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**THIRD AMENDMENT TO, AND
REVISION AND RESTATEMENT OF,
HIDDEN CREEK
DECLARATION OF RESTRICTIONS**

HIDDEN CREEK LOT OWNERS ASSOCIATION, a Michigan not-for-profit corporation, of P.O. Box 503, Spring Lake, Michigan 49456 (the "Association"), desiring to maintain certain building and use restrictions and related terms and provisions upon the following described lots and adjoining areas owned by the Association in Grand Haven Township, Ottawa County, Michigan (the "Lots"), hereby amends, revises and restates in its entirety that certain Hidden Creek Declaration of Restrictions (the "Declaration") dated November 1, 1995, recorded December 13, 1995 in Liber ²⁰²⁷2017 Page 238, Ottawa County Michigan Records as previously amended by the First Amendment thereof dated July 15, 1999, recorded July 21, 1999 in Liber 2680 Page 463 Ottawa County Michigan Records, as previously amended by the Second Amendment thereof dated December 7, 2004, recorded December 8, 2004, in Liber 4722 Page 409 Ottawa County Michigan Records, as provided in Section 12.2 of the Declaration:

Lots 1 to 34, both inclusive, of Hidden Creek being part of Section 10, Town 7 North, Range 16 West, Grand Haven Township, Ottawa County, Michigan, according to the plat thereof recorded in the Ottawa County, Michigan records.

ALSO,

Lots 35 through 68, both inclusive, of Hidden Creek No. 2, being part of the NW1/4, Section 10, Town 7 North, Range 16 West, Grand Haven Township, Ottawa County, Michigan, according to the plat thereof recorded in the Ottawa County Michigan records.

ALSO,

Lots 69 through 82, both inclusive, of Hidden Creek No. 3, being part of the NW1/4, Section 10, Town 7 North, Range 16 West, Grand Haven Township, Ottawa County, Michigan, according to the plat thereof recorded in the Ottawa County Michigan records.

NOW, THEREFORE, it is hereby declared that the Hidden Creek 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. No one story residence will be constructed with a fully enclosed first floor area of less than one thousand two hundred (1,200) square feet, exclusive of carport, garage, and open porches. No one and one-half or two story residence will be constructed on any Lot with a fully enclosed floor area of less than one thousand four hundred (1,400) square feet, exclusive of carport, garage and open porches, including a fully enclosed first floor area of not less than eight hundred (800) square feet, exclusive of carport, garage and open porches. 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 shall be considered a basement level. No mobile home, tent, shack, barn, temporary building, outbuildings, or guest house will be erected on any of the Lots without the prior written approval of the Association.

1.2 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 Association, as successor to the original Developer, Hidden Creek Development L.L.C., a Michigan limited liability company. It is the intention of the Association that all of the homes being constructed in Hidden Creek will be constructed by a single builder to maintain the planned architectural consistency, who was, and is expected to remain, the David C. Bos Construction Company. 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 and grass seeding, and landscaping must be completed within one year from the start thereof, provide that the Association may extend such time when in the Association's opinion conditions warrant an extension.

1.3 Garages and Outbuildings. Garages, which will be for the use only of the occupants of the residence to which they are appurtenant, must be attached to the residence. No garage or other outbuilding 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 or other outbuilding is placed or erected upon the Lot.

1.4 Walls and Fences. No wall or fence of any height will be constructed on any Lot until after the height, type, design, and approximate location therefor will have been approved in writing by the Association. 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 Association.

1.5 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 its being fully completed. Nor will any residence, when

completed, be in any manner occupied until made to comply with the approved plans and all of the Restrictions.

1.6 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 of the surrounding Lots will be considered a substantial change.

1.7 Soil from Excavation. All soil to be removed from any of the Lots either by grading or by excavation may, at the option of the Association, become the property of the Association and when removed shall, at the Lot owner's expense, be placed by the owner of the Lot in such place or places within Hidden Creek as the Association may designate.

1.8 Topsoil. The Association may provide topsoil to be used on some Lots that have inadequate topsoil. Any such topsoil provided will be without any warranty as to its quality or suitability for particular purposes. The owner of the Lot must spread any such topsoil in a level fashion for the yard on the Lot within 45 days of delivery.

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

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

1.11 Paved Areas. All driveways, driving approaches, and off street parking areas shall be surfaced with an asphalt, bituminous, or Portland cement binder pavement.

II. SETBACKS AND BUILDING LINES

2.1 Setback Lines. The location of any structure constructed on any Lot must satisfy the applicable setback requirements of the zoning ordinance of Grand Haven Charter Township, County of Ottawa, State of Michigan. It is anticipated these requirements will be as provided in any applicable planned unit development ordinance to be adopted. In the absence of an applicable planned unit development, the standard setback requirement will apply unless a variance for such location is obtained from the Zoning Board of Appeals of the Township of Grand Haven and, further, there is obtained a written consent thereto either from the Association or from the immediately adjoining Lot owners. In addition, no structure may be constructed on either Lot 1 or on Lot 34 within forty-five (45) feet of the adjoining Johnson Street.

2.2 Streamside Lots. No lawn or other grassy areas on any Lot adjoining the stream identified on the recorded plat of Hidden Creek as the Van Doorne Drain will be nearer than thirty (30) feet to the edge of the stream, or such greater distance as the Developer may have identified, or the Association may identify, as applicable to a particular Lot in a deed conveying the Lot, or other recorded additional restriction.

2.3 Swimming Pools. Swimming pools will not be nearer than five feet to any Lot line, and will not project with their coping more than two feet above the established grade. No above ground swimming pools will be permitted.

2.4 Walls, Fences and Hedges. Walls and fences may be erected with the approval contemplated by Section 1.4 and hedges grown but they will be no higher than four feet from the street to the building line and six feet from the building line to the rear property line, without the prior written consent of the Association.

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

III. USE RESTRICTIONS

3.1 Residential Use. The Lots are for single family residential purposes only. There will not exist on any Lot at any time more than one residence. No building or structure intended for or adapted to business purposes, and no apartment house, double house, lodging house, rooming house, halfway house, hospital, sanitarium or doctor's office, or any multiple family dwelling of any kind will be erected, placed, permitted, or maintained on any Lot. No improvement or structure whatever, other than a first class private dwelling house, patio walls, swimming pool, and customary outbuildings, may be erected, placed, or maintained on any Lot. No Lot will be used or occupied by other than a single family, its temporary guests and household employees and no Lot will be used for other than residential use.

3.2 Zoning. The use of any Lot and any structure constructed on any Lot must satisfy the requirements of the zoning ordinance of Grand Haven Township, County of Ottawa, State of 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 is obtained from the Zoning Board of Appeals of Grand Haven Township and further there is obtained a written consent thereto either from the Association or from the immediately adjoining Lot owners.

3.3 Nuisances. No owner of any Lot will do or permit to be done any act or condition upon his Lot which may be or is or may become a nuisance. No Lot 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 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 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. No weeds, underbrush, or other unsightly growths will be permitted to grow or remain upon any part of a Lot and no refuse pile or unsightly objects will be allowed to be placed or suffered to remain anywhere on a Lot. No firewood will be permitted to be stacked or stored outside of the garage on any Lot. In the event that any owner of any Lot will fail or refuse to keep a Lot free from weeds, underbrush, or refuse piles or other unsightly growths or objects, then the Association may enter upon the Lot and remove the same and such entry will not be deemed a trespass. The owner of the Lot shall reimburse the Developer all costs of such removal.

3.4 Animals. No animals, birds or fowl will be kept or maintained on any Lot, except dogs, cats and pet birds which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants but not for any commercial use or purpose.

3.5 Signs. No signs or other advertising will be displayed on any Lot unless their size, form, and number are first approved in writing by the Developer, except that one "For Sale" and/or on "Garage Sale" sign referring only to the Lot on which displayed and not exceeding two (2) square feet in size may be displayed without approval. A name and address sign, the design of which will be furnished to the Lot owner on request by the Association, will be permitted. Nothing herein will be construed to prevent the Association from erecting, placing, or maintaining signs and offices as may be deemed necessary by the Association in connection with the sale of Lots.

3.6 Letter and Delivery Boxes. The Association 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.

3.7 Trailers and Boats. No boats, boat trailers, other trailers, mobile homes, recreational vehicles or habitable motor vehicles of any nature will be kept on or stored on any Lot except within an enclosed garage without the prior written consent of the Association, except that a pleasure boat on its trailer may be temporarily parked or stored on a Lot for no longer than an aggregate of two weeks each year without prior written consent. No trucks or commercial type vehicles of any nature will be parked overnight on any Lot except in an enclosed garage without the prior written consent of the Association.

3.8 Mineral Extraction. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, placed, or permitted upon any Lot, nor shall 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. Rock, gravel, and/or clay will not be excavated or removed from any Lot for commercial purposes.

3.9 Hidden Creek Pond. No watercraft over twelve feet in length, nor any watercraft with a gasoline powered engine will be permitted at any time on Hidden Creek Pond or to be launched into Hidden Creek Pond from any Lot or any Common Area. Canoes, paddle boats and other watercraft and floating devices less than twelve feet in length will be permitted on Hidden Creek Pond only when in use and will not be permitted to be kept on the shoreline or in yards overnight. No docks, floating platforms or decks over the water will be permitted on any Lot on the Hidden Creek Pond. No fill will be used to extend a Lot beyond the shoreline of Hidden Creek Pond adjoining the Lot without the prior written consent of the Developer and any required permits from the Ottawa County Water Resource Management Office (formerly "Drain Commission" and the Michigan Department of Environmental, Great Lakes, and Energy (formerly "Michigan Department of Environmental Quality"). All Lot owners will have an easement to use the entire water surface of the Hidden Creek Pond, subject to rules and regulations adopted by the Association. No one except Lot owners will have any right to enter Hidden Creek Pond or use its surface, except the Ottawa County Water Resource

Management Office may enter the water and/or use the water surface to install, service and maintain drains. No one will be permitted on any land or dry area between Hidden Creek Pond and a Lot except the owner of such Lot and the owner's family members and invitees.

IV. UTILITIES AND RECEIVING DEVICES

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

4.2 Solar Panels and Satellite Dishes. Solar panel and satellite dish installation and location must be approved in writing by the Association prior to construction, which approval may be withheld in the sole discretion of the Association.

V. MICHIGAN DEPARTMENT OF ENVIRONMENTAL, GREAT LAKES, AND ENERGY (formerly Michigan Department of Environmental Quality) REQUIREMENTS

5.1 Flood Plain. The flood plain of Pottawattomie Bayou along the Grand River as it influences the Van Doorne Drain, as defined by Elevation 588.0 (NVG Datum), is shown on the final plat drawing. The flood plain encroaches on Lots 1 through 8 inclusive. To ensure that no further encroachment occurs and to protect future construction from flood damage, the following restrictions are imposed on building construction on any building used or capable of being used for residential purposes and occupancy within, or affected by, the flood plain:

A. Each building shall have lower floors, excluding basements, higher than the elevation of the contour defining the flood plain limits.

B. Each building shall have openings into the basement not lower than the elevation of the contour defining the flood plain limits.

C. Each building shall have basement walls and floors, below the elevation of the contour defining the flood plain limits, watertight and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the flood plain limits following methods and procedures outlined in Chapter 5, Type A construction and Chapter 6 for Class 1 loads found in "Flood Proofing Regulations" EP 1165 2 314 prepared by the Office of the Chief of Engineers, U.S. Army, Washington, D.C., June 1972. Figure 5, Page 14.5 of the regulation shows typical foundations, drainage and waterproofing details. This document is available at no cost from the Department of Natural Resources Land & Water Management Division, Stevens T. Mason

Building, P.O. Box 30028, Lansing, Michigan 48909¹, or Department of the Army, Corps of Engineers, Publications Depot, 890 South Pickett, Alexandria, Virginia 22304.

D. Each building shall be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the buildings.

E. Each building shall be properly anchored to prevent flotation.

F. No filling or occupation of the flood plain area will be allowed without the prior written approval of the Michigan Department of Environmental, Great Lakes, and Energy.

VI. OTTAWA COUNTY WATER RESOURCE MANAGEMENT OFFICE REQUIREMENTS

6.1 Minimum Elevations. To eliminate the potential of flooding from either back water of the Grand River or from Hidden Creek Pond, the following lots shall maintain the minimum lowest floor and/or opening elevation:

| Lot Number | Minimum Basement Floor Elevation | Minimum Building Opening Elevation |
|-----------------------|---|---|
| 1-5 | 592.0 | 592.0 |
| 6 | 592.3 | 592.3 |
| 7 | 592.5 | 592.5 |
| 8 | 592.7 | 592.7 |
| 9 | 593.0 | 593.0 |
| 10 | 593.5 | 593.5 |
| 11 | 594.1 | 594.1 |
| 12-19 | 593.5 | 593.5 |
| 20-23 | 594.0 | - |
| 24 & 25 | 594.5 | - |
| 26 | 594.0 | - |
| 27 | 593.5 | - |
| 28-30 | 592.5 | - |
| 31 | 592.0 | 595.0 |
| 32 & 33 | 592.0 | 594.5 |
| 34 | 592.0 | 592.0 |

6.2 Soil Erosion and Sedimentation Permits. For lots 1 through 19 inclusive and lot 34, a Soil Erosion and Sedimentation Permit, as required by Public Act 347 of 1972, shall be obtained.

¹ The State of Michigan have reorganized, and their environmental agencies are now housed in the Michigan Department of Environment, Great Lakes, and Energy. They are located in Constitution Hall, 525 West Allegan, P.O. Box 30473, Lansing, MI 48909. Their phone number is (517) 284-6700.

6.3 Erosion Control. For lots 20 through 33 inclusive, each individual parcel owner will be responsible for adopting erosion control measures necessary on each parcel to keep loose soil from construction activities out of the street or off adjacent parcels. If any sedimentation in the street, catch basins, or adjacent lots is the direct result of construction at a particular site, it is the responsibility of the parcel owner from which the erosion and sedimentation originated to have this cleaned up.

6.4 Lots 35 through 68. Ottawa County Water Resource Management Office Requirements. Article VI of the Declaration applied only to Lots in Hidden Creek No. 1. The following applies to Lots in Hidden Creek No. 2:

In accordance with section 280.433 of the Michigan Drain Code (Act 40 of the Public acts 1956, as amended) a special assessment drainage district has been created to provide for the maintenance of the Hidden Creek County Drain. The Drain District consists of all Lots within the plat, the boundary of which is shown on the attached Exhibit "A" (Liber 2680 Page 466, Ottawa County Records). At some time in the future, the Lots within the Drainage District will be subject to a special assessment for the improvement or maintenance of the Hidden Creek County Drain. The route of which is shown on the attached Exhibit "B" (Liber 2680 Page 467, Ottawa County Records).

Private Easements for the Hidden Creek County Drain have been granted to the Hidden Creek Drainage District. The rights and obligations of said easements are recorded with the Ottawa County Register of Deeds office.

Most of the Lots in the subdivisions are subject to the aforesaid private easements for drainage and/or storm water ponding. No development, grading, or construction is permitted within these private easements for drainage. This includes swimming pools, sheds, garages, patios, deck or any other permanent structure or landscaping feature that may interfere with the drainage system or pond. Each Lot owner will be responsible for maintaining the surface drainage system across his property.

It shall be the responsibility of the Lot owners and/or the Association to maintain the drainage system and ponds in a good, clean and serviceable condition including, but not limited to responsibility for fish and wildlife management, boating, swimming or other recreational uses, if any, algae or other vegetative controls and irrigation management. The Lot owners and/or the Association shall also be responsible for any and all claims, damages, demands, expenses, liabilities and losses of any character or nature whatsoever rising out of or resulting from the keeping and maintaining of the Hidden Creek drainage facilities.

The direction of flow for the surface drainage for all Lots is shown on the block grading plan, which is shown on the attached Exhibit "C" (Liber 2680 Page 468, Ottawa County Records). It is the Lot owner's responsibility to ensure that the final grading of the Lot is in accordance with the block grading plan. During the final lot grading and landscaping, the owner shall take care to ensure that

the installation of fences, plantings, trees and shrubs do not interfere with the surface drainage from one Lot onto the next Lot.

To eliminate the potential of structural damage due to flooding, seasonal high ground water, and from rear yard drainage from Hidden Creek Pond, the Lot owners shall keep the lowest door or window sill and/or basement floor above the minimum opening elevations listed below. For lots 52 through 68, inclusive, catchbasins have been provided to collect rear yard storm water runoff and the builder in setting the building opening elevation and the grading of the rear yard. Rear yard grading shall be done so that storm water will not collect in pockets but will flow across adjacent lots to the catchbasins provided. Under no circumstances shall any building have a minimum building opening elevation below 594.5. The elevations listed below are shown on the block grading plan, attached Exhibit "C" (Liber 2680 Page 468, Ottawa County Records), and are based on N.G.V. Datum and bench marks are located within the plat. For information on the location of current "bench mark" elevations, call Exxel Engineering at (616) 531-3660.

Minimum building opening and/or basement floor elevations for the following lots are:

| <u>LOT NUMBER</u> | <u>MINIMUM BASEMENT FLOOR ELEVATION</u> | <u>MINIMUM OPENING ELEVATION</u> |
|-------------------|---|----------------------------------|
| 35-51 | 593.5 | 593.5 |

For Lots 52 through 68 see preceding paragraph.

For Lots 35 through 51, inclusive a Soil Erosion and Sedimentation Permit, as required by Public Act 347 of 1972, shall be obtained.

For Lots 52 through 68 inclusive each individual Lot owner will be responsible for the erosion control measures necessary on each Lot to keep loose soil from their construction activities out of the street and off adjacent Lots. If any sedimentation in the street, catchbasins, or adjacent Lots is a direct result of construction for a particular site, it is the responsibility of that Lot owner to have this cleaned up.

Each Lot owner waives his claim against The Hidden Creek Drain District, Ottawa County Water Resource Management Office, its employees and agents, Grand Haven Township, the Engineer, the Developer and the Association from any and all claims, damage and obligation arising from the existence or operation of the drainage system.

Restrictions pursuant to the requirements of the Ottawa County Water Resource Management Office are to be perpetual and shall run with the land. Drain restrictions may not be amended or modified without prior written approval of the Ottawa County Water Resource Management Office and properly recorded at the Ottawa County Register of Deeds.

6.5 Lots 60 through 82. Ottawa County Water Resource Management Office Requirements.

Article VI of the Declaration applies only to Lots in Hidden Creek No. 1. The following applies to Lots in Hidden Creek No. 3:

In accordance with section 280.433 of the Michigan Drain Code (Act 40 of the Public Acts 1956, as amended) a special assessment drainage district has been created to provide for the maintenance of the Hidden Creek County Drain. The Drain District consists of all Lots within the plat. At some time in the future, the lots within the Drainage District will be subject to a special assessment for the improvement or maintenance of the Hidden Creek County Drain.

Private Easements for the Hidden Creek Drain and the Van Doorne County Drains have been dedicated to the Hidden Creek and the Van Doorne Drainage Districts. The location of the aforesaid easements are shown on the final plat.

All of the lots in the subdivision are subject to the aforesaid private easements for drainage and/or storm water ponding. No development, grading, or construction is permitted within these private easements for drainage. This includes, but is not limited to, swimming pools, sheds, garages, patios, decks, fences or any other permanent structure or landscaping feature that may interfere with the drainage system or pond. Each lot owner will be responsible for maintaining the surface drainage system across his property.

It shall be the responsibility of the lot owners and/or their association to maintain the drainage system and ponds in good, clean and serviceable condition including, but not limited to responsibility for fish and wildlife management, boating, swimming or other recreational uses, if any, algae or other vegetative controls and irrigation management. The lot owners and/or their association shall also be responsible for any and all claims, damages, demands, expenses, liabilities and losses of any character or nature whatsoever rising out of or resulting from the keeping and maintaining of the Hidden Creek drainage facilities.

The direction of flow for the surface drainage for all lots is shown on the block grading plan, Exhibit "A" (Liber 4722 Page 413 Ottawa County Records) attached hereto. It is the lot owner's responsibility to ensure that the final grading of the lot is in accordance with the block grading plan. During the final lot grading and landscaping, the owner shall take care to ensure that the installation of fences, plantings, trees and shrubs do not interfere with nor concentrate the flow of the surface drainage. No changes will be made in the grading of any drainage swale within the dedicated drainage easement, without prior written consent of the Ottawa County Water Resource Management Office.

To eliminate the potential of structural damage due to flooding/seasonal high ground water from rear yard drainage and the Van Doorne Drain and Hidden Creek pond, the lot owners shall keep the lowest door or window sill/ and/or basement floor above the minimum opening elevations listed below. The opening elevations listed below together with benchmarks set within the plat are shown on the block grading plan, attached Exhibit "A" (Liber 4722 Page 413 Ottawa County Records).

BM No. 1: Elev. 606.68

Top of SW flange bolt under "E" on hydrant @ Lot line 74 & 75

BM No. 2: Elev. 602.58

Top of SE flange bolt under "E" on hydrant @ Lot line 81 & 82

BM No. 3: Elev. 599.04

Top of E'ly flange bolt under "E" on hydrant @ NE'ly corner of Hidden Creek Court and Hidden Creek Drive

Minimums building opening and/or basement floor elevations for the following lots are:

| <u>LOT #</u> | <u>MIN. BASEMENT FLOOR ELEVATION</u> | <u>MIN. OPENING ELEVATION</u> | <u>LOT#:</u> | <u>MIN. BASEMENT FLOOR ELEVATION</u> | <u>MIN. OPENING ELEVATION</u> |
|--------------|--------------------------------------|-------------------------------|--------------|--------------------------------------|-------------------------------|
| 69 | 595.5 | 595.5 | 74-76 | 598.5 | 598.5 |
| 70 | 596.0 | 596.0 | 77-82 | 593.5 | 593.5 |
| 71 | 596.5 | 596.5 | | | |
| 72 | 597.0 | 597.0 | | | |
| 73 | 597.5 | 597.5 | | | |

For all lots a Soil Erosion and Sedimentation Permit, as required by Public Act 347 of 1972, shall be obtained.

Laundry facilities or other similar features shall not be connected to a footing drain or pump system discharging to footing laterals and the storm sewer system. Laundry facilities and interior sump pumps must be drained to the sewage disposal system.

All gutters and eave troughs with downspouts connected to an underground piping system shall be connected to the footing drain connection provided for that lot, if any, the street storm sewer system, or to be directed to a point in the rear yard so that the discharge point will not drain onto or adversely affect a neighboring lot. If none of these can be accomplished, then splash plates at the gutter downspouts near the residence will be the only alternative. De-chlorinated swimming pool water shall be drained to the footing drain, if provided, or directed into the street.

Each Lot owner waives his claim against The Hidden Creek Drain District, Ottawa County Water Resource Management Office, its employees and agents, Grand Haven Township, the Engineer, the Developer, and the Association from any and all claims, damages and obligation arising from the existence or operation of the drainage system.

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

VII. PRESERVATION AND CONSERVATION OF WETLANDS UNDER THE JURISDICTION OF THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL, GREAT LAKES, AND ENERGY²

7.1 Wetlands. The Association desires to preserve and protect certain lands within Hidden Creek designated as wetlands and accompanying vegetation therein. The fee simple estate to said lands shall be vested in the Lot owner within whose boundaries said lands shall lie. Said land shall remain substantially in its natural condition forever for the enjoyment of the owner thereof and the protection of the property values associated therewith unless changed with the prior written consent of the Association and any required permit from the Michigan Department of Environmental, Great Lakes, and Energy. Designated natural wetlands in Hidden Creek are located on portions of Lots 1 through 11, inclusive, on a portion of Lot 34, on portions of Lots 69 through 76, inclusive, and Hidden Creek Park No. 2.

7.2 Required Permits. Any of the following activities with the designated wetlands require a permit from the Michigan Department of Environmental, Great Lakes, and Energy. Under the Goemaere-Anderson Wetland Protection Act, Act 203 of 1979 (the "Act"):

- A. The placing of fill material in the wetlands.
- B. Dredging or removing soil or minerals from a wetland.
- C. Construction or development in a wetland other than a possible non-impact type activity or use such as those enumerated hereinafter.
- D. Drain surface water from a wetland.

7.3 Permitted Activities. Non-impact activities such as construction of a deck or floating dock over the wetlands, and bird houses (i.e. purple martin houses), may be allowed in said areas subject to the Act, and the obligation to fully comply with the terms of said Act are incorporated herein by reference.

² The State of Michigan have reorganized, and their environmental agencies are now housed in the Michigan Department of Environment, Great Lakes, and Energy. They are located in Constitution Hall, 525 West Allegan, P.O. Box 30473, Lansing, MI 48909. Their phone number is (517) 284-6700.

7.4 Exempt Non-Wetlands Areas. The restrictions enumerated in this Article VII shall apply only to those areas designated as wetlands under the terms of the Act. All residential building sites in Hidden Creek have sufficient lands which are not included in this restriction of the provisions of the Act for the erection of a single-family residence with the attached garage after complying with the setback and sideyard requirements enumerated herein and established by Grand Haven Township.

VII SUBDIVISION OF LOTS

8.1 Subdivision of Lots. No Lot will be subdivided except as approved by the Association.

IX LOT OWNER'S ASSOCIATION

9.1 Hidden Creek Lot Owners Association. Each owner of a Lot by the acceptance of a deed or a land contract for a deed, will thereby automatically become a member of the Hidden Creek Lot Owners Association, a Michigan nonprofit corporation originally organized by the Developer and now maintained and operated by the Association (the "Association"). The owner of each Lot will collectively have one vote for each Lot owned by voting Association members such as electing the Board of Directors. The owner of each portion of any subdivided Lot will have a fractional vote based on the square feet of the Lot included in each portion.

9.2 Common Areas. Areas or facilities owned or maintained by the Association for the common benefit or use of all Lot owners shall as park areas, Hidden Creek Pond, and common drainage structures and systems (the "Common Areas") will be subject to control by the Association. All of the individual Lot owners and members of their immediate families or their tenants or guests will have the right to use the Common Areas subject, however, to these Restrictions and to such rules and regulations covering the use thereof as may be set forth in the Articles of Incorporation and Bylaws of the Association or otherwise established by the Association. The Association shall keep and maintain the Common Areas in a good, clean and serviceable condition and in accordance with this Declaration and such other standards as are from time to time established by the Association. The Association shall also be responsible for supervising the construction, maintenance, repair and reconstruction of any improvements that may from time to time be placed upon the Common Areas and/or which service Hidden Creek generally, drainage structures and systems controlling drainage and/or water levels with Hidden Creek wherever located to the extent not maintained by others, and street lighting, street signs and entrance signs servicing Hidden Creek even if located in the public right of way to the extent not maintained by others. The Association may also purchase casualty and liability insurance as it determines appropriate in connection with the Common Areas and their operation. The minimum standard for maintenance of the drainage structures and systems shall be as established by the Ottawa County Water Resource Management Office, although it shall be the Association and not the Water Resource Management Office that shall be responsible for any and all claims, damage, demands, expenses, liabilities and losses of any character or nature arising out of or resulting from maintaining the drainage structures and systems in accordance with those minimum standards.

9.3 Dues and Assessments. Each Lot owner in accepting a deed or a land contract for a deed of any Lot, further agrees for himself, his heirs, successors and assigns to pay to the Association annual dues and any special assessments levied by the Association for that Lot, in such amount as may be determined by the Association for each year, 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 Common Areas (including aeration pumps, if any), 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. Costs of maintaining Hidden Creek Pond are, like the cost of maintaining all Common Areas, shared equally among all Lot owners and not only those with frontage on the Pond because the Pond enhances the environment and value of all Hidden Creek Lots. Notice of the amount and due date of the annual dues and any assessments will be given to each Lot owner, which notice may include delivery by email or other electronic means.

9.4 Collection of Assessments. Each Lot owner shall be obligated to pay all dues and assessments levied with regard to his Lot during the time that he is the owner thereof, and no Lot 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 owner in paying the dues or assessments, the Association may impose reasonable fines and/or charge interest up to the highest rate permitted by law (not exceeding fifteen percent [15%] per annum) on such dues or assessment from the due date thereof. Unpaid dues and assessments, together with such fines and interest, shall constitute a lien on the Lot prior to all other liens except sums unpaid upon a first mortgage of record recorded prior to the recording of any notice of lien by the Association.

Upon the sale of conveyance of a Lot, all unpaid dues and assessments against the Lot shall be paid out of the sale price by the purchaser in preference over any other assessment or charge. A purchaser or grantee shall 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 shall not be liable for, nor shall the Lot conveyed or granted be subject to a lien for any unpaid dues or assessments against the seller or grantor in excess of the amount set forth in such written statement. Unless 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 shall be liable for any unpaid dues or assessments against the Lot together with interest, costs, and attorney's 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 owner in default in dues or assessments upon seven (7) days written notice to such Lot owner. A Lot owner in default of dues or assessments shall not be entitled to vote at any meeting of the Association so long as such default continues.

9.5 Lien Foreclosures. In the event of default in payment of any of the Association dues or assessments, the Association, its successors and assigns, may file a notice of claim of lien in the office of the Register of Deeds, Ottawa County, Michigan, for the amount of the unpaid dues or assessments. The notice of claim of lien will state the amount of the unpaid dues or assessments, the legal description of the Lot affected thereby and the name of the delinquent member of the Association. The lien may be foreclosed against the Lot 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 may be collected from the Lot 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, shall be chargeable to the Lot owner in default. The lien of the Association will not have priority over a recorded first mortgage upon the Lot 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 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 for liability of any assessment thereafter becoming due or from the lien thereof.

9.6 Association as Successor to Developer Rights. So long as the Developer owns any Lots, 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 waivers as provided in these Restrictions to the Association at such time 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 had been named as Develop in this Declaration. At such time as the Developer has sold by deed or land contract all of the Lots, then whenever in this Declaration consent or approval of the Developer is required or permitted, such consent or approval will be obtained from the Association.

9.7 Association Lands. The park and any and all other lands within or adjoining Hidden Creek which are conveyed to the Association by the Developer to be Common Areas will be accepted by the Association as the property of the Association. The Association in consideration of such conveyance will pay any taxes and assessments levied by any governmental authority against said property.

X. ENFORCEMENT OF RESTRICTIONS

10.1 Remedies for Violations. In the event of a breach or attempted or threatened breach of any Restriction by any Lot owner, the Association and/or other Lot owners or any of them, shall be entitled

forthwith to full and adequate relief by injunction and all other such available legal and equitable remedies from the consequence 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 Association prior to commencement of construction by Article I were not approved by Association as required by Article I or are not being implemented as approved.

10.2 Costs to Enforce. All costs incurred in enforcing the Restrictions, including reasonable attorney's fees, will be reimbursed by the owner of the Lot or Lots in breach of the Restrictions to the Developer, Association or other Lot owners enforcing the Restrictions.

10.3 Payments and Liens. Payment for all reimbursable costs incurred as provided in this Declaration shall be due and payable thirty (30) days after receipt of a statement therefor, which statement shall 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, shall be a secured right and a lien therefor shall attach to the Lot, and improvements thereon, owned by the defaulting Lot owner. After written notice (which may include delivery by email or other electronic means) 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 shall 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.

10.4 Failure to Enforce. No delay or omission on the part of 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 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.

10.5 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.

XI. MISCELLANEOUS

11.1 Binding Effect. The Association hereby declares that this Declaration shall be binding upon the Association, its grantees, successors and assigns, and that the Restrictions created herein shall 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.

11.2 Waivers. Notwithstanding anything to the contrary herein, the Association, in its sole discretion, may waive or permit reasonable modifications of the Restrictions as applicable to particular Lots.

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

11.4 Amendment. Except as provided in Article XII, this Declaration may be amended, altered, modified by the affirmative vote of not less than fifty-one percent (51%) of the entire membership of the Association. Any approved amendment, restatement or revision to the Declaration will be recorded at the Register of Deeds, Ottawa County, MI, and authorized by Directors of the Association Board.

11.5 Notices. All notices, demands, requests, consents and approvals required or permitted under this Declaration shall be in writing and shall be given or served by (i) personal delivery or (ii) postage prepaid United States first class, registered or certified mail, return receipt requested, or (iii) via email or other electronic means, to the party at that party's last known address. Notice shall 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.

11.6 No Gift or Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Lots or other areas in Hidden Creek to the general public or for any public purposes whatsoever, it being the intention of the Association that this Declaration shall be strictly limited to the purposes herein specifically expressed.

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

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

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

XII AMENDMENT AND DURATION

12.1 Government Imposed Restrictions. The Restrictions imposed under Articles V, VI and VII by the Michigan Department of Environmental, Great Lakes, and Energy and the Ottawa County Water Resource Management Office are not subject to revision or deletion, shall run with the land and be observed in perpetuity, and shall not be amended without the prior written approval of the governmental entity which imposed the restriction.

12.2 Amendment. In addition to amendments made under Section 11.4, these Restrictions may be amended as follows:

- A. Amendments may be made without the consent of owners or mortgagees of Lots by the Association 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 any agency of the federal government or the State of Michigan or other third party.
- B. Amendments may be made without the consent of owners or mortgagees of Lots by the Association 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, or to either remove lands owned by Association which may be designated as subject to this Declaration or to add adjoining lands which may be designated as subject to this Declaration (including, as to adjoining lands added, imposing additional restrictions and/or modifying the effect of the Restrictions as applicable to such adjoining lands).

12.3 Notice of Amendments. Any amendment shall become effective ten days after notice of adoption of the amendment, together with a copy of the recorded amendment, is mailed to all Lot owners. Mailing may be by first-class mail through the U.S. Postal Service, or via email or other electronic means.

12.4 Duration. This Declaration will become effective upon the termination of the original twenty-five (25) year period (i.e. December 13, 2020), and will remain effective for a period of ten (10) years, after which time the effectiveness of this Declaration will be automatically extended for successive periods of ten (10) years.

IN WITNESS WHEREOF, the parties hereto have executed this *Third Amendment To, And Revision And Restatement Of, Hidden Creek Declaration of Restrictions* this 11th day of December, 2019.


HIDDEN CREEK LOT OWNERS ASSOCIATION

By: Susan Robertson
Susan Robertson, its President

By: Mary Koller
Mary Koller, its Secretary

STATE OF MICHIGAN)
) ss.
COUNTY OTTAWA)

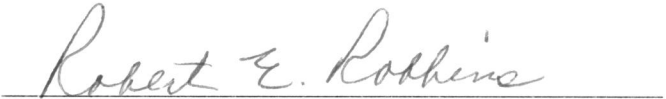
On this 11th day of December, 2019, before me, a Notary Public in and for said County, personally appeared Susan Robertson, President of the Hidden Creek Lot Owners Association, personally known to me to be the same person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.



Robert E. Robbins, Notary Public
Ottawa County, Michigan
My Commission Expires: September 17, 2024

STATE OF MICHIGAN)
) ss.
COUNTY OTTAWA)

On this 11th day of December, 2019, before me, a Notary Public in and for said County, personally appeared Mary Koller, Secretary of the Hidden Creek Lot Owners Association, personally known to me to be the same person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.



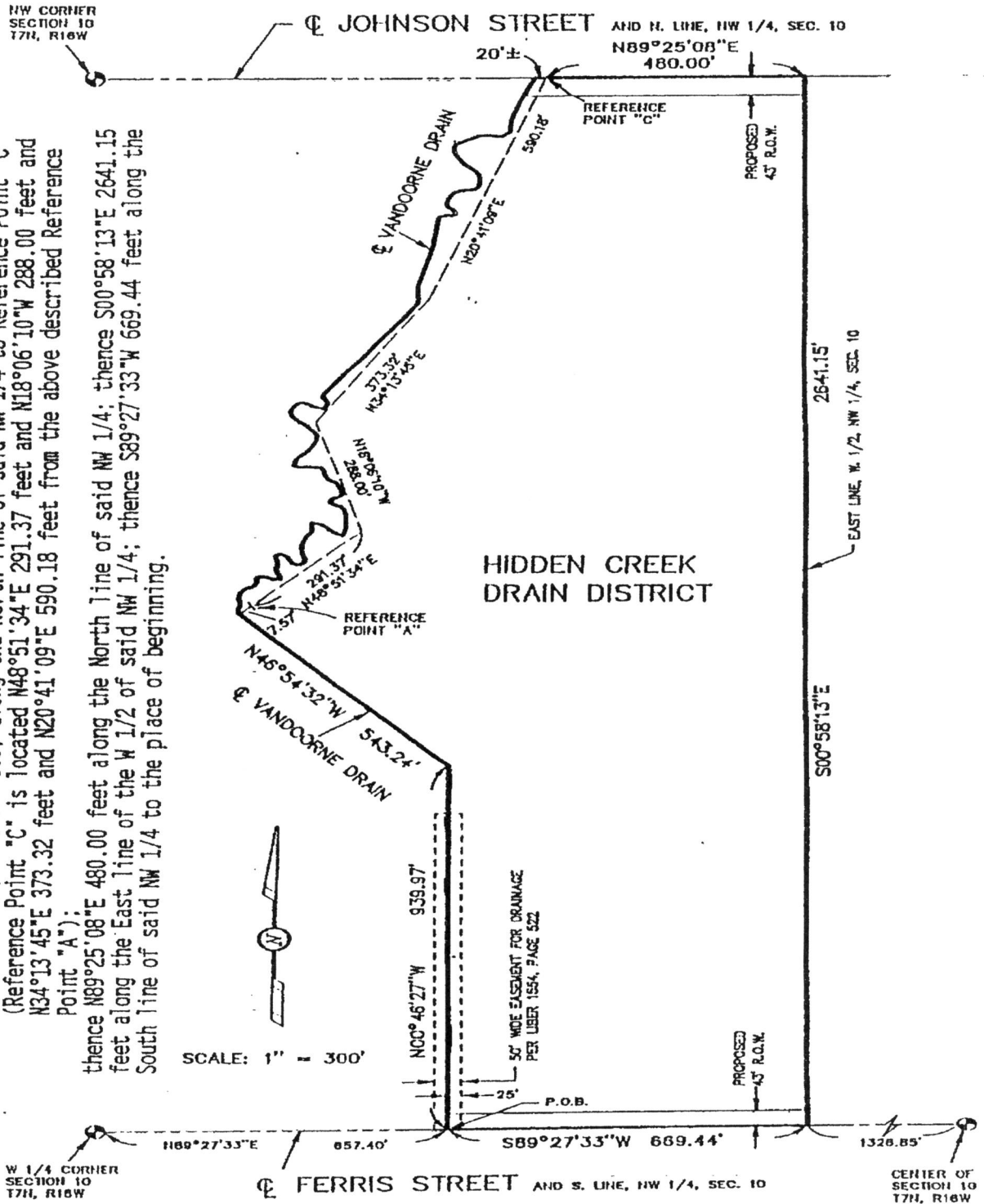
Robert E. Robbins, Notary Public
Ottawa County, Michigan
My Commission Expires: September 17, 2024


Drafted By:
Robert E. Robbins
Robert E. Robbins, P.C.
17034 Robbins Road, Suite 100
Grand Haven, MI 49417

EXHIBIT "A"

Description of Hidden Creek Drain District:

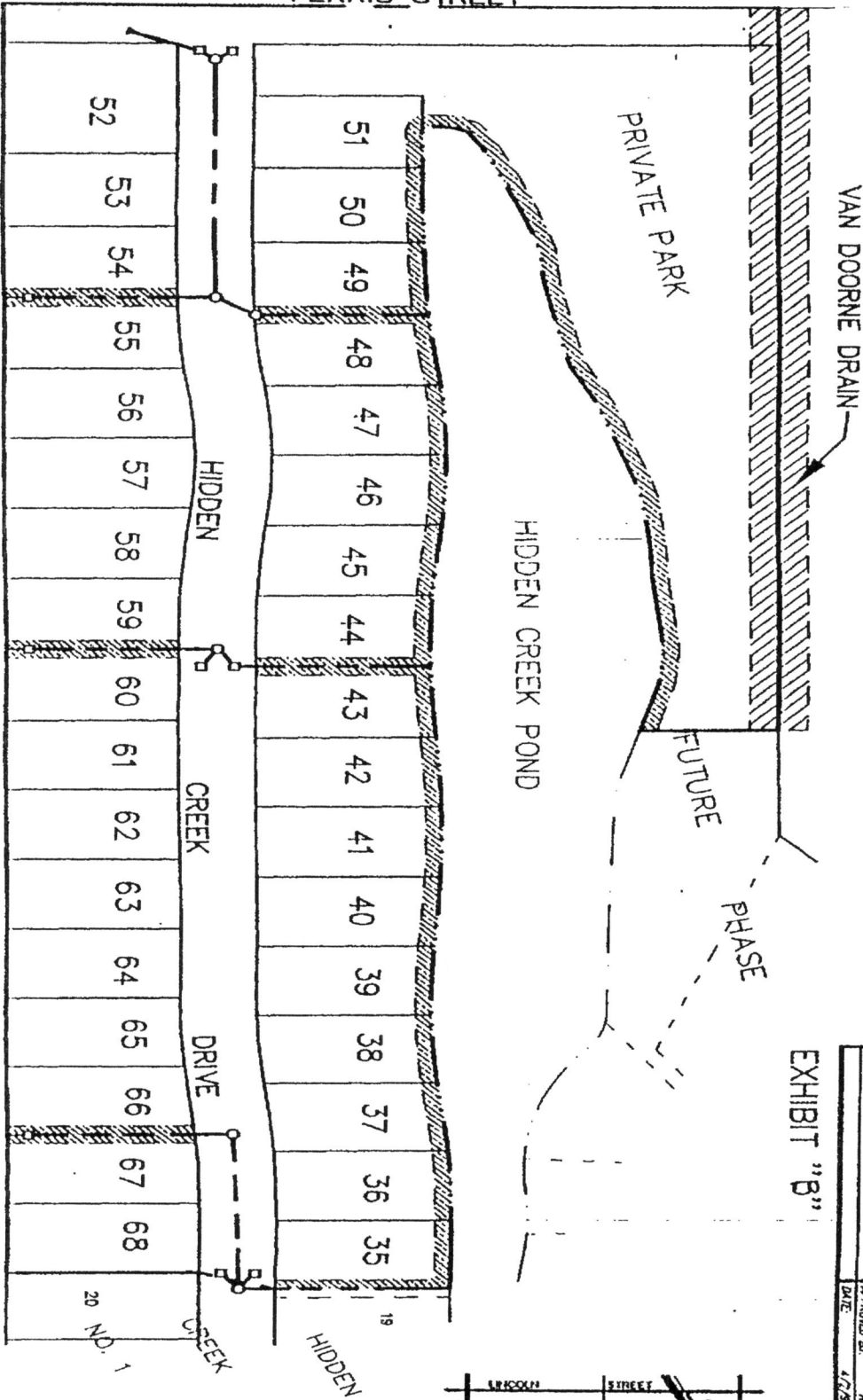
That part of the NW 1/4, Section 10, T7N, R16W, Grand Haven Township, Ottawa County, Michigan, described as: BEGINNING at a point on the South line of said NW 1/4, which is N89°27'33"E 657.40 feet from the W 1/4 corner of Section 10; thence N00°46'27"W 939.97 feet along the centerline of the Vandoorne Drain; thence N46°54'32"W 543.24 feet along said centerline of drain to a point which is S48°51'34"W 7.57 feet from Reference Point "A"; thence meandering Northerly along said centerline of drain to the North line of said NW 1/4; thence N89°25'08"E 20 feet, more or less, along the North line of said NW 1/4 to Reference Point "C". (Reference Point "C" is located N48°51'34"E 291.37 feet and N18°06'10"W 288.00 feet and N34°13'45"E 373.32 feet and N20°41'09"E 590.18 feet from the above described Reference Point "A"); thence N89°25'08"E 480.00 feet along the North line of said NW 1/4; thence S00°58'13"E 2641.15 feet along the East line of the W 1/2 of said NW 1/4; thence S89°27'33"W 669.44 feet along the South line of said NW 1/4 to the place of beginning.





exxel engineering inc.
 6252 CLYDE PARK, S.W. • GRAND RAPIDS, MI 49509-9724
 PHONE (616) 531-3660
 File No.: A911191E Date: September 19, 1995

FERRIS STREET



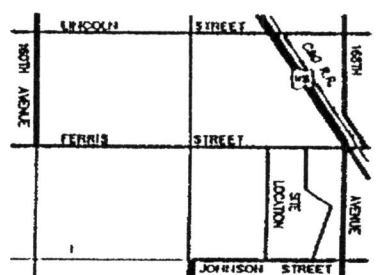
= PRIVATE EASEMENT FOR DRAINAGE TO THE HIDDEN CREEK DRAIN DISTRICT.
 = EXIST. DRAIN EASEMENT TO THE VAN DOORNE DRAIN
 = STORM SEWER ROUTE

FOR BENCH MARK INFORMATION
CONTACT EXCEL ENG. (531-3660)



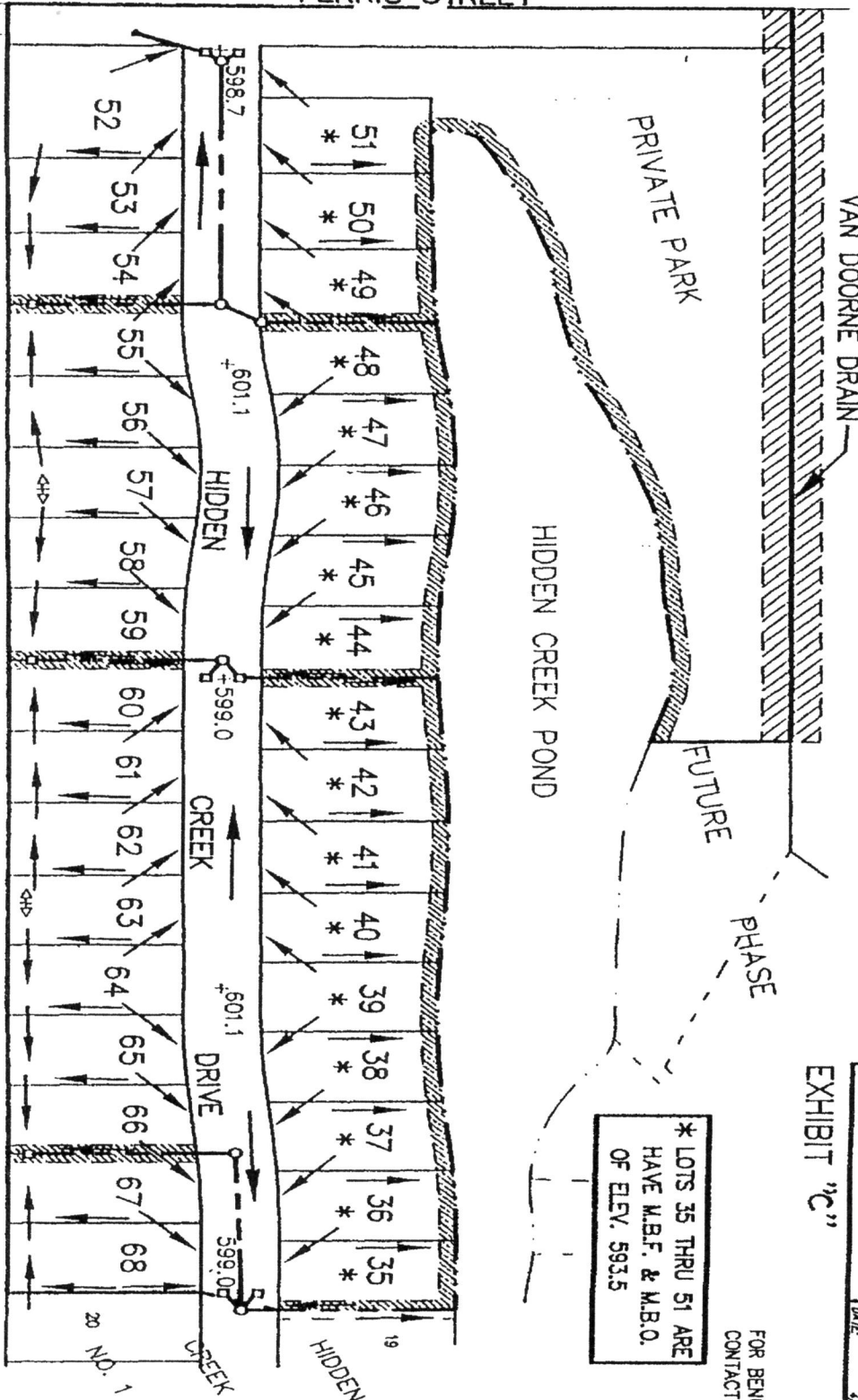
EXHIBIT "B"

| | |
|---|---|
| DRAIN ROUTE MAP | |
| HIDDEN CREEK NO. 2 | |
| IN: PART OF SEC. 10, T7N, R16W GRAND HAVEN TWP., OTTAWA COUNTY, MICHIGAN | |
| excel engineering inc. 552 OVE PARK ST. • GRAND RAPIDS, MI 49508 PHONE (616) 531-3660 | DESIGNER: DRAWN BY: DGB APPROVED BY: MK DATE: 4/2/99 FILE NO.: 982146 SHEET 1 OF 1 |



LOCATION MAP

FERRIS STREET

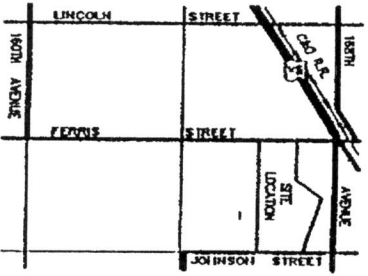


OVERLAND DRAIN ROUTE
 [Hatched pattern] = PRIVATE EASEMENT FOR DRAINAGE TO THE HIDDEN CREEK DRAIN DISTRICT.
 [Dashed line] = EXIST. DRAIN EASEMENT TO THE VAN DOORNE DRAIN

M.B.F. & = MINIMUM BASEMENT FLOOR AND MINIMUM BUILDING OPENING ELEV.
 [Symbol] = STORM SEWER ROUTE
 [Arrow] = DRAINAGE DIRECTION
 601.1 + = SPOT ELEVATIONS
 595.5 Δ = CRITICAL DRAINAGE ELEV.

* LOTS 35 THRU 51 ARE HAVE M.B.F. & M.B.O. OF ELEV. 593.5

FOR BENCH MARK INFORMATION CONTACT EXCEL ENG. (531-3660)



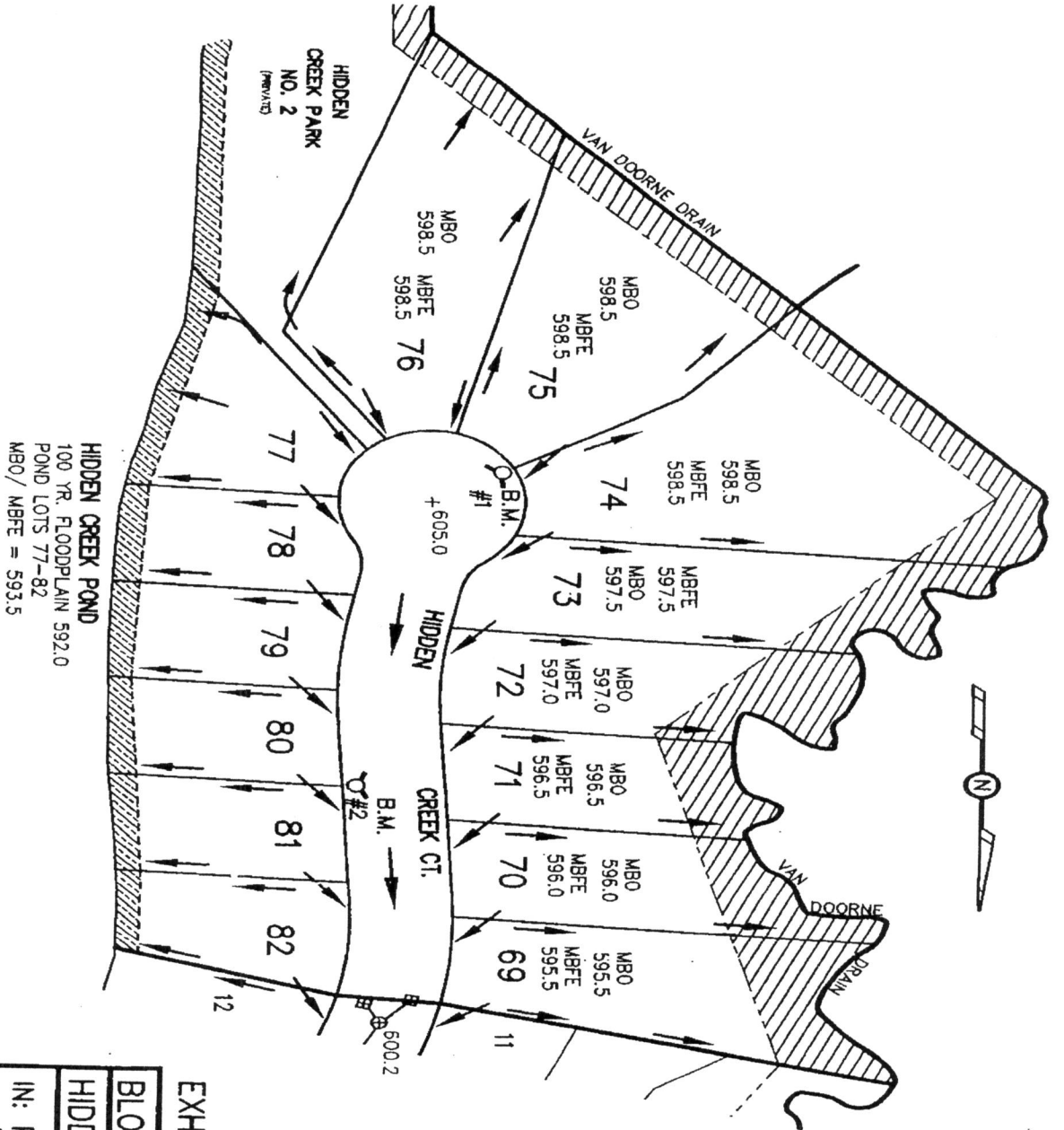
BLOCK GRADING PLAN
HIDDEN CREEK NO. 2

IN: PART OF SEC. 10, T7N, R16W
 GRAND HAVEN TWP., OTTAWA COUNTY, MICHIGAN

excels engineering inc.
 5825 DINE PARK ST. • GRAND HAVEN, MI 49539
 PHONE (616) 531-3860

| | | | |
|-------------|--------|----------|--------|
| DESIGN BY | 029 | FILE NO. | 962148 |
| APPROVED BY | MS | SHEET | 1 OF 1 |
| DATE | 4/2/99 | | |

EXHIBIT "C"



HIDDEN CREEK POND
100 YR. FLOODPLAIN 592.0
POND LOTS 77-82
MBO/ MBFE = 593.5

- ▨▨▨▨▨ = PRIVATE EASEMENT FOR DRAINAGE TO THE VAN DOORNE COUNTY DRAIN
- ▨▨▨▨▨ = PRIVATE EASEMENT FOR DRAINAGE TO THE HIDDEN CREEK DRAIN DISTRICT.
- M.B.O. = MINIMUM BUILDING OPENING ELEV.
- M.B.F.E. = MINIMUM BASEMENT FLOOR ELEV.
- = DRAINAGE DIRECTION
- 710.8 + = SPOT ELEVATIONS
- B.M. #2 = BENCH MARK LOCATIONS

EXHIBIT "A"

BLOCK GRADING PLAN

HIDDEN CREEK #3

IN: PART OF SEC. 10, T7N, R16W
GRAND HAVEN TWP., OTTAWA COUNTY, MI

REVISIONS



excel engineering inc.
320 CREEK PARK S.W. • GRAND HAVEN, MI 49609
PHONE (616) 531-3660

| | | | |
|--------------|-------|--------------|--------------|
| DESIGNED BY: | DATE: | APPROVED BY: | DATE: |
| DRAIN BY: | DATE: | FILE NO.: | SHEET 1 OF 1 |
| DATE: | DATE: | DATE: | DATE: |

