

**BUILDING RESTRICTIONS FOR  
PLANTERS RIDGE 4**

BUFFUM BUILDERS, LLC, A Michigan Limited Liability Company, 144 44th Street SW, Grand Rapids, Michigan 49548, Developer of the land hereinafter described and Grand River Bank, a Michigan Corporation, 4471 Wilson Avenue SW, Grandville, Michigan 49418, as Mortgage holder, desire to impose the following restrictions upon said premises:

Lots 76-109, Planters Ridge 4, Part of the NE 1/4, Section 15, T5N, R12W,  
Township of Byron, Kent County, Michigan

Therefore, the above-mentioned developer hereby covenants and does impose the following protective covenants, restrictions and conditions upon the use of lots in said plat.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

1. None of said premises shall be used, nor any structure shall be located on any of said premises unless the use and location thereof satisfies the requirements of the Zoning Ordinance of the Township of Byron, Kent County, Michigan, which is in effect at the time of the contemplated use of construction of any structure, unless the approval thereof is obtained by a variance from the Zoning Board of Appeals of the Township of Byron. All lots are for residential uses only.
2. No dwelling shall be erected or placed on any residential building plot in the subdivision with less than the following area, exclusive of one story open, porches, breezeways and garages.

|                         |  |
|-------------------------|--|
| One-story:              | 1500 sf minimum first floor area                     |
| One and One Half Story: | 2000 sf, total finished area of the upper two floors |
| Two-story:              | 2000 sf, total finished area of the upper two floors |

Tri-Levels and Bi-levels are not allowed.

Each dwelling shall not have less than an attached two-stall garage.

3. No building shall be located on any residential building plot nearer than 35 feet to the front line. No building shall be located nearer than 10 feet to a side yard. The rear yard shall be not less than 25 feet.
4. Mailboxes: Due to United States Postal Service (USPS) requirements, mail delivery shall be by centralized location(s). The Developer shall install the initial cluster box unit(s) and the lot owners who have purchased a lot from Developer shall equally bear all

obligations to manage, maintain, repair and replace the mail delivery cluster box units and any related flatwork or other items associated with the mailbox system functionality. Developer shall be unconditionally free from any management or other responsibilities after initial installation.

5. No outbuildings shall be allowed within the plat.
6. Prior to commencement of any construction, a lot plan and architectural drawing of the proposed structure shall be submitted to the Developer which shall have fifteen (15) days after receipt of the plan and drawing to approve or reject the plan and drawing. No construction shall be commenced on any lot without this prior approval of the developer.
7. Pre-fabricated homes, mobile homes, or modular homes are not permitted.
8. No existing structure shall be moved onto any of said premises in this plat. All construction shall use new material. No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
9. No leasing of any Lot or any portion of any Lot or residence on a lot shall be permitted.
10. Any change in the physical appearance of the exterior of any residence as constructed by a builder or as approved by the Developer for construction must have prior approval of the Developer.
11. Construction, when started, shall be completed within one (1) year. No residence shall be occupied prior to the time an Occupancy Permit is issued by the Building Inspector nor before all exterior work including painting and staining, exterior concrete sidewalks and driveways, and the removal of construction debris including brush and stumps, has been completed. Landscaping, including the seeding or sodding of lawn areas and the planting of shrubs and trees shall be completed within 90 days of the date of occupancy. If a residence is occupied after November 1, and the completion of the exterior concrete, exterior painting, staining, and the landscaping requirements are not possible, the work shall be completed not later than June 30 of the following year.
12. Each owner shall properly maintain all lawn areas within his or her Lot and shall install and maintain an underground sprinkling system to service all areas of the lawn. All lawns shall be kept free from weed, underbrush, and other unsightly growths. All landscaping plans must be approved in writing by the Developer.
13. No item of equipment, furniture, or any other large movable item shall be kept within any lot outside a building, except lawn furniture or picnic tables, provided the same are kept in neat and good condition. All other items, such as lawn mowers, snowmobiles, and dune buggies, shall be stored in a garage.
14. The exterior of each dwelling shall be made of brick, wood, stone, stucco, or vinyl or aluminum siding, or a combination of these materials. The front elevation of each dwelling shall be a combination of at least two of the other foregoing materials with the primary material covering not more than eighty percent (80%) of the surface area of the front elevation. The Developer shall have the final approval on the front elevation style if

this requirement is not met. The minimum allowable roof pitch shall be 6 vertical on 12 horizontal.

15. A Lot owner shall not install and/or operate any type of lighting (whether temporary or permanent) within such Lot Owner's lot that, due to the brightness and/or direction of such lighting, constitutes a nuisance for the occupants of other lots. Normal home security lighting and decorative holiday lighting shall not constitute a nuisance under this paragraph.
16. All excess soil to be removed from any of said building sites, either in grading or excavating, shall remain the property of the Developer. When said soil is removed, it shall be placed by the Owner of said lot, at his expense, in such place or places, as the Developers shall designate. If Developers have no need for the excess soil, the lot Owner shall remove the same at Owner's expense. No soils shall be distributed within the pre-defined drainage easements or backyard drainage pathways.
17. Driveways from the street to the garage shall be constructed of concrete surface materials, unless otherwise approved by the Developer. The Developer shall have final approval for the driveway layout for all lots.
18. Garbage and Refuse Disposal: All trash, garbage and other waste is to be kept only in sanitary containers inside garage and will not be permitted to remain elsewhere on the Lot, except for the service day of vendor collection. Developer may call for vendor pick-up of un-stored trash containers and any such costs shall be the responsibility of the Lot owner.
19. At the time of completion of a dwelling on any lot, the lot owner shall install and maintain sidewalks in conformity with the requirements of the Township of Byron. If certain lots are not improved with sidewalk within a time frame of five years from approval of the final plat, the lot owner shall install sidewalks on these lots. Sidewalks must be installed as a requirement of receiving a certificate of occupancy.
20. No above ground fences shall be allowed. Fencing that may be legally required around swimming pools must be illustrated and described on a plot plan, and submitted to Developer for approval concerning the type, size, installing vendor, and color of fence material.
21. No above ground swimming pools, whether temporary or permanent, shall be allowed within any lot. In-ground swimming pools shall be allowed in the back yard within the lot and setback at least ten (15) feet from each lot boundary, and may not project with their coping more than one foot above the established grade and any pool. Decking shall consist of concrete material only
22. All playground equipment, such as swing sets, slides, jungle gyms, and the like, shall be kept within a Lot only in an area behind the residence in the Lot and not closer to any side boundary than the extremities of the residence within that Lot.
23. No animal, birds, or fowl may be kept or maintained on any lot, except dogs, cats, and pet birds which may be kept thereon in reasonable numbers a pets for pleasure and use by the occupants. No animal may be kept or bred for any commercial purpose and all animals will have such care and restraint so as not to be obnoxious or offensive on

account of noise, odor, or unsanitary conditions. No dog may be permitted, at any time, outside a residence, unless the dog is contained within a permitted dog run or unless the dog is accompanied by an attendant who shall have the dog firmly held by collar and leash. No person owning, harboring, or having in his possession any cat, shall permit or allow such cat to run at large or in any yard or enclosure other than the yard or enclosure of the lot occupied or owned by such cat owner. No savage or dangerous animal will be kept on any lot. Owners will have full responsibility for any damage to persons or property caused by his or her pet. The owner is required to properly dispose of the waste his or her animal deposits on any property. No dog which barks and can be heard on any frequent or continuing basis will be kept in any residence or on any lot.

24. All electrical service, cable television, and telephone lines will be placed underground and no outside electrical lines or other lines or wires will be placed overhead without the prior written approval of the developer. No exposed or exterior radio or television transmission or receiving antennas, dishes, or other devices will be erected, placed or maintained on any lot or structure. Any waiver of these restrictions will not constitute a waiver as to other lots.
25. No unusable, wrecked, or junked vehicle shall be stored or kept on any lot unless housed within a garage constructed in accordance with this declaration. Campers, trailers, snowmobiles, boats, or any kind or type of recreational vehicle must be stored within a garage. No recreational vehicles, house trailers, trailers, boats, camping vehicles, motorcycles, all-terrain vehicles, vans (other than mini-vans), or snowmobiles shall be parked or stored on the public streets of the project, nor parked in any driveway or kept in any garage if such storage would prevent full closure of the door thereto, for more than three (3) days without written approval of the Developer. The three (3) day period must either immediately precede or follow a bona fide trip.
26. No sign of any kind shall be displayed to the public view within any Lot, except a sign of not more than four square feet advertising a Lot for sale, or a sign used by a builder to advertise the construction or subsequent sale of a residence. The Developer maintains the right to use signage at his discretion.
27. The engineer, Developer, its successors and assigns, shall be held harmless from any legal action arising out of related to the construction of this development.
28. If the Developer at any time owns real property adjacent to the development, such property may be developed by the Developer, but not necessarily in accordance to a common plan or scheme. Accordingly, the covenants, conditions, and restrictions set forth herein are intended to apply only to the development and do not in any way burden or restrict the development of any other property owned by the Developer, unless the other property is specifically made subject to this declaration by an instrument executed by the Developer and recorded in the office of the Kent County Register of Deeds.
29. Minimum building openings elevations on each lot shall be set at or above the minimum building openings specified in paragraph 30g.

RESTRICTIONS PURSUANT TO THE REQUIREMENTS  
OF THE KENT COUNTY DRAIN COMMISSION

a. 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 Winchester Estates and Planters Ridge county drains. The Drainage Districts 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 Planters Ridge county drain. The drainage district boundary is shown on **Exhibit "A"** attached hereto.

b. Private Easements for the Planters Ridge county drain have been granted to the Planters Ridge Drainage District. The rights and obligations of said easements are recorded with the Kent County Register of Deeds office.

c. Critical drainage and overland floodway swales have been constructed through the rear yards of Lots 76 through 109. The floodways have been designed to carry storm water runoff overland in an emergency situation where the storm sewer system fails or has exceeded its capacity. Critical elevations have been established with the floodways. Minimum building opening elevations have been placed a foot above these critical floodway elevations. Any alteration of the grade could cause a potential flooding hazard to the home. **The elevations established in the design of these emergency overland drainage and floodway swales must be preserved.** Any alteration of the grade shall be restored to its original condition and design elevations. The direction of surface water drainage and critical floodway elevations are shown on the grading plan, **Exhibit "B"** attached hereto.

d. Some of the lots in the subdivision are subject to private easements for drainage. Private easements for drainage are for the benefit of upland lots within the subdivision and any improper construction, development, or grading that occurs within these easements will interfere with the drainage rights of those upland lots. Private easements for drainage are for the continuous passage of surface drainage and each lot owner will be responsible for maintaining the surface drainage system across his property. No construction is permitted within a private easement for drainage. This includes swimming pools, sheds, garages, patios, decks or any other permanent structure or landscaping feature that may interfere with surface drainage. Further, during the final lot grading and landscaping the owner shall take care to ensure that the installation of fences, plantings, trees, and shrubs does not interfere with the surface drainage.

e. The direction of flow for the surface drainage for all lots is shown on the grading plan and block grading plan, **Exhibit "B"** attached hereto. A more detailed grading plan is available at the Drain Commissioner's Office at 775 Ball Avenue NE, Grand Rapids, Michigan 49503. It is the lot owner's responsibility to ensure that the final grading of the lot is in accordance with the grading plan.

f. FENCES, SHRUBS AND FILLING WITHIN EASEMENTS ARE SUBJECT TO THE FOLLOWING RESTRICTIONS WHEN LOCATED ON THE FOLLOWING EASEMENTS

Easements Labeled as “Floodway” and/or “Detention”

- **NO** filling, blocking, fencing, storage buildings or above surface vegetation planting is to be undertaken within a floodway/ detention easement.

Easements Labeled as “Drainage”

- Site screen fences are **NOT** allowed **unless prior written approval is given by the Kent County Drain Commission** and they are installed above the top of the bank or the edge of the easement, whichever is higher.
- Chain link fences will be allowed if it is determined that the chain link fence will not obstruct or divert the flow of water.
- If the fences are removed for drain access or maintenance, they are to be replaced by the owner of the fence at the owner’s expense.
- **NO** shrubs or trees are to be placed below the top of the bank or the edge of the easement.
- **NO** filling, blocking, or storage buildings are allowed within any drainage easement used for overland flow.

Easements Labeled as “Storm Sewer”

- Fences and pavement are allowed over easements designated for underground utilities, if drainage is not identified with easement.
- If the fences or pavement must be removed for the purpose of construction or maintenance of these utilities, the Kent County Drain Commission or its contractor will remove them. However, the fence or pavement must be replaced by the owner at the owner’s expense.
- **NO** shrubs or trees are to be placed below the top of the bank or the edge of the easement. Roots can penetrate the storm sewer and cause blockage. Trees also obstruct maintenance access.

g. Minimum building opening elevations for the following lots are:

| RECOMMENDED BUILDING |          |       | RECOMMENDED BUILDING |          |       |
|----------------------|----------|-------|----------------------|----------|-------|
| Lot No.              | TYPE     | MOE   | Lot No.              | TYPE     | MOE   |
| 76                   | Daylight | 742.5 | 93                   | Walkout  | 744.2 |
| 77                   | Daylight | 741.7 | 94                   | Walkout  | 744.2 |
| 78                   | Daylight | 741.7 | 95                   | Walkout  | 744.2 |
| 79                   | Daylight | 741.7 | 96                   | Daylight | 746.3 |
| 80                   | Daylight | 741.7 | 97                   | Daylight | 746.3 |
| 81                   | Walkout  | 742.0 | 98                   | Daylight | 746.3 |
| 82                   | Daylight | 743.0 | 99                   | Daylight | 746.3 |
| 83                   | Daylight | 745.0 | 100                  | Daylight | 746.3 |
| 84                   | Daylight | 744.0 | 101                  | Daylight | 746.0 |
| 85                   | Daylight | 742.5 | 102                  | Daylight | 746.0 |
| 86                   | Walkout  | 741.7 | 103                  | Daylight | 746.0 |
| 87                   | Walkout  | 741.7 | 104                  | Daylight | 746.0 |
| 88                   | Walkout  | 741.7 | 105                  | Daylight | 745.7 |
| 89                   | Daylight | 742.7 | 106                  | Daylight | 745.7 |
| 90                   | Daylight | 741.7 | 107                  | Daylight | 742.9 |
| 91                   | Daylight | 741.7 | 108                  | Daylight | 742.9 |
| 92                   | Daylight | 741.7 | 109                  | Daylight | 742.9 |

h. To eliminate the potential of structural damage due to flooding and back yard surface drainage the lot owner shall keep the lowest door or window sill above the minimum opening elevations listed above. The elevations are based on N.G.V. Datum, and bench marks described as shown on the Block Grading Plan (Exhibit B)

i. Each lot owner waives his claim against the Kent County Drain Commissioner, his employees and agents, the engineer, the Township of Byron, and the Developer from any and all claims, damage and obligation arising from the existence or operation of the drainage system.

j. Restrictions pursuant to the requirements of the Kent County Drain Commissioner are to be perpetual and shall run with the land. Drain Commissioner restrictions may not be amended or modified without prior written approval of the Kent County Drain Commissioner.

30. These restrictions shall run with the land for a period of 25 years from the date hereof, and shall be renewable every subsequent 25 years upon written and recorded assent of two-thirds of the then lot owners at the beginning of each 25 year period; otherwise said restrictions are to cease and terminate if such written assent is not recorded, excepting therefrom items 30a through 30j, which shall remain in perpetuity.
31. All lots shall be developed and all structures shall be built in accordance with applicable regulations of the Township of Byron including the Byron Township Zoning Ordinance. Where a conflict exists between the building restrictions described in this document and the requirements of the Township of Byron, including the Byron Township Zoning Ordinance, then the requirements of the Township of Byron shall govern.
32. In the event of a breach or attempted or threatened breach of any restrictions by any lot owner, the developer, or any of them will be entitled forthwith to full and adequate relief by injunction and all other such available legal and equitable remedies from the consequences of such breach, specifically including a court order enjoining commencement or continuance of construction on any lot, if the plans the builder of any other aspect of construction required to be approved by the Developer prior to commencement of construction were not approved by the Developer as required, or are not being implemented as approved.
33. All costs incurred by the Developer in enforcing the restrictions, including reasonable attorney fees, will be reimbursed by the owner of the Lot or Lots in breach of the restrictions to the Developer enforcing the restrictions.
34. Payment for all reimbursable costs incurred as provided in this declaration will be due and payable thirty (30) days after receipt of a statement therefore, which statements will detail the reimbursement sought, the manner of its calculations, and evidence of the payment of reimbursable costs. Any such claim for reimbursement, together with interest at the rate of seven percent (7%) per annum and actual costs including attorney fees incurred in efforts to collect such reimbursement, will be a secured right and lien therefore will attach to the lot and improvements thereon, owned by the defaulting lot owner. After written notice of 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 will be subject and subordinated to any prior mortgage of record with any purchaser at any foreclosure sale (as well as any grantee by deed in lieu of foreclosure sale) under any such prior mortgage taking title free and clear from any such the existing lien, but otherwise subordinated to the provisions hereof.

35. No delay or omission on the part of the Developer 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 developer 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.
36. 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. Developer may at its sole discretion, selectively modify any restriction without invalidating or disqualifying such restriction from future standing or enforcement.
37. These restrictions shall be binding upon the successors, heirs and assigns of the parties hereto.