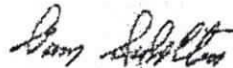


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REGISTER OF DEEDS
OTTAWA COUNTY, MIDECLARATION OF PRIVATE DRIVE EASEMENT

This Declaration is made on AUGUST 26, 1999, by **PHILIP D. STEGENGA** and **JO LIN STEGENGA**, husband and wife, whose address is 9204 Whispering Sands Drive, West Olive, Michigan 49460 (the "Declarant"), to create a private drive easement upon the terms and conditions described below. "Declarant", as used herein, shall at all times be deemed to include successors and assigns.

1. Background. The Declarant is the owner of a parcel of property described and on the attached Exhibit A which is being developed into a condominium project to be known as Hidden Acres Condominiums (the "Condominium Property"). The Declarant is also the owner of 7 parcels of property adjacent to the Condominium Property described on the attached Exhibit B ("Lots A through G"). The Condominium Property and Lots A through G are hereinafter referred to collectively as the "Premises". The Declarant anticipates providing an access road for the Premises to 136th Avenue, a public road. This Declaration is established for the purpose of creating a 66 foot wide private drive for egress and ingress for the Premises to and from 136th Avenue in Olive Township, and to establish obligations for the maintenance of the private drive easement.

2. Declaration of Easement. The Declarant does hereby declare and establish a 66 foot wide private drive easement for ingress and egress legally described and shown on the attached Exhibit C (the "Easement").

3. Burdened Parcel. The Easement crosses the Condominium Property, which shall be burdened by its use.

4. Benefitted Parcels and Parties. The Easement is dedicated to and for the benefit of the parcels of real estate located in the Premises as described on Exhibits A and B (referred to cumulatively as the "Benefitted Parcels"). Each shall be entitled to use the Easement subject to the conditions expressed in this Declaration. In addition, Olive Township and other local governmental jurisdictions may use the Easement for emergency vehicles and use by other public vehicles as they find necessary.

*25.00 MISC DEED
Record #57065

5. Use of the Easement. The Declarant shall construct the private drive to be an all weather, improved surface, driveway, allowing for vehicular traffic movement in two directions. Each of the Benefitted Parcels may use the private drive for its motor vehicular and pedestrian traffic. Any construction or repair of a point of entry shall not unreasonably interfere with the use of the Easement by other Benefitted Parcels. The Declarant may erect such identification and traffic signs, as it shall elect, within the Easement. No Benefitted Parcels shall be entitled to have any signage erected within the Easement without the prior written approval of the Declarant. Any signage shall meet all requirements of Olive Township. No parking of vehicles shall be permitted within the Easement without the approval of Declarant.

The Easement is intended for the use of customary traffic of the Benefitted Parcels. It shall not be used for heavy duty vehicles such as construction equipment or moving equipment without the prior express permission of the Declarant. To the extent the owner, occupier, customer or invitee of a Benefitted Parcel damages the Easement through the use of heavy equipment, vehicles or otherwise the owner of that Benefitted Parcel shall be solely responsible for paying the cost of repairing the damage. The use of the Easement shall be restricted as stated in this Declaration. The use of the Easement by the Benefitted Parcels shall not be assigned or extended by the owners of the Benefitted Parcels to any other parcels of property without the prior written consent of the Declarant. The Declarant may extend the right to use the Easement to such other parcels of property as it shall elect and shall give written notice of such extension by recording a document with the Ottawa County Register of Deeds that the Easement has been extended to their use.

6. Maintenance of the Easement. The private drive shall have an asphalt or cement surface and shall be resurfaced as needed to maintain it in good quality and in accordance with any required standards of Olive Township. The shoulders of the private drive shall be landscaped with grass and/or other plantings and shall be maintained in a neat condition. The private drive surface shall be plowed of snow and ice to keep it passable in winter.

X The Benefitted Parcels shall each pay their prorata share of the cost for all maintenance and repair for the private drive easement. The costs of maintenance and repair shall include any costs of repairing and patching the road, resurfacing it, maintaining the shoulders and the landscaping along the shoulders and snowplowing or other services involving the road. If an owner of a Benefitted Parcel shall fail to pay their prorata share, the amount of the expenditures owed by that party together with interest at the maximum legal rate, plus costs and reasonable attorneys' fees necessary to collect the amount owed, shall automatically become a continuing lien upon that Benefitted Parcel which lien shall be superior to all claims to such parcel except a purchase money or a prior mortgage on the

Benefitted Parcel and shall also be an enforceable personal obligation against the owner of the Benefitted Parcel. The lien may be recorded against title to the Benefitted Parcel of the party from whom payment is claimed and may be foreclosed by judicial proceedings or by advertisement by power of sale which is hereby deemed to be granted, in any manner now or in the future permitted by law or in equity with respect to mortgage liens. The proceeds received at such sale shall be distributed first to pay the lien and all costs and expenses of collecting the lien being foreclosed upon, interest and reasonable attorneys' fees, and any surplus shall be distributed in accordance with applicable law.

7. Interest in Realty. This Easement is for the use and benefit of the Benefitted Parcels shall be an appurtenance to the Benefitted Parcels, shall burden the Burdened Parcel, shall run with the land and be an interest in realty, and shall be binding upon and inure to the benefit of the owners and occupiers of the Benefitted and Burdened Parcels, their respective transferees, successors and assigns.

8. Indemnity. The owner of each of the Benefitted Parcels shall indemnify and hold the owners of the fee underlying the Easement harmless from all claims, judgments, costs and expenses (including attorney fees) arising in connection with or as a direct or indirect result of the exercise of the rights of use granted in this Declaration, including, without limitation, from any claim based upon injury to employees or contractors which is related in any way to the operation, use or travel on the private drive or to any other activity by the owner of a Benefitted Parcel or its employees, agents, contractors, lessees, invitees or licensees in, on or around the Easement or the Premises; and the owner of each of the Benefitted Parcels agrees to acquire liability insurance insuring their use of the Easement which insurance shall benefit and protect each of the owners of the fee underlying the Easement.

9. Declarant Interest and Change in Benefitted Parcels. At such time the Declarant has completed the development of the Premises so that it is no longer involved in the development or construction of the Premises, it shall, by notice recorded at the Ottawa County Register of Deeds office convey and assign its interest as Declarant under this Declaration to the Hidden Acre Condominium Association and the owners of Lots A through G which shall then retain and hold any interest possessed by the Declarant under this Declaration. The Declarant reserves the right to amend this Declaration to provide for adjustment of the Easement and to change the Benefitted Parcels, as it may elect in conjunction with the development of the Premises. Any such amendment of the Easement by the Declarant shall not alter in a material manner the rights established by this Easement in behalf of any of the Benefitted Parcels.

10. Dedication as Public Road. The Declarant may dedicate the Easement to be a public road at a future date. In the event the Easement is dedicated to be a public road and accepted by the required local governmental authorities, this Easement shall terminate and be of no further force or affect.

11. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, heirs, executors, administrators and personal representatives.

12. Notices. All notices under this Easement shall be in writing and shall be sent by first class mail or facsimile or other electronic transmission to the owner of the respective parcel at the owner's mailing address, or to such alternative address as the owner or a party acting in behalf of the owner of a parcel may designate under this Declaration.

13. Modifications. No modification, alteration or amendment to this Easement shall be binding unless it is in writing and signed by all parties who have an interest in either the Burdened or the Benefitted Parcels.

14. Governing Law. This Easement shall be governed by and interpreted in accordance with the laws of the State of Michigan. Venue for any action brought under this Easement shall lie in Ottawa County, Michigan.

15. Effective Date. This Easement shall be effective as of the date and year first written above.

Witnesses:

Margaret Kramer
* Margaret Kramer

Andrea J. Schulte
* Andrea J. Schulte

Declarant:

Philip D. Stegenga
Philip D. Stegenga

Jo Lin Stegenga
Jo Lin Stegenga

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

The foregoing document was acknowledged before me this 26th day of August, 1999, by Philip D. Stegenga and Jo Lin Stegenga, husband and wife.

Margaret A. Kramer
*

Notary Public, Ottawa County, Michigan

My commission expires: 7-21-2001

Prepared by:

William K. Van't Hof, Esq.

✓ Varnum, Riddering, Schmidt & Howlett ✓

P.O. Box 352

Grand Rapids, MI 49501

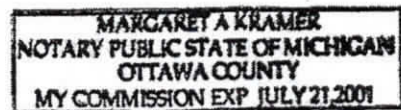


EXHIBIT A

HIDDEN ACRES -PHASE I

Part of the NE 1/4 of Section 31, T6N, R15W, Olive Township, Ottawa County, Michigan, described as: Commencing at the NE corner of said Section; thence S01°12'27"W 608.92 feet along the East line of said Section to the Point of Beginning; thence N88°31'17"W 394.93 feet; thence Westerly 82.17 feet along a 283.00 foot radius curve to the left, the chord of which bears S83°09'37"W 81.88 feet; thence N15°09'29"W 99.31 feet; thence N01°28'55"E 208.64 feet; thence N88°31'05"W 51.39 feet parallel with the North line of said Section; thence S74°03'55"W 315.99 feet; thence Northwesterly and Southwesterly 154.60 feet along a 60.00 foot radius curve to the left, the chord of which bears N89°45'13"W 115.25 feet; thence N73°34'20"W 247.47 feet; thence N01°10'25"E 192.24 feet; thence N88°31'05"W 115.00 feet; thence S01°10'25"W 1162.60 feet along the West line of the NE 1/4 of the NE 1/4 of said Section; thence S88°34'48"E 978.68 feet along the South line of the NE 1/4 of the NE 1/4 of said Section; thence N01°28'43"E 664.58 feet; thence S88°31'17"E 343.05 feet; thence N01°12'27"E 66.00 feet along the East line of said Section to the Point of Beginning. Subject to highway Rights-of-Way for 136th Avenue over the most Easterly 33.00 feet thereof.

EXHIBIT B

PARCEL "A": Part of the NE 1/4 of Section 31, T6N, R15W, Olive Township, Ottawa County, Michigan, described as: Commencing at the NE corner of said Section; thence S01°12'27"W 317.00 feet along the East line of said Section to the Point of Beginning; thence continuing S01°12'27"W 291.92 feet along the East line of said Section; thence N88°31'17"W 194.38 feet; thence N01°28'43"E 291.93 feet; thence S88°31'05"E 193.00 feet parallel with the North line of said Section to the Point of Beginning.

PARCEL "B": Part of the NE 1/4 of Section 31, T6N, R15W, Olive Township, Ottawa County, Michigan, described as: Commencing at the NE corner of said Section; thence S01°12'27"W 674.92 feet along the East line of said Section to the Point of Beginning; thence continuing S01°12'27"W 644.24 feet along the East line of said Section; thence N88°34'48"W 346.10 feet along the South line of the NE 1/4 of the NE 1/4 of said Section; thence N01°28'43"E 344.59 feet; thence S88°31'17"E 150.00 feet; thence N01°28'43"E 300.00 feet; thence S88°31'17"E 193.05 feet to the Point of Beginning.

PARCEL "C": Part of the NE 1/4 of Section 31, T6N, R15W, Olive Township, Ottawa County, Michigan, described as: Commencing at the NE corner of said Section; thence S01°12'27"W 674.92 feet along the East line of said Section; thence N88°31'17"W 193.05 feet to the Point of Beginning; thence S01°28'43"W 300.00 feet; thence N88°31'17"W 150.00 feet; thence N01°28'43"E 300.00 feet; thence S88°31'17"E 150.00 feet to the Point of Beginning.

PARCEL "D": Part of the NE 1/4 of Section 31, T6N, R15W, Olive Township, Ottawa County, Michigan, described as: Commencing at the NE corner of said Section; thence S01°12'27"W 608.92 feet along the East line of said Section; thence N88°31'17"W 194.38 feet to the Point of Beginning; thence N01°28'43"E 291.93 feet; thence N88°31'05"W 150.00 feet parallel with the North line of said Section; thence S01°28'43"W 291.94 feet; thence S88°31'17"E 150.00 feet to the Point of Beginning.

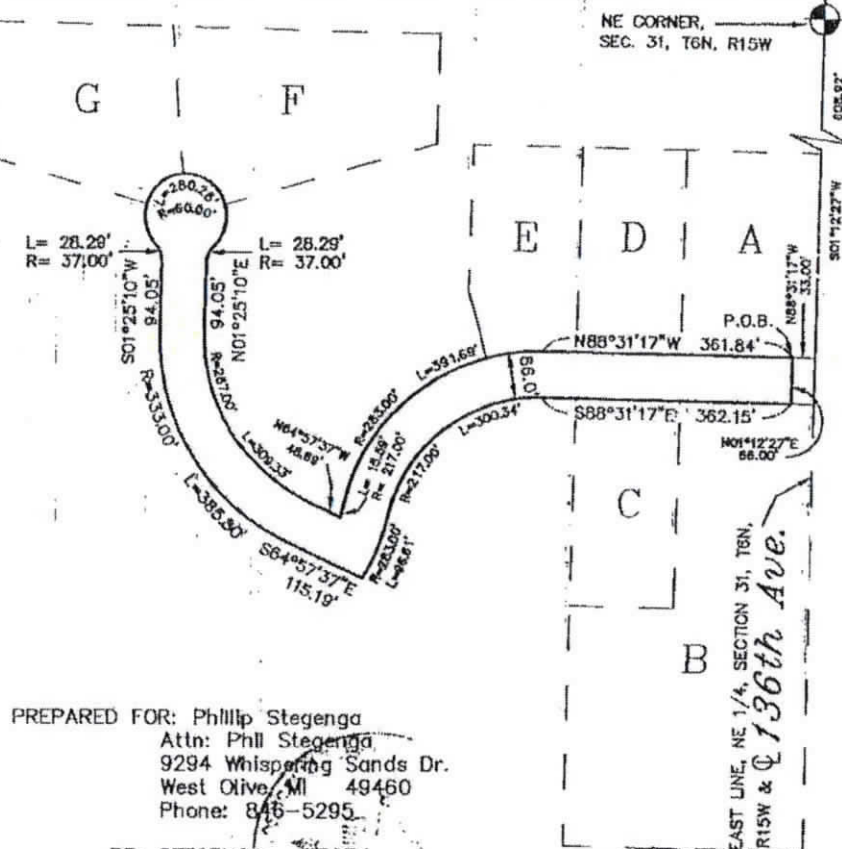
PARCEL "E": Part of the NE 1/4 of Section 31, T6N, R15W, Olive Township, Ottawa County, Michigan, described as: Commencing at the NE corner of said Section; thence S01°12'27"W 608.92 feet along the East line of said Section; thence N88°31'17"W 344.38 feet to the Point of Beginning; thence continuing N88°31'17"W 50.55 feet; thence Westerly 82.17 feet along a 283.00 foot radius curve to the left, the chord of which bears S83°09'37"W 81.88 feet; thence N15°09'29"W 99.31 feet; thence N01°28'55"E 208.64 feet; thence S88°31'05"E 160.00 feet parallel with the North line of said Section; thence S01°28'43"W 291.94 feet to the Point of Beginning.

PARCEL "F": Part of the NE 1/4 of Section 31, T6N, R15W, Olive Township, Ottawa County, Michigan, described as: Commencing at the NE corner of said Section; thence S01°12'27"W 317.00 feet along the East line of said Section; thence N88°31'05"W 554.39 feet parallel with the North line of said Section to the Point of Beginning; thence S74°03'55"W 315.99 feet; thence Northwesterly 81.98 feet along a 60.00 foot radius curve to the left, the chord of which bears N55°04'38"W 75.75 feet; thence N04°13'05"W 212.89 feet; thence S88°31'05"E 385.00 feet parallel with the North line of said Section; thence S01°10'25"W 159.00 feet parallel with the West line of the NE 1/4 of the NE 1/4 of said Section to the Point of Beginning.

PARCEL "G": Part of the NE 1/4 of Section 31, T6N, R15W, Olive Township, Ottawa County, Michigan, described as: Commencing at the NE corner of said Section; thence S01°12'27"W 317.00 feet along the East line of said Section; thence N88°31'05"W 554.39 feet parallel with the North line of said Section; thence S74°03'55"W 315.99 feet; thence Northwesterly 81.98 feet along a 60.00 foot radius curve to the left, the chord of which bears N55°04'38"W 75.75 feet to the Point of Beginning; thence N04°13'05"W 212.89 feet; thence N88°31'05"W 271.00 feet parallel with the North line of said Section; thence S01°10'25"W 192.24 feet parallel with the West line of the NE 1/4 of the NE 1/4 of said Section; thence S73°34'20"E 247.47 feet; thence Northeasterly 72.63 feet along a 60.00 foot radius curve to the right, the chord of which bears N51°06'16"E 68.27 feet to the Point of Beginning.

LIBRARY 2709 JAN 269

EXHIBIT C



PREPARED FOR: Phillip Stegenga
Attn: Phil Stegenga
9294 Whispering Sands Dr.
West Olive, MI 49460
Phone: 846-5295

RE: STEGENGA - 136TH



Scale 1" = 200'

- D = Description dimension
- M = Measured dimension
- P = Platted dimension
- = Set Iron stake
- = Found Iron stake
- x- = Fence Line

This sketch was made from the legal description shown above. The description should be compared with the Abstract of Title or Title Policy for accuracy, easements and exceptions.

Description: Part of the NE 1/4 of Section 31, T6N, R15W, Olive Township, Ottawa County, Michigan described as: Commencing at the NE corner of said Section; thence S01°12'27"W 608.92 feet along East line of said Section; thence N88°31'17"W 33.00 feet to the Point of Beginning; thence continuing N88°31'17"W 361.84 feet; thence Southwesterly 391.69 feet along a 283.00 foot radius curve to the left, the chord of which bears S51°49'41"W 361.17 feet; thence Southerly 15.59 feet along a 217.00 foot radius curve to the right, the chord of which bears S14°14'06"W 15.58 feet; thence N64°57'37"W 48.69 feet; thence Northwesterly 309.33 feet along a 267.00 foot radius curve to the right, the chord of which bears N31°46'14"W 292.32 feet; thence N01°25'10"E 94.05 feet; thence Northerly 28.29 feet along a 37.00 foot radius curve to the right, the chord of which bears N23°19'26"E 27.61 feet; thence Northerly, Westerly and Southerly 280.25 feet along a 60.00 foot radius curve to the left, the chord of which bears N88°34'50"W 86.60 feet; thence Southerly 28.29 feet along a 37.00 foot radius curve to the right, the chord of which bears S20°29'07"E 27.61 feet; thence S01°25'10"W 94.05 feet; thence Southeasterly 385.80 feet along a 333.00 foot radius curve to the left, the chord of which bears S31°46'14"E 364.58 feet; thence S64°57'37"E 115.19 feet; thence Northerly 96.91 feet along a 283.00 foot radius curve to the left, the chord of which bears N21°57'24"E 96.14 feet; thence Northeasterly 300.34 feet along a 217.00 foot radius curve to the right, the chord of which bears N51°49'41"E 276.94 feet; thence S88°31'17"E 362.15 feet; thence N01°12'27"E 66.00 feet along the Westerly right-of-way for 136th Avenue to the Point of Beginning.

By Randal J. Vugteveen
Randal J. Vugteveen Licensed Professional Surveyor No. 28429

nederveld associates, inc.
engineering • surveying

Grand Rapids Location Ph. (616) 660-6190 Fax 669-8899
P.O. Box 10, 5570 32nd Avenue, Hudsonville, Michigan 49426
Holland Location Ph. (616) 363-0440 Fax 362-3540
575 E. 16th Street, Holland, Michigan 49423
Norton Shores Location Ph. (616) 733-4114 Fax 733-5303
374 Seminole Road, Norton Shores, Michigan 49444
File No. 977687Mandb Date: 8-3-99 by CMK

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