

Tall Oaks

DECLARATION OF COVENANTS RESTRICTIONS AND CONDITIONS

THIS DECLARATION OF COVENANTS, RESTRICTIONS and CONDITIONS is made as of the _____ day of _____, 2026 by Paramount Development Corporation, a Michigan domestic corporation, of 1188 East Paris Ave., SE, Suite 100, Grand Rapids, MI 49546, (hereinafter "Developer");

WHEREAS, Paramount Development Corporation is developing certain property in the Township of Georgetown, Ottawa County, Michigan, legally described on the attached Exhibit A, to be known as Tall Oaks. Tall Oaks will be platted for single family homes pursuant to the appropriate recorded plat; and.

WHEREAS, the first plat of Tall Oaks was recorded with the Ottawa County Register of Deeds on _____, 2026 in Instrument No. _____; and

WHEREAS, Developer is developing Tall Oaks plat in platted phases, all plats to be known as Tall Oaks followed by the appropriate plat number (collectively referred to as Tall Oaks), which lot owners will use and benefit from the same entry areas, common areas and amenities at such time as the subsequent plat(s) are recorded with the Ottawa County Register of Deeds; and

WHEREAS, this area may be expanded or contracted by Developer at any time and without any limitations. Only properties developed by Paramount Development Corporation, its successors or assigns, within the above described boundaries may use the name of Tall Oaks; and

WHEREAS, it is required that each owner or purchaser of a lot in Tall Oaks becomes and remains a member of the Tall Oaks Property Owners' Association (hereinafter "Association"), a Michigan non-profit corporation, formed to maintain the common property areas in the Tall Oaks subdivision, and is required to contribute to the maintenance of the common area property under the control of the Association; and

WHEREAS, it is part of the purpose and intention of this agreement that all of the platted lots in Tall Oaks, as recorded, be conveyed by Developer, subject to reservations, easements, notifications and the use and building restrictions contained herein to establish a general plan of uniform restrictions with respect to said subdivision, to insure to the purchasers of lots the use of

the property for attractive residential purposes and to preserve the general character of the neighborhood; and

NOW, THEREFORE, the platted lots in said Tall Oaks shall be subject to the following building restrictions and other provisions which shall be covenants running with the land, binding on the heirs, personal representatives, successors and assigns of Developer and of each individual lot owner and of each individual lot owner's successors and assigns:

A. USE AND OCCUPANCY RESTRICTIONS

1. Residential Use. Lots shall be used for residential purposes or other purposes customarily incidental thereto. No house shall be designed, constructed or remodeled for the purpose of housing more than one family and not more than one house shall be built on anyone platted lot. Homeowner may use their residences for home occupations, provided that the use does not generate unreasonable traffic by members of the general public, does not cause the violation of any other plat restrictions and the use conforms to the Georgetown Township Zoning Ordinance concerning home occupations.

2. Common Areas. Tall Oaks includes common areas which shall be maintained by the Association, including, but not limited to, entry areas, drainage areas, open space, park areas and a common mailbox area. The common areas shall be used only by the Developer, the lot owners and by their agents, tenants, family members, invitees and licensees for access, ingress to and egress from, their respective properties and for other permitted purposes provided that common areas designed for a specific purpose shall be used only for those purposes or other uses approved by the Developer or the Association. The use, maintenance and operation of the common areas shall not be obstructed, damaged or unreasonably interfered with by any owner and shall be subject to any easement presently in existence or entered into by the Developer at some future date that affects all or any part of the common areas.

3. Local Codes. No lot shall be used, nor shall any structure be erected thereon, unless the use thereof and the location thereon satisfies the requirements of the Zoning Ordinance of The Township of Georgetown, Ottawa County, Michigan, which is in effect at the time of the contemplated use or the construction of any structure, unless approval thereof is obtained by a variance from the Township of Georgetown. Nothing in this Declaration of Restrictions shall give any person the right to violate or fail to comply with any applicable requirement of Georgetown Township or any other governmental entity with jurisdiction.

4. Development and Sales Period. Development and sales period means the period continuing for as long as the Developer or its successors continue to own and offer for sale any lot or unit in the Tall Oaks development.

5. Developer Approvals. During the development and sales periods, no residences shall be commenced or erected until plans or specifications acceptable to the Developer showing the nature, kind, shape, height, materials, color scheme, location and approximate cost for such residence shall have been submitted to and approved in writing by the Developer. Any plans and specifications prepared for residences constructed by Eastbrook Homes, Inc. (the "Builder") are deemed approved by the Developer. The Developer shall have the right to refuse to approve any plans or specifications that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing upon such specifications, the Developer shall have the right to take into consideration the suitability of the proposed structure, the site upon which it is proposed to erect the same and the degree of harmony with the project as a whole.

6. Architectural Control Committee. An architectural review committee (the "Architectural Control Committee") has been or will be established by the Developer. The mission of the Architectural Control Committee is to ensure that non-builder/developer exterior changes or modifications meet the criteria established in these restrictions, provide a compatible neighborhood image and assure a harmonious and aesthetic development.

Following the development and sales periods, if rights of appointment have not previously been assigned to the Association, the Developer representatives or appointees shall resign from the Committee and the Board of Directors of the Association shall appoint 3 new members to the Architectural Control Committee. In each succeeding year, or at such other intervals as the Board of Directors may decide, the Board of Directors shall appoint or re-appoint the 3 members to serve on the Architectural Control Committee.

7. Architectural Review. Following completion of the house, unless provided elsewhere in these Restrictions, no buildings, fences, walls, driveways, driveways expansions, walkways, dog runs, pools, play structures larger than a 20x12 foot area and more than 12 feet in height, sports court, or other improvements shall be constructed on a lot or elsewhere on the property; and no exterior modification shall be made to any existing residence, structure or other improvement, unless in each case plans and specifications containing such detail as the Architectural Control Committee may reasonably require have first been approved in writing by the Architectural Control Committee. The Architectural Control Committee may establish guidelines detailing the approved materials and colors and detailing the application and approval process. In passing on such plans and specifications the Architectural Control Committee shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site on which it is proposed to be constructed, the proposed location of any improvement on the lot, the location of structures within adjoining lots, correspondence from adjoining lot owners and the degree of harmony with the project as a whole. In addition, to the extent that any proposed landscaping, hedges, trees or other planting are not customary or typical of similar landscaping within the project, then that landscaping shall not be undertaken until the landscaping plan has been submitted to and approved by the Architectural Control Committee.

8. Decks. A deck or a deck extension may be constructed with the written approval of the Developer or the Architectural Control Committee. The deck must be located fully behind the side walls of the residence construction.

9. Storage Buildings. A storage building does require submittal to the Architectural Control Committee, but will be allowed, provided that it meets the subdivision criteria. The maximum size permitted is 10'x12' and not higher than 12 feet. It shall be of materials similar to that as used on the home and painted in colors similar to the home or clad with vinyl siding matching that of the home. A storage building shall be located in the rear yard within the boundaries of the width of the house so as not to be seen from the front and shall not be located closer than five feet from the property line and shall be suitably landscaped. Further criteria for accessory structures may be adopted by the Architectural Control Committee. It is the owner's responsibility to ensure the requested accessory structure conforms to the Georgetown Township Zoning Ordinance.

10. Fences. Fencing will not be permitted unless approved in writing by the Architectural Control Committee. If permitted, fencing on all lots shall be of a style and type as the Architectural Control Committee deems appropriate for the project. The Architectural Control Committee may establish fencing guidelines.

11. Pools, Sport Courts and Accessories. Aboveground swimming pools are not permitted. Inground swimming pools will require the approval of the Architectural Control Committee for location and aesthetic treatment, inclusive of fencing details and a landscape plan. Pools shall be suitably maintained. Swimming pools shall meet the requirements of the Township of Georgetown. Fencing around pools is permitted to meet township requirements. Location of the pool and fencing shall be fully behind the side walls of the house. All pool and fencing plans must be submitted to and approved by the Architectural Control Committee before work commences. Sports courts, including, but not limited to, basketball courts, tennis courts, racket ball, pickle ball, and all other similar improvements, will require the approval of the Architectural Control Committee for location and aesthetic treatment, inclusive of fencing details and a landscape plan.

12. Landscaping, Trees and Lawn Care. Landscaping within a lot shall be completed by the lot owner within seven (7) months after the completion of construction of the residence on a lot, to the extent it does not have natural cover within woods. Landscaping by the owner must include at least two (2) additional trees. Evergreen trees shall meet the requirement of at least 8 feet tall when planted and the deciduous trees shall be of at least 2.5" caliper when planted. Existing trees greater than 8" in diameter and new trees that are planted within the boundaries of a lot by the Developer or Builder shall be maintained by the lot owner. Such trees shall not be removed unless the tree is diseased, dying or endangers life or property. If an owner believes that a tree is diseased, dying or endangers life or property, the owner shall request approval from the Architectural Control Committee prior to removing a tree. After occupancy, it will be the responsibility of the homeowner to control soil erosion. Each lot owner shall mow grass at least two (2) times each month during the growing season; however, when appropriate to the project, a lot owner may leave portions of the lot intended to remain in a natural state in that natural state.

13. Satellite Dish.

a. All satellite dishes, whether permanent or temporary, shall be placed adjacent to, or be attached to the outdoor side wall of a house or garage.

b. All satellite dishes shall be placed in the rear yard (i.e. between the building and the rear lot line). The placement shall not exceed an envelope area of four (4) feet horizontally from the side of the house or garage and four (4) feet vertically from grade level.

c. The size of all satellite dishes shall not exceed a diameter of thirty-six (36) inches.

d. There shall be no placement of any satellite dish in the front or side yard unless the criteria stated herein cannot be met due to the required line of site with the satellite.

e. Satellite dishes may be located outside the criteria set forth above if the applicant can show that such placement would not permit a satellite dish to receive signals from the satellite due to obstructions or sight line interference. The exact location and height of the satellite dish rests with the discretion of the Architectural Control Committee and/or the Board of Directors.

f. The Architectural Control Committee and/or the Board of Directors may require landscaping or other conditions in addition to the stated criteria so as to hide or blend the satellite dish with the surrounding topography, landscape or other structures.

14. Sidewalks. In accordance with a requirement of the Township of Georgetown, lot owners with sidewalks will be required to maintain the sidewalk areas adjacent to their front or side lots, including snow removal and turf maintenance. Any lot owner who believes a lot owner is violating applicable ordinances concerning sidewalk maintenance may contact the appropriate governmental authority to seek enforcement measures.

15. Mailboxes. Cluster mailboxes are required by the United States Postal Service. The boxes will be maintained by the Association.

16. Nuisances. No noxious or offensive trade or activities shall be carried on upon any lot, nor shall anything be done thereon, including but not limited to, the storage of personal property or junk, which may be, or may become, an annoyance or nuisance to the neighborhood.

17. Pets and Animals. No more than three (3) common household pets may be maintained on any lot without the prior written consent of the Association, which consent, if given, may be revoked at any time by the Association. No exotic, savage or dangerous animal shall be kept on the property, and no animal may be kept or bred for commercial purposes. Common household pets permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the Board of Directors from time to time, and must at all times be kept under care and restraint so as not to be obnoxious on account of noise, odor or unsanitary conditions. No animal shall be permitted to run loose upon the common areas, nor upon any lot except the lot owned by the owner of such animal, and the owner of each pet shall be responsible for cleaning up after it.

Each pet owner is responsible for complying with applicable municipal ordinances and state laws regulating pets, including so-called "leash laws". Any lot owner who believes that a pet owner is violating applicable ordinances or laws may contact the appropriate governmental authority to seek enforcement measures.

18. Automobiles. Not more than two vehicles shall be parked outside an enclosed garage on a regular basis without approval of the Architectural Control Committee. No automobiles or other vehicles that are not in operating condition are to be kept outside of an enclosed garage at any time. No commercial vehicles or trucks larger than a traditional passenger style van of 20 feet in length shall be parked or stored on or about the property, with the exception of trucks or vehicles making deliveries or pick-ups within the normal course of business.

No vehicles shall be parked on or along the roadways, except in the event of occasional or unusual circumstances, such as parties or receptions that generate the need for off-site parking. No vehicles shall be parked in the yard area of any lot or common area.

19. Boats or Recreational Vehicles. No boat or recreational vehicle shall be permanently stored on the lot, except in an enclosed garage. Boats and recreational vehicles may be kept on the property for a period not exceeding 72 hours for preparation for use. No snowmobile, all-terrain vehicle or other motorized recreational vehicle shall be operated on the property.

20. Trash Containers and Pick Up. All trash shall be placed in containers approved by the Architectural Control Committee and kept inside the garage or other fully enclosed area except for short periods of time reasonably necessary to permit collection. The Developer or the Association may, from time to time, designate one waste hauler to provide trash removal services

to all lots. The waste hauler may separately invoice each lot owner for that service. The Developer or the Association may enter into agreements with the waste hauler under which the waste hauler provides rebates, from fees received, directly to the Developer or the Association to offset the cost of managing the Association or funding common areas maintenance or improvements.

21. Landscape Area Irrigation. Irrigation for the landscaping may be, at Developer's discretion, connected to the underground irrigation system of a lot located near the landscape area. It is the responsibility and the requirement of the lot owner to irrigate the landscaping located in the landscape area. The lot owner is required to water the vegetation on a regular basis to provide for green grass and healthy plant/tree growth. The lot owner needs to water the vegetation during the months of June through September. The lot owner will also be responsible to have the irrigation system properly drained when the weather requires it. The Association will be responsible for the repairs and maintenance of the irrigation lines and heads located in the island or landscape areas. The Association is responsible to the lot owner for the repair of any damage to his yard area due to the repair and maintenance of the irrigation system under the street, in the island or landscape area.

The Association will pay one hundred fifty dollars (\$150.00) to the lot owner at the end of the year to cover the cost of the water and draining the irrigation lines for the landscape area. The Association will review the annual payment amount every year to insure that a fair and equitable payment is made to cover the cost of the water.

22. Firearms and Weapons. No lot owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest or member of the lot owner's family of any firearms or other dangerous weapons, fireworks, projectiles or devices anywhere on or about the property, consistent with applicable township ordinances and state law.

23. Signs and Flags. No signs, flags, or other advertising devices (other than one professionally made for sale sign or political election sign, or a sign of substantially the same quality and appearance, which is not larger than 4 square feet in size), shall be displayed from any residence or on any lot or common areas that are visible from the exterior of the lot or from the common areas without written permission from the Association or its managing agent.

24. Well Prohibition. The entire development is being supplied with municipal water and sewer so that well use is not required. No individual wells or irrigation wells are permitted in the Tall Oaks development.

25. Violations. If there is a question as to whether there is a violation of any of these specific covenants, it shall be submitted to the Board of Directors of the Association, which shall conduct an investigation. Written notice shall be given to the lot owner with the opportunity for a hearing before the Board. If the lot owner is found to have violated the restrictions, the Board's determination shall state what corrective action needs to be taken and state a punctual but reasonable time period to comply with the determination. If the lot owner refuses to correct the violation, the Board may suspend the voting rights and rights to use of the recreational facilities pursuant to the Bylaws of the Association and/or it shall be lawful for the Association or any lot owner to prosecute any proceedings at law or in equity to prevent the violation or to recover damages for such violation.

26. Permitted Variance. The Developer or the Architectural Control Committee may, upon a showing of practical difficulty or other good cause, grant variances from the requirements of these Restrictions, but only to the extent and in such a manner as do not violate the spirit and

intent of the requirements; however, the Developer or the Architectural Control Committee may not grant variances as to the requirements that are mandated by the township or Ottawa County.

27. Rules of Conduct. Additional rules and regulations consistent with these Restrictions may be promulgated and amended by the Board. Copies of such rules and regulations must be furnished by the Board to each lot owner at least 10 days prior to their effective date and may be revoked at any time by the affirmative vote of sixty-six percent (66%) or more of all lot owners.

B. TALL OAKS PROPERTY OWNERS' ASSOCIATION

1. Organization. The Developer has created the Tall Oaks Property Owners' Association, a Michigan non-profit corporation (the "Association"), for the purpose of the management, maintenance, operation and administration of the common areas and the other purposes set forth in these Restrictions.

2. Compliance. All owners of the lots in said Tall Oaks are hereby obligated to become and remain members of the Tall Oaks Property Owners Association and to pay annual dues to the Association in accordance with these Restrictions and with the Articles and Bylaws of said Association for the cost of the maintenance of the property known as the common areas, parks, entry areas, private roads and any other property under the control of the Association. This shall be the personal obligation of the owners and shall constitute a lien on the parcel owned or being purchased. The obligations may be enforced in any manner permitted by law and specifically including foreclosure of the lien the same as if the lien were a mortgage on the parcel affected. The obligation may be enforced by the Developer, any owner of a lot or unit in Tall Oaks or by the Property Owners Association. Paramount Development Corporation, Eastbrook Homes, Inc., Eagle Creek Construction, LLC, or its assigns, shall not be obligated to pay dues on any lots except a fully completed model sales home.

3. Board of Directors. The business, property and affairs of the Association shall be managed and administered by a board of directors as detailed in the Articles of Incorporation and Bylaws of the Association. During the development and sales periods, the Developer has the right to appoint the members of the board of directors. After approximately ninety percent (90%) of all lots that may be created have been sold and closed by the Developer, or sooner at Developer's discretion, the board of directors shall be elected by the owners as set forth in the Articles and Bylaws of the Association.

4. Advisory Committee. Prior to the first full election of the Board of Directors by the owners, the Developer may appoint or hold elections for various advisory committees or boards to assist with the administration of the Association. After election of the first board of directors by the owners, the Board of Directors will be in charge of appointing the various advisory committees to assist with the administration of the Association.

C. RESERVED RIGHTS OF DEVELOPER

1. Sales Effort. The Developer (or any residential builder to whom the Developer has assigned such rights) shall have the right to maintain a model unit, sales office, advertising signs and flags, storage areas and reasonable parking incident to its sales efforts and such access to, from and over the property as may be reasonable to enable development and sale of the entire project. The architectural review requirements shall not apply to the Developer during the

development and sales periods, and the Architectural Control Committee shall have no control over the activities of the Developer during the development and sales periods.

2. Easements Reserved by Developer. The Developer reserves easements over the project as follows:

(a) Access Easements. The Developer reserves the right to grant or retain easements to construct, improve, pave, replace, reconstruct, extend and use all roadways, drives, walkways and bike paths located within the project, and to construct, improve, pave, replace and use any new roadways, driveways, walkways and bike paths that Developer desires to construct at any time in the future, over any property within the project (the "Access Easements").

(b) Utility Easements. Developer reserves the right to grant or retain easements to improve, replace, extend, tap into, reconstruct, enlarge and use all utility lines and mains located within the project and the public water system and the public sanitary sewer system located within the project, and to construct, improve, replace and use any new utility lines and mains that Developer desires to construct at any time in the future over, under, beneath or across any property within the project (the "Utility Easements"). The Utility Easements are intended to include all public and private utilities, including, without limitation, water, sanitary sewer, storm sewer, gas, electric, telephone and cable. Any exercise by the Developer of the foregoing reserved rights shall be subject to the Developer's compliance with applicable municipal statutes and ordinances.

(c) Benefited Property. The Access Easements may provide ingress and egress rights over the project for the benefit of any real property designated by the Developer, including, without limitation, any lot, the future phases, other real property adjacent to or within the vicinity of the project and any other real property that the Developer owns or may acquire in the future. The Access Easements may provide ingress and egress over the project between the property or properties benefited and any public roadway, private roadway, driveway, walkway, bike path, utility line or utility main wherever located. The Utility Easements may provide rights to use utilities as described above for the benefit of any real property designated by the Developer, including without limitation, any lots, the future phases, other real property adjacent to or within the vicinity of the property, and any other real property that Developer owns or may acquire in the future.

(d) Perpetual. The Access Easements and the Utility Easements (collectively the "Developer Easements") are perpetual and non-exclusive easements for the benefit of the Developer, its successors and assigns, and any persons or entities designated in writing by the Developer or by its successors and assigns. The Developer Easements may be used or established at any time and from time to time at the sole election of the Developer.

(e) Additional Access. The Developer also reserves the right of reasonable access over the entire project to the extent deemed necessary or desirable by the Developer, to make use of and to access the Developer Easements. This includes the right to undertake grading in the course of construction and to operate construction machinery and equipment within the project for the purposes of constructing, improving, repairing or replacing improvements within the Developer Easements.

(f) Assignment. The Developer may assign its rights, in whole or in part, under this section to third persons, including successor developers, lot owners, municipalities, utility providers and other persons, without limit. The Developer Easements reserved in this section are

intended to be self-executing, in that no additional conveyance documents are required for the Developer to exercise its rights; however if a third party, such as a utility company or a municipality, by way of example and not limitation, requires that the property owner execute, revise or amend a separate grant of easement or other document, the Developer is deemed to be the attorney-in-fact for the Association or any lot owner and may execute any instrument under this power of attorney on behalf of the Association or the lot owner. No third party may claim any rights under this section unless the third party receives a written assignment of rights under this section from the Developer. The Association has no rights under this section. The Developer has no duty to contribute or to cause others to contribute in any way to the Association or to any lot owner on account of the exercise of the rights reserved under this section. The Developer has no duty to exercise any of the rights it has reserved under this section.

D. DRAINAGE AND DETENTION AREAS

1. Drainage. Some of the lots in the project are subject to private, unnamed easements for drainage. These unnamed private easements for drainage are for the surface drainage of upland lots within the project. No development, grading or construction is permitted within private easement for drainage. This includes swimming pools, sheds, garages, patios, decks or any other permanent structure or landscaping feature that may interfere with surface drainage. Each lot owner will be responsible for maintaining the drainage system, including natural flow of surface water across his property, whether in an easement or not. Alterations to final grade or excessive irrigation that result in a drainage issue for the owner or neighboring lots will be the sole responsibility of the owner who caused the alteration.

2. Detention Ponds. The Tall Oaks plats may include stormwater detention areas for the temporary storage of water during storms, which areas have been approved by the appropriate governmental entities. The purchasers of lots and the Association agree to hold harmless Paramount Development Corporation and Eastbrook Homes Inc., their successors and assigns from and against any and all damages, claims, lawsuits and liabilities and expenses that may arise as a result of personal injury or property damage related to the detention pond areas.

E. ENFORCEMENT OF RESTRICTIONS

1. Remedies of Association. If the Association determines that any lot owner has failed to comply with any conditions of the Restrictions, the Association may notify the lot owner by mail advising of the alleged violation. If a dispute or question as to whether a violation of any specific regulation or restriction contained in these Restrictions has occurred, it shall be submitted to the Board of Directors of the Association, which shall conduct a hearing and render a decision in writing, which decision shall be binding upon all owners and other parties having an interest in the project. If the violation is not corrected within a reasonable time period as set by the Board of Directors, the Association can seek enforcement through one or more of the following methods.

(a) Suspension of voting rights pursuant to the Articles and Bylaws of the Association.

(b) Fines assessed at levels set by the Board of Directors with late charges added for every month the account is past due.

(c) Property liens may be filed for unpaid annual Association dues, late fees and recording fees. Property liens may also be filed for costs to bring non-compliant exterior site improvements into compliance.

- (d) Police enforcement where applicable.
- (e) Filing of small claims court action in district court to seek monetary judgments.
- (f) Legal prosecution to prevent the violation and to recover damage for such violation.

2. Enforcement by Developer. The project shall at all times be maintained in a manner consistent with the high standards of a private residential community, used and occupied for the benefit of the lot owners and all other persons interested in the project. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, replace and landscape in a manner consistent with the maintenance of such standards, the Developer, or any person to whom it may assign this right, may, at its option, elect to maintain, repair and/or replace any common areas or to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the development and sales periods, which right of enforcement shall include (Without limitation) an action to restrain the Association or any lot owner from any prohibited activity.

3. Lot Owner Enforcement. Any aggrieved lot owner will also be entitled to compel enforcement of these Restrictions by action for injunctive relief and/or damages against another lot owner in the project, but not against the Association or the Developer.

4. Remedies on Breach. In addition to the remedies granted by this Section E for the collection of assessments, the Association shall have the right, in the event of a violation of the Restrictions on use and occupancy imposed by this section, to enter the lot and to remove or correct the cause of the violation. Such entry will not constitute a trespass, and the lot owner of the lot will reimburse the Association for all costs of the removal or correction. Failure to enforce any of the restrictions contained in this section will not constitute a waiver of the right of the Association to enforce restrictions in the future.

5. Liability. The Tall Oaks Property Owners' Association and/or the Developer will make reasonable effort to enforce the Restrictions but cannot be held responsible if the enforcement mechanisms do not work. It must be understood that these Restrictions require a certain amount of voluntary compliance, and the Board of Directors and the Association or the Developer cannot oversee or enforce every infraction of these Restrictions.

F. AMENDMENTS BY DEVELOPER

1. Amendments. Developer reserves the right to amend, add to and/or finalize these Restrictions by appropriate recorded instrument up until Developer has sold and closed the final lot in Tall Oaks. Thereafter, these Restrictions may be amended by appropriate recorded written instrument executed and acknowledged by the owners of not less than two-thirds of the lots in all of the Tall Oaks plats.

2. Invalidation. The invalidation of anyone or more of the restrictions provided herein, by judgment or court order, or the amendment of any one or more of the restrictions as

hereinabove provided, shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

EXECUTED the day and year first above written.

PARAMOUNT DEVELOPMENT CORPORATION

By _____
Michael R. McGraw
Its President

STATE OF MICHIGAN
COUNTY OF KENT

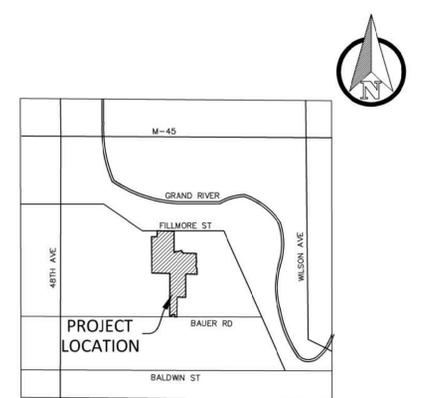
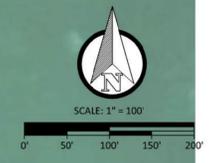
The foregoing instrument was acknowledged before me this _____ day of _____
2026 by Michael R. McGraw, President of Paramount Development Corporation, a Michigan
domestic corporation, on behalf of said company.

[Printed Notary Name]
Notary Public, Ottawa County, Michigan
My Commission Expires: _____

Prepared by and return to:
Phillip B. Slot, Esq.
SLOT LAW GROUP, PLLC
C/O Kelly Kuiper
1188 East Paris Ave Ste 100
Grand Rapids MI 49546

EXHIBIT A

Legal description to be inserted



GEORGETOWN TOWNSHIP, OTTAWA COUNTY
LOCATION MAP
NOT TO SCALE

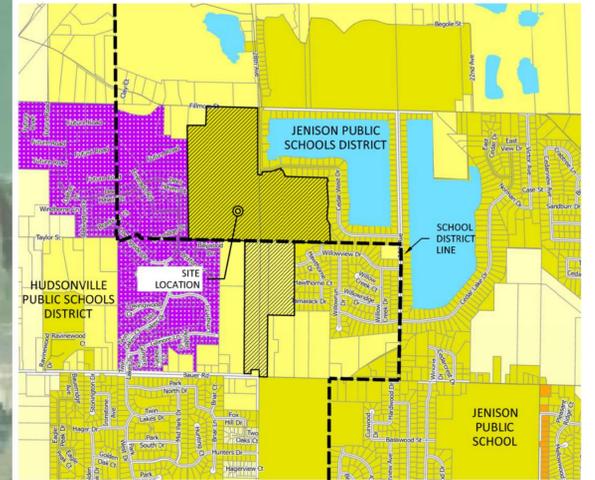
PHASE 1 DESCRIPTION:
 THAT PART OF THE SOUTH HALF OF SECTION 4 AND THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 13 WEST, GEORGETOWN TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 9 THAT IS 1375.63 FEET NORTH 88° 15' 17" WEST OF THE NORTHEAST CORNER OF SAID SECTION 9; THENCE NORTH 88° 15' 17" WEST ON SAID NORTH SECTION LINE 1.37 FEET TO THE NORTHWEST CORNER OF LOT 114, WILLOW CREEK NO. 4, AS RECORDED IN LIBER 40 OF PLATS, PAGES 25-28; THENCE SOUTH 00° 10' 07" WEST ON THE WEST LINE OF SAID LOT 114 A DISTANCE OF 47.60 FEET (PLATTED 47.01 FEET) TO THE NORTH LINE OF WILLOW CREEK NO. 5, AS RECORDED IN LIBER 42 OF PLATS, PAGES 61-63; THENCE NORTH 88° 15' 17" WEST 140.04 FEET TO THE EASTERY RIGHT OF WAY LINE OF WILLOWVIEW COURT; THENCE SOUTH 81° 52' 01" WEST ON THE NORTH LINE OF SAID WILLOWVIEW COURT 68.74 FEET TO THE WESTERLY LINE OF SAID WILLOWVIEW COURT; THENCE CONTINUING SOUTH 81° 52' 01" WEST ALL ON SAID NORTH LINE 139.30 FEET TO THE NORTHWEST CORNER OF LOT 168 OF SAID WILLOW CREEK NO. 5; THENCE NORTH 01° 02' 20" WEST 99.64 FEET; THENCE NORTH 20° 20' 32" WEST 103.37 FEET; THENCE NORTH 48° 38' 54" WEST 65.65 FEET; THENCE NORTH 63° 38' 51" WEST 430.00 FEET; THENCE NORTH 38° 21' 09" EAST 140.00 FEET; THENCE NORTH 53° 38' 51" WEST 66.00 FEET; THENCE SOUTH 36° 21' 09" WEST 145.97 FEET; THENCE NORTH 50° 39' 28" WEST 182.64 FEET; THENCE SOUTH 39° 20' 32" WEST 144.90 FEET; THENCE NORTH 53° 38' 51" WEST 170.23 FEET; THENCE SOUTH 39° 20' 32" WEST 38.21 FEET; THENCE SOUTH 46° 24' 39" WEST 8.11 FEET; THENCE NORTH 50° 39' 28" WEST 207.69 FEET; THENCE NORTH 25° 31' 16" EAST 47.53 FEET; THENCE NORTH 05° 13' 42" WEST 138.67 FEET; THENCE NORTH 22° 47' 26" WEST 59.20 FEET; THENCE NORTH 47° 03' 59" WEST 302.39 FEET; THENCE NORTH 08° 19' 34" EAST 423.61 FEET; THENCE NORTH 01° 08' 11" WEST 176.58 FEET; THENCE NORTH 88° 51' 08" EAST 147.47 FEET TO THE WEST LINE OF CEDAR LAKE ESTATES NO. 13, AS RECORDED IN INSTRUMENT NO. 2010-0003271, AND THE WEST RIGHT OF WAY LINE OF 28TH AVENUE; THENCE SOUTH 01° 08' 51" EAST PARALLEL WITH THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 4 AND ON SAID WEST SUBDIVISION LINE AND SAID WEST RIGHT OF WAY LINE 351.88 FEET TO THE SOUTH LINE OF SAID CEDAR LAKE ESTATES NO. 13 AND THE SOUTH RIGHT OF WAY LINE OF 28TH AVENUE; THENCE SOUTH 88° 28' 25" EAST ON SAID SOUTH RIGHT OF WAY LINE 88.09 FEET TO THE EAST RIGHT OF WAY LINE OF SAID 28TH AVENUE; THENCE NORTH 01° 08' 48" WEST ON SAID EAST RIGHT OF WAY LINE 51.51 FEET TO THE SOUTH RIGHT OF WAY LINE OF CEDAR WEST DRIVE; THENCE NORTH 88° 51' 12" EAST 135.39 FEET; THENCE NORTHEASTERLY 119.19 FEET ON A 383.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 79° 56' 17" EAST 118.71 FEET; THENCE NORTH 71° 01' 21" EAST 51.23 FEET; THENCE NORTHEASTERLY ALL ON SAID SOUTH RIGHT OF WAY LINE 70.02 FEET ON A 467.00 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 75° 19' 03" EAST 69.96 FEET; THENCE SOUTH 08° 30' 45" EAST 24.00 FEET TO REFERENCE POINT "A"; THENCE CONTINUING SOUTH 08° 30' 45" EAST 8 FEET, MORE OR LESS, TO THE WATER'S EDGE OF WILLOW LAKE; THENCE SOUTHEASTERLY 1900 FEET, MORE OR LESS, ON SAID WATER'S EDGE TO THE INTERSECTION OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE NORTH 01° 07' 23" WEST ON SAID EAST LINE 25 FEET, MORE OR LESS, TO REFERENCE POINT "B"; SAID REFERENCE POINT "B" BEING NORTH 83° 48' 30" EAST 40.00 FEET; THENCE SOUTH 43° 13' 13" EAST 150.00 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 88° 28' 25" EAST ON SAID NORTH LINE 196.88 FEET TO SAID EAST LINE; THENCE SOUTH 01° 07' 23" EAST ON SAID EAST LINE ALL ON AN INTERMEDIATE TRAVERSE LINE FROM A FOREMENTIONED REFERENCE POINT "A" 914.40 FEET; THENCE SOUTH 01° 07' 23" EAST ON SAID EAST LINE 396.13 FEET TO THE POINT OF BEGINNING, CONTAINING 33.40 ACRES, MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD, OR OTHERWISE.

SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED IN A FULL AND ACCURATE TITLE SEARCH.

THE BEARINGS ARE RELATED TO THE MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

LINE LEGEND
 --- GAS --- GAS --- GAS --- EXISTING GAS
 - - - - - RIGHT OF WAY
 - - - - - EASEMENT



Legend

Parcels	High Density (HDR)
Water Bodied	Mobile (MHP)
Zoning	Office (OS)
Zoning Class and Code	Agricultural (AG)
Neighborhood (NS)	Low Density (LDR)
Community (CS)	Low Medium (LMR)
Rural Residential (RR)	Medium (MDR)
Highway Service Commercial HS	Medium High (MHR)
Industrial (I)	Planned Unit Development (PUD)



ZONING CONTEXT EXHIBIT

LINE LEGEND
 --- GAS --- GAS --- GAS --- EXISTING GAS
 - - - - - RIGHT OF WAY
 - - - - - EASEMENT

Curve Table

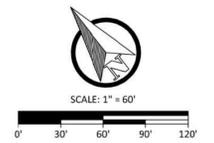
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C2	119.19	383.00	17.83	N79° 56' 17"E	118.71
C3	70.02	467.00	8.59	N75° 19' 03"E	69.96

NO.	DATE	REVISION	BY
1	01/16/2025	TENTATIVE PRELIMINARY PLAT	FJ

GEORGETOWN TOWNSHIP
 OTTAWA COUNTY, MICHIGAN
TALL OAKS
 TENTATIVE PRELIMINARY PLAT
 PHASE 1 BOUNDARY

Vriesman & Korhorn
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SYMBOL LEGEND

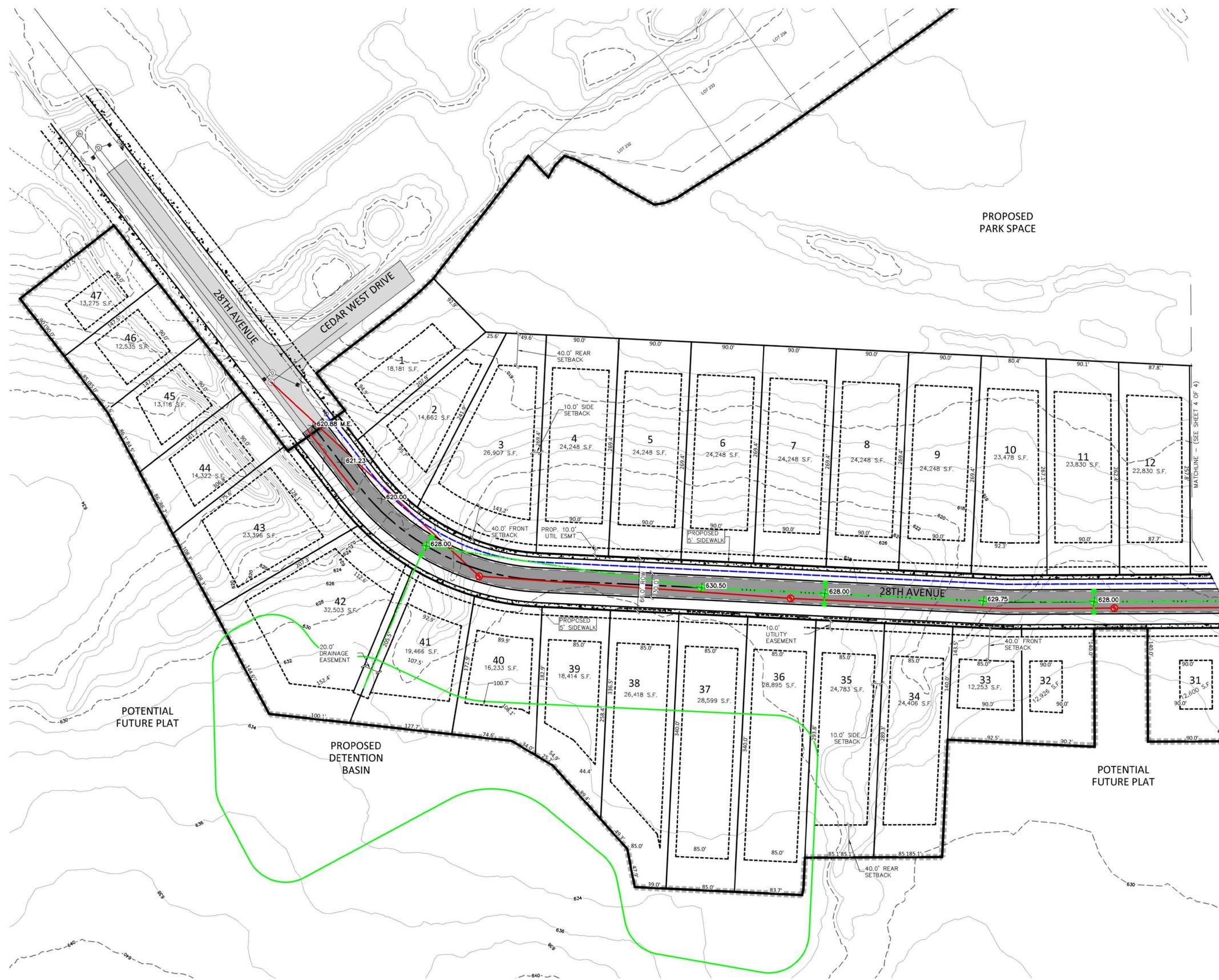
- EXISTING TREE
- TREE STUMP
- SIGN
- Ⓜ MAILBOX
- BOLLARD
- ⊕ LIGHT POLE
- ⊕ POWER POLE
- ⊕ GUYWIRE
- Ⓜ COM/ELEC STRUCTURE
- Ⓜ GAS METER
- Ⓜ VALVE
- Ⓜ HYDRANT
- Ⓜ WELL
- Ⓜ CLEANOUT
- Ⓜ SANITARY SEWER MANHOLE
- Ⓜ STORM CATCH BASIN
- Ⓜ STORM MANHOLE
- Ⓜ STORM FLARED END SECTION
- Ⓜ RIP RAP
- FLOW DIRECTION ARROW
- ◆ SECTION CORNER
- ◆ PROPERTY CORNER - SET
- ◆ PROPERTY CORNER - FOUND
- ◆ BENCHMARK/CONTROL POINT
- ◆ SOIL BORING

LINE LEGEND

- OH — OH — OH — EXISTING OVERHEAD ELECTRIC
- E — E — E — EXISTING UNDERGROUND ELECTRIC
- GAS — GAS — GAS — EXISTING GAS
- C — C — C — EXISTING COMMUNICATIONS
- X — X — X — EXISTING FENCE
- — — — EASEMENT
- — — — SETBACK
- — — — EXISTING GRAVEL
- — — — PROPOSED GRAVEL
- — — — EXISTING STORM SEWER
- — — — PROPOSED STORM SEWER
- — — — EXISTING SANITARY SEWER
- — — — PROPOSED SANITARY SEWER
- — — — EXISTING WATERMAIN
- — — — PROPOSED WATERMAIN

HATCH LEGEND

- ▨ EXISTING HOT MIXED ASPHALT
- ▨ PROPOSED HOT MIXED ASPHALT
- ▨ EXISTING GRAVEL
- ▨ PROPOSED GRAVEL
- ▨ EXISTING CONCRETE
- ▨ PROPOSED CONCRETE



- GENERAL NOTES**
1. ZONING OF PROPERTY: LDR
 - a. LDR ZONING REQUIREMENTS
 - i. MINIMUM LOT WIDTH = 85 FT.
 - ii. MINIMUM LOT AREA = 11,475 S.F.
 - b. SETBACKS
 - i. FRONT YARD = 40 FT.
 - ii. SIDE YARD = 10 FT.
 - iii. REAR YARD = 40 FT.
 2. SUMMARY OF LAND USE:
 - a. TOTAL ACREAGE = 33.6 ACRES INCLUDING R.O.W.
 - b. TOTAL LENGTH OF ROADS = 1,960 LN.FT.
 - c. TOTAL PUBLIC ROW = 2.94 ACRES
 - d. TOTAL NUMBER OF PLATTED SINGLE FAMILY LOTS = 47
 3. ALL STREETS WITH SINGLE FAMILY LOTS WILL BE DEDICATED TO THE PUBLIC AND CONSTRUCTED PER OTTAWA COUNTY ROAD COMMISSION STANDARDS AND SPECIFICATIONS.
 4. SIDEWALKS TO BE CONSTRUCTED PER APPLICABLE TOWNSHIP ORDINANCES.
 5. THIS PROJECT IS NOT LOCATED IN THE 100 YEAR FLOOD PLAIN, BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM RATE MAPS
 6. PLAN SHALL BE APPROVED BY THE OTTAWA COUNTY WATER RESOURCES COMMISSION.
 7. SCHOOL DISTRICT OF PROJECT: JENISON PUBLIC SCHOOLS
 8. PROPOSED DEVELOPMENT TO BE SERVED WITH PUBLIC SANITARY SEWER AND WATERMAIN. PROPOSED STORM SEWER AND DETENTION BASIN IS INTENDED TO BE PART OF A 433 AGREEMENT WITH OTTAWA COUNTY WATER RESOURCES COMMISSION OR MAINTAINED PRIVATELY, TO BE DETERMINED AFTER REVIEW BY THE OCWRC.

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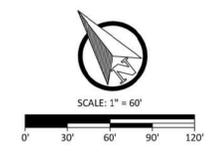
GEORGETOWN TOWNSHIP
OTTAWA COUNTY, MICHIGAN

TALL OAKS
TENTATIVE PRELIMINARY PLAT
SITE PLAN



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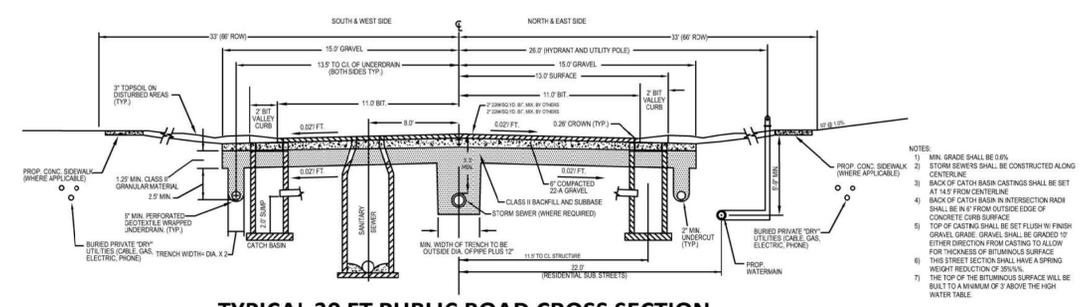
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- ▨ EXISTING GRAVEL
- ▨ PROPOSED GRAVEL
- ▨ EXISTING CONCRETE
- ▨ PROPOSED CONCRETE



- NOTES:**
- 1) MIN. GRADE SHALL BE 0.5%.
 - 2) STORM SEWERS SHALL BE CONSTRUCTED ALONG CENTERLINE.
 - 3) BACK OF CATCH BASIN CASTINGS SHALL BE SET AT 14\"/>

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OTTAWA COUNTY, MICHIGAN

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