



DocId:9070874

Tx:4622257

10/20/2022 11:52:00 AM

2022-0036672

FILED/SEALED FOR RECORD IN

OTTAWA COUNTY, MI

JUSTIN F. ROEBUCK

COUNTY CLERK/REGISTER OF DEEDS

10/20/2022 AT 12:27 PM

30.00

**DECLARATION OF
BUILDING AND USE RESTRICTIONS
AND PROTECTIVE COVENANTS
FOR
HIDDEN LAKE WEST**

WHEREAS, B.A.T. Development Group, LLC, a Michigan limited liability company, of 6601 Wilshere Drive, Jenison, MI 49428 (hereinafter referred to as B.A. T. Development), owns land located in Georgetown Township, Ottawa County, Michigan, described as follows:

Lots 1 through 39, Hidden Lake West, part of the NW Fractional 1/4, Section 18, T6N, R13W, Georgetown Township, Ottawa County, Michigan, according to the recorded plat thereof.

WHEREAS, B.A.T. Development, (the Developer), hereby for themselves, their assigns and heirs, record among the land records and make part of the terms and conditions of any deed or deeds executed or recorded hereafter, the following restrictions and covenants which shall run with the land.

NOW THEREFORE, it is hereby declared that the 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 dwelling shall be erected on any Lot with a square foot area of the main structure (exclusive of one-story open porches and garages) of less than the following:

- One story = 1600 sq. ft. ground floor area
- 1 ½ story = 2200 sq. ft. combined ground floor and 2nd floor
- 2 story = 2200 sq. ft. combined ground floor and 2nd floor, with a minimum of 1100 sq. ft. on main floor
- Tri level = 2200 sq. ft. first two floors
- Bi level = 1600 sq. ft. first floor

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 pre-built manufactured home, factory home, modular home,

pre-fabricated home, berm home, log home, mobile home, tent, shack, barn, temporary building, outbuilding or guest house will be erected on any of the Lots without the prior written approval of the Developer. No existing structure shall be moved onto any Lot from an offsite location without the written approval of the Developer.

1.2 Approval of Plans Hidden Lake West is designed for residential living in a planned community of architecturally consistent single family homes. The architecture of the dwelling located on any Lot should be compatible with the criteria established from time to time by the Developer and also should be compatible and harmonious to the external design and general quality of other dwellings constructed and to be constructed within Hidden Lake West.

Consequently, the Developer reserves the power to control the buildings, structures, and other improvements placed on each Lot as well as to make such exceptions to these Restrictions as the Developer will deem necessary and proper. No building wall or other structure will be placed upon a Lot unless and until the plans and specifications therefor showing the nature, kind, shape, height, color, materials and location of the improvements and the plot plan including elevations, have the prior written approval of the Developer and no changes or deviations in or from such plans and specifications as approved will be made without the prior written consent of the Developer. Each such building, wall, or structure will be placed on a Lot only in accordance with the plans and specifications and plot plan as approved by the Developer.

It should be anticipated that the following standards will usually have to be met for approval of plans, specifications and site plan.

- a. Each residence is to include an attached garage for at least two vehicles, but not more than three vehicles on grade.
- b. Residence exteriors are to be of approved materials. Approved exterior materials include finished wood, full face brick, stone, stucco and any other material expressly approved by the Developer in writing. No exposed concrete block will be permitted. All front facing elevations shall be composed of a least two different types of approved materials.
- c. Non masonry fireplaces will be allowed on interior walls only. No metal chimneys may be exposed.
- d. All primary roof gables, as determined by Developer, shall have roof pitches of at least 8:12. Flat roofs will be approved only in exceptional circumstances in the sole discretion of the Developer, the approved roof pitch is not less than a 4/12 pitch with the roof finished with either cedar or architectural grade shingles. Roof storm water drainage must be controlled so as to minimize erosion and runoff which could affect adjacent lots.
- e. Landscaping plans must include a grass lawn between residence and the street in front of the residence and an automatic underground sprinkling system. All residences must be landscaped with a least two 2.5" caliper deciduous trees located in the front yard.

No building shall be erected, placed, or altered on any lot until the construction plans and specifications, and a site plan showing the location of the structure on the lot, have been approved by B.A.T. Development, as to quality of workmanship and materials, harmony of exterior design with existing structures. All roofs must have a minimum 16-inch overhang at eaves and 12-inch overhang on gable ends. No garage may consume more than 66% of the front of the home. Front facing garages may not extend more than 12 feet in front of the front building line of residence. Refusal of approval of plans by B.A.T. Development may be based on any ground including purely

aesthetic grounds, which in the sole and uncontrolled discretion of B.A.T. Development see sufficient. No alteration in the exterior appearance of the buildings or structures constructed with such approval will be made without like approval of B.A.T. Development. B.A.T. Development will not be responsible for any defects in such plans or in any building or structure erected according to such plans and specifications or in any changes in drainage resulting from such construction.

Approval by the Developer of plans will not waive the setback Restrictions contained in Article II unless the Developer specifically waives those setback Restrictions including specific reference by section number to each waived setback Restriction.

Developer may construct any improvements upon Hidden Lake West that it may, in its sole discretion, elect to make without necessity of prior consent of any lot owners or any other person or entity, subject only to the express limitations contained in the Restrictions which the Developer cannot waive.

No person or entity other than the Developer, his heirs and assigns, will have the right to enforce section 1.2. The provisions of section 1.2 will remain in full force and effect for a period of ten (10) years from the date of recording of this Declaration, extended to ten (10) years after the date of recording of each amendment adding lands subject to this Declaration pursuant to Section 10.1.

1.3 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 Developer. When the construction of any building is once begun, work thereon must be diligently continued and must be completed within 12 months and grass seeding and landscaping must be completed within 8 months of completion of the building; provided that the Developer may extend such time when in Developer's opinion conditions warrant an extension.

1.4 Damage to Roads or Utilities Any damage to any road or utilities or any part of Hidden Lake West by the owner or the owner's contractor or subcontractors in the course of the construction or alteration of any improvements or landscaping for a Lot shall be repaired, replaced or restored by such owner at owner's sole cost in a manner approved in writing by the Developer.

1.5 Garages and Outbuildings Garages and outbuildings larger than 100 sf must be constructed in materials, nature and style to match the residence.

1.6 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 Developer during the Development Period. 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 Developer during the Development Period.

1.7 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.

1.8 Elevations No substantial changes in the elevations of the land will be made on a Lot without prior written consent of the Developer during the Development Period. Any change which materially affects the surface elevation grade or drainage of the surrounding Lots will be considered substantial change.

1.9 Soil from Excavation All soil to be removed from any of the Lots either in grading or excavating will, at the option of the Developer, become the property of the Developer and when removed will be placed by the owner of the Lot in such place or places within Hidden Lake West as the Developer will designate at the Lot owner's expense.

1.10 Water Systems No individual water supply system will be permitted on any Lot.

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

1.12 Paved Areas All driveways, driving approaches and off street parking areas shall be surfaced with an asphalt, concrete, or brick pavers. Any other materials must be approved in writing by the Developer.

1.13 Existing Trees Existing trees on the Lots should be preserved whenever possible. No tree clearing past 50 feet of the rear of the home without developer approval.

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 Georgetown Township, County of Ottawa, State of Michigan. The standard setback requirement will apply unless a variance for such location is obtained from the Zoning Board of Appeals of Georgetown Township and further there is obtained a written consent thereto either from the Developer or from the immediately adjoining Lot owners.

2.2 Swimming Pools Swimming pools will not be nearer than five feet to any Lot line, will not project with their coping more than five feet above the established grade and will comply in each particular with the plans and specifications and plot plan approved by the Developer for the swimming pool improvements under Section 1.2.

2.3 Walls, Fences and Hedges Walls and fences may be erected with the approval contemplated by Section 1.5 and hedges grown but they will be no higher than three feet from the street to the building line and six feet from the building line to the rear property line, and no higher than three feet from the street to the rear property line for lake front lots, without the prior written consent of the Developer. All walls and fences must comply with all applicable ordinances of Georgetown Township, County of Ottawa, State of Michigan.

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 or foster care purposes, and no apartment house, double house, lodging house, rooming house, halfway house, hospital, sanitarium or doctor's office, or any multiple family dwelling or 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 for other than residential use.

3.2 Home Occupations Although all Lots are to be used only for single family residential purposes, nonetheless home occupations will be considered part of a single family residential use if, and only if the home occupation is conducted entirely within the residence (and the garage will not be considered part of the residence for this purpose except for permitted garage sales) and participated in solely by members of the immediate family residing in the residence, which use is clearly incidental and secondary to the use of the residence for dwelling purposes and does not change the character thereof. To qualify as a home occupation, there must be (1) no sign or display that indicates from the exterior that the residence is being utilized in whole or in part for any purpose other than that of a dwelling, (II) no commodities sold upon the premises, (III) no person is employed other than a member of the immediate family residing on the premises, and (IV) no mechanical or electrical equipment is used other than personal computers and other office type equipment. In no event shall a barber shop, styling salon (which has more than 8 customers per week), beauty or tattoo parlor, tea room, fortune telling parlor, day care center, adult foster care facility, group home, animal hospital, or any form of animal care or treatment such as dog trimming, be construed as a home occupation. Although garage sales are included within the prohibited uses since commodities are sold at garage sales, one garage sale may be conducted on each Lot each year.

3.3 Zoning The use of any Lot and any structure constructed on any Lot must satisfy the requirements of the zoning ordinance of Georgetown 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 Georgetown Township and further there is obtained a written consent thereto either from the Developer or from the immediately adjoining Lot owners.

3.4 Nuisances No owner of any Lot will do or permit to be done any act or condition upon his or her Lot which may be or is or may become a nuisance. No Lot will be used in whole or in part for the storage or 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 security 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 except to the extent it is natural undergrowth in a wooded area that the owner does not disturb in the construction of the owner's residence and no refuse pile or unsightly objects will be allowed to be placed or suffered to remain anywhere on a 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 growth or objects, then the Developer may enter upon the Lot and remove the same and such entry will not be a trespass, the owner of the Lot will reimburse the Developer all costs of such removal. In addition, if any owner of any Lot fails to mow at least every other week during the growing season from May through October, then the Developer may enter upon the Lot and mow the Lot and such entry will not be a trespass, the owner of the Lot will reimburse the Developer all costs of such mowing. Any firewood stored within a Lot will be in limited and reasonable quantities and kept in a neat and orderly manner.

3.5 Garbage and Refuse Disposal All trash, garbage and other waste is to be kept only in sanitary containers inside garages or otherwise within fully enclosed areas at all times and will not be permitted to remain elsewhere on the Lots except for such short periods of time as may be reasonably necessary to permit periodic collection. All trash, garbage and other waste must be removed from the Lot at least once each week.

3.6 Animals No animals, bird or fowl may 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. 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 savage or dangerous animal will be kept on any Lot. Pet 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 on any Lot including within any residence. Dog runs or outdoor pens for the containment of any animals are prohibited.

3.7 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 one "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. Nothing herein will be constructed to prevent the Developer from erecting, placing or maintaining signs and offices as may be deemed necessary by the Developer in connection with the sale of Lots. However, these restrictions may not be in violation of the following provisions:

- (a) **Speech** Any rights of owners and occupants under the United States or Michigan Constitutions determined by a federal or Michigan Court to be applicable to the Project to display political signs and symbols in or on their Lots of the kinds normally displayed in or outside of residences located in single-family residential neighborhoods shall not be abridged, except that the Developer may adopt reasonable time, place and manner restrictions for the purpose of minimizing damage and disturbances to other owners and occupants.
- (b) **Religious and Holiday Displays** The rights of owners to display religious and holiday signs, symbols, and decorations in their Lots of the kinds normally displayed in or outside of residences located in single-family residential neighborhoods shall not be abridged, except that the Developer may adopt reasonable time, place and manner restrictions for the purpose of minimizing damage and disturbance to other owners and occupants.

3.8 Lighting No vapor lights, dusk to dawn lights or other lights regularly left on during the night may be installed or maintained on any Lot without prior written approval from the Developer.

3.9 Hazardous Materials and Fuel Storage Tanks No owner will bring environmentally hazardous materials onto Hidden Lake West unless for domestic use at the owner's residence in reasonable quantities limited to the immediate need. No oil or fuel storage tanks may be installed on any Lot and no more than ten (10) gallons of petroleum products may be stored on any Lot (not including fuel within the tanks or cars or other vehicles).

3.10 Parking No parking will be permitted except on paved surfaces.

3.11 Recreational and Commercial Vehicles No house trailers, trailers, boat, camping vehicles, motorcycles, all-terrain vehicles, snowmobiles, or vehicles other than automobiles or vehicles used primarily for general personal transportation use may be parked or stored upon any Lot or adjoining areas, unless parked in a garage with the door closed, except temporary parking or storage will be permitted for a period not longer than a cumulative total of fourteen days for all such parking and storage on a Lot during any one calendar year and for no

more than 48 hours consecutively. No inoperable vehicles of any type may be brought or stored upon any Lot, either temporarily or permanently, unless within a garage with the door closed. Nor truck over ¾ ton will be parked overnight on any Lot, except in an enclosed garage. No snowmobiles, motorcycles or all-terrain vehicles will be used on any Lot or any part of Hidden Lake West.

3.12 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, asphalt, 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.

3.13 Hidden Lake West (Lake) It is anticipated the Developer will convey to the Hidden Lake West Lake Association a man-made lake adjoining Lots 25-31 & Lots 33-39. Title to the lake area will be vested in the Developer until conveyed to the Association and not in the owners of lakefront Lots. All lakefront Lot owners will have an easement to use the entire water surface of the Lake where they have lake frontage, subject to rules and regulations adopted by the Association, or by a majority of the owners of lakefront Lots. No one except lakefront Lot owners with lake frontage will have any right to enter the Lake or use its surface, except the Ottawa County Water Resources Commission may enter the water and/or use the water surface to install, service and maintain drains. The drainage easements on lot lines 26/27 and 35/36 will be the access location for the Ottawa County Water Resources Commission and for the treatment of the lake by the Association as necessary.

No watercraft over twelve feet in length, nor any sailboat nor any watercraft with a gasoline, electric or other powered engine will be permitted at any time on the Lake or to be launched into the Lake from any Lot or other place. Each lakefront Lot will be permitted one canoe, paddle boat or other watercraft or floating device less than twelve feet in length on the adjoining Lake, on the shoreline or in backyards, provided none will be permitted on the shoreline or in the backyard from November 1 to May 1. No docks or decks over the water will be permitted on any Lot or the Lake. Up to 2 floating decks may be permitted on the Lake, however neither one may exceed 350 sf. All decks placed on the lake may be used by all members of the Association, regardless of ownership. No fill will be used to extend a Lot beyond the shoreline of Hidden Lake West without the prior written consent of the Developer and any required permits from the Ottawa County Water Resources Commission.

IV. UTILITIES, ANTENNAE, SOLAR PANELS AND SATELLITE DISHES

4.1 Utility Lines 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 Developer.

4.2 Antennae, Solar Panels and Satellite Dishes No antennae or solar panel installation will be permitted on any front or street facing elevation of the home. Satellite dishes of eighteen inches or less in diameter will be permitted but satellite dish installation and location must be approved in writing by the Developer prior to construction during the Development Period, in any event, no satellite may be installed in a front yard within 25 feet of Hidden Lake West (Lake) or on a tower, the strong preference being for attachment to the residence and/or screened from view.

4.3 Waivers Any waiver of these restrictions will not constitute a waiver as to other Lots or lines or antennas or the like.

V. SUBDIVISION OF LOTS

5.1 Subdivision of Lots No Lot will be subdivided except as approved by the Developer.

VI. RESTRICTIONS PURSUANT TO THE REQUIREMENTS OF THE MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

(a) The 100-year floodplain of Hidden Lake West as defined by elevation 658.4 feet (NGVD29) and 658.0 feet (NAVD88) encroaches on Lots 25 through 31, and 33 through 39, as shown on the final plat drawing. No filling or occupation of the floodplain area will be allowed without prior written approval of the Michigan Department of Environment, Great Lakes, and Energy.

(b) No building used or capable of being used for residential purposes shall have a lower floor, including basements, which shall extend below the 100-year floodplain elevation for these lots of 658.0 feet (NAVD88).

(c) Restrictions pursuant to the requirements of the Michigan Department of Environment, Great Lakes & Energy are to be observed in perpetuity, excluded from any time limitation paragraph set forth in the declaration and may not be amended without prior written approval from the Michigan Department of Environment, Great Lakes & Energy.

VII. RESTRICTIONS PURSUANT TO THE REQUIREMENTS OF THE OTTAWA COUNTY WATER RESOURCES COMMISSIONER

In accordance with Section 280.433 of the Michigan Drain Code (Act 40 of the Public Acts 1956, as amended) special assessment drainage districts have been created to provide for the maintenance of the Hidden Lake West Drain. This Drain District consists of all lots within the plat. At some time in the future, the lots within the Drain District will be subject to a special assessment for the improvement or maintenance of the Hidden Lake West Drain.

7.1 Easements for Rear or Side Yard Surface Drainage Private easements for rear, side yard and surface 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 surface drainage are for the continuous passage of surface water and each lot owner will be responsible for maintaining the surface drainage system across their property. No construction is permitted within a private easement for rear, side yard and surface drainage. This includes fences, swimming pools, sheds, garages, patios, decks, or other permanent structure or landscaping features. No dumping of grass clippings, leaves, brush or other refuse is allowed within a drainage easement. These items obstruct drainage, restrict flow and plug culverts. This can lead to higher maintenance costs and cause flooding situations.

7.2 Block Grading Plan The block grading plan, attached on Exhibit "A", shows the direction of flow for the surface drainage for all lots. 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 surface drainage. No changes will be made in the grading of any lot areas used for drainage which would later affect surface runoff drainage patterns without the prior written consent of the Ottawa County Water Resources Commissioner for all portions of the drainage system. Finish grading for home construction shall be completed in conformance with the master drainage plan for the development and in such a manner so as not to create the excessive ponding of stormwater on the sites within the development.

7.3 Minimum Floor and Opening Elevations The lowest allowable floor elevations are set at 2-foot or more above the highest known ground water elevation. The lowest allowable floor and/or opening elevations are set 1-foot or more above the 100-year floodplain or design high water level of the stormwater system. These elevations are set to reduce the risk of structural damage and the flooding of building interiors. A waiver from the set elevations may be granted by the Water Resources Commissioner following receipt of a certification from a professional engineer or surveyor licensed in the State of Michigan demonstrating that the proposed elevation does not pose a risk of flooding. Minimum building floor and opening elevations and bench mark locations are indicated on the Block Grading Plan, attached Exhibit "A".

Minimum building opening (MBO) elevations, based on NAVD88, for the following lots are:

| LOT NO. | MBO | LOT NO. | MBO | LOT NO. | MBO |
|---------|-------|---------|-------|---------|-------|
| 1 | 665.0 | 14 | 663.5 | 27 | 660.5 |
| 2 | 665.0 | 15 | 663.5 | 28 | 660.5 |
| 3 | 665.0 | 16 | 663.5 | 29 | 660.5 |
| 4 | 665.0 | 17 | 663.5 | 30 | 660.5 |
| 5 | 665.0 | 18 | 663.5 | 31 | 660.5 |
| 6 | 665.0 | 19 | 663.5 | 32 | 661.0 |
| 7 | 665.0 | 20 | 663.5 | 33 | 660.5 |
| 8 | 665.0 | 21 | 663.0 | 34 | 660.5 |
| 9 | 664.5 | 22 | 663.0 | 35 | 660.5 |
| 10 | 664.0 | 23 | 663.0 | 36 | 660.5 |
| 11 | 664.0 | 24 | 661.0 | 37 | 660.5 |
| 12 | 664.0 | 25 | 660.5 | 38 | 660.5 |
| 13 | 664.0 | 26 | 660.5 | 39 | 660.5 |

Benchmarks (NAVD88):

- BM #1 669.13: Top of NE flange bolt on hydrant under "MADE" at SE corner Lot 23.
- BM #2 668.56: Top of SE flange bolt on hydrant under "MADE" at Lot line 27 & 28.
- BM #3 669.36: Top of NE flange bolt on hydrant under "MADE" at SW corner of Lot 32.
- BM #4 668.30: Top of NE flange bolt on hydrant under "MADE" at Lot line 34 & 35.

7.4 Soil Erosion and Sedimentation Control Each individual lot owner will be responsible for the erosion control measures necessary on their lot to keep loose soil from their construction activities out of the street, catch basins, and off of adjacent property. If any sedimentation in the street, catch basins, or adjacent lots results from construction for a particular site, it is the responsibility of that lot owner to remove the sediment and restore the lot to prevent further erosion. This applies to ALL lot owners.

A Soil Erosion and Sedimentation Control Permit must be obtained from the Ottawa County Water Resources Commissioner prior to excavation for Lots 1 through 39. All conditions set forth by permit shall be met throughout construction activity until permit is allowed to expire.

7.5 Footing Drains & Sump Pumps Water from such sources as eave troughs and footing drains shall be directed to laterals provided for the Lots. Water from footing drains shall be discharged to the lateral via a sump pump with check valve system, or a gravity system with a double flap gate valve for backflow prevention. If no lateral is provided, the Lot owner shall discharge said water in such a manner as to not impact neighboring land or public streets.

Floor drains, laundry facilities or other similar features shall not be connected to a footing drain or sump pump system discharging to footing laterals and the storm sewer system. Laundry facilities and sewage lift pumps must discharge into the sanitary sewage disposal system.

7.6 Responsibility of Maintenance of Open Water Bodies Lakefront Lot owners are responsible for the management and maintenance of any open water bodies for aesthetics, aquatic habitat, recreation and water quality, including liability and costs.

7.7 Miscellaneous Each lot owner waives his claim against the Hidden Lake West Drain Drainage District, Ottawa County Water Resources Commissioner, his employees and agents, Georgetown Township, the Engineer, and the Developer 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 Resources Commissioner 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 Resources Commissioner and properly recorded at the Ottawa County Register of Deeds.

VIII. LAKE OWNERS' ASSOCIATION

8.1 Hidden Lake West Lake Association Articles of Incorporation for the Hidden Lake West Lake Association, a Michigan nonprofit corporation (the "Association") has been or will be filed with the State of Michigan. Every owner of Lots 25 through 31 and Lots 33 through 39 by the acceptance of a deed or a land contract for a deed will thereby automatically become a member of 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. This Association will be responsible for the duties given herein and for the general management, operation and administration of Hidden Lake West (Lake).

8.2 Membership:

- (a) Membership in the Association shall be mandatory for all owners of Lots 25 through 31 and Lots 33 through 39. No other person or entity shall be entitled to membership, except lot owners in future phases of Hidden Lake West which have frontage on Hidden Lake West (Lake). The terms of membership for any other persons shall be identical to those set forth herein.
- (b) When voting, a representative of each Lot Owner shall be entitled to one vote for each Lot owned.
- (c) There shall be an annual meeting of the members of the Association for election of directors and any other business pertinent to the Association. Other meetings may be called as provided by the Association Bylaws.
- (d) The presence in person of 35% in number of the Lot Owners qualified to vote shall constitute a quorum for holding a meeting of the Association. The written vote of any member on a specific issue furnished at or prior to any duly called meeting shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.
- (e) A majority shall consist of more than 50% of those qualified to vote and present in person or by proxy (or by written vote if applicable) at a given meeting of the members of the Associations.
- (f) The Association shall keep detailed books of account showing all receipts and expenditures which shall specify the maintenance, repair, and improvement expenses of the Lake and any other expenses incurred by or on behalf of the Association.

8.3 Board of Directors:

- (a) The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association (unless appointed by the Developer). The number, terms of office, manner of election, removal and replacement, meetings, quorum, and other voting requirements, and other duties or provisions of or relating to directors shall be provided by the Association Bylaws, provided that the Developer shall appoint a majority of the Directors until 75% of lakefront Lots have been sold by the Developer.
- (b) The Board of Directors of the Association shall have all powers and duties necessary for the administration of the affairs of the Associations and shall be responsible specifically for the following:
 - (1) To manage and administer the affairs and maintenance of the Association thereof by itself or through the hiring of outside contractors.
 - (2) To levy and collect Assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation; to enforce Assessments through liens and foreclosure proceedings where appropriate.
 - (3) To carry insurance and to collect and allocate the proceeds thereof.
 - (4) To contract for and employ person or business entities to assist in management, operation, maintenance and administration of the Association.
 - (5) To make reasonable regulations affecting Lot Owners concerning the use

of the Lake by them and their guests and invitees and to enforce these Restrictions and any regulations by all legal methods, including, but not limited to, imposition of fines and late payment charges, or legal proceedings.

- (6) To own, maintain, and improve, and to buy, sell, convey, assign, mortgage, or lease any real and personal property, including, but not limited to, easements, rights of way, licenses or any other real property, whether or not contiguous to the development, for the purpose of providing benefit to its members and in furtherance of any of the purposes of the Association.
- (7) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or any other lien on property owned by the Association; provided however, that any such action shall also be approved by affirmative vote of more than 60% of all of the members of the Associations.
- (8) To establish such committees as it deems necessary, convenient, or desirable and to appoint persons thereto for the purposes of implementing the administration of the Association and to delegate to such committees any functions or responsibilities which are required to be performed by the Board.

8.4 Budget and Assessments:

- (a) As a member of the Association, each lakefront Lot Owner, by acquiring legal or equitable title, agrees for himself, his heirs, successors and assigns, to pay to the Association any dues, assessments, charges, costs, or fines as may be levied by the Association for any lawful purpose. No lakefront Lot Owner may waive liability for assessments provided for herein by nonuse of the Lake or abandonment of his or her lot. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year, and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management, and maintenance of the Association, including a reasonable allowance for contingencies and reserves. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents of the Lakefront Properties.
- (b) Any assessment or other charge of the Association not paid on or before the due date established by the Association shall be considered as being in default and shall bear interest at the highest rate permitted by law. Such assessment or other charge, plus interest, and all costs incurred by the Association in connection with the collection of any such charge, including reasonable attorney fees, shall be collectible by the Association and shall constitute a continuing lien upon every Lakefront Lot owned by the Lot Owner responsible therefor. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.
- (c) The Association, or its successor and assigns, may, upon the failure of a Lot Owner to pay any assessment, record notice of its claim of lien against such Lot and thereafter pursue an action to foreclose said lien in any manner now or in the future permitted by law or equity. No failure of the Association to enforce any of its rights shall constitute a waiver thereof.

IX. ENFORCEMENT OF RESTRICTIONS

9.1 Remedies for Violations In the event of a breach or attempted or threatened breach of any Restriction by any Lot owner, the Developer, 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 consequences 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 require to be approved by the Developer prior to commencement of construction by Article 1 were not approved by Developer as required by Article 1 or are not being implemented as approved.

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

9.3 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 and actual costs including attorney's fees incurred in efforts to collect such reimbursement shall be secured right and a lien therefore shall attach to the Lot, and improvements thereon owned by the defaulting Lot owner.

9.4. Failure to Enforce 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 failure to bring any action on account of any breach of these Restrictions, or for imposing Restrictions which may be unenforceable.

9.5 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 or effect.

X. MISCELLANEOUS

10.1 Binding Effect Developer hereby declares that this Declaration shall be binding upon the Developer, 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.

10.2 References to Development Period and Lot Owners The Development Period will be until the Developer has created and sold 39 Lots or, if sooner, when the Developer records a declaration declaring the Development Period ended. 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.

10.3 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 personal delivery or postage prepaid United State first class, registered or certified mail, return receipt

requested, 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.

10.4 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 Lake West to the general public or for any public purposes whatsoever it being the intention of the Developer that this Declaration shall be strictly limited to the purposes herein specifically expressed.

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

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

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

XI. AMENDMENT AND DURATION

11.1 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.

11.2 Amendment and Duration This Declaration will remain effective for a period of twenty-five (25) years from the date this Declaration is recorded, after which time the effectiveness of this Declaration will be automatically extended for successive periods of ten (10) years. Except as provided in Articles VI and VII, this Declaration may be amended, altered, modified or terminated by a written agreement executed by two-thirds of the Lots in said plat and B.A.T. Development Group, LLC, so long as B.A.T. Development Group, LLC holds fee simple title to any lot in this plat. No amendment affecting the lake shall be effective unless approved by two-thirds of the lakefront Lots.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 21st
day of September, 2022.

B.A.T. Development Group, LLC
a Michigan limited liability company

By: *Todd Ponstein*
Todd Ponstein, Managing Member

STATE OF MICHIGAN)
)SS
COUNTY OF Ottawa)

The foregoing instrument was acknowledged before me this 21st day of September
2022, by Todd Ponstein, Managing Member of B.A.T. Development Group, LLC, a Michigan limited
liability company on behalf of said limited liability company.

CHAD M. BLAUWKAMP
Notary Public, State of Michigan
County of Allegan
My Commission Expires Apr. 08, 2028
Acting In the County of OTTAWA


Chad M. Blauwkamp
Notary Public, ALLEGAN County, Michigan
My Commission Expires: 4/8/2028
Acting in OTTAWA County

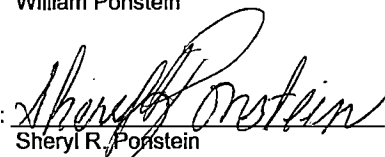
Prepared by and return to:
B.A.T. Development Group, LLC
Todd Ponstein
6601 Wilshere Drive
Jenison, MI 49428

CONSENT OF MORTGAGEE

William Ponstein and Sheryl R. Ponstein, husband and wife, of 4909 Barnsley, Hudsonville, MI 49426, as holder of a mortgage on the property, as defined above, hereby consent to the foregoing Declaration of Restrictions for Hidden Lake West.

Date: Sept. 21, 2022

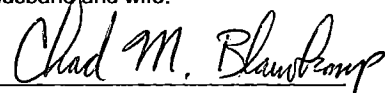
By: 
William Ponstein

By: 
Sheryl R. Ponstein

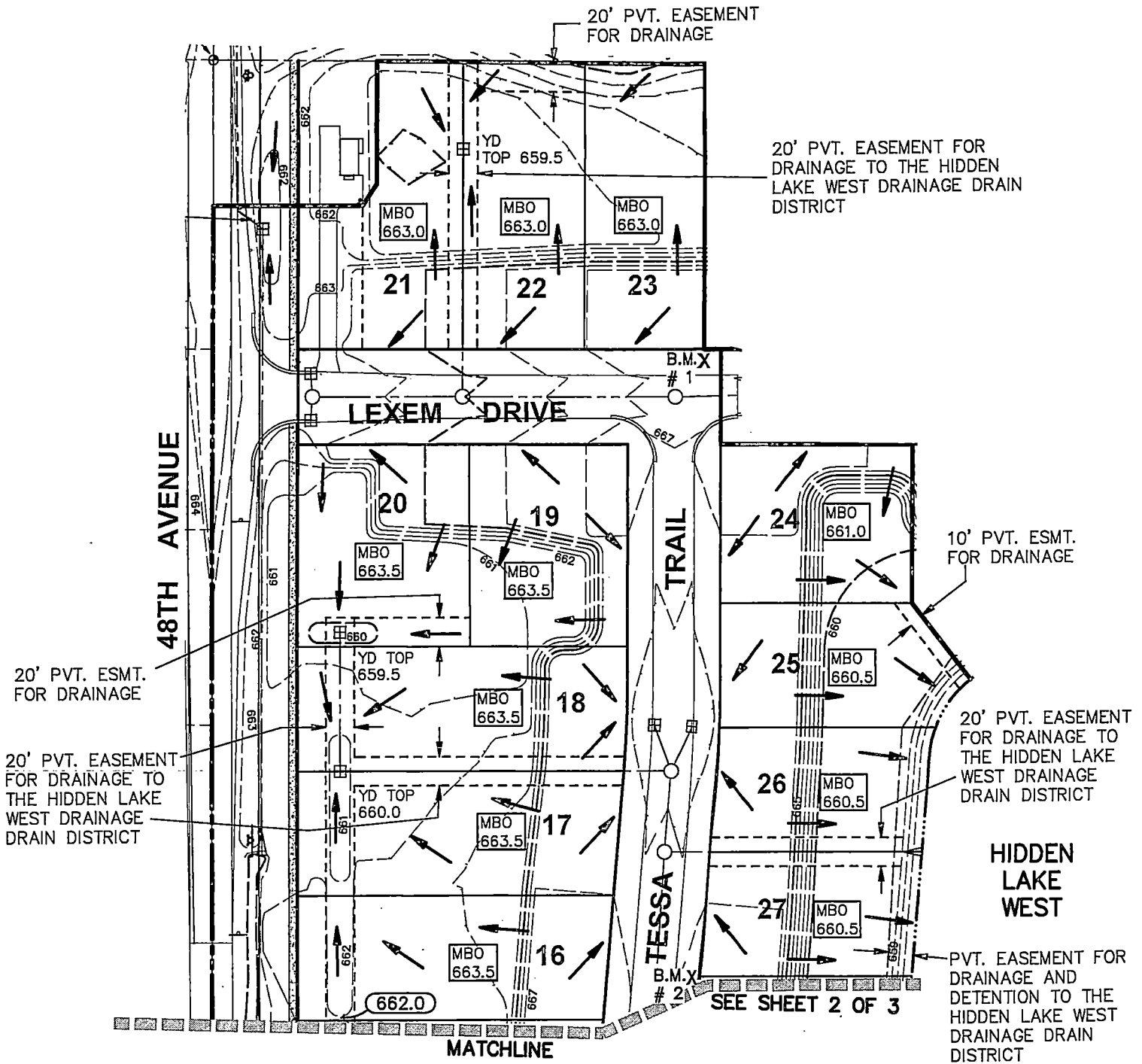
STATE OF MICHIGAN)
COUNTY OF Ottawa)

The foregoing instrument was acknowledged before me this 21st day of September 2022, by William Ponstein and Sheryl R. Ponstein, husband and wife.

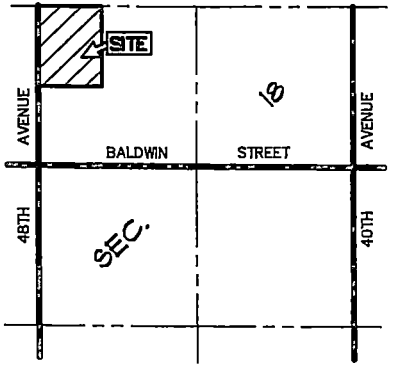
CHAD M. BLAUWKAMP
Notary Public, State of Michigan
County of Allegan
My Commission Expires Apr. 08, 2028
Acting in the County of OTTAWA



Notary Public, ALLEGAN County, Michigan
My commission expires: 4/8/2028
Acting in OTTAWA County



- > = SURFACE DRAINAGE DIRECTION
- ▣ = YARD DRAIN OR STREET CATCH BASIN
- X B.M.# = BENCHMARK
- MBO XXX.X = MINIMUM BUILDING OPENING ELEVATION DUE TO STORM WATER DRAINAGE



SCALE: 1" = 100'

SHEET 1 OF 3 EXHIBIT "A"

BLOCK GRADING PLAN

HIDDEN LAKES WEST

exel engineering, inc.
 planners • engineers • surveyors
 5252 Clyde Park, S.W. • Grand Rapids, MI 49509
 Phone: (616) 531-3660 Fax: (616) 531-2121
 www.exelengineering.com

B.M. # 2 X SEE SHEET 1 OF 3

MATCHLINE

20' PVT. EASEMENT FOR DRAINAGE TO THE HIDDEN LAKE WEST DRAINAGE DRAIN DISTRICT

HIDDEN LAKE WEST

PVT. EASEMENT FOR DRAINAGE AND DETENTION TO THE HIDDEN LAKE WEST DRAINAGE DRAIN DISTRICT

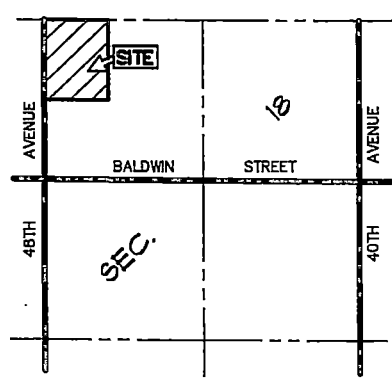
10' PVT. ESMT. FOR DRAINAGE

20' PVT. ESMT. FOR DRAINAGE

20' PVT. EASEMENT FOR DRAINAGE TO THE HIDDEN LAKE WEST DRAINAGE DRAIN DISTRICT

20' PVT. ESMT. FOR DRAINAGE

- ➔ SURFACE DRAINAGE DIRECTION
- ▣ YARD DRAIN OR STREET CATCH BASIN
- X B.M. # BENCHMARK
- MBO XXX.X MINIMUM BUILDING OPENING ELEVATION DUE TO STORM WATER DRAINAGE



LOCATION MAP



SCALE: 1" = 100'

SHEET 2 OF 3 EXHIBIT "A"

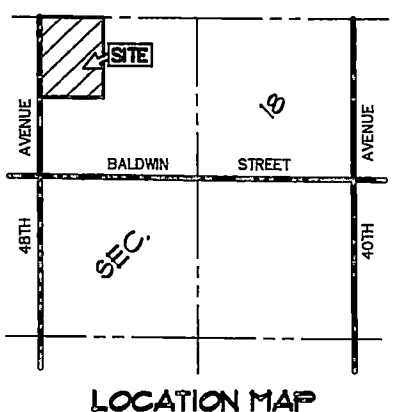
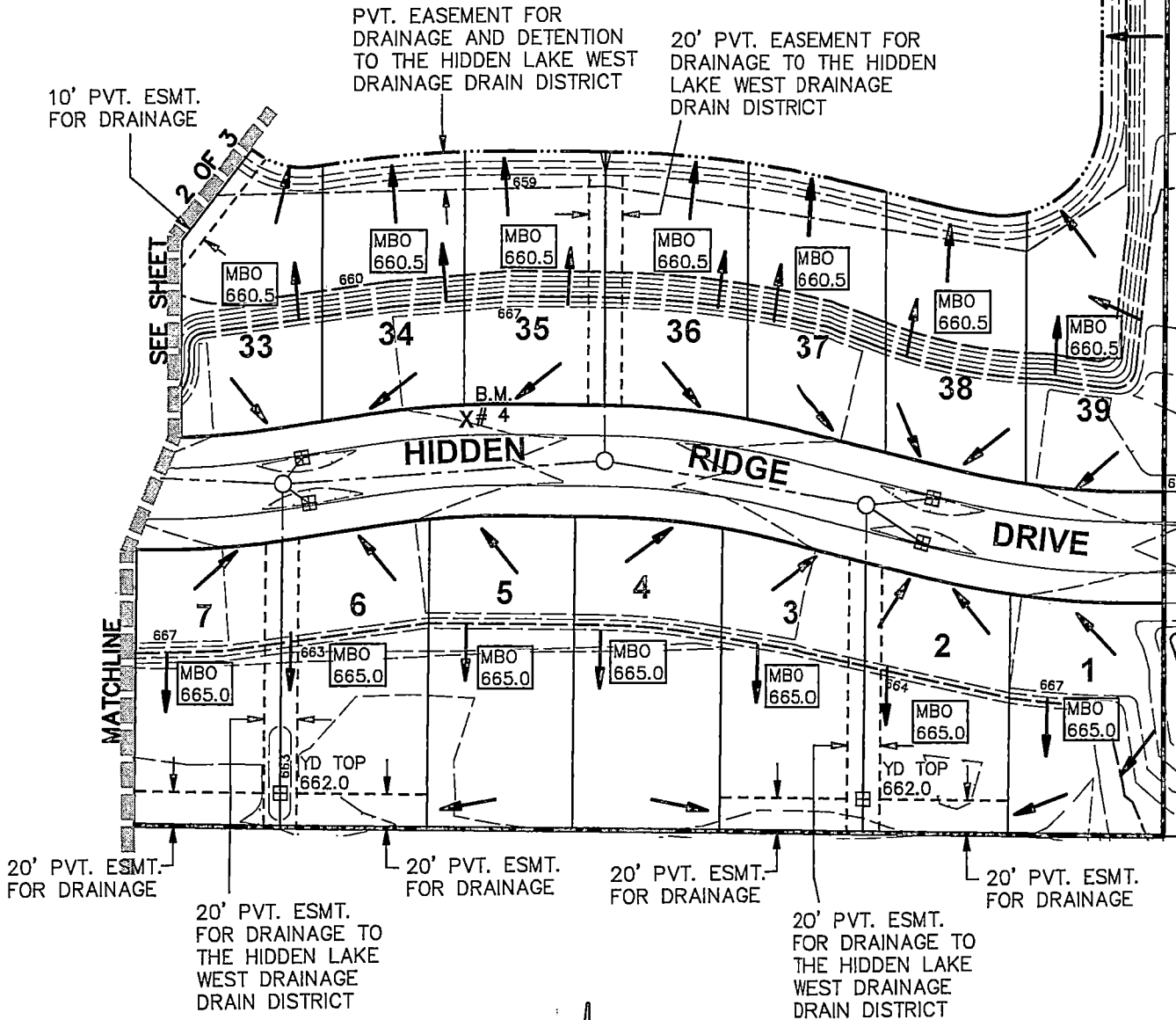
BLOCK GRADING PLAN
HIDDEN LAKE WEST

exxel engineering, inc.
 planners • engineers • surveyors
 5252 Clyde Park, S.W. • Grand Rapids, MI 49509
 Phone: (616) 531-3660 Fax: (616) 531-2121
 www.exxelengineering.com

- = SURFACE DRAINAGE DIRECTION
- ▣ = YARD DRAIN OR STREET CATCH BASIN
- X B.M. # = BENCHMARK
- MBO XXX.X = MINIMUM BUILDING OPENING ELEVATION DUE TO STORM WATER DRAINAGE

PVT. EASEMENT FOR DRAINAGE AND DETENTION TO THE HIDDEN LAKE WEST DRAINAGE DRAIN DISTRICT

HIDDEN LAKE WEST



SCALE: 1" = 100'

SHEET 3 OF 3 EXHIBIT "A"

BLOCK GRADING PLAN
HIDDEN LAKE WEST

exxel engineering, inc.
 planners • engineers • surveyors
 5252 Clyde Park, S.W. • Grand Rapids, MI 49509
 Phone: (616) 531-3660 Fax: (616) 531-2121
 www.exxelengineering.com