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**CRYSTAL SPRINGS**  
**DECLARATION OF RESIDENTIAL USE RESTRICTIONS**

CRYSTAL SPRINGS DEVELOPMENT CORPORATION, a Michigan corporation of P.O. Box 8308, Grand Rapids, Michigan 49501 (the "Developer") desires to impose certain building and use restrictions and related terms and provisions upon the residential areas of the Crystal Springs development (described in its entirety on Exhibit "A") which are designated by the Developer as subject to this Declaration either in this Declaration or other instruments recorded with the Kent County Register of Deeds by Developer. The residential areas which may be so designated include proposed lots and plats of residential lots (the "Lots"), condominium projects of residential condominium units (the "Units") and common areas such as those between the streets forming the boulevard entrances to Crystal Springs (the "Boulevard Areas").

All recorded plats of areas in the Crystal Springs development with a proprietor's certificate executed by the Developer and all recorded condominium master deeds of areas in the Crystal Springs development executed by Developer shall be considered designated by the Developer as subject to this Declaration unless the Developer designates otherwise in such documents or by other instrument recorded within thirty (30) days of recording such documents with the Kent County Register of Deeds.

NOW, THEREFORE, it is hereby declared that the residential areas of Crystal Springs designated by Developer will be subject to the following conditions, reservations, restrictions, covenants, terms and provisions (collectively the "Restrictions").

**I. USE RESTRICTIONS**

1.1 Residential Use. The Lots and Units are for single-family residential purposes only. There will not exist on any Lot or Unit at any time more than one residence. No building or structure intended for or adapted to business purposes, and no duplex, apartment house, lodging house, rooming house, half-way house, hospital, sanatorium or doctor's office, or any multiple-family dwelling of any kind will be erected, placed, permitted, or maintained on any Lot or Unit. No improvement or structure whatever, other than a first class private residence will attached garage and approved patio walls and swimming pool may be erected, placed, or maintained on any Lot or Unit. No Lot or Unit will be used or occupied by other than a single family, its temporary guests and family servants and no Lot or Unit will be used for other than residential use.

1.2 Home Occupations. Although all Lots and Units are to be used only for single-family residential purposes, nonetheless home occupations will be considered part of a single-family residential use if, and only if, the home occupation is conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence, which use is clearly incidental and secondary to the use of the residence for dwelling purposes and does not change the character thereof. To qualify as a home occupations, there must be (i) no sign or display that indicates from the exterior that the residence is being utilized in whole or in part for any purpose other than that of a dwelling; (ii) no commodities sold upon the premises; (iii) no person is employed other than a members of the immediate family residing on the premises, and (iv) no mechanical or electrical equipment is used, other than personal computers and other office type equipment. In no event shall a barbershop, styling salon, beauty parlor, tearoom, fortune-telling parlor, animal hospital, or any form of animal care or treatment such as dog trimming, be construed as a home occupation. Although garage sales are included within the prohibited uses since commodities are sold at garage sales, garage sales may nonetheless be conducted with the prior written approval of the Association, if the Association determines to permit garage sales, so long as conducted in accordance with any rules or conditions adopted by the Association.

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1.3 Letter and Delivery Boxes. The Developer will determine the location, color, size, design, lettering, and all other permitted particulars of all mail or paper delivery boxes, and standards and brackets and name signs for such boxes.

1.4 Lighting. A dusk to dawn light (or gas light) of the type approved by the Developer will be installed and maintained on each Lot in front of the front building setback line and on each Unit in front of the residence on the Unit as located by the Developer. If an electric, post lights shall be equipped with automatic operators (electric eye) to provide light from sundown to dawn.

1.5 Signs. No signs or any advertising will be displayed on any Lot or Unit unless their size, form, and number are first approved in writing by the Developer, except that one "For Sale" sign referring only to the Lot or Unit on which displayed and not exceeding five (5) square feet in size may be displayed without approval. A name and address sign, the design of which will be furnished to the Lot or Unit owner on request by the Developer, will be permitted. Nothing herein will be construed to prevent the Developer from erecting, placing, or maintaining signs and offices as may be deemed necessary by the Developer in connection with the sale of Lots or Units.

1.6 Exterior Changes. Any change in the physical appearance of the exterior of any residence as constructed by Developer or as approved by the Developer for construction must have the prior written approval of the Developer. This included exterior colors of buildings and significant landscaping changes.

1.7 Solar Panels. Solar panel installation and location must be approved in writing by the Developer prior to construction.

1.8 Tennis Courts and Pools. No tennis courts or above-ground pools will be permitted on any Lot or Unit.

1.9 Outbuildings and Structures. No mobile home, modular home, tent, shack, barn, storage shed, temporary building, outbuilding, playhouse, doll house, guest house or dog houses may be placed, erected or maintained on any Lot or Unit. No play structure or other structure with a canopy, awning or roof may be placed, erected or maintained on any Lot or Unit. Dog runs may only be constructed with the prior written approval of the Developer.

1.10 Fuel Storage Tanks. No oil or fuel storage tanks may be installed on any Lot or Unit.

1.11 Animals. No animals, birds or fowl may be kept or maintained on any Lot or Unit, except dogs, cats and pet birds which may be kept thereon in reasonable numbers 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, 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, which leash shall not exceed eight (8) feet in length. 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 or enclosure of the Lot or Unit occupied or owned by such cat owner. No savage or dangerous animal will be kept on any Lot or Unit. Owners will have full responsibility for any damage to persons or property caused by his or her pet. Pets must be walked only in areas designated by the Association and must not be curbed near buildings, walkways, shrubbery or other public space. The owner 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 on any residence or on any Lot or Unit. The Association may, without liability to the owner thereof, remove or cause to be removed any animal which it determines to be in violation of the restrictions imposed by this Section. The Association will have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper.

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1.12 Garage Doors. For security and aesthetic reasons, garage doors will be kept closed at all times except as may be reasonably necessary to gain access to and from any garage.

1.13 Recreational and Commercial Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobile trailers or vehicles other than automobiles or vehicles used primarily for general personal transportation use may be parked or stored upon any Lot, Unit or adjoining areas, unless parked in a garage with the door closed. No inoperable vehicles of any kind may be brought or stored upon any Lot, Unit or adjoining areas, either temporarily or permanently, unless within a garage with the door closed. Commercial vehicles and trucks will not be parked in or about any Lot, Unit or adjoining areas (except as above provided) unless while making deliveries or pickups in the normal course of business. No trucks over  $\frac{3}{4}$  ton or commercial-type vehicles of any nature will be parked overnight on any Lot, Unit or adjoining areas, except in any enclosed garage without the prior written consent of the Developer. Any vehicle with a company name or other advertising or commercial designation will be considered a commercial-type vehicle.

1.14 Nuisances. No owner of any Lot or Unit will do or permit to be done any act or condition upon his Lot or Unit which may be or is or may become a nuisance. No Lot or Unit will be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause the Lot or Unit to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor will any substance, thing, or material be kept upon any Lot or Unit that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Lots or Units. No weeds, underbrush, or other unsightly growths will be permitted to grow or remain upon any part of a Lot or Unit and no refuse pile or unsightly objects will be allowed to be placed or suffered to remain anywhere on a Lot or Unit. In the event that any owner of any Lot or Unit will fail or refuse to keep a Lot or Unit free from weeds, underbrush, or refuse piles or other unsightly growths or objects, then the Developer or the Association may enter upon the Lot or Unit and remove the same and such entry will not be trespass; the owner of the Lot or Unit will reimburse the Developer or the Association all costs of such removal. In addition, if any owner of any Lot or Unit fails to mow at least four times each summer, then the Developer or the Association may enter upon the Lot or Unit and mow the Lot or Unit and such entry will not be a trespass; the owner of the Lot or Unit will reimburse the Developer or the Association all costs of such mowing.

1.5 Garbage and Refuse Disposal. All trash, garbage and other waste is to be kept only in sanitary containers inside garages or otherwise within fully enclosed areas at all times and will not be permitted to remain elsewhere on the Lot, Unit or other adjoining areas, except for such short periods of time as may be reasonably necessary to permit periodic collection. All trash, garbage and other waste must be removed from the Lot or Unit at least once each week. No incinerators or other equipment for the disposal of waste will be permitted on any Lot or Unit.

1.16 Zoning. The use of any Lot or Unit and any structure constructed on any Lot or Unit must satisfy the requirements of the zoning ordinance of Gaines Township, Kent County, Michigan, which is in effect at the time of the contemplated use or construction of any structure unless a variance for such use or structure from the Zoning Board of Appeals of Gaines Township and further there is obtained a written consent thereto from the Developer.

1.17 Mineral Extractions. No derrick or other structures designed for use in boring for oil or natural gas will be erected, placed, or permitted upon any Lot or Unit, nor will any oil, natural gas, petroleum, asphaltum, or hydrocarbon products or minerals of any kind be produced or extracted from or through the surface of any Lot or Unit. Rock, graves, and/or clay will not be excavated or removed from any Lot or Unit for commercial purposes.

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1.18 Maintenance. The Developer and the Association each will have the right to enforce all maintenance and repair obligations applicable to Lots and/or Units under this Declaration, Rules and Regulations adopted by the Association and under any other declaration of covenants or restrictions, however designated, applicable to each Lot and/or Unit. Each owner of a Lot or Unit will perform such maintenance and repair to their Lot or Unit to keep up to the community standards of Crystal Springs, as determined by the Developer and the Association; this will include, but not be limited to, the painting of exteriors roof maintenance and repair of exterior premises.

## II. EASEMENTS AND UTILITIES

2.1 Easements. The Developer has and hereby reserves all easements for utilities or drainage shown on the recorded plats and/or condominium subdivision plans and full rights of employees, and assigns over any part of the Lots or Units for the purpose of installing and servicing the utilities and drains for which the easements are reserved.

2.2 Easements to be Clear. No structures will be erected upon any Lot or Unit which will interfere with the rights of ingress and egress provided in Section 2.1. Any fences, paving or plantings which interfere with rights of ingress and egress provided in Section 2.1 may be removed as necessary when installing or servicing the utilities and drains and neither Developer nor Developer's agents will have eligibility for such removal.

2.3 Drainage. No changes will be made in the grading of any Lot or Unit areas used as drainage swales which would alter surface run-off drainage patters without the prior written consent of Developer.

2.4 Utility Lines and Antennas. All electrical service, cable television, and telephone lines will be placed underground and no outside electrical lines or other lines or wire will be placed overhead without the prior written approval of Developer. No exposed or exterior radio or television transmission or receiving antennas, dishes or other devises ill be erected, placed, or maintained on any Lot or Unit. Any waiver of these restrictions will not constitute a waiver as to other Lot or lines or antennas.

2.5 Electric Service. Each residence constructed must have an electric service entrances of sufficient capacity to meet present and future requirements of occupant in accordance with the engineering standards of the electric utility company providing electric power to the Lot.

2.6 Cable Television. Each residence constructed must be pre-wired for cable television service.

## III. GOLF COURSE PROPERTY

3.1 Golf Course Property. Some Lots and Units adjoin the Crystal Springs Country Club golf course. Ownership of a lot our Unit gives no right to use any part of the golf course property for any purpose. Every owner of a Lot or Unit by the acceptance of a deed or a land contract for a deed agrees not to trespass on such adjoining property and to restrain pets, family members an guests from trespassing on such adjoining property.

## IV. PROPERTY OWNER'S ASSOCIATION

4.1 Crystal Springs Property Owner's Association. Every owner of a Lot or Unit by the acceptance of a deed or a land contract for a deed, will thereby automatically become a member of the Crystal Springs Property Owner's Association, a Michigan non-profit corporation organized by the Developer (the "Association"). The owner of each Lot or Unit will collectively have one vote for each Lot or Unit owned in making Association decisions such as electing its Board of

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Directors. The owner of two adjoining Lots or Units or a Lot or Unit and an adjoining portion of a subdivided Lot or Unit with but on residence or building site on the combined site will have only one vote and will be treated as the owner of one Lot or Unit for assessment purposes. The total number of votes at any time will be equal to the ten total number of all Lots and Units then subject to this Declaration, adjusted for any combined or subdivided Lots or Units.

4.2 Association Facilities. All of the individual Lot or Unit owners and members of their immediate families or their tenants or guests (if in the company of an owner, owner's immediate family member or tenant) will have the right to use the facilities owned by the Association subject, however, to such rules and regulations covering the use thereof as may be set forth in the Articles of Incorporation and By-laws of the Association or otherwise established by the Association.

4.3 Dues and Assessments. In consideration of the Lot or Unit owner having the right in common with other members to use the facilities of the Association, each Lot or Unit owner other than the Developer in accepting a deed or land contract for a deed of any Lot or Unit, further agrees for himself, his heirs, successors and assigns to pay the Association annual dues and any special assessments levied by the Association for that Lot or Unit, in such amount as may be determined by the Association for each year, subject to the limitations of Section 4.4, for the purpose of paying or creating a fund to pay any taxes and assessments levied on land owned by the Association, maintenance and improvement costs associated with Association facilities, insurance premiums for insurance maintained by the Association and administrative expenses of the Association, provided an equal annual amount is assessed each year against each Lot and Unit. Notice of the amount and due date of the annual dues and any assessments will be given to each Lot and Unit owner.

4.4 Ceiling on Annual Dues and Assessments. The total of the dues and assessments levied against each Lot and Unit may not exceed \$200.00 per Lot or Unit per year. The \$200.00 annual limit may be increased by either a majority vote of the members or by the Board of Directors, so long as any increase by the Board does not exceed the percentage increase in the Consumer Price Index from January 1, 1989 to January 1 of the year the increased amount is to first be effective. The Consumer Price Index (All Items) for the United States published by the United States Department of Labor, Bureau of Labor Statistics will be used to determine the amount of any permissible increase by the Board of Directors. If the Index is changed so that the base year differs from that in effect when the term commences, the published by the United States Department of Labor, Bureau of Labor Statistics. If that Index is discontinued or revised during the term, such other government index or computation with which it is replaces shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

4.5 Collection of Assessments. Each Lot or Unit owner will be obligated to pay all dues and assessments levied with regard to his Lot or Unit during the time that he is the owner thereof, and no Lot or Unit owner may exempt himself from liability for his dues and/or assessments by waiver of the use or enjoyment of any of the Association facilities. In the event of default by any Lot or Unit owner in paying the dues and/or assessments, the Association may impose reasonable fines, late charges and/or charge interest up to the highest rate permitted by law (not exceeding twenty-five percent (25%) per annum) on such dues or assessments from the due date thereof. Unpaid dues and assessments, together with such fines, late charges and interest, will constitute a lien on the lot or Unit prior to all other liens except sum, unpaid upon a fist mortgage of record recorded prior to the recording of any notice of lien by the Association.

Upon the sale or conveyance of a Lot or Unit, all unpaid dues and assessments against the Lot or Unit, together with all unpaid fines, late charges and interest, will be paid out of the sale price by the purchaser in preference over any other assessment or charge. A purchaser or grantee will be entitled to a written statement from the Association setting forth the amount of unpaid association dues and assessments against the seller or grantor and such purchaser or grantee will not be liable for, nor will the Lot our Unit conveyed or granted be subject to a lien for

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any unpaid dues or assessments against the seller or grantor in the purchaser or grantee requests a written statement from the association at least five (5) days before sale and pays the amount of the statement from the purchase price, the purchaser or grantee will be liable for any unpaid dues or assessments against the Lot or Unit together with unpaid fines, late charges, interest, costs, and attorneys fees incurred in the collection thereof.

The Association may discontinue the furnishing of any services and/or deny access to Association facilities to a Lot or Unit owner in default in dues or assessments upon seven (7) days written notice to such Lot or Unit owner. A Lot or Unit owner in default of dues or assessments will not be entitled to vote at any meeting of the Association so long as such default continues.

4.6 Lien Foreclosures. In the event of default in payment of any of the Association dues or assessments, together with all unpaid fines, late charges and interest, the Association, its successors and assigns, may file a notice of claim of lien in the office of the Register of Deeds, Kent County, Michigan, for the amount of the unpaid annual dues or assessments, together with all unpaid fines, late charges and interest. The notice of claim of lien will state the amount of the unpaid dues or assessment, together with all unpaid fines, late charges and interest, the legal description of the Lot or Unit affected thereby and the name of the delinquent member of the Association. The lien, whether evidenced of record by a notice of claim of lien or not, may be foreclosed against the Lot or Unit by an action in law or equity or by any other legal proceedings which are or may be permitted by law, including foreclosure in the same manner as a mortgage may be foreclosed under the laws of the State of Michigan; in addition to the foreclosure of the lien, a personal decree for deficiency may be obtained against a member of the Association who is delinquent in the payment of dues or assessments. In an action for foreclosure, a receiver may be appointed and reasonable rental for the Lot or Unit may be collected from the Lot or Unit owner or anyone claiming under him, and all expenses incurred in collection, including interest, costs and actual attorney's fees, and any advances for taxes or other liens paid by the Association to protect its lien, will be chargeable to the Lot our Unit owner in default. The lien of the Association will not have priority over recorded first mortgage upon the Lot or Unit unless the notice of claim of lien has been filed with the Register of Deeds' office prior to the date of recording of the mortgage. The sale or transfer of any Lot or Unit will not affect the lien of the Association; however, the foreclosure of any such prior recorded first mortgage as permitted by the laws of the State of Michigan or the acceptance of a deed in lieu of foreclosure of such first mortgage will extinguish the Association lien as to payments thereof which become due prior to the expiration of the redemption period under said foreclosure or by the acceptance of a deed in lieu of foreclosure. The foreclosure of any mortgage or the acceptance of a deed in lieu of foreclosure of any mortgage will not relieve such Lot or Unit for liability of any assessment thereafter becoming due or from the lien thereof.

4.7 Association Lands. The Boulevard Areas and any and all other lands within or adjoining the Crystal Springs residential areas which are conveyed to the Association by the Developer will be the property of the Association. The Association in consideration of such conveyance will pay all taxes and assessments levied by any governmental authority against said property.

4.8 Association as Successor to Developer Rights. The Developer will have the right to assign any or all rights or powers as Developer to enforce these Restrictions or grant approvals, consents, or waiver s as provided in these Restrictions to the Association at such time and on such conditions as the Developer determines in the sole discretion of the Developer. Upon such assignment, the Association will have and will succeed to all such granted rights and powers with the same powers as if the Association has been named as Developer in this Declaration.

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## **V. BOULEVARD AREAS**

5.1 Nature of Areas. The Boulevard Areas are to be maintained with a park-like atmosphere. No sign or any advertising will be displayed in the Boulevard Areas unless their size, form, and number are first approved in writing by the Developer.

5.2 Buildings. No buildings or other permanent improvements will be constructed within the Boulevard Areas, with the exception of signs installed or approved by the Developer.

5.3 Easements. The Developer hereby reserves perpetual easements to enter upon and install facilities within the Boulevard Areas for utility purposes, access purposes or other lawful purposes for the benefit of any lands. Developer also reserves the right to grant easements for utilities over, under and across the Boulevard Areas to appropriate governmental agencies or public utility companies and to transfer title of all or any part of the Boulevard Areas to state, county or local governments.

## **VI. ENFORCEMENT OF RESTRICTIONS**

6.1 Remedies for violation. In the event of a breach or attempted or threatened breach of any Restriction by any Lot or Unit owner, the Developer, the Association, other Lot or Unit owner 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.

6.2 Costs to Enforce. All costs incurred by the Developer or the Association in enforcing the Restrictions, including reasonable attorney's fees, will be reimbursed by the owner(s) of the Lot(s) and/or Unit(s) in breach of the Restriction to the Developer or the Association enforcing the Restrictions.

6.3 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 of reimbursement, together with interest at the rate of seven (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 attached to the Lot or Unit, and improvements thereon, owned by the defaulting Lot or Unit owner. After written notice to all owners of record and all mortgagees of record of that Lot or Unit, 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 subordinated 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.

6.4 Failure to Enforce. No delay or omission on the part of the Developer, the Association, or the owners of other Lots or Units 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.

6.5 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.

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## VII. MISCELLANEA

7.1 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 Unit or any portion of a Lot or Unit by acceptance of added, land contract or other conveyance to a Lot or Unit or any portion of a Lot or Unit thereby agrees to all Restrictions.

7.2 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 and/or Units. The Developer will be deemed to have waived the Restrictions to the extent necessary to prevent the Developer's actions violating the Restrictions.

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

7.4 Amendment and Termination Except as otherwise provided in this Section or Article VIII, 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 or Units or other areas affected by the amendment, alteration, modifications or termination (excluding Lots or Units which are not them, but could in the future become, subject to this Declaration). Amendments may be made without the consent of owners or mortgagees of Lots or Units 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 or Unit, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective owners of Lots or Units and/or to enable or facilitate the purchase of such mortgage loaned 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 mortgages of Lots or Units by the Developer alone even if such amendment will materially alter or change the rights of the owners or mortgagees of Lots and/or Units, 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, or to amend Exhibit "A" attached hereto either to remove lands which may be designated as subject to this Declaration or to add adjoining lands which may be designated as subject to this Declaration.

7.5 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 know 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 mailed in the State of Michigan.

7.6 No Gifts or Dedication. Nothing herein contained will be deemed to be a gift or dedication of any portion of the Lots or Units 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.

7.7 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.



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7.8 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.

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

**VIII. DURATION**

8.1 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 the 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 and Units.

IN WITNESS WHEREOF, the parties hereto have executed this Crystal Springs Declaration of Residential Use Restrictions the 13<sup>th</sup> day of July, 1988.

WITNESSES:

CRYSTAL SPRINGS DEVELOPMENT  
CORPORATION

\_\_\_\_\_  
Keith P. Walker

\_\_\_\_\_  
Earnest C. Schrock, Its President

And

\_\_\_\_\_  
Linda J. Tilma

\_\_\_\_\_  
E. Leroy Yoder, Its Secretary