

AMENDMENTS
TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
TIFFANY SHORES (PHASE #2)

RECORDED

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RECEIVED
OFFICE OF DEEDS
OTTAWA COUNTY

THESE AMENDMENTS TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS are dated as of the 1st day of November, 1995, and are made and executed by the persons signing this instrument below.

- A. The Declaration of Covenants, Conditions, and Restrictions for the Plat of Tiffany Shores No. 2 was recorded in Liber 1525 at Page 851 on November 12, 1991 (the "Declaration").
- B. Section 3 of Article IV of the Declaration authorizes the owners of a majority of the Lots contained within the Plat to amend the Declarations.

The undersigned, being owners of a majority of the Lots in said Plat, hereby amend 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.

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, 5, 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. If dog runs are to be constructed, they shall 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 24 through 35, 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.

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 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.

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. Section 1 of Article IV is amended to state as follows:

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.

5. Paragraphs 3.b, 4.a, 4.e, 5.a, 5.b, 5.c, and 5.d of Article V are amended to state as follows:

Section 3. 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.

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.

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.

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 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.

6. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In addition, this Amendment may contain more than one counterpart signature page and this Amendment may be executed by signing and affixing counterpart signature pages this instrument, and all such counterpart signature pages shall be read as though one and they shall have the same force and effect as though all signers had signed a single signature page.

IN WITNESS WHEREOF, the undersigned have executed these Amendments to Declaration of Covenants, Conditions, and Restrictions of Tiffany Shores (Phase #2), as of the date first set forth above.

Witnesses:

Susan A. Wolfe
Signature

Susan A. Wolfe
Print Name

Jose R. Wolfe
Signature

Jose R. Wolfe
Print Name

Anna M. Seiwert
Signature

Anna M. Seiwert
Print Name

Andrew J. Seiwert
Signature

ANDREW J. SEIWERT
Print Name

24
Lot Number

STATE OF MICHIGAN :
: SS
COUNTY OF OTTAWA :

The foregoing instrument was acknowledged before me this 22nd day of March, 1996, by Anna M. Seiwert and Andrew J. Seiwert.

Shelley Mast
_____, Notary Public

Ottawa County, Michigan SHELLEY MAST
My commission expires _____
NOTARY PUBLIC STATE OF MICHIGAN
ALLEGAN COUNTY
MY COMMISSION EXP. SEPT 11, 1997

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

IN WITNESS WHEREOF, the undersigned have executed these Amendments to Declaration of Covenants, Conditions, and Restrictions of Tiffany Shores (Phase #2), as of the date first set forth above.

Witnesses:

Mark K. Harder
Signature

MARK K. HARDER
Print Name

Susan A Wolfe
Signature

Susan A Wolfe
Print Name

Douglas Lee Huizenga
Signature

DOUGLAS LEE HUIZENGA
Print Name

Margaret Huizenga
Signature

Margaret Huizenga
Print Name

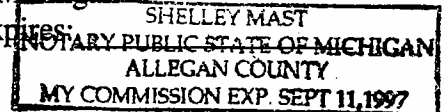
25
Lot Number

STATE OF MICHIGAN :
: SS
COUNTY OF OTTAWA :

The foregoing instrument was acknowledged before me this 7th day of March, 1996, by Douglas Lee Huizenga and Margaret Huizenga.

Shelley Mast
, Notary Public
Ottawa County, Michigan

My commission expires:



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
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Holland, Michigan 49423
(616) 396-9800

IN WITNESS WHEREOF, the undersigned have executed these Amendments to Declaration of Covenants, Conditions, and Restrictions of Tiffany Shores (Phase #2), as of the date first set forth above.

Witnesses:

Mark K. Harder
Signature

MARK K. HARDER
Print Name

Marcus Lohela
Signature

Marcus Lohela
Print Name

Cheryl L. Jones
Signature

Cheryl L. Jones
Print Name

Kevin S. Jones
Signature

KEVIN S. JONES
Print Name

Lot #26
Lot Number

STATE OF MICHIGAN :
: SS
COUNTY OF OTTAWA :

The foregoing instrument was acknowledged before me this 4th day of March, 1996, by Cheryl Jones and Kevin Jones.

Diane L. Main

, Notary Public
Ottawa County, Michigan **DIANE L. MAIN**
My commission expires: **Notary Public, Ottawa County, MI**
My Commission Expires 8-7-98

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Mark K. Harder
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After recording return to:
Mark K. Harder
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Holland, Michigan 49423
(616) 396-9800

IN WITNESS WHEREOF, the undersigned have executed these Amendments to Declaration of Covenants, Conditions, and Restrictions of Tiffany Shores (Phase #2), as of the date first set forth above.

Witnesses:

Mark K. Harder
Signature

MARK K. HARDEA
Print Name

Kathy Skriver
Signature

Kathy Skriver
Print Name

Steven J. Koster
Signature

Steven J. Koster
Print Name

Mary L. Koster
Signature

Mary L. Koster
Print Name

#30
Lot Number

STATE OF MICHIGAN :
: ss
COUNTY OF OTTAWA :

The foregoing instrument was acknowledged before me this 4th day of March, 1996, by Steven Koster and Mary Koster.

Diane L. Main
Notary Public
DIANE L. MAIN
Ottawa County, Michigan
My commission expires: 8-7-98

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After recording return to:
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Holland, Michigan 49423
(616) 396-9800

IN WITNESS WHEREOF, the undersigned have executed these Amendments to Declaration of Covenants, Conditions, and Restrictions of Tiffany Shores (Phase #2), as of the date first set forth above.

Witnesses:

Susan A Wolfe
Signature

Susan A. Wolfe
Print Name

Deed A Wolfe
Signature

Deed R. Wolfe
Print Name

Scott Steggerda
Signature

Scott Steggerda
Print Name

Julie N Steggerda
Signature

Julie Steggerda
Print Name

31
Lot Number

STATE OF MICHIGAN :
: ss
COUNTY OF OTTAWA :

The foregoing instrument was acknowledged before me this 22nd day of March, 1996, by Scott Steggerda and Julie Steggerda.

Shelley Mast
_____, Notary Public

Ottawa County, Michigan
My commission expires: **NOTARY PUBLIC STATE OF MICHIGAN ALLEGAN COUNTY MY COMMISSION EXP. SEPT 11, 1997**

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IN WITNESS WHEREOF, the undersigned have executed these Amendments to Declaration of Covenants, Conditions, and Restrictions of Tiffany Shores (Phase #2), as of the date first set forth above.

Witnesses:

Susan A Wolfe
Signature

Susan A. Wolfe
Print Name

Joel R Wolfe
Signature

JOEL R. WOLFE
Print Name

X Linda R. Hirdes
Signature

Linda R. Hirdes
Print Name

X Kevin L. Hirdes
Signature

Kevin L. Hirdes
Print Name

33
Lot Number

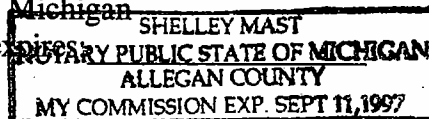
STATE OF MICHIGAN :
: SS
COUNTY OF OTTAWA :

The foregoing instrument was acknowledged before me this 21st day of March, 1996, by Linda R. Hirdes and Kevin L. Hirdes.

Shelley Mast
, Notary Public

Ottawa County, Michigan

My commission expires



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After recording return to:
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Holland, Michigan 49423
(616) 396-9800

IN WITNESS WHEREOF, the undersigned have executed these Amendments to Declaration of Covenants, Conditions, and Restrictions of Tiffany Shores (Phase #2), as of the date first set forth above.

Witnesses:

Mark K Harder
Signature

MARK K. HARDER
Print Name

Marcus Lohela
Signature

Marcus Lohela
Print Name

Roger Tanis
Signature

ROGER TANIS
Print Name

Sandra Tanis
Signature

SANDRA TANIS
Print Name

34
Lot Number

STATE OF MICHIGAN :
: SS
COUNTY OF OTTAWA :

The foregoing instrument was acknowledged before me this 4th day of March, 1996, by Roger Tanis and Sandra Tanis.

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

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After recording return to:
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Warner Norcross & Judd LLP
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Holland, Michigan 49423
(616) 396-9800

IN WITNESS WHEREOF, the undersigned have executed these Amendments to Declaration of Covenants, Conditions, and Restrictions of Tiffany Shores (Phase #2), as of the date first set forth above.

Witnesses:

M. Lynn Soderstrom
Signature
M. Lynn Soderstrom
Print Name
Barbara Haverdink
Signature
Barbara Haverdink
Print Name

R. M. Vorpagel
Signature
Robert M. Vorpagel
Print Name
Patricia R. Vorpagel
Signature
Patricia R. Vorpagel
Print Name
36
Lot Number

STATE OF MICHIGAN :
: SS
COUNTY OF OTTAWA :

The foregoing instrument was acknowledged before me this 21 day of March, 1996, by Robert M. Vorpagel and Patricia R. Vorpagel.

M. LYNN SODERSTROM
Notary Public, Allegan County, MI
My commission expires Dec. 23, 1997

M. Lynn Soderstrom
Allegan County, Michigan, Notary Public
My commission expires: 12-28-99

This document prepared by:
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After recording return to:
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Holland, Michigan 49423
(616) 396-9800

IN WITNESS WHEREOF, the undersigned have executed these Amendments to Declaration of Covenants, Conditions, and Restrictions of Tiffany Shores (Phase #2), as of the date first set forth above.

Witnesses:

Mark K. Harder
Signature
MARK K. HARDER
Print Name
Susan A. Wolfe
Signature
Susan A. Wolfe
Print Name

Sheryl L. Kemp
Signature
Sheryl L. Kemp
Print Name
Mark W. Kemp
Signature
MARK W KEMP
Print Name
39
Lot Number

STATE OF MICHIGAN :
: ss
COUNTY OF OTTAWA :

The foregoing instrument was acknowledged before me this 7th day of March, 1996, by Sheryl L. Kemp and Mark W. Kemp.

Shelley Mast
_____, Notary Public
Ottawa County, Michigan
My commission expires _____
SHELLEY MAST
NOTARY PUBLIC STATE OF MICHIGAN
ALLEGAN COUNTY
MY COMMISSION EXP. SEPT 11, 1997

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After recording return to:
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(616) 396-9800

IN WITNESS WHEREOF, the undersigned have executed these Amendments to Declaration of Covenants, Conditions, and Restrictions of Tiffany Shores (Phase #2), as of the date first set forth above.

Witnesses:

Janine Kay McNeal
Signature

Janine Kay McNeal
Print Name

Benneth W. Doss
Signature

Benneth W. Doss
Print Name

Doris N. McKinnon
Signature

Doris N. McKinnon
Print Name

Malcolm R. McKinnon
Signature

MALCOLM R. MCKINNON
Print Name

40

Lot Number

STATE OF MICHIGAN :
: SS
COUNTY OF OTTAWA :

The foregoing instrument was acknowledged before me this 10th day of November, 1995, by Doris N. McKinnon and Malcolm R. McKinnon.

LOIS AURINE VANLARE
Notary Public, Ottawa County, MI
My Commission Expires Nov. 13, 1998

Lois Aurine VanLare
Lois Aurine VanLare, Notary Public
Ottawa County, Michigan
My commission expires: 11-13-1998

This document prepared by:
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After recording return to:
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IN WITNESS WHEREOF, the undersigned have executed these Amendments to Declaration of Covenants, Conditions, and Restrictions of Tiffany Shores (Phase #2), as of the date first set forth above.

Witnesses:

Lee Oppenhuizen
Signature

LEE OPPENHUIZEN
Print Name

Thomas D. Bougie
Signature

THOMAS D. BOUGIE
Print Name

John Gietzen
Signature

JOHN GIETZEN
Print Name

Diane Gietzen
Signature

DIANE GIETZEN
Print Name

41
Lot Number
(396 Tiffany Shores)

STATE OF MICHIGAN :
 Kent : ss
COUNTY OF ~~OTTAWA~~ :

The foregoing instrument was acknowledged before me this 22nd day of November, 1995, by Jennifer Klaassen and _____.

JENNIFER KLAASSEN
NOTARY PUBLIC-KENT COUNTY, MICH.
MY COMMISSION EXPIRES 10-01-98

Jennifer Klaassen
Kent, Notary Public
~~Ottawa~~ County, Michigan
My commission expires: 10-1-98

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After recording return to:
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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
TIFFANY SHORES (PHASE #2)**

This declaration is made this 1st day of November, 1991, 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 24 through 44, inclusive,
TIFFANY SHORES No. 2, 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.

RECORDED

ARTICLE I

91 NOV 12 PM 4:30

DEFINITIONS

Section 1. "Declarant" shall mean and refer to Woodland Development II, a Michigan general partnership, and its successors and assigns. *Register of Deeds*
OTAWA COUNTY, MI

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 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, 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 24 through 35, 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. 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. 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 July 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.

ARTICLE VI

RESTRICTIONS IMPOSED PURSUANT TO REQUIREMENTS OF OTTAWA COUNTY HEALTH DEPARTMENT

Section 1. 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, Environmental Health Division, prior to any construction and/or installation taking place on any Lot.

Section 2. 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 (shall be required on Lots 28-32 and Lots 43 and 44) to include an engineered, scaled top and side view site plan of each Lot specifying the location of the home, driveway, utility easements into the Lot, plus initial and reserve drainfield areas. Initial and final grading elevations shall also be included. Should the location projected for these sewage system areas be unacceptable, alternate sites 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 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 system drainfields. 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 majority of sewage disposal system drainfields shall be installed no deeper than elevation 608. Filling or grading of septic systems 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 within a minimum isolation of 10 feet from the edge of any bank or drop off.

ENVIRONMENTAL HEALTH
Suite 200
12251 Holmes Street
Holland, MI 49424
393-5600

James J. Reynolds, R.S.

d. No sewage disposal system or reserve area shall be placed within the wetlands adjacent to Lots 29-32.

e. 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.

f. All utilities to serve each home in this plat shall be directed to a utility easement dedicated along the side lot line of each Lot.

g. The homes in this subdivision shall:

(1) As to Lots 24, 25, 29-35 and 37-39, have the sewage disposal systems located in the front yard (according to the attached lot plan submitted as part of this plat) unless specifically approved for location elsewhere on the Lot. The sewage disposal systems on the remaining Lots may be placed as desired providing that all of the requirements of the Ottawa County Environmental Health Code can be met.

(2) As to all Lots, have a 50 foot minimum setback (except as to Lots 43 and 44, which may have the minimum setback allowed under the Park Township ordinances of 40 feet) from the road unless circumstances necessitate a further increase (the garage shall also be included in this setback distance).

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

Section 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.

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

Section 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.

Section 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 with the footing drain.

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

Section 10. All topsoil and vegetation shall be removed prior to depositing any fill on any Lot in this plat.

Section 11. 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 or her 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 or her own expense, the sewage discharge facilities to such community system within (90) days following completion of such system.

ARTICLE VII

RESTRICTIONS IMPOSED PURSUANT TO THE REQUIREMENTS
OF THE OTTAWA COUNTY DRAIN COMMISSIONER

Section 1. Basements. Basement floors and openings into basement floors in Phase #2 shall be a minimum of 1.0 feet above the seasonal high ground water elevation, which means that no basement floor or opening shall be below elevation 607.00 N.G.V. Datum.

For Lots 29 through 35, along County Drain No. 23, no basement floor or opening into basements shall be below 607.50 N.G.V. Datum.


Section 2. Wetland Regulation. Wetlands regulated by the Michigan Department of Natural Resources have been identified and are shown on the recorded plat. Any of the following activities require a permit under the Goemaere-Anderson Wetland Protection Act (1979 PA 203):


- a. Deposit or permit the placing of fill material in a wetland.
- b. Dredge, remove or permit the removal of soil from a wetland.
- c. Construct, operate, or maintain any use or development in a wetland.
- d. Drain surface water from a wetland.


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


Witnesses:

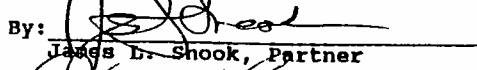
WOODLAND DEVELOPMENT II



Beverly I. Ross



Mary L. Anderson

By: 
Gary L. Genzink, Partner

By: 
Tom B. Speer, Partner

By: 
James L. Shook, Partner

By: 
Jack W. Bouman, Partner

By: 
Richard K. Trask, Partner

Witnesses:

First Michigan Bank
115 Clover Avenue
Holland, Michigan 49423

Michele L. Nedow
MICHELE L. NEDOW
Shirley A. Reid
SHIRLEY A. REID

By: David Barkman
DAVID BARKMAN
By: Ruth Rabbers
RUTH RABBERS

STATE OF MICHIGAN:
: ss
COUNTY OF OTTAWA :

On this 1st day of November, 1991, 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.

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

STATE OF MICHIGAN:
: ss
COUNTY OF OTTAWA :

On this 1st day of NOVEMBER, 1991, before me personally appeared DAVID BARKMAN, RUTH RABBERS and _____, of First Michigan 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.

Michele L. Nedow
Michele L. Nedow, Notary Public
Ottawa County, Michigan
My commission expires: _____

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

JRM\TIFFSH02.DEC