

RECORDED
REGISTERED RECORD

97 OCT 22 AM 11:50

Lucy Bond
REG. OF DEEDS

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

This declaration, made the 15th day of September, 1997, by Del-Mar Farm Developers, L.L.C., a Michigan Limited Liability Company, of 3085 Dixie, Grandville, Michigan, 49418, hereinafter referred to as "Declarant."

WHEREAS, Declarant is the owner of certain real property consisting of Lots 1 through 41, inclusive, of Del-Mar Farm Planned Unit Development Plan ("P.U.D. Plan"), and legally described as:

Lots one (1) through forty-one (41) of Del-Mar Farm, Section 31, T6N, R12W, City of Wyoming, Kent County, Michigan, according to the recorded plat thereof as recorded at Liber 105 of plats, Pages 18, 19, and 20.

Del-Mar Farm Future Phases

WHEREAS, Declarant may become owner of certain additional real property which is also included in the Del-Mar Farm Planned Unit Development Plan and it is the intent of the Declarant that such additional property allocated to residential dwellings be included in this Declaration of Covenants, Conditions, and Restrictions when acquired by Declarant.

NOW THEREFORE, Declarant states that all of the property owned by it within the Del-Mar Farm Planned Unit Development Plan described above, as well as any property subsequently acquired by Declarant that is located within the Del-Mar Farm Planned Unit Development Plan and intended for residential dwellings shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which shall run with the land are for the purpose of protecting the value and desirability of the real property, and shall be binding on all parties having any right, title, or interest in the described properties or having any part of them, including their heirs, successors, and assigns, and shall inure to the benefit of each owner of any lot.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Del-Mar Farm Neighborhood Association, a Michigan non-profit corporation, its successors and assigns.

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

Section 3. "Properties" shall mean and refer to that certain real property owned by Declarant previously described, and such additions as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Conservation Park" shall mean all real property owned by the Association for the common use and enjoyment

of the owners, which is all real estate not plotted and sold to members, excluding the neighborhood convenience center.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties as single-family residential area.

Section 6. "Board of Directors" shall mean the Board of Directors of the Del-Mar Farm Neighborhood Association.

Section 7. "Declarant" shall mean and refer to Del-Mar Farm Developers, L.L.C., its successors and assigns.

ARTICLE II

HOME OWNER'S ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section 1. Establishment of Non-Profit Corporation. Declarant will organize the home owner's association to be known as Del-Mar Farm Home Owner's Association. The Association shall be organized as a non-profit corporation for a perpetual term under the laws of the State of Michigan and shall have such powers as are enumerated in this Declaration as well as those to be set forth in the Corporate Articles and Bylaws for the Association.

Section 2. Property Rights. Every owner shall have a right and easement of enjoyment in the conservation park which shall be appurtenant to and shall pass with title to every lot, subject to the following provisions:

- a. The right of the Association to suspend the voting rights and right to use of the conservation park by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- b. The right of the Association to dedicate or transfer all or any part of the conservation park to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members entitled to vote agreeing to such dedication or transfer has been recorded with the Register of Deeds.

Section 3. Delegation of Use. Any owner may delegate in accordance with the Association by-laws, his right of enjoyment to the conservation park to the members of his family or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS.

Section 1. Membership. Every owner of a lot, including Declarant, which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. Voting Rights. The members of the Association shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The votes for such lots shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS.

Section 1. Assessments. The Declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of the deed or executing a land contract as purchaser, whether or not it is expressed in the deed or land contract, is deemed to covenant and agree to pay the Association:

1. Annual assessments or charges, and
2. Special assessments for capital improvements, such assessments to be established and collected as provided in this document.

The annual and special assessments, together with interest, costs, and actual reasonable attorney's fees necessitated by enforcement, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and actual reasonable attorney's fees necessitated by enforcement, shall also be the personal obligation of the person who is the owner of such property at the time when the assessment becomes due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

The Association may place a Claim of Lien on any lot for annual assessments or charges or special assessments which are due as determined by the Board of Directors of the Association by recording a Claim of Lien with the Kent County Register of Deeds. The amount due under any such lien need not be specifically referenced, and charges which accrue both before and after the filing of the lien shall all be protected through the filing of a Claim of Lien.

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 for the improvement and maintenance of the conservation park, including the retention ponds, drainage courses, and community center.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be One Hundred Dollars (\$100.00) per lot.

- a. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.
- b. The Board of Directors may fix the annual assessment not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement in the conservation park, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized

under Section 3 or 4 of this Article, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At any properly noticed meeting, the presence of members or proxies entitled to cast fifty (50) percent of all the votes of the members shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a regular basis as determined by the Board of Directors.

Section 7. Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the lot. 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 at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. 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 8. Remedies of Association. Any assessment not paid within thirty (30) days after the due date 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 a lien against the property based upon the Claim of Lien as referenced in subsection a of this section and may sell the property to satisfy the Claim of Lien in the manner provided by Michigan Court Rules and Statutes. No owner may waive or otherwise escape liability for the assessments by non-use of the conservation park or abandonment of his lot.

Section 9. Subordination of Lien to Mortgages. 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 proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability from any assessment thereafter becoming due or from the lien.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Michigan shall be exempt from the assessments.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Regulations for Single-Family Residentially Zoned Properties.

- a. No lot shall be used except for residential purposes. For purposes of this declaration the term "residential purposes" does not include day care and no lot or dwelling shall be used to provide day care services. No building shall be erected, built, placed, altered, or permitted to remain on any lot other than one, detached single-family dwelling not to exceed two and one-half (2-1/2) stories in height, or thirty-five (35) feet in height, whichever is less, and prior to occupancy, each dwelling (lot) shall also contain an attached private garage for not less than two (2) cars.

- b. For lots one (1) through four (4) and lots thirty-nine (39) through forty-one (41) there shall be a minimum ground floor area of one thousand three hundred (1,300) square feet for each one-story single-family dwelling erected, exclusive of porches, garages, and breeze-ways, and each bi-level, tri-level, or two-story dwelling shall have a minimum of one thousand six hundred (1,600) square feet and a minimum of eight hundred (800) square feet for the ground floor.

For lots five (5) through twelve (12) and lots thirty-one (31) through thirty-eight (38) there shall be a minimum ground floor area of one thousand four hundred and fifty (1,450) square feet for each one-story single-family dwelling erected, exclusive of porches, garages, and breeze-ways, and each bi-level, tri-level, or two-story dwelling shall have a minimum of one thousand eight hundred (1,800) square feet and a minimum of nine hundred (900) square feet for the ground floor.

For lots thirteen (13) through thirty (30) there shall be a minimum ground floor area of one thousand six hundred (1,600) square feet for each one-story single-family dwelling erected, exclusive of porches, garages, and breeze-ways, and each bi-level, tri-level, or two-story dwelling shall have a minimum of two thousand (2,000) square feet and a minimum of one thousand (1,000) square feet for the ground floor.

- c. The General Drainage Restrictions for Del-Mar Farm contained in Attachment "A" are incorporated herein in their entirety.
- d. No building shall be located nearer than thirty-five (35) feet from the front property line or right-of-way. The combined side yard set-back shall be no less than twenty-five (25) feet with one side having a minimum set-back of not less than ten (10) feet, except lots ninety (90) feet in width or less at the front yard set-back line in which case the combined side yard set-back shall be no less than twenty (20) feet with one side having a minimum set-back of not less than ten (10) feet. The rear yard set-back shall be no less than twenty-five (25) feet. Where a lot is bounded by two (2) streets, the front yard requirement shall be met for each street.
- e. All lots shall have a concrete sidewalk along the street, or in the case of a corner lot, streets, with a minimum width of five (5) feet and a minimum thickness of four (4) inches within eight (8) months of the date of occupancy.
- f. All lots shall have minimum of two shade trees in the front yard of the property, with a minimum caliper of two and one-half (2-1/2) inches. The trees shall be placed between the street within eight (8) months of the date of occupancy.
- g. All lots which are improved shall be graded and landscaped within eight (8) months of the date of occupancy.
- h. Any surplus dirt after grading shall, at the election of Declarant, become the property of Declarant and be dumped at such place on the plat or adjacent plats as Declarant shall determine at the expense of the owner of the lot or lots.

- i. No trailer, basement, tent, shack, garage, or other out building erected at any time shall be used as a residence, either temporarily or permanently; nor shall any structure of a temporary character be used as a residence. Mobile homes, modular homes, or manufactured homes are not permitted.
- j. All homes must be connected to the municipal sanitary sewer and water system and may not have an individual water supply or sewage disposal system.
- k. No fence exceeding two (2) feet in height shall be erected in any front setback area of any lot or lots, or in any setback area of any corner lot adjacent to a side street.
- l. All driveways shall be of concrete or asphalt material between the street and house.
- m. Any construction commenced on a lot or lots must be completed within twelve (12) months from start of construction (being first delivery on the premises of materials and building equipment, or either) provided that acts of God, strikes, and weather shall not interfere with construction progress, in which case the time for construction is extended for a period of time equal to such a delay or delays.
- n. All plans and elevations for any construction improvement shall first be presented to Declarant for their written approval, before commencement of any construction.
- o. New materials shall only be used for construction, and all construction above grade lines shall be of brick, brick veneer, stone, wood, aluminum, or vinyl.
- p. These restrictions shall be binding upon the successors, heirs, and assigns of the parties. Further, these restrictions and covenants shall run with the land and continue in perpetuity.

Section 2. Conservation Park Restrictions and Covenants.

- a. The private conservation park is owned by the Neighborhood Association referenced in this document. However, a conservation easement may be granted to the City of Wyoming for the purpose of insuring that the park is left in its current, undeveloped state in perpetuity.
- b. No buildings, structures, fences, driveways, or streets shall be erected, constructed, altered, or maintained within the conservation park except those proposed in the PUD plan.
- c. There shall be no surface mining in the conservation park; except as necessary to provide for the storm water detention as proposed by the P.U.D. plan.
- d. There shall be no draining or filling of wetlands within the conservation park.
- e. There shall be no tree or vegetation cutting or removal within the conservation park except to remove fallen, dead, diseased, or dangerous trees or vegetation. Vegetation such as cat tails, purple loosestrife, and other wetland vegetation deemed by the Michigan Department of Environmental Quality as noxious to a wetland environment may be removed upon approval of the Neighborhood Association, City of

Wyoming, and the Michigan Department of Environmental Quality.

- f. There shall be no playground equipment, picnic tables, or other recreational items or equipment stored, installed, or placed within the conservation park; except as placed by the Association.
- g. Declarant may construct up to three (3) storm water retention ponds within the conservation park for the purpose of providing on-site storage facilities for runoff.

Section 3. General Regulations.

- a. Easements for installation and maintenance or utilities and drainage facilities are reserved as shown on the recorded plats.
- b. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood. In the event an owner of any lot in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the lot and the exterior of the buildings and any other improvements erected on the lot. The cost of such exterior maintenance shall be added to and become a part of the assessment to which that lot is subject.
- c. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.
- d. 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 material shall be kept in a clean and sanitary condition.
- e. No shed, storage building, trailer, or similar item shall be placed in any required set back area on any lot, nor may any trailers, boats, motor homes, or similar items be parked or stored between the street and front set-back line.
- f. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.
- g. No owner or other occupant of any dwelling in the development shall rent or lease any part of the

dwelling to other persons, and no dwelling shall be used as a boarding house or for any other purposes other than a single family dwelling.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Conservation Park. The Association shall accept as the property of the Association any and all lands which are conveyed to it by the Declarant. The Association in consideration for such conveyances shall pay all taxes and assessments levied by any governmental authority against said property.

Section 2. Private Nature of Conservation Park. Del-Mar Farm conservation park is designed as "Private Park." The general public is specifically excluded from the use of the conservation park for any purpose whatsoever, and the use of the conservation park is specifically limited to owners of land now owned by Declarant as described in this document. In the event the Declarant becomes dissolved and no longer in existence, then and in that event all the rights and obligations of the Declarant under these covenants and the ownership and maintenance of all improvements constructed by the Declarant in the formation of Del-Mar Farms shall automatically vest in the Association.

Section 3. Enforcement. 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 in the future imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction 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, and specifically includes the right to foreclose by advertisement.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 5. Amendment. The covenants and restrictions of this Declaration 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. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five (75) percent of the lot owners; provided, however, that the provisions of Article V Section 2(a) through (f) may not be amended and shall remain in perpetuity. The foregoing notwithstanding the Declarant has the absolute right to amend this Declaration of Covenants, Conditions, and Restrictions for the purpose of adding additional property to be used for attached and/or detached residential dwellings as set forth in the P.U.D. Plan. Declarant's right to amend for purposes of adding additional property includes the right to set minimum ground floor areas for the property added. Any amendment must be recorded.

Section 6. Variances. The Declarant may, upon a showing of practical difficulty, grant variances from the terms and conditions set forth in this Declaration, but only to the extent and in such manner as not to violate the spirit and intent of this Declaration.

Del-Mar Farm Developers, L.L.C.
3085 Dixie, S.W.
Grandville, MI 49418
(616) 531-6550

WITNESS: Deborah L. Gady
Deborah L. Gady

Thomas R. Vander Hulst
Thomas R. Vander Hulst

By: Kenneth A. Noorman
Kenneth A. Noorman, Partner
Noorman Associates Land Co.,
Member

WITNESS: Deborah L. Gady
Deborah L. Gady

Thomas R. Vander Hulst
Thomas R. Vander Hulst

By: Ronald F. Zandbergen
Ronald F. Zandbergen,
Authorized Representative for
Z Enterprise, Member

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me on this 15th day of September, 1997, by Kenneth A. Noorman and Ronald F. Zandbergen.

Drafted by:
Del-Mar Farm Developers, L.L.C.
3085 Dixie
Grandville, MI 49418

Thomas R. Vander Hulst
Thomas R. Vander Hulst
Notary Public, Kent County, MI
My Commission Expires: 11/25/99

ATTACHMENT A

GENERAL DRAINAGE RESTRICTIONS
DEL-MAR FARMRESTRICTIONS PURSUANT TO THE REQUIREMENTS OF THE
KENT COUNTY DRAIN COMMISSION AND THE CITY OF WYOMING

To protect the homesites from the adverse effect of storm water runoff, rear yard catchbasins have been installed, and rear yard surface drainage has been performed to direct the rear yard runoff into the basins. For all the lots in the subdivision that are subject to private easements for drainage, said easements shall be protected and maintained by the adjoining lot owners and shall not be the responsibility of the Kent County Drain Commission or the City of Wyoming. These easements and drainage swales are for the benefit of all the lots and no construction development or grading may occur within these easements and swales which will interfere with the drainage rights of all lots within the subdivision. The easements and swales are for the continuous passage of surface drainage water across said lots and are for the benefit of all adjacent lots. Critical drainage swales have been constructed along the rear yard of Lot 15 and the side yard of Lots 14 and 15. These emergency overland floodway swales must be preserved. The imposition of such easements shall not, except as previously stated, prevent the alteration, development and improvement of said lots, or the construction of permanent buildings and structures, provided that no such alteration development improvement or construction interferes with the continuous passage of surface drainage across said lots. Care shall be taken when final yard grading and landscaping is performed to insure that no major plantings, earthmoving, structures, swimming pools, fences or shrubs be installed which will jeopardize the effectiveness of the drainage course or storm sewer system. Each lot owner shall be responsible to maintain that portion of the drainage system or easement on his property. The direction of surface water drainage is shown on the block grading plan, EXHIBIT "A" attached hereto. A more detailed grading plan is available at the engineering department of the City of Wyoming.

To eliminate the potential of flooding from backyard surface drainage of storm water from adjacent higher lots, the following lots shall maintain the minimum building opening/basement floor elevations listed for each lot. The elevations listed below are shown on the block grading plan, Exhibit "A", and are based on N.G.V. Datum; a bench mark is available in the plat.

Minimum building opening floor elevations for the following lots are:

<u>LOT NUMBER</u>	<u>MINIMUM OPENING ELEVATION</u>
2	689.7
3 - 8	688.0
12, 13	683.0
14, 15	682.5
16, 17	681.5
25	684.9
26	684.2
27	683.2
28 - 30	682.7
31	683.4
32	683.0
33	683.5
34	684.5
35 - 36	685.3
37	685.5
38	686.6
39	687.2
40	687.6
41	688.1

Benchmark elevation 687.11, spike in Southeast side of 14" triple red oak 170' left of station 12+60 Charolais Drive, along the rear lot line of Lot 17.

Benchmark elevation 686.43, spike in West side of 30" maple, 175' right of station 14+50 Charolais Drive, along the rear lot line of Lot 28.

Benchmark elevation 683.88, spike in Southwest side of triple 8" cherry 180' right of station 17+00 Charolais Drive, along the rear lot line of Lot #30.

Each lot owner waives his claim against The City of Wyoming, Kent County Drain Commissioner, his employees and agents, the Engineer, and the Developer from any and all claims, damage and obligation arising from the existence or operation of the drainage system.

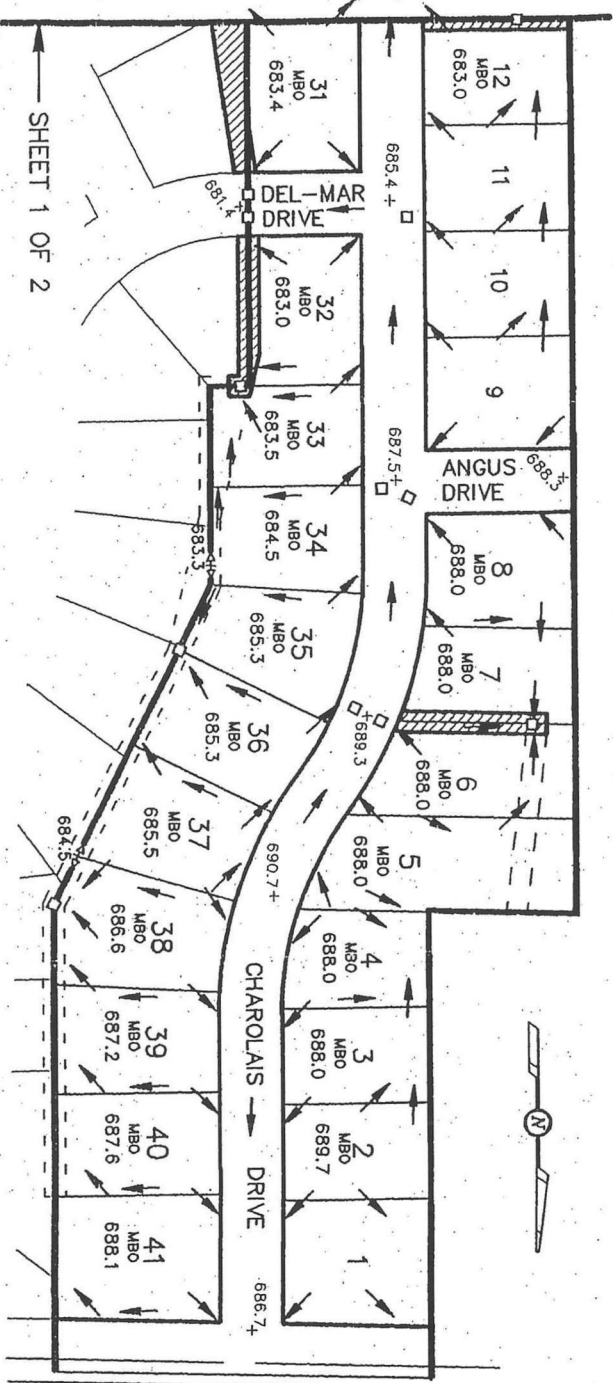
Restrictions pursuant to the requirements of the Kent County Drain Commission and The City of Wyoming are to be perpetual and shall run with the land. Drain restrictions may not be amended or modified without prior written approval of the Kent County Drain Commissioner and the City of Wyoming and properly recorded at the Kent County Register of Deeds.

- = PVT. EASEMENT FOR DRAINAGE AND FLOODWAY
- = EASEMENT FOR DRAINAGE TO THE CITY OF WYOMING
- = PRIVATE DRAIN EASEMENT
- = DRAINAGE SWALE
- = MINIMUM BUILDING OPENING ELEV.
- = YARD DRAIN OR STREET CATCH BASIN
- = DRAINAGE DIRECTION
- = SPOT ELEVATIONS
- = CRITICAL DRAINAGE ELEV.

BENCHMARK "C" ELEV. 686.43.
 SET SPIKE IN W. SIDE OF 30" MAPLE (175' RT. OF STA. 14+50 CHAROLAIS DRIVE.)





BENCHMARK "D" ELEV. 683.88
 SPIKE IN SW. SIDE OF TRIPLE 8" CHERRY (180' RT. OF STA. 17+00 CHAROLAIS DR.)





SEE SHEET 2 OF 2 FOR ADDITIONAL BENCHMARK INFO

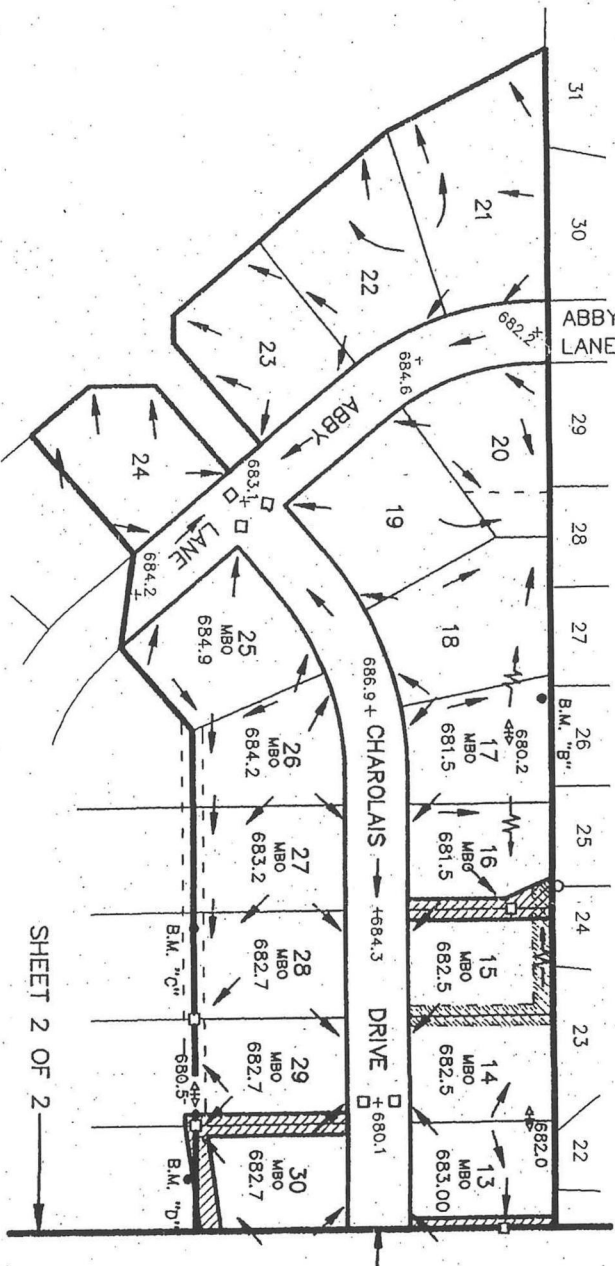


BLOCK GRADING PLAN	
DEL-MAR FARM	
IN: PART OF SEC. 31, T6N, R12W CITY OF WYOMING, KENT COUNTY, MICHIGAN.	
REVISIONS _____ _____ _____	 excel engineering inc. 5551 DUKE PARK, STE. 4000 RIVERSIDE, MI 48075 PHONE (616) 531-5800
DRAWN BY: NS APPROVED BY: 2/20/21 DATE:	FILE NO.: P41102 SHEET: 1 OF 2

SHEET 1 OF 2

-  = PVT. EASEMENT FOR DRAINAGE AND FLOODWAY
-  = EASEMENT FOR DRAINAGE TO THE CITY OF WYOMING
-  = PRIVATE DRAIN EASEMENT
-  = DRAINAGE SWALE

- M.B.O. = MINIMUM BUILDING OPENING
-  = YARD DRAIN OR STREET CATCH BASIN
-  = DRAINAGE DIRECTION
-  = SPOT ELEVATIONS
-  = CRITICAL DRAINAGE ELEV.



SHEET 2 OF 2


BLOCK GRADING PLAN	
DEL-MAR FARM	
N: PART OF SEC. 31, T6N, R12W CITY OF WYOMING, KENT COUNTY, MICHIGAN.	
 excel engineering inc. 5252 OLIVE PARK ST. • GRAND RAPIDS, MI 49509 PHONE (616) 531-5880	
DATE: MAR 19 1997 - REVISED	DATE: 2/27/97
DRAWN BY: DGB	FILE NO.: 943190E
APPROVED BY: MS	SHEET: 2 OF 2

EXHIBIT "A" Page 2 of 2



- BENCHMARK "B" ELEV. 687.11
SPIKE IN SE. SIDE OF 14" TRIPLE RED OAK (170' LT. OF STA 144+50 CHAROLAIS DRIVE.)
- BENCHMARK "C" ELEV. 686.43
SET SPIKE IN W. SIDE OF 30" MAPLE (175' RT. OF STA. 144+50 CHAROLAIS DRIVE.)
- BENCHMARK "D" ELEV. 683.88
SPIKE IN SW. SIDE OF TRIPLE 8" CHERRY (180' RT. OF STA 174+00 CHAROLAIS DR.)

17/7

STATE OF MICHIGAN
COUNTY OF KENT
REGISTERED CLERK

99FEB-9 AM 8:36

REG. CLERK

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

This First Amendment to the Declaration of Covenants, Conditions and Restrictions, made by Del-Mar Farm Developers, L.L.C., a Michigan Limited Liability Company, of 3085 Dixie, Grandville, Michigan, 49418, hereinafter referred to as "Declarant".

WHEREAS, Declarant has previously recorded a Declaration of Covenants, Conditions and Restrictions recorded on October 22, 1997, in Liber 4181 Pages 1150 through 1162, inclusive, (hereafter referred to as "Declaration") and

WHEREAS, Declarant has acquired additional real estate for Lots 42 through 71 of the Del-Mar Farm Planned Unit Development Plan, legally described as:

Lots forty-two (42) through seventy-one (71) of Del-Mar Farm, Section 31, T6N, R12W, City of Wyoming, Kent County, Michigan, according to the recorded plat thereof as recorded at Liber 108 of plats, Pages 34 through 36, inclusive,

and

WHEREAS, the Declaration provides that Lots 42 through 71 shall become subject to the Declaration.

NOW THEREFORE, lots forty-two through seventy-one of Del-Mar Farm are subject to the Declaration and specifically subject to Article V, Section 1, b and c of the Declaration as follows:

- b. For lots forty-two (42), forty-three (43) and seventy-one (71) there shall be a minimum ground floor area of one thousand four hundred and fifty (1,450) square feet for each one-story single-family dwelling erected, exclusive of porches, garages, and breeze-ways, and each bi-level, tri-level, or two-story dwelling shall have a minimum of one thousand eight hundred (1,800) square feet and a minimum of nine hundred (900) square feet for the ground floor.

For lots forty-four (44) through seventy (70) there shall be a minimum ground floor area of one thousand six hundred (1,600) square feet for each one-story single-family dwelling erected, exclusive of porches, garages, and breeze-ways, and each bi-level, tri-level, or two-story dwelling shall have a minimum of two thousand (2,000) square feet and a minimum of one thousand (1,000) square feet for the ground floor.

- c. The General Drainage Restrictions for Del-Mar Farm contained in Attachment "1" are incorporated herein in their entirety.

This First Amendment is executed this 10th day of Dec., 1998.

Diane Beckett
Diane Beckett - witness

Del-Mar Farm Developers, L.L.C.
3085 Dixie, S.W.
Grandville, MI 49418
(616) 531-6550

Tiffany Zahrt
Tiffany Zahrt - witness

By: Kenneth A. Noorman
Kenneth A. Noorman, Partner
Noorman Associates Land Co.,
Member

By: Ronald F. Zandbergen
Ronald F. Zandbergen
Authorized Representative for
Z Enterprise, Member

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing document was acknowledged before me on this 10th day of December, 1998, by Kenneth A. Noorman as a Partner in Norman Associates Land Co. which is a Member of Del-Mar Farm Developers, L.L.C., and Ronald F. Zandbergen as the authorized representative of Z Enterprise which is a Member of Del-Mar Farm Developers, L.L.C.

CAROLYN J. KAPTEYN
NOTARY PUBLIC, Kent County, Michigan
Acting in Kent County
My Commission Expires 04/28/02

Carolyn J. Kapteyn
Notary Public, Kent County, MI
My Commission Expires: 4/28/02

Prepared by and after
Recording return to:

Thomas R. Vander Hulst
Visser & Bolhouse
Grandville State Bank Building
Grandville MI 49418

T/CORP/DELMAR/FIRST AMENDMENT

**GENERAL DRAINAGE RESTRICTIONS
DEL-MAR FARM NO. 2**

**RESTRICTIONS PURSUANT TO THE REQUIREMENTS OF THE
KENT COUNTY DRAIN COMMISSION AND THE CITY OF WYOMING**

To protect the homesites from the adverse effect of storm water runoff, rear yard catchbasins have been installed, and rear yard surface grading has been performed to direct the rear yard runoff into the basins. For all the lots in the subdivision that are subject to private easements for drainage, said easements shall be protected and maintained by the adjoining lot owners and shall not be the responsibility of the Kent County Drain Commission or the City of Wyoming. These easements and drainage swales are for the benefit of all the lots and no construction development or grading may occur within these easements and swales which will interfere with the drainage rights of all lots within the subdivision. The easements and swales are for the continuous passage of surface drainage water across said lots and are for the benefit of all adjacent lots. Critical drainage routes, i.e. floodways, have been reserved along the lot line common to Lots 44 and 45 and the side of lots 69 and 70 that front along Abby Lane. These emergency overland floodway swales must be preserved. The imposition of such easements shall not, except as previously stated, prevent the alteration, development and improvement of said lots, or the construction of permanent buildings and structures, provided that no such alteration development improvement or construction interferes with the continuous passage of surface drainage across said lots. Care shall be taken when final yard grading and landscaping is performed to insure that no major plantings, earthmoving, structures, swimming pools, fences or shrubs be installed which will jeopardize the effectiveness of the drainage course or storm sewer system. Each lot owner shall be responsible to maintain that portion of the drainage system or easement on his property. The direction of surface water drainage is shown on the block grading plan, EXHIBIT "A" attached hereto. A more detailed grading plan is available at the engineering department of the City of Wyoming.

To eliminate the potential of flooding from backyard surface drainage of storm water from adjacent higher lots, the following lots shall maintain the minimum building opening/basement floor elevations listed for each lot. The elevations listed below are shown on the block grading plan, Exhibit "A", and are based on N.G.V. Datum; a bench mark is available in the plat.

Minimum building opening floor elevations for the following lots are:

<u>LOT NUMBER</u>	<u>MINIMUM BASEMENT FLOOR ELEVATION</u>	<u>MINIMUM OPENING ELEVATION</u>
42	---	683.0
43-46	---	682.7
47	---	683.0
48	---	683.5
53-55	680.9	---
62	---	694.0
63	---	693.7
64	---	692.6
65	---	691.5
66	---	689.0
67	---	686.0
68-69	---	685.1
70-71	---	684.2

Benchmark elevation 695.78, top of R.R. spike in North root of 36" Hickory 160' right of station 4+95 Abby Court.

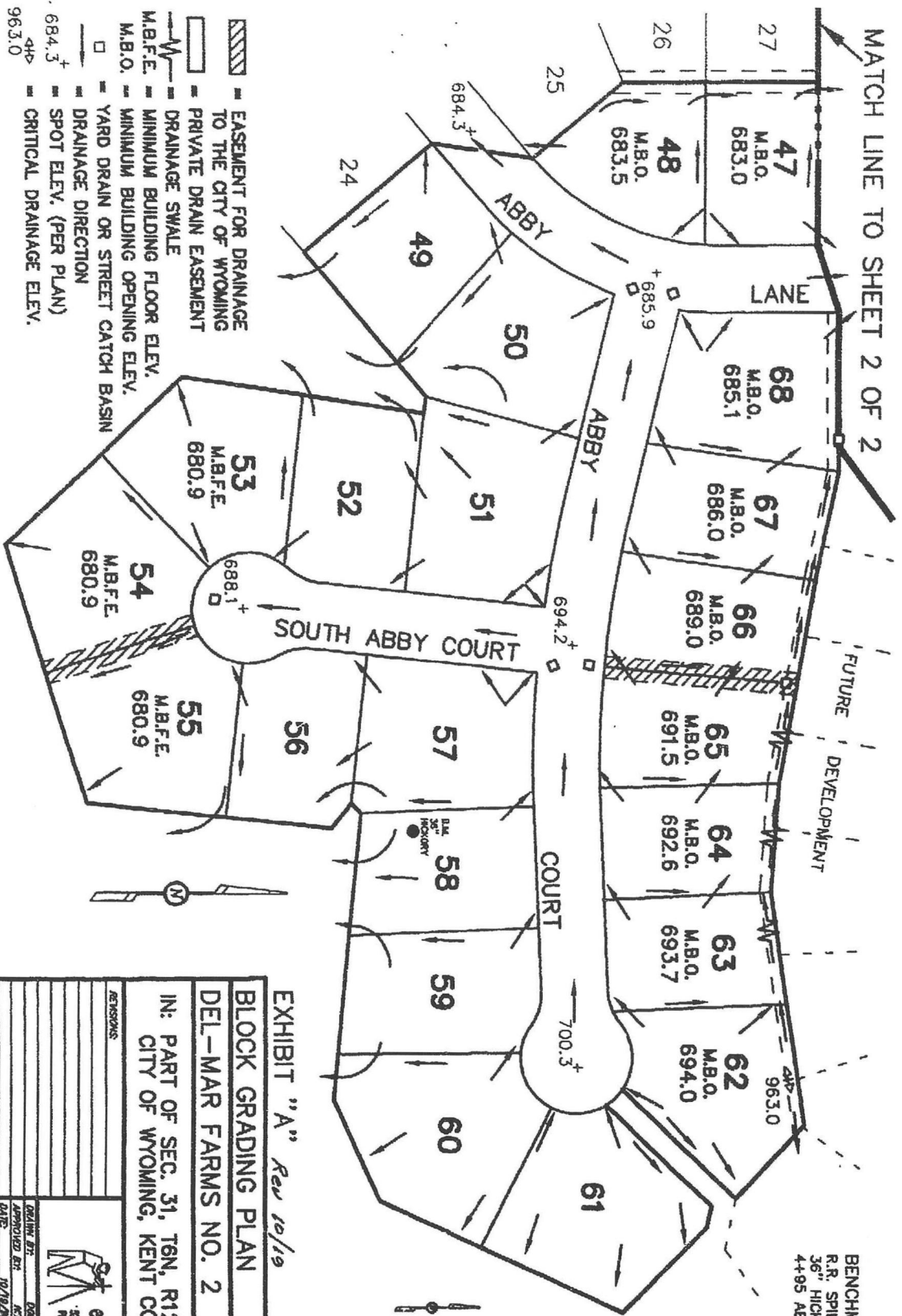
Benchmark elevation 686.43, spike in West side of 30" maple, 175' left of station 13+45 Abby Lane along the rear lot line of Lot 47.

Benchmark elevation 683.88, spike in Southwest side of triple 8" cherry 160' left of station 13+45 Abby Lane, along the rear lot line of Lot 44.

Each lot owner waives his claim against The City of Wyoming, Kent County Drain Commissioner, his employees and agents; 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 Kent County Drain Commission and The City of Wyoming are to be perpetual and shall run with the land. Drain restrictions may not be amended or modified without prior written approval of the Kent County Drain Commissioner and the City of Wyoming and properly recorded at the Kent County Register of Deeds.

MATCH LINE TO SHEET 2 OF 2



BENCHMARK ELEV. 695.78
 R.R. SPIKE IN NORTH FOOT OF
 36" HICKORY 160' RT. OF STA
 4+95 ABBY COURT.

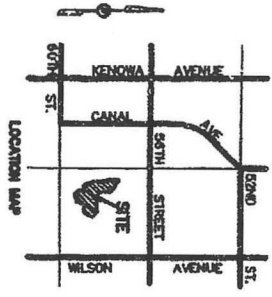


EXHIBIT "A" Rev 10/19 SHEET 1 OF 2

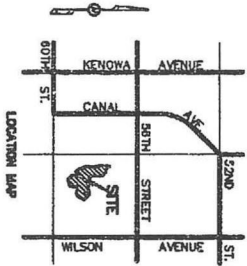
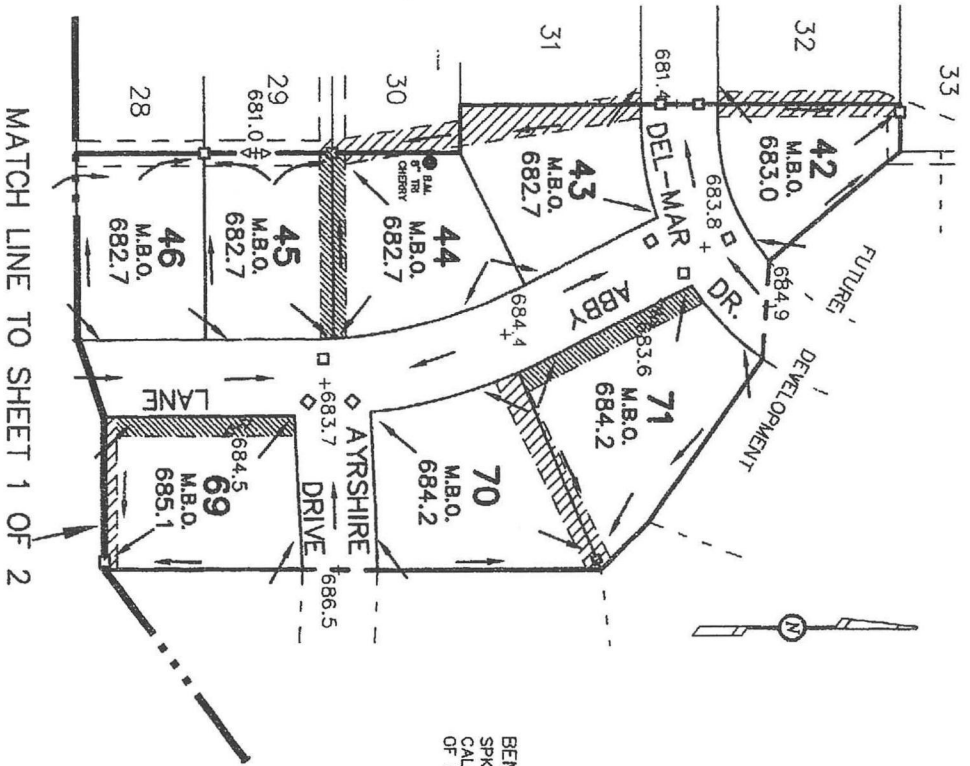
BLOCK GRADING PLAN
 DEL-MAR FARMS NO. 2

IN: PART OF SEC. 31, T6N, R12W
 CITY OF WYOMING, KENT COUNTY, MICHIGAN.

PERSONS	
DESIGNED BY	DATE
APPROVED BY	DATE
FILE NO.	DATE
SHEET	OF
1	2

exel engineering inc.
 1552 OLIVE PARK, S.E. • GRAND RAPIDS, MI 49509
 PHONE (616) 531-3000

- ▨ EASEMENT FOR DRAINAGE TO THE CITY OF WYOMING
- ▭ PRIVATE DRAIN EASEMENT
- W— DRAINAGE SWALE
- M— MINIMUM BUILDING FLOOR ELEV.
- M.B.O.— MINIMUM BUILDING OPENING ELEV.
- YARD DRAIN OR STREET CATCH BASIN
- DRAINAGE DIRECTION
- + 684.3 SPOT ELEV. (PER PLAN)
- 44D CRITICAL DRAINAGE ELEV.
- 963.0



BENCHMARK ELEV. 683.88
 SPK. IN SW SIDE OF 8" TRI. CHERRY
 CALLED OFF ABBY LANE 160' LT.
 OF STA. 13+45 ABBY LANE.

- = PVT. EASEMENT FOR DRAINAGE AND FLOODWAY
- = EASEMENT FOR DRAINAGE TO THE CITY OF WYOMING
- = PRIVATE DRAIN EASEMENT
- = DRAINAGE SWALE
- = MINIMUM BUILDING OPENING ELEV.
- = YARD DRAIN OR STREET CATCH BASIN
- = DRAINAGE DIRECTION
- = SPOT ELEV. (PER PLAN)
- = CRITICAL DRAINAGE ELEV.

EXHIBIT "A" *Rev 10/19* SHEET 2 OF 2

BLOCK GRADING PLAN

DEL-MAR FARMS NO. 2

IN: PART OF SEC. 31, T6N, R12W
 CITY OF WYOMING, KENT COUNTY, MICHIGAN.

REFERENCES

DESIGNED BY	DATE	SCALE	SHEET	OF
APPROVED BY	DATE		2	2
 excel engineering inc. 5202 ONE PARK, STE. 4 GRAND HAVEN, MI. 49438 PHONE (616) 871-3800				

13/24

CR 4511 PG 776

REC'D

99 FEB 19 11:47

Lucy D. [Signature]

REG OF DEEDS

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions, made by Del-Mar Farm Developers, L.L.C., a Michigan Limited Liability Company, of 3085 Dixie, Grandville, Michigan, 49418, hereinafter referred to as "Declarant".

WHEREAS, Declarant has previously recorded a Declaration of Covenants, Conditions and Restrictions recorded on October 22, 1997, in Liber 4181 Pages 1150 through 1162, inclusive, (hereafter referred to as "Declaration"), and

WHEREAS, Declarant has acquired additional real estate for additional lots of the Del-Mar Farm Planned Unit Development Plan, legally described on Exhibit A, which, pursuant to the Declaration may be made subject to the Declaration.

NOW THEREFORE, the lots described on Exhibit A are hereby made subject to the Declaration.

This Second Amendment is executed this 24th day of December, 1998.

witnesses:

Alayne Beckett

Diane Beckett
Michelle Sawicki

Michelle Sawicki

Del-Mar Farm Developers, L.L.C.
3085 Dixie, S.W.
Grandville, MI 49418
(616) 531-6550

By: *Kenneth A. Noorman*

Kenneth A. Noorman, Partner
Noorman Associates Land Co.,
Member

By: *Ronald F. Zandbergen*

Ronald F. Zandbergen,
Authorized Representative for
Z Enterprise, Member

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing document was acknowledged before me on this 24th day of December, 1998, by Kenneth A. Noorman as a Partner in Norman Associates Land Co. which is a Member of Del-Mar Farm Developers, L.L.C., and Ronald F. Zandbergen as the authorized representative of Z Enterprise which is a Member of Del-Mar Farm Developers, L.L.C.

Nancy B. Anderson
Nancy B. Anderson, Ottawa
Notary Public, Kent County, MI
My Commission Expires: 8/21/01

Prepared by and after
Recording return to:

Thomas R. Vander Hulst
Visser & Bolhouse
Grandville State Bank Building
Grandville MI 49418

T/CORP/DELMAR/SECOND AMENDMENT

Exhibit A

Description of Proposed Del-Mar Farm No. 3:

Part of the SE 1/4, Section 31, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the E 1/4 corner of Section 31; thence N88°15'38"W 1495.00 feet along the North line of said SE 1/4 to the Place of Beginning of this description; thence S01°44'22"W 193.00 feet; thence S88°15'38"E 120.00 feet; thence S02°08'00"E 380.47 feet; thence S10°10'53"E 60.60 feet; thence S02°08'00"E 170.00 feet; thence N87°11'42"W 371.11 feet; thence N78°49'09"W 182.47 feet; thence S75°25'00"W 46.56 feet; thence S39°14'40"W 46.57 feet; thence S11°23'40"W 90.00 feet; thence S10°01'48"E 64.98 feet; thence S21°30'00"W 157.71 feet to the Northeasterly line of Lot 71, Del-Mar Farm No. 2 as recorded in Liber 108 of Plats, Pages 34-46; thence N55°04'00"W 155.00 feet along said Northeasterly line; thence N86°46'39"W 76.15 feet to the SE corner of Lot 42, Del-Mar Farm No. 2; thence N41°38'00"W 133.13 feet to the NE corner of said Lot 42 and the East line of Del-Mar Farm as recorded in Liber 105 of Plats, Pages 18-20; thence N00°10'54"W 187.40 feet along said East line; thence N26°22'26"E 335.34 feet along said East line; thence N00°10'54"W 440.01 feet along said East line to the North line of said SE 1/4 of Section 31; thence S88°15'38"E 688.05 feet along said North line to the place of beginning. Subject to highway R.O.W. for 56th Street. This parcel contains 16.844 Acres, including highway R.O.W. This parcel contains 36 lots.

Description of Proposed Del-Mar Farm No. 4:

Part of the SE 1/4, Section 31, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the S 1/4 corner of Section 31; thence N00°10'54"W 1075.59 feet along the West line of said SE 1/4; thence N89°49'06"E 672.00 feet to the SE corner of Lot 69, Del-Mar Farm No. 2, as recorded in Liber 108 of Plats, Pages 34-36 and the Place of Beginning of this description; thence N00°10'54"W 391.79 feet along the East line of Lot 69 and 70, Del-Mar Farm No. 2; thence N42°27'47"W 52.13 along the Northeasterly line of Lot 71, Del-Mar Farm No. 2; thence N21°30'00"E 157.71 feet; thence N10°01'48"W 64.98 feet; thence N11°23'40"E 90.00 feet; thence N39°14'40"E 46.57 feet; thence N75°25'00"E 46.56 feet; thence S78°49'09"E 182.47 feet; thence S87°11'42"E 371.11 feet; thence N02°08'00"W 170.00 feet; thence N87°52'00"E 58.00 feet; thence Southeasterly 185.30 feet along a 520.00 foot radius curve to the right, the chord of which bears S81°55'30"E 184.32 feet; thence S71°43'00"E 245.00 feet; thence S18°17'00"W 25.00 feet; thence Southwesterly 216.56 feet along a 330.00 foot radius curve to the right, the chord of which bears S37°05'00"W 212.70 feet; thence S47°00'00"E 269.31 feet; thence S10°04'00"E 170.00 feet; thence S54°25'41"W 596.00 feet; thence S88°21'27"W 40.00 feet to the Northeasterly corner of Lot 62, Del-Mar Farm No. 2; thence N47°03'20"W 100.59 feet along the Northeasterly line of said Lot 62; thence S82°15'00"W 205.00 feet along the Northerly line of Del-Mar Farm No. 2; thence N86°40'22"W 100.87 feet along said Northerly line; thence N80°14'13"W 311.66 feet along said Northerly line to the place of beginning. This parcel contains 20.657 Acres. This parcel contains 41 to 53 lots.

E 1/4 COR.
SEC. 31



P.O.B.

NO. 3

NO. 4

P.O.B.

S 1/4 COR.

RECORDED
59 FEB 19 11:42
[Signature]
REG. 10/1/1983

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

This Third Amendment to the Declaration of Covenants, Conditions and Restrictions made by Del-Mar Farm Developers, L.L.C., a Michigan Limited Liability Company, of 3085 Dixie, Grandville, Michigan, 49418, hereinafter referred to as "Declarant".

WHEREAS, Declarant has previously recorded a Declaration of Covenants, Conditions and Restrictions recorded on October 22, 1997, in Liber 4181 Pages 1150 through 1162, inclusive, (referred to as "Declaration") and has made additional lots subject to the Declaration with a First Amendment to Declaration of Covenants, Conditions and Restrictions, and a Second Amendment to Declaration of Covenants, Conditions and Restrictions, and

WHEREAS, the Del-Mar Farm Planned Unit Development Plan ("P.U.D.") provides for a recreational area for the benefit of all of the residents of the P.U.D., and

WHEREAS, no property specified for use as the conservation park has been obtained by Declarant, and

WHEREAS, the residents of the P.U.D. will either 1) own single family detached residences subject to the Declaration or 2) own condominium units not subject to the Declaration, and

WHEREAS, more than ninety percent (90%) of the lot owners on the date this amendment is executed believe it is in the best interest of the owners of the single-family residences to enter into a joint ownership/management arrangement of the recreational area with the condominium association.

NOW THEREFORE, the Declarations are amended to add an Article VII, which shall read as follows:

ARTICLE VII

DEL-MAR FARM RECATIONAL COMPLEX

Section 1. Recreational Complex. In lieu of establishing a conservation park as described in the Declaration, the Declarant and the Del-Mar Farm Neighborhood Association, a Michigan nonprofit corporation may enter into the Recreational Easement Agreement attached as Exhibit A with the Del-Mar Village Condominium Association, a Michigan nonprofit corporation, for the ownership and maintenance of the recreational area.

This Third Amendment is executed this 16th day of FEB, 1998

witnesses:

Diane Beckett
Diane Beckett
Melissa Sawicki
Melissa Sawicki

Del-Mar Farm Developers, L.L.C.
3085 Dixie, S.W.
Grandville, MI 49418
(616) 531-6550

By: Kenneth A. Noorman
Kenneth A. Noorman, Partner
Noorman Associates Land Co.,
Member

By: Ronald F. Zandbergen
Ronald F. Zandbergen,
Authorized Representative for
Z Enterprise, Member

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing document was acknowledged before me on this 16th day of FEB, 1998, by Kenneth A. Noorman as a Partner in Norman Associates Land Co. which is a Member of Del-Mar Farm Developers, L.L.C., and Ronald F. Zandbergen as the authorized representative of Z Enterprise which is a Member of Del-Mar Farm Developers, L.L.C.

Nancy B. Anderson
Nancy B. Anderson ^{O'Hawa}
Notary Public, Kent County, MI
My Commission Expires: 8/2/01

Prepared by and after
Recording return to:
Thomas R. Vander Hulst
Visser & Bolhouse
Grandville State Bank Building
Grandville MI 49418
T/CORP/DELMAR/THIRD AMENDMENT

STATE OF MICHIGAN
COUNTY CLERK
RECEIVED FOR RECORD

98 DEC 18 PM 3:58

John J. Gaud
REG. OF DEEDS

RECREATIONAL EASEMENT AGREEMENT

THIS RECREATIONAL EASEMENT AGREEMENT has been executed as of December 8, 1998, by and among DEL-MAR FARM DEVELOPERS, L.L.C., a Michigan limited liability company, whose address is 3085 Dixie, Grandville, Michigan 49418 (the "Developer"), DEL-MAR FARM NEIGHBORHOOD ASSOCIATION, a Michigan not-for-profit corporation, whose address is 3085 Dixie, Grandville, Michigan 49418 (the "Homeowners Association"), and DEL-MAR VILLAGE CONDOMINIUM ASSOCIATION, a Michigan nonprofit corporation, whose address is 4096 White Street, S.W., Grandville, Michigan 49418 (the "Condominium Association").

RECITALS:

A. The Developer is the owner in fee simple of the property located in the City of Wyoming, Kent County, Michigan, depicted and described on Exhibit A hereto (the "Easement Area").

B. The Developer will construct tennis courts, a swimming pool, and a recreational building and may construct other improvements upon the Easement Area to create what will be known as the "Del-Mar Farm Recreational Complex."

C. The Homeowners Association will have as members all of the owners of lots in the Del-Mar Farm Subdivision development, which is all property from time to time included in the Declaration of Covenants, Conditions and Restrictions therefor recorded on October 22, 1997, in Liber 4181 at Page 1150, Kent County Records. The Del-Mar Farm Subdivision development may contain as many as 170 lots.

D. The Condominium Association will have as members all of the co-owners of Del-Mar Village Condominium, a condominium project to be established pursuant to a Master Deed under the provisions of the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended (herein called the "Master Deed"), and to be located upon a parcel of property north

of the Easement Area. As provided in the Master Deed, this condominium project may be enlarged to include as many as 78 units.

E. Developer desires to transfer an exclusive perpetual surface easement over the Easement Area (including the pond, walking trails, tennis courts, swimming pool, recreational building and any other improvements now or hereafter constructed upon the said area), which easement shall benefit the members of the Homeowners Association and the members of the Condominium Association. Developer will convey fee simple title to the Easement Area to the Del-Mar Farm Recreational Association, a Michigan nonprofit corporation, which shall be responsible for administering the Recreational Complex.

F. Pursuant to the terms of the Master Deed, the Condominium Association shall act as the representative of the co-owners of Del-Mar Village Condominium in respect of the Easement Area.

G. The Homeowners Association shall act as the representative of the lot owners in the Del-Mar Farm Subdivision development in respect of the Easement Area.

H. The parties desire to equitably provide for the management and operation of the Easement Area and for the apportionment of costs and expenses related to the operation, repair, maintenance and replacement of improvements upon the Easement Area, including expenses for taxes and insurance.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below and intending to be legally bound, the parties agree as follows:

1. Dedication of Easement. The Developer hereby dedicates to the Condominium Association for the benefit of its members and to the Homeowners Association for the benefit of its members a perpetual, exclusive surface easement over the Easement Area (the "Easement"), subject to the terms and conditions of this Agreement. The Developer shall nevertheless be entitled to enter upon the Easement Area for any lawful purpose, such as the installation, maintenance or completion of improvements.

2. Establishment of a Management Committee. The Easement Area shall be managed by a committee (herein called the "Management Committee"), which shall consist of five members, three to be appointed by the Homeowners Association and two to be appointed by the Condominium Association. Members of the Management Committee shall serve for such terms as shall be determined by the Homeowners Association and the Condominium Association, respectively, for members appointed by them. The Management Committee shall (i) be responsible for decisions concerning the management and operation of the Easement Area, (ii) establish rules and regulations for the Easement Area and procedures for the carrying out of its obligations hereunder, and (iii) also constitute the board of directors of the Del-Mar Farm

Recreational Association. The Management Committee shall maintain and operate all portions of the Easement Area, including all improvements, in a first-class, quality manner. Nothing provided herein shall restrict in any way the authority of the Management Committee to employ a manager to conduct the day-to-day management of the Easement Area, or other employees, which authority is hereby expressly granted. Such manager may be the same person or entity as any manager hired or to be hired by the Condominium Association.

3. Decisions of Management Committee. Decisions of the Management Committee shall be binding upon the parties hereto. Except as otherwise provided herein, or unless otherwise agreed upon by the Homeowners Association and the Condominium Association, all actions taken by the Management Committee shall be by a majority vote of the entire committee. No proxy voting shall be permitted.

4. Books of Account. The Management Committee shall keep or cause to be kept books of account showing all expenditures and receipts. Such books of account shall be kept separate from the books and records of any party and shall be open for inspection by the members of the Homeowners Association, the members of the Condominium Association during reasonable working hours on normal working days at the office of the Management Committee, which office shall be located within the City of Wyoming, Kent County, Michigan, or within any political entity which is a successor thereto.

5. Apportionment of Expenses. The cost and expense of the management, operation, repair, maintenance and replacement of any improvements upon the Easement Area, including all expenses for taxes and insurance, and a reasonable reserve for replacement, if one shall be established by the Management Committee, shall be apportioned between the Homeowners Association and the Condominium Association on the basis of the number of non-Developer owned lots or units, respectively, each lot or unit to bear an equal share of the cost. Each Association shall be responsible for raising funds to pay its share of the costs as it shall determine. Failure to collect from members shall not, however, excuse timely payment by either Association. The Management Committee shall have the authority to deny access to the Easement Area to any person it is advised by one of the Associations is not paying his or her share of the costs. Subject to the provisions of Paragraph 6 below, the Management Committee may make improvements to the Easement Area and assess its members the cost thereof.

6. Super-majority Requirement. Anything to the contrary herein notwithstanding, the following actions may only be taken with the greater than majority vote of the members of the Management Committee or of the Associations:

- (a) Changes in this Recreational Easement Agreement shall require the unanimous approval of the Management Committee and the approval of two-thirds of the members of each Association.

(b) Adoption of and any changes in operating rules shall require the approval of four of the five members of the Management Committee.

(c) Expenditures for improving the Easement Area (excluding repairs, maintenance and replacement of facilities existing at the time of the expenditure) in excess of Ten Thousand Dollars (\$10,000) shall require the approval of four of the five members of the Management Committee; such expenditures in excess of Twenty Thousand Dollars (\$20,000) shall require the approval of all of the members of the Management Committee; such expenditures in excess of Twenty-five Thousand Dollars (\$25,000) shall require the approval of all members of the Management Committee plus two-thirds of the members of all lots and units entitled to use the Easement Area in the aggregate; such expenditures in excess of Thirty Thousand Dollars (\$30,000) shall require the approval of all the members of the Management Committee and the approval of two-thirds of the members of each Association.

7. Use of Easement Area. The Easement Area shall be reserved for the full, nondiscriminatory use, in common with each other, of the members of the Homeowners Association and the members of the Condominium Association and their respective families, guests and invitees. For purposes of the right to use the Easement Area, the tenants of any member shall be considered members. The Management Committee may regulate use of the Easement Area by guests and invitees in a reasonable manner to insure that the Easement Area will not be overcrowded and that members of the respective associations will have an adequate opportunity to utilize the facilities. The Management Committee may also adopt and enforce reasonable rules and regulations in respect of the Easement Area.

8. Additional Responsibilities for Maintenance. The parties agree that the Management Committee shall have responsibility and authority for the maintenance, repair and/or replacement of all improvements located within the boundaries of the Easement Area, including, without limitation, the maintenance, repair and/or replacement of the pond, tennis courts, swimming pool, recreational building and any other improvements on the Easement Area. If snow removal is necessary to permit the full use and enjoyment of the Easement Area, maintenance shall include the cost of snow removal.

9. Reserve for Major Repairs or Replacements. The Management Committee may, upon a majority vote, establish and maintain a segregated reserve fund for major repairs and replacements in an amount determined by the Management Committee to be appropriate. Monies in the reserve fund shall be used only for major repairs and replacements and improvements on the Easement Area.

10. Reconstruction or Repair. If any part of the improvements on the Easement Area are damaged, they shall be reconstructed or repaired, unless it is determined by a unanimous vote

of the Management Committee that the damage shall not be reconstructed or repaired. If insurance proceeds and the reserve for major repairs and replacements shall be inadequate to fund the reconstruction or repair, the members of each association shall be assessed to pay for such reconstruction or repairs on the apportionment basis set forth in Paragraph 5 above.

11. Insurance. The Management Committee shall obtain such fire and extended coverage, vandalism, malicious mischief and liability insurance, and any other insurance coverage as the Management Committee may deem appropriate. All such insurance will be purchased by the Management Committee for the benefit of the parties, as their interests may appear.

12. Arbitration. In any case in which a matter has been submitted to the Management Committee for approval, and the Management Committee has been unable to render a decision on such matter, then, except as otherwise provided in this Agreement, the Homeowners Association or the Condominium Association may submit the matter to binding arbitration in the following manner:

(a) Notices; Appointment of Arbiters. The party desiring such arbitration shall give written notice to that effect to the other party and shall in such notice appoint a person knowledgeable with respect to business management and operation. Within 15 days thereafter, the other party shall by written notice to the original party appoint a second person similarly qualified as the first arbiter. The arbiters thus appointed shall appoint a third disinterested person of recognized competence in such field, and such three arbiters shall, as promptly as possible, determine such matter; provided, however, that (i) if the second arbiter shall not have been appointed as aforesaid, the first arbiter shall proceed to determine such matter; and (ii) if the two arbiters appointed by the parties shall be unable to agree, within 15 days after the appointment of the second arbiter, upon the appointment of a third arbiter, they shall give written notice of such failure to agree to the parties, and if the parties fail to agree upon the selection of such third arbiter within 15 days after the arbiters appointed by the parties give the notice aforesaid, then within 10 days thereafter either of the parties may upon written notice to the other party request that such appointment be made by the president of the American Arbitration Association (or any organization successor thereto) or, in his absence, refusal, failure or inability to act, apply for such appointment to the Circuit Court of the County of Kent, or to any other court having jurisdiction to exercise a function similar to such court.

Each party shall be entitled to present evidence and argument to the arbiters.

(b) Determination by Arbiters. The determination of a majority of the arbiters or the sole arbiter, as the case may be, shall, to the extent permitted by

law, be conclusive upon the parties and judgment upon the same may be entered by any court having jurisdiction thereof. The arbiters shall give written notice to the Developer, the Homeowners Association and the Condominium Association stating their determination and shall furnish to each a copy of such determination signed by them.

(c) Expenses. Except as otherwise provided in this Agreement, each Association shall bear the cost and expenses of the arbiters selected by them, and the expense of the third arbiter shall be borne equally between them.

(d) Substitution of Arbiters. In the event of the failure, refusal or inability of any arbiter to act, a new arbiter shall be appointed in his stead, which appointment shall be made in the same manner as hereinbefore provided for the appointment of the arbiter so failing, refusing or unable to act.

13. Notices. All notices required or permitted to be given hereunder shall be given in writing, by registered or certified mail, return receipt requested, addressed to the parties at the addresses set forth above, or at such other addresses as may be designated in such manner, and the date of registration or certification shall be the effective date of such notice.

14. Headings. The titles of sections and paragraphs are inserted for convenience only and shall in no way define or limit the scope or meaning of any section or paragraph.

15. Binding Effect; Amendment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The Easement established hereby shall (i) benefit each lot in the Del-Mar Farm Subdivision development and each unit in Del-Mar Village Condominium, (ii) burden the Easement Area and (iii) run with the land. This Agreement shall not be amended except by an agreement in writing signed by or on behalf of all of the parties.

IN WITNESS WHEREOF, the undersigned have executed this Recreational Easement Agreement as of the date first written above.

Witnesses:

DEL-MAR FARM DEVELOPERS, L.L.C.

Lynn D. Schultz
(Lynn D. Schultz)
John G. Cameron Jr.
(John G. Cameron Jr.)

By Kenneth A. Noorman
Kenneth A. Noorman
Its Member

DEL-MAR FARM NEIGHBORHOOD ASSOCIATION

Lynn D. Schultz
(Lynn D. Schultz)
John G. Cameron Jr.
(John G. Cameron Jr.)

By Kenneth A. Noorman
Kenneth A. Noorman
Its President

DEL-MAR VILLAGE CONDOMINIUM ASSOCIATION

Lynn D. Schultz
(Lynn D. Schultz)
John G. Cameron Jr.
(John G. Cameron Jr.)

By Daniel L. Vredevoogd
Daniel L. Vredevoogd
Its President

STATE OF MICHIGAN)
: ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 8th day of December, 1998, by Kenneth A. Noorman, a Member of Del-Mar Farm Developers, L.L.C., a Michigan limited liability company, on behalf of said company.

Lynn D. Schultz
Lynn D. Schultz
Notary Public, Kent County, Michigan.
My commission expires: 4-10-2000

STATE OF MICHIGAN)
: ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 8th day of December, 1998, by Kenneth A. Noorman, the President of Del-Mar Farm Neighborhood Association, a Michigan not-for-profit corporation, on behalf of said corporation.

Lynn D. Schultz
Lynn D. Schultz
Notary Public, Kent County, Michigan.
My commission expires: 4-10-2000


STATE OF MICHIGAN)
 : ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 8th day of December, 1998, by Daniel L. Vredovogd, the President of Del-Mar Village Condominium Association, a Michigan nonprofit corporation, on behalf of said corporation.

Lynn D. Schultz
Lynn D. Schultz
Notary Public, Kent County, Michigan.
My commission expires: 4-10-2000

THIS INSTRUMENT PREPARED BY:

John G. Cameron, Jr.
Warner Norcross & Judd LLP
900 Old Kent Building
111 Lyon Street, N.W.
Grand Rapids, Michigan 49503-2487
Telephone: (616) 752-2134
355822v1

FILE NO.	972122	DATE	SEPT 22, 1994
 exxel engineering inc. 5932 OLIVE PARK, SUITE 4 GRAND RAPIDS, MI 49508 PHONE (616) 381-3889			
REVISED: NOV. 30, 1996			

Sketch and description for:
 Zandbergen/Noorman Partnership
 ATTN: Ken Noorman
 3085 Dixie, S.W.
 Grandville, MI 49418

Description:
 That part of the SE 1/4, Section 31, T8N, R12W, City of Wyoming, Kent County, Michigan (see page 2 of 2 for complete legal description).

SCALE: 1" = 300'

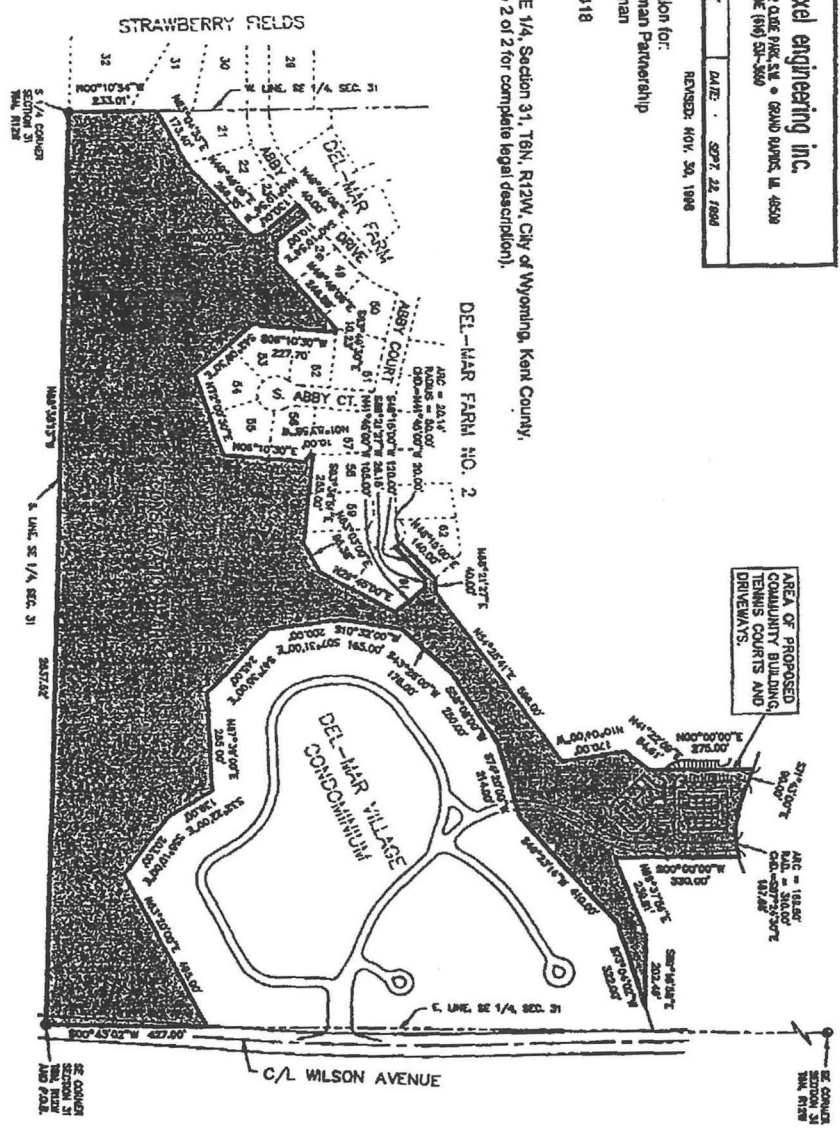


EXHIBIT A

Description:

That part of the SE 1/4, Section 31, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: BEGINNING at the SE corner of Section 31; thence N88°38'13"W 2637.52 feet along the South line of said SE 1/4 to the S 1/4 corner of Section 31; thence N00°10'54"W 233.01 feet along the West line of said SE 1/4 to the SW corner of Del-Mar Farm; thence N63°04'33"E 173.40 feet along the Southerly line of Del-Mar Farm; thence N49°49'06"E 269.35 feet and N00°00'00"E 26.18 feet and N40°10'54"W 130.00 and N49°49'06"E 40.00 feet and S40°10'54"E 110.00 feet and N90°00'00"E 62.00 feet along said Southerly line of Del-Mar Farm; thence N49°49'06"E 248.88 feet along the Southerly line of Del-Mar Farm and Del-Mar Farm No. 2; thence S83°49'30"E 10.23 feet along said Southerly line of Del-Mar Farm No. 2; thence S06°10'30"W 227.70 feet and S42°09'30"E 208.25 feet and N72°00'30"E 246.00 feet and N06°10'30"E 223.00 feet and N59°41'15"W 24.46 feet and N01°53'58"W 10.00 feet and S83°36'51"E 255.00 feet and N63°03'00"E 95.38 feet along said Southerly line of Del-Mar Farm No. 2; thence N29°45'00"E 237.39 feet along the Easterly line of Del-Mar Farm No. 2; thence N41°45'00"W 105.00 feet along said Easterly line; thence S88°21'27"W 26.15 feet along the Northerly line of Lot 61, Del-Mar Farm No. 2; thence S48°15'00"W 120.00 feet along the Northwesterly line of said Lot 61; thence Northwesterly 20.14 feet along the Easterly line of Abby Court on a 50.00 foot radius curve to the left, the chord of which bears N41°45'00"W 20.00 feet; thence N48°15'00"E 140.00 feet along the Southeasterly line of Lot 62, Del-Mar Farm No. 2; thence N88°21'27"E 40.00 feet; thence N54°25'41"E 596.00 feet; thence N10°04'00"W 170.00 feet; thence N41°22'09"E 84.61 feet; thence N00°00'00"E 275.00 feet; thence S71°43'00"E 90.00 feet; thence Southeasterly 169.80 feet along a 310.00 foot radius curve to the left, the chord of which bears S87°24'30"E 167.68 feet; thence S00°00'00"W 330.00 feet; thence N69°37'56"E 239.81 feet; thence S89°16'58"E 202.49 feet; thence S73°04'02"W 245.91 feet along the Northerly line of Del-Mar Village Condominium; thence S49°23'14"W 410.00 feet and S74°20'00"W 214.00 feet and S58°08'00"W 250.00 feet and S43°28'00"W 178.00 feet along said Northerly line; thence S10°32'00"W 165.00 feet along the Westerly line of Del-Mar Village Condominium; thence S07°31'00"E 200.00 feet along said Westerly line; thence S47°35'00"E 245.00 feet along the Southerly line of Del-Mar Village Condominium; thence N87°39'00"E 285.00 feet along said Southerly line; thence S32°22'00"E 139.00 feet along said Southerly line; thence S55°10'00"E 203.00 feet along said Southerly line; thence N63°20'00"E 495.00 feet along said Southerly line to the SE corner of Del-Mar Village Condominium; thence S00°43'02"W 427.00 feet along the East line of the SE 1/4 of said Section 31 to the place of beginning. This parcel contains 33.629 Acres.

FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

This Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions, made by Del-Mar Farm Developers, L.L.C., a Michigan Limited Liability Company, of 3085 Dixie, Grandville, Michigan, 49418, hereinafter referred to as "Declarant".

WHEREAS, Declarant has previously recorded a Declaration of Covenants, Conditions and Restrictions recorded on October 22, 1997, in Liber 4181 Pages 1150 through 1162, inclusive, (hereafter referred to as "Declaration") and

①

WHEREAS, Declarant has acquired additional real estate for Lots 72 through 107 of the Del-Mar Farm Planned Unit Development Plan, legally described as:

Lots seventy-two (72) through one hundred seven (107) of Del-Mar Farm, Section 31, T6N, R12W, City of Wyoming, Kent County, Michigan, according to the recorded plat thereof as recorded at Liber 112 of plats, Pages 7 through 9 inclusive,

and

WHEREAS, the Declaration provides that Lots 72 through 107 shall become subject to the Declaration.

NOW THEREFORE, lots seventy two through one hundred seven of Del-Mar Farm are subject to the Declaration and specifically subject to Article V, Section 1, b and c of the Declaration as follows:

- b. For lots seventy two (72) through one hundred seven (107) there shall be a minimum ground floor area of one thousand four hundred and fifty (1,450) square feet for each one-story single-family dwelling erected, exclusive of porches, garages, and breeze-ways, and each bi-level, tri-level, or two-story dwelling shall have a minimum of one thousand eight hundred (1,800) square feet and a minimum of nine hundred (900) square feet for the ground floor.
- c. The General Drainage Restrictions for Del-Mar Farm contained in Attachment "1" are incorporated herein in their entirety.

This Fourth Amendment is executed this 24th day of January, 2000.

Del-Mar Farm Developers, L.L.C.
3085 Dixie, S.W.
Grandville, MI 49418
(616) 531-6550

By: Kenneth A. Noorman
Kenneth A. Noorman, Partner
Noorman Associates Land Co.,
Member

STATE OF MICHIGAN
COUNTY OF KENT
RECEIVED FOR RECORD
2000 MAR 14 AM 11:31
REG. OF DEEDS

**GENERAL DRAINAGE RESTRICTIONS
DEL-MAR FARM NO. 3**

**RESTRICTIONS PURSUANT TO THE REQUIREMENTS OF THE
KENT COUNTY DRAIN COMMISSION AND THE CITY OF WYOMING**

To protect the homesites from the adverse effect of storm water runoff, rear yard catchbasins have been installed, and rear yard surface grading has been performed to direct the rear yard runoff into the basins. For all the lots in the subdivision that are subject to private easements for drainage, said easements shall be protected and maintained by the adjoining lot owners and shall not be the responsibility of the Kent County Drain Commission or the City of Wyoming. These easements and drainage swales are for the benefit of all the lots and no construction development or grading may occur within these easements and swales which will interfere with the drainage rights of all lots within the subdivision. The easements and swales are for the continuous passage of surface drainage water across said lots and are for the benefit of all adjacent lots. Critical drainage routes, i.e. floodways, have been reserved along the lot line common to Lots 77 & 78 and 91 & 92, along the rear of Lots 99, 100 and along the side of Lot 98. These emergency overland floodway swales must be preserved. The imposition of such easements shall not, except as previously stated, prevent the alteration, development and improvement of said lots, or the construction of permanent buildings and structures, provided that no such alteration development improvement or construction interferes with the continuous passage of surface drainage across said lots. Care shall be taken when final yard grading and landscaping is performed to insure that no major plantings, earthmoving, structures, swimming pools, fences or shrubs be installed which will jeopardize the effectiveness of the drainage course or storm sewer system. Each lot owner shall be responsible to maintain that portion of the drainage system or easement on his property. The direction of surface water drainage is shown on the block grading plan, EXHIBIT "A" attached hereto. A more detailed grading plan is available at the engineering department of the City of Wyoming.

To eliminate the potential of flooding from backyard surface drainage of storm water from adjacent higher lots, the following lots shall maintain the minimum building opening elevations listed for each lot. The elevations listed below are shown on the block grading plan, Exhibit "A", and are based on N.G.V. Datum; a bench mark is available in the plat. For bench mark information and location call Exxel Engineering, Inc. at (616) 531-3660.

Minimum building opening floor elevations for the following lots are:

<u>LOT NUMBER</u>	<u>MINIMUM OPENING ELEVATION</u>
72	682.5
73&74	684.2
75	684.5
76	686.5
77-82	687.5
83	689.0
84	691.0
85	693.0
86	693.5
87	692.0
88	690.0
89-94	688.0
95	688.8
96	690.0
97	692.5
98-102	686.0
103	686.5
104	687.8
105	690.8
106	691.8
107	692.7

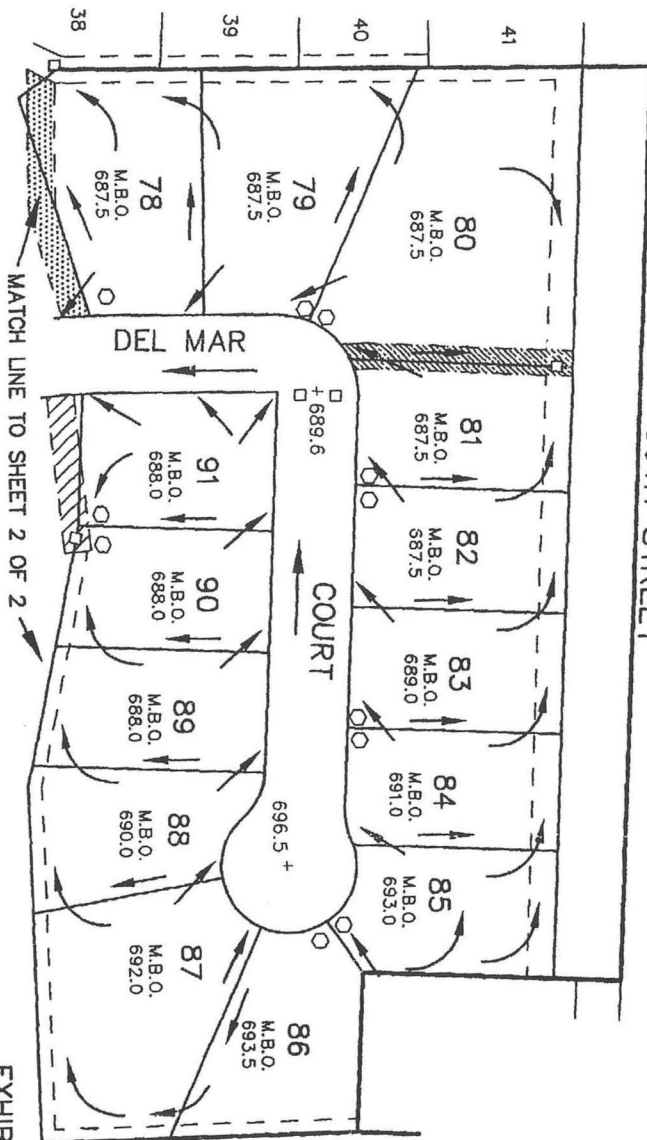
"Because of a potential of clay soil conditions, most of the lots in the subdivision have been provided with footing drain connections to the storm sewer. The connection is to be made from the sump pump through a check valve system to the footing drain provided. Under not circumstances shall a gravity connection to the footing drain be allowed. The footing drain location and elevation for each lot are indicated on the Block Grading Plan on attached Exhibit "A".

Each lot owner waives his claim against The City of Wyoming, Kent County Drain Commissioner, his employees and agents, 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 Kent County Drain Commission and The City of Wyoming are to be perpetual and shall run with the land. Drain restrictions may not be amended or modified without prior written approval of the Kent County Drain Commissioner and the City of Wyoming and properly recorded at the Kent County Register of Deeds, excepting therefrom building opening elevations may be amended or modified needing only prior written approval of the Kent County Drain Commission and the City of Wyoming.

R982489E

56TH STREET



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

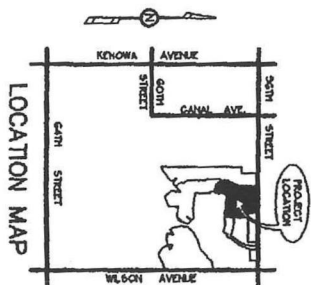


EXHIBIT "A"

SHEET 1 OF 2

- = PRIVATE EASEMENT FOR PUBLIC UTILITIES TO THE CITY OF WYOMING
- = PRIVATE EASEMENT FOR PUBLIC UTILITIES AND FLOODWAY TO THE CITY OF WYOMING
- = PRIVATE EASEMENT FOR DRAINAGE
- = PRIVATE EASEMENT FOR DRAINAGE AND FLOODWAY
- = MINIMUM BUILDING OPENING ELEV.

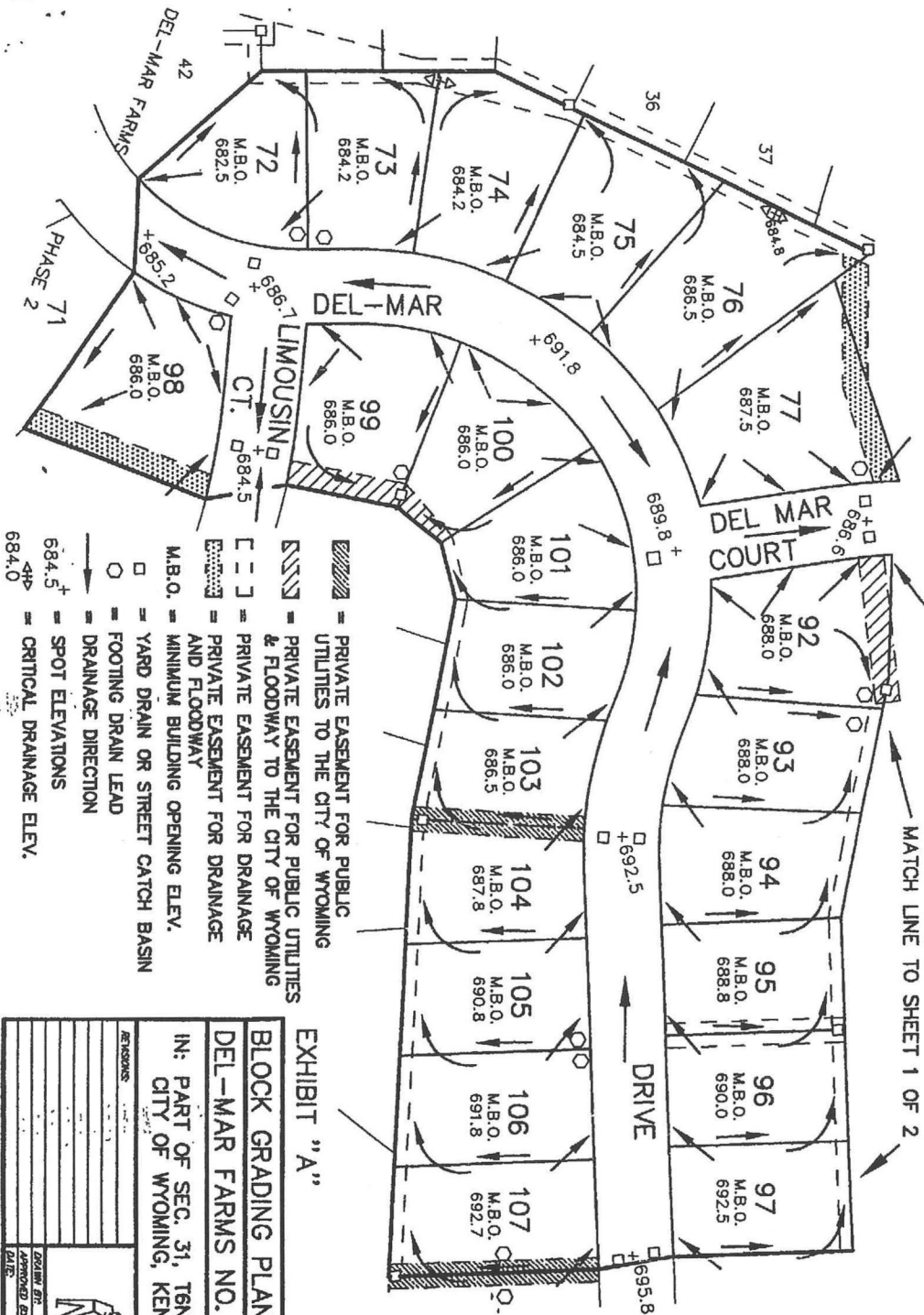
- = YARD DRAIN OR STREET CATCH BASIN
- = FOOTING DRAIN LEAD
- = DRAINAGE DIRECTION
- = SPOT ELEVATIONS

BLOCK GRADING PLAN
DEL-MAR FARMS NO. 3

IN: PART OF SEC. 31, T6N, R12W
 CIRT OF WYOMING, KENT COUNTY, MICHIGAN.

excel engineering inc.
 383 ONE MICHIGAN • GRAND RAPIDS, MI 49508
 PHONE (616) 571-5888

DESIGNER	DATE	SCALE	SHEET	OF
APPROVED BY	DATE		1	2



- ▨ = PRIVATE EASEMENT FOR PUBLIC UTILITIES TO THE CITY OF WYOMING
- ▨ = PRIVATE EASEMENT FOR PUBLIC UTILITIES & FLOODWAY TO THE CITY OF WYOMING
- ▨ = PRIVATE EASEMENT FOR DRAINAGE AND FLOODWAY
- ▨ = MINIMUM BUILDING OPENING ELEV.
- ▨ = YARD DRAIN OR STREET CATCH BASIN
- = FOOTING DRAIN LEAD
- = DRAINAGE DIRECTION
- + = SPOT ELEVATIONS
- ⊕ = CRITICAL DRAINAGE ELEV.

FOR BENCH MARK INFORMATION CONTACT EXCEL ENG. (531-3750)

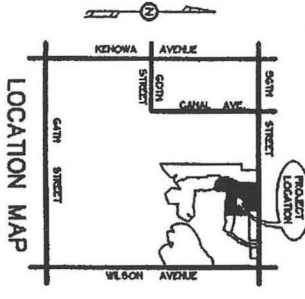


EXHIBIT "A"
BLOCK GRADING PLAN
DEL-MAR FARMS NO. 3
SHEET 2 OF 2

IN: PART OF SEC. 31, T6N, R12W CITY OF WYOMING, KENT COUNTY, MICHIGAN.	
EXCEL engineering inc. 302 CREEK PARK, S.W. • GRAND RAPIDS, MI 49508 PHONE (616) 537-5800	
DESIGNER APPROVED BY DATE: 8/12/20	FILE NO.: SHEET 2 OF 2

STATE OF MICHIGAN
COUNTY OF KENT
RECEIVED FOR RECORD

2001 APR 17 AM 10:16

Mary Holmsted

FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions, made by Del-Mar Farm Developers, I. L. C., a Michigan Limited Liability Company, of 3085 Dixie, Grandville, Michigan, 49418, hereinafter referred to as "Declarant".

WHEREAS, Declarant has previously recorded a Declaration of Covenants, Conditions and Restrictions recorded on October 22, 1997, in Liber 4181 Pages 1150 through 1162, inclusive, (hereafter referred to as "Declaration") and

WHEREAS, Declarant has acquired additional real estate for Lots 108 through 149 of the Del-Mar Farm Planned Unit Development Plan, legally described as

Lots one hundred eight (108) through one hundred forty nine (149) of Del-Mar Farm, Section 31, T6N, R12W, City of Wyoming, Kent County, Michigan, according to the recorded plat thereof as recorded at Liber 114 of plats, Pages 28 through 30 inclusive,

and

WHEREAS, the Declaration provides that Lots 108 through 149 shall become subject to the Declaration

NOW THEREFORE, lots one hundred eight through one hundred forty nine of Del-Mar Farm are subject to the Declaration and specifically subject to Article V, Section 1, b and c of the Declaration as follows.

b. For lots one hundred eight (108) through one hundred forty nine (149) there shall be a minimum ground floor area of one thousand four hundred and fifty (1,450) square feet for each one-story single-family dwelling erected, exclusive of porches, garages, and breeze-ways, and each bi-level, tri-level, or two-story dwelling shall have a minimum of one thousand eight hundred (1,800) square feet and a minimum of nine hundred (900) square feet for the ground floor.

c. The General Drainage Restrictions for Del-Mar Farm contained in Attachment "1" are incorporated herein in their entirety

Lots 108 through 149, upon completion of development, have been graded and seeded in conformance with the approved grading plan and soil erosion and sedimentation control requirements.

Therefore, each lot owner shall be responsible for the restoration of any disturbance or damage caused during the course of home construction, to the drainage swales and established turf on any adjacent lot. Such restoration including regrading to the original design grade and reseeded shall be completed within 30 days of the disturbance.

This Fifth Amendment is executed this 23rd day of March, 2001

LIBER 5369 PG 1395*

STATE OF MICHIGAN
COUNTY OF KENT
RECEIVED FOR RECORD

2001 APR 17 AM 10:16

Mary Holliman

FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions, made by Del-Mar Farm Developers, L. L. C., a Michigan Limited Liability Company, of 3085 Dixie, Grandville, Michigan, 49418, hereinafter referred to as "Declarant".

WHEREAS, Declarant has previously recorded a Declaration of Covenants, Conditions and Restrictions recorded on October 22, 1997, in Liber 4181 Pages 1150 through 1162, inclusive, (hereafter referred to as "Declaration") and

WHEREAS, Declarant has acquired additional real estate for Lots 108 through 149 of the Del-Mar Farm Planned Unit Development Plan, legally described as:

Lots one hundred eight (108) through one hundred forty nine (149) of Del-Mar Farm, Section 31, T6N, R12W, City of Wyoming, Kent County, Michigan, according to the recorded plat thereof as recorded at Liber 114 of plats, Pages 28 through 30 inclusive,

and

WHEREAS, the Declaration provides that Lots 108 through 149 shall become subject to the Declaration

NOW THEREFORE, lots one hundred eight through one hundred forty nine of Del-Mar Farm are subject to the Declaration and specifically subject to Article V, Section 1, b and c of the Declaration as follows.

- b. For lots one hundred eight (108) through one hundred forty nine (149) there shall be a minimum ground floor area of one thousand four hundred and fifty (1,450) square feet for each one-story single-family dwelling erected, exclusive of porches, garages, and breeze-ways, and each bi-level, tri-level, or two-story dwelling shall have a minimum of one thousand eight hundred (1,800) square feet and a minimum of nine hundred (900) square feet for the ground floor.
- c. The General Drainage Restrictions for Del-Mar Farm contained in Attachment "1" are incorporated herein in their entirety

Lots 108 through 149, upon completion of development, have been graded and seeded in conformance with the approved grading plan and soil erosion and sedimentation control requirements.

Therefore, each lot owner shall be responsible for the restoration of any disturbance or damage caused during the course of home construction, to the drainage swales and established turf on any adjacent lot. Such restoration including regrading to the original design grade and reseeded shall be completed within 30 days of the disturbance.

This Fifth Amendment is executed this 23rd day of March, 2001

Del-Mar Farm Developers, L.L.C
3085 Dixie, S.W.
Grandville, MI 49418
(616) 531-6550

By: Kenneth A. Noorman
Kenneth A. Noorman, Partner
Noorman Associates Land Co.,
Member

By: Ronald F. Zandbergen
Ronald F. Zandbergen,
Authorized Representative for
Z Enterprise, Member

STATE OF MICHIGAN)
) ss
COUNTY OF KENT)

The foregoing document was acknowledged before me on this 23rd day of March, 2001, by Kenneth A. Noorman as a Partner in Noorman Associates Land Co which is a Member of Del-Mar Farm Developers, L.L.C., and Ronald F. Zandbergen as the authorized representative of Z Enterprise which is a member of Del-Mar Farm Developers, L.L.C

CAROLYN J. KAPTEYN
NOTARY PUBLIC, Grand County, Michigan
My Commission Expires: 04/23/01

Carolyn J. Kapteyn
Carolyn J. Kapteyn
Notary Public, ^{Grandville} Kent County, MI acting in Kent County
My Commission Expires

Prepared by and after
Recording return to :

Thomas R. VanderHulst
Visser & Bolhouse
Grandville State Bank Building
Grandville, MI 49418

**GENERAL DRAINAGE RESTRICTIONS
DEL-MAR FARM NO. 4**

**RESTRICTIONS PURSUANT TO THE REQUIREMENTS OF THE
KENT COUNTY DRAIN COMMISSION AND THE CITY OF WYOMING**

To protect the homesites from the adverse effect of storm water runoff, some rear yard catchbasins have been installed, and rear yard surface grading has been performed to direct the rear yard runoff into the basins. For all the lots in the subdivision that are subject to private easements for drainage, said easements shall be protected and maintained by the adjoining lot owners and shall not be the responsibility of the Kent County Drain Commission or the City of Wyoming. These easements and drainage swales are for the benefit of all the lots and no construction development or grading may occur within these easements and swales which will interfere with the drainage rights of all lots within the subdivision. The easements and swales are for the continuous passage of surface drainage water across said lots and are for the benefit of all adjacent lots. The imposition of such easements shall not, except as previously stated, prevent the alteration, development and improvement of said lots, or the construction of permanent buildings and structures, provided that no such alteration development improvement or construction interferes with the continuous passage of surface drainage across said lots. Care shall be taken when final yard grading and landscaping is performed to insure that no major plantings, earthmoving, structures, swimming pools, fences or shrubs be installed which will jeopardize the effectiveness of the drainage course or storm sewer system. Each lot owner shall be responsible to maintain that portion of the drainage system or easement on his property. The direction of surface water drainage is shown on the block grading plan, EXHIBIT "A" attached hereto. A more detailed grading plan is available at the engineering department of the City of Wyoming.

To eliminate the potential of flooding from backyard surface drainage of storm water from adjacent higher lots, the following lots shall maintain the minimum building opening elevations listed for each lot. The opening elevations listed below are shown on the block grading plan, and benchmarks, listed below, have been set with locations shown on the block grading plan, Exhibit "A".

Benchmark Elevations:

- Benchmark #1 709.90 top of North flange bolt under "E" on hydrant on lot corner 130/131 Ayrshire Drive.
- Benchmark #2 708.90 railroad spike in Southwest side of 30" Hickory on back corner of Lot 136 near Lot 137 Brahman Court.
- Benchmark #3 709.33 top of Northerly flange bolt under "E" on hydrant on lot corner 126/127 Ayrshire Drive.

Benchmark #4 695.56 top of Northeast flange bolt under "E" on hydrant on lot corner 122/123 Ayrshire Drive.

Benchmark #5 688.22 top of Northeast flange bolt under "E" on hydrant on lot corner 108/109

Minimum building opening floor elevations for the following lots are:

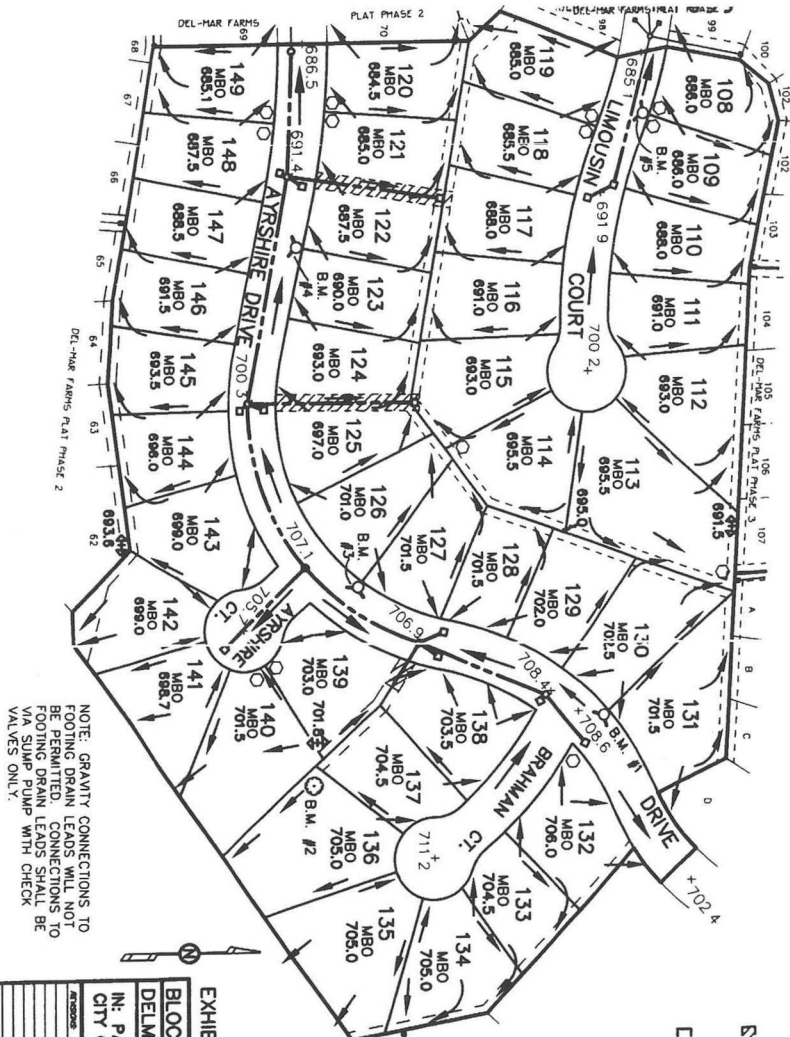
<u>LOT NUMBER</u>	<u>MINIMUM OPENING ELEVATION</u>	<u>LOT NUMBER</u>	<u>MINIMUM OPENING ELEVATION</u>
108, 109	686.0	130	702.5
110	688.0	131	701.5
111	691.0	132	706.0
112	693.0	133	704.5
113, 114	695.0	134, 136	705.0
115	693.0	137	704.5
116	691.0	138	703.5
117	688.0	139	703.0
118	685.5	140	701.5
119	685.0	141	698.7
120	684.0	142, 143	699.0
121	685.0	144	696.0
122	687.0	145	693.5
123	690.0	146	691.5
124	693.0	147	688.5
125	697.0	148	687.5
126	701.0	149	685.1
127, 128	701.5		
129	702.0		

Because of a potential of clay soil conditions, a few of the lots in the subdivision have been provided with footing drain connections to the storm sewer. The connection is to be made from the sump pump through a check valve system to the footing drain provided. Under no circumstances shall a gravity connection to the footing drain be allowed. The footing drain location and elevation for each lot are indicated on the Block Grading Plan on attached Exhibit "A".

Each lot owner waives his claim against The City of Wyoming, Kent County Drain Commissioner, his employees and agents, 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 Kent County Drain Commission and The City of Wyoming are to be perpetual and shall run with the land. Drain restrictions may not be amended or modified without prior written approval of the Kent County Drain Commissioner and the City of Wyoming and properly recorded at the Kent County Register of Deeds, excepting therefrom building opening elevations may be amended or modified needing only prior written approval of the Kent County Drain Commission and the City of Wyoming.

R992180E



NOTE: GRANTY CONNECTIONS TO FOOTING DRAIN LEADS WILL NOT BE PERMITTED. CONNECTIONS TO FOOTING DRAIN LEADS SHALL BE VIA SUMP PUMP WITH CHECK VALVES ONLY.

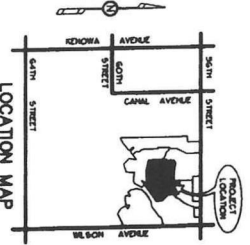
- [---] = PRIVATE EASEMENT FOR PUBLIC UTILITIES TO THE CITY OF WYOMING
- [---] = PRIVATE EASEMENT FOR DRAINAGE
- M.B.O. = MINIMUM BUILDING OPENING ELEV.
- = STORM SEWER ROUTE
- = FOOTING DRAIN LEAD
- = DRAINAGE DIRECTION
- 710.8 = SPOT ELEVATIONS
- 700.0 = CRITICAL DRAINAGE ELEV.
- #1 = BENCH MARK LOCATIONS

EXHIBIT "A"

BLOCK GRADING PLAN
DELMAR FARMS NO. 4

IN: PART OF SEC. 31, T8N, R12W
CITY OF WYOMING, KENT COUNTY, MICHIGAN.

PROJECT	DATE	BY	CHECKED BY
2022 DELMAR FARMS, L.S. - SUBD. AREA, L.S. 4000	12/28/23	MM	MM
3000 DELMAR FARMS, L.S. - SUBD. AREA, L.S. 4000	12/28/23	MM	MM
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3000 DELMAR FARMS, L.S. - SUBD. AREA, L.S. 4000	12/28/23	MM	MM
3000 DELMAR FARMS, L.S. - SUBD. AREA, L.S. 4000	12/28/23	MM	MM



5/2

LIBER 6115 PG 941

STATE OF MICHIGAN
COUNTY OF KENT
REGISTERED RECORD

2002 JUL -2 AM 10: 05

W. J. H. H. H.

SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS

AND RESTRICTIONS

This Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions, made by Del-Mar Farm Developers, L.L.C., a Michigan Limited Liability Company, of 3085 Dixie, Grandville, Michigan, 49418, hereinafter referred to as "Declarant".

WHEREAS, Declarant has previously recorded a Declaration of Covenants, Conditions and Restrictions recorded on October 22, 1997, in Liber 4181 Pages 1150 through 1162, inclusive, and as amended, (hereafter referred to as "Declaration") and

WHEREAS, Declarant has acquired additional real estate for 2 Family Lots A, B, C, & D of the Del-Mar Farm Planned Unit Development Plan, legally described as:
(See descriptions attached hereto)

and

WHEREAS, the Declaration provides that Lots A, B, C, & D shall become subject to the Declaration.

NOW THEREFORE, lots A, B, C, & D of Del-Mar Farm are subject to the Declaration and specifically subject to Article V, Section 1, b and c of the Declaration as follows:

b. For lots A, B, C, & D there shall be a minimum finished living area of two thousand (2000) square feet for each two-family dwelling erected, exclusive of porches, garages, and breeze-ways. The front, rear and sideyard setbacks shall be as required by the City of Wyoming. Each 2 family dwelling shall have at a minimum a two car attached garage and two additional paved parking spaces. Building construction and plot plans shall be approved by the Declarant prior to the commencement of construction.

c. The General Drainage Restrictions for Del-Mar Farm contained in Attachment "I" are incorporated herein in their entirety.

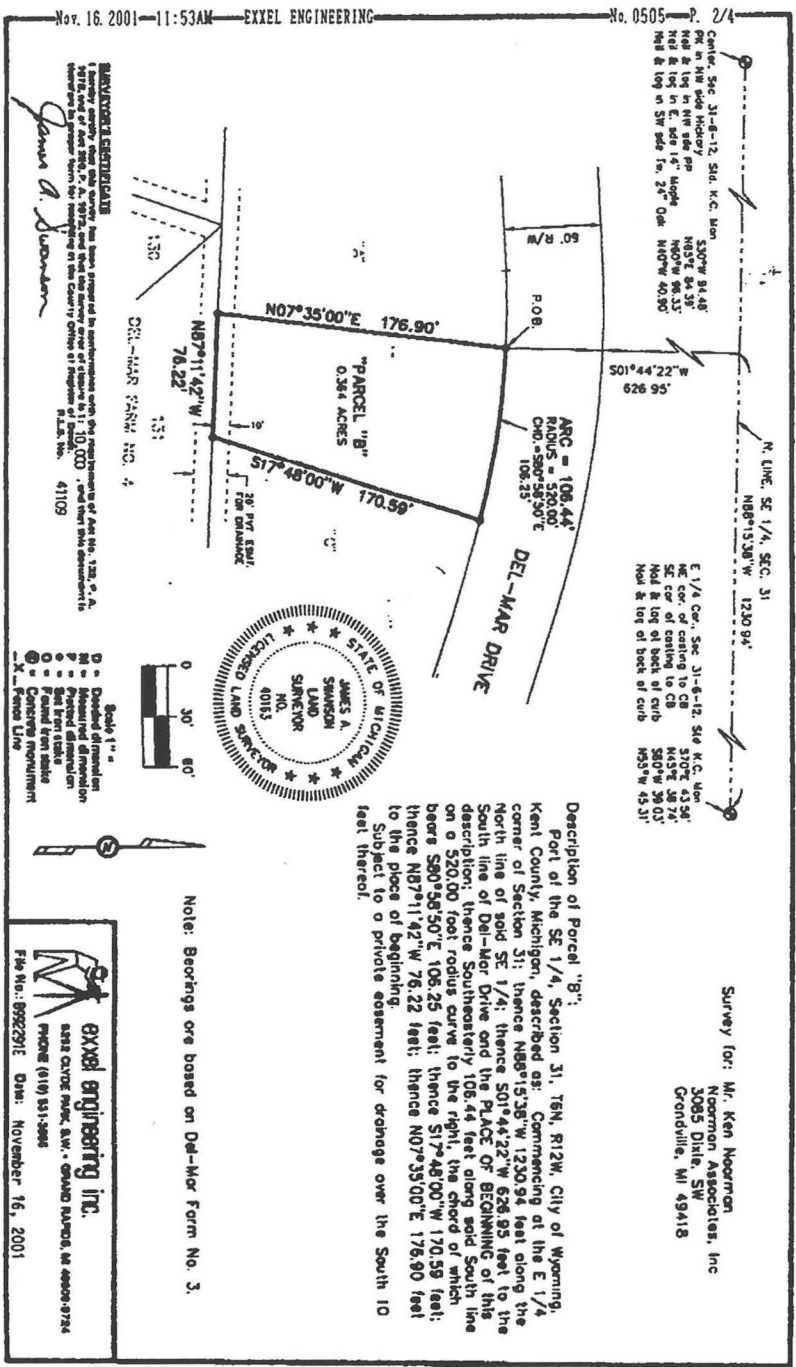
Lots A, B, C, & D upon completion of development, have been graded and seeded in conformance with the approved grading plan and soil erosion and sedimentation control requirements.

Therefore, each lot owner shall be responsible for the restoration of any disturbance or damage caused during the course of home construction, to the drainage swales and established turf on any adjacent lot. Such restoration including regrading to the original design grade and reseeding shall be completed within 30 days of the disturbance.

The owner of Lots A, B, C, & D shall be responsible for the payment of the annual DelMar Farm Recreation Association assessment for each unit of the two family dwelling, and shall be entitled to vote at the Annual Meeting. The occupant of each living unit of the two family dwelling may have access to and use of the Recreation Association Facilities provided that the annual assessments have been paid.

This Sixth Amendment is executed this 1st day of November, 2001.





Center Sec. 31-6-12, Sta. K.C. Van
 PC in NW 1/4
 NE 1/4
 SE 1/4
 SW 1/4

E 1/4 Cor. Sec. 31-6-12, Sta. K.C. Van
 NE cor. of casting to CB
 SE cor. of casting to CB
 NW cor. of casting to CB
 SW cor. of casting to CB

Survey for: Mr. Ken Neumann
 Neumann Associates, Inc
 3085 Dixie SW
 Grandville, MI 49418

Description of Parcel "B":
 Part of the SE 1/4, Section 31, T8N, R12W, City of Wyoming,
 Kent County, Michigan, described as: Commencing at the E 1/4
 corner of Section 31; thence N88°15'38"W 1230.94 feet along the
 North line of said SE 1/4; thence S01°44'22"W 626.95 feet to the
 South line of Del-Mar Drive and the PLACE OF BEGINNING of this
 description; thence Southeasterly 106.44 feet along said South line
 on a 520.00 foot radius curve to the right, the chord of which
 bears S80°58'50"E 106.25 feet; thence S17°48'00"W 170.59 feet;
 thence N87°11'42"W 76.22 feet; thence N07°35'00"E 176.90 feet
 to the place of beginning.
 Subject to a private easement for drainage over the South 10
 feet thereof.



- Scale 1" = 30'
- D = Ditch
 - M = Masonry
 - P = Paved
 - S = Set
 - W = Well
 - Y = Yards
 - Z = Zone

EXXEL ENGINEERING INC.
 2424 CANTON ROAD, S.W. • GRAND RAPIDS, MI 49508-0724
 PHONE (616) 531-3885
 FILE NO.: 0992291E Date: November 16, 2001

NOVEMBER 16, 2001 11:53AM EXXEL ENGINEERING No. 0505 P. 2/4

1. Surveyor's Certificate
 I, James A. Swanson, do hereby certify that I am a duly licensed and qualified land surveyor in the State of Michigan, and that I am the author of the foregoing plat, and that the same is a true and correct copy of the original as the same appears in my office. My commission expires on 11/15/03.

James A. Swanson
 Licensed Land Surveyor
 No. 4015

