

LIBER 2912 PG 349

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Excel Engineering  
5452 Clyde Park SW  
GR 49589-9724

RECORDED  
2000 OCT 16 PM 4:44

*Ray Scholtz*  
REGISTER OF DEEDS  
OTTAWA COUNTY, MI

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS, is made on the 4 day of Oct. 2000, by B & G DEVELOPMENT COMPANY OF WEST MICHIGAN, INC., a Michigan corporation of 0-3398 Lake Michigan Drive NW, Grand Rapids, Michigan 49504, hereinafter referred to as "Declarant,"

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in Sections 26 and 27 of Georgetown Township, T6N, R13W, Ottawa County, Michigan, which is legally described as follows:

Lots 61 through 107, inclusive, Georgetown Shores, Sections 26 and 27, Town 6 North, Range 13 West, Georgetown Township, Ottawa County, Michigan, according to the plat recorded on September 22, 2000, in Liber 40 of Plats, on Pages 19-24.

NOW, THEREFORE, Declarant hereby declares that all of the properties owned by it described above ("Properties") shall be held, sold and conveyed subject to the following permanent easements, restrictions and covenants, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the Properties or any part thereof, their successors and assigns, and shall inure to the benefit of each owner thereof.

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RECEIPT #193846

977.60 RESTRICTIONS  
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ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to the East Georgetown Shores Lake Association, a non-profit corporation organized under the provisions of Act 327 of Public Acts of 1931, as amended, as well as its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner or land contract purchaser, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Properties (or which may become part of the Properties as provided in Article VII, Section 3), but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to the real property owned by Declarant described above, and such additions thereto as may hereafter be brought within the jurisdiction of the Association. The word "Properties" shall also include all lands added by the Declarant pursuant to Article VII, Section 3 hereof.

Section 4. "Common Area" shall mean all easements and real property (if any) owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties or any lot or parcel of land within the Properties, with the exception of the Common Area.

Section 6. "Board of Directors" shall mean the Board of Directors of the East Georgetown Shores Lake Association.

Section 7. "Declarant" shall mean and refer to B & G Development Company of West Michigan, Inc., or the successors and assigns it designates in a written document filed with the Ottawa County Register of Deeds records.

Section 8. "Lake" shall mean and refer to East Georgetown Shores Lake (or such other name as the Declarant or the applicable governmental unit shall designate for such body of water) located in Section 27 of Georgetown Township.

Section 9. "Declaration" shall mean this Declaration of Restrictions and as it may be amended from time to time.

Section 10. "Pond" shall mean and refer to Lakeside Pond located in Section 26 of Georgetown Township.

## ARTICLE II COMMON AREA

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in the Common Area (if any) which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use the Common Area by an owner for any period during which any assessment against his or her lot remains unpaid and for a period not to exceed ninety (90) days for any infraction of the Association's published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by the Owners of at least three-quarters (3/4) of the lots agreeing to such dedication or transfer has been recorded, except that said three-quarters (3/4) consent shall not be required to transfer any waterwell site and isolation area created hereafter or any easement for public utilities to any governmental agency designated by Georgetown Township. No transfer or dedication of Common Area under this section shall occur before January 1, 2015 without the prior written consent of Declarant.

(d) The right of the Association to adopt reasonable rules and regulations governing the use and condition of the Common Area.

(e) Part of the Common Area may be located on the lake, and if so, it may be utilized for lake access for those lots within the Properties not located on the lake as well as lots with lake frontage.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Association's by-laws or published rules and regulations, his or her right of enjoyment to the Common Areas and facilities to the members of his or her family, his or her tenants, or contract purchasers, but only if such person(s) reside on the lot involved.

Section 3. Additional Common Area. The Association shall accept, take over and be responsible for such lands, easements and property interests as are purchased by the Association or as are transferred to the Association (if any) by the Declarant (or Declarant's successors) and such lands, easements and property interests shall be considered to be part of the Common Area.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot.

ARTICLE IV  
COVENANT FOR MAINTENANCE AND IMPROVEMENT ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any lot by acceptance of the deed or executing a land contract as purchaser therefor, whether or not it shall be so expressed in such document, is deemed to covenant and agree to pay to the Association:

- (a) Annual assessments or charges, and
- (b) Special assessments for capital improvements, with such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common

Area, and of the homes and/or buildings situated upon the Properties, and maintenance of the water quality of the lake and pond.

Section 3. Maximum Annual Assessment. Until January 1, 2002, the maximum annual assessment shall be Seventy-Five Dollars (\$75.00) per lot.

(a) From and after January 1, 2002, the maximum annual assessment may be increased by the Association's Board of Directors each year thereafter by not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 2002, the maximum annual assessment may be increased above 5% only by a vote of the Owners of at least two-thirds (2/3) of the lots voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost for improving the quality of the lake or pond or of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the consent of the Owners of at least two-thirds (2/3) of the lots voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking action authorized under Sections 3 or 4, above, shall be sent to all members of the Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be two-thirds (2/3) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly or yearly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the initial conveyance of the lot to someone other than Declarant or Declarant's successor developer. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a

reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of seven percent (7%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his or her lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The Common Area shall not be subject to any annual or special assessment. No lot or land owned by the Declarant or Declarant's successor developer shall be subject to any annual or special assessment.

## ARTICLE V ARCHITECTURAL CONTROL

No building, dwelling, fence, television or radio antenna, satellite dish, swing set, mail box, above ground electrical or utility service, doghouse, dog run, wall, swimming pool, deck, boat



landing or ramp, shore station, dock, raft or other structure shall be commenced erected, utilized or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, roof pitch (if a roof is involved), materials, and location of the same shall have been submitted to and approved in writing as to safety and harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. The Architectural Control Committee can require certain exterior building materials at its option in a particular case, including, but not limited to, brick, cedar or other building materials over a portion of all or part of a structure. Furthermore, the Architectural Control Committee can require that a landscaping plan, elevation plan and drainage plan be submitted and approved for a given property by the Architectural Control Committee. Initially, the Declarant, together with not more than two (2) individuals appointed by Declarant, shall serve as the Architectural Control Committee. The members of the committee appointed by Declarant shall serve at the pleasure of Declarant and may be removed by Declarant without prior knowledge and with or without cause. Declarant (together with up to two additional individuals as are appointed by Declarant) shall serve as the Architectural Control Committee until such time as the Declarant or Declarant's successor shall file a writing with the Ottawa County Register of Deeds records delegating the architectural control review functions listed hereunder to the Association. Thereafter, the Board of Directors of the Association, or an architectural committee composed of three or more representatives appointed by the Association's Board of Directors, shall constitute the Architectural Control Committee.

In the event the Architectural Control Committee fails to approve or disapprove such design and location within sixty (60) days after complete plans and specifications have been submitted to it, approval will not be required and this Article V will be deemed to have been fully complied with.

The Architectural Control Committee may, upon a showing of practical difficulties, grant variances from the terms and conditions herein, but only to the extent and in such manner as not to violate the spirit and intent of the restrictions and regulations in this Declaration.

#### ARTICLE VI GENERAL REGULATIONS

Section 1. All soil to be removed from building sites, either in grading or excavating, shall, if desired by it, become the property of the Declarant and when removed shall be dumped by any person so removing said soil and at the person's expense at such place or places upon the Properties as Declarant shall designate.

Section 2. Easements for installation and maintenance of utilities and drainage facilities (and other matters) are reserved as shown on the recorded plats or subdivisions, and as otherwise provided elsewhere in this document.

Section 3. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to the neighborhood. In the event an owner of any lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a reasonable manner satisfactory to the Board of Directors, the Association, after approval by a two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said lot and to

repair, maintain, and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject. This paragraph shall not apply to any lot or land owned by the Declarant.

Section 4. Construction once commenced shall be completed ready for occupancy or use for the purpose for which constructed within 15 months after the date of the commencement of construction.

Section 5. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. This section shall not apply to sand, gravel or mineral extraction operations by Declarant or Declarant's successors.

Section 6. All driveways, driveway approaches, and off-street parking areas shall be surfaced with an asphalt, bituminous, or portland cement binder pavement.

Section 7. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment and items for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No planting requiring fertilization shall be located within ten (10) feet of water's edge to prevent fertilizer and other nutrients from entering the lake.

Section 8. No trailer or similar item shall be placed on any lot, nor shall any trailers, boats, snowmobiles, motor homes, or similar items be stored on any lot except within a completely enclosed building. No boats, snowmobiles, trailers, motor homes or similar vehicles

shall be parked or stored in the street or be parked or stored between the street and the front setback line.

Section 9. No boat or watercraft (except a sailboat operating under wind power only) shall be operated at a speed greater than 35 mph on the lake. Personal watercraft (as defined by Michigan law) are prohibited. No boat or watercraft shall utilize any portion of East Georgetown Shores Lake which has been roped or marked off by the Declarant for safety reasons due to ongoing mining operations. East Georgetown Shores Lake shall not be used for swimming or boating prior to May 1, 2000. Only watercraft or boats owned by an Owner (and also titled in the name of the Owner) may be utilized on the lake.

Section 10. No ice shanties or huts exceeding six (6) feet in height or with a floor dimension of over twenty (20) square feet in area shall be placed or utilized on the ice of East Georgetown Shores Lake. All such items shall not be placed on the ice before January 1 and shall be removed by March 15.

Section 11. No boat ramp, boat launch or similar structure or item shall be built, utilized, installed or kept on East Georgetown Shores Lake or the shoreline thereof unless operated by the Association or unless approved in writing beforehand by the Board of Directors of the Association. This section shall not apply to the Declarant or to Common Areas (or any boat ramp or launch) transferred by Developer to the Association.

Section 12. Except for development and sand, gravel and mineral extraction operations by the Declarant or its successor developer, no lot or any portion of the Properties shall ever be utilized for any commercial, industrial or business purpose or use.

Section 13. All lots shall be used only for single-family residential purposes. No more than one single-family residence shall be built or maintained on each lot.

Section 14. No mobile homes, metal buildings, trailers, previously used buildings or used exterior building materials shall ever be utilized, placed or maintained on any lot.

Section 15. Each house shall have an attached garage. Each attached garage shall have a minimum capacity for two (2) cars and a maximum capacity of three (3) cars. In addition to the attached garage, each lot may have one (1) additional accessory building or shed so long as that accessory building or shed meets all of the following requirements:

(a) The building or item shall not be built or placed on the lot until and unless approved by the Architectural Control Committee.

(b) The structure shall have the same exterior materials as the house on the lot. No accessory structure shall be built or maintained on a lot without a house.

Section 16. Each one-story residential dwelling shall have a minimum of 1550 square feet of finished floor space. Each 1-1/2 story dwelling shall have a minimum of 1400 square feet of finished floor space on the first floor (i.e., the nonbasement floor) and shall have at least 1800 square feet of finished floor space located above grade. Each tri-level dwelling shall have a minimum of 1400 square feet of horizontal expanse as viewed from above and shall have at least 1800 square feet of finished living area in total. Each 2 story dwelling shall have a minimum of 2000 square feet of finished floor space. All of the above-mentioned minimum area requirements shall be exclusive of porches, garages, breezeways, decks, accessory buildings and basements.

Section 17. No structure or building shall be located closer than forty (40) feet from the street right-of-way. No structure or building shall be located within ten (10) feet of any side lot

line. No structure (except docks, rafts, steps and retaining walls) or dwelling shall be located within forty (40) feet of the normal high water level of the lake.

Section 18. No house shall exceed a height of 2-1/2 stories or 37 feet, whichever is greater.

Section 19. No fence shall be installed without prior approval of the Architectural Control Committee. No fence shall exceed a height of six (6) feet above the ground, nor shall any fence be located closer to the lake than the house on that lot.

Section 20. Once a new house has been completed, grass shall be planted and established within three (3) months of when the house has been completed, or by the next July 1 if the house is completed later than October 1 of the preceding fall.

Section 21. Declarant shall be permitted to have six (6) signs with a dimension on each sign of up to 6' x 8' for each new plat. A home builder may maintain one (1) sign on a lot which does not exceed a dimension of 8' x 3' while the house is being built on that lot. Each lot may have one (1) sign up to 2' x 3' in size advertising the lot for sale. All other signs shall not exceed a dimension of 12' x 12' and shall be limited to one (1) sign per lot.

Section 22. No more than two (2) pets shall be allowed or kept per lot. For purposes of this paragraph, a pet shall be defined as a cat or dog. No pet shall be allowed to run loose or to unreasonably disturb neighbors. Vicious or dangerous pets are not permitted. No farm or exotic animals (including, but not limited to, pigs, goats, horses, sheep and snakes) shall be permitted or kept on any lot.

Section 23. No platted lot shall be further split or subdivided unless approved beforehand in writing by Declarant or the Association once the Association becomes responsible for the Architectural Control Committee functions.

Section 24. Each lot shall have no more than one (1) dock and one (1) raft. No dock shall exceed 30 feet in length from the shoreline. No floating raft shall have a surface area in excess of 64 square feet or be located more than 40 feet off shore. All docks shall be seasonal only and shall be removed from the water during the time period from October 1 through May 1 of the next year. No "bubblers" or other mechanical devices shall be utilized to prevent the water from freezing on the lake.

Section 25. No satellite dishes exceeding two (2) feet in diameter shall be permitted outdoors on any lot.

Section 26. No weed treatment shall occur on the lake or pond without the prior written consent of the Board of Directors for the Association. No harmful chemical, fill or foreign substance shall be placed into the lake or pond except water without the prior written consent of the Board of Directors of the Association. No fish or aquatic plant shall be put in the lake or pond without the prior written consent of the Board of Directors of the Association.

Section 27. No Owner shall grade his or her lot or alter the elevation of a lot in such a fashion as to interfere with the natural drainage. Every Owner shall comply with Article IX, Section 4 hereof and nothing shall be done on any Lot which would interfere with the block grading plan and drainage requirements specified therein. Furthermore, Declarant shall have no responsibility or liability with regards to the alteration of drainage or elevation by any Owner (or Owner's agent) on his or her lot or any aspect or consequences thereof.

ARTICLE VII  
RIGHTS OF THE DECLARANT AND ITS SUCCESSORS

Section 1.     Artificial Lake. East Georgetown Shores Lake is an artificial lake and the pond is also not natural, which bodies of water were created by the Declarant via gravel, sand and mineral extractions. Declarant makes no representations regarding any aspect of the lake or pond, including, but not limited to, the pond and lake's bottomlands, water quality or suitability for swimming, boating, fishing, recreational uses or other riparian activities. All Owners take the lake and pond "as is" and use it/them at their own risk. Maintenance of the lake and pond and the shorelines and bottomlands thereof shall be the Owners and/or Association's responsibility and Declarant shall have no responsibility or obligation for such maintenance.

Section 2.     The Lake Bottomlands. It is Declarant's intent that title to the portion of the bottomlands adjacent to a particular lot (from the lot to the center of the lake) will pass with title to the lot as provided by Michigan law.

Section 3.     Additions to the Properties: Easement. The Declarant or its successor(s) shall have the right for a period of thirty (30) years from the date of this Declaration to add additional lands to the Properties by recording a document with the Ottawa County Register of Deeds office stating that particular lands owned or acquired by the Declarant (or its successor) in Sections 26, 27 and/or 34 of Georgetown Township will become part of the Properties by a stated effective date. Any such lands added to the Properties shall become part of the Properties and shall be fully bound and benefited by this Declaration of Restrictions (except to the extent otherwise specified by the Declarant in a writing recorded with the Ottawa County Register of Deeds records) and the owners of lots within those new lands shall have the right to use the



Common Area (if any) to the same extent as any other Owner. All owners acknowledge and agree that the Common Area and certain other properties which may be added to the Common Area or Properties by Declarant (or its successors) can and will be utilized for lake access by the purchasers of lots or parcels from the properties not on the lake. The Declarant and its successor(s) shall also have the right for a period of thirty (30) years from the date of this Declaration to grant an easement or easements over the waters of the lake and/or pond to the Ottawa County Drain Commissioner, the Georgetown Shores Drain District or any other governmental authority for drainage and related purposes.

Section 4. Continued Mineral Sand and Gravel Extraction. All Owners acknowledge and agree that the Declarant and its successors shall have the right to continue to remove and process gravel, sand and other minerals from East Georgetown Shores Lake and in various other places in Sections 26, 27 and 34 of Georgetown Township, Ottawa County, Michigan, as the development of West Georgetown Shores Lake, the proposed East Georgetown Shores Lake and related development and other areas proceed. As long as such operations occur in accordance with applicable laws, they shall not be deemed nuisances and the Owners hereby consent to such operations.

## ARTICLE VIII

### GENERAL PROVISIONS

Section 1. Common Area. The Association shall accept as "Common Area" and as the property of the Association any and all lands, easements and property interests which are conveyed to it by the Declarant (if any). The Association, in consideration for such conveyances (if any), shall pay all taxes and assessments levied by any governmental authority against said

lands and properties. Declarant has not promised or in any way indicated that there will be any Common Area, and Declarant is not obligated to provide any Common Area.

Section 2. Private Nature of Lake. East Georgetown Shores Lake is designed as a "Private Lake." The general public is specifically excluded from the use of the lake and the Common Area for any purposes whatsoever, and the use of said Common Area is specifically limited to the owners of lots as described above and to the owners of such lands as the Declarant may add to the Properties as provided in Article VII, Section 3 hereof. The rights to usage and control of East Georgetown Shores Lake remains with the Declarant and the Association. Usage control includes all watercraft, all motors and the use and improvement of the Common Area. If the County of Ottawa or state of Michigan so delegate, the Association may regulate and control the lake level. Otherwise, the lake level will be as controlled by the County of Ottawa under Act 146 of 1961, as amended. The Association, providing it receives the approval of the County of Ottawa or state of Michigan, may alter or adjust the lake level to facilitate improvements and maintenance between Labor Day and May 1st. The pond is for the use only of the lots having frontage on the pond. The Association shall have an easement for access to the pond for algae control and similar purposes, which easement is legally described as follows:

The Easterly 10.00 feet of Lot 52, Georgetown Shores, Section 26, T6N, R13W, Georgetown Township, Ottawa County, Michigan, according to the recorded plat thereof.

The granting of the above easement to the Association for access to the pond shall not obligate the Association to treat algae or otherwise maintain the pond and such actions remain within the discretion of the Association.

Section 9. Enforcement. The Declarant, the Association, or any Owner, shall each have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Enforcement includes foreclosure of liens in same manner as provided by law for foreclosure of real estate mortgages containing a power of sale. If the Association or the Declarant pursues court action against an Owner for violating any provision of this Declaration or to collect an assessment lien and the Association or the Declarant prevails in court, in whole or in part, the Owner shall pay and reimburse the Association or the Declarant for the reasonable attorneys' fees and costs incurred by the Association or the Declarant in pursuing such court action. In no event, however, shall the Declarant be required to reimburse any Owner or the Association for attorney fees.

In addition to the above, the Board of Directors of the Association shall have the right and power to fine any Owner (other than Declarant) who violates any provision of this Declaration or any of the published rules and regulations of the Association, regardless of whether it is the Owner himself or herself, the Owner's guests or the property of the Owner that is in violation. No fine for a violation shall exceed the sum of Two Hundred Dollars (\$200.00) (as measured in 1999 U.S. dollars, based on the Federal Consumer Price Index). Each new violation shall be

considered a separate offense. If a violation is of a continuing nature and it continues unabated, it will be considered a new violation (subject to a new fine) every ten (10) days. Fines shall be added to the assessment for the lot involved and shall constitute a lien on the lot until paid as provided in Article IV hereof. Prior to any fine being imposed on an Owner, the Owner shall be sent a notice by first class mail or by hand delivery to the Owner specifying the violation and the fine, and indicating that the Owner has fifteen (15) days to file a written appeal to the Association's Board of Directors. If the Owner does not pay the fine or file a written appeal within said fifteen (15) day time period, the Owner shall be deemed to admit the violation and shall be responsible for the fine. If the Owner files a timely appeal, the Owner shall have a reasonable opportunity to be heard by the Board of Directors regarding the alleged violation and the proposed fine. The Owner shall be given at least five (5) days prior written notice of the Board of Directors' meeting when the appeal will be heard. The Board of Directors' decision shall be final. This paragraph shall not apply to the Declarant or to any lot or land owned by the Declarant, nor shall the Declarant be subject to any such fine.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Amendment. The covenants and restrictions of this Declaration of Restrictions are permanent and perpetual and shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless otherwise amended. This Declaration may be amended during the first twenty-five (25) year period by an instrument

signed by not less than the Owners of ninety percent (90%) of the lots if the Declarant also approves each such amendment in writing. Thereafter, this Declaration may be amended by an instrument signed by not less than the Owners of seventy percent (70%) of the lots. If the Declaration is properly amended as specified above, such amendment shall bind all lots and lands within the Properties, including lots and lands owned by owners who did not consent to such amendment. All amendments shall be reasonable and shall not act so as to unreasonably deprive any owner of a property right normally enjoyed by other owners. An amendment is not effective until and unless it has been recorded with the Ottawa County Register of Deeds office. Notwithstanding the above, the Declarant shall also have the right at its sole discretion to unilaterally amend this Declaration at any time for a term of ten (10) years from the date of this Declaration by recording a written amendment with the Declarant's signature (i.e., that of its duly authorized agent or signatory) with the Ottawa County Register of Deeds records. Also notwithstanding the above, the Declarant shall also have the right at its sole discretion to amend this Declaration at any time to exercise its rights under Article VII, Section 3 by recording a written amendment with the Declarant's signature (i.e. that of its duly authorized agent or signatory) with the Ottawa County Register of Deeds Records.

Section 6. Annexation. In addition to the Declarant's right to add Common Area and additional land to the Properties, additional residential property and Common Area may be annexed to the Properties by the Association with the written consent of both the Declarant and the owners of at least two-thirds (2/3) of the lots. After January 1, 2015, annexation can occur with the written consent of the Owners of at least two-thirds (2/3) of the lots.

Section 7. These Restrictions Run With the Land. The deed restrictions, covenants and easements contained in this Declaration of Restrictions shall run with the land. These restrictions shall both burden and benefit the Properties (as well as all lots carved therefrom) as well as the Owners thereof.

Section 8. Authorization. This Declaration of Restrictions (as well as the deed restrictions, easements, and covenants contained herein) are authorized pursuant to Article VII, Section 3 of the earlier document entitled "Declaration of Restrictions" recorded with the Ottawa County Register of Deeds Records beginning at Liber 2777, Page 689 and shall supplement said document. The lots legally described on page 1 hereof shall become a part of the Properties.

#### ARTICLE IX

#### MISCELLANEOUS EASEMENTS, DRAINAGE EASEMENTS AND RESTRICTIONS

Section 1. Landscaping Easements. Permanent landscaping easements to benefit the Association and the Declarant (and their respective successors) are hereby expressly reserved and created under, over and across the areas legally described as follows:

The South 25.0 feet of Lots 1 through 8, inclusive, and the South 25.0 feet of Lot 60, Georgetown Shores, part of the SW 1/4, Section 26, and part of the SE 1/4, Section 27, T6N, R13W, Georgetown Township, Ottawa County, Michigan.

[and]

That part of Lots 83, 84, 85, 88, 89, 90, 91, 94, 95, 96 and 101, Georgetown Shores No. 2, described as: The Southerly and Easterly 35 feet of Georgetown Shores No. 2, part of the SW 1/4, Section 26, T6N, R13W, Georgetown Township, Ottawa County, Michigan.

Pursuant to these landscaping easements, the Association and the Declarant (and their respective successors) shall have the right to install, repair, replace and maintain landscaping items, including, but not limited to, sod, trees, bushes, foliage, lights, sprinklers (and

appurtenances), retaining walls and other miscellaneous landscaping structures, and the owner(s) of the underlying property shall not do anything to interfere with such easement rights of the Association and the Declarant.

Section 2. Sign Easements. Permanent sign easements to benefit the Association and the Declarant (and their respective successors) are hereby expressly reserved and created over the areas legally described as follows:

That part of Lot 1, Georgetown Shores, part of the SE 1/4, Section 27, T6N, R13W, Georgetown Township, Ottawa County, Michigan, described as: BEGINNING at the SE corner of Lot 1, Georgetown Shores; thence N89°46'43"W 25.00 feet along the North line of Van Buren Street; thence N45°01'09"E 35.23 feet; thence S00°10'69"E 25.00 feet along the Westerly line of 16th Avenue to the place of beginning.

[and]

That part of Lot 60, Georgetown Shores, part of the SW 1/4, Section 26, T6N, R13W, Georgetown Township, Ottawa County, Michigan, described as: BEGINNING at the SW corner of Lot 60, Georgetown Shores; thence N00°10'59"E 25.00 feet along the Easterly line of 16th Avenue; thence S45°10'69"E 35.36 feet; thence S89°49'01"W 25.00 feet along the North line of Van Buren Street to the place of beginning.

[and]

That part of Lot 101, Georgetown Shores No. 2, part of the SW 1/4, Section 26, T6N, R13W, Georgetown Township, Ottawa County, Michigan, described as: BEGINNING at the NE corner of Lot 101, Georgetown Shores No. 2; thence S00°15'44"E 25.00 feet along the West line of 14th Avenue; thence N45°11'54"W 35.39 feet; thence N89°51'66"E 25.00 feet along the South line of Ponstein Drive to the place of beginning.

[and]

That part of Lot 102, Georgetown Shores No. 2, part of the SW 1/4, Section 26, T6N, R13W, Georgetown Township, Ottawa County, Michigan, described as: BEGINNING at the SE corner of Lot 102, Georgetown Shores No. 2; thence S89°51'56"W 25.00 feet along the North line of Ponstein Drive; thence N44°48'06"E 35.32 feet; thence S00°15'44"E 25.00 feet along the West line of 14th Street to the place of beginning.

Pursuant to such sign easements, the Association and the Declarant shall have the right to install, repair, utilize, replace, and maintain one or more signs on each easement, including, but not limited to, identification signs, directional signs, informational signs, lighting, sign appurtenances, promotional signs, billboards, and other signs. The owner(s) of the underlying properties shall not do anything to interfere with such easement rights of the Association and the Declarant.

Section 3. Utility Easements. Permanent utility easements to benefit the Association and the Declarant (and their respective successors and assigns) are hereby reserved and created over, across, and through the areas legally described as follows:

The Westerly 5.0 feet of Lot 4 and the Easterly 5.0 feet of Lot 5, Georgetown Shores, part of the SE 1/4, Section 27, T6N, R13W, Georgetown Township, Ottawa County, Michigan.

[and]

The Easterly 5.0 feet of Lot 89 and the Westerly 5.0 feet of Lot 90, Georgetown Shores No. 2, part of the SW 1/4, Section 26, T6N, R13W Georgetown Township, Ottawa County, Michigan.

[and]

The Easterly 5.0 feet of Lot 63 and the Westerly 5.0 feet of Lot 64, Georgetown Shores No. 2, part of the SW 1/4, Section 26, T6N, R13W, Georgetown Township, Ottawa County, Michigan.

Pursuant to such utility easements, the Association and the Declarant (as well as their designees) shall have the right to install, repair, replace and maintain utility leads, lines, drains, pipes, and similar appurtenances within such easements, including, but not limited to, lines, drains, pipes, and appurtenances relating to drainage, water, sewer, telecommunications, electric, gas, and similar services or items.



Section 4. Drainage Easements and Requirements. The following drainage requirements and easements shall apply to the Properties:

(a) In accordance with Section 280.433 of the Michigan Drain Code (Act 40 of the Public Acts 1956, as amended), a special assessment drainage district has been created to provide for the maintenance of the Georgetown Shores County Drain. The Drain District consists of all lots within the plat. At some time in the future, the lots within the Drainage District will be subject to a special assessment for the improvement or maintenance of the Georgetown Shores County Drain, the route of which is shown on Exhibit A attached hereto.

(b) Private easements for drainage and drainage and stormwater detention have been dedicated to the Georgetown Shores County Drain, with said easements being shown on the final plat.

(c) Most of the lots in the subdivision are subject to the aforesaid private easements for drainage and/or storm water detention. No development, grading which will alter contours or construction is permitted within these private easements for drainage. This prohibition includes swimming pools, sheds, buildings, garages, patios, decks or any other permanent structure or landscaping feature that may interfere with the drainage system or pond. Each lot owner will be responsible for maintaining the surface drainage system across his/her property.

(d) It shall be the responsibility of the lot owners and/or their association to maintain the drainage system and lakes or ponds in a good, clean and serviceable condition including, but not limited to responsibility for fish and wildlife management, boating, swimming or other recreational uses, if any, algae or other vegetative controls and irrigation management.

The lot owners and/or their association shall also be responsible for any and all claims, damages, demands, expenses, liabilities and losses of any character or nature whatsoever rising out of or resulting from the keeping and maintaining of the Georgetown Shores drainage facilities.

(e) The direction of flow for the surface drainage for all lots is shown on the block grading plan, which is Exhibit B as attached hereto. It is the lot owner's responsibility to ensure that the final grading of the lot involved is in accordance with the block grading plan. The block grading plan is a very general plan for the direction of surface stormwater to flow from one lot across the surface of the next to be collected by the rear yard catchbasins provided. Specifically, for those lots along Southlake Court, Lakeside Court, Northlake Court and the Easterly end of Ponstein Drive, no easements for surface drainage have been placed through the middle of the rear yards. During the building construction and/or the final grading and landscaping of a lot (or at a later date when an out building, pool or deck is added), the direction of the surface water flow must still be directed and continue in the same general direction as shown on the block grading plan. The lot owner shall ensure that the installation of fences, plantings, trees and shrubs do not interfere with the surface drainage from one lot onto the next lot.

(f) To eliminate the potential of structural damage due to flooding from Lakeside Pond, the lot owners shall keep the lowest door or window sill and/or basement floor above the minimum opening elevations listed below. The elevations listed below are shown on the block grading plan, attached hereto as Exhibit B, and are based on N.G.V. Datum and bench marks are located within the plat. For information on the location of current "bench mark" elevations, call Exxel Engineering, Inc. at (616) 581-3660.

(g) Minimum building opening and/or basement floor elevations for the following lots are:

<u>LOT NUMBER</u>	<u>MINIMUM BASEMENT FLOOR ELEVATION</u>	<u>MINIMUM OPENING ELEVATION</u>
61-79	612.5	614.0
80-82	612.5	618.0
83-84	612.5	619.5
85-88	612.5	619.0
89, 90	612.5	623.0
91-94	612.5	620.0
95, 96	612.5	620.5
97-101	612.5	618.0
102, 103	612.5	620.0
104	612.5	619.0
105, 106	612.5	618.5
107	612.5	619.0

(h) For Lots 61 through 79, inclusive, a Soil Erosion and Sedimentation Permit, as required by Public Act 347 of 1972, shall be obtained by the lot owners involved. For all other lots, each individual lot owner will be responsible for the erosion control measures necessary on each lot to keep loose soil from their construction activities out of the street or off adjacent lots. If any sedimentation occurs in the street, catchbasins, or adjacent lots which is a direct result of construction for a particular site, it is the responsibility of that lot owner to have it cleaned up properly and promptly.

(i) Each lot owner waives his/her claim against The Georgetown Shores Drain District, Ottawa County Drain Commissioner, his employees and agents, Georgetown Township, the Engineer, and the Developer/Declarant (and the Developer's agents, employees, and successors) for and from any and all claims, damage and obligation arising from the design, existence or operation of the drainage system.

(i) Restrictions pursuant to the requirements of the Ottawa County Drain Commission are to be perpetual and shall run with the land. The foregoing restrictions contained in this Section 4 may not be amended or modified without the prior written approval of the Ottawa County Drain Commissioner (which must be properly recorded with the Ottawa County Register of Deeds), except that building opening elevations may be amended or modified and need only prior written approval of the Ottawa County Drain Commissioner. Under no circumstances shall any building opening elevation be lower than 614.0 (N.G.V. Datum) or basement floor be lower than 612.5 (N.G.V. Datum).

WITNESSES:

B & G DEVELOPMENT COMPANY OF  
WEST MICHIGAN, INC., a Michigan  
corporation

By

*George E. Kloote, Jr.*  
George E. Kloote, Jr.  
Its President

*Barbara Brown*  
STATE OF MICH  
COUNTY OF OTTAWA ) ss.

The foregoing instrument was acknowledged before me this 4 day of OCTOBER 2000, by George E. Kloote, Jr., as President, on behalf of B & G Development Company of West Michigan, Inc., a Michigan corporation.

*Curtis Stoeck*  
Notary Public, \_\_\_\_\_

My commission expires Mar. 18, 2004  
BEING IN OTTAWA COUNTY

LIBER 2912 PG 377

WITNESSES:

LAND ASSOCIATES LIMITED  
PARTNERSHIP, a Michigan limited  
partnership

[Signature]  
Garrett Benson  
[Signature]  
Mike Prelewitz

By

[Signature]  
Robert G. Land  
General Partner

STATE OF Michigan )  
 ) ss.  
COUNTY OF Ottawa )

The foregoing instrument was acknowledged before me this 4th day of October, 2000, by Robert G. Land, General Partner, on behalf of Land Associates Limited Partnership, a Michigan limited partnership.

[Signature]  
CURTIS STOEL  
Notary Public, Kent County, MI  
My commission expires Nov. 18, 2004  
ACTING IN OTTAWA COUNTY  
\* \* \*

WITNESSES:

HARVEY R. PONSTEIN RESTATED  
TRUST u/a/d February 8, 1994


[Signature]  
Garrett Benson  
[Signature]  
Mike Prelewitz

By

[Signature]  
Harvey R. Ponstein  
Trustee


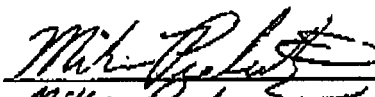
STATE OF Mich )  
 ) ss.  
COUNTY OF Ottawa )

The foregoing instrument was acknowledged before me this 4 day of October, 2000, by Harvey R. Ponstein, Trustee, on behalf of the Harvey R. Ponstein Trust u/a/d February 8, 1994.

  
Notary Public, CURTIS STOEL  
My commission expires: Notary Public, Kent County, MI  
My Commission Expires Mar. 18, 2004  
ACTING IN OTTAWA COUNTY  
\* \* \*

WITNESSES:

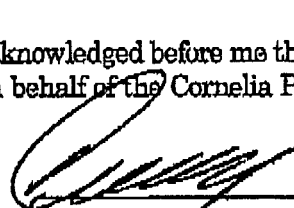
CORNELIA PONSTEIN TRUST u/a/d/  
February 8, 1994

  
Garret Basma  
  
Mike Prelewitz

By Cornelia Ponstein  
Cornelia Ponstein  
Trustee

STATE OF Mich )  
 ) ss.  
COUNTY OF Ottawa )

The foregoing instrument was acknowledged before me this 4 day of October, 2000, by Cornelia Ponstein, Trustee, on behalf of the Cornelia Ponstein Trust u/a/d February 8, 1994.

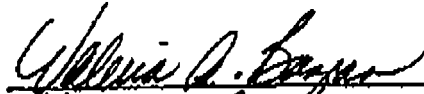
  
Notary Public, CURTIS STOEL  
My commission expires: Notary Public, Kent County, MI  
My Commission Expires Mar. 18, 2004  
ACTING IN OTTAWA COUNTY  
\* \* \*

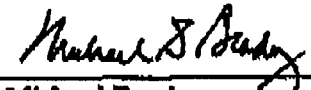
LIBER 2912 PG 379


Bank One Michigan, a Michigan banking corporation, hereby agrees that this document binds the Properties and that any foreclosure of its mortgage(s) on the Properties shall not extinguish the covenants and restrictions contained in this document.

WITNESSES:

BANK ONE MICHIGAN, a Michigan  
banking corporation


  
Valeria A. Bazar

By   
Michael Brady  
Its Vice-President

  
EVA LEDESMA

STATE OF MICHIGAN     )  
                                  ) ss.  
COUNTY OF Kent     )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of October 2000, by Michael Brady, as Vice-President, on behalf of Bank One, a Michigan banking corporation.


  
Notary Public, Kent County, Michigan  
My commission expires: 1-17-03

EVA LEDESMA  
Notary Public, Kent County, MI  
My Commission Expires Jan. 17, 2003

Drafted by:

Clifford H. Bloom  
Law, Weathers & Richardson, P.C.  
Bridgewater Place  
333 Bridge Street, N.W., Suite 800  
Grand Rapids, Michigan 49504-5860  
(616) 459-1171

03022 (001) 114476.01

 <b>exxel engineering inc.</b> 5252 CLYDE PARK, S.W. • GRAND RAPIDS, MI. 49509 PHONE (616) 531-3860	
FILE NO:	992348E
DATE:	July 27, 2000



LIBER 2912 PG 381

EXHIBIT "A"

Page 2 of 2

Description of Georgetown Shores Drain Route No. 1:

That part of Georgetown Shores No. 2, part of the SW 1/4, Section 26, T6N, R13W, Georgetown Township, Ottawa County, Michigan, described as: BEGINNING at the NW corner of Lot 61, Georgetown Shores No. 2; thence N12°33'16"W 33.79 feet; thence S12°33'16"E 198 feet, more or less, to the waters edge of Lakeside Pond and the place of ending.

Description of Georgetown Shores Drain Route No. 2:

That part of Georgetown Shores No. 2, part of the SW 1/4, Section 26, T6N, R13W, Georgetown Township, Ottawa County, Michigan, described as: Commencing at the SW corner of Lot 82, Georgetown Shores No. 2; thence N00°10'59"W 116.75 feet along the West line of said Lot 82 to the PLACE OF BEGINNING; thence N00°10'59"W 222.45 feet; thence N89°49'01"E 390.57 feet; thence S00°10'59"E 13.50 feet; thence S05°57'00"E 147.00 feet; thence N05°57'00"W 147.00 feet; thence N00°10'59"W 13.50 feet; thence S89°49'01"W 225.93 feet; thence N12°12'44"E 13.82 feet; thence N00°10'59"W 174 feet, more or less, to the waters edge of Lakeside Pond and the place of ending.

Description of Georgetown Shores Drain Route No. 3:

That part of Georgetown Shores No. 2, part of the SW 1/4, Section 26, T6N, R13W, Georgetown Township, Ottawa County, Michigan, described as: BEGINNING at the Southeastly corner of Lot 94, Georgetown Shores No. 2; thence N64°12'30"W 179.92 feet along the Southerly line of said Lot 94 to the PLACE OF BEGINNING; thence N64°12'30"W 210.00 feet; thence N06°39'54"E 148.79 feet; thence N00°15'44"W 213.00 feet; thence N89°51'56"E 180.00 feet; thence S89°51'56"W 180.00 feet; thence S00°15'44"E 93.84 feet; thence S89°44'16"W 188 feet, more or less, to the waters edge of Lakeside Pond and the place of ending.

Description of Georgetown Shores Drain Route No. 4:

That part of Georgetown Shores No. 2, part of the SW 1/4, Section 26, T6N, R13W, Georgetown Township, Ottawa County, Michigan, described as: BEGINNING at the NE corner of Lot 106, Georgetown Shores No. 2; thence S00°08'04"E 38.00 feet along the East line of said Lot 106 to the PLACE OF BEGINNING; thence S00°08'04"E 195.00 feet; thence N89°51'56"E 199.00 feet; thence S89°51'56"W 521.32 feet; thence S00°08'04"E 188 feet; more or less, to the waters edge of Lakeside Pond and the place of ending.



exxel engineering inc.

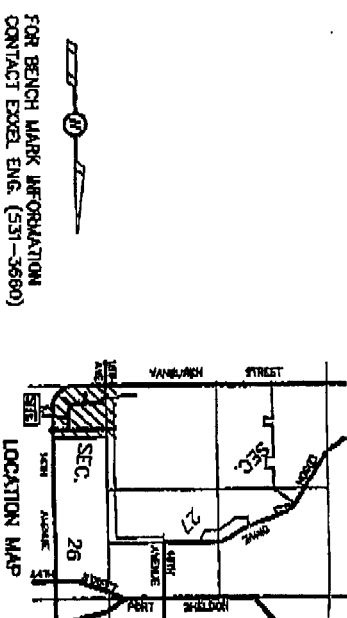
5252 CLYDE PARK, S.W. - GRAND RAPIDS, MI. 49509  
PHONE (616) 531-3660

FILE NO.:

9923485

DATE:


July 27, 2000



LOCATION MAP

# BLOCK GRADING PLAN

IN: PART OF SEC. 26, T6N, R13W  
GEORGETOWN TWP., OTTAWA COUNTY, MICHIGAN.


 = GEORECTOWN SHORES  
 DRAIN ROUTE  
 = DRAINAGE DIRECTION  
 710.6<sup>+</sup> = SPOT ELEVATIONS  
 706.0<sub>CH</sub> = CRITICAL DRAINAGE ELEV.

# BLOCK GRADING PLAN

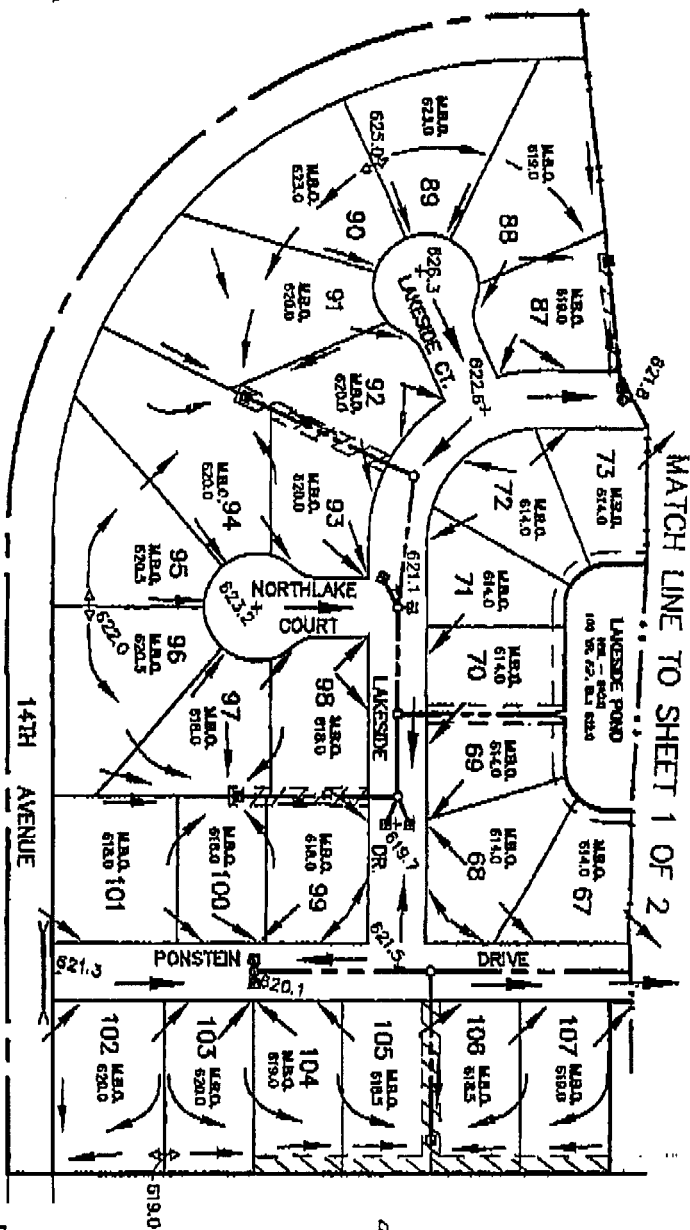
## GEORGETOWN SHORES NO. 2

IN: PART OF SEC. 26, T6N, R13W  
GEORGETOWN TWP., OTTAWA COUNTY, MICHIGAN.

LIBER 2912 PG 383

===== = PRIVATE EASEMENT FOR DRAINAGE  
TO THE GEORGETOWN SHORES  
DRAIN DISTRICT.  
[ - ] = PRIVATE EASEMENT FOR DRAINAGE  
& STORM SEWER DETENTION TO THE  
GEORGETOWN SHORES DRAIN DISTRICT  
M.B.O. = MINIMUM BUILDING OPENING ELEV.

□ = GEORGETOWN SHORES  
DRAIN ROUTE  
→ = DRAINAGE DIRECTION  
+ = SPOT ELEVATIONS  
48' = CRITICAL DRAINAGE ELEV.  
710.8  
700.0



FOR BEACH MARK INFORMATION  
CONTACT EXCEL. ENG. (531-3660)

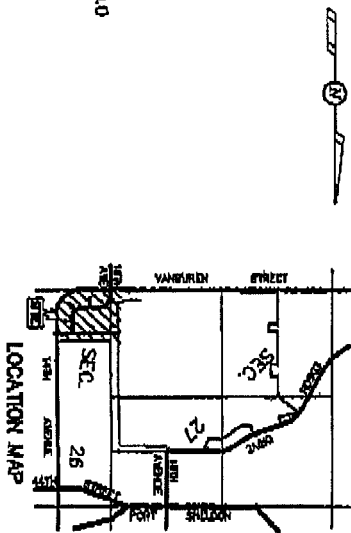


EXHIBIT "B" SHEET 2 OF 2

DRAIN ROUTE MAP  
GEORGETOWN SHORES NO. 2

IN: PART OF SEC. 26, T6N, R13W  
GEORGETOWN TWP., OTTAWA COUNTY, MICHIGAN.



excel engineering inc.

222 VAN HURON ST., OTTAWA, ONT. N6H 2K6  
TEL: (519) 331-1800

REVISION	DATE	BY	APP'D	REASON
1	5/1/99	WJ		ISSUED FOR PERMIT
2	5/1/99	WJ		ISSUED FOR PERMIT