

0095115
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 Ottawa County, MI
 Gary Scholten R.D.D.
 10/13/2003 At 2:37:17 P.M.
 RESTRICTIVE COVENANT \$26.00
 Liber 004294 Page 00734



0095115

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS is made this 3rd day of October, 2003, by Hammond Bay Preserve, LLC, a Michigan limited liability company, whose address is 17620 North Shore Estates, Spring Lake, Michigan 49456 ("Declarant"), with respect to the following matters.

WHEREAS, Declarant is the Developer of Bayou Meadows II, a condominium established by Master Deed recorded September 15, 2003 in Liber 4257, Pages 65-131, inclusive, Ottawa County Records, and designated as Ottawa County Condominium Subdivision Plan No. 357 (the "Project"), and also the owner of Units 1 to 21 of the Project. The Project is located upon certain lands more particularly described on attached Exhibit A (the "Property") which have significant riparian frontage upon the shores of Petty's Bayou; and

WHEREAS, Contemporaneously, Declarant is conveying title to Units 1 to 21 of the Project to Eastbrook Development Company. Prior to such conveyance, Declarant desires to place certain restrictive covenants on the Property, for the purpose of preserving Declarant's exclusive right to develop the riparian frontage of the Property for possible future use for the docking, mooring, anchoring and storage of boats and other watercraft.

NOW, THEREFORE, Declarant hereby covenants and agrees, for itself and its respective heirs, representatives, successors, grantees and assigns, to impose the following restrictions upon the Property which shall be binding for a period of time as hereinafter set forth, and the Property shall hereafter be used, occupied, sold and conveyed subject to such restrictive covenants, and conditions herein set forth:

1. **Riparian Uses.** Declarant shall have the exclusive right to develop and improve the riparian frontage of the Property with docks, wharfs, anchoring devices and/or other mooring equipment or structures for the purpose of keeping and/or storing boats or other watercraft. No one other than Declarant may dock, moor or store a boat or other watercraft within the Property, or build facilities for same, other than within the confines of a garage attached to a residential dwelling, without the Declarant's prior written consent which consent may be withheld, conditioned or delayed, for any reason or for no reason, in Declarant's sole judgment.

2. **Remedies.**

2.1 In the event of a breach or attempted or threatened breach of any of the provisions of this Declaration, then Declarant 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 such prohibitive use.

2.2 All costs incurred in enforcing the provisions of this Declaration, including reasonable attorneys fees, shall be reimbursed by the owner (and the tenant, if leased) of the unit or units (or portion of the Property) in default to the successful party enforcing the provisions of this Declaration.

2.3 Payment for all reimbursable costs incurred as provided in this Declaration shall be due and payable upon demand, 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 shall accrue interest at the rate of twelve percent (12%) per annum until paid in full.

2.4 No delay or omission on the part of the Declarant in exercising any rights, power, or remedy herein provided will be construed as a waiver thereof or acquiescence in any breach of the Declaration. No right of action will accrue nor will any action be brought or maintained by anyone whatsoever against the Declarant for or on account of a failure to bring any action on account of any breach of these Declaration, or for imposing Declarations which may be unenforceable.

3. Miscellaneous.

3.1 Declarant hereby declares that this Declaration shall be binding upon the Declarant, its grantees, successors and assigns, and that the restrictions and easements created herein shall run with the land. Each owner of a unit located within the Project, by acceptance of a deed, land contract or other conveyance to a unit or any portion thereof thereby agrees to all of the provisions herein contained. The provisions of this instrument shall not terminate by operation of merger of title.

3.2 Invalidity of any one of the provisions of this Declaration by a court of competent jurisdiction shall not affect any of the other provisions which will remain in full force and effect.

3.3 Wherever reference is made in this Declaration to the owner of a unit or a unit owner, such reference shall be deemed to include all owners collectively with any ownership interest in the respective unit(s) respectively owned by them, whether there shall be one or more such owners.

3.4 This Declaration may be amended, altered, modified or terminated by, Declarant.

3.5 Nothing herein contained shall be deemed to be a gift or dedication of any portion of the lots or other areas of the Property to the general public or for any public purposes whatsoever, it being the intention of the Declarant that this Declaration shall be strictly limited to the purposes herein specifically expressed.

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

3.7 The Declarant may assign its rights under these Declarations to one or more parties in a writing which is in recordable form and recorded. To be effective, all such assignments must specifically reference this subsection 3.7 of the Declaration of Restrictions.

4. **Duration.** This Declaration will remain effective for a period of twenty-one (21) years from the date of this Declaration.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration of Restrictions on the day and year above described.

HAMMOND BAY PRESERVE, LLC, a Michigan limited liability company

By: Bradley James Development Co., LLC, a Michigan limited liability company

Its: Manager

By:


Brad Gruizinga

Its: Member

STATE OF MICHIGAN)
) ss
COUNTY OF KENT)

On this 3rd day of October, 2003, before me, a notary public in and for said County, personally appeared Brad Gruizinga, member of Bradley James Development Co, LLC, a Michigan limited liability company and manager of Hammond Bay Preserve, LLC, a Michigan limited liability company, to me known to be the same person described in and who executed this instrument and acknowledged that he executed it as his free act and deed on behalf of said limited liability company.



David W. Charron
Notary Public, Kent County, MI
My Commission Expires: 5/17/2005

Prepared by:

David W. Charron
Charron & Hanisch, PLC
5242 Plainfield Avenue, NE
Grand Rapids, MI 49525

Exhibit A

Description of the Property

Those premises situated in the Township of Spring Lake, Ottawa County, Michigan, and legally described as follows:

Part of the East fractional $\frac{1}{2}$ of Section 11, T8N, R16W, Spring Lake Township, Ottawa County, Michigan, further described as: Commencing at the NE corner of Section 11; thence S00°31'23"E 1314.70 feet along the East line of said NE 1/4 to the centerline of Kelly Street; thence S89°53'31"W 465.00 feet along said centerline to the PLACE OF BEGINNING of this description; thence S00°31'23"E 940.00 feet parallel with said East line; thence N89°52'20"E 47.87 feet; thence S00°06'29"E 140.02 feet along the Westerly line of Bayou Meadows Condominium; thence S68°33'04"W 296.57 feet along said Westerly line; thence S13°06'12"E 146.10 feet along said Westerly line; thence N 81°53'07"E 36.83 feet along said Westerly line; thence S05°45'01"W 255.61 feet along said Westerly line; thence S16°45'04"E 162.52 feet along said Westerly line; thence S42°45'57"E 328.42 feet along said Westerly line extended to a point on an intermediate traverse line along the shore of Petty's Bayou and its tributaries; thence along said intermediate traverse line the following 12 courses: (1) thence S79°43'08"W 74.94 feet; (2) thence S24°14'21"W 286.65 feet; (3) thence S60°32'16"W 201.93 feet; (4) thence N24°09'29"W 287.76 feet; (5) thence N12°28'23"E 137.91 feet; (6) thence N54°22'07"W 264.15 feet; (7) thence N23°04'57"W 301.57 feet; (8) thence N02°55'01"W 107.57 feet; (9) thence N22°44'19"E 194.64 feet; (10) thence N76°48'24"W 128.50 feet; (11) thence S17°30'07"W 120.68 feet; (12) thence S89°22'57"W 71.28 feet; to the point of ending of said intermediate traverse line and a point on the West line of the SE 1/4 of said NE 1/4; thence N00°10'21"W 1256.97 feet along said West line; thence N89°53'31"E 40.00 feet; thence N00°10'21"W 63.00 feet to said centerline of Kelly Street; thence N 89°53'31"E 410.54 feet along said centerline; thence S00°31'23"E 218.00 feet; thence N89°53'31"E 155.00 feet; thence N00°31'23"W 218.00 feet; thence N89°53'31"E 255.00 feet along said centerline to the point of beginning; including all lands lying between said intermediate traverse line and the waters edge of said Petty's Bayou and its tributaries.

ACKNOWLEDGMENT AND CONSENT
TO DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that Eastbrook Development Company, a Michigan corporation, whose address is 2130 Enterprise SE, Grand Rapids, Michigan 49508, which holds an interest in the real estate which subject of the attached Declaration of Restrictions, hereby consents to and acknowledges the Declaration of Restrictions to which this Acknowledgment and Consent form is attached and agrees that its interest in the real estate shall remain in full force and effect, but shall be subject to the terms and conditions of the Declaration of Restrictions.

Dated this 3 day of October, 2003.

EASTBROOK DEVELOPMENT CORPORATION, a Michigan corporation

By: _____

Michael McGraw
Its: President

STATE OF MICHIGAN)
) ss
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 3 day of October, 2003 by Michael McGraw, President, Eastbrook Development Corporation, a Michigan corporation, on behalf of the corporation.

Kathleen M. Adams
Kathleen M. Adams
Notary Public, Kent County,
Michigan
My commission expires: 04-07-04

Prepared by:

David W. Charron
Charron & Hanisch, PLC
5242 Plainfield NE
Grand Rapids, MI 49525