

CRYSTAL SPRINGS
DECLARATION OF PLAT BUILDING RESTRICTIONS

CRYSTAL SPRINGS DEVELOPMENT CORPORATION, a Michigan corporation of P.O. Box 8308, Grand Rapids, Michigan 49518 (the "Developer") desires to impose certain building and use restrictions and related terms and provisions upon the following described lots owned by the Developer and located in Gaines Township, Kent County, Michigan (the "Lots"):

Lots 70 to 89, both inclusive, of Crystal Springs Plat No. 2, and Lots 90 to 160, both inclusive, of Crystal Springs Plat No. 3, being parts of Section 8, Town 5 North, Range 11 West, Gaines Township, Kent County, Michigan, according to the recorded plat thereof.

NOW, THEREFORE, it is hereby declared that the Lots will be subject to the following conditions, reservations, restrictions, covenants, terms and provisions (collectively the "Restrictions"):

I. BUILDING RESTRICTIONS

1.1 Minimum Square Footage. All residences constructed on a Lot must conform to the following size requirements:

A. Plat Minimums. No one story residence will be constructed on any Lot with a fully enclosed first floor area of less than one thousand eight hundred fifty (1,850) square feet. No one and one-half story, two story, bi-level or tri-level residence will be constructed on any Lot with a fully enclosed floor area of less than two thousand one hundred (2,100) square feet, including a fully enclosed first floor area of one thousand fifty (1,050) feet.

B. Special Lot Minimums. No one story residence will be constructed on Lots 70 through 89 inclusive with a fully enclosed first floor area of less than two thousand four hundred (2,400) square feet. No one and one-half story, two story, bi-level or tri-level residence will be constructed on Lots 70 through 89 inclusive with a fully enclosed floor area of less than three thousand two hundred (3,200) square feet, including a fully enclosed first floor area of not less than one thousand six hundred (1,600) square feet.

No one story residence will be constructed on Lots 90 through 103 inclusive with a fully enclosed first floor area of less than one thousand nine hundred (1,900) square feet. No one and one-half story, two story, bi-level or tri-level residence will be constructed on Lots 90 through 103 inclusive with a fully enclosed floor area of less than two thousand four hundred (2,400) square feet, including a fully enclosed first floor area of not less than one thousand two hundred (1,200) square feet.

C. General. All square footage determinations will exclude basements (including walk-out basements), garages and open porches. The Developer may specify the number of levels that residences on specific Lots will be permitted to have to preserve the view from other Lots or to maintain

a harmonious pattern of development in the construction of residences on the Lots. The height of any building will be not more than two and one-half full stories above street level. If any portion of a level or floor within a residence is below grade, all of that level or floor will be considered a basement level.

1.2 Approval of Plans. The Developer in designing Crystal Springs, including the location and contour of the public streets, has taken into consideration the following criteria:

A. Crystal Springs is designed for residential living on large residential sites in a suburban atmosphere.

B. The construction site on each of the Lots should be located so as to preserve the existing contours where practicable.

C. The architecture of the residence located on any Lot should be compatible with the criteria as established hereby and also should be compatible and harmonious to the external design and general quality of other dwellings constructed and to be constructed within Crystal Springs.

Consequently, the Developer reserves the power to control the buildings, structures, and other improvements placed on each Lot, as well as to make such exceptions to these Restrictions as the Developer will deem necessary and proper. No building, wall, swimming pool or other structure will be placed upon a Lot unless and until the plans and specifications therefor showing the nature, kind, shape, height, color, materials and location of the improvements (including floor plan and exterior colors) and the plot plan including elevations have the prior written approval of the Developer and no changes or deviations in or from such plans and specifications as approved will be made without the prior written consent of the Developer. Two sets of complete plans and specifications must be submitted; one will be retained by the Developer and one will be returned to the applicant. Each such building, wall, swimming pool or structure will be placed on a Lot only in accordance with the plans and specifications and plot plan as approved by the Developer. Refusal of approval of plans and specifications by the Developer may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Developer seem sufficient. No alteration in the exterior appearance of the buildings or structures constructed with such approval will be made without like approval of the Developer. If the Developer will fail to approve or disapprove any plans and specifications within thirty (30) days after written request therefor, then such approval will not be required; provided that no building or other structure will be erected which violates any of the Restrictions. The Developer will not be responsible for any defects in such plans or specifications or in any building or structure erected according to such plans and specifications or in any changes in drainage resulting from such construction. Approval by the Developer of plans will not waive the setback Restrictions contained in Article II unless the Developer specifically waives those setback Restrictions including specific reference by section number to each waived setback Restriction.

1.3 Construction Process. All construction of all buildings and structures will be done only by residential home builders licensed by the State of Michigan and approved in writing by the Developer, provided the Developer may waive this restriction for an owner who wishes to act as his own general contractor if the owner demonstrates to the Developer the owner's

ability to construct a residence of a quality consistent with the other residences in Crystal Springs within a normal construction schedule. When the construction of any building is once begun, work thereon must be diligently continued and must be completed within a reasonable time. In any event, all construction must be completed within one year from the start thereof, provided that the Developer may extend such time when in Developer's opinion conditions warrant an extension.

1.4 Garages. Garages, which will be for the use only by the occupants of the residence to which they are appurtenant, must be attached to the residence and constructed in accordance with the plans approved in Section 1.2. Each residence must have one and only one garage which must be capable of garaging at least two (2) and not more than three (3) standard size automobiles. No garage will be placed, erected, or maintained upon any Lot except for use in connection with a residence on that Lot or on an adjoining Lot already constructed or under construction at the time that such garage is placed or erected upon the Lot.

1.5 Walls and Fences. No wall or fence of any height will be constructed on any Lot except split rail fences of two rails not more than forty-two (42) inches in height which may have located on the inside of the split rail fence a black or green linked wire fence no more than forty-two (42) inches in height and except swimming pools may have legally required fencing around them, approved by Developer in approving the swimming pool plan. Fencing which is otherwise permitted on a Lot may not, however, be placed within twenty-five (25) feet of any golf course property adjoining the Lot. The heights or elevations of any wall or fence will be measured from the existing elevations of the property at or along the applicable points or lines. Any question as to such heights may be completely determined by the Developer.

1.6 Occupancy. No building erected upon any Lot will be occupied in any manner while in the course of construction, nor at any time prior to issuance of a certificate of occupancy. Nor will any residence, when completed, be in any manner occupied until made to comply with the approved plans and specifications and all of the Restrictions.

1.7 Landscaping. The side, front and rear yards of each Lot shall be planted with grass seed, sod or ground cover, and adequate front foundation plantings planted, within one hundred twenty (120) days after the residence is completed, unless otherwise approved by the Developer.

1.8 Elevations. No substantial changes in the elevations of the land will be made on a Lot without the prior written consent of the Developer. Any change which materially affects the surface elevation 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.

1.9 Waterfront Lots. No fill will be used to extend a Lot beyond the shoreline of any pond or lake adjoining the Lot without the prior written consent of the Developer.

1.10 Water Systems. No individual water supply system will be permitted on a Lot, except solely for irrigation purposes, swimming pools, or other nondomestic uses.

1.11 Septic Systems. No septic tank or drainage field will be permitted on any Lot.

1.12 Driveways. No stone or cinder driveways shall be permitted. All driveways are to be a minimum of twelve (12) feet wide and must be constructed of asphalt or concrete. If constructed of asphalt, the depth of the asphalt shall be at least three (3) inches thick. If constructed of concrete, the driveway shall be at least four (4) inches thick. Circular drives in front of homes (if any) may be a minimum of eight (8) feet wide.

1.13 Chimneys. All fireplace chimneys will be of masonry construction, unless other construction material is specifically approved by Developer in writing.

II. SETBACKS AND BUILDING LINES

2.1 Buildings. For the purpose of this Article II, building will mean the main residence, the garage, and related attached structures and their projections such as eaves; bay or bow windows; covered porches; porticos; loggias; and the like, but will not include exterior chimneys; open pergolas; uncovered porches; open terraces; stoops; steps; or balustrades, the sides of which do not extend more than three feet above the level of the ground floor of the main building. Nonetheless, no such portions of structures which are not considered part of a building will be constructed within six (6) feet of any Lot line.

2.2 Setback Lines. No building will be erected on any Lot nearer than thirty-five (35) feet to the street line or nearer than thirty-five (35) feet to the rear lot line. No building will be erected on any Lot nearer than eight (8) feet to either side Lot line and the total of the distance of the building from the two side Lot lines must total twenty (20) feet. In the event that it is impracticable or would create a hardship to comply with these setbacks as to any corner Lot, odd shaped Lot or other Lot, then the Developer may specify front yard, side yard and rear yard depths and widths less than is required by these setbacks. Where one and one-half, two, or more Lots are acquired as a single building site, the side Lot lines will refer only to the Lot lines bordering the adjoining property owners.

2.3 Swimming Pools. Swimming pools will not be nearer than six (6) feet to any Lot line and will not project with their coping more than two feet above the established grade.

2.4 Play Structures and Swingsets. No play structure or swingset will be erected on any Lot nearer than twenty-five (25) feet to the rear lot line or nearer than fifteen (15) feet to any side lot line. No play structure or swingset will be permitted in any front yard or that is more than nine (9) feet high.

2.5 Hedges and Screen Planting. No hedges or screen planting over thirty-six (36) inches high will be permitted between the building setback line and front lot line of a Lot, nor within twenty-five (25) feet of any golf course property adjoining the Lot.

2.6 Waivers. Notwithstanding anything to the contrary herein, the Developer, in the sole discretion of the Developer, may waive or permit reasonable modifications of the setback requirements.

III. DEVELOPER'S OPTION TO RE-PURCHASE

3.1 Developer's Option to Re-Purchase. If a single family residence is not substantially completed on a Lot in accordance with this Declaration within two (2) years from the date the Lot is sold by Developer pursuant to a land contract which grants possession of the Lot to the vendee or from the date

on which the Lot is conveyed by the Developer to a purchaser (unless such two (2) years is extended in writing by the Developer), the Developer will have the option to purchase back the Lot from the then current owner. The Developer's option to purchase back the Lot will continue until such time as construction is commenced of a residence which has been approved as contemplated by this Declaration. The option will be exercised by written notice to the owner of record of the Lot and the purchase price will be equal to the net cash proceeds received by the Developer from the sale of the Lot (sales price less closing costs of Developer), without increase for interest or any other charge. If the option is exercised, Developer is to receive marketable title by warranty deed subject only to restrictions or encumbrances affecting the Lot on the earlier of the date of the land contract or date of conveyance by the Developer, and with all taxes and assessments which are due and payable or a lien on the Lot, and/or any other amounts which are a lien against the Lot, paid as of the date of conveyance back to the Developer. The closing of the re-purchase shall take place in Kent County, Michigan at a place and time specified by Developer not later than thirty (30) days after the date of exercise of the option. The then current owner of the Lot will take such actions and shall execute such documents, including a warranty deed to the Lot, as the attorneys for the Developer will deem reasonably necessary to convey marketable title to the Lot to the Developer, free and clear of all liens and encumbrances as aforesaid.

IV. SUBDIVISION OF LOTS

4.1 Subdivision of Lots. No Lot will be subdivided except as approved by the Developer.

V. ENFORCEMENT OF RESTRICTIONS

5.1 Remedies for Violations. In the event of a breach or attempted or threatened breach of any Restriction by any Lot owner, the Developer, the Association, other Lot owners, or any of them will be entitled forthwith to full and adequate relief by injunction and all other such available legal and equitable remedies from the consequences of such breach, specifically including a court order enjoining commencement or continuance of construction on any Lot if the plans, the builder or any other aspect of construction required to be approved by the Developer prior to commencement of construction by Article I were not approved by Developer as required by Article I or are not being implemented as approved.

5.2 Costs to Enforce. All costs incurred by the Developer or the Association in enforcing the Restrictions, including reasonable attorneys fees, will be reimbursed by the owner of the Lot or Lots in breach of the Restrictions to the Developer or the Association enforcing the Restrictions.

5.3 Payments and Liens. Payment for all reimbursable costs incurred as provided in this Declaration will be due and payable thirty (30) days after receipt of a statement therefor, which statement will detail the reimbursement sought, the manner of its calculation, and evidence of payment of the reimbursable costs. Any such claim for reimbursement, together with interest at the rate of seven percent (7%) per annum and actual costs including attorney's fees incurred in efforts to collect such reimbursement, will be a secured right and a lien therefor will attach to the Lot, and improvements thereon, owned by the defaulting Lot owner. After written notice to all owners of record and all mortgagees of record of that Lot, the party having paid such costs may foreclose the lien established hereby in the same manner as a mortgage may be foreclosed under the laws of the State of Michigan, provided such liens will be subject and sub-

ordinated to any prior mortgage of record with any purchaser at any foreclosure sale (as well as any grantee by deed in lieu of foreclosure sale) under any such prior mortgage taking title free and clear from any such then existing lien, but otherwise subordinated to the provisions hereof.

5.4 Failure to Enforce. No delay or omission on the part of the Developer, the Association, or the owners of other Lots in exercising any rights, power, or remedy herein provided, will be construed as a waiver thereof or acquiescence in any breach of the Restrictions. No right of action will accrue nor will any action be brought or maintained by anyone whatsoever against the Developer or the Association for or on account of a failure to bring any action on account of any breach of these Restrictions, or for imposing Restrictions which may be unenforceable.

5.5 Severability. Invalidation of any one of the Restrictions by a court of competent jurisdiction will not affect any of the other Restrictions which will remain in full force and effect.

VI. MISCELLANEA

6.1 Binding Effect. Developer hereby declares that this Declaration will be binding upon the Developer, his grantees, successors and assigns, and that the Restrictions created herein will run with the land. Each owner of a Lot or any portion of a Lot by acceptance of a deed, land contract or other conveyance to a Lot or any portion of a Lot thereby agrees to all Restrictions.

6.2 Waivers. Notwithstanding anything to the contrary herein, the Developer, in the sole discretion of the Developer, may waive or permit reasonable modifications of the Restrictions as applicable to particular Lots. The Developer will be deemed to have waived the Restrictions to the extent necessary to prevent the Developer's actions violating the Restrictions.

6.3 References to Lot Owners. Wherever reference is made in this Declaration to the owner of a Lot or a Lot owner, such reference will be deemed to include all owners collectively with any ownership interest in the respective Lots respectively owned by them, whether there will be one or more such owners.

6.4 Amendment and Termination. Except as provided in Article VII, this Declaration may be amended, altered, modified or terminated by, and only by, the mutual written agreement of all parties, including mortgagees, then owning any interest of record in the Lots. Amendments may be made without the consent of owners or mortgagees of Lots by the Developer alone as long as the amendment does not materially alter or change the rights of the owner or mortgagee of a Lot, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective owners of Lots and/or to enable or facilitate the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, and/or any other agency of the federal government or the State of Michigan. Amendments may be made without the consent of owners or mortgagees by the Developer alone even if such amendment will materially alter or change the rights of the owners or mortgagees of Lots, to achieve compliance with the laws of the State of Michigan or with ordinances, rules, interpretations or orders of any government body or agency or any court of competent jurisdiction.

6.5 Notices. All notices, demands, requests, consents and approvals required or permitted under this Declaration will be in writing and will be given or served by personal delivery or postage prepaid United States first class, registered or certified mail, return receipt requested, to the party at that party's last known address. Notice will be deemed to have been on the earlier of (a) the date when received, or (b) on the second business day after mailing if mailed in the State of Michigan.

6.6 No Gift or Dedication. Nothing herein contained will be deemed to be a gift or dedication of any portion of the Lots or other areas in Crystal Springs to the general public or for any public purposes whatsoever, it being the intention of the Developer that this Declaration will be strictly limited to the purposes herein specifically expressed.

6.7 No Third Party Beneficiaries. No third party, except grantees, heirs, representatives, successors and assigns of the Developer, as provided herein, will be a beneficiary of any provision of this Declaration.

6.8 Captions. The captions of the Articles and Sections of this Declaration are for convenience only and will not be considered or referred to in resolving questions of interpretation and construction.

6.9 Governing Law. This Agreement will be construed, interpreted and applied in accordance with the laws of the State of Michigan.

VII. DURATION

7.1 Duration. This Declaration will remain effective for a period of twenty-five (25) years from the date this Declaration is recorded except as terminated by seventy-five percent (75%) of the owners of the Lots and the Developer. This Declaration will remain effective after the initial period of twenty-five (25) years except as terminated or amended by an instrument signed by all owners of a majority of the Lots and recorded, agreeing to terminate the effectiveness of this Declaration in whole or in part, or to amend this Declaration in a manner applying equally to all Lots.

IN WITNESS WHEREOF, the parties hereto have executed this Crystal Springs Declaration of Plat Building Restrictions the 11th day of July, 19 89.

WITNESSES:

CRYSTAL SPRINGS DEVELOPMENT
CORPORATION

Keith P. Walker
Keith P. Walker

By: Ernest C. Schrock
Ernest C. Schrock

Linda J. Wallace
Linda J. Wallace

Its President

And

Keith P. Walker
Keith P. Walker

By: E. Leroy Yoder
E. Leroy Yoder

Linda J. Wallace
Linda J. Wallace

Its Secretary

LIBER. 2650 PG 1308

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 11th day of July, 19 89 by ERNEST C. SCHROCK, the President of CRYSTAL SPRINGS DEVELOPMENT CORPORATION, a Michigan corporation, on behalf of the corporation.

Linda J. Wallace
Linda J. Wallace
Notary Public, Kent County, MI
My Commission Expires: 1-24-93

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 11th day of July, 19 89 by E. LEROY YODER, the Secretary of CRYSTAL SPRINGS DEVELOPMENT CORPORATION, a Michigan corporation, on behalf of the corporation.

Linda J. Wallace
Linda J. Wallace
Notary Public, Kent County, MI
My Commission Expires: 1-24-93

This Instrument Drafted By:
KEITH P. WALKER
McSHANE & BOWIE
540 Old Kent Building
Grand Rapids, MI 49503

Return to draftsman
after recording

