences as required by any ordinance or law now or hereafter in effect pertaining to the fencing of swimming pools shall be permitted except that no fence enclosing a swimming pool shall be constructed any closer than twenty-five 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 professional sign of not more than one square foot or one sign of not more than eight square feet in total area pertaining to a building under construction or pertaining to the sale or lease of the premise upon which it is placed, provided that such sign shall be removed within seven days after completion of the building or after the consummation of the sale or lease of premises.

9. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that this shall not be interpreted to prevent 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. 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 material shall be kept in a clean and sanitary condition.

11. Water Supply. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the State of Michigan or the County of Ottawa public health authorities.

12. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the State of Michigan or the County of Ottawa public health authorities. In the event of the installation of a municipal sanitary sewer system, all buildings on any lot shall be connected to said municipal sanitary sewer system within one (1) year after construction of such system.

PART D. 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 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, Inc., 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., (now turned over to North Holiday Hills and Lake Hills Assoc. LLC) and any ten or more record title owners of any lots shall have the power through a duly recorded written instrument to change the membership of the committee or to change, alter or amend the power 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 representatives 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 on 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 ten owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

3. Enforcement. Enforcement shall be by proceedings at law or in equity against any persons or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

4. Severability. Invalidation of any of these covenants by judgement or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Holiday Hills, Inc., has caused these presents to be signed in its name by its President and the Secretary and sealed with its corporate seal this _____ day of _____, 19_____, and the party of the second part has thereunto set her hand and seal this _____ day of _____, 19_____.