

EVERGREEN MEADOWS ASSOCIATION

DECLARATION OF RESTRICTIONS

WITNESSETH:

WHEREAS, the Board of Directors of the Evergreen Meadows Association which is located on certain real property located in Section 11 of Plainfield Township, T8N, RI IW, Kent County, Michigan, which is legally described as follows:

That part of the SE 1/4 of Section 11, T8N, RI IW, Plainfield Township, Kent County, Michigan, described as: Commencing at the East 1/4 corner of said Section 11; thence N89°30'06" W 1438.71 feet along the East-West 1/4 line of said Section to the PLACE OF BEGINNING; thence S 00°02'53" W 200.00 feet; thence S 89°30'06" E 132.00 feet to the east line of the NW 1/4 of the SE 1/4 of said Section; thence S 00°02'53" W 1129.11 feet along said east line to the north line of the SE 1/4 of the SE 1/4 of said Section; thence S 89°31'16" E 791.83 feet along said north line; thence S 00°00'00" W 786.07 feet, in part along the west line of Windwood Hills (Liber 65, Pages 11-12); thence N 90°00'00" W 244.67 feet (recorded as East 245 feet) along the north line of said Windwood Hills; thence N 89°32'26" W 547.80 feet along the north line of the south 540.83 feet of the SE 1/4 of said Section; thence N 00°02'53" E 119.17 feet along the east line of the West 1/2 of the SE 1/4 of said Section; thence N 89°32'26" W 1308.38 feet along the north line of the south 660.00 feet of the SW 1/4 of the SE 1/4 of said Section to the N-S 1/4 line of said Section; thence N 00°05'47" E along said line 669.56 feet; thence S 89°31'16" E 977.82 feet along the North line of the SW 1/4 of the SE 1/4 of said Section; thence N 00°02'53" E 929.23 feet; thence S 89°30'06" E 132 feet; thence N 00°02'53" E 400 feet; thence S 89°30'06" E 66.00 feet to the Place of Beginning. Subject to easements, restrictions and rights of way of record. This parcel contains 42.68 Acres more or less.

The Restrictions contained herein are implemented in order to maintain a high standard of quality, it is necessary to impose certain covenants, conditions, ad restrictions upon the use of the property that constitutes the Association.

NOW, THEREFORE, the Board of Directors hereby declares that all of the properties that are part of the Association and subject to these Restrictions shall be held, sold and conveyed subject to the following permanent easements, restrictions and covenants, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "**Association**" shall mean and refer to the Evergreen Meadows Association (or such other name as is designated by the Declarant), a nonprofit corporation to be organized under the provisions of Act 162 of the Public Acts of 1982, as amended, as well as its successors and assigns. The Association shall be organized by the Declarant at some time after this Declaration has been recorded and at such time as Declarant chooses in its sole discretion.

Section 2. "**Owner**" shall mean and refer to the record owner or land contract purchaser, whether one or more persons or entities, of the fee simple title to any lot or parcel that is a part of or created out of the Properties, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "**Properties**" shall mean and refer to the real property owned by the Members of the Association.

Section 4. "**Lot**" shall mean and refer to any lot within a plat created out of any portion of the Properties, any site condominium unit located on the Properties, or any parcel of land created within the Properties. It is anticipated that Declarant (or its successor) will create approximately eighty-eight (88) lots out of the Properties, but Declarant (or successors) shall have the discretion to create whatever number of lots it chooses.

Section 5. "**Board of Directors**" shall mean the Board of Directors of the Association.

Section 6. "**Declarant**" shall mean and refer to a majority of the members of the Association.

Section 7. "**Declaration**" shall mean this Amended and Restated Declaration of Restrictions, as it may be amended from time to time.

ARTICLE II

THE ASSOCIATION

Section 1. Creation of the Association. The Association was created as a nonprofit corporation referred to as the Evergreen Meadows Association. The Association shall have such authority, powers and duties as are delegated to it by this Declaration of Restrictions.

Section 2. Membership. Every Owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any lot.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any lot by acceptance of the deed or executing a land contract as purchaser therefor, whether or

not it shall be so expressed in such document, is deemed to covenant and agree to pay annual assessments to the Association as provided herein. The annual assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the Owner's lot and shall be a continuing lien upon the Owner's lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and to enforce this Declaration of Restrictions. No assessment or monies collected pursuant to this Article III shall be used by the Association or any of its members in any litigation or enforcement actions against the Declarant or its successors.

Section 3. Maximum Annual Assessment. For the first year after the Association is created, the maximum annual assessment shall be Thirty Dollars (\$30.00) per lot.

(a) Thereafter, the maximum annual assessment may be increased by the Association's Board of Directors each year thereafter by not more than ten percent (10%) above the maximum assessment for the previous year.

(b) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Annual Assessments; Due Dates. Annual assessments shall be made on a calendar year basis. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot by November 30 of each year. Written notice of the annual assessment shall be sent by December 15 to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 5. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid by January 30 of any year shall bear interest from the due date at the rate of seven percent (7%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose by advertisement (in accordance with the statute made therefor) the lien against the Owner's lot, and the Association shall also be awarded its actual attorneys' fees incurred in any enforcement or foreclosure actions. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse or abandonment of his or her lot.

Section 6. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 7. Exempt Property. No lot or land owned by the Declarant or Declarant's

successor developer shall be subject to any annual assessment.

Section 8. Use of Assessments Funds. If at any time, the Board of Directors intends to use more than 40% of the annual assessment funds for any reason (excluding emergency repairs), the Board of Directors shall submit the proposed expense to the members of the Association to approve by way of a majority vote of the members. Such vote may be taken electronically and does not necessitate a formal meeting.

ARTICLE IV

ARCHITECTURAL CONTROL

No house, building, fence, mailbox, aboveground utility, electrical lines or utility service, doghouse, dog run, outdoor wall, swimming pool, gazebo, outdoor barbecue or cooking area, deck, swing set, playhouse, or other structure ("**Proposed Structure**") shall be commenced, built, erected, utilized, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein ("**Proposed Alteration**") be made until the plans and specifications showing the nature, kind, shape, height, materials, color, grade, and location of the same shall have been submitted to and approved in writing as to aesthetics, compatibility, harmony of external design, and location in relation to surrounding structures and topography by the Architectural Control Committee. Additionally, no landscaping plants or structures shall be installed, planted, or utilized ("**Proposed Landscaping**") until a landscaping plan has been submitted to and approved by the Architectural Control Committee. The Board of Directors of the Association, or an Architectural Control Committee composed of three or more representatives appointed by the Board of Directors, shall constitute the Architectural Control Committee. The Architectural Control Committee's authority is limited to the requirements set forth in this Restatement. Hereinafter, a request to the Architectural Control Committee to approve a Proposed Structure, Proposed Alteration, and Proposed Landscaping will be referred to as an "**Architectural Proposal**."

Any Architectural Proposal shall be made in writing and submitted either i) using the then-current submission form found on the Association's online website, ii) via email to a member of the Architectural Control Committee, or iii) via mail delivered to the address of a member of the Architectural Control Committee. The Architectural Control Committee shall send confirmation of receipt of the request, and from that date of response shall have sixty (60) days to review the Proposed Alteration to ensure compliance with this Restatement. In considering any Architectural Proposal, the Architectural Control Committee will primarily consider conformity with harmony of design with the existing structures in the Association, adequacy and sustainability of construction, and preservation of the natural topography and features of the area and its orientation and aesthetic appeal. The Architectural Control Committee may publish guidelines from time to time setting forth the criteria it will consider in making decisions.

In the event the Architectural Control Committee fails to approve, disapprove, or approve with conditions such design and location in writing within sixty (60) days after the Architectural

Control Committee has given their notice of receipt, approval will be deemed given

and this Article will be deemed to have been fully complied with.

The Architectural Control Committee may upon a showing of practical difficulties grant variances from the terms and conditions herein (and the General Regulations listed as follows) but only to the extent and in such manner as not to violate the spirit and intent of the restrictions and regulations in this Declaration Restatement.

Notwithstanding anything to the contrary contained herein, this Article shall not apply to or restrict the general exterior maintenance of a house.

ARTICLE V

GENERAL REGULATIONS

Section 1. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats or subdivisions.

Section 2. Construction once commenced shall be completed ready for occupancy or use for the purpose for which constructed within eight (8) months after the date of the commencement of construction.

Section 3. All driveways, driveway approaches, and off-street parking areas, and sidewalks abutting a Lot shall be well-maintained at all times and shall be surfaced with brick or with an asphalt, bituminous, or portland cement binder pavement.

Section 4. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 5. No trailer or similar item shall be placed or stored outdoors on any lot, nor shall any trailers, boats, inoperable or unlicensed vehicles, motorcycles, snowmobiles, motor homes, or similar items be parked, kept, or stored on any lot except within a completely enclosed building. No such items shall be kept or stored outdoors.

Section 6. Except for the development of real estate and open houses or tours for new or redecorated houses, no lot or any portion of the Properties shall ever be utilized for any commercial, industrial, or business purpose or use.

Section 7. No lot shall be used for other than single-family residential purposes, and the common elements shall be used only for purposes consistent with the use of single-family residences. "Single-family" shall be given the definition ascribed to it by applicable law and may include an Owner's primary residence, secondary residence, or vacation residence. No business, commercial, manufacturing, or service shall be conducted on any lot, but Owners may maintain a business or professional library and make and receive business or professional telephone calls. For avoidance of doubt, the restrictions contained in this section are not intended to limit a Member's ability to work remotely or work from their home. The occupancy of all buildings shall be for dwelling purposes only.

Notwithstanding anything else contained within this document which might suggest otherwise, no land, dwelling, or accessory buildings may be used at any time for a short-term or vacation rental property. Owners may lease their land, dwelling, or accessory building(s) so long as such lease is for a period of twelve (12) consecutive months or more

at a time. All lessees shall be provided adequate notice of all restrictions and regulations contained herein. Owners who are leasing shall be held responsible for the actions of their tenants which are contrary to these Restrictions.

Section 8. No existing house or building shall be moved onto the Properties. No mobile homes, modular homes, metal buildings, pole barns, house trailers, prefabricated building, previously used buildings, or used exterior building materials shall ever be utilized, placed, or maintained on any lot.

Section 9. Each house shall have an attached garage. Each attached garage shall have a minimum capacity for two (2) cars and a maximum capacity of three (3) cars.

Section 10. No detached garage, shed, or accessory building shall be constructed or maintained on any lot unless architectural control approval is obtained for the structure and the Association Board of Directors consents thereto in writing.

Section 11. Each residential dwelling, exclusive of porches, garages, breezeways, decks, accessory buildings and basements, shall have a minimum square footage of finished floor space as follows:

Lots 90 and 91:

1 story	1200 square feet;
1 ½ story	1650 square feet; and
2 story or Tri-level	1800 square feet.

Lots 70-89 and 36-51:

1 story	1200 square feet;
1 ½ story	1650 square feet; and
2 story or Tri-level	1800 square feet.

Lots 10, 18-23, 25-30, 32-35, 53, 55-60:

1 story	1300 square feet;
1 ½ story	1800 square feet;
2 story or Tri-level	2000 square feet.

Lot 52:

2 story or Tri-level	2000 square feet.
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Lots 5, 6, 7, 9, 11, 61, and 65:

1 story	1400 square feet;
1 ½ story	1900 square feet;
2 story or Tri-level	2100 square feet.

Lots 1-4, 8 12-17, 24, 31, 54, 62-64, and 66-69:

1 story	1600 square feet;
1 ½ story	2200 square feet; and
2 story or Tri-level	2400 square feet.

Section 12. No structure or building shall be located closer than fifty (50) feet from the street right-of-way, except the setback may be reduced to twenty-five (25) feet for a side street setback. No structure or building shall be located within ten (10) feet of any side lot line or within thirty (30) feet of the rear lot line.

Section 13. Except as expressly provided for in this section, no fence shall be installed on any Lot.

Permanent fences shall only be allowed surrounding an in-ground pool that conforms to this Restatement, and as required by applicable law and approved via the Architectural Control Committee. Seasonal gardens and fencing will be approved via the Architectural Control Committee.

Temporary fences shall only be installed with approval via the Architectural Control Committee via the Architectural Proposal Process described in Article IV and shall adhere to the following guidelines:

- (a) Temporary Fences shall only be allowed for seasonal garden plots between May and October of any given year.
- (b) Seasonal garden plots should be no more than 200 sq feet.
- (c) All seasonal garden plots must be located on the side or back of a lot.
- (d) The fence must be temporary in nature and aesthetically pleasing.
- (e) All requests for seasonal garden plots must include photos and diagrams of the garden plot and proposed fencing to be considered for approval.

Section 14. Pets are allowed as permitted by applicable law and as outlined in the then current Plainfield Township rules and regulations. For purposes of this paragraph, a pet shall be defined as a cat or dog. No pet shall be allowed to run loose or to unreasonably disturb neighbors. Vicious or dangerous pets are not permitted. Farm, exotic, livestock, or non-domesticated animals (including, but not limited to, pigs, goats, horses, rabbits, sheep, and snakes) shall not be permitted or kept on any lot.

Section 15. No platted lot or parcel once created shall be further split or subdivided unless approved beforehand in writing by the Association. Additionally, no lot may be further divided unless in conformity with Section 263 of 1967 PA 288, as amended.

Section 16. No solar panel may be installed on any Lot until the type, design, and location of the solar panel has been approved in writing by the Architectural Control Committee via the Architectural Proposal Process described in Article IV and shall adhere to the following guidelines:

- (a) All requests for solar panels and satellite dishes must include photos and detail design, size, location, screening (if applicable) and color to be considered for approval.
- (b) All solar panels and satellite dishes must be installed on a roof
- (c) All wiring must be covered, and no exposed cabling shall be viewable.
- (d) Satellite dishes must not obstruct a neighbor's view.

To the extent required by applicable law, the Architectural Control Committee's regulations shall not unreasonably impair an Owner's installation, maintenance, or use of a satellite dish or solar panels.

Section 17. No lot or portion of the Properties shall be used, nor shall any building or structure be built or utilized unless such structures and uses comply with the zoning regulations of Plainfield Township, Kent County, Michigan (or variance thereunder), and all other applicable local laws that are in effect at the time of the contemplated use or construction of the structure or building.

Section 18. Above-ground swimming pools are not permitted on any lot. All swimming pools must be in-ground pools.

Section 19. Except for trees that are clearly dead, no tree with a trunk in excess of four (4) inches in diameter shall be cut down or removed from any lot unless such removal beforehand is approved in writing by the Architectural Control Committee. Notwithstanding this paragraph, trees may be removed within an area extending ten (10) feet from any house and extending five (5) feet from any driveway without Architectural Control Committee approval, except no evergreen trees within seven (7) feet of a rear lot line or side lot line shall be removed.

Section 20. Concrete sidewalks must be installed by each Owner within the right-of-way of all streets along each lot with construction according to Plainfield Township and the Kent County Road Commission specifications. Owners shall keep the sidewalk in reasonable repair and condition at all times.

Section 21. It is anticipated that Plainfield Charter Township will set up a special assessment district involving the Properties to pay the electric bills for all street lighting within the Properties. If such a special assessment district is not created or is created but is later dissolved, the Association (or the Owners prior to the time the Association is created) shall be responsible for paying the electric bills for all street lighting. In no event will the Declarant or Declarant's successor(s) be responsible for paying the electric bills for street lighting.

Section 22. Except during construction, landscaping or excavation, semi-trucks, construction equipment and commercial vehicles shall not be kept, parked or stored on any lot.

Section 23. Swimming is strictly prohibited in the water retention area located at 3841 Frasier Street (Parcel No. 411011477011). Any use of the water retention area whatsoever is done so at the user's own risk. The Board of Directors and the Association do not assume any liability for use of the water retention area and any and all users shall not hold the Board of Directors or the Association liable for such use. Owners agree to indemnify and hold harmless the Association and the Board of Directors from and against any claims, losses, liabilities, damages or expenses (including attorney's fees) incurred by the Association and the Board of Directors as a result of or in connection with any pending or threatened legal proceeding (whether civil, criminal, administrative or investigative and whether formal or informal) brought about from the use of the water retention area by Owner or any and all of Owner's guests, invitees, agents, estate, heirs, or representatives.

ARTICLE VI

MISCELLANEOUS

Section 1. Enforcement. The Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Declarant or by any Owner to enforce any covenant or restriction

herein contained shall in no event be deemed a waiver of the right to do so thereafter. Enforcement includes foreclosure of liens in the same manner as provided by law for foreclosure of real estate mortgages containing a power of sale.

If the Association or the Declarant pursues court action against an Owner for violating any provision of this Declaration Restatement or to collect an assessment lien and the Association or the Declarant prevails in court, in whole or in part, the Defendant Owner shall pay and reimburse the Association or the Declarant for the reasonable attorneys' fees and costs incurred

by the Association or the Declarant in pursuing such court action. If the defendant Owner in a particular case is the Declarant, reasonable attorney fees shall not be assessed against the Declarant if it should not prevail in court.

The Association or any Owner who shall successfully undertake to prosecute or enforce any violation of this Restatement shall be entitled to recover reasonable attorney fees and costs from the party found or determined to be in violation.

In addition to the above, the Board of Directors of the Association shall have the power and right to fine any Owner who violates any provision of this Declaration or any of the published rules and regulations of the Association, regardless of whether it is the Owner himself or herself, the Owner's guests or the property of the Owner that is in violation. No fine for a violation shall exceed the sum of Two Hundred Dollars (\$200.00) (as measured in 1995 U.S. dollars, based on the Federal Consumer Price Index, or its successor equivalent price index). The current charge per violation shall be posted on the Association website. Each new violation shall be considered a separate offense. If a violation is of a continuing nature and it continues unabated, it will be considered a new violation (subject to a new fine) every thirty (30) days. Fines shall be added to the assessment for the lot involved and shall constitute a lien on the lot until paid as provided in Article III hereof. Prior to any fine being imposed on an Owner, the Owner shall be sent a notice by first class mail or by hand delivery to the Owner specifying the violation and the fine, and indicating that the Owner has fifteen (15) days to file a written appeal to the Association's Board of Directors. If the Owner does not pay the fine or file a written appeal within said fifteen (15) day time period, the Owner shall be deemed to admit the violation and shall be responsible for the fine. If the Owner files a timely appeal, the Owner shall have a reasonable opportunity to be heard by the Board of Directors regarding the alleged violation and the proposed fine. The Owner shall be given at least five (5) days prior written notice of the Board of Directors' meeting when the appeal will be heard. The Board of Directors' decision shall be final. This section regarding fines shall not apply to any lot or land owned by the Declarant or Declarant's successor developer, nor shall the Declarant or Declarant's successor developers be subject to any such fine. Prior to the time the Association is created, the Declarant (or Declarant's successor) shall have the authority to levy the fines provided for in this paragraph.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration of Restrictions are permanent and perpetual and shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless otherwise

amended. This Declaration may be amended during the first ten (10) year period by an instrument signed by not less than the Owners of seventy-five percent (75%) of the lots if the Declarant also approves each such amendment in writing. Thereafter, this Declaration may be amended by an instrument signed by not less than the Owners of seventy percent (70%) of the lots. If the Declaration is properly amended as specified above, such amendment shall bind all lots and lands within the Properties, including lots and lands owned by Owners who did not consent to such amendment. All amendments shall be reasonable and shall not act so as to unreasonably deprive any Owner of a property right normally enjoyed by other Owners. Notwithstanding the foregoing, an amendment will not be effective until it has been recorded with the Kent County, Michigan Register of Deeds office.

Section 4. These Restrictions Run With the Land. The deed restrictions, covenants and easements contained in this Declaration of Restrictions shall run with the land. These restrictions shall both burden and benefit the Properties (as well as all lots carved therefrom) as well as the Owners hereof

Section 5. Exempt Property. The property and driveway access legally described as follows are not subject to this Declaration of Restrictions ("Exempt Property"):

That part of the SE 1/4 of Section 11, T8N, RI IW, described as: Commencing at the South 1/4 corner of said Section; thence N 00°05'47" E along the North-South 1/4 line of said Section 660 feet; thence S 89°32'26" E 43 feet; thence N 00°05'47" E 331.48 feet to the PLACE OF BEGINNING; thence S 89°40'00" E 499.98 feet; thence S 00°05'47" W 132.19 feet; thence S 89°32'26" E 207.24 feet; thence N 00°02'53" E 268.79 feet; thence N 89°32'26" W 207.13 feet; thence S 00°05'47"

W 121.6 feet; thence N 89°40'00" W 499.97 feet; thence S 00°05'47" W 15 feet to the Place of Beginning.

Notwithstanding this Section 5 of Article VI and the amendment provisions contained in Article VI, Section 3 of this Declaration, any portion of the Exempt Property shall be deemed part of the Properties and subject to this Declaration of Restrictions if at any time hereafter the Declarant (or the then-owner of the portion of the Exempt Property involved) records a document with the Kent County, Michigan Register of Deeds stating that such portion of the Exempt Property will thereafter be bound by this Declaration of Restrictions. Any use or structure existing on the portion of Exempt Property covered by such a recorded document may continue to occur or be used even if the structure or use is contrary to one of the restrictions contained in this Declaration unless the recorded document provides otherwise.