

Area #2, North Holiday Hills #2 (lots 54 - 97)

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIONS is made and entered into this day of September, 1978, by HOLIDAY HILLS, INC., a Michigan corporation of 1053 Jackson Street, Grand Haven, Michigan 49417, with reference to the following matters:

WHEREAS, Holiday Hills, Inc. is the owner of land situated in the Township of Spring Lake, County of Ottawa and State of Michigan, described as follows:

Lots 54 through 97, inclusive, of North Holiday Hills Subdivision No. 2, of part of the Southeast 1/4 of Section 6, Town 8 North, Range 16 West; and

WHEREAS, as a condition of approval of the platting of North Holiday Hills Subdivision No. 2 in- the Township of Spring Lake, Ottawa County, Michigan, by the Ottawa County Health Department and various other governmental agencies having jurisdiction over approvals of such plats, certain restrictive covenants are to be placed upon the lots in said plat described above; and

WHEREAS, the present owner of said lands desires for its protection and for the benefit and advantage of any future owners of any of the above described lands to uniformly regulate and restrict the use and occupancy thereof.

NOW, THEREFORE, Holiday Hills, Inc., a Michigan corporation, of Grand Haven, Michigan, is the owner of all of the lots in said North Holiday Hills Subdivision No. 2, Township of Spring Lake, Ottawa County, Michigan, does hereby declare for itself, its successors and assigns, that the lots, lands, and premises situated in North Holiday Hills Subdivision No. 2 of part of the Southeast 1/4 of Section 6, Town 8 North, Range 16 West, Ottawa County, Michigan, 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 in said North Holiday Hills Subdivision No. 2.

PART A - AREA OF APPLICATION

The restrictive covenants, conditions, and reservations set forth in Part B and Part C hereafter shall in their entirety apply to all of the lots in the recorded plat of North Holiday Hills Subdivision No. 2 in the Township of Spring Lake, County of Ottawa and State of Michigan.

PART B - RESTRICTIVE COVENANTS

1. Land Use and Building Type. No lots 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 (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 metal, 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 D -- 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, cinder or hadite blocks or similar manufactured blocks may be used in any building 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 Location and Size. No dwellings shall be erected or placed on any lot having a width of less than seventy-five (75) feet at the minimum building setback line and no dwellings shall be erected or placed on any lot having less than twelve thousand (12,000) square feet of lot area. No dwellings shall be erected on any lot with a square footage area of the main structure, exclusive of one (1) story open porches, carports, attached garages, and basements, of less than fifteen hundred (1,500) square feet of ground area in the case of a one (1) story structure, or less than two thousand (2,000) 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.

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, or shall any structure of a temporary character be utilized as a residence. No garage or outbuilding shall be erected or placed on any lot prior to the erection of the principal residential building and nothing herein shall permit the violation of the provisions of Part B, Paragraph One (1) hereof. 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 residence 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 a building site 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 **and/or by** planting of beach grass or other types of plantings for the **stabilization** of the 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 activities shall be carried on upon any lot or site nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood. No **commercial vehicle or truck except unmarked passenger automobiles or a**

Passenger automobile carrying a company insignia and/or company name, and except panel or pick-up trucks shall be parked outside of any garage on any lot or site except when it is being used for delivery or services to a residence on such lot or site.

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 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.

PART C - WATER SUPPLY AND SEWAGE DISPOSAL RESTRICTIONS

1. Water Supply. No individual water supply system shall be permitted on any lot except a well and distribution system for lawn watering purposes only and all dwellings on any lot shall be served with municipal water only.

2. Sewage Disposal. All dwellings situated upon any part of a lot shall be served by a sewage disposal system located and constructed in compliance with the regulations of the Ottawa County Health Department and with applicable Michigan Department of Public Health regulations. Permits for the installation of all sewage disposal systems shall be obtained from the Ottawa County Health Department before any construction and/or installation begins on any lot in the Plat of North Holiday Hills Subdivision No. 2.

(a) A minimum isolation distance of four (4) feet shall be maintained between the top of the highest known water table and the bottom of the stone bed area for any drain field with respect to the sewage disposal system situated on any of the lots in said Subdivision.

(b) No sewage disposal system shall be located on a slope, but

rather all systems together with enough area for a reserve system shall be located on level ground a minimum of twenty (20) feet from the edge of any slope to prevent leaching through the hillside. Further, on those lots where fill is necessary either under or over the sewage system, a twenty (20) foot perimeter of fill (berm) entirely around the system shall be required before any slope to grade.

(c) Prior to the issuance of any sewage disposal permit by the Ottawa County Health Department and prior to the construction of any sewage disposal system upon any lot in said Subdivision, the area designated for the sewage disposal system and its reserve area shall be staked and located and a transit provided to permit a representative of the Ottawa County Health Department to determine and verify that these restrictive covenants are being complied with prior to such permit issuance for the installation of the sewage disposal system as provided in this Part C. Further, the following information shall be submitted to the Ottawa County Health Department or its designated representative when application for a permit for the installation of a sewage disposal system is made:

(i) A detailed lot plan, including dimensions indicating the residential structure, bedrooms per structure, all paved areas and the areas in square feet designated for the sewage disposal system and reserve area of equal size;

(ii) Two (2) soil borings each in the area designated for the sewage disposal system and reserve area indicating existing elevations and the depth to the highest known water table in feet and elevation; and

(iii) If extensive cutting and/or filling is necessary for any lot, a cut and fill profile for the area designated for the sewage disposal system and reserve area shall be submitted along with an engineer's estimation of the isolation distance that is to be maintained between the highest known water table and the bottom of the stone bed area.

(d) The bottom of the stone in the drain field on Lots 59 to 62, inclusive, and Lots 95 and 96, of North Holiday Hills Subdivision No. 2, shall be placed at a minimum elevation of 611 (USGS datum) with final front yard elevation at 613.0. This minimum elevation requires that the bottom of the stone in the drain field on said lots, shall be placed on approximately one (1) foot in depth of clean permeable sand fill placed on existing grade after the topsoil has been removed. This will result in a final grade in the drain field area being approximately three (3) feet higher than existing grade.

(e) The bottom of the stone in the drain field on Lots 70 to 73, inclusive and Lots 85 and 86 of North Holiday Hills Subdivision No. 2 shall be placed at a minimum elevation of 612 (USGS datum) with final front yard elevation at 614.0. This minimum elevation requires that the bottom of the stone in the drain field on said lots shall be placed on grade after the topsoil has been removed. This will result in a final grade in the drain field area being approximately two (2) feet higher than existing **grade**.

(f) No footing drain system for any dwelling on any lot in the Subdivision shall be connected to the sewage disposal system approved by the Ottawa County Health Department.

(g) In the event laundry facilities are installed in the basement of any residential structure on a lot in the plat, a sump pump and pit separated from the footing drain system of such dwelling shall be installed to pump the waste from such laundry facilities to the sewage disposal system.

h) All storm drains within the Subdivision may be of closed joint

construction, or if open joint, all sewage disposal systems shall be kept a minimum of one hundred (100) feet from this drain and a minimum of fifteen (15) feet from any dwelling footing drain, and such drains shall be shown on the plan of each lot to be submitted to the Ottawa County Health Department as aforesaid.

(i) All sewage disposal systems shall be gravity flow from the residential structure. Further, the bottom of the stone in any sewage disposal system shall be installed no deeper than two (2) feet below existing grade, except where other restrictions require fill.

(j) A reserve area located on each lot upon which a residence is constructed shall be established which meets the same specifications and requirements of the original sewage system to be utilized as necessary in the event of failure of the original sewage system.

(k) No hard surface or paving shall cover the original or reserve sewage system area.

(l) At such time, from and after the recording of the Plat of North Holiday Hills Subdivision No. 2 that a municipal sanitary sewer system is installed to service the dwellings situated on the lots in the Subdivision, all dwelling houses on any such lot shall be connected to the municipal sanitary sewer system within ninety (90) days of the municipal sanitary sewer system becoming available to service any such dwellings. Further, any purchaser of a lot from the owner, whether purchasing on land contract, sales agreement, or by deed, agrees by accepting such conveyance or agreement, that upon request they will execute a petition circulated for the purpose of creating a special assessment district for the financing of a municipal sanitary sewage disposal system in the Plat of North Holiday Hills Subdivision No. 2.

3. Perpetual Application. These restrictive covenants as specified in Part C hereof shall not be amendable or revisable and shall be in effect with respect to the lots in North Holiday Hills Subdivision No. 2 until such time that all residential structures situated on any lot in said Subdivision are connected to both municipal water and sanitary sewer facilities.

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 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, 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. 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 of 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 C as hereinabove provided shall remain in full force and effect as provided in said Part C.

3. Enforcement. Enforcement 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 judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their duly authorized representatives on the day and year first above written.

Signed, Sealed, and Delivered
in the Presence of:

HOLIDAY HILLS, INC.
A Michigan corporation