

RECORDED

96 JUN 29 PM 1:32

REGISTER OF DEEDS
OTTAWA COUNTY, MICH.

**AMENDMENTS
TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
TIFFANY SHORES (PHASE #5)**

THESE AMENDMENTS TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS are dated as of the 1st day of November, 1995, and is made and executed by WOODLAND DEVELOPMENT II, a Michigan general partnership ("Declarant").

- A. The Declaration of Covenants, Conditions, and Restrictions for Tiffany Shores (Phase #5) were recorded in Liber 1829 at Page 351 on February 3, 1994 (the "Declaration").
- B. The Declaration was made and recorded by the Declarant. Section 3 of Article IV of the Declaration authorized the Declarant to amend the Declaration so long as the Declarant owns a Lot in any plat of land platted as a phase of Tiffany Shores.
- C. Declarant owns Lot 142 in Tiffany Shores No. 7.

Declarant hereby amends the Declaration as follows:

- 1. Sections 1 and 6 of Article I are amended to state as follows:

Section 1. "Subdivision" shall mean and refer to Tiffany Shores (Phase 1), Tiffany Shores (Phase 2), Tiffany Shores (Phase 3), Tiffany Shores (Phase 4), Tiffany Shores (Phase 5), Tiffany Shores (Phase 6), and Tiffany Shores (Phase 7), according to the recorded plats thereof and all other adjacent lands now owned or hereafter acquired by Declarant or its successors and assigns and hereafter platted as "Tiffany Shores (Phase ____)." In addition, "Subdivision" shall mean and include lands adjacent to lands then comprising the Subdivision that the owner thereof desires to bring within the definition by recording a written instrument doing so, provided such written consent also evidences the consent of the Association's board of directors and, during the shorter of five (5) years following the recording of this Declaration or so long as Declarant maintains a Certificate of Co-Partnership on file with the Ottawa County Clerk, the consent of the Declarant.

*Warner Norcross
Hilland*

Section 6. "Architectural Committee" shall mean a committee of no fewer than five persons, all of whom are partners of the Declarant or Owners of Lots in the Subdivision, which committee shall be appointed by the Board of Directors of the Association. Notwithstanding the previous sentence, the Declarant, acting by agreement of any two of its partners, shall retain the right to approve the initial development of a Lot until such time as the Declarant relinquishes such rights in writing or until such time as the approval has been granted to the initial development of all of the Lots in the Subdivision.

2. Sections 4, 12, 17, 18, 20, and 21 of Article II are amended to state as follows:

Section 4. Other Structures; Vehicles. No structure of a temporary character, trailer, tent, shack, barn, shed, or any other such building shall be placed on any Lot at any time for any purpose whatsoever, whether temporarily or permanently; provided, however, that one gazebo shall be permitted on each Lake Lot, so long as the gazebo is not placed within thirty feet of the shoreline of the Lake and so long as the gazebo receives the prior written approval by the Architectural Committee. If dog runs are to be constructed, they shall be attached to the dwelling and must be approved by the Architectural Committee. No temporary or permanent dock or swimming platform shall be placed on the Lake or extended from the shore into the Lake from any Lake Lot.

No all terrain vehicles, boats, personal or other watercraft, motor homes, recreational vehicles, campers, trailers, vehicles of any nature or size bearing signage for any commercial enterprise, old or unlicensed cars, or similar vehicles shall be stored or parked on any Lot (except within a garage located thereon) for a period longer than a cumulative total of fourteen days during any calendar year or for more than forty-eight hours consecutively. No semi-trucks, either trailer or tractor, or both, step-vans, or any vehicles larger than a full size van shall be permitted to be parked in the Subdivision, except temporarily for the purpose of pick-up or delivery.

Section 12. Fences. No wall or fence shall be constructed on any Lot without the approval of the Architectural Committee, and in no event shall a wall or fence be erected in the front yard of any dwelling other than low profile, decorative walls or fences incorporated into the landscape design and approved by the Architectural Committee. Hedges along rear Lot lines and along side yard Lot lines behind the line formed by the front of the residence upon the Lot are permitted with the approval of the Architectural Committee, but such

hedges shall be neatly and properly maintained. In no event shall a wall, fence, or hedge exceed six feet in height.

Section 17. Offensive Activities. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on any Lot which may be or may become an annoyance or nuisance to the neighborhood.

Section 18. Waste. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Such materials shall not be kept on any Lot except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All Lots shall be kept free from accumulations of brush, rubbish, or litter.

Section 20. Swimming Pools. All swimming pools shall be properly fenced in accordance with local and state governmental requirements and be approved by the Architectural Committee.

Section 21. Lines. All electrical service, cable television, and telephone lines shall be placed underground and no outside electrical lines or other lines or wires shall be placed overhead without the approval of the Architectural Committee. No exposed or exterior radio or television transmission or receiving antennas, satellite dishes, or other like devices shall be installed, placed, or maintained on any Lot; provided, however, with the approval of the Architectural Committee, a satellite dish with a diameter of twenty-four inches (24") or less may be installed if not visible from the street(s) along the front or side of any Lot.

3. Article III is amended to state as follows:

ARTICLE III

ARCHITECTURAL CONTROL

Approval of any matter requiring the consent or approval of the Architectural Committee under this Declaration shall be in advance and in writing. Approval of any matter submitted to the Architectural Committee shall require the affirmative written consent or approval of a majority of the members appointed to the Architectural Committee. In addition to the other matters described in this Declaration as subject to the approval or discretion of the Architectural Committee, the Architectural Committee shall make the final determination of the building and site plan for each Lot, including the location of the dwelling unit, garage, driveway

and addition or improvement prior to the commencement of any construction on any Lot.

For any matter submitted to the Architectural Committee for approval, the Owner shall submit one complete set of plans and specifications therefor, in a form satisfactory to the Architectural Committee, showing insofar as is appropriate:

- a. The nature, size, and dimensions of the improvements;
- b. The exterior color and design;
- c. The location of all existing and planned improvements on the Lot; and
- d. The location of the driveways, all walls and fences, and landscaping.

An Owner may submit preliminary sketches for preliminary approval of any proposed improvement or for preliminary approval of any other matter requiring the approval of the Architectural Committee. Such preliminary approval shall not be binding upon the Architectural Committee.

If at any time an Owner shall have submitted to the Architectural Committee plans and specifications in accordance with this Article III or any other matter requiring the approval of the Architectural Committee and the Architectural Committee has neither approved such plans and specifications or matter within 30 days from the date of submission nor notified the Owner of its objection or refusal to approve within such 30-day period, then such plans and specifications or request shall be deemed to have been approved by the Architectural Committee. If that Owner shall file revised plans and specifications for an improvement or alteration or other matter with the Architectural Committee after receiving objections from the Architectural Committee with respect to the original or prior plans and specifications or matter, and the Architectural Committee has neither approved them nor notified the Owner of further objections within 30 days from the date of resubmission, then such revised plans and specifications or matter shall be deemed to have been approved by the Architectural Committee.

4. Paragraphs 5.a, 5.b, 5.c, and 5.d of Article V are amended to state as follows:

Section 5. Fees, Dues, and Assessments.

a. Annual Dues. The annual dues shall be assessed with respect to each Lot, shall be the same for each Lot, and shall be determined by the Board of Directors, provided, however, that no increase greater than \$50 per year may be determined without the affirmative vote of two-thirds of the members entitled to vote. The annual dues shall be payable on January 1 of each year.

b. Special Assessments. Special assessments may be assessed with respect to each Lot by the affirmative vote of two-thirds of the members entitled to vote at the annual meeting or at a special meeting of the membership.

c. Default in Payment of Dues or Assessments. If any member is in default in the payment of dues or assessments including charges to Lake Lot Owners under Section 23.f of Article II above, for a period of thirty days from the date on which such dues, assessments or charges become payable, such member for purposes of voting shall cease to be a member in good standing and shall not be entitled to vote upon any matter submitted to the members for their approval. The Association may impose an interest charge on delinquent dues and assessments. Such member shall not be reinstated as a member in good standing until he or she has paid the dues, assessments and charges in full. Upon the failure of a member to pay the dues, assessments, or charges after thirty days written notice of such delinquency given by the Association to the member, the amount of the dues, assessments, or charges shall become the joint and several personal obligation of the member at the time the dues or assessments become due and payable in whole or in part, and also a lien on the member's Lot in favor of the Association, and the Association shall have the right to record a notice of claim of lien and initiate proceedings in accordance with the provisions of the laws of the State of Michigan for the foreclosure and enforcement of liens; or, in the event the Association shall not record a lien, it shall have the right to commence an action against such member for the collection of the dues, assessments, or charges in any court of competent jurisdiction.

d. Assignment of Dues. In the event any member whose dues are paid shall terminate his membership by selling his or her Lot during the year for which such dues are paid, the member shall be entitled to assign to the buyer of the Lot the benefit of the prepaid dues.

IN WITNESS WHEREOF, the undersigned have executed these Amendments to Declaration of Covenants, Conditions and Restrictions of Tiffany Shores (Phase #5), as of the date first set forth above.

Witnesses:

Shirley Van Wieren
Shirley Van Wieren
Cathie Bruursema
Cathie Bruursema

WOODLAND DEVELOPMENT II, a Michigan co-partnership

By: Jack W. Bouman
Jack W. Bouman, a partner
By: Gary L. Genzink
Gary L. Genzink, a partner
By: James L. Snook
James L. Snook, a partner
By: Richard K. Trask
Richard K. Trask, a partner
By: Tom B. Speet
Tom B. Speet, a partner

STATE OF MICHIGAN :
: SS
COUNTY OF OTTAWA :

The foregoing instrument was acknowledged before me this 27th day of November, 1995, by Jack W. Bouman, Gary L. Genzink, James L. Snook, Richard K. Trask, and Tom B. Speet, the partners of Woodland Development II, a Michigan co-partnership, for and on behalf of the Partnership.

Diane L. Main
, Notary Public

Ottawa County, Michigan
My commission expires:

DIANE L. MAIN

Notary Public, Ottawa County, MI
My Commission Expires 8-7-98

This document prepared by:
Mark K. Harder
Warner Norcross & Judd LLP
170 College Avenue, Suite 300
Holland, Michigan 49423
(616) 396-9800

After recording return to:
Mark K. Harder
Warner Norcross & Judd LLP
170 College Avenue, Suite 300
Holland, Michigan 49423
(616) 396-9800

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
TIFFANY SHORES (PHASE #5)

This Declaration is made this 15th day of December, 1993, by WOODLAND DEVELOPMENT II, a Michigan general partnership, of 466 East 16th Street, Holland, Michigan 49423 (the "Declarant"), and FMB-FIRST MICHIGAN BANK, a Michigan banking corporation, with offices at 115 Clover Avenue, Holland, Michigan 49423, being the mortgagee of certain lands within the Subdivision as hereinafter defined, with respect to the following facts and circumstances:

Recital

The Declarant is the owner of certain real property (the "Real Property") located in Park Township, Ottawa County, Michigan, which is described as follows:

Lots 79 through 107, inclusive,
 TIFFANY SHORES NO. 5, Section 22,
 T5N, R16W, according to the
 recorded plat thereof.

RECORDED

94 FEB -3 PM 3:51

Robert J. Williams
 REGISTER OF DEEDS
 OTTAWA COUNTY, MI

The Declarant desires to impose upon the Real Property certain covenants, conditions, and restrictions for the mutual benefit of the Declarant and all subsequent owners of the Real Property.

NOW, THEREFORE, the Declarant hereby declares that all of the Real Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Real Property and be binding on all parties having any right, title, or interest in the Real Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Declarant" shall mean and refer to Woodland Development II, a Michigan general partnership, and its successors and assigns.

Section 2. "Subdivision" shall mean and refer to the Real Property, Tiffany Shores (Phase 1), Tiffany Shores (Phase 2), Tiffany Shores (Phase 3), and Tiffany Shores (Phase 4) according to the recorded plats thereof and all other adjacent lands now owned or hereafter acquired by Declarant and hereafter platted as "Tiffany Shores (Phase ____)."

Section 3. "Lot" shall mean and refer to any plot of land shown upon any recorded map or plat of the Subdivision and any parcel thereof sold by metes and bounds description.

Section 4. "Owner" shall mean and refer to the record owner or land contract purchaser, whether one or more persons or entities, of the fee simple title to any Lot, dwelling unit, or site which is a part of the Subdivision, but excluding those having such interests merely as security for the performance of an obligation.

Section 5. "Lakes" shall mean and refer to the lakes, entitled Tiffany Lake and Pintail Pond, as shown upon any recorded map or plat of the Subdivision.

Section 6. "Lake Lot" shall mean and refer to any Lot that borders or abuts either of the Lakes.

Section 7. "Tiffany Lake Lot" shall mean and refer to any Lot that borders or abuts Tiffany Lake.

Section 8. "Pintail Pond Lot" shall mean and refer to any Lot that borders or abuts Pintail Pond.

Section 9. "Architectural Committee" shall mean the Declarant, acting in writing by any two of its general partners, or any other person or persons that the Declarant may assign to the committee. At any time hereafter and so long as the Declarant is the Owner of any Lot in the Subdivision, it may appoint a committee of no fewer than five persons, all of whom are members of the Declarant or Owners of Lots in the Subdivision. If the Declarant ceases to be the Owner of any Lot in the Subdivision, then the Owners of the majority of the Lots in the Subdivision shall appoint the committee.

ARTICLE II

BUILDING AND USE REGULATIONS

Section 1. Residential Use. No Lot shall be used for other than residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling. No houses already constructed shall be moved into the Subdivision, and no earth homes shall be permitted. Berming on a dwelling unit shall not exceed two feet above the existing ground level.

Section 2. Minimum Size. Each dwelling unit shall contain a minimum number of square feet of floor area, exclusive of open porches, carports, garages, breezeways, and unfinished basements, as listed below. Finished walk-out basements may be considered as applying toward the required minimum square feet of floor area at the discretion of the Architectural Committee.

a. Each one-story dwelling unit shall have at least 1,400 square feet of floor area.

b. Each one and one-half story dwelling unit shall have at least 1,700 square feet of floor area with a minimum of 1,000 square feet on the first floor.

c. Each two-story, bi-level, or tri-level dwelling unit shall have a minimum of 1,800 square feet of floor area.

Section 3. Garages. Garages, which shall be for the use only by the occupants of the dwelling unit to which they are appurtenant, shall be constructed in accordance with the plans approved under Article III, below. Each dwelling unit must have one and only one garage which must be capable of garaging at least two (2) and not more than five (5) standard size automobiles. Each garage shall have no more than three (3) garage doors. No garage shall be placed, erected, or maintained upon any Lot except for use in connection with a dwelling unit on that Lot.

Section 4. Other Structures; Vehicles. No structure of a temporary character, trailer, tent, shack, barn, shed, or any other such building shall be placed on any Lot at any time for any purpose whatsoever, whether temporarily or permanently; provided, however, that one gazebo shall be permitted on each Lake Lot, so long as the gazebo is not placed within thirty feet of the shoreline of the Lakes and so long as the gazebo receives the prior written approval by the Architectural Committee. If dog runs are to be constructed, they shall be attached to the dwelling and must be approved in writing in advance by the Architectural Committee. No temporary or permanent dock or swimming platform shall be placed on the Lakes or extended from the shore into the Lakes from any Lake Lot.

No trailers, boats or other watercraft, motor homes, recreational vehicles, old cars, or similar vehicles shall be stored or parked on any Lot (except within a garage located thereon) for a period longer than two weeks during any calendar year. No semi-trucks, either trailer or tractor, or both, or any larger trucks shall be permitted to be parked in the Subdivision.

Section 5. Exterior Materials. The exterior walls of all buildings shall be of any material acceptable to the Architectural Committee. No metal chimney, vent exhaust pipes, or the like shall be permitted to extend through the dwelling's roof and visible to the street. No exposed cement block or asbestos cement shingles will be permitted. All roofs of dwellings shall have a pitch acceptable to the Architectural Committee. Any exceptions to these requirements shall be approved by the Architectural Committee prior to commencing construction.

Section 6. Soil Removal. All soil removed from any Lot, either in grading or excavating, shall, so long as Declarant is the Owner of any Lot in the Subdivision and if desired by the Declarant, become the property of the Declarant. Upon removal, the soil shall be dumped or placed by the Owner (or his or her agent) of the Lot from which it is removed, at the Owner's expense, at such place or places as the Declarant shall reasonably designate, whether within or outside of the Subdivision.

Section 7. Completion of Construction. Construction of any improvements on a Lot shall be substantially completed within 12 months from the date on which such construction commenced.

Section 8. Landscaping. All Lots shall be completely landscaped over all sections of exposed earth. In areas susceptible to wind erosion, beach grass or other acceptable materials shall be placed within 90 days of completion of construction, but beach grass may be used in finished front yard landscaping only if a plan is presented to and approved by the Architectural Committee in advance. Finished landscaping shall be completed within 9 months from the date of completion of the dwelling.

No landscaping of any kind, except for beach grass or other plant material that does not require fertilization, shall be permitted within fifteen feet of the shoreline of the Lakes.

Section 9. Driveways and Parking. No stone or cinder driveways shall be permitted. All driveways shall be a minimum of 12 feet wide and must be constructed of asphalt or concrete, unless otherwise approved by the Architectural Committee. If constructed of asphalt, the depth of the asphalt shall be at least three inches thick. If constructed of concrete, the depth of the cement shall be at least four inches thick. Circular drives in front of dwellings may be a minimum of eight feet wide. Driveways for three or more stall garages shall gradually taper to the street, where they shall join the street at no width greater than 20 feet. With respect to Lots 87, 88, 94, 97, and 104, the Architectural Committee retains rights of approval or disapproval of the location and orientation of the driveway.

Section 10. Frontage Requirements. With respect to dwelling units constructed on Lots 87, 88, 97, and 104, the Architectural Committee retains rights of approval or disapproval of orientation of the dwelling unit to the streets on which such Lots corner.

Section 11. Removal of Trees. No trees three inches in diameter or larger shall be removed from any Lot unless one of the following conditions exist:

- a. It is within 20 feet of a building or permanent structure.
- b. It is diseased or dead;
- c. It is a hazard to a building, structure, or human life;
- d. Its removal would encourage healthier growth of surrounding trees; or
- e. If approved in writing in advance by the Architectural Committee.

Section 12. Fences. No fence shall be constructed on any Lot without the prior approval of the Architectural Committee, and no fence shall be erected in the front yard of any dwelling.

Section 13. Signs. No sign of any kind shall be displayed to the public view on any Lot, except one sign of not more than four square feet advertising a Lot for sale or rent or a sign used by a builder to advertise the construction or subsequent sale of a dwelling unit.

Section 14. Mailboxes. Mailbox posts shall be constructed in accordance with the written requirements, if any, of the Architectural Committee, and the location of mailboxes shall be subject to the approval of the Architectural Committee.

Section 15. Subdivision; Other Easements.

- a. No Lot may be subdivided.
- b. The Declarant has and hereby reserves all easements for utilities or drainage shown on the recorded plat of the Subdivision and full rights of ingress and egress for the Declarant and the Declarant's agents, employees, and assigns over any part of the Lots for the purpose of installing and servicing the utilities and drains for which the easements are reserved.

Section 16. Animals. No animals shall be kept on any Lot except household pets, provided that no dog shall be permitted in an outside dog run for more than 15 minutes between the hours of midnight and 6:00 a.m. No pets shall be kept or bred on any Lot for commercial purposes, and all pets shall have such care and restraint so as not to be obnoxious or offensive to the neighborhood on account of noise, odor, or unsanitary conditions. No savage or dangerous animals shall be kept on any Lot, and no pets shall be permitted to run loose in the Subdivision.

Section 17. Offensive Activities. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on any Lot which may be or may become an annoyance or nuisance to the neighborhood. Antennae, satellite dishes, and like apparatus shall not be permitted on any Lot.

Section 18. Waste. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Such materials shall not be kept on any Lot except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 19. Visual Obstructions. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 5 feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and the line connecting them at points 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 as extended. The same sight-line limitation shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at such sufficient height to prevent obstruction of such sight lines.

Section 20. Swimming Pools. All swimming pools shall be properly fenced and be approved in writing in advance by the Architectural Committee.

Section 21. Lines. All electrical service, cable television, and telephone lines shall be placed underground and no outside electrical lines or other lines or wires shall be placed overhead without the prior approval of Declarant or the Architectural Committee. No exposed or exterior radio or television transmission or receiving antennas or other devices shall be erected, placed, or maintained on any Lot.

Section 22. Playground Equipment. All playground equipment, such as swing sets, slides and the like, shall be kept on a Lot only in an area not closer to any side boundary than the extremities of the residence, hidden from the vantage point of the street, or as otherwise approved in writing in advance by the Architectural Committee.

Section 23. Lake Lots. The following provisions shall apply to the Lakes and the Lake Lots:

a. Permitted Activities. The following activities shall be permitted on the Lakes:

(1) Use of paddleboats, row boats, canoes, kayaks, or other nonmotorized and non-windpowered boats or watercraft (other than windsurfing sailboats) seating not more than two persons;

(2) Use of windsurfing sailboats (all other sailboats shall be prohibited);

(3) Use of remote controlled battery powered model boats (all other powered model boats shall be prohibited); and

(4) Fishing.

b. Nonpermitted Activities. The following activities shall be prohibited on the Lakes:

(1) The feeding of waterfowl of any kind;

(2) The use of any boats or watercraft not expressly permitted in Section 23.a.

c. Storage of Watercraft. Outdoor storage of the watercraft permitted under Section 23.a. shall be permitted during the period from May 1 through October 1.

d. Aeration Pumps. The aeration pumps installed in the Lakes shall only operate during the hours from 8:00 a.m. to 10:00 p.m.

e. No Public Access to Lakes. There shall be no common area or public access to the Lakes and no owner of a Lake Lot may grant any license or easement to anyone entitling the beneficiary of such license or easement to utilize the Lakes for any purpose.

f. Expenses of Lakes. In addition to all other dues and special assessments, the Owners of the Lake Lots shall pay for all costs of installing and maintaining aeration pumps for the Lakes and for all other maintenance costs of the Lakes. In addition, the Owners of the Lake Lots shall pay for all costs incurred by the Association in procuring and maintaining liability insurance regarding the Lakes. Such costs regarding the Lakes shall be divided equally among and charged and assessed against the Owners of the Lake Lots and shall be in addition to all other dues and special assessments of the Association.

g. Indemnification. The Declarant, the Association, and the Owners of Lots that are not Lake Lots shall not be liable for any personal injury or damage to the Owners of the Lake Lots or their family members, employees, licensees, invitees, guests or other persons, and the Owners of the Lake Lots shall not make any claim or demand upon or institute any action against the Declarant, the Association, or the Owners of Lots that are not Lake Lots as a result of any such injury or damage. The Owners of the Lake Lots shall indemnify, defend, and hold harmless the Declarant, the Association, and the Owners of Lots that are not Lake Lots for, against, and from any liability, claim, loss, cost, injury, damage, or other expense that may occur or be claimed by or with respect to any person or property resulting from the use or misuse of the Lakes by the Owners of the Lake Lots or by their family members, employees, licensees, invitees, guests or other persons. Such indemnification includes the cost of the defense of any and all claims including the cost of suit, attorneys' fees, and the payment of any settlement or judgment against the Declarant, the Association, or the Owners of Lots that are not Lake Lots.

Section 24. Special Restrictions for Lots 91 and 100. Lots 91 and 100 contain specially designed berms and landscaping along the north shoreline of Pintail Pond, which were designed to protect the views of all residents on Pintail Pond. Without the prior written consent of the Architectural Committee, the owners of Lots 91 and 100 shall not alter, change, remove, or lower the berms nor alter, change or remove landscaping on such berms in such a way as to diminish the screening provided by such berms and landscaping.

ARTICLE III

ARCHITECTURAL CONTROL

All dwelling unit and other building plans and site plans for each Lot shall be approved by the Architectural Committee prior to the commencement of any construction on any Lot. Approval shall require agreement by any two of the partners of the Declarant or by a majority of the Owners subsequently appointed to the Architectural Committee. The Architectural Committee shall make the final determination of the site plan for each Lot, i.e., the location of the dwelling unit, garage, and driveway.

After the approval by the Architectural Committee of preliminary sketches that an Owner has submitted to the Architectural Committee, the Owner shall submit one complete set of plans and specifications therefor, in a form satisfactory to the Architectural Committee, showing insofar as is appropriate:

- a. The size and dimensions of the improvements;
- b. The exterior design;
- c. The location of all the improvements on the Lot; and
- d. The location of the driveways, all walls, and fences, and landscaping.

If at any time an Owner shall have submitted to the Architectural Committee plans and specifications in accordance with this Article III and the Architectural Committee has neither approved such plans and specifications within 30 days from the date of submission nor notified the Owner of its objection within such 30-day period, then such plans and specifications shall be deemed to have been approved by the Architectural Committee. If that Owner shall file revised plans and specifications for a structure or alteration with the Architectural Committee after receiving objections from the Committee with respect to original or prior plans and specifications, and the Committee has neither approved them nor notified the Owner of further objections within 30 days from the date of resubmission, then such revised plans and specifications shall be deemed to have been approved by the Architectural Committee.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, and restrictions now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, the Association, or any Owner to enforce any of the provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Invalidity of Provision. Invalidation of any one of the covenants, conditions, and restrictions contained in this Declaration by a judgment or order of a court shall in no event affect the validity of any other provision of this Declaration.

Section 3. Restrictions Run With Land. The covenants, conditions, and restrictions found in Articles I through V of this Declaration shall run with and bind the land composing all the Lots in the Subdivision for a period of 25 years from the date that this Declaration is recorded, after which they shall be automatically extended for successive periods of 10 years. The provisions of Articles I through V of this Declaration may be amended unilaterally by the Declarant at any time hereafter until such time as the Declarant is no longer an Owner of a Lot in the Subdivision. Thereafter, the provisions of Articles I through V of this Declaration may be amended by an instrument signed by the Owners of not less than a majority of the Lots in the Subdivision. Any amendment must be recorded before it will become effective.

Section 4. Zoning Ordinances. If any zoning ordinance, either now in effect or hereafter adopted, shall impose requirements which in their application are more strict than those imposed hereby, then such ordinance provisions shall be an effective part of the provisions of this Declaration.

Section 5. Successors in Interest. Any grantee of any Lot in the Subdivision, together with the heirs, assigns, and subsequent grantees of the grantee, by acceptance of a deed of

conveyance of any Lot, shall be deemed to agree and to promise to comply with and be bound by the provision of this Declaration.

ARTICLE V

ASSOCIATION

Section 1. Purposes. The purpose of the Association includes, without limitation, the enforcement of the building and use restrictions and architectural control provisions as set forth in this Declaration and to arrange social and recreational functions for the benefit of its members.

Section 2. Membership.

a. Qualification. Every Owner shall be a member of the Association.

b. Compliance. Each member is required to comply with and be bound by the terms of this Declaration and by the policies, rules, and regulations adopted from time to time by the Association in accordance with the provisions of this Article V, or as may be hereafter amended by the Association.

c. Termination of Membership. Membership in the Association shall terminate on a member ceasing to be an Owner of a Lot in the Subdivision.

d. Voting Rights. Each member in good standing shall be entitled to one vote on each matter submitted to a vote of the members. A member shall have one vote for each Lot of which the member is an Owner. Where two or more Owners own a Lot, only one vote for such Lot shall be allowed, and such joint Owners shall designate and register with the Secretary of the Association the name of the particular Owner entitled to cast and vote. At membership meetings, all votes shall be cast in person or by proxy registered with the Secretary.

e. Annual Meeting. An annual meeting of the members of the Association for the purpose of electing directors shall be held in Ottawa County, Michigan, in July of each year. The time and place of the meeting shall be fixed by the directors.

f. Special Meetings. A special meeting of the members of the Association may be called by the Board of Directors. A special meeting of the members must be called within 14 days by the President, or by the Board of Directors, if requested by no fewer than 10 of the members having voting rights.

g. Notice of Meetings. Written notice stating the place, day, and time of any meeting of the members shall be delivered no fewer than 14 days before the date of the meeting, either by personal delivery or by mail, to each member entitled to vote at such meeting.

h. Quorum. The members holding 25% of the votes that may be cast at any meeting shall constitute a quorum at any meeting of the members.

Section 3. Board of Directors.

a. General Powers. The affairs of the Association shall be managed by the Board of Directors.

b. Number, Term, and Qualifications. The number of directors shall be determined by the Board of Directors, but

shall not be fewer than five. The Board of Directors shall be elected by the members at the annual meeting of the members. Each director shall be a member of the Declarant or of the Association and shall hold office until the next annual meeting of the members or until his or her successor shall have been elected and qualified.

c. Regular Meetings. The Board of Directors shall meet regularly at least once every six months, at a time and place it shall select.

d. Special Meetings. A special meeting of the Board of Directors may be called by or at the request of the President or any two directors.

e. Notices. Notice of any special meeting of the Board of Directors shall be given at least seven days prior thereto by written notice delivered personally or sent by mail to each director. Any director may waive notice of any meeting.

f. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

g. Vacancies. Any vacancy occurring on the Board of Directors shall be filled by the election of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

Section 4. Officers.

a. Officers, Qualifications, and Election. The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer. The officers shall be members of the Declarant or of the Association, shall be elected by the Board of Directors, and shall serve for a term of one year. The President and Vice President shall be members of the Board of Directors.

b. President. The President shall preside at all meetings of the Association and of the Board of Directors at which he or she is present and shall exercise general supervision of the affairs and activities of the Association.

c. Vice President. The Vice President shall assume the duties of the President during his or her absence.

d. Secretary. The Secretary shall keep the Minutes of all of the meetings of the members and of the Board of Directors. The Secretary shall be the custodian of all Association records.

e. Treasurer. The Treasurer shall receive all Association funds, keep them in a bank approved by the Board of Directors and pay out funds only on notice signed by the Treasurer and by one other officer.

f. Vacancies. A vacancy in any office may be filled by any member of the Board of Directors for the unexpired portion of the term.

Section 5. Fees, Dues, and Assessments.

a. Annual Dues. The annual dues shall be assessed with respect to each Lot, shall be the same for each Lot, and shall be determined by the Board of Directors, provided,

however, that no increase greater than \$50 per year may be determined without the Owners of two-thirds of the Lots approving such increase. The annual dues shall be payable on January 1 of each year.

b. Special Assessments. Special assessments may be assessed with respect to each Lot by the affirmative vote of the Owners of two-thirds of the Lots at the annual meeting or at a special meeting of the membership.

c. Default in payment of Dues or Assessments. If any member is in default in the payment of dues or assessments including charges to Lake Lot Owners under Section 23.f of Article II above, for a period of thirty days from the date on which such dues, assessments, or charges become payable, such member for purposes of voting shall cease to be a member in good standing and shall not be entitled to vote upon any matter submitted to the members for their approval. Such member shall not be reinstated as a member in good standing until he or she has paid the dues, assessments, and charges in full. Upon the failure of a member to pay the dues, assessments, or charges after thirty days written notice of such delinquency given by the Association to the member, the amount of the dues, assessments, or charges shall become a lien on the member's Lot in favor of the Association, and the Association shall have the right to record a notice of claim of lien and initiate proceedings in accordance with the provisions of the laws of the State of Michigan for the foreclosure and enforcement of liens; or, in the event the Association shall not record a lien, it shall have the right to commence an action against such member for the collection of the dues, assessments, or charges in any court of competent jurisdiction.

d. Assignment of Dues. In the event any member whose dues are paid shall terminate his membership by selling his or her Lot during the year for which such dues are paid, the member shall be entitled to assign to the buyer of the Lot the benefit of the prepaid dues.

Section 6. Amendment. Any proposed amendment to the provisions of this Article V may be submitted in writing at any meeting of the members of the Association. A proposed amendment to the provisions of this Article V shall become effective when approved by two-thirds majority of the members entitled to vote. In addition, if a two-thirds majority of the members vote to incorporate the Association, then the provisions of this Article V shall be superseded by the Articles and Bylaws of the incorporated homeowners' association and shall be of no further effect.

ARTICLE VI

GOVERNMENTAL REQUIREMENTS

Section 1. Michigan Department of Natural Resources Requirements.

The floodplain of Tiffany Lake, as defined by Elevation 601.5 (NGV Datum), and the floodplain of Pintail Pond, as defined by elevation 603.5 (NGV Datum), is shown on the final plat drawing. The flood plain of Tiffany Lake encroaches on Lots 82 through 86 and the flood plain of Pintail Pond encroaches on Lots 91 through 100. To insure that no further encroachment occurs and to protect future construction from flood damage, the following restrictions are imposed on building construction on any building used or capable of being used for residential purposes and occupancy within or affected by the flood plain:

a. Each building shall have lower floors, excluding basements, higher than the elevation of the contour defining the floodplain limits.

b. Each building shall have openings into the basement not lower than the elevation of the contour defining the floodplain limits.

c. Each building shall have basement walls and floors, below the elevation of the contour defining the floodplain limits, watertight and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the floodplain limits following methods and procedures outlined in Chapter 5, Type A construction and Chapter 6 for Class 1 loads found in "Flood Proofing Regulations" EP 1165 2 314 prepared by the Office of the Chief of Engineers, U.S. Army, Washington, D.C., June 1972. Figure 5, Page 14.5 of the regulation shows typical foundations, drainage and waterproofing details. This document is available at no cost from the Department of Natural Resources' Land & Water Management Division, P.O. Box 30028, Lansing, MI 48909, or Department of the Army, Corps of Engineers, Publications Depot, 890 South Pickett, Alexandria, Virginia 22304.

d. Each building shall be equipped with a positive means of preventing sewer backup from sewer lines and drainage which serve the buildings.

e. Each building shall be properly anchored to prevent flotation.

f. No filling or occupation of the floodplain area will be allowed without the final approval of the Michigan Department of Natural Resources.

Section 2. Ottawa County Drain Commission Requirements.

a. For Lots 79 through 86 and Lots 91 through 100, a Soil Erosion and Sedimentation Permit, as required by Public Act 347 of 1972, shall be obtained.

b. For Lots 87 through 90 and Lots 101 through 107, each individual parcel owner will be responsible for adopting erosion control measures necessary on each parcel to keep loose soil from construction activities out of the street or off adjacent parcels. If any sedimentation in the street, catchbasins, or adjacent lots is the direct result of constructions at a particular site, it is the responsibility of the parcel owner from which the erosion and sedimentation originated to have this cleaned up.

c. Openings into basement floors shall be restricted as follows: For Lots 82 through 86, no building opening shall be lower than 602.5' (NGV Datum). For Lots 91 through 100, no building opening shall be lower than 604.5 (NGV Datum).

d. For Lots 79 through 86, no lower floor elevation, including basements, shall be below 602.5 (NGV Datum). For Lots 87 through 107, no lower floor elevation, including basements, shall be below 604.5 (NGV Datum).

Section 3. Ottawa County Health Department Requirements.

a. All lots within the Real Property shall be reserved for single family residential homes.

b. All dwellings shall be served by a sewage disposal system. During the initial development of the Real Property private septic tanks and drainfields constructed in compliance with the regulations of the Ottawa County Health Department shall be installed. Permits for the installation of all sewage disposal systems shall be obtained from the Ottawa County Health Department, Environmental Health Division, prior to any construction and/or installation taking place on any Lot within the Real Property.

c. All sewage disposal systems shall be installed according to the specifications issued on the sewage permit by the investigating sanitarian. In addition all applications for the sewage permit shall include an engineered, scaled, top and side view site plan of each Lot within the Real Property specifying the location of the home, garage, driveway, and utilities into such Lot plus initial and reserve drainfield areas and any fill required. Should the location projected for these sewage system areas be unacceptable, alternate sites will be necessary which may necessitate relocating or redesigning the homesite or reducing the size of the home or garage. If acceptable, alternate sites are not available, denial of the sewage permit will result. In addition:

(1) The development of several of the Lots within the Subdivision has included a three stall garage and/or a larger sized home which usually eliminates a significant available area for sewage system repair when necessary. This is especially critical when considering the Lake Lots. Any owner of a Lot within the Subdivision who is considering a larger sized home and/or a three stall garage, therefore, shall ensure that more than adequate space is available for the initial sewage disposal system as well as a like sized or larger repair.

(2) The sewage disposal system on Lots 82 through 86 and 91 through 100, shall be installed in the front of the Lot (between house and road) in order to maintain the required 100 feet of isolation between the Lake and the drainbed. This requirement will necessitate that a minimum setback of 50 feet or more be maintained between the house (including the garage) and the front property line to ensure that sufficient space is available. Additional setbacks for all Lots within the Real Property may be necessary if the size and facilities projected within the home on the submitted plans warrant a larger septic system area.

(3) A minimum isolation distance of four feet shall be maintained between the top of the highest known water table and the bottom of the stone in the sewage system drainfields. Based on the projected establishment of a lowered stabilized groundwater table elevation of 602 (pond invert elevation), the bottom of the sewage system drainfields on these lots shall be installed no deeper than elevation 606. The elevation (606) shall be staked on each Lot within the Real Property prior to requesting the sewage permit.

(4) Areas within the Real Property may contain intermittent layers of hardpan below grade. Therefore, at the time of installation of any sewage drainfield, the installer shall make several six foot deep backhoe cuts in the designated drainfield area to determine if a hardpan layer is present. If such a layer is encountered, the soil in the entire drained area shall be mixed using the backhoe bucket to a six foot depth to ensure that this hardpan is destroyed.

(5) The sewage disposal systems on all Lots within the Real Property shall be located on a flat level area with a minimum isolation of 10 feet from the edge of any bank or drop off.

(6) Unless otherwise approved by the Ottawa County Health Department, all sewage disposal systems shall be gravity flow from the house.

(7) A reserve sewage disposal system area meeting the same specifications as the original sewage system shall be kept available for correction in the event the original system fails.

d. All utilities to serve each home within the Real Property shall be directed to a side lot line of each Lot.

e. All grading or cutting and filling shall be done prior to the issuance of any sewage disposal permit. All topsoil shall be removed prior to the placement of any fill in any sewage disposal system area and the engineer shall verify that the topsoil removal has been completed. All fill shall be clean, consist of a medium/coarse texture and result in a 1:7 slope from top of sewage system stone back to grade when filling for the septic system is necessary.

f. All storm drains (including those on Lot lines) within the Real Property shall be of closed joint construction and be backfilled with sand (no gravel).

g. A minimum isolation distance of twenty five feet shall be maintained from all footing drains to all sewage systems. Fifteen feet isolation may be considered on the higher lots and if the footing drains are located well above the water table. The submitted plans shall indicate if the home is to have footing drains installed.

h. Should laundry facilities be installed in the basement of a home and a pump be necessary to eliminate the waste water, a separate sump pump and pit shall be installed to pump this waste to the sewage disposal system. No interconnecting of this pit shall be allowed with the footing drain.

i. All dwellings shall be served with and connected to municipal water prior to occupancy.

j. At some time subsequent to the initial development of the Real Property it may be necessary to construct a community sewage disposal system. The construction of such a public system may be financed in whole or in part by the creation of a special assessment district or districts, which may include the Real Property. If such a special assessment district is imposed upon all or any part of Real Property in accordance with Michigan law, then each owner of parcels covered by said special assessment district shall pay all of those special assessments as may be levied against his parcel by that special assessment district and shall take the necessary steps as required by the appropriate state, county and township agencies to connect at his own expense, his sewage discharge facilities to such community system within ninety (90) days following completion of such system.

Section 4. Miscellaneous.

a. In the event of any inconsistencies among the foregoing restrictions, the more stringent restrictions shall govern.

b. The foregoing restrictions imposed by the Michigan Department of Natural Resources, the Ottawa County Drain Commission, and the Ottawa County Health Department, are not subject to revision or deletion and shall run with the land and be observed in perpetuity.

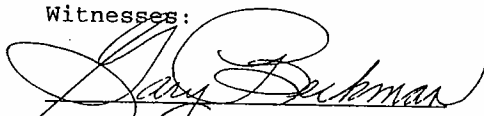
ARTICLE VII


NOTICE OF SEWER SPECIAL ASSESSMENT AGREEMENT

DECLARANT ENTERED INTO A SEWER SPECIAL ASSESSMENT CONTRACT, DATED NOVEMBER 11, 1993, WITH THE TOWNSHIP OF PARK. **THIS CONTRACT IS BINDING UPON ALL PERSONS WHO ACQUIRE LOTS WITHIN THE REAL PROPERTY (i.e., LOTS 79 THROUGH 107) FROM AND AFTER THE DATE OF THIS DECLARATION.** PURSUANT TO THIS CONTRACT, DECLARANT HAS AGREED FOR ITSELF AND ALL FUTURE OWNERS OF LOTS WITHIN THE REAL PROPERTY THAT PARK TOWNSHIP MAY IMPOSE AT ANY TIME AND IN ANY AMOUNT SPECIAL OR OTHER ASSESSMENTS UPON ALL LOTS WITHIN THE REAL PROPERTY FOR THE PURPOSE OF PAYING FOR THE INSTALLATION OF PUBLIC SANITARY SEWERS SERVING THE REAL PROPERTY. IN ADDITION, DECLARANT HAS AGREED FOR ITSELF AND ALL FUTURE OWNERS OF LOTS WITHIN THE REAL PROPERTY TO COOPERATE WITH RESPECT TO THE IMPOSITION OF SPECIAL ASSESSMENTS, INCLUDING TO SIGN OR OTHERWISE CONSENT TO ANY PETITION FOR THE PURPOSE OF SUCH ASSESSMENTS. PURSUANT TO THE CONTRACT, THE CONTRACT ITSELF CONSTITUTES A SIGNATURE UPON SUCH A PETITION BY THE DECLARANT AND ALL FUTURE LANDOWNERS OF THE REAL PROPERTY FOR THE PURPOSE OF SUCH ASSESSMENTS. THE CONTRACT ALSO ESTABLISHES A LIEN UPON ALL LOTS WITHIN THE REAL PROPERTY IN FAVOR OF THE TOWNSHIP TO PAY FOR THE INSTALLATION OF PUBLIC SANITARY SEWERS SERVING THE REAL PROPERTY. THE TOWNSHIP MAY CONDITION THE ISSUANCE OF BUILDING PERMITS FOR LOTS WITHIN THE REAL PROPERTY TO THE LOT OWNER'S WAIVER OF NOTICE OF AND AGREEMENT TO THE CONTRACT AND AGREEMENT TO ANY FUTURE SPECIAL ASSESSMENT FOR THE INSTALLATION OF PUBLIC SANITARY SEWERS SERVING THE REAL PROPERTY. COPIES OF THE CONTRACT MAY BE OBTAINED FROM THE PARK TOWNSHIP CLERK, 52-152ND AVENUE, HOLLAND, MICHIGAN.

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Covenants, Conditions, and Restrictions as of the first date written above.

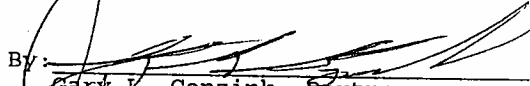
Witnesses:


Gary Beckman

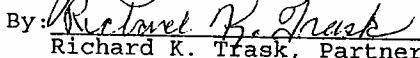

Beverly I. Ross

WOODLAND DEVELOPMENT II

By: 
Jack W. Bouman, Partner

By: 
Gary L. Genzink, Partner

By: 
James L. Snook, Partner

By: 
Richard K. Trask, Partner

By: 
Tom B. Speet, Partner

Witnesses:

FMB-FIRST MICHIGAN BANK
115 Clover Avenue
Holland, Michigan 49423

Angela Riksen
ANGELA RIKSEN

By: Kim W. Smith
Kim W. Smith,
Assistant Vice President

Diana L. Smith
DIANA L. SMITH

By: Scott R. DeMeester
Scott R. DeMeester
Commercial Loan Officer

STATE OF MICHIGAN:
: ss
COUNTY OF OTTAWA :

On this 15th day of December, 1993, before me personally appeared Jack W. Bouman, Gary L. Genzink, James L. Snook, Richard K. Trask, and Tom B. Speet, on behalf of Woodland Development II, who, being duly sworn, said that they have read the foregoing Declaration signed by them and acknowledge that they executed the Declaration as their free act and deed on behalf of the Woodland Development II partnership.

Susan Schaap
Susan Schaap, Notary Public
Ottawa County, Michigan
My commission expires: 4/23/97

STATE OF MICHIGAN:
: ss
COUNTY OF OTTAWA :

On this 15TH day of DECEMBER, 1993, before me personally appeared Kim W. Smith, Assistant Vice President, and Scott R. DeMeester, Commercial Loan Officer, of FMB-First Michigan Bank, who, being duly sworn, said that they have read the foregoing Declaration signed by them and acknowledge that they executed the Declaration as their free act and deed on behalf of FMB-First Michigan Bank.

Angela Riksen
Angela Riksen, Notary Public
Ottawa County, Michigan
My commission expires: 2/11/95

This document prepared by:
Mark K. Harder
Warner, Norcross & Judd
170 College Avenue, Suite 300
Holland, Michigan 49423
(616) 396-9800

After recording return to:
Mark K. Harder
Warner, Norcross & Judd
170 College Avenue, Suite 300
Holland, Michigan 49423
(616) 396-9800

f:\kpm\draft\tiffsho5.doc

ANGELA RIKSEN
Notary Public, Ottawa County, MI
My commission expires Feb. 11, 1995