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OTTAWA COUNTY, MI

JUSTIN F. ROEBUCK
COUNTY CLERK/REGISTER OF DEEDS
03/02/2022 AT 11:40 AM

30.00

**FIRST AMENDED, CONSOLIDATED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR TIFFANY SHORES**

This First Amended, Consolidated and Restated Declaration of Covenants, Conditions and Restrictions for Tiffany Shores is made on this 28th day of January, 2022, by The Tiffany Shores Home Owners Association, presently care of BVW Property Management of 1128 Ottawa Beach Road, Holland, MI 49424 (the "Association"), with respect to the following facts and circumstances:

RECITALS

- A. The Developer is no longer an Owner of any Lot within Tiffany Shores.
- B. The Association desires to amend the Declaration of Covenants, Conditions and Restrictions for Tiffany Shores which was previously recorded in the Ottawa County Records on January 3, 2020 as Document No. 2020-0000297.
- C. Article IV, Section 4 of the Declaration of Covenants, Conditions and Restrictions for Tiffany Shores permits the Owners to amend the Declaration of Covenants, Conditions and Restrictions by approval of a majority of the Owners of the Lots in the subdivision.
- D. Three separate changes to the consolidated Declaration of Covenants, Conditions and Restrictions for Tiffany Shores was proposed to the Association of Owners at the 2021 Annual Meeting of owners and were approved as follows:
 - a. Change to Article II, Section 24: 88 in favor; 6 against
 - b. Change to Article II, Section 20: 83 in favor; 8 against
 - c. Change to Article VI, Section 3: 86 in favor; 6 against

NOW, THEREFORE, The President of the Tiffany Shores Home Owners Association, therefore, declares that this First Amended, Consolidated and Restated Declaration of Covenants, Conditions and Restrictions for Tiffany Shores, is effective from and after January 28, 2022 as shown on the attached Exhibit A following a vote in approval by the Owners of a majority of the Lots in the Subdivision, being not less than 76 Lots, a summary of the ballots of approval being attached as

Exhibit B therefore executes this statement on behalf of the Lot Owners of the Tiffany Shores Home Owners Association.

The Tiffany Shores Home Owners Association

By: [Signature]
Steven J Gager, President

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

This document was acknowledged before me on this 17th day of January, 2022, by Steven J. Gager, as President of The Tiffany Shores Homes Owners Association, a Michigan nonprofit corporation, on behalf of the corporation.

[Signature]
Notary Public, Ottawa County
Michigan My commission expires: 10-17-2026
Ottawa Acting
Ottawa County



Prepared by and Return to:
Jenny L. DeGraves, Esq.
217 E. 24th Street, Ste. 201
Holland, MI 49423
(616) 394-4276

EXHIBIT A

DECLARATION OF AMENDED, RESTATED, AND CONSOLIDATED COVENANTS, CONDITIONS AND RESTRICTIONS FOR TIFFANY SHORES (Phases 1 through 7)

The TIFFANY SHORES HOME OWNERS ASSOCIATION, a Michigan nonprofit corporation (the "Association"), pursuant to approval given by the requisite number of Lot Owners, hereby amends and restates in their entirety, and consolidates into this Declaration of Amended, Restated, and Consolidated Covenants, Conditions and Restrictions ("Declaration"), all prior Covenants, Conditions and Restrictions recorded in the office of the Ottawa County, Michigan, Register of Deeds with respect to the real property known as Tiffany Shores (the "Subdivision"), located in Park Township, Ottawa County, Michigan, the legal description of which is:

Phase #1

Lots 1 through 23, inclusive, TIFFANY SHORES NO. 1, Section 22, T5N,
R16W, according to the recorded plat thereof;

Phase #2

Lots 24 through 44, inclusive, TIFFANY SHORES NO. 2, Section 22, T5N,
R16W, according to the recorded plat thereof;

Phase #3

Lots 45 through 66, inclusive, TIFFANY SHORES NO. 3, Section 22, T5N,
R16W, according to the recorded plat thereof;

Phase #4

Lots 67 through 78, inclusive, TIFFANY SHORES NO. 4, Section 22, T5N,
R16W, according to the recorded plat thereof;

Phase #5

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

Phase #6

Lots 108 through 137, inclusive, TIFFANY SHORES NO. 6, Section 22, T5N,
R16W, according to the recorded plat thereof; and

Phase #7

Lots 138 through 150, inclusive, TIFFANY SHORES NO. 7, Section 22, T5N,
R16W, according to the recorded plat thereof.

ARTICLE I DEFINITIONS

"Lot" shall mean each Lot referred to in the above legal description of the Subdivision.

"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, but excluding those having such interests merely as security for the performance of an obligation.

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

"Lake Lot" shall mean and refer to any Lot that borders or abuts a Lake.

"Architectural Committee" shall mean a committee of no fewer than three persons, each of whom is a Lot Owner, which committee shall be appointed by the Board of Directors of the Association.

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, in Phases One and Two only, 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, shack, barn, shed, or any other such building shall be placed on any Lot at any time for any purpose

whatsoever, whether temporarily or permanently; provided, however, that tents may be erected for a period of no longer than seventy-two hours consecutively and no more than a cumulative total of seven days during a calendar year. If dog runs are to be constructed, they shall be attached to the dwelling and must be approved by the Architectural Committee. No temporary or permanent dock or swimming platform shall be placed on the Lake or extended from the shore into the Lake from any Lake Lot.

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 and 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, except as permitted in Section 23(c) ("Storage of Watercraft"). 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. However, notwithstanding anything to the contrary in this paragraph, vehicles bearing signage for a homeowner's commercial enterprise and that are used on a daily basis for that enterprise may be permitted upon approval by the Architectural Committee, provided the signage is tastefully done and the vehicles are clean and in good condition. Such approval must be renewed annually, and may be rescinded at any time.

Section 5. Exterior Materials. The exterior walls of all buildings shall be only 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. Only those exceptions to these requirements that are approved in writing by the Architectural Committee prior to commencement of construction will be allowed. Any changes to the exterior appearance of an existing building must be approved in advance in writing by the Architectural Committee.

Section 6. Soil Removal. All soil removed from any Lot shall upon such removal be dumped or placed by the Owner of the Lot (or his or her agent), at the Owner's expense, at such place or places as the Association shall reasonably designate, whether within or outside of the Subdivision.

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

Section 8. Landscaping. Phase 1 and Phase 2: 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.

Phases 3 through 7: All Lots shall be completely landscaped over all sections of exposed earth.

All Phases: 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. Finished landscaping shall be completed within 9 months from the date of completion of the dwelling. No landscaping of any kind, except for beach grass or other plant material that does not require fertilization, shall be permitted within fifteen feet of the shoreline of the Lake.

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. Lots 141 through 143, inclusive, shall not have primary or secondary driveway access to Lakewood Boulevard. If constructed of asphalt, the depth of the asphalt shall be at least three inches thick. If constructed of concrete, the depth of the cement shall be at least four inches thick. Circular drives in front of dwellings may be a minimum of eight feet wide. Driveways for three or more stall garages shall gradually taper to the street, where they shall join the street at no width greater than 20 feet.

With respect to Lots 87, 88, 94, 97, 104, 114, 137, and 147, the Architectural Committee retains rights of approval or disapproval of the location and orientation of the driveway.

Section 10. Frontage Requirements.

Phase 1. All dwelling units constructed on Lots 2 through 10 shall be placed so that the fronts of the dwellings face Tiffany Shores Court, and all dwelling units constructed on Lots 1 and 23 shall be placed so that the fronts of the dwellings face Tiffany Shores Drive, except that those dwellings on Lots 1, 4, 5, 6, and 23 may face Lakewood Boulevard, but only after prior written approval of the Architectural Committee.

Phase 2. With respect to the dwelling units constructed on Lots 43 and 44, the Architectural Committee retains rights of approval or disapproval of the orientation of the dwelling unit to the streets on which such Lots corner.

Phase 3. All dwelling units constructed on Lots 45 through 66 shall be placed so that the fronts of the dwellings face Blue Isle Drive except that those dwellings on Lots 61 and 62 may face Goldeneye Drive, and those dwellings on Lots 65 and 66 may face Blue Isle Court, but only after written approval of the Architectural Committee.

Phase 4. All dwelling units constructed on Lots 67 through 78 shall be placed so that the fronts of the dwellings face Blue Isle Court.

Phase 5. With respect to the dwelling units constructed on Lots 87, 88, 97, and 104, the Architectural Committee retains rights of approval or disapproval of the orientation of the dwelling unit to the streets on which such Lots corner.

Phase 6. With respect to the dwelling units constructed on Lots 114 and 137, the Architectural Committee retains rights of approval or disapproval of the orientation of the dwelling unit to the streets on which such Lots corner.

Phase 7. With respect to the dwelling unit constructed on Lot 147, the Architectural Committee retains rights of approval or disapproval of the orientation of the dwelling unit to the street on which such Lot is located.

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 exists:

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

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

Section 15. Development; 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 Association has reserved 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 Association and the Association'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.

d. Without the consent of the Association's Board of Directors, no Owner shall have the right to expand or enlarge the Lake or to grant a drainage easement over any Lot for the benefit of any land not located within the Subdivision.

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

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

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 19. Visual Obstructions. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 5 feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and the line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines as extended. The same sight-line limitation shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at such sufficient height to prevent obstruction of such sight lines.

Section 20. Swimming Pools. All swimming pools shall be properly fenced in accordance with local and state governmental requirements and be approved by the Architectural Committee. No above ground pools larger than 500 gallons will be permitted.

Section 21. Lines; Satellite Dishes; Other Antennae. 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.

An owner may install within the owner's Lot a television satellite dish that is less than one meter (39.37 inches) in diameter, an antenna to receive local television broadcast signals, or a wireless cable antenna, so long as the satellite dish or antenna does not encroach in, on, or over any Common Area. Each Lot Owner shall make reasonable efforts to mitigate the appearance of any antenna on such Lot Owner's Lot by, if possible, locating the antenna so it is not visible from the road Rights of Way and, wherever possible and practical, utilizing shrubbery or other landscaping to disguise the antenna and blend it into the landscape. No owner may install or allow or cause to be installed within the owner's Lot any antenna used for AM/FM radio, amateur ("ham") radio, Citizen's Band ("CB") radio, Digital Audio Radio Services ("DARS"),

or any other type of antenna or satellite dish not specified in the first sentence of this Subsection, without the approval of the Architectural Committee.

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

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

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

- (1) Use of paddleboats, row boats, canoes, kayaks, sailboats, or other non-motorized watercraft seating not more than two persons;
- (2) Use of remote controlled battery powered model boats (all other powered model boats shall be prohibited); and
- (3) Fishing.

b. Non-permitted Activities. The following activities shall be prohibited on the Lake:

- (1) The feeding of waterfowl of any kind;
- (2) The use of any boats or watercraft not expressly permitted in Section 23.a.

c. Storage of Watercraft. Outdoor storage of the watercraft permitted under Section 23.a shall be permitted.

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

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

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

g. Indemnification.

Phases 1, 2, 3, 4, 5. The Association and the Owners of Lots that are not Lake Lots shall not be liable for any personal injury or damage to the Owners of the Lake Lots or their family members, employees, licensees, invitees, guests or other persons, and the Owners of the Lake Lots shall not make any claim or demand upon or institute any action against the Association or the Owners of Lots that are not Lake Lots as a result of any such injury or damage. The Owners of the Lake Lots

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

Phases 6, 7. The Association, the Owners of Lots that are not Lake Lots, Park Township, and the Ottawa County Drain Commission shall not be liable for any personal injury or damage to the Owners of the Lake Lots or their family members, employees, licensees, invitees, guests or other persons, and the Owners of the Lake Lots shall not make any claim or demand upon or institute any action against the Association, the Owners of Lots that are not Lake Lots, Park Township, or the Ottawa County Drain Commission as a result of any such injury or damage. The Owners of the Lake Lots shall indemnify, defend, and hold harmless the Association, the Owners of Lots that are not Lake Lots, Park Township, and the Ottawa County Drain Commission for, against, and from any liability, claim, loss, cost, injury, damage, or other expense that may occur or be claimed by or with respect to any person or property resulting from the use or misuse of the Lake by the Owners of the Lake Lots or by their family members, employees, licensees, invitees, guests or other persons. Such indemnification includes the cost of the defense of any and all claims including the cost of suit, attorneys' fees, and the payment of any settlement or judgment against the Association, the Owners of Lots that are not Lake Lots, Park Township, or the Ottawa County Drain Commission.

Section 24: Leasing/Rental Provision. Single Family Residential lots may not be used for daily or weekly rentals or advertised as such on Web based sites including, but not limited to, airbnb.com and vrbo.com. Single Family Residential Lots may be rented only in their entirety; no fraction or portion may be rented. All leases shall be in writing and shall be for an initial term of no less than six months, except with the prior written consent of the Board of Directors. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Lot Owner within ten days of execution of the lease. The Owner must make available to the lessee current copies of the Covenants and Bylaws.

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.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Enforcement. 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 Association or any Owner to enforce any of the provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Restrictions Run With Land. All of the real property described on the first page of this Declaration shall be held, sold, and conveyed subject to the easements, covenants, conditions and restrictions provided herein, which shall run perpetually with the land and be binding on all parties having any right, title, or interest in such real property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

Section 4. Amendment. Except for the provisions of Article VII ("Governmental Requirements") below, the provisions of this Declaration may be amended at any time 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 5. 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 6. 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 provisions of this Declaration.

ARTICLE V

DUES AND ASSESSMENTS

Section 1. Amounts. The Board of Directors shall determine the amount of dues and/or assessments to be levied upon the members (including inactive members) from time to time; provided, however, that without the majority vote of the members affected, the Board of Directors may not in any year increase total dues and assessments more than \$50.00 over the total dues and assessments for the preceding calendar year. Such dues and/or assessments shall be levied on a reasonable and uniform basis as deemed appropriate by the Board of Directors for the intended purpose of such levy. Notwithstanding the preceding, in the case of the Lots upon Pintail Pond, Tiffany Lake, and Mallard Lake, additional dues and/or assessments may be levied from time to time for costs and expenses associated with the maintenance and care of such lakes. Dues and/or assessments for maintenance and care of such lakes shall not be subject to the \$50.00 limitation on year to year increases in dues and assessments. The annual dues and/or assessments shall be payable on such date as the Board of Directors establishes. The Association may impose an interest charge on delinquent dues and assessments. The Board of Directors, in its sole discretion, may waive any or all of the Charges, and/or interest thereon, in the event of special circumstances.

Section 2. Notice. The Board of Directors shall cause a notice of any dues and/or assessments to be delivered by first-class mail or by personal delivery. Except in the case of Association dues to be used for the general purpose of defraying costs incurred by the Association in the normal conduct of its business, the notice shall state the purpose of the levy and the method used to determine the amount of assessment.

Section 3. Payment. Dues and/or assessments levied by the Board of Directors shall be paid within the time period granted by the Board of Directors. The time period shall not be less than thirty (30) days from the date of notice, unless otherwise required by unavoidable circumstances.

Section 4. Default. If any Owner is in default in the payment of dues or assessments, including charges to Owners of Lakes Lots under Section 23.f of Article II above, for a period of thirty days from the date on which such dues, assessments or charges become payable, such Owner for purposes of voting shall cease to be an Owner in good standing and shall not be entitled to vote upon any matter submitted to the Owners for their approval. Such Owner shall not be reinstated as an Owner in good standing until he or she has paid the dues, assessments and charges in full. The Association may impose an interest charge on delinquent dues and assessments. Interest will be charged at the maximum legal rate, but not to exceed seven percent (7.0%) per annum. In addition, the Association may impose a late fee to compensate the Association for administrative

costs incurred as a result of the delinquency. Such late charge shall not be deemed to be a penalty or interest on the funds due to the Association, but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of dues and assessments. Upon the failure of an Owner to pay the dues, assessments, or charges after thirty days written notice of such delinquency given by the Association to the Owner, the amount of the dues, assessments, or charges shall become the joint and several personal obligation of the Owner at the time the dues or assessments become due and payable in whole or in part, and also a lien on the Owner'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 Owner for the collection of the dues, assessments, or charges in any court of competent jurisdiction. The expenses incurred in collecting unpaid dues, assessments or charges including interest, costs, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Owner in default and shall be secured by the lien on his/her Lot.

Section 5. Assignment. 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. Common Areas. The Association shall be the owner of any areas in the Subdivision that are owned in common by all of the Lot Owners, including the easements reserved to the Association under Article II Section 15(c) of this Declaration. The Association shall keep and maintain the common areas in good, clean, and serviceable condition and in accordance with this Declaration and such other standards as are from time to time established by the Board of Directors of the Association. 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. The Association may establish reasonable rules and regulations concerning the use and enjoyment of the common areas.

ARTICLE VI

ASSESSMENT OF FINES

Section 1. General. The violation by an Owner, occupant or guest of any of the provisions of the Association Documents, including any duly adopted rules and regulations shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Owner. Such Owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Owner to the premises.

Section 2. Procedures. Upon any such violation being alleged by the Board, the following procedures will be followed:

(a) Opportunity to Defend. The offending Owner shall be scheduled for a hearing before the Board, at which time the Owner shall have an opportunity to offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting or the Board's earliest convenience, but in no event shall the Owner be required to appear less than 10 days from the date of notice.

(b) Notice. Notice of violation, including the Association Document provision

violated, together with a description of the factual nature of the alleged offense set forth with reasonable specificity; the date, time, and place of the hearing; and notice that if the Owner does not appear, they will be considered in default shall be sent by first class mail, postage prepaid, or personally delivered to the Owner's Association address.

(c) Default. Failure to respond to the notice of violation by the date set for the hearing or appear at the hearing constitutes a default.

(d) Hearing and Decision. Upon appearance by the Owner before the Board and presentation of evidence of defense, or, in the event of the Owner's default, the Board shall, by majority vote of a quorum of the Board (as defined in the Association Bylaws), decide whether a violation has occurred. The Board's decision is final.

Section 3. Amounts. Upon violation of any of the provisions of the Association Documents, with the exception of Article II Section 24, and after default of the offending Owner or upon the decision of the Board as recited above, the following fines may be levied:

- (1) First Violation - No fine shall be levied
- (2) Second Violation - Twenty-Five Dollar (\$25.00) fine
- (3) Third Violation - Fifty Dollar (\$50.00) fine
- (4) Fourth Violation - One Hundred Dollar (\$100.00) fine
and all subsequent Violations

For purposes of this Section, the number of the violation (i.e. first, second, etc.) is determined with respect to the number of times that an Owner violates the same provision of this Declaration, as long as that Owner may be an owner of a Lot or occupant of the Project, and is not based upon time or violations of entirely different provisions. In the case of continuing violations, a new violation will be deemed to occur each successive week during which a violation continues. Nothing in this Article shall be construed as to prevent the Association from pursuing any other remedy under this Declaration and/or applicable law for such violations, or from combining a fine with any other remedy or requirement to redress any violation.

Violations of Article II, Section 24 will be fined a base rate of \$500 plus \$200 per day of the rental period

Section 4. Collection. The fines levied pursuant to Section 3 above shall be assessed against the Owner and shall be due by the first of the next month. Failure to pay the fine will subject the Owner to all liabilities set forth in Association Documents including, without limitations, those described in Article V, Section 4.

ARTICLE VII

GOVERNMENTAL REQUIREMENTS

The table below makes reference to certain Articles and Sections of the respective Declarations of Covenants, Conditions and Restrictions ("Declarations") for Phases 1 through 7 of the Subdivision under which certain governmental requirements were imposed pursuant to the authority of the governmental unit designated at the top of each column of the table. Such governmental requirements are hereby incorporated by reference into this Declaration, and shall remain in full force and effect with respect to Phases 1 through 7, as designated in the table below, as if the full text of each such governmental requirement had been included in this Article VII.

Phase	Document recorded	DNR	Drain	Health	Sewer	SSAC
1	Liber 1440, Page 685	-	-	Sec. 1 – 9	Sec. 10	-
2	Liber 1525, Page 851	-	Art. VII	Art. VI	Art. VI(11)	-
3	Liber 1657, Page 953	Art. I	Art. II	Art. III	Art. III(k)	-
4	Liber 1732, Page 400	Art. I	Art. II	Art. III	Art. III(13)	-
5	Liber 1829, Page 351	Art. VI(1)	Art. VI(2)	Art. VI(3)	Art. VI(3)(j)	Art. VII
6	Liber 1924, Page 883	Art. VI(1)	Art. VI(2)	Art. VI(3)	Art. VI(3)(j)	Art. VII
7	Liber 1990, Page 549	Art. II(1)	Art. II(2)	Art. II(3)	Art. II(3)(j)	Art. III

(i) DNR = Michigan Department of Natural Resources; (ii) "Drain" = Ottawa County Drain Commission; (iii) "Health" and "Sewer" = Ottawa County Department of Public Health; and (iv) SSAC = Park Township with respect to a Sewer Special Assessment Contract

No Amendment. The provisions of this Article VII are not subject to amendment, revision or deletion and shall run with the land perpetually until such time that the governmental unit imposing a particular requirement allows or requires it to be amended, revised or deleted.

