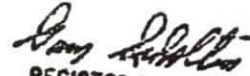


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REGISTER OF DEEDS
OTTAWA COUNTY, MI**DECLARATION OF RESTRICTIONS**

PHILIP D. STEGENGA and JO LIN STEGENGA, husband and wife, whose address is 9204 Whispering Sands Drive, West Olive, Michigan 49460 (the "Developer"), desire to impose certain building and use restrictions and related terms and provisions upon the following real property (the "Property") owned by the Developer in Olive Township, Ottawa County, Michigan:

See the attached Exhibit A

NOW, THEREFORE, it is hereby declared that said Property is subject to the same restrictions, covenants, terms and provisions as contained in Articles VII and VIII of the Condominium By-Laws of Hidden Acres which will be attached as Exhibit A to the Master Deed of Hidden Acres, which are as follows (collectively the "Restrictions"):

I. CONSTRUCTION REQUIREMENTS

1. **Design Standards.** Neighborhood design standards, when properly implemented, convey quality, value and stability to home owners. The standards which follow are intended to promote consistency of architecture and landscape design. The implementation of these standards plays a direct role in developing a neighborhood and in preserving real estate values.

2. **Review Committee.** An Architectural Review Committee (the "Review Committee") has been established by the Developer of the Hidden Acres condominium project, which adjoins the Property. The mission of such a Review Committee is to ensure that all plans submitted for review meet the criteria established in the design standards. Such design standards will provide sufficient control to ensure compatibility with the overall neighborhood image. The procedures to be used by the Review Committee and the fees to be charged for plan review shall be established by the Review Committee from time-to-time.

3. **Architectural Review.** No building, structure or other improvements shall be constructed on any part of the Property, nor shall any exterior modification be made to any existing building, structure or improvement, unless plans and specifications containing such detail as may be reasonably required have first been approved in writing by the Review Committee. The Review Committee shall have the right to refuse to approve any plans or specifications, color and/or material applications, grading plans, or building location plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing on such plans and specifications it shall have

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Receipt 05/06

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the right to take into consideration the suitability of the proposed structure, improvement or modification, the site on which it is proposed to be constructed, the proposed location of the improvement on the Property, the location of structures adjoining the improvement to be constructed and the degree of harmony with the Hidden Acres development as a whole.

4. Approval of Contractor. All buildings and residential dwellings shall be constructed only by residential home builders licensed by the State of Michigan and approved in writing by the Review Committee. If building construction is intended to commence within three (3) months after the date of plan approval, the name of the proposed residential builder must be submitted at the same time as the plans and specifications described in Section 3. If construction is to be delayed beyond three (3) months, the name of the proposed residential builder must be submitted for approval at least sixty (60) days prior to the commencement of construction. In its approval process, the Committee may take into consideration the qualifications of the proposed builder along with his reputation in the community before deciding whether or not he will be approved for participation. Construction of all other improvements, including recreational amenities, must also be done by contractors approved in writing by the Review Committee.

5. Specific Requirements. All approvals required by this Declaration shall comply with the following requirements:

(a) Construction Materials. The exterior of each residence shall be finished with wood, vinyl, masonry, brick or stone, or such other material as has a masonry character, e.g., stucco or dryvit. Exposed chimneys shall be constructed of brick or stone, and exposed concrete masonry on all other visible improvements shall also be finished with wood, vinyl, brick or stone.

Roofs must be of shingle construction using cedar, fiberglass, slate or asphalt shingles. Driveways may be of asphalt, brick or cement, and decorative fencing shall be approved as to both type and location by the Review Committee.

(b) Size and Space Requirements. No residence shall be constructed on the Property with less than the following sizes of finished living areas on the main floor (as calculated on exterior dimensions), exclusive of decks, porches, patios, garages and terrace level construction:

One-story home - 960 sq. ft.
Multi-story home - 960 sq. ft.

Plans for proposed finishing of terrace level shall be submitted with the application for approval.

(c) Improvements and Outbuildings. Each residence must be equipped with an attached garage of not less than two nor more than three stalls, and outside parking for a minimum of four vehicles shall be provided on or along the driveway.

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Two additional detached buildings of a minimum size of 10 x 12 ft. and which comply with Section 21.04 of the Olive Township Supplemental Regulations will be permitted, provided, that the color and siding of such outbuildings shall be compatible with that of the principal residence. Paths leading to outbuildings shall be hard surfaced or gravel.

(d) **Lawn Care and Landscaping.** Each Owner may leave portions of his lot in a natural state. All grass outside of natural areas, however, shall be mowed at least two times each month during the growing season.

(e) **Trash Containers and Pick Up.** All trash containers shall be kept inside the garage or other fully enclosed area except for short periods of time reasonably necessary to permit collection.

(f) **Pools and Tennis Courts.** Swimming pools and tennis courts will be permitted only with prior written approval of the Review Committee, and may be limited or prohibited if the Committee, in its sole discretion, determines that construction requires the removal of a significant number of trees or otherwise adversely affects the appearance of the lot or of the Property.

(g) **Fences and Hedges.** Fences or hedges of an approved design may be used to enclose service areas, patios, swimming pools or other areas requiring privacy. If a fence, hedge, screen, shed or other addition is desired, appropriate plans must be submitted to the Review Committee for approval prior to construction.

(h) **Solar Panels and Satellite Dishes.** No solar panel or satellite dish may be installed on the Property until the type, design, size and location has been approved in writing by the Review Committee. In making its determination, the Review Committee may consider the type, design, size, location and manner of enclosure, as well as the impact on aesthetic appearance and lines of visibility with respect to adjoining lots.

(i) **Improvements Abutting Roadways.** No trees, plantings, fencing or other improvements will be placed where they may obstruct vehicular visibility at or near street intersections.

(j) **Soil from Excavation.** All excess soil to be removed from any of the lots in the course of grading or excavating will, at the option of the Declarant, become the property of the Declarant. All such soil shall be placed by the Owner or his contractor at such location within or adjoining the Project as the Declarant may designate, without cost to the Declarant.

6. **Codes and Ordinances.** In addition to the Construction Requirements contained in this Article, all buildings and other structures must comply with applicable building, mechanical,

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electrical and plumbing codes of Olive Township, Ottawa County, Michigan, which are in effect at the time the building or structure is erected.

7. **Reserved Declarant Rights.** The purpose of this Article is to assure the continued maintenance of the Property as a beautiful and harmonious residential development, and its provisions shall be binding upon all Owners in the Project. The Declarant may construct dwellings or other improvements on the Property without the necessity of prior consent from the Architectural Review Committee or any other person or entity, subject only to the express limitations contained in this Declaration; provided, however, that all such dwellings and improvements shall, in the reasonable judgment of the Declarant or their architect, be architecturally compatible with the structures and improvements constructed elsewhere on the Property.

8. **Permitted Variance.** The Architectural Review Committee may, upon a showing of practical difficulty or other good cause, grant variances from the requirements of this section, but only to the extent and in such a manner as do not violate the spirit and intent of such requirements.

II. USE AND OCCUPANCY RESTRICTIONS

1. **Residential Use.** Dwelling units shall be used exclusively for residential occupancy, and no dwelling unit shall be used for any purpose other than that of a single family residence or purposes incidental to residential use. Home occupations conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence, which do not generate unreasonable traffic by members of the general public and do not change the residential character of the building, are expressly declared to be incidental to primary residential use.

To qualify as a home occupation, there must be: (i) no sign or display which indicates from the exterior that the residence is being utilized for any purpose other than that of a single family residence; (ii) no goods or commodities sold upon the premises; and (iii) no mechanical or electrical equipment being used, other than personal computers and other office type equipment. No building intended for other business uses, and no apartment house, rooming house, or other commercial and/or multiple-family dwelling of any kind shall be erected, placed or permitted on any Unit.

2. **Access Easement.** The access easement shall be used only by the Owners of lots in the Property and by their agents, tenants, family members, invitees and licensees for access, ingress to and egress from the respective lots and for other purposes incidental to use of the lots. pro The use, maintenance and operation of the access easement shall not be obstructed, damaged or unreasonably interfered with by any Co-owner.

3. **Use and Occupancy Restrictions.** In addition to the general requirements of Sections 1 and 2, the use of the Property by any Owner shall be subject to the following specific restrictions:

(a) **Exterior Changes.** No Owner shall make any changes to the exterior appearance of the residence or other improvements located on his lot without prior

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approval of the Architectural Review Committee. Exterior changes which require prior approval include, without limitation, the erection of antennas, lights, aerials, flag poles and satellite dishes. No attachment, appliance or other item may be installed which is designed to kill or repel insects or animals by light or by humanly audible sound. No Owner shall in any way restrict access to any utility line or other area that must be accessible to service the lots or the Property.

(b) Rental. No portion of a residence may be rented and no transient tenants may be accommodated in any building; provided, that this restriction shall not prevent the rental or sublease of an entire residence for residential purposes in the manner permitted by the Review Committee.

(c) Nuisances. No nuisances shall be permitted on the Property nor shall any use or practice be permitted which is a source of annoyance to, or which interferes with the peaceful possession or proper use of the Property by its residents. No lot shall be used in whole or in part for the storage of rubbish or trash, nor for the storage of any property or thing that may cause the lot to appear in an unclean or untidy condition. No substance or material shall be kept on a Unit that will emit foul or obnoxious odors, or that will cause excessive noise which will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding buildings.

(d) Prohibited Uses. No immoral, improper, offensive or unlawful use shall be made of the Property, and nothing shall be done or kept on any lot which will increase the rate of insurance for the Property without the prior written consent of the Declarant. No Owner shall permit anything to be done or kept on his lot or elsewhere on the Property which will result in the cancellation of insurance on any other lot, or which would be in violation of any law.

(e) Signs. No signs or other advertising devices (other than one professionally made sign, or a sign of substantially the same quality and appearance advertising a unit for sale, which is not larger than twelve (12) square feet in size), shall be displayed from any residence or on any lot which are visible from the exterior of the lot without written permission from the Declarant.

(f) Personal Property. No Owner shall display, hang or store any clothing, sheets, blankets, laundry or other articles of personal property outside a residence or closed storage building. This restriction shall not be construed to prohibit an Owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on a patio, deck or balcony appurtenant to a residence located within his lot; provided, that no such furniture or other personal property shall be stored on any open patio, deck or balcony which is visible from another lot or from the access easement during the winter season. Firewood stored within a lot will be limited to reasonable quantities and kept in a neat and orderly manner, as may be further specified in rules and regulations adopted by the Declarant.

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(g) Pets and Animals. No animals, birds or fowl shall be kept or maintained on any lot except for a maximum of two dogs, cats and/or caged birds, without the prior written consent of the Declarant, which consent, if given, may be revoked at any time by the Declarant. No exotic, savage or dangerous animal shall be kept on the Property and no animal may be kept or bred for commercial purposes.

Common household pets permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the Declarant from time to time, and must at all times be kept under such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No animal shall be permitted to run loose upon the Property, nor upon any lot except the lot owned by the owner of such animal, and the owner of each pet shall be responsible for cleaning up after it.

(h) Automobiles. The number of automobiles or other vehicles customarily used for transportation purposes which may be kept on a lot outside a closed garage, or at locations other than next to a garage or outbuilding may be limited by Rules and Regulations adopted by the Declarant; provided, that no automobiles or other vehicles which are not in operating condition shall be permitted at any time. No commercial vehicles or trucks shall be parked in or about the Property outside a closed garage, except for the making of deliveries or pick-ups in the normal course of business.

(i) Environmental Concerns. Automobiles shall be washed and/or cleaned only on private drives or in other areas designated by the Declarant for such purpose. No anti-freeze, gasoline, oil, grease or other toxic substance shall be disposed of in any septic system or dumped elsewhere on the Property.

(j) Access Easement. The access easement shall not be used for the storage of supplies or personal property (except for such short periods of time as may be reasonably necessary to permit periodic collection of trash). In general, no activity shall be carried on nor condition maintained by any Owner on his lot which despoils the appearance of the Property.

4. Zoning Compliance. In addition to the restrictions contained in Section 3, the use of any lot or structure located on the Property must also satisfy the requirements of the zoning ordinances of Olive Township, Ottawa County, Michigan in effect at the time of the contemplated use unless a variance for such use is obtained from the Zoning Board of Appeals of Olive Township.

5. Remedies on Breach. The Declarant shall have the right, in the event of a violation of the restrictions on use and occupancy imposed by Section 3, to enter the lot and to remove or correct the cause of the violation. Such entry will not constitute a trespass, and the Owner of the lot will reimburse the Declarant for all costs of the removal or correction. Failure to enforce any of the restrictions contained in this Article will not constitute a waiver of the right of the Declarant to enforce such restrictions in the future.

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6. **Reserved Rights of Declarant.** The restrictions contained in this Article shall not apply to the commercial activities of the Declarant in the exercise of the powers and purposes contained in this Declaration, as they may be amended from time to time. The Declarant shall also have the right to maintain a sales office, advertising display signs, storage areas and reasonable parking incident to his sales efforts and such access to, from and over the Property as may be reasonable to enable development and sale of the entire Hidden Acres development..

7. **Assignment and Succession.** Any or all of the rights granted to or reserved by the Declarant in this Declaration or by law, may be assigned by him to any other entity. Any such assignment or transfer shall be made by an appropriate instrument in writing, signed by the Declarant and recorded in the public records of Ottawa County, Michigan. Upon such qualification, the assignee will have the same rights and powers as those granted to or reserved by the Declarant in this Declaration.

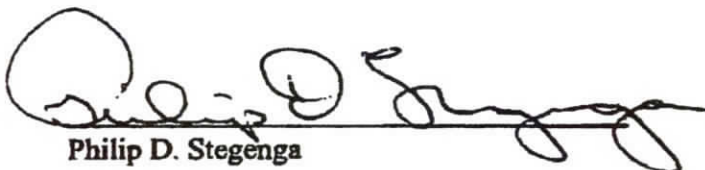
IN WITNESS WHEREOF, the Declarant has executed this Declaration of Restrictions as of the date set forth below.

Dated this 1st day of September, 1999.

Signed in presence of:

Signed by:


* Margaret A. Kramer


Philip D. Stegenga


* Angela S. Keasy


Jo Lin Stegenga

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STATE OF MICHIGAN)
) ss.
COUNTY OF Ottawa)

The foregoing instrument was acknowledged before me this 1st day of September, 1999, by Philip D. Stegenga and Jo Lin Stegenga, husband and wife (the "Declarant"), as their free act and deed.

Margaret A. Kramer
* Margaret A. Kramer
Notary Public, Ottawa County, Michigan
My commission expires: 7-21-2001



Drafted by:

William K. Van't Hof, Esq.
✓ VARNUM, RIDDERING, SCHMIDT & HOWLETT ✓
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