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WIGEON'S POND
REGISTER OF DEEDS
OTTAWA COUNTY, MI**RESTRICTIVE COVENANTS AND ASSOCIATION RULES**

This Agreement is made October 6, 1995, by Winter Oaks L.L.C., a Michigan limited liability company, whose address is 268 East 8th Street, Holland, Michigan 49423; Pinewood Lake, L.L.C., a Michigan limited liability company, whose address is 268 East 8th Street, Holland, Michigan 49423; Percy Nienhuis and Adeline Nienhuis, husband and wife, whose address is 268 East 8th Street, Holland, Michigan 49423; Jerry L. Nienhuis and Cheryl L. Nienhuis, husband and wife, whose address is 268 East 8th Street, Holland, Michigan 49423; Andrew J. Dykema and Carrol E. Dykema, husband and wife, whose address is 1730 Three Mile Road, N.E., Grand Rapids, Michigan 49505; and Elliott Hansen and Debra Hansen, husband and wife, whose address is 16576 Quincy, Holland, Michigan 49424.

Factual Background

A. This Agreement concerns the following described land in Holland Township, Ottawa County, Michigan (the "Land"):

See Exhibit A attached and incorporated in this agreement by reference.

B. The parties to this Agreement own all of the parcels comprising the Land.

C. The Land encompasses a pond known as Wigeon's Pond.

D. By this Agreement, the parties desire to establish restrictive covenants concerning the Pond.

**Terms and Conditions
of Agreement**

It is therefore agreed:

1. Covenants and Restrictions:

The following covenants and restrictions shall bind the Land and the owners and assigns of all parcels comprising the Land:

a. No boats with motors (including electric motors) or any other water vehicles with motors may be used on the Pond.

b. No swimming platforms may be erected on or in the Pond without the written consent of the Board of the Association described below.

c. Pond water may not be used for sprinkling.

d. The Pond is for the mutual use and enjoyment of owners of parcels comprising the Land. The Pond shall not be used by the general public or for any commercial purposes by any person. There will be no public beaches permitted on the Pond.

e. No dumping or placing of sand or any other materials shall be permitted which would extend the land area of any lot into the Pond or in any way reduce the area of the Pond.

f. There shall be a beach of at least five feet in width between the Pond and any grass or landscaped area, subject to modification to a smaller width, or waiver, by the unanimous vote of the Board of Directors of the Association.

g. Each of the Lots of Pinewood Lake Estates No. 3 and No. 4 together with the Winter Oaks Association shall be responsible for the liability and maintenance costs of the Pond, with 50% of the cost to be allocated among each of the Lots equally and the other 50% allocated to the Winter Oaks Association.

h. The Board of Directors may adopt other restrictions or rules and regulations of the Association.

2. Creation of Association:

The Wigeon's Pond Association is hereby established. It shall consist of one representative appointed by the owners of Lots 73 through 76, Pinewood Lake Estates No. 3 and Lots 78 through 86, Pinewood Lake Estates No. 4. One person may act as the representative of more than one property owner and shall be entitled to cast one vote for each lot he or she represents. The Winter Oaks Association shall also be a member of the Association, and it shall be represented by a Committee of three persons appointed by the Board of Directors of the Winter Oaks Association. The representatives of Winter Oaks Association shall each be entitled to cast three votes on all matters so that as a group they may cast twelve votes, representing 50% of the votes in the Association. A quorum shall consist of the representatives of at least one fourth of the Lots plus at least one representative of the Winter Oaks Association and a majority shall be defined as more than half of the quorum. All actions may be approved by a majority, except those which would materially affect the value of the premises.

3. Board of Directors:

The affairs of the Association shall be handled by a Board of Directors, consisting of six members, three of whom shall consist of the three committee members from the Winter Oaks Association, two of whom shall be elected by the representatives of Lots 78 through 86, Pinewood Lake Estates No. 4, and one of whom shall be elected by the representatives of Lots 73 through 76, Pinewood Lake Estates No. 3., for a one year term. Regular meetings shall be held at least quarterly, although any member of the Board may call a special meeting of the Board by giving written notice to all members of the Board no less than seven days prior to the meeting. At any meeting attended by more than one-half of the Board of Directors, such notice may be waived. A quorum of the Board shall consist of at least three members and a majority is defined as more than half of the quorum. The Board may appoint a member of the Association to fill out the balance of any unexpired term of a Director who is unable or unwilling to complete his term.

4. Officers:

The Board of Directors shall elect from among themselves: a President, to preside at all meetings and exercise general supervision of the affairs and activities of the Association; a Vice President to assume the duties of President in the absence of the President; a Secretary, to record the minutes of Board and Association meetings and to retain the record of the Association membership; and a Treasurer, to receive Association funds in the approved bank and to expend funds on behalf of the Association, acting in conjunction with at least one other officer.

5. Annual Meetings:

An annual meeting of the Association shall be held on the 1st Saturday of October of each year or on such other date as the Board of Directors shall select. The time and place of each such meeting shall be established and posted by the Board of Directors.

6. Special Meetings:

Any representative may call a meeting of the Association by giving written notice to all representatives of record no less than thirty days prior to the meeting. At any meeting attended by more than half of the representatives of record, such notice may be waived.

7. Fees, Dues, and Assessments:

The Board of Directors shall establish the amount of an annual assessment in an amount budgeted to meet the annual financial needs of the Association, including such funds as may be necessary to meet or enforce the restrictions and easements recorded with respect to the property which is part of the Association. In addition, the Board shall have

the authority to issue special assessments as may be needed for the business of the Association.

8. Right of Enforcement:

The Board shall have the following rights of enforcement:

a.) an injunction against proscribed activities may be obtained; the enjoined property owner shall be responsible for one hundred percent of the cost of obtaining the injunction.

b.) a lien may be recorded against the premises for any sums due to the Association, which lien may be enforced in like manner to mortgages under Michigan law.

c.) such other remedy or right as may be available to the Association under Michigan law.

All assessments shall run with the property and may become the liability of a person who acquires title to property after the date of the assessment, unless the person has required an affidavit from the Association prior to closing as to the existence of any unpaid assessments.

9. Modification:

The modification or cancellation of any of these provisions herein by order of any court shall not affect any other provision not specifically altered by that order.

10. Covenants Bind Successors:

These restrictions shall run with the Land and shall be binding upon and inure to the benefit of their owners, and their successors and assigns, forever.

11. Arbitration:

Any dispute between any group, namely representatives of Pinewood Lake Estates No. 3, Pinewood Lake Estates No. 4 or Winter Oaks, shall upon the request of any such representative be settled by binding arbitration conducted by the American Arbitration Association (or an arbitrator mutually selected by the parties). Judgment upon the award rendered by arbitration may be entered in a circuit court or district court of appropriate jurisdiction.

12. Consent by Ottawa Savings Bank, F.S.B. (the "Bank"):

The Bank is interested in the Land as a mortgagee and has executed this document for the sole purpose of signifying its consent to it.

WITNESSES:

Sharon E. Hoort
Sharon E. Hoort

Brent Hoitenga
Brent Hoitenga

Sharon E. Hoort
Sharon E. Hoort

Brent Hoitenga
Brent Hoitenga

Sharon E. Hoort
Sharon E. Hoort

Brent Hoitenga
Brent Hoitenga

WINTER OAKS, L.L.C.,
a Michigan limited liability company

Jerry L. Nienhuis
Jerry L. Nienhuis
Its: Member

Percy Nienhuis
Percy Nienhuis
Its: Member

Edward M. Horrigan
Edward M. Horrigan
Its: Member

PINEWOOD LAKE, L.L.C.,
a Michigan limited liability company

Jerry L. Nienhuis
Jerry L. Nienhuis
Its: Member

Percy Nienhuis
Percy Nienhuis
Its: Member

Andrew J. Dykema
Andrew J. Dykema
Its: Member

Percy Nienhuis
Percy Nienhuis

Adeline Nienhuis
Adeline Nienhuis

State of Michigan)
)ss.
County of Ottawa)

The foregoing instrument was acknowledged before me this 6th day of October, 1995 by Percy Nienhuis, Jerry L. Nienhuis and Andrew J. Dykema, the Members of Pinewood Lake, L.L.C., a Michigan limited liability company, on behalf of the limited liability company.

Sharon E. Hoort
Sharon E. Hoort

Notary Public, Ottawa County, MI
My Commission expires: June 10, 1996

State of Michigan)
)ss.
County of Ottawa)

The foregoing instrument was acknowledged before me this 6th day of October, 1995 by Percy Nienhuis and Adeline Nienhuis, husband and wife, Jerry L. Nienhuis and Cheryl L. Nienhuis, husband and wife, Andrew J. Dykema and Carrol E. Dykema, husband and wife, and Elliott Hansen and Debra Hansen, husband and wife.

Sharon E. Hoort
Sharon E. Hoort

Notary Public, Ottawa County, MI
My Commission expires: June 19, 1996

State of Michigan)
)ss.
County of Ottawa)

The foregoing instrument was acknowledged before me this 6th day of October, 1995 by Robert W. Van Langevelde, Vice President of Mortgage Lending of Ottawa Savings Bank, F.S.B., on behalf of the bank.

Sharon E. Hoort
Sharon E. Hoort

Notary Public, Ottawa County, MI
My Commission expires: June 10, 1996

Prepared by:
Jack A. Siebers
SIEBERS MOHNEY ASSOCIATES, P.L.C.
100 East 8th Street, Suite 240
Holland, Michigan 49423
(616) 394-9881

Nienhuis\Wigeons\Cov-Rul

Exhibit A

Lots 73 through 76 of Pinewood Lake Estates No. 3, Lots 78 through 86 of Pinewood Lake Estates No. 4, Part of the NW 1/4, Section 19, T5N, R15W, Township of Holland, Ottawa County, Michigan, according to the recorded plats thereof;

And

That part of the NW fractional 1/4, Section 19, T5N, R15W, Holland Township, Ottawa County, Michigan, described as: BEGINNING at a point on the South line of said NW 1/4, which is N88°05'17"E 782.10 feet from the W 1/4 corner of Section 19; thence N01°49'26"W 200.00 feet; thence S88°05'17"W 200.00 feet; thence N01°49'26"W 715.96 feet along the East line of the West 582.10 feet of said NW 1/4; thence N74°39'30"E 55.39 feet; thence N63°54'16"E 115.08 feet; thence N48°37'55"E 73.64 feet; thence N36°07'40"E 381.32 feet; thence S53°52'20"E 310.00 feet; thence N88°08'00"E 200.00 feet; thence S01°52'00"E 660.00 feet along the West line of the East 1320.0 feet of said NW 1/4 (this also being the Westerly line of Lakewood Condominiums and its extensions); thence S88°05'17"W 92.30 feet parallel with the South line of said NW 1/4; thence N01°52'00"W 52.10 feet; thence N71°56'00"W 372.04 feet; thence S20°47'00"W 301.93 feet; thence S09°40'00"E 376.00 feet; thence S88°05'17"W 188.04 feet along the South line of said NW 1/4 to the place of beginning. Subject to easements of record and to the highway R.O.W for Lakewood Boulevard over the South 33.00 feet thereof. This parcel contains 15.364 Acres including highway R.O.W.

(Expansion Property for Winter Oaks, a Michigan condominium)

COPY

WIGEON'S POND

*Recorded
4/18/97
Liber 2200
pg 734+*

**CORRECTING AMENDMENT
TO
RESTRICTIVE COVENANTS AND ASSOCIATION RULES**

This Agreement is made August 1, 1996 by Winter Oaks L.L.C., a Michigan limited liability company, whose address is 268 East 8th Street, Holland, Michigan 49423; Pinewood Lake, L.L.C., a Michigan limited liability company, whose address is 268 East 8th Street, Holland, Michigan 49423; Percy Nienhuis and Adeline Nienhuis, husband and wife, whose address is 268 East 8th Street, Holland, Michigan 49423; Jerry L. Nienhuis and Cheryl L. Nienhuis, husband and wife, whose address is 268 East 8th Street, Holland, Michigan 49423; Andrew J. Dykema and Carrol E. Dykema, husband and wife, whose address is 1730 Three Mile Road, N.E., Grand Rapids, Michigan 49505; and Elliott Hansen and Debra Hansen, husband and wife, whose address is 16576 Quincy, Holland, Michigan 49424.

Factual Background

A. This Agreement concerns the following described land in Holland Township, Ottawa County, Michigan (the "Land"):

See Exhibit A attached and incorporated in this agreement by reference.

B. The Land encompasses a pond known as Wigeon's Pond.

C. The parties to this Amendment executed certain Restrictive Covenants and Association Rules concerning Wigeon's Pond dated October 6, 1995 and recorded on October 12, 1995 in Liber 2009, Page 57 (the "Agreement"). The Agreement states that it applies to Lots 73 through 76 of Pinewood Lake Estates No. 3 (in addition to other lots to which it applies). However, Lots 73 through 76 have been renumbered and designated as Lots 117 through 120 of Pinewood Lake Estates No. 4. They are the same lots but have been assigned different lot numbers and were included in phase 4. The parties desire to record this amendment to correct and clarify the legal descriptions of the parcels which are subject to and benefit from the Agreement.

**Terms and Conditions
of Amendment**

It is therefore agreed:

1. The legal description in Exhibit A is hereby amended to read as described in Exhibit A-1 to change the reference to "Lots 73 through 76 of Pinewood Lake Estates No.3" to "Lots 117 through 120 of Pinewood Lake Estates No. 4" and to omit Lot 82 from being subject to the Agreement.

COPY

2. Section 2 of the Agreement is amended to read as follows:

2. Creation of Association:

The Wigeon's Pond Association is hereby established. It shall consist of one representative appointed by the owners of Lots 78 through 81, 83 through 86, and 117 through 120, Pinewood Lake Estates No. 4. One person may act as the representative of more than one property owner and shall be entitled to cast one vote for each lot he or she represents. The Winter Oaks Association shall also be a member of the Association, and it shall be represented by a Committee of three persons appointed by the Board of Directors of the Winter Oaks Association. The representatives of Winter Oaks Association shall each be entitled to cast 4 1/3 votes on all matters so that as a group they may cast thirteen votes, representing 50% of the votes in the Association. A quorum shall consist of the representatives of at least one fourth of the Lots plus at least one representative of the Winter Oaks Association and a majority shall be defined as more than half of the quorum. All actions may be approved by a majority, except those which would materially affect the value of the premises.

3. Section 3 of the Agreement is amended to read as follows:

3. Board of Directors:

The affairs of the Association shall be handled by a Board of Directors, consisting of six members, three of whom shall consist of the three committee members from the Winter Oaks Association, two of whom shall be elected by the representatives of Lots 78 through 81 and 83 through 86, Pinewood Lake Estates No.4, and one of whom shall be elected by the representatives of Lots 117 through 120 (formerly numbered as Lots 73 through 76), Pinewood Lake Estates No. 4., for a one year term. Regular meetings shall be held at least quarterly, although any member of the Board may call a special meeting of the Board by giving written notice to all members of the Board no less than seven days prior to the meeting. At any meeting attended by more than one-half of the Board of Directors, such notice may be waived. A quorum of the Board shall consist of at least three members and a majority is defined as more than half of the quorum. The Board may appoint a member of the Association to fill out the balance of any unexpired term of a Director who is unable or unwilling to complete his term.



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3/22/2013 11:55:00 AM

2013-0014168

FILED/SEALED FOR RECORD IN
OTTAWA COUNTY, MI

DANIEL C. KRUEGER
COUNTY CLERK/REGISTER OF DEEDS
03/28/2013 AT 3:53 PM
AMEND RES COVENANTS 17.00



8 3 8 1 7 9

Tx:4153493

3/12/2013 12:28:00 PM

AMENDMENT NO. 1 TO

WIGEON'S POND

RESTRICTIVE COVENANTS AND ASSOCIATION RULES

The members of Wigeon's Pond Association, c/o Robert J. Swartz, 579 Nor Oak, Holland, Michigan 49424, on February 15, 2013, approved the following amendments:

Section 5 and 7 of the Wigeon's Pond Restrictive Covenants and Association Rules recorded in Liber 2009 Page 57 et seq. are amended to read as follows:


5. Annual meetings:

An annual meeting of the Association in June of each year at a time and place as shall be selected by the Board of Directors. The Board of Directors shall provide written notice by first-class mail postage prepaid not less than 10 days nor more than 60 days before the meeting.

7. Fees, Dues, and Assessments:

The Board of Directors shall establish the amount of an annual assessment in an amount budgeted to meet the annual financial needs of the Association, including such funds as may be necessary to meet one fourth the restrictions and easements recorded with respect to the property which is part of the Association. In addition, the board shall have the authority to issue special assessments as may be needed for the business of the Association. The Board of Directors shall send a statement to each lot owner setting forth the amount of the assessment and the date payment of the assessment is due. The Board of Directors shall deliver the statement by mailing it to each lot owner first-class postage prepaid. The Board of Directors shall have the right to impose additional late fees for every 30 days the payment of an assessment is past due.

Wigeon's Pond Association

By: 
Robert J. Swartz

Its: President

STATE OF MICHIGAN
COUNTY OF OTTAWA

The foregoing instrument was acknowledged before me in Ottawa County, Michigan, on March 8, 2013, by Robert J. Swartz, President of Wigeon's Pond Association on behalf of the Association.



Kenneth W. Doss
Notary Public, State of Michigan, County of Ottawa
My commission expires: 02/16/2018

DRAFTED BY:
Kenneth W. Doss
Doss Law, p.c.
301 Hoover Boulevard, Suite 500
Holland, Michigan 49423
(616) 396-9793



8 3 8 6 3 1 5

Tx:4155554

3/22/2013 11:55:00 AM

2013-0014167

FILED/SEALED FOR RECORD IN

OTTAWA COUNTY, MI

DANIEL C. KRUEGER

COUNTY CLERK/REGISTER OF DEEDS

03/28/2013 AT 3:53 PM

AMEND RES COVENANTS 20.00

ZJA



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Tx:4153493

3/12/2013 12:28:00 PM

AMENDMENT NO. 1 TO

WIGEON'S POND

CORRECTING AMENDMENT TO RESTRICTIVE COVENANTS AND ASSOCIATION RULES

The members of Wigeon's Pond Association, c/o Robert J. Swartz, 579 Nor Oak, Holland, Michigan 49424, on February 15, 2013, approved the following amendment:

Section 2 of the Correcting Amendment is amended to read as follows:

2. Creation of Association:

The Wigeon's Pond Association is hereby established. It shall consist of the owners of Lots 78 through 81, 83 through 86, and 117 through 120, Pinewood Lake Estates No. 4. Each lot shall have one vote. If more than one owner of a lot the owners shall designate which owner will cast the vote. A lot owner may give his or her proxy to another lot owner who may act as the lot owner's representative at any meeting. A representative may represent more than one lot owner and may vote for each lot owner who provides a proxy to the representative.

The Winter Oaks Association shall also be a member of the Association. The Winter Oaks Association shall be represented by a Committee of three persons appointed by the Board of Directors of the Winter Oaks Association. Each Committee member of Winter Oaks Association shall be entitled to cast 4 votes on all matters so that as a group the Committee members may cast twelve votes, representing 50% of the votes in the Association. A Committee member may give his proxy to another Committee member who may act as the Committee member's representative. A Committee member representative may represent more than one Committee member and may vote for each Committee member who provides a proxy to the representative.

A quorum at an annual or special meeting of the lot owners shall consist of the representatives of at least one-fourth of the Lots plus at least one Committee member of the Winter Oaks Association. A majority shall be defined as more than half of the quorum. All actions may be approved by a majority of the of the lot owners and

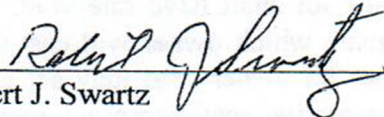
Committee members present at a quorum, except those which would materially affect the value of the premises, in which case a two-thirds majority of lot owners and two thirds majority of Committee members shall be required.

Section 3 of the Correcting amendment is amended to read as follows:

3. Board of Directors:

The affairs of the Association shall be handled by a Board of Directors, consisting of six members, three of whom shall consist of the three Committee members from the Winter Oaks Association, three of whom shall be elected by the lot owners of Lots 78 through 81 and 83 through 86, Pinewood Lake Estates No. 4, and Lots 117 through 120 (formerly numbered as Lots 73 through 76), Pinewood Lake Estates No. 4, each director shall serve for a one year term. Regular meetings shall be held at least three times a year, although any member of the Board may call a special meeting of the Board by giving written notice to all members of the Board not less than seven days prior to the meeting. A quorum of the Board shall consist of at least three members and a majority is defined as more than one-half of the quorum. The Board may appoint a lot owner to fill out the balance of any unexpired term of a Director representing the lot owners who is unable or unwilling to complete his term and the Winter Oaks Association Board may appoint a new Committee member to fill out the balance of any unexpired term of a Committee member who is unable or unwilling to complete his term.


Wigeon's Pond Association

By: 
Robert J. Swartz

Its: President

STATE OF MICHIGAN
COUNTY OF OTTAWA

The foregoing instrument was acknowledged before me in Ottawa County, Michigan, on March 8, 2013, by Robert J. Swartz, President of Wigeon's Pond Association on behalf of the Association.


Kenneth W. Doss

Notary Public, State of Michigan, County of Ottawa

My commission expires: 02/16/2018

96 APR 10 AM 8:43

WINTER OAKS DRAINAGE DISTRICT

Deborah Williams
REGISTER OF DEEDS
OTTAWA COUNTY, MI

MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANTS

This agreement made October 6, 1995, by Winter Oaks, L.L.C., a Michigan limited liability company, whose address is 268 East 8th Street, Holland, Michigan 49423; Pinewood Lake, L.L.C., a Michigan limited liability company, whose address is 268 East 8th Street, Holland, Michigan 49423; Percy Nienhuis and Adeline Nienhuis, husband and wife, whose address is 268 East 8th Street, Holland, Michigan 49423; Jerry L. Nienhuis and Cheryl L. Nienhuis, husband and wife, whose address is 268 East 8th Street, Holland, Michigan 49423; Andrew J. Dykema and Carrol E. Dykema, husband and wife, whose address is 1730 Three Mile Road, N.E., Grand Rapids, Michigan 49505; Elliott Hansen and Debra Hansen, husband and wife, whose address is 16576 Quincy, Holland, Michigan 49424 and Chandler B. Kalkman, a single man, 254 Camelback Drive, Holland, Michigan 49423.

Factual Background

- A. This agreement concerns certain land in Holland Township, Ottawa County, Michigan described on Exhibits A, B and B1 attached and incorporated in this agreement by reference (the "District").
- B. The District includes Lots 73-76 of Pinewood Lake Estates, No. 3, Lots 77-120 of Pinewood Lake Estates, No. 4, and Winter Oaks, a Condominium Project established pursuant to the Master Deed dated June 30, 1994, and recorded on July 6, 1994, in Liber 1881, pages 143-196, inclusive, Ottawa County Records and certain other land referred to in the Master Deed for Winter Oaks as "Expansion Property."
- C. The parties to this agreement own all of the land comprising the District except for the land currently comprising the Winter Oaks Condominium Project. Winter Oaks, L.L.C. is the developer of Winter Oaks and has executed this agreement pursuant to rights reserved to the developer in Article VIII, Section 2, and Article IX, Section 3, of the Master Deed.
- D. The District maintains two ponds. The Winter Oaks Pond is on the southern portion of the District, and Wigeon's Pond is on the northern portion. The ponds are connected by storm sewers.
- E. The Ottawa County Drain Commissioner is in the process of establishing the District as a private drain under Section 280.433(5) of the Drain Code of 1956 (Public Act 40), as amended.
- F. By this agreement, the parties desire to establish the responsibility for maintaining the ponds and sharing the cost of such maintenance.

Terms and Conditions of Agreement

It is therefore agreed:

1. **Winter Oaks Pond.** It shall be the responsibility of the Winter Oaks Association to maintain Pond No. 1 in a good, clean and serviceable condition including, but not limited to responsibility for fish and wildlife management, boating, swimming or other recreational uses, if any, algae or other vegetative controls and irrigation management. Winter Oaks Association shall also be responsible for any and all claims, damages, demands, expenses, liabilities and losses of any character or nature whatsoever rising out of or resulting from the keeping and maintaining of the Winter Oaks Pond.

2. **Wigeon's Pond.** It shall be the responsibility of the Wigeon's Pond Association, established pursuant to the Wigeon's Pond Restrictive Covenants and Association Rules recorded with the Register of Deeds on or about this same date, to maintain Wigeon's Pond in a good, clean and serviceable condition including, but not limited to responsibility for fish and wildlife management, boating, swimming or other recreational uses, if any, algae or other vegetative controls and irrigation management. The Wigeon's Pond Association shall also be responsible for any and all claims, damages, demands, expenses, liabilities and losses of any character or nature whatsoever rising out of or resulting from the keeping and maintaining of Wigeon's Pond.

3. **Pipes and Other Apparatus.**

a. **Responsibility.** It shall be the responsibility of the Wigeon's Pond Association (the "Association") to maintain all storm sewer feeder pipes within Pinewood Lake Estates No. 3 and 4 as depicted on Exhibit B attached and all portions of the storm sewers and apparatus concerning the drain as depicted on Exhibit B1 attached.

b. **Apportionment of expenses.** The cost and expense of maintenance described in paragraph 3.a. shall be apportioned by the Drain Commissioner among the lots and units benefitted by the maintenance. In the absence of such an apportionment, it shall be apportioned as follows: one half of the expenses shall be paid by the Winter Oaks Association, 1/6 shall be paid by the owners of Lots 73-76 of Pinewood Lake Estates No. 3, and 2/6 shall be paid by the owners of Lots 77-120 of Pinewood Lake Estates No. 4.

c. **Remedies.** The Wigeon's Pond Association may assess each of Lots in Pinewood Lake Estates No. 3 and No. 4 and each of the condominium units in Winter Oaks for its proportionate share of the expenses in accordance with this agreement. In addition to any other remedies available to the Association, the Association may record a lien on the lot or condominium unit for which fee expenses have not been paid. It may enforce collection of delinquent assessments by suit at law for money judgment or by foreclosure of the lien. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated by reference for the purposes for establishing the alternative procedures to be

followed in lien foreclosure actions and the rights and obligations of the parties to such actions.

4. **Consent of Winter Oaks Association.** This agreement has been executed by the Winter Oaks Association to signify its consent to it.

5. **Binding Effect.** This agreement shall inure to the benefit of and be binding upon the parties to it and their respective successors and assigns. It shall run with the lands comprising the District.

6. **Consent by Ottawa Savings Bank, F.S.B. (the "Bank").** The Bank is interested in the land which is subject to this agreement as a mortgagee on portions of it and has executed this document for the sole purpose of signifying its consent to it.

WITNESSES:

Sharon E. Hoort
Sharon E. Hoort
Brent Hoitenga
Brent Hoitenga

Sharon E. Hoort
Sharon E. Hoort
Brent Hoitenga
Brent Hoitenga

Sharon E. Hoort
Sharon E. Hoort
Brent Hoitenga
Brent Hoitenga

WINTER OAKS, L.L.C.

Percy Nienhuis
Percy Nienhuis, Member
Jerry L. Nienhuis
Jerry L. Nienhuis, Member
Edward M. Horrigan
Edward M. Horrigan, Member

PINEWOOD LAKE, L.L.C.

Percy Nienhuis
Percy Nienhuis, Member
Jerry L. Nienhuis
Jerry L. Nienhuis, Member
Andrew J. Dykema
Andrew J. Dykema, Member

WINTER OAKS ASSOCIATION

By Jerry L. Nienhuis
Jerry L. Nienhuis
Its President

Sharon E. Hoort
Sharon E. Hoort
Brent Hoitenga
Brent Hoitenga

Percy Nienhuis
Percy Nienhuis

Adeline Nienhuis
Adeline Nienhuis

Jerry L. Nienhuis
Jerry L. Nienhuis

Cheryl L. Nienhuis
Cheryl L. Nienhuis

Andrew J. Dykema
Andrew J. Dykema

Carrol E. Dykema
Carrol E. Dykema

Elliott Hansen
Elliott Hansen

Debra Hansen
Debra Hansen

Chandler B. Kalkman
Chandler B. Kalkman
Ottawa Savings Bank, F.S.B.

Robert W. Van Langevelde
Robert W. Van Langevelde
Its Vice President of Mortgage Lending

Sharon E. Hoort
Sharon E. Hoort
Brent Hoitenga
Brent Hoitenga

State of Michigan)
)ss.
County of Ottawa)

The foregoing instrument was acknowledged before me this 6th day of October, 1995 by Percy Nienhuis, Jerry L. Nienhuis and Edward M. Horrigan the Members of Winter Oaks, L.L.C., a Michigan limited liability company, on behalf of the limited liability company.

Sharon E. Hoort
Sharon E. Hoort

Notary Public, Ottawa County, MI
My Commission expires: June 10, 1996

State of Michigan)
)ss.
County of Ottawa)

The foregoing instrument was acknowledged before me this 6th day of October, 1995 by Percy Nienhuis, Jerry L. Nienhuis and Andrew J. Dykema, the Members of Pinewood Lake, L.L.C., a Michigan limited liability company, on behalf of the limited liability company.

Sharon E. Hoort
Sharon E. Hoort
Notary Public, Ottawa County, MI
My Commission expires: June 10, 1996

State of Michigan)
)ss.
County of Ottawa)

The foregoing instrument was acknowledged before me this 6th day of October, 1995 by Jerry L. Nienhuis, President of Winter Oaks Association, a Michigan nonprofit corporation, on behalf of the association.

Sharon E. Hoort
Sharon E. Hoort
Notary Public, Ottawa County, MI
My Commission expires: June 10, 1996

State of Michigan)
)ss.
County of Ottawa)

The foregoing instrument was acknowledged before me this 6th day of October, 1995 by Percy Nienhuis and Adeline Nienhuis, husband and wife, Jerry L. Nienhuis and Cheryl L. Nienhuis, husband and wife, Andrew J. Dykema and Carrol E. Dykema, husband and wife, and Elliott Hansen and Debra Hansen, husband and wife, and Chandler B. Kalkman.

Sharon E. Hoort
Sharon E. Hoort
Notary Public, Ottawa County, MI
My Commission expires: June 10, 1996

State of Michigan)
)ss.
County of Ottawa)

The foregoing instrument was acknowledged before me this 6th day of October, 1995 by Robert W. Van Langevelde, Vice President of Mortgage Lending of Ottawa Savings Bank, F.S.B., on behalf of the bank.

Sharon E. Hoort
Sharon E. Hoort

Notary Public, Ottawa County, MI
My Commission expires: June 10, 1996

Prepared by:

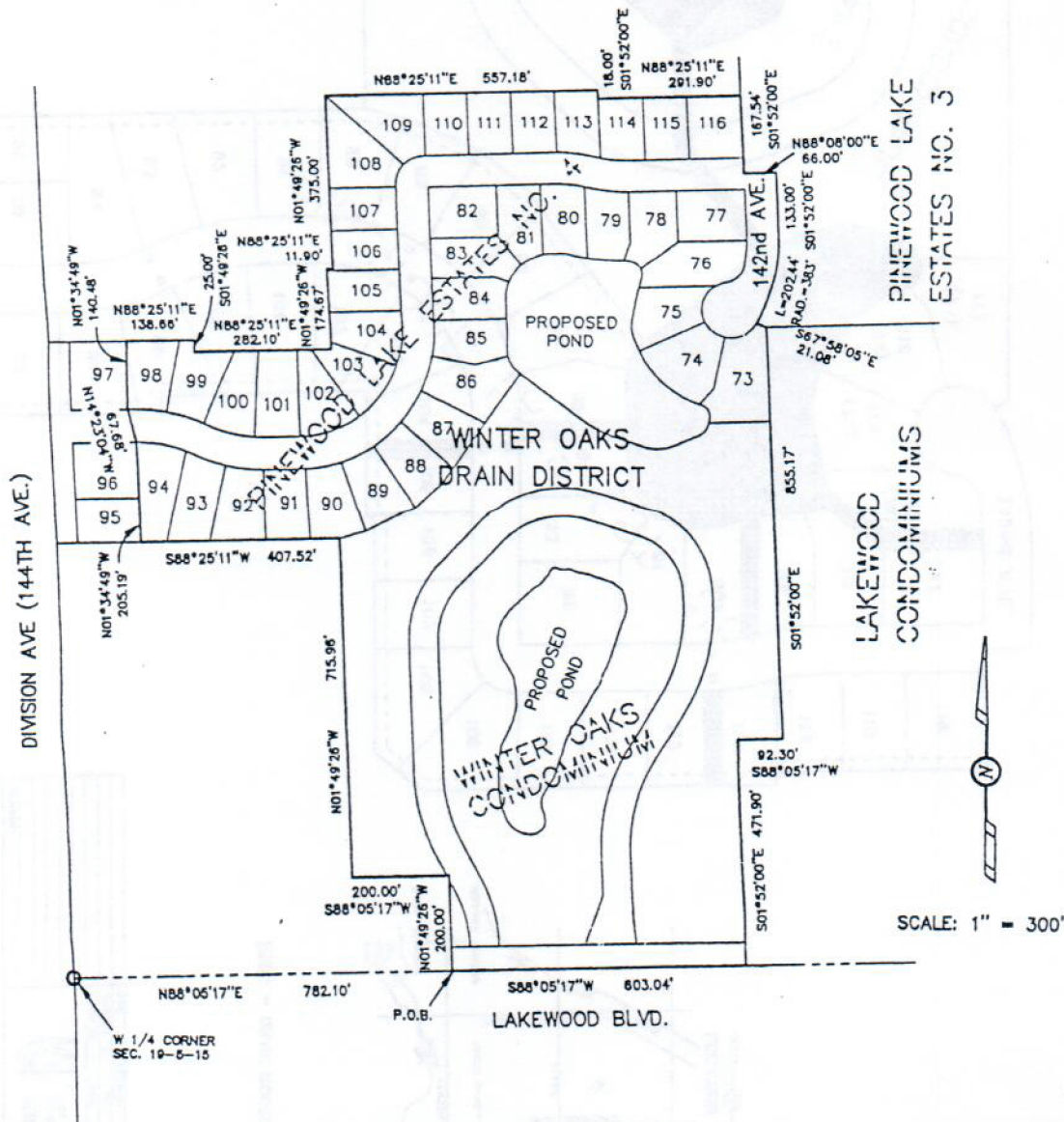
Jack A. Siebers
SIEBERS MOHNEY ASSOCIATES, P.L.C.
100 East 8th Street, Suite 240
Holland, Michigan 49423
(616) 394-9881

Nienhuis\Winteroa\Maintain.agr

Description of Winter Oaks Drain District:

That part of the NW fractional 1/4, Section 19, T5N, R15W, Holland Township, Ottawa County, Michigan, described as: BEGINNING at a point on the South line of said NW fractional 1/4, which is N88°05'17"E 782.10 feet from the W 1/4 corner of Section 19; thence N01°49'26"W 200.00 feet; thence S88°05'17"W 200.00 feet; thence N01°49'26"W 715.96 feet; thence S88°25'11"W 407.52 feet parallel with the North line of said NW fractional 1/4; thence N01°34'49"W 205.19 feet; thence N14°23'04"W 67.68 feet; thence N01°34'49"W 140.48 feet; thence N88°25'11"E 138.66 feet; thence S01°49'26"E 25.00 feet; thence N88°25'11"E 282.10 feet; thence N01°49'26"W 174.67 feet; thence N88°25'11"E 11.90 feet along the South line of the North 1182.00 feet of said NW fractional 1/4; thence N01°49'26"W 375.00 feet; thence N88°25'11"E 557.18 feet; thence S01°52'00"E 18.00 feet; thence N88°25'11"E 291.90 feet; thence S01°52'00"E 167.54 feet along the West line of 142nd Avenue; thence N88°08'00"E 66.00 feet; thence S01°52'00"E 133.00 feet along the East line of 142nd Avenue; thence Southwesterly 202.44 feet along said East line on a 383.00 foot radius curve to the right, the chord of which bears S13°16'33"W 200.09 feet; thence S67°58'05"E 21.08 feet to the NW corner of Lakewood Condominiums; thence S01°52'00"E 855.17 feet along the West line of the East 1320.00 feet of said NW fractional 1/4 (this also being the Westerly line of Lakewood Condominiums and its extensions); thence S88°05'17"W 92.30 feet; thence S01°52'00"E 471.90 feet; thence S88°05'17"W 603.04 feet along the South line of said NW fractional 1/4 to the place of beginning.

EXHIBIT "A"

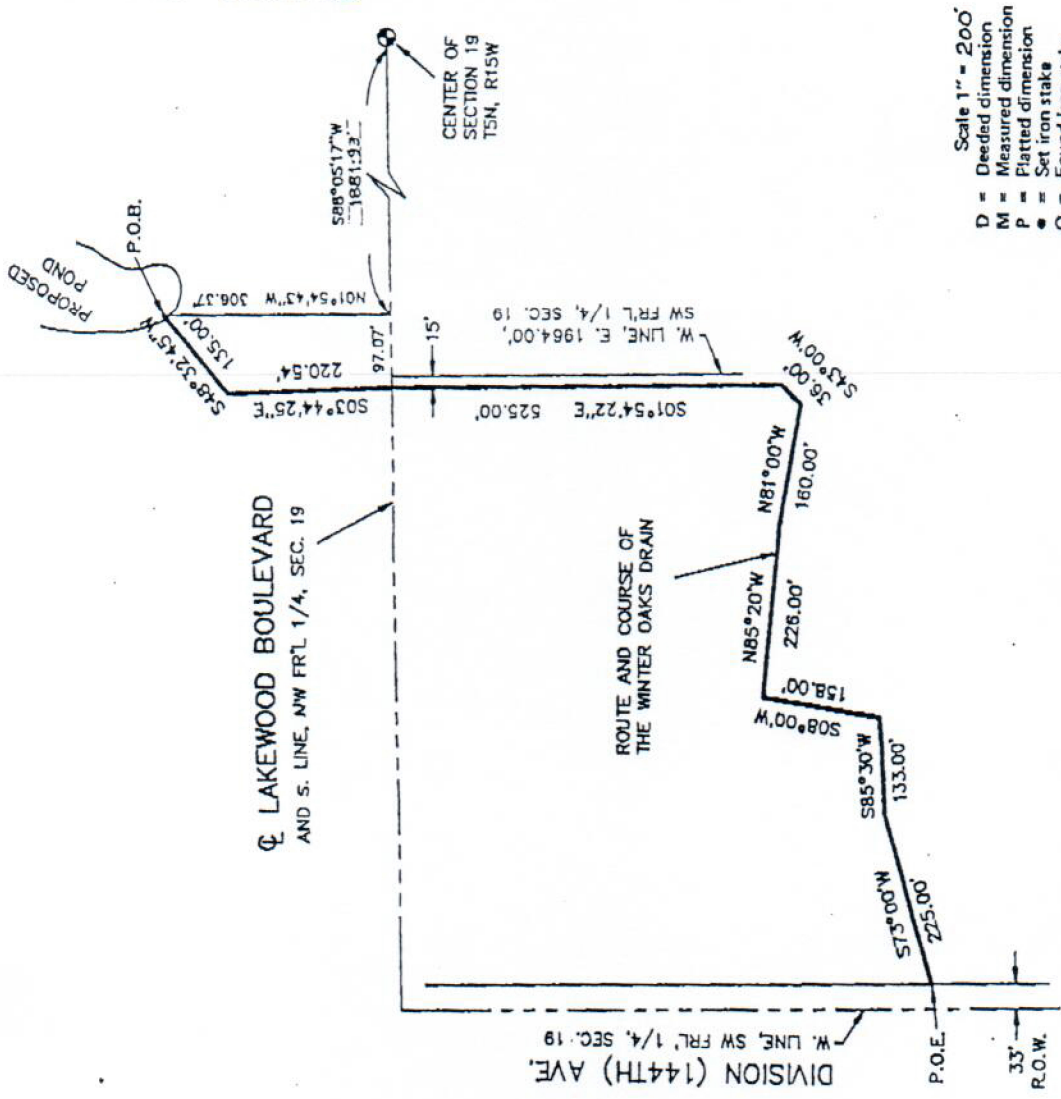


G. LINDMANN CO. M11599

exxel engineering inc.
 5252 CLYDE PARK, S.W. • GRAND RAPIDS, MI 49509-9724
 PHONE (616) 531-3660
 File No.: 951031E Date: June 23, 1995

Route and Course of the Winter Oaks Drain including all Bodies of Water and Contributing Storm Sewers described as follows:

That part of the NW fractional 1/4 and SW fractional 1/4, Section 19, T5N, R15W, Holland Township, Ottawa County, Michigan, described as: Commencing at the Center of Section 19; thence S88°05'17"W 1881.93 feet along the South line of said NW fractional 1/4; thence N01°54'43"W 306.37 feet to the PLACE OF BEGINNING of the route and course of the Winter Oaks Drain; thence S48°32'45"W 135.00 feet; thence S03°44'25"E 220.54 feet to the South line of said NW fractional 1/4; thence S01°54'22"E 525.00 feet parallel with and 15.00 feet perpendicular to the West line of the East 1964.00 feet of said SW fractional 1/4; thence S43°00'W 36.00 feet; thence N81°00'W 160.00 feet; thence N85°20'W 226.00 feet; thence S08°00'W 158.00 feet; thence S85°30'W 133.00 feet; thence S73°00'W 225.00 feet to the East line of Division Avenue and the place of ending of said route and course of the Winter Oaks Drain.



- Scale 1" = 200'
- D = Deeded dimension
 - M = Measured dimension
 - P = Platted dimension
 - = Set iron stake
 - = Found iron stake
 - ⊙ = Concrete monument
 - X- Fence Line



EXHIBIT "B-1"



exxel engineering inc.

5252 CLYDE PARK, S.W. - GRAND RAPIDS, MI 49509-9724
PHONE (616) 531-3660

File No.: 951031E Date: June 23, 1995