

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
TIFFANY SHORES (PHASE #1)

RECORDED
OFFICE OF RECORDS

This declaration is made this 17th day of September, 1990, by WOODLAND DEVELOPMENT II, a Michigan general partnership, of 466 East 16th Street, Holland, Michigan 49423 (the "Declarant"), 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 1 through 23, inclusive,
TIFFANY SHORES, Section 22, T5N,
R16W, according to the recorded
plat thereof.

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.

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. "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 Owners or part Owners of Lots in the Subdivision, and assign to it all of the Declarant's rights and responsibilities under this declaration, after which time it shall have no further rights or authority under this declaration. If the Declarant ceases to be the Owner of any Lot in the Subdivision without having appointed the committee, then the Owners of the majority

of the Lots in the Subdivision shall have the right to appoint the committee. After the committee has been appointed, the Owners of the majority of the Lots in the Subdivision shall have the right to reconstitute the committee from time to time.

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, plus one outbuilding as provided for herein. 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 fewer than two (2) or more than three (3) standard size 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, or any other such building shall be placed on any Lot at any time for any purpose whatsoever, whether temporarily or permanently. No trailers, boats, 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. If dog runs are to be constructed, they are to be attached to the dwelling and must be approved by the Architectural Committee.

Notwithstanding any other provision hereof to the contrary, one outbuilding (in the nature of a storage building) per Lot shall be permitted on Lots 6 through 15, so long as all of such outbuilding is located in an area behind the dwelling unit which it is to serve and between two parallel lines extending into the back yard of the Lot from the rear two corners of the dwelling unit, such two lines generally being drawn so as to require the outbuilding to be located directly behind the

dwelling unit. To the extent that a dwelling unit is not configured or located on a Lot in a way so as to make such area readily apparent, then the Architectural Committee shall determine the location of such area and the outbuilding.

Section 5. Exterior Materials. The exterior walls of all buildings shall be of any material acceptable to the Architectural Committee. Any aluminum or vinyl siding shall have a 1x6 cedar outline on the corners and inside corners. No metal vent exhaust pipes or the like shall be permitted to extend through the dwelling's roof facing 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, 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 without the Subdivision.

Section 7. Completion of Construction. Construction of a dwelling, garage, and outbuilding on a Lot must be substantially completed within 12 months from the date on which such construction commenced.

Section 8. Landscaping. All Lots shall be completely landscaped from the front of the dwelling unit to the street and over all other sections of exposed earth which were not left in their natural state after construction. 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 is to be completed within 9 months from the date of completion of the dwelling.

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. No driveway shall be placed off Lakewood Boulevard unless approved in advance 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.

Section 10. Frontage Requirements. All dwelling units constructed on Lots shall be placed so that the fronts of the dwellings face Tiffany Shores Court, except that those dwellings on Lots 1, 4, 5, 6, and 23 may face Lakewood Boulevard, but only after prior approval of the Architectural Committee.

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 advance by the Architectural Committee.

Section 12. Fences. No fence may be constructed on any Lot without the prior approval of the Architectural Committee, and no fence may 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 requirements of the Architectural Committee, and the location of mailboxes shall be approved by the Architectural Committee.

Section 15. Subdivision; Other Easements.

- a. No Lot may be subdivided.
- b. No Lot owner shall be permitted to grant any right-of-way or easement (except for usual and normal utility covenants) across his or her Lot to any person or entity or to benefit any parcel of property except another Lot governed hereby.
- c. 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 may 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 may 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 are not 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 must be properly fenced and be approved 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 vantage point from the street, or as otherwise approved by the Architectural Committee.

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, driveway, and outbuilding.

After the approval of preliminary sketches that the Lot 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 a Lot 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 Lot 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 or any Owner of a Lot 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 or by 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 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. 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, 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 _____ (month) of each year, beginning with the year 1991. 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 no fewer than five. Each director shall be a member 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 three 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 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 Association, 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 the same for each member and shall be determined initially by the vote of the membership. Further increases or decreases in the amount of the annual dues shall be determined by the Board of Directors, provided, however, that no increase greater than \$50 per year may be determined without two-thirds of the members approving such increase. The annual dues shall be payable on January 1 of each year.

b. Special Assessments. Special assessments may be levied on members of the Association, only by a vote of two-thirds of the majority of all members of the Association, 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 for a period of thirty days from the date on which such dues or assessments become payable, such member for purposes of voting shall not be considered as a member in good standing. Such member shall not be reinstated as a member in good standing until he or she has paid the dues and assessments in full. Upon the failure of a member to pay the dues or assessments after thirty days written notice of such delinquency given by the Association

to the member, the amount of the dues or assessment 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 or assessments 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.

Section 7. Common Areas.

a. The Association shall be the owner of the Common Areas in the Subdivision.

b. The Association shall keep and maintain the Common Areas in a good, clean, and serviceable condition and in accordance with this Declaration and such other standards as are from time to time established by a majority of the Owners in the Subdivision. The Association shall also be responsible for supervising the construction, maintenance, repair, and reconstruction of any improvements that may from time to time be placed upon the Common Areas.

c. The Association may establish reasonable rules and regulations concerning the use and enjoyment of the Common Areas.

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

Witnesses:

WOODLAND DEVELOPMENT II

Mary L. Anderson
Mary L. Anderson

By: Gary L. Genzink
Gary L. Genzink, Partner

Jandee K. Branderhorst
Jandee K. Branderhorst

By: Tom B. Speer
Tom B. Speer, Partner

By: James L. Shook
James L. Shook, Partner

By: Jack W. Bouman
Jack W. Bouman, Partner

By: Richard K. Trask
Richard K. Trask, Partner

Witnesses:

OLD KENT BANK OF HOLLAND
36 East 8th Street
Holland, Michigan 49423

Carol M. Greenwood
Carol M. Greenwood

By:

Robert T. Carlson
Robert T. Carlson, Senior Vice President

Janice K. Branderhorst
Janice K. Branderhorst

By:

Alan K. Yamaoka
Alan K. Yamaoka, Assistant Vice President

STATE OF MICHIGAN:

: ss

COUNTY OF OTTAWA :

On this 17th day of September, 1990, before me personally appeared Gary L. Genzink, Tom B. Speet, James L. Snook, Jack W. Bouman, and Richard K. Trask, 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.

Janice K. Branderhorst
Janice K. Branderhorst, Notary Public
Ottawa County, Michigan
My commission expires: 7/24/94

STATE OF MICHIGAN:

: ss

COUNTY OF OTTAWA :

On this 17th day of September, 1990, before me personally appeared Robert T. Carlson, Senior Vice President, and Alan K. Yamaoka, Assistant Vice President, of Old Kent Bank of Holland, 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 Old Kent Bank of Holland.

Carol M. Greenwood
Carol M. Greenwood, Notary Public
Ottawa County, Michigan
My commission expires: 8/23/94

This document prepared by:
John R. Marquis
Warner, Norcross & Judd
29 West 8th Street, Suite 230
Holland, Michigan 49423
(616) 396-9800

JRM\TIFFSHOR.DEC

RECORDED

OCT 18 PM 4:31

DECLARATION OF RESTRICTIONS AND CONDITIONS

for

TIFFANY SHORES

in

Section 22, T5N, R16W,
Park Township, Ottawa County, Michigan

WOODLAND DEVELOPMENT II, a Co-partnership, at 321 Settlers Road; Holland, MI 49423, consisting of Jack W. Bouman, Gary L. Genzink, James L. Snook, Tom B. Speet and Richard K. Trask; and OLD KENT BANK OF HOLLAND, a Michigan Corporation, at 36 East Eighth Street; Holland, MI 49432, being all of the owners of land located in Park Township, Ottawa County, Michigan, described as follows, to wit:

Lots 1 through 23, inclusive, Tiffany Shores, Section 22, T5N, R16W, Park Township, Ottawa County, Michigan, according to the recorded plat thereof;

do hereby for themselves, their assigns, successors and heirs, record among the land records and make part of the terms and conditions of any deed or deed executed or recorded hereafter. These restrictions are imposed by the Ottawa County Human Services Department and are not subject to revision or deletion and shall run perpetually with the land.

1. All lots in this plat shall be reserved for single family residential homes.

2. All dwellings shall be served by a sewage disposal system. During the initial development of this subdivision, private septic tanks and drainfields constructed in compliance with the regulations of the Ottawa County Human Services Department shall be installed. Permits for the installation of all sewage disposal systems shall be obtained from the Ottawa County Human Services Department prior to any construction and/or installation taking place on any lot in this plat.

3. All sewage disposal systems shall be installed according to the specifications issued on the sewage permit by the investigating sanitarian. All applications for that permit may be required to include an engineered, scaled top and side view site plan of each lot specifying the location of the homes, driveway, utility easements into the lot plus initial and reserve drainage areas. Initial and final grading elevations shall also be included. Should the location projected for these sewage systems areas be unacceptable, alternate site will be necessary which may necessitate relocating the homesite. If acceptable alternate sites are not available, denial of the lot for construction will result until the municipal sewer is available. In addition:

a. 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 disposal system drainfield. This would necessitate that additional filling and grading will be necessary on certain lots to meet this requirement.

b. Due to the requirement in Item A, above, the bottom of the stone in the sewage disposal system drainfields shall be installed no deeper than Elevation 608. Filling or grading of septic system sites less than 24 inches above the high water table (Elevation 606) is not acceptable.

c. The sewage disposal systems on all lots shall be located on a flat level area with a minimum isolation of 10 feet from the edge of any bank or drop off.

d. All grading or cutting and filling shall be done prior to the final approval of this plat and prior to the issuance of any sewage disposal permit.

e. The homes in this subdivision shall:

1) Have the sewage disposal systems located in the front yard (according to attached lot plan Exhibit "A"), unless specifically approved for location elsewhere on the lot, and,

ENVIRONMENTAL HEALTH

Suite 200

12251 James Street

Holland, MI 49424

393-5600

2) Have a 50 foot minimum setback from the road unless circumstances necessitate a further increase (the garage shall also be included in this 50 foot setback distance).

4. All storm drains within this plat shall be closed joint construction.

5. A minimum isolation distance of twenty-five feet shall be maintained from all footing drains to all sewage disposal systems. Fifteen feet of isolation may be considered on the higher lots and if the footing drains are located well above the water table.

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

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

8. Should laundry facilities be installed in the basement of these homes 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 within the footing drain system.

9. All dwellings in this subdivision shall be served with and connected to municipal water prior to occupancy.

10. At some time subsequent to the initial development of this plat, 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 all original lots. If such a special assessment district is imposed upon all or any part of this subdivision in accordance with Michigan law, then each owner of lots covered by said special assessment district shall pay all of those special assessments as may be levied against his lot 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 the completion of such system.

IN WITNESS WHEREOF, the Declarants have executed this declaration on the 1st day of August, 1990.

Witnesses:

Mary L. Grasman
Mary L. Grasman
Neil A. Sharpe
Neil A. Sharpe

WOODLAND DEVELOPMENT II

Jack W. Bobman
Jack W. Bobman, Co-partner
Gary L. Gentink
Gary L. Gentink, Co-partner
James L. Snook
James L. Snook, Co-partner
Tom B. Sneed
Tom B. Sneed, Co-partner
Richard K. Trask
Richard K. Trask, Co-partner

Witnesses:

Mary L. Grasman
Mary L. Grasman
Neil A. Sharpe
Neil A. Sharpe

OLD KENT BANK OF HOLLAND

36 East Eighth Street
Holland, MI 49423

Robert T. Carlson
Robert T. Carlson
Senior Vice President
Alan K. Yamaska
Alan K. Yamaska
Assistant Vice President

ENVIRONMENTAL
Suite
12251
Holland
393-5000
4/18/90
James D. Rogers

ACKNOWLEDGMENT

STATE OF MICHIGAN)

Kent County)ss

On this 1st day of August, 1990, before me personally appeared Jack W. Bouman, Gary L. Genzink, James L. Snook, Tom B. Speet and Richard K. Trask, Co-partners of the above named Co-partnership, to me known to be the persons who executed the foregoing instrument and to me known to be such Co-partners of said Co-partnership and acknowledged that they executed the foregoing instrument as such Co-partners as the free act and deed of said Co-partnership.

Mary L. Grasman
Mary L. Grasman
Notary Public, Kent County, Michigan
My Commission Expires: 11/3/92

ACKNOWLEDGMENT

STATE OF MICHIGAN)

Kent County)ss

Personally came before me this 1st day of August, 1990, Robert T. Carlson, Senior Vice President, and Alan K. Yamaoka, Assistant Vice President, of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Senior Vice President and Assistant Vice President of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the free act and deed of said corporation, by its authority.

Mary L. Grasman
Mary L. Grasman
Notary Public, Kent County, Michigan
My Commission Expires: 11/3/92

Drafted by:
Jack W. Bouman
321 Settlers Road
Holland, MI 49423

RE: TIFFANY SHORES
 Section 22, T5N, R16W, Park
 Township, Ottawa County, Michigan.



exxel engineering inc.

3959 CLAY AVE. S.W. • GRAND RAPIDS, MI. 49508

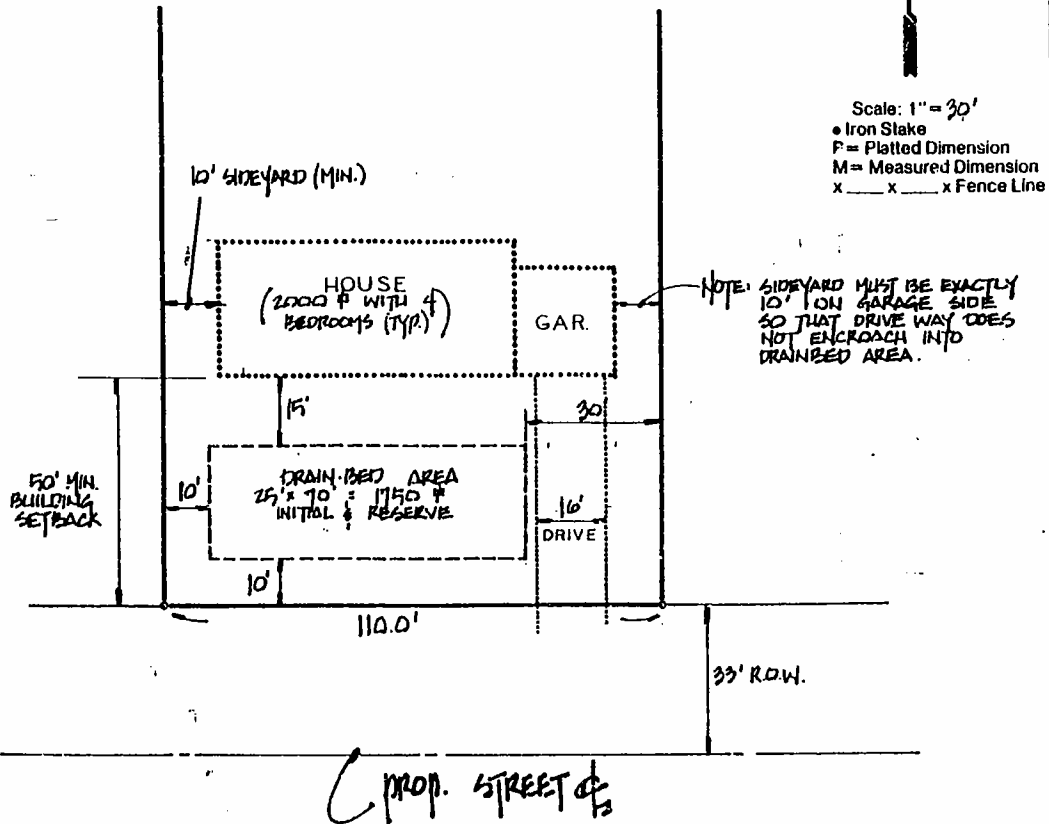
(Near Consumers Power Company)

PHONE (616) 531-3660

File No.: 89007E Date: August 7, 1990

EXHIBIT A

DRAINBED / HOUSE LOCATION DETAIL



This survey was made from the legal description shown above. The description should be compared with the Abstract of Title or Title Policy for accuracy, easements and exceptions.

ENVIRONMENTAL HEALTH
 Suite #200
 12251 James Street
 Holland, MI 49424
 616-583-5800

91 AUG -9 PM12:28

AMENDMENT

TO

COVENANTS, CONDITIONS, AND RESTRICTIONS

OF

TIFFANY SHORES (PHASE #1) PLAT

In accordance with the provisions of Section 3 of Article IV of the Tiffany Shores (Phase #1) Plat Covenants, Conditions, and Restrictions (hereinafter referred to as the "Restrictions") dated the 17th day of September, 1990, and recorded on the 5th day of November, 1990, in Liber 1443, Page 719, Ottawa County, Michigan, records, Woodland Development II, a Michigan general partnership, of 466 East 16th Street, Holland, Michigan (the "Declarant"), still being the owner of a lot in the Tiffany Shores (Phase #1) Subdivision, Lots 1 through 23, Section 22, T5N, R16W, hereby amends the Restrictions in the following respects:

Section 3 of Article II shall be amended to read as follows:

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 5 of Article II shall be amended to read as follows:

Section 5. Exterior Materials. The exterior walls of all buildings shall be of any material acceptable to the Architectural Committee. No metal vent exhaust pipes or the like shall be permitted to extend through the dwelling's roof facing

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.

IN WITNESS WHEREOF, the Declarant has executed this document on the 21 day of June, 1991.

WITNESSES:

WOODLAND DEVELOPMENT II

Judith E. Meiste
Judith E. Meiste
Mary L. Anderson
Mary L. Anderson

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


OLD KENT BANK OF HOLLAND

Brett E. Woudenberg
Brett E. Woudenberg
Timothy Haberling
Timothy Haberling

By: Thomas M. Bowen
Thomas M. Bowen
Its: Assistant Vice President
By: Donald B. Pellegrini
Donald B. Pellegrini
Its: Vice President

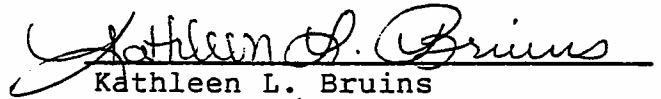
STATE OF MICHIGAN :
 : SS
 COUNTY OF OTTAWA :

Subscribed and sworn to before me this 21 day of
June, 1991, by Gary L. Genzink, Tom B. Speet, James L.
 Snook, Jack W. Bouman, and Richard K. Trask, all of the Partners
 of Woodland Development II.


 Mary L. Anderson
 Notary Public
Ottawa County, Michigan
 My commission expires: 12-27-92

STATE OF MICHIGAN :
 : SS
 COUNTY OF OTTAWA :

Subscribed and sworn to before me this 25th day of
June, 1991, by Thomas M. Bowen, Asst. Vice President
 and Donald B. Pellegrini, Vice President, of Old Kent Bank
 of Holland.


 Kathleen L. Bruins
 Notary Public
Ottawa County, Michigan
 My commission expires: 11-1-94

Prepared by:
 John R. Marquis
 WARNER, NORCROSS & JUDD
 ✓ 170 College Avenue, Suite 300
 Holland, Michigan 49423

jrm\tiffshor.amd