

**DECLARATION OF RESTRICTIONS
FOR EAGLES RIDGE 2**

WHEREAS, the undersigned, **KOETJE BUILDERS & DEVELOPERS, LLC**, a Michigan limited liability company, of 547 Baldwin Street, Jenison, Michigan 49428 (“Developer”), as proprietor, has submitted land owned by it to development as a Plat, being land located in the Township of Georgetown, Ottawa County, Michigan, more particularly described as follows:

Lots 46-71, inclusive, Eagles Ridge 2, part of the SE 1/4 of Section 8, T6N, R13W, Georgetown Township, Ottawa County, Michigan, according to the recorded plat thereof;

WHEREAS, Eagles Ridge 2, including without limitation the above-described Lots, together with all rights and interests associated with the plat of Eagles Ridge 2, are herein called “Plat” or “Subdivision”; The term “Lot” or “Lots” herein shall include all Lots in the Plat;

WHEREAS, Developer may grant one or more easements for public utilities, drainage, detention areas, floodways and as may be otherwise shown on the Plat;

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values and amenities in the Subdivision, and to this end desires to subject the Subdivision to the covenants, restrictions, easements and other matters hereinafter set forth, each and all of which is and are for the benefit of the Subdivision and each Owner of a Lot therein; and

WHEREAS, the streets, sidewalks bordering the streets and streetlights will be dedicated to the public and owned by the Township, and the Township;

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Developer its successors and assigns, and future Owners of the Lots, the undersigned Developer for itself, its successors and assigns hereby publishes, declares and makes known to all future purchasers and Owners of the Lots, that Lots will and shall be used, held, and/or sold expressly subject to the following conditions, restrictions, covenants and agreements which, by acceptance of a deed, purchase agreement, land contract or option for a Lot, shall be deemed accepted by all future purchasers and Owners of the Lots and shall run with the land and be binding upon all grantees of Lots and on their respective heirs, personal representatives, successors, assigns and grantees.

**ARTICLE I
DEFINITIONS**

A. “Builder” means any person or entity, licensed as a residential builder by the State of Michigan and designated by Developer, which is engaged in the business of constructing Improvements not for their own use but for resale or pursuant to a contract with another person or entity.

B. "Developer" means **KOETJE BUILDERS & DEVELOPERS, LLC**, a Michigan limited liability company, and any successor by law or assignee so appointed by the recordation of an assignment of the status.

C. "Declaration" means this Declaration of Restrictions, as amended from time to time, recorded in the office of the Ottawa County Register of Deeds, State of Michigan.

D. "Fee Owner" means the record owner, whether one or more persons or entities, of fee simple title to any Lot.

E. "Improvement" means any dwelling, garage, fence, walk, deck, pool, landscaping or other improvement constructed upon a Lot or change or alteration to any of the foregoing by any person or entity other than the Developer, except where explicitly stated.

F. "Lot" means any numbered lot shown on the Plat.

G. "Occupant" means each person that is occupying a dwelling built upon a Lot, provided such occupancy is in compliance with the Declaration and the zoning ordinance of the Township.

H. "Owner" means the Fee Owner and the land contract purchaser of a Lot, whether one or more persons or entities, but excludes those having a security interest in a Lot to secure the performance of an obligation or a lien upon a Lot arising pursuant to a statute or under another rule of law unless and until such time as such person becomes a Fee Owner, whether by foreclosure or the granting of a deed in lieu of foreclosure.

I. "Township" means the Georgetown Charter Township and the political subdivisions thereof.

Other capitalized terms used herein that are not defined above shall have the meanings given to such terms elsewhere in this Declaration.

ARTICLE II

ARCHITECTURAL CONTROL

A. Approval of Plans and Specifications. No Improvement shall be commenced, erected or maintained on any Lot, nor shall any exterior change or alteration be made to an existing Improvement until the plans and specifications showing the nature, kind, size, shape, height, colors, materials, topography and location of the same on a Lot shall have been submitted to and approved in writing by the Developer, which approval will be granted in accordance with standards established by the Developer in its sole discretion, including those set forth in Paragraph D below. The architecture of the dwelling must be compatible and harmonious with the external design and general quality of other dwellings constructed and to be constructed in the Plat.

B. Materials Required. Plans and specifications submitted to the Developer for final approval shall include two (2) sets of the following, or be provided in electronic format approved by the Developer:

(i) Complete plans and specifications sufficient to secure a building permit in the Township, and in any event including a foundation/basement plan, floor plan(s), exterior elevations (front, sides and rear) and a dimension plat plan showing the Lot and placement of Improvements, all of the above being fully-dimensioned, and clearly designating any trees to be removed or cleared.

(ii) A perspective drawing of the Improvements if deemed necessary by the Developer to

interpret adequately the exterior design.

(iii) Data as to size, materials and texture of all exteriors including roof coverings, fences (if any) and walls.

C. No Violations. No approval by the Developer shall be valid if the Improvement violates any restrictions set forth in Article III and IV of this Declaration, except in cases where waivers have been expressly granted as provided for in this Declaration.

D. Approval Standards. The Developer may disapprove plans and specifications because of noncompliance with any of the restrictions set forth in Article III and IV of this Declaration or other standards established by the Developer, or because of reasonable dissatisfaction with the grading and drainage plan, the proposed location of the Improvements on the Lot, the materials or color scheme to be used, the finished design, proportions, shape, height, style, or appropriateness of the proposed Improvement, the tree removal plan or because of any matter or thing, which in the reasonable judgment of the Developer, would render the proposed Improvement inharmonious or out of keeping with the objectives of the Developer or with existing Improvements erected on other Lots. Builders may, at their election, submit a list and samples of exterior materials and color combinations for prior approval by the Developer, which approval, if given, shall satisfy the approval requirement of the exterior materials and colors on all subsequent Improvements built by such Builder provided the exterior materials and colors conform to those previously submitted and approved. All Owners, by accepting ownership of their Lot, acknowledge that the primary purpose for providing for architectural control is to ensure the proper and harmonious development of the Subdivision to maximize the aesthetic beauty of the Subdivision and its blending with the surrounding area, and to enhance the feeling of community, all of which are intended to result in increased property values. To this end, the Developer shall have broad discretion in terms of determining what Improvements will be permitted and are in keeping with the aesthetic beauty and desirability of the Subdivision and are otherwise consistent with the purposes of this Declaration. Developer reserves the right to approve waive or modify any of the restrictions contained in Article III. No approval, whether or not it waives or modifies any of the restrictions contained herein shall obligate or imply any approval in any other instance, whether on the same Lot or a different Lot.

E. Timely Approval or Disapproval. If the Developer fails to approve or disapprove plans and specifications within thirty (30) days after submission, then such approval will not be required, but all other limitations, conditions and restrictions set forth in this Declaration shall apply and remain in force as to such plans and specifications and the Improvements to be constructed pursuant thereto.

F. Evidence of Approval. Developer approval shall be deemed given if the plans and specifications submitted for final approval are marked or stamped as having been approved by the Developer.

G. No Liability. In no event shall the Developer have any liability whatsoever to anyone for its approval or disapproval of plans and specifications, regardless of whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. By way of example, Developer shall have no liability to anyone for approving or disapproving plans and specifications which provide for Improvements which are not in conformity with the provisions of this Declaration. In addition, the Developer shall not be required to pass upon, and the approval by the Developer does not mean that the Developer has passed upon, any technical aspects of construction or whether the proposed construction meets zoning, building codes, safety

requirements, municipal ordinances, or requirements including but not limited to tree removal ordinances, laws and regulations. The Developer's approval shall merely mean that the plans and specifications are in compliance with the intent and purpose of this Declaration as interpreted by, and the standards developed by, the Developer at the time. Owner shall be responsible for compliance with all laws and regulations and shall not look to the Developer for assistance or advice in complying with the same.

H. Assignment of Appointment Powers. Developer may, in Developer's sole discretion, assign, transfer and delegate its authority hereunder upon such terms and conditions as Developer elects.

ARTICLE III

BUILDING AND USE RESTRICTIONS FOR THE SUBDIVISION

A. Use of Lots. All Lots shall be used for single-family residential purposes only; only one dwelling shall be erected on each Lot; and the dwelling shall be designed and erected for occupation by one single family in compliance with the zoning ordinances of the Township.

B. Character and Size of Buildings. Each dwelling must have the following minimum fully-enclosed square footage: For Lots 46-49 (inclusive) and Lots 66-71 (inclusive) for a one story dwelling, a minimum livable main floor area of 1,600 square feet; for a one and one-half story or two story dwelling, a minimum livable floor area of 2,000 square feet square feet, with a minimum first floor area of 1,000 square feet; for all other Lots for a one story dwelling, a minimum livable main floor area of 1,800 square feet; for a one and one-half story or two story dwelling, a minimum livable floor area of 2,400 square feet square feet, with a minimum first floor area of 1,100 square feet. All computations of livable floor area shall be of fully-enclosed area, exclusive of garage, porches, terraces and basements (including walk-out basements). If any portion of a level or floor within a dwelling is below grade, all of that level or floor will be considered a basement level. No dwelling shall be greater than two and one-half stories. And the Developer may limit the number of stories or levels on any Lot in its sole discretion. All roofs must have a minimum of 16-inch overhang at the eaves and 12-inch overhang on the gable ends. The main roof of the dwelling must be the tallest portion of the roof. Each dwelling shall have a private attached garage for the sole use of the Occupants of the Lot upon which the dwelling with said garage is erected. All garages must be attached to the dwelling. Each garage shall be at least two (2) stalls and no more than three (3) stalls. Carports are prohibited. Without the express written consent of the Developer, which may be granted or withheld in its sole discretion, no garage may consume more than 55% of the front width of the dwelling and no front-facing garage may extend more than 12 feet in front of the building line of the dwelling. All chimneys must be of masonry construction or located in a chaseway of materials matching the exterior of the dwelling. All Improvements must be constructed only with new materials. Subject to the discretion of the Developer, approved materials include brick, brick veneer, steel, stone, stucco, wood frame, wood trim, aluminum/vinyl siding and trim or any combination thereof. Concrete block or tile construction above grade level is prohibited unless the exterior surface is covered with an approved material.

C. Animals. No animal, birds or fowl may be kept or maintained on any Lot, except dogs, cats and pet birds which may be kept thereon in reasonable number as pets for the pleasure and use of the Occupants. No animal may be kept or bred for any commercial purpose and all animals will have such care and restraint so as not to be obnoxious or offensive on account of noise (such as a dog that barks frequently or continually for extended periods of time), odor or unsanitary conditions. No dog may be permitted, at any time, outside a residence unless the dog is contained

within a permitted dog run or unless the dog is accompanied by an attendant who shall have such dog firmly held by collar and leash. No person owning, harboring or having in his possession any cat, shall permit or allow such cat to run at large or in any yard or enclosure other than the yard enclosure of the Lot occupied or owned by such cat owner. No savage or dangerous animal will be kept on any Lot. Owners and Occupants will have full responsibility for any damage to persons or property caused by any animal owned by Occupants or otherwise on the Lot or in the Plat with the permission of Occupants. Each Occupant is required to properly dispose of the waste his or her animal deposits on any property. No dog which barks and can be heard on any frequent or continuing basis will be kept in any residence or on any Lot.

D. Fences, Walls, Hedges, Etc. No fence, wall, or hedge of any kind shall be erected or maintained on any Lot without the prior written approval of the Developer. In addition, in no event shall any fence, wall or hedge be maintained or erected except in side and/or rear yards (for corner lots both elevations with street frontage are front yards; accordingly, the dwelling has two front building lines). All fences must be constructed of brick, stone, vinyl, aluminum or black chain link.

E. Swimming Pools. Swimming Pools, their associated decks and enclosures shall not be nearer than fifteen (15) feet to any lot line and will not project with its coping more than two (2) feet above the established grade and must be located only in the rear yard. For this restriction, corner Lots have two (2) front yards (between the dwelling and each street) and the remaining yards are considered rear yards).

F. Play Structures and Swing Sets. No play structure, swing set or similar Improvement will be erected on any Lot nearer than fifteen (15) feet to any side lot line. No play structure or swing set will be permitted in any front yard. For this restriction, corner Lots have two (2) front yards (between the dwelling and each street).

G. Temporary Structures. Trailers, tents, shacks, sheds, barns, accessory buildings and temporary structures of any nature whatsoever are expressly prohibited and no temporary occupancy shall be permitted in unfinished dwellings.

H. Sidewalk Constriction. Concrete sidewalks (including necessary dub-downs) 5 feet wide and 4 inches thick shall be constructed by the Owner along the Lot street frontage. Construction of sidewalks must be completed within six months of completion of the dwelling and must comply with the Ottawa County Road Commission standards.

I. Septic Systems. No septic tank or drain field will be permitted on any Lot.

J. Water Systems. No individual water supply system will be permitted on a lot, except solely for irrigation purposes, swimming pools or other non-domestic uses.

K. Elevations. No substantial changes in the elevation of any portion of any Lot may be made without the prior written consent of the Developer. Any change which materially affects the surface elevations or grade or drainage of the surrounding Lots will be considered a substantial change. The final grade of the Lot will be contoured to drain away from the residence located on the Lot in accordance with the Block Grading Plan, attached as Exhibit A.

L. Sales Office. Builder may use a model house for a sales office for the sale of dwellings in the Plat.

M. Exterior Surface of Dwellings. The visible exterior walls of all Improvements shall be made of wood, brick (including brick veneer), stone, stucco, aluminum, vinyl or a combination of them or of comparable new materials approved by the Developer.

N. Signs. No sign or billboard shall be placed, erected, or maintained on any Lot except one sign advertising the Lot (and any improvements on a Lot) for sale, or a temporary sign for a garage sale which sign shall have a surface area of not more than five (5) square feet, and the top of which shall be not more than three (3) feet above the ground. The provisions of this paragraph shall not apply to signs installed or erected on any Lot by Developer or any Builder during the initial construction of Improvements, or during the period a dwelling is used as a model or for display purposes.

O. Destruction of Building by Fire, etc. Any debris resulting from the destruction in whole or in part of any Improvement on any Lot shall be removed with all reasonable dispatch from the Lot to prevent an unsightly condition.

P. Landscaping. Upon the completion of a dwelling on a Lot, the Owner thereof (but not the Developer or the Builder thereof), shall cause the Lot to be finish-graded and hydroseeded or sodded and professionally landscaped within six (6) months or as soon thereafter as weather permits. The Lot shall be kept reasonably free of weeds by the Owner or Occupant thereof. All landscaping and lawns shall be well-maintained at all times.

Q. Driveways. All driveways shall be constructed of concrete at least four inches (4") thick or asphalt at least two inches (2") thick and shall be at least twelve feet (12') wide for the full distance from the garage to the street. The initial plans, submitted to the Developer in accordance with Article II hereof, shall designate the location of the driveway and the building materials to be used.

R. Solar Panels. Solar panels are permitted only in the discretion of the Developer and, if permitted by the Developer, shall be of the size and location permitted. Any permitted solar panels shall be maintained in good condition and appearance.

S. Set Backs. The following setbacks shall be maintained on all Lots: front yard, forty feet (40'); side yard, ten feet (10'); rear yard, forty feet (40'). Corner Lots have two (2) front yards.

T. Special Restrictions for Lots 46 and 71. No driveways for Lots 46 and/or 71 shall be permitted onto Bauer Road. All driveways for those Lots must access only Bauer Ridge Avenue. The Owner of Lots 46 and 71 must maintain the lawn and landscaping between their Lots and Bauer Road.

U. General Conditions.

(i) No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept on a Lot except in sanitary containers located on each Lot properly concealed from public view, which will be emptied as necessary (at least once per week) and be properly maintained. Sanitary containers shall not be left along the roadway or in the front yard of any Lot for more than twenty-four (24) hours in any one week. No incinerators or other equipment for the disposal of waste is permitted on any Lot.

(ii) No housetrailer, commercial vehicles or equipment, boat trailers, boats, camping vehicles or camping trailers may be parked on or stored on any Lot, unless stored fully enclosed within an attached garage, except for periods of no longer than 48 hours for loading and unloading of camping vehicles or camping trailers. Commercial vehicles and trucks shall not be parked in the Subdivision or on any Lot therein unless parked fully enclosed within an attached garage, or except while making deliveries or pickups in the normal course of business. However, a construction trailer may be maintained by each Builder in a location designated by Developer during the period when new dwellings are

under construction in the Subdivision by the Builder, provided the construction trailer is kept in a clean and slightly condition at all times. No vehicle may be parked on any non-paved surface, except on a Lot.

(iii) No laundry shall be hung for drying so as to be visible from the street on which the dwelling fronts, and in the case of Lots on a corner, laundry shall not be hung so as to be visible from either of the streets on which the dwelling fronts.

(iv) No mobile home, modular home, previously used buildings, tent, shack, barn, storage shed, temporary building, outbuilding, accessory building, guest house, or oil (or other fuel) storage tanks may be installed, erected, placed or maintained on any Lot.

(v) Home occupations will be permitted as incidental to the use and occupancy of a dwelling for single-family residential purposes if, and only if, the home occupation is conducted entirely within the dwelling and participated in solely by members of the immediate family residing in the dwelling, which use is clearly incidental and secondary to the use of the dwelling for single-family residential purposes and does not change the character thereof. To qualify as a home occupation, there must be (a) no sign or display that indicates from the exterior that the dwelling is being utilized in whole or in part for any purpose other than that of a dwelling; (b) no commodities sold upon the premises, and (d) no mechanical or electrical equipment is used, other than personal computers and similar office equipment. In no event shall a barber shop, styling salon, beauty parlor, animal hospital or any form of animal care or treatment, be construed as permitted home occupation.

(vi) It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unsightly, or unkept condition of Improvements or grounds on the Lot they own or occupy. This responsibility shall also apply to Builders during the construction period of a dwelling on a Lot.

(vii) No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the Owners or Occupants of the Subdivision, as determined by the Developer.

(viii) No Lot shall be subdivided or its boundary lines changed except with the consent of Developer and in conformance with the provisions of the Land Division Act.

(ix) Developer hereby expressly reserves to itself the right to replat any two (2) or more Lots shown on the Plat to create a modified Lot or Lots and to take such other steps as are reasonably necessary to make such replatted Lots suitable and fit as a building site, including, but not be limited to, the relocation of easements, walk-ways, and rights-of-way to conform to the new boundaries of the replatted Lots.

(x) No Owner or Occupant shall permit any motorized vehicle which is not licensed and in operating condition or not being used on a regular basis for transportation to be parked on its Lot unless such vehicle is completely enclosed in the attached garage.

(xi) No dwelling in part or in whole shall be rented or leased for any period shorter than one (1) year.

V. Enforcing Authority. The provisions contained in Article III shall be interpreted and enforced by the Developer in its sole discretion in accordance with standards established by the Developer, for so long as Developer owns any Lot and until a dwelling has been fully built on every Lot. Every restriction contained in this Declaration may be waived by the Developer, in its sole

discretion, provided it does so in writing and such waiver may only be granted on a case-by-case basis. Consequently, if the Developer desires to modify a restriction as it applies to all Lots, it must obtain an amendment to this Declaration as provided below. Except for restrictions for which Developer has provided a written waiver hereunder, this provision shall not limit the rights of Lot Owners to enforce restrictions as provided in Article VI, below.

ARTICLE V

RESTRICTIONS PURSUANT TO THE REQUIREMENTS OF THE OTTAWA COUNTY WATER RESOURCES COMMISSIONER

The following requirements and restrictions of the Ottawa County Water Resources Commission apply to the Plat:

A. Drainage District. 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 Eagles Ridge Drain. **The Drain District consists of all lots within the plat and the adjacent plat, Eagles Ridge.** 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 Eagles Ridge Drain. The routes of the Drains are shown on Exhibit "A" attached hereto.

B. Easements for Surface Drainage: Private Easements for drainage have been dedicated to the Eagles Ridge Drain Drainage District. The locations of the aforesaid easements are shown on the final plat. These easements for drainage are for the benefit of upland lots within the subdivision and any construction, development, or grading that occurs within these easements will interfere with the drainage rights of those upland lots. Easements for Drainage are for the continuous passage of surface drainage and each Owner will be responsible for maintaining the surface drainage system across their property. The Ottawa County Water Resources Commissioner's Office does not permit structures in Drainage Easements. This includes, but is not limited to, swimming pools, sheds, garages, patios, decks, fences or other permanent structures or landscaping features. No dumping of grass clippings, leaves, brush or other refuse is allowed within the drainage easement. These items obstruct drainage, restrict flow and plug culverts. This can lead to higher maintenance costs and cause flooding situations.

C. Block Grading Plan: The block grading plan, attached on Exhibit "B", shows the direction of flow for the surface drainage for all lots. It is the Owner's responsibility to ensure that the final grading of the lot is in accordance with the block grading plan. During the final lot grading and landscaping, the owner shall take care to ensure that the installation of fences, plantings, trees, and shrubs do not interfere with nor concentrate the flow of surface drainage. No changes will be made in the grading of any lot areas used for drainage which would later affect surface run-off drainage patterns without the prior written consent of the Ottawa County Water Resources Commissioner for all portions of the drainage system.

D. Minimum Opening Elevation Restrictions: To eliminate the potential of structural damage due to flooding from rear yard drainage, the Owners shall keep the lowest door or window sill above the minimum opening elevations listed below. The opening elevations listed below together with benchmarks set within the plat are shown on the block grading plan, attached Exhibit "B".

The lowest allowable opening elevations are set 1' or more above the 100-year floodplain or hydraulic gradeline of the storm system. These elevations are set to reduce the risk of structural damage and the flooding of residential interiors. A waiver from elevations may be granted by the

Ottawa County Water Resources Commissioner following receipt of a certification from a registered professional engineer demonstrating that the proposed elevation does not pose a risk of flooding.

Minimum allowable opening elevations (MOE) elevations, based on NGVD29, for the following lots are:

<u>Lot #</u>	<u>MOE</u>	<u>Lot #</u>	<u>MOE</u>	<u>Lot #</u>	<u>MOE</u>
46	724.0	55	722.0	64	713.0
47	724.0	56	722.0	65	713.0
48	724.0	57	718.0	66	714.5
49	724.0	58	719.0	67	717.5
50	724.0	59	720.0	68	720.5
51	724.0	60	717.5	69	721.5
52	724.0	61	716.5	70	721.0
53	724.0	62	713.0	71	720.0
54	723.0	63	713.0		

E. Soil Erosion and Sedimentation Control: Each individual 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, catch basins and off of adjacent property. If any sedimentation in the street, catch basins, or adjacent lots is a direct result of construction for a particular site, it is the responsibility of that Owner to have this cleaned up. This applies to ALL Owners.

F. Footing Drains & Sump Pumps: Because of a potential of seasonal high ground water or clay soil conditions, Lots 7 and 8, Lots 12 through 16, Lots 18 through 21, Lots 30 through 34, Lots 37 and 38, and Lots 44 and 45 have been provided with footing drain connections to the storm sewer. For all lots having standard or view-out basements, the connection to the footing drain provided, or to an overland outlet, is to be made from the sump pump through a check valve system to the footing drain provided. A gravity connection to the footing drain provided, or to an overland outlet, will be allowed for lots with walk-out basements. The footing drain location for each lot is indicated on the Block Grading Plan on attached Exhibit "B". The top layer of backfill around the house foundation shall be of a clay material sloping away from the house.

Laundry facilities or other similar features shall not be connected to a footing drain or pump system discharging to footing laterals and the storm sewer system. Laundry facilities and sewage lift pumps must be drained to the sanitary sewage disposal system. If a footing drain and sump pump system is provided for view out basements, the connection to the storm sewer system or to

an overland outlet is to be made from the sump pump through a check valve system. Under no circumstance shall a gravity connection to the storm sewer be allowed. All gutters and eave troughs with downspouts connected to an underground piping system shall be directed to a point in the rear yard so that the discharge point will not drain onto or adversely affect a neighboring lot. If this cannot be accomplished, then splash plates at the gutter downspouts near the residence will be the only alternative. De-chlorinated swimming pool water shall be drained to the backyard storm sewer system or directed into the street.

G. Miscellaneous: Each Owner waives his claim against the Eagles Ridge Drain Drainage District, the Ottawa County Water Resources Commissioner, his employees and agents, Georgetown Township, the Engineer, and the Developer from any and all claims, damage and obligation arising from the existence or operation of the drainage system.

Restrictions pursuant to the requirements of the Ottawa County Water Resources Commissioner to be perpetual and shall run with the land. Drain restrictions may not be amended or modified without prior written approval of the Ottawa County Water Resources Commissioner and properly recorded at the Ottawa County Register of Deeds. A waiver of building elevations may be granted by the Ottawa County Water Resources Commissioner following receipt of a certification from a registered professional engineer demonstrating that the proposed elevation change does not pose a risk of flooding.

ARTICLE VI GENERAL PROVISIONS

A. Term. This Declaration shall be in full force and effort for an initial period of thirty (30) years from the date hereof, and thereafter for successive periods of twenty-five (25) years each unless terminated by the affirmative vote of at least seventy-five (75%) of the Owners and the Owners of any expanded portion or phase of the Subdivision or of Eagles Ridge 2.

B. Run with the Land. The provisions of this Declaration shall run with and bind the land within the Subdivision, including the Lots, during the term of this Declaration. Developer, each Fee Owner of a Lot from time to time, and all of their successors and assigns, shall have the right, jointly and separably, to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, this Declaration and/or any of the restrictions contained herein, in addition to the right to bring a legal action for damages. Whenever there shall have been built, erected or constructed upon any Lot any Improvement which is and remains in violation of this Declaration for a period of thirty (30) days after receipt of written notice of such violation from Developer or its successors or assigns, then the notifying party shall have, in addition to the foregoing rights, the right to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner whose Lot is in violation, and such entry and abatement or removal shall not be deemed as trespass. In no event shall the failure of any party entitled to enforce any provision of this Declaration as to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation, nor shall any such party assume any liability to any person or entity of whatsoever kind or nature for its or their failure to enforce any provision of this Declaration.

In the event Developer incurs any expense in enforcing these restrictions on account of any violation of an Owner or Occupant, including without limitation attorney fees, the Owner of the Lots shall reimburse Developer for such expense promptly upon Developer's demand therefore, and Developer may, but need not, report such a default to any mortgagee of record. Any mortgagee of a Lot may consider a default in the payment of any assessment a default in the payment of its mortgage. Any such expense for which Developer demands reimbursement and any other amount due the Developer from a Owner under this Declaration, shall constitute a lien upon the Lot prior to all other liens except tax liens and sums unpaid on a first mortgage of record. The Developer may enforce collection of any amount due by a suit at law for a money judgment or by foreclosure of the lien that secures payment of assessments. Each Owner, and every other person, except for a first mortgagee, who from time to time has any interest in the Lot, shall be deemed to have granted to the Developer the unqualified right to elect to foreclose such lien either by judicial action or by advertisement (in accordance with the provisions of Chapter 32 of the Michigan Revised Judicature Act, as amended). The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions.

The Developer is hereby granted what is commonly known as a “power of sale.” Each Owner and every other person, except a first mortgagee, who from time to time has any interest in the Lot shall be deemed to have authorized and empowered the Developer to sell or to cause to be sold at public auction the Lot with respect to which the expense for which demand has been made is unpaid and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. EACH OWNER ACKNOWLEDGES THAT WHEN HE ACQUIRED TITLE TO HIS LOT, HE WAS NOTIFIED OF THE PROVISIONS OF THIS SECTION AND THAT HE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY WAIVED NOTICE OF ANY PROCEEDINGS BROUGHT BY THE DEVELOPER TO FORECLOSE BY ADVERTISEMENT THE LIEN FOR THE EXPENSES DESCRIBED HEREIN AND A HEARING ON THE SAME PRIOR TO THE SALE OF THE SUBJECT LOT. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until ten (10) days have expired after the mailing, by certified mail, return receipt requested and postage prepaid, addressed to the Owner at his last known address, of a written notice that an expense for which demand has been made, or any part thereof, with respect to his Lot is delinquent and that the Developer may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. A written affidavit of an authorized representative of the Developer that sets forth (a) the affiant's capacity to make the affidavit, (b) the statutory and other authority for the lien, (c) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (d) the legal description of the subject Lot, and (e) the name of the Owner of record, shall accompany such written notice. Such affidavit shall be recorded in the Office of the Ottawa County Register of Deeds prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing the notice. If the delinquency is not cured within the ten (10) day period, the Developer may take such remedial actions as may be available to it hereunder or under Michigan law. In the event the Developer elects to foreclose the lien by advertisement, the Developer shall so notify the Owner, and shall inform him that he may request a judicial hearing by bringing suit against the Developer. The expenses incurred in collecting amounts due, including interest, costs, reasonably attorney's fee (not limited to statutory fees) and advances for taxes or other liens paid by the Developer to protect its lien, shall be secured by the lien on the subject Lot.

If the holder of a first mortgage on a Lot obtains title to the Lot by foreclosing the mortgage, accepting a deed in lieu of foreclosure or similar remedy, or any other remedy provided in the mortgage, such person, and its successors and assigns, or other purchaser at a foreclosure sale shall not be liable for unpaid expenses chargeable to the Lot which became due prior to the acquisition of title to the Lot by such person; provided, however, that all expenses chargeable to the Lot subsequent to the acquisition of title shall be the responsibility of such person as hereinbefore provided with respect to all Owners.

C. Severability. Invalidation of any covenant, restriction, paragraph or section of this Declaration by judgment or court order shall in no way affect any other covenant, restriction, paragraph or section of this Declaration, which shall remain in full force and effect.

D. Amendment. This Declaration may be amended by an instrument duly executed by the Developer and not less than two-thirds (2/3) of the then Owners of Lots in the Plat who are not affiliated with the Developer and shall be effective upon the recording of such instrument with the Ottawa County Register of Deeds; provided, however, the signature of the Developer shall not be required in the event the Developer no longer owns any Lot and there is a dwelling completed on each Lot in the Plat. Notwithstanding the foregoing, the Developer reserves the right to amend this

Declaration without the consent or approval of any other Owner or other person or entity for any purpose expressly reserved by or granted to the Developer in this Declaration. However, in no event may the provisions required by the Township or the Ottawa County Water Resources Commission be amended without their written approval, respectively.

E. Assignment of Rights and Powers. Any or all of the rights and powers, titles, easements and estates hereby reserved by or given to Developer may be assigned by it to another person or entity upon such terms and conditions as the Developer may deem appropriate. Any such assignment or transfer shall be made by appropriate written instrument in which the assigner shall join for the purpose of evidencing its consent to the acceptance of such powers and rights, and the assigner shall thereupon have the same rights and powers and be subject to the same obligations and duties as herein reserved by or given to and assumed by Developer. Such instrument, when executed by the assigner shall without further act release Developer from the obligations and duties in connection therewith.

F. Address. Each Fee Owner of a Lot shall provide its correct mailing address to the Developer, until Developer no longer owns any Lot and a dwelling is complete on each Lot.

G. Scope. The terms and conditions of this Declaration shall only apply to the Subdivision, Eagles Ridge 2.

