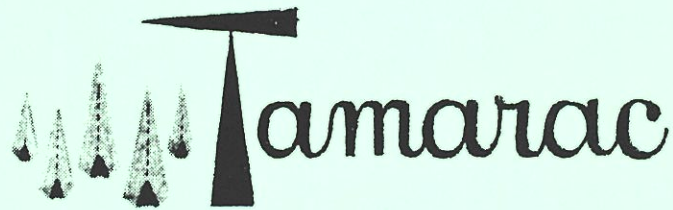


Conditions, Covenants
and Restrictions
of
TAMARAC



**IROQUOIS
DEVELOPMENT
CORPORATION**

Three Rivers, Mich.

LIBER 375 PAGE 554

1973 DEC 17 PM 1 29

RECORDED

Donna L. Donmyer
REGISTER OF DEEDS
ST. JOSEPH COUNTY, MICH.CONDITIONS, COVENANTS AND RESTRICTIONS
OF TAMARAC

Iroquois Development Corporation, a Michigan Corporation, being the owner of all of the premises and lots contained in Tamarac, a recorded plat filed and of record in the Office of the Register of Deeds for St. Joseph County, Michigan, in Liber 5 of Plats, Pages 54 and 54A, and desiring to create and establish certain conditions, covenants and restrictions to govern and control the use, occupancy, ownership and title of each and all of said lots contained in said plat as recorded, does impose upon and subject the title, use, occupancy and ownership of all of the lots contained in said plat as hereinafter set forth. (References to the "Board" and "Architectural Committee" refer to those of Tamarac Community Association, Inc.)

1. Architectural Control. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plans showing the location of said building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and furnished ground elevation, by a committee composed of Merrill H. Armstrong, Clarence J. Mitchell and Richard D. Verheul, or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative or representatives with like authority.

In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications, a copy of which shall be delivered to the owner or owners of the lot upon which the prospective improvements are contemplated prior to the beginning of such construction. No changes or deviations in and from such plans or specifications shall be made without the prior written consent of the Committee. The Committee shall not be responsible for any structural or other defects in such plans or specifications, or improvements erected according to such plans or specifications. Upon the death or resignation of any of the above named members of the Committee, the remaining member or members shall, by agreement, designate a successor member or members.

2. Residential Uses. All lots within the plat shall be used solely for residential purposes.

On all lots within this plat, not more than one single family dwelling unit, with suitable accessory buildings, such as garage or carport, shall be built on any lot. No garage or accessory buildings shall be used as living quarters, except for employees and bonafide guests, and such garage or accessory buildings, or basement, shall not be used or occupied as living quarters prior to the erection of the building.

Any structure commenced on any lot shall be completed within twelve (12) months of the commencement of construction.

In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications, a copy of which shall be delivered to the owner or owners of the lot upon which the prospective improvements are contemplated prior to the beginning of such construction. No changes or deviations in and from such plans or specifications shall be made without the prior written consent of the Committee. The Committee shall not be responsible for any structural or other defects in such plans or specifications, or improvements erected according to such plans or specifications. Upon the death or resignation of any of the above named members of the Committee, the remaining member or members shall, by agreement, designate a successor member or members.

2. Residential Uses. All lots within the plat shall be used solely for residential purposes.

On all lots within this plat, not more than one single family dwelling unit, with suitable accessory buildings, such as garage or carport, shall be built on any lot. No garage or accessory buildings shall be used as living quarters, except for employees and bonafide guests, and such garage or accessory buildings, or basement, shall not be used or occupied as living quarters prior to the erection of the building.

Any structure commenced on any lot shall be completed within twelve (12) months of the commencement of construction.

3. Division of Lots. No lot within the plat shall be sold except as a whole, except that a lot may be divided and the parcels conveyed to adjacent owners, provided, however, that no dwelling units shall be permitted on a site smaller than the smaller of the lots from which such site shall be created. Specific setback lines are established by these restrictions as follows:

A. No dwelling, garage or accessory buildings shall be constructed within twenty-five (25) feet from the front street lot line, within fifteen (15) feet from the rear lot line and within seven (7) feet from each side lot line, except that on corner lots, the setback from the street side shall be fifteen (15) feet.

4. Storage of Vehicles. All dwelling units shall be provided with a garage or covered carport for at least two automobiles unless otherwise specifically allowed by the Committee. No house trailer, habitable motor vehicle, boat or boat trailer, camper trailer or the like shall be placed or stored on any lot, except within an enclosed garage or carport, totally concealed from view from all portions of the properties, in all seasons of the year and in conformity with reasonable regulations established by the Committee. No truck or commercial vehicle shall be stored or parked on any lot, except temporarily during construction or repair of the improvements on said lot, except in a garage.

5. Pets. No horse, cattle, swine, goats, poultry or fowl, except caged birds, shall be kept on any lot, and no other animal shall be kept on any lot except household pets, which shall be confined or be on leash.

6. Business and Commercial Use of Property Prohibited.

No trade, craft, business, profession, commercial or manufacturing enterprise, or business or commercial activity of

any kind shall be conducted or carried on upon any lot within said plat, or within any building located on said plat, nor shall any goods, equipment, vehicles, including buses, trucks and trailers of any description, or materials or supplies used in connection with any trade, service or business, wherever the same may be conducted, or any vehicles in excess of 8,000 pounds gross weight, including buses, trucks and trailers of any description, used for private purposes, be kept, parked, stored, dismantled or repaired outside on any residential lot, or on any street within said plat, nor shall anything be done on any residential lot which may be or may become an annoyance or nuisance to the neighborhood.

7. Rubbish. No lot or tract shall be used or maintained for a dumping lot for rubbish. Trash, garbage and other waste shall not be burned in outside open incinerators, and shall be kept in sanitary containers. This does not prevent the burning of leaves in the fall. Yard rakings such as rocks, dirt and other materials, as a result of landscaping shall not be dumped in the public streets or ditches. The removal and disposal of all such materials shall be the sole responsibility of the individual lot owner. Should any individual lot owner or contract purchaser fail to remove any such trash, rubbish, garbage, yard rakings and other materials from his property or the street and ditches adjacent thereto within ten days following the date on which notice is mailed to him by Tamarac Community Association, Inc., informing him of such violation, then said corporation may have said trash removed and charge the expense of removal to said lot owner or purchaser. Any such charge shall become a continuing lien on the property, which shall bind the property in the hands of the then owner or contract purchaser,

and his successors in interest. Such charge shall also be a personal obligation of the one who was the owner or contract purchaser of the lot involved on the date of removal.

8. Signs. No signs shall be erected or maintained on any residential lot in the tract, except that not more than one approved "For Sale" or "For Rent" sign placed by the builder or by a licensed real estate broker, not exceeding twenty-four (24) inches high and thirty (30) inches long may be displayed on any lot. No signs are to be posted by owners other than the original builders.

9. Fences. No fence, wall, hedge or mass planting other than foundation planting shall be permitted on the front lot line, and those on side lot lines shall not be higher than three (3) feet from the front street line to the minimum setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade of the back of said retaining wall, providing however that no fence, wall, hedge or mass planting shall at any time, where permitted, extend higher than six (6) feet above ground. Fences shall be well constructed of suitable fencing material and shall be artistic in design and shall not detract from the appearance of the dwelling house located upon the lot or building site, or be offensive to the owners or occupants of, or detract from the appearance of the dwelling houses located on the adjacent lots or buildings plots.

10. Utility Easements. An easement is reserved under and upon the exterior five (5) feet of front and rear boundary lines and under and upon the exterior two and one-half (2½) feet of side boundary lines of all lots for utility installation and maintenance of power, telephone, water, sewer, drainage,

gas, etc. together with the right to enter upon the lots at all times for the purposes stated. Additional necessary public utilities and utility easements are reserved as shown on the recorded plat and others, as required, will also be recorded as will be necessary easements required by governmental subdivisions.

11. Floor Plan Minimums. On lots numbered 20 through 47 inclusive, the ground floor area of the main structure, exclusive of open porches and garages, shall not be less than 1,050 square feet for a one-story dwelling, nor less than 675 square feet for the ground floor area of a dwelling of more than one story.

On lots numbered 1 through 19 inclusive, the ground floor area of the main structure, exclusive of open porches and garages, shall not be less than 1,200 square feet for a one-story dwelling, nor less than 800 square feet for the ground floor area of a dwelling of more than one story.

On lots numbered 48 through 51 inclusive, the ground floor area of the main structure, exclusive of open porches and garages, shall not be less than 1,200 square feet for a one-story dwelling, nor less than 800 square feet for the ground floor area of a dwelling of more than one story.

12. Duration. Amendment. The covenants and restrictions of this declaration shall run with and bind the land for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first twenty (20) years by an instrument signed by owners of at least 90% of the dwelling units constructed on the premises within the plat and, thereafter, by an instrument signed by owners of at least 75% of the dwelling units within the plat.

13. Remedies for Violation: Invalidation. For a violation or breach of any of the reservations, covenants and restrictions herein set forth, Iroquois Development Corporation, a Michigan Corporation, or its successor in title, or any owner of premises within the plat, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent or obtain damages for the violation or breach of any provision hereof. The failure of said corporation or any owner to enforce, or the failure to enforce promptly, any of the reservations, covenants or restrictions, shall not bar other or subsequent enforcement. The invalidation of any one or more of the reservations, covenants or restrictions herein set forth by any court of competent jurisdiction shall not affect any other reservation, covenant or restriction, but the same shall remain in full force and effect.

Dated:

Witnessed By:

Jeanette A. Whitney
Jeanette A. Whitney
Carolyn F. Roberts
Carolyn F. Roberts

IROQUOIS DEVELOPMENT CORPORATION

By Richard D. Verheul
Richard D. Verheul, President

By Barbara I. Armstrong
Barbara I. Armstrong, Secretary

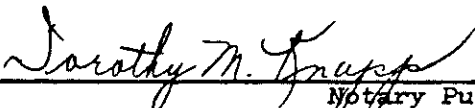
STATE OF MICHIGAN)
ss.
County of St. Joseph)

On this 17th day of December, 1973, before

me, a Notary Public in and for said County, appeared Richard D. Verheul and Barbara I. Armstrong, to me personally known, who being by me duly sworn, did each for himself say that they are respectively the President and Secretary of the corporation named



in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said Richard D. Verheul, President and Barbara I. Armstrong, Secretary, acknowledged said instrument to be the free act and deed of said corporation.



Notary Public
St. Joseph County, Michigan
My Commission Exp. January 1, 1977
MY COMMISSION BEGINS JAN. 1, 1977

Prepared By: Leonard J. Weiner
WEINER, WADE & TUCKER
211 Portage Avenue
Three Rivers, Michigan 49093

ARTICLE I

Definitions

Section 1.

"ASSOCIATION" shall mean and refer to "TAMARAC COMMUNITY ASSOCIATION, INC." its successors and assigns.

Section 2.

"OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any residential lot or dwelling unit which is in the property, except that one holding such interest merely as security for the performance of an obligation shall not be deemed an owner and except that a contract purchaser in possession shall be deemed an owner.

Section 3.

"PROPERTIES" shall mean and refer to that certain property in Exhibit A attached hereto. "PROPERTY" shall mean a particular parcel within the properties.

Section 4.

"COMMON AREAS" shall mean all the real property owned by the association for the common use and enjoyment of the owners. No area shown or indicated on any plan or plat of the property shall be considered as a common area unless and until it has been conveyed to the association for the common use and enjoyment of the owners.

Section 5.

"DWELLING UNIT" shall mean an improved space designed for and ready for occupancy by an individual or single family for independent dwelling purposes, whether located in a detached, semi-detached, row or multiple-family structure.

Section 6.

"OWNER OCCUPIED DWELLING UNIT" shall mean a dwelling unit which is occupied by its owner for his residence even though the same be rented by him during a temporary absence.

Section 7.

"LOT" shall mean any numbered lot on a recorded plat and any unplatted parcel but only after such unplatted parcel shall have been improved by a building containing a dwelling unit or dwelling units. Unplatted parcels shall be described in accordance with rules established by the Board of Directors.

ARTICLE II

Property Rights

Section 1.

OWNERS' EASEMENTS OF ENJOYMENT OF COMMON AREAS

Every owner shall have a right and easement of enjoyment in and to the common areas, which right and easement shall be appurtenant to such ownership, subject to the following:

- (a) The right of the Association to make and enforce reasonable rules and regulations to carry out the terms of this declaration and to fulfill its purposes.
- (b) The right of the Association to fix and charge reasonable admission and other fees for the use of any recreational facility situated upon the common area.
- (c) The right of the Association to suspend voting rights and the rights of members to use any of the common areas or any facility therein for any period not to exceed sixty (60) days for any infraction of its published rules and regulations, except that such suspension for any continuing infraction may continue for the duration of such infraction.

- (d) The right of the Association to dedicate or transfer all or any part of the common area, provided the same shall be approved, at a meeting duly called for such purpose, by affirmative vote of two-thirds (2/3rds) of all the outstanding votes held by owners in the Association and by affirmative vote of two-thirds (2/3rds) of all the outstanding votes allowable for owner-occupied dwelling units.
- (e) The right of the Association to construct, maintain and improve recreation and other facilities on the common open space for the benefit of the owners and to permit the use thereof by other persons as provided for herein.

Section 2.

DELEGATION OF USE

Any owner may delegate, in accordance with the bylaws, his rights of enjoyment of the common area and facilities to members of his family, his tenants and guests.

ARTICLE III

Membership and Voting Rights

Section 1.

Membership in the Association shall be limited to owners, but enjoyment of facilities may be extended to others on such terms as may be provided in the Bylaws. Fees for such enjoyment shall not be less than the monies paid by members for use of the facilities to which such privileges are extended.

Section 2.

Every member of the Association shall be entitled to one vote for each lot or dwelling unit owned by such member but if a lot is improved by one or more dwelling units the owner shall vote his dwelling unit and not the lot. If more than one person

holds an interest in any lot or dwelling unit, the vote allowed by such lot or dwelling unit by this section shall, subject to the Association Bylaws, be exercised as they among themselves determine, but in no event shall more than one vote be cast in respect to any one lot or dwelling unit.

ARTICLE IV

Covenant for Maintenance Assessments

Section 1.

CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

The Declarant, for each lot or dwelling unit owned within the properties, hereby covenants, and each owner of any lot or dwelling unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys fees, shall from date of assessment be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successor owners unless expressly assumed by them.

Section 2.

PURPOSE OF ASSESSMENTS

The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the

residents of the properties, including, but not limited to the improvement and maintenance of the common areas and the recreation facilities thereon, and unpaved land within street rights-of-way, the payment of taxes and assessments levied against property owned by the Association and the expenses of the Association, and, in general, the carrying out of the purposes set forth in or permitted by the Articles of Incorporation and this Declaration. The Association may provide for reasonable reserves for contingencies, replacements and improvements, provided the amount placed in reserve in any fiscal year shall not exceed 10% of the annual assessment except upon compliance with Section 4. below.

Section 3.

BASIS AND MAXIMUM ANNUAL ASSESSMENT BY ASSOCIATION

The following shall be assessable:

- (a) Except as otherwise provided in this Section 3, the assessment shall be made against each lot. If a lot is improved by one or more dwelling units, the assessment shall be an amount obtained by multiplying the assessment for one lot by the number of dwelling units thereon. A lot shall not be assessable so long as the right to construct a dwelling unit thereon is precluded by deed restrictions enforceable by and acceptable to the Association.
- (b) In the case of a condominium, the assessment shall be made against each dwelling unit and its appurtenant share of the common elements.
- (c) The total annual assessment of the Association shall be levied pro rata against all of the assessable lots and dwelling units, as provided in (a) and (b) above, subject to the following:

- (1) No lot or dwelling unit shall be assessable until January 1, 1975;
- (2) Until January 1, 1976, no owner-occupied dwelling unit shall be assessed in excess of \$ 100.00 per year.

Section 4.

SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS

In addition to the annual assessments authorized above, the Association may levy, in any assessment year beginning January 1, 1976, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement upon the common area, including fixtures and personal property relating thereto, or the cost of establishing or adding to a reserve therefor, provided that any such assessment shall have the assent, at a meeting duly called for this purpose, of 60% of the owner-occupants voting in person or by proxy, each owner-occupant having one vote, and of 60% of all of the members voting in person or by proxy.

Section 5.

NOTICE AND QUORUM FOR SPECIAL ASSESSMENTS UNDER SECTION 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 4, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting

called, the presence of members or of proxies entitled to cast fifty (50%) percent of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6.

UNIFORM RATE OF ASSESSMENT

Both annual and special assessments must be fixed at a uniform rate for all assessable lots or dwelling units except as provided in Article IV, Section 3 (c).

Section 7.

ASSESSMENTS: DATE OF COMMENCEMENT AND DUE DATES

The annual assessments provided for herein shall commence January 1, 1975. The Board of Directors shall fix the rate of the annual assessment and the amount of assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of annual assessments shall be sent to every owner immediately after action of the Board of Directors assessing the same, provided, however, that where there is more than one owner of a property, only one notice, subject to reasonable regulation by the Board of Directors, need be sent. The due date for payment shall be established by the Board of Directors and shall be stated in said notice. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not all assessments have been paid and setting forth the amounts, if any, interest charges and due dates.

Section 8.

EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 7% per annum or at such lesser uniform rate as shall be established by the Board of Directors at the time of the fixing of the assessment period. The Association may bring an action against a delinquent owner or other person personally obligated to pay the same and may foreclose the lien established by the terms of this declaration. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or by abandonment of his lot.

Section 9.

SUBORDINATION OF THE LIEN TO MORTGAGES

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot or dwelling unit shall not affect the assessment lien. However, the sale or transfer of any lot or dwelling unit pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot or dwelling unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

Land Planning and Building Committee

Section 1.

ARCHITECTURAL CONTROL

The Board of Directors shall exercise the authority to carry out the obligations imposed on it by any

covenants or restrictive agreements imposed on any properties. For this purpose it may appoint an architectural committee in accordance with such reasonable rules as it may impose.

Section 2.

RUBBISH

The Board of Directors is empowered to prescribe reasonable rules and regulations for garbage cans and other waste containers, their location and concealment, and for waste disposal, including prohibition of outdoor burning. The Board of Directors may, on approval by a majority vote of the members present in person or by proxy at a meeting called for such purpose, enter into contracts on an annual basis for trash and garbage service and may add the cost thereof to the annual assessment or may cause the same to be billed directly to the respective owners. Such contracts may be renewed annually without approval of the members, but future authority may be revoked by similar action of the members.

Section 3.

NATURAL GROWTH

The natural growth on any property shall not be deemed a nuisance, but the Board of Directors may pass reasonable regulations for control thereof for the health, safety and welfare of the owners and occupants of the properties.

Section 4.

NOISE

It being one of the purposes of this Declaration to foster an environment free of unnecessary annoyances, discomforts and health hazards of urban living, the Board of Directors is hereby given the power to make reasonable regulations for the control of noise, which regulations may take into consideration the differing uses appropriate to different parts of the properties.

Section 5.

REMEDIES FOR VIOLATIONS: INVALIDATIONS

For a violation or breach of any of these reservations, covenants and restrictions, the Association and any owner or either of them severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent or obtain damages for the violation or breach of any provision hereof. The failure of the Association or of any owner to enforce or the failure to enforce promptly any of the reservations, covenants or restrictions shall not bar other or subsequent enforcement. The invalidation of any one or more by any court of competent jurisdiction shall not effect any other reservation, covenant or restriction but shall remain in full force and effect.

ARTICLE VI

General Provisions

Section 1.

ACTION BY ASSOCIATION

Except where otherwise provided herein, when action is required of or permitted by the Association the same shall be deemed to refer to the action of the Board of Directors.

The Board of Directors may close the books of the corporation against transfer of membership for a stated period not to exceed forty (40) days prior to such meeting.

Section 2.

DURATION: AMENDMENT

The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10)

years. This Declaration may be amended by affirmative vote of 75% of all the outstanding votes held by the owners of the Association and by affirmative vote of 75% of all the outstanding votes allowable for owner-occupied dwelling units. The certificate of an officer of the Association, attested by a member of the Board of Directors, and bearing the seal of the corporation, shall be conclusive proof of the action taken.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hands and seals this 17th day of December, 1973.

IROQUOIS DEVELOPMENT CORPORATION

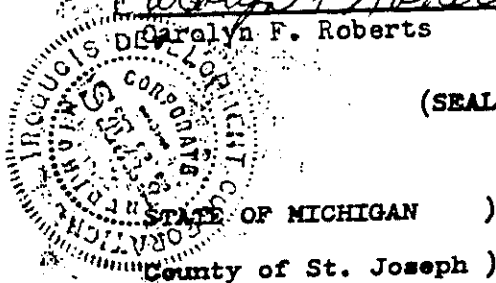
Jeanette A. Whitney
Jeanette A. Whitney

By Richard D. Verheul
Richard D. Verheul, President

Carolyn F. Roberts
Carolyn F. Roberts

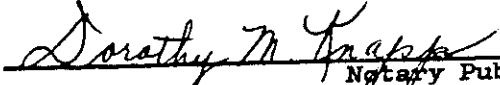
By Barbara I. Armstrong
Barbara I. Armstrong, Secretary

(SEAL)



On this 17th day of December, 1973, before me, a Notary Public in and for said County, appeared Richard D. Verheul and Barbara I. Armstrong, to me personally known, who being by me duly sworn, did each for himself say that they are respectively the President and Secretary of the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf

of said corporation by authority of its Board of Directors; and
said Richard D. Verheul, President and Barbara I. Armstrong,
Secretary acknowledged said instrument to be the free act and
deed of said corporation.



Notary Public
St. Joseph County, Michigan, KAPP
My Commission Exp. ~~DECEMBER 31, 1977~~
NO ANY NOTARY PUBLIC IN CHARGE
MY COMMISSION EXPIRES AUG. 3, 1977

Prepared By: Leonard J. Weiner
WEINER, WADE & TUCKER
211 Portage Avenue
Three Rivers, Michigan 49093

EXHIBIT A

All that certain piece or parcel of land, situate and being in the Township of Lockport, County of St. Joseph and State of Michigan, known and described as follows, to-wit:

Being that portion of the East $\frac{3}{4}$ of the Southwest quarter (SW $\frac{1}{4}$) of Section 5, Town 6 South, Range 11 West, Lockport Township, St. Joseph County, Michigan, lying Westerly of the centerline of Buckhorn Road.

Excepting therefrom the following described parcel of land:

Commencing at the Center of said Section 5 and running thence South 891 feet to the point of beginning; thence South 150 feet; thence West 210 feet; thence North 150 feet; thence East 210 feet to the point of beginning. Containing 111.04 acres, more or less.

LIBER 371 PAGE 972

RECORDED

1973 AUG 14 PM 1 34

RESTRICTIONS PERTAINING TO
 "TAMARAC", A SUBDIVISION LOCATED IN
 SECTION 5, TOWN 6 SOUTH, RANGE 11 WEST,
 LOCKPORT TOWNSHIP, ST. JOSEPH COUNTY, MICHIGAN

Donna E. Donmyer
 REGISTER OF DEEDS
 ST. JOSEPH COUNTY, MICH.

This declaration of conditions, restrictions, covenants and charges shall apply to the entire plat of "Tamarac", located in Section 5, Lockport Township, St. Joseph County, Michigan, and shall be for the benefit of all property in said subdivision, and shall run with the land.

1. All well water supplies for said Plat shall be installed by Michigan licensed well drillers.
2. All well water on any lot shall be installed to a minimum depth of 160 feet and through a protective clay overburden.
3. A sewage permit must be obtained from the Branch-Hillsdale-St. Joseph District Health Department, or its successor, prior to beginning construction on any lot in this subdivision.
4. All lot owners agree to connect to public water supply and/or sewage disposal facilities when such facilities become available.

IN WITNESS WHEREOF, the Iroquois Development Corp., a Michigan Corporation, has caused these presents to be signed by its Chairman of the Board and President this 18th day of July, 1973.

In Presence of:

Carolyn F. Roberts
 Carolyn F. Roberts

Jeanette A. Whitney
 Jeanette A. Whitney

IROQUOIS DEVELOPMENT CORP

By *Merrill H. Armstrong*
 Merrill H. Armstrong

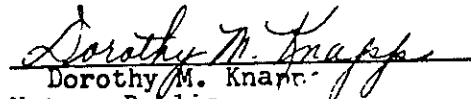
Its Chairman of the Board

By *Richard D. Verheul*
 Richard D. Verheul

Its President

STATE OF MICHIGAN)
 ss.
County of St. Joseph)

On this 18th day of July, 1973, before me, a Notary Public in and for said County, appeared Merrill H. Armstrong and Richard D. Verheul, to me personally known, who, being by me duly sworn, did each for himself say that they are respectively the Chairman of the Board and President of the corporation named in and which executed the within instrument, and that said instrument was signed in behalf of said corporation by authority of its board of directors; and said Merrill H. Armstrong and Richard D. Verheul acknowledged said instrument to be the free act and deed of said corporation.


Dorothy M. Knapp
Notary Public
St. Joseph County, Michigan
My Commission expires August 7, 1973

Prepared by: Leonard J. Weiner
Weiner, Wade & Tucker
211 Portage Avenue
Three Rivers, Michigan

LIBER 376 PAGE 614

1974 JAN 29 PM 4 38

RECORDED
Thomas E. Doninger
 REGISTER OF DEEDS
 ST. JOSEPH COUNTY, MICH.

AMENDMENT TO
 DECLARATION OF GENERAL COVENANTS, CONDITIONS AND
 RESTRICTIONS FOR TAMARAC, TAMARAC NO. 2, TAMARAC
 NO. 3 AND TAMARAC NO. 4

THIS AMENDED DECLARATION, made the 29th day of
January, 1974, by Iroquois Development Corporation, a
 Michigan Corporation, hereinafter referred to as Declarant;

WITNESSETH:

WHEREAS, Iroquois Development Corporation is the
 owner of certain premises in the Township of Lockport, St.
 Joseph County, Michigan and has executed a Declaration of
 General Covenants, Conditions and Restrictions for Tamarac,
 Tamarac No. 2, Tamarac No. 3 and Tamarac No. 4, which
 Declaration is dated November 29, 1973, executed December 17,
 1973 and recorded December 20, 1973 in Liber 375 of Records
 Page 632 of the records of the Register of Deeds for St. Joseph
 County, Michigan; and,

WHEREAS, it is desired that an amendment be made
 thereto;

NOW THEREFORE, Declarant hereby declares that said
 Declaration, as above set forth, shall be amended by the
 inclusion of the following new Section:

ARTICLE V-A

Construction of Central Water System

Section 1. In the event that it becomes necessary to construct
 a Central Water System, each "owner" shall purchase all water
 used and/or consumed within the dwelling constructed, or to be
 constructed, at a rate to be from time to time determined; and

shall be permitted to purchase water to be used and consumed without the dwelling at a rate to be from time to time determined; said rates to be on a uniform basis with Tamarac, Tamarac No. 2, Tamarac No. 3 and Tamarac No. 4.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hands and seals this 29th day of January, 1974.

IROQUOIS DEVELOPMENT CORPORATION

<u>Jeanette A. Whitney</u>	By <u>Richard D. Verheul</u>
Jeanette A. Whitney	Richard D. Verheul, President
<u>Carolyn F. Roberts</u>	By <u>Barbara I. Armstrong</u>
Carolyn F. Roberts	Barbara I. Armstrong, Secretary

(Seal)

STATE OF MICHIGAN)
County of St. Joseph)

On this 29th day of January, 1974, before me, a Notary Public in and for said County, appeared Richard D. Verheul and Barbara I. Armstrong, to me personally known, who being by me duly sworn, did each for himself say that they are respectively the President and Secretary of the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Richard D. Verheul, President and Barbara I. Armstrong,

Secretary acknowledged said instrument to be the free act and deed of said corporation.


Dorothy M. Knapp Notary Public

St. Joseph County, Michigan

My Commission Exp. ~~RECORDED~~

NOTARY PUBLIC, ST. JOSEPH CO., MICH.
MY COMMISSION EXPIRES AUG. 3, 1977

Prepared by: Leonard J. Weiner
WEINER, WADE & TUCKER
211 Portage Avenue
Three Rivers, Michigan 49093

LIBER 380 PAGE 676

155 636 -003.0012

1974 JUN 5 AM 11 34

STATE OF MICHIGAN } Rec'd for record
ST. JOSEPH COUNTY } A. D. 1974

Donna E. Tompser Register of Deeds

RESTRICTIONS TO THE PLAT OF TAMARAC NO. 2, A SUBDIVISION SITUATED IN LOCKPORT
TOWNSHIP, ST. JOSEPH COUNTY, MICHIGAN.

The Iroquois Development Corporation, a body corporate, a Corporation duly organized and existing under the laws of the State of Michigan by Merrill H. Armstrong, President, and Barbara I. Armstrong, Secretary, as proprietor of the unsold lots in Tamarac No. 2, a subdivision situated in the East 3/4 of the SW 1/4 of Section 5, T6S, R11W, Lockport Township, St. Joseph County, Michigan, do hereby impose and subject the title, use, occupancy and ownership of all lots in said subdivision to the conditions, covenants and restrictions as set forth below:

1. A sewage permit shall be obtained from the Branch-Hillsdale-St. Joseph District Health Department prior to beginning construction on any lot in the Subdivision.
2. All lot owners shall be required to connect to an approved public water supply and/or sewage disposal facilities when such facilities become available.
3. When a total of 60 dwelling units have been constructed within the entire Tamarac Development, which includes the existing plat of Tamarac, Tamarac No. 2 and the remaining unplatted adjacent land, no further construction of dwelling units shall be allowed unless an approved water supply is available.

In the presence of:

Iroquois Development Corporation:

R. E. Sayers
R. E. Sayers, witness

Merrill H. Armstrong
Merrill H. Armstrong, President

D. W. Wright
D. W. Wright

Barbara I. Armstrong
Barbara I. Armstrong, Secretary

STATE OF MICHIGAN
County of St. Joseph

Personally came before me this 27th day of May, 1974, Merrill H. Armstrong and Barbara I. Armstrong, President and Secretary of the Corporation, respectively, of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Secretary of said corporation and acknowledged that they executed the foregoing instrument as such officers as the free act and deed of said Corporation, by its authority.

PREPARED AND DRAFTED BY:

R. E. Sayers, P. E.
P. O. Box 212
Sturgis, Michigan
49091

Durwin W. Wright
Durwin W. Wright Notary Public
St. Joseph County, Michigan
My commission expires 11/9/74

AUG 10 12 28 PM '77

118 269

(Liber 418 R 269)

Patricia T. [unclear]

REGISTERED DEED
ST. JOSEPH CO. MICH.

RESTRICTIONS TO THE PLAT OF TAMARAC NO. 3, A SUBDIVISION SITUATED IN
LOCKPORT TOWNSHIP, ST. JOSEPH COUNTY, MICHIGAN.

THE IROQUOIS DEVELOPMENT CORPORATION, A CORPORATION DULY ORGANIZED AND
EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN BY MERRILL H. ARMSTRONG,
PRESIDENT, AND RICHARD D. VERHEUL, VICE PRESIDENT, AS PROPRIETOR OF THE
UNSOLD LOTS IN TAMARAC NO. 3, A SUBDIVISION SITUATED IN THE EAST 3/4 OF
THE SW 1/4 OF SECTION 5, T 6 S, R 11 W, LOCKPORT TOWNSHIP, ST. JOSEPH
COUNTY, MICHIGAN, DOES HEREBY IMPOSE AND SUBJECT THE TITLE, USE, OCCUPANCY,
AND OWNERSHIP OF ALL LOTS IN SAID SUBDIVISION TO THE CONDITIONS, COVENANTS,
AND RESTRICTIONS AS SET FORTH BELOW:

1. A SEWAGE DISPOSAL CONSTRUCTION PERMIT AND A WATER SUPPLY CONSTRUCTION PERMIT SHALL BE OBTAINED PRIOR TO ANY CONSTRUCTION ON ANY LOT IN THE SUBDIVISION.
2. ALL SEWAGE DISPOSAL SYSTEMS SHALL BE OF A SHALLOW ABSORPTION AREA CONSTRUCTION, DRAIN BED OR TILE FIELD CONSTRUCTION.
3. WELL WATER SUPPLIES WILL BE USED ON A TEMPORARY BASIS UNTIL THE MUNICIPAL WATER SUPPLY IS DEVELOPED, AS THE AGREEMENT WITH IROQUOIS DEVELOPMENT AND MICHIGAN DEPARTMENT OF PUBLIC HEALTH ALLOWS.
4. ALL LOT OWNERS SHALL AGREE TO HOOK UP TO MUNICIPAL WATER AND/OR SEWER WHEN AVAILABLE.
5. ANY FURTHER DEVELOPMENT IN THIS AREA WILL REQUIRE MUNICIPAL WATER.

IN THE PRESENCE OF:

IROQUOIS DEVELOPMENT CORPORATION
RR #6 BOX 50
THREE RIVERS, MICHIGAN 49093

Marjorie K. Dunn
MARJORIE K. DUNN, WITNESS

Merrill H. Armstrong
MERRILL H. ARMSTRONG, PRESIDENT

Jeanette A. Whitney
JEANETTE A. WHITNEY, WITNESS

Richard D. Verheul
RICHARD D. VERHEUL, VICE PRESIDENT

STATE OF MICHIGAN
COUNTY OF ST. JOSEPH^{SS}

PERSONALLY CAME BEFORE ME THIS 17th DAY OF May, 19 77.
MERRILL H. ARMSTRONG, PRESIDENT, AND RICHARD D. VERHEUL, VICE PRESIDENT,
OF THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED
THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH PRESIDENT AND VICE
PRESIDENT OF SAID CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED THE
FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE FREE ACT AND DEED OF SAID
CORPORATION, BY ITS AUTHORITY.

Dorothy M. Knapp
DOROTHY M. KNAPP, NOTARY PUBLIC
ST. JOSEPH COUNTY, MICHIGAN
MY COMMISSION EXPIRES

August 3, 1977

418 & 270
(Like 418 R 270)

RESTRICTIONS TO THE PLAT OF TAMARAC NO. 3, A SUBDIVISION SITUATED IN
LOCKPORT TOWNSHIP, ST. JOSEPH COUNTY, MICHIGAN.

THE FIRST NATIONAL BANK OF THREE RIVERS, A CORPORATION DULY ORGANIZED AND
EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN BY D.J. SMALLCOMBE,
PRESIDENT, AND NELSON C. HOFFMASTER, VICE PRESIDENT, AS PROPRIETOR OF THE
UNSOLD LOTS IN TAMARAC NO. 3, A SUBDIVISION SITUATED IN THE EAST 3/4 OF
THE SW 1/4 OF SECTION 5, T 6 S, R 11 W, LOCKPORT TOWNSHIP, ST. JOSEPH
COUNTY, MICHIGAN, DOES HEREBY IMPOSE AND SUBJECT THE TITLE, USE, OCCUPANCY,
AND OWNERSHIP OF ALL LOTS IN SAID SUBDIVISION TO THE CONDITIONS, COVENANTS,
AND RESTRICTIONS AS SET FORTH ABOVE:

IN THE PRESENCE OF

FIRST NATIONAL BANK OF THREE RIVERS
88 WEST MAIN STREET
THREE RIVERS, MICHIGAN 49093

Nancy Wagner
NANCY WAGNER,

WITNESS

D.J. Smallcombe
D.J. SMALLCOMBE, PRESIDENT

Wayne A. Mastrom
WAYNE A. MASTROM,

WITNESS

Nelson C. Hoffmaster
NELSON C. HOFFMASTER, VICE PRESIDENT

STATE OF MICHIGAN
COUNTY OF ST. JOSEPH

PERSONALLY CAME BEFORE ME THIS 17TH DAY OF MAY, 1977,
D.J. SMALLCOMBE, PRESIDENT, AND NELSON C. HOFFMASTER, VICE PRESIDENT,
OF THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE THE PERSONS WHO
EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH PRESIDENT
AND VICE PRESIDENT OF SAID CORPORATION, AND ACKNOWLEDGED THAT THEY
EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE FREE ACT AND
DEED OF SAID CORPORATION, BY ITS AUTHORITY.

Nancy Wagner
NANCY WAGNER, NOTARY PUBLIC
ST. JOSEPH COUNTY, MICHIGAN
MY COMMISSION EXPIRES

Jan. 13, 1980

THESE RESTRICTIONS AND THE ACCOMPANYING PLAT OF TAMARAC NO. 3 HAVE BEEN
REVIEWED AND APPROVED BY THE BRANCH-HILLSDALE-ST. JOSEPH DISTRICT HEALTH
DEPARTMENT ON JUNE 1st, 1977.

PREPARED AND DRAFTED BY

SAYERS & ASSOCIATES
R.E. SAYERS, P.E., R.L.S.
P.O. BOX 212
STURGIS, MICHIGAN 49091

Noel H. Wiley
NOEL H. WILEY, SANITARIAN
ENVIRONMENTAL HEALTH
BRANCH-HILLSDALE-ST. JOSEPH
DISTRICT HEALTH DEPARTMENT
CENTREVILLE, MICHIGAN

MAY 17 4 46 PM '79

AMENDMENT TO

DECLARATION OF GENERAL COVENANTS, CONDITIONS AND
RESTRICTIONS FOR TAMARAC, TAMARAC NO. 1, TAMARAC
NO. 2 AND TAMARAC NO. 3

Patricia L. Westman
REGISTER OF DEEDS
ST. JOSEPH CO. MICH.

THIS AMENDED DECLARATION, made the 17th day of
May, 1979, by Iroquois Development Corporation, a
Michigan Corporation, hereinafter referred to as Declarant;

WITNESSETH:

WHEREAS, Iroquois Development Corporation is the
owner of certain premises in the Township of Lockport, St.
Joseph County, Michigan and has executed a Declaration of
General Covenants, Conditions and Restrictions for Tamarac,
Tamarac No. 1, Tamarac No. 2 and Tamarac No. 3, which
Declaration is dated November 29, 1973, executed December 17,
1973 and recorded December 20, 1973 in Liber 375 of Records,
Page 632 of the records of the Register of Deeds for St. Joseph
County, Michigan; and,

WHEREAS, it is desired that an amendment be made
thereto;

NOW THEREFORE, Declarant hereby declares that said
Declaration, as above set forth, shall be amended to read as
follows: "Declaration of General Covenants, Conditions and
Restrictions for Tamarac, Tamarac No. 1, Tamarac No. 2, Tamarac
No. 3 and Tamarac No. 4".

IN WITNESS WHEREOF, the undersigned, being the Declarant
herein, have hereunto set their hands and seals this 17th day
of May, 1979.

Richard D. Verhaul
Richard D. Verhaul
Jeanette A. Whitney
Jeanette A. Whitney

IROQUOIS DEVELOPMENT CORPORATION

By *Merrill H. Armstrong*
Merrill H. Armstrong, President

By *Norman Rivers*
Norman Rivers, Vice-President

STATE OF MICHIGAN)
)^{ss.}
 County of St. Joseph)

On this 17th day of May, 1979, before me, a Notary Public in and for said County, appeared Merrill H. Armstrong and Norman Rivers, to me personally known, who being by me duly sworn, did each for himself say that they are respectively the President and Vice-President of the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Merrill H. Armstrong, President and Norman Rivers, Vice-President acknowledged said instrument to be the free act and deed of said corporation.



Notary Public
 St. Joseph County, Michigan
 My Commission Exp. _____

Prepared by: Leonard J. Weiner
 WEINER, WADE & TUCKER
 211 Portage Avenue
 Three Rivers, Michigan 49093

EDGAR A. CARTER JR.
 NOTARY PUBLIC, ST. JOSEPH COUNTY, MICH.
 MY COMMISSION EXPIRES JAN. 18, 1981

MAY 17 4 45 PM '79

Patricia L. Williams
REGISTER OF DEEDS
ST. JOSEPH CO. MICH.

CONDITIONS, COVENANTS AND RESTRICTIONS
OF
TAMARAC NO. 4

Iroquois Development Corporation, a Michigan Corporation, being the owner of all of the premises and lots contained in Tamarac No. 4, a recorded plat filed and of record in the Office of the Register of Deeds for St. Joseph County, Michigan, in Liber 6 of Flats, Pages 35, 36 and 37, and desiring to create and establish certain conditions, covenants and restrictions to govern and control the use, occupancy, ownership and title of each and all of said lots contained in said plat as recorded, does impose upon and subject the title, use, occupancy and ownership of all of the lots contained in said plat as hereinafter set forth. (References to the "Board" and "Architectural Committee" refer to those of Tamarac Community Association, Inc.)

1. Architectural Control. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plans showing the location of said building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and furnished ground elevation, by a committee composed of Merrill H. Armstrong, Richard D. Verheul and Norman Rivers, or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to ~~approve~~ or disapprove such

design and location, or to designate a representative or representatives with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications, a copy of which shall be delivered to the owner or owners of the lot upon which the prospective improvements are contemplated prior to the beginning of such construction. No changes or deviations in and from such plans or specifications shall be made without the prior written consent of the Committee. The Committee shall not be responsible for any structural or other defects in such plans or specifications, or improvements erected according to such plans or specifications. Upon the death or resignation of any of the above named members of the Committee, the remaining member or members shall, by agreement, designate a successor member or members.

2. Residential Uses. All lots within the plat shall be used solely for residential purposes.

On all lots within this plat, not more than one single family dwelling unit, with suitable accessory buildings, such as garage or carport, shall be built on any lot. No garage or accessory buildings shall be used as living quarters, except for employees and bonafide guests, and such garage or accessory

buildings, or basement, shall not be used or occupied as living quarters prior to the erection of the building.

Any structure commenced on any lot shall be completed within twelve (12) months of the commencement of construction.

3. Division of Lots. No lot within the plat shall be sold except as a whole, except that a lot may be divided and the parcels conveyed to adjacent owners, provided, however, that no dwelling units shall be permitted on a site smaller than the smaller of the lots from which such site shall be created. Specific setback lines are established by these restrictions as follows:

A. No dwelling, garage or accessory buildings shall be constructed within twenty-five (25) feet from the front street lot line, within fifteen (15) feet from the rear lot line and within seven (7) feet from each side lot line, except that on corner lots, the setback from the street side shall be fifteen (15) feet.

4. Storage of Vehicles. All dwelling units shall be provided with a garage or covered carport for at least two automobiles unless otherwise specifically allowed by the Committee. No house trailer, habitable motor vehicle, boat or boat trailer, camper trailer or the like shall be placed or stored on any lot, except within an enclosed garage or carport, totally concealed from view from all portions of the properties, in all seasons of the year and in conformity with reasonable regulations established by the Committee. No truck or commercial vehicle shall be stored or parked on any lot, except temporarily during construction or repair of the improvements on said lot, except in a garage.

5. Pets. No horse, cattle, swine, goats, poultry or fowl, except caged birds, shall be kept on any lot, and no other animal shall be kept on any lot except household pets, which shall be confined or be on leash.

6. Business and Commercial Use of Property Prohibited. No trade, craft, business, profession, commercial or manufacturing enterprise, or business or commercial activity of any kind shall be conducted or carried on upon any lot within said plat, or within any building located on said plat, nor shall any goods, equipment, vehicles, including buses, trucks and trailers of any description, or materials or supplies used in connection with any trade, service or business, wherever the same may be conducted, or any vehicles in excess of 8,000 pounds gross weight, including buses, trucks and trailers of any description, used for private purposes, be kept, parked, stored, dismantled or repaired outside on any residential lot, or on any street within said plat, nor shall anything be done on any residential lot which may be or may become an annoyance or nuisance to the neighborhood.

7. Rubbish. No lot or tract shall be used or maintained for a dumping lot for rubbish. Trash, garbage and other waste shall not be burned in outside open incinerators, and shall be kept in sanitary containers. This does not prevent the burning of leaves in the fall. Yard rakings such as rocks, dirt and other materials, as a result of landscaping shall not be dumped in the public streets or ditches. The removal and disposal of all such materials shall be the sole responsibility of the individual lot owner. Should any individual lot owner or contract purchaser fail to remove any such trash, rubbish, garbage, yard rakings

and other materials from his property or the street and ditches adjacent thereto within ten days following the date on which notice is mailed to him by Tamarac Community Association, Inc., informing him of such violation, then said corporation may have said trash removed and charge the expense of removal to said lot owner or purchaser. Any such charge shall become a continuing lien on the property, which shall bind the property in the hands of the then owner or contract purchaser, and his successors in interest. Such charge shall also be a personal obligation of the one who was the owner or contract purchaser of the lot involved on the date of removal.

8. Signs. No signs shall be erected or maintained on any residential lot in the tract, except that not more than one approved "For Sale" or "For Rent" sign placed by the builder or by a licensed real estate broker, not exceeding twenty-four (24) inches high and thirty (30) inches long may be displayed on any lot. No signs are to be posted by owners other than the original builders.

9. Fences. No fence, wall, hedge or mass planting other than foundation planting shall be permitted on the front lot line, and those on side lot lines shall not be higher than three (3) feet from the front street line to the minimum setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade of the back of said retaining wall, providing however that no fence, wall, hedge or mass planting shall at any time, where permitted, extend higher than six (6) feet above ground. Fences shall be well constructed of suitable fencing material and shall be artistic in design and

shall not detract from the appearance of the dwelling house located upon the lot or building site, or be offensive to the owners or occupants of, or detract from the appearance of the dwelling houses located on the adjacent lots or buildings plots.

10. Utility Easements. An easement is reserved under and upon the exterior five (5) feet of front and rear boundary lines and under and upon the exterior two and one-half (2½) feet of side boundary lines of all lots for utility installation and maintenance of power, telephone, water, sewer, drainage, gas, etc. together with the right to enter upon the lots at all times for the purposes stated. Additional necessary public utilities and utility easements are reserved as shown on the recorded plat and others, as required, will also be recorded as will be necessary easements required by governmental subdivisions.

11. Floor Plan Minimums. On lots numbered 109 through 121 inclusive, the ground floor area of the main structure, exclusive of open porches and garages, shall not be less than 1,200 square feet for a one-story dwelling, nor less than 800 square feet for the ground floor area of a dwelling of more than one story.

On lots numbered 122 through 129 inclusive, the ground floor area of the main structure, exclusive of open porches and garages, shall not be less than 1,400 square feet for a one-story dwelling, nor less than 900 square feet for the ground floor area of a dwelling of more than one story.

12. Duration: Amendment. The covenants and restrictions of this declaration shall run with and bind the land for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended

during the first twenty (20) years by an instrument signed by owners of at least 90% of the dwelling units constructed on the premises within the plat and, thereafter, by an instrument signed by owners of at least 75% of the dwelling units within the plat.

13. Remedies for Violation: Invalidation. For a violation or breach of any of the reservations, covenants and restrictions herein set forth, Iroquois Development Corporation, a Michigan Corporation, or its successor in title, or any owner of premises within the plat, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent or obtain damages for the violation or breach of any provision hereof. The failure of said corporation or any owner to enforce, or the failure to enforce promptly, any of the reservations, covenants or restrictions, shall not bar other or subsequent enforcement. The invalidation of any one or more of the reservations, covenants or restrictions herein set forth by any court of competent jurisdiction shall not affect any other reservation, covenant or restriction, but the same shall remain in full force and effect.

Dated:

Witnessed by:

Richard D. Verhuel
Richard D. Verhuel
Jeanette A. Whitney
Jeanette A. Whitney

IROQUOIS DEVELOPMENT CORPORATION

By Merrill H. Armstrong
Merrill H. Armstrong, President

By Norman Rivers
Norman Rivers, Vice-President

(SEAL)

STATE OF MICHIGAN)
County of St. Joseph) ss.

On this 17th day of May, 1979, before me,
a Notary Public in and for said County, appeared Merrill H.

Armstrong and Norman Rivers, to me personally known, who being by me duly sworn, did each for himself say that they are respectively the President and Vice-President of the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said Merrill H. Armstrong, President and Norman Rivers, Vice-President, acknowledged said instrument to be the free act and deed of said corporation.



Notary Public
St. Joseph County, Michigan
My Commission Exp. _____

EDGAR A. CARTER JR.
NOTARY PUBLIC, ST. JOSEPH COUNTY, MICH.
MY COMMISSION EXPIRES JAN. 18, 1981

Prepared by: Leonard J. Weiner
WEINER, WADE & TUCKER
211 Portage Avenue
Three Rivers, Michigan 49093

MAR 16 11 16 AM '79

LOT 440 of 655

Theresa L. Whitman
REGISTER OF DEEDS
ST. JOSEPH CO. MICH.

RESTRICTIONS TO THE PLAT OF TAMARAC NO. 4, A SUBDIVISION SITUATED IN
LOCKPORT TOWNSHIP, ST. JOSEPH COUNTY, MICHIGAN.

THE IROQUOIS DEVELOPMENT CORPORATION, A CORPORATION DULY ORGANIZED UNDER
THE LAWS OF THE STATE OF MICHIGAN, BY MERRILL H. ARMSTRONG, PRESIDENT,
AND RICHARD D. VERHEUL, VICE PRESIDENT, AS PROPRIETOR OF THE UNSOLD LOTS
IN TAMARAC NO. 4, A SUBDIVISION SITUATED IN THE EAST 3/4 OF THE SW 1/4
OF SECTION 5, TOWN 6 SOUTH, RANGE 11 WEST, LOCKPORT TOWNSHIP, ST. JOSEPH
COUNTY, MICHIGAN, DOES HEREBY IMPOSE AND SUBJECT THE TITLE, USE, OCCUPANCY,
AND OWNERSHIP OF ALL LOTS IN SAID SUBDIVISION TO THE CONDITIONS, COVENANTS,
AND RESTRICTIONS AS SET FORTH BELOW:

1. LOTS NUMBERED 110, 114, 118, 121, 122, 123, AND 127 MAY BE DEVELOPED
UTILIZING ON-SIGHT WELL WATER SUPPLIES. THESE LOT OWNERS AGREE TO
HOOKUP TO PUBLIC WATER WHEN AVAILABLE.
2. THE REMAINING LOTS NUMBERED 109, 111, 112, 113, 115, 116, 117, 119,
120, 124, 125, 126, 128, AND 129 MAY NOT BE DEVELOPED UNTIL SUCH TIME
AS PUBLIC WATER IS AVAILABLE FOR IMMEDIATE CONNECTION.
3. PRIOR TO BEGINNING CONSTRUCTION ON ANY LOT IN THIS SUBDIVISION A
SEWAGE DISPOSAL SYSTEM CONSTRUCTION PERMIT MUST BE OBTAINED FROM THE
BRANCH-HILLSDALE-ST. JOSEPH DISTRICT HEALTH DEPARTMENT.
4. ALL LOT OWNERS AGREE TO HOOKUP TO PUBLIC SEWER WHEN AVAILABLE.

IN THE PRESENCE OF:

THE IROQUOIS DEVELOPMENT CORPORATION
P.O. BOX 129
THREE RIVERS, MICHIGAN 49093

Cathy A. Sexton
CATHY A. SEXTON, WITNESS

Merrill H. Armstrong
MERRILL H. ARMSTRONG, PRESIDENT

Jeanette A. Whitney
JEANETTE A. WHITNEY, WITNESS

Richard D. Verheul
RICHARD D. VERHEUL, VICE PRESIDENT

STATE OF MICHIGAN SS
ST. JOSEPH COUNTY

PERSONALLY CAME BEFORE ME THIS 8TH DAY OF FEBRUARY, 1979,
MERRILL H. ARMSTRONG, PRESIDENT, AND RICHARD D. VERHEUL, VICE PRESIDENT,
OF THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED
THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH PRESIDENT AND VICE
PRESIDENT OF SAID CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED THE
FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE FREE ACT AND DEED OF SAID
CORPORATION, BY ITS AUTHORITY.

NORMAN J. RIVERS
Notary Public, St. Joseph County, Mich.
My Commission Expires May 22, 1979

Norman J. Rivers
NORMAN J. RIVERS, NOTARY PUBLIC
ST. JOSEPH COUNTY, MICHIGAN
MY COMMISSION EXPIRES
MAY 22, 1979

THE ABOVE RESTRICTIONS AND ACCOMPANYING PLAT OF TAMARAC NO. 4 HAVE BEEN
REVIEWED AND APPROVED BY THE BRANCH-HILLSDALE-ST. JOSEPH DISTRICT HEALTH
DEPARTMENT ON 2-4, 1979.

PREPARED AND DRAFTED BY:

SAYERS & ASSOCIATES
ROBERT E. SAYERS, R.L.S. #7874
P.O. BOX 212
STURGIS, MICHIGAN 49091

A. Spencer Curtis, Jr., R.S.
A. SPENCER CURTIS, JR., R.S.
ENVIRONMENTAL HEALTH
BRANCH-HILLSDALE-ST. JOSEPH
DISTRICT HEALTH DEPARTMENT
CENTREVILLE, MICHIGAN 49032

JUL 3 10 01 AM '79

Patricia R. Whitman
REGISTER OF DEEDS
ST. JOSEPH COUNTY, MICH.

AMENDMENT TO
DECLARATION OF GENERAL COVENANTS, CONDITIONS AND
RESTRICTIONS FOR TAMARAC, TAMARAC NO. 2,
TAMARAC NO. 3 AND TAMARAC NO. 4

THIS AMENDED DECLARATION, made the 2nd day of July, 1979, by Iroquois Development Corporation, a Michigan Corporation, hereinafter referred to as Declarant;

WITNESSETH:

WHEREAS, Iroquois Development Corporation is the owner of certain premises in the Township of Lockport, St. Joseph County, Michigan and has executed a Declaration of General Covenants, Conditions and Restrictions for Tamarac, Tamarac No. 2, Tamarac No. 3, and Tamarac No. 4, which Declaration is dated November 29, 1973, executed December 17, 1973 and recorded December 20, 1973 in Liber 375 of Records, Page 632 of the records of the Register of Deeds for St. Joseph County, Michigan; and,

WHEREAS, it is desired that an amendment be made thereto;

NOW THEREFORE, Declarant hereby declares that said Declaration, as above set forth, shall be amended to read as follows:

"Declaration of General Covenants, Conditions and Restrictions for Tamarac, Tamarac No. 2, Tamarac No. 3, Tamarac No. 4 and Tamarac No. 5".

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hands and seals this 2nd day of July, 1979.

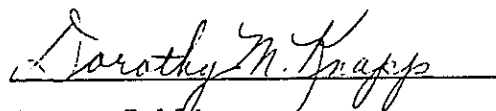
Cathy A. Sexton
Cathy A. Sexton
Jeanette A. Whitney
Jeanette A. Whitney

IROQUOIS DEVELOPMENT CORPORATION
By *Merrill H. Armstrong*
Merrill H. Armstrong, President
By *Norman J. Rivers*
Norman Rivers, Vice President

(SEAL)

STATE OF MICHIGAN)
 ss.
 COUNTY OF ST. JOSEPH)

On this 2nd day of July, 1979, before me, a Notary Public in and for said County, appeared Merrill H. Armstrong and Norman Rivers, to me personally known, who being by me duly sworn, did each for himself say that they are respectively the President and Vice-President of the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Merrill H. Armstrong, President and Norman Rivers, Vice-President acknowledged said instrument to be the free act and deed of said corporation.



Notary Public
 St. Joseph County, Michigan
 My Commission Exp. FOR DOROTHY M. KNAPP
NOTARY PUBLIC, ST. JOSEPH CO., MICH.
 MY COMMISSION EXPIRES - AUG. 3, 1981

RECORDED

LIBER 444 PAGE 898

JUL 3 10 01 AM '79

Ernie L. Mahan
REGISTER OF DEEDS
SOUTHERN CO. MICH.

CONDITIONS, COVENANTS AND RESTRICTIONS
OF
TAMARAC NO. 5

Iroquois Development Corporation, a Michigan Corporation, being the owner of all of the premises and lots contained in Tamarac No. 5, a recorded plat filed and of record in the Office of the Register of Deeds for St. Joseph County, Michigan, in Liber 6 of Plats, Pages 42, 43, 44 and 45, and desiring to create and establish certain conditions, covenants and restrictions to govern and control the use, occupancy, ownership and title of each and all of said lots contained in said plat as recorded, does impose upon and subject the title, use, occupancy and ownership of all of the lots contained in said plat as hereinafter set forth. (References to the "Board" and "Architectural Committee" refer to those of Tamarac Community Association, Inc.)

1. Architectural Control. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plans showing the location of said building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Merrill H. Armstrong, Richard D. Verheul and Norman J. Rivers, or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative or representatives with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications, a copy of which shall be delivered

to the owner or owners of the lot upon which the prospective improvements are contemplated prior to the beginning of such construction. No changes or deviations in and from such plans or specifications shall be made without the prior written consent of the Committee. The Committee shall not be responsible for any structural or other defects in such plans or specifications, or improvements erected according to such plans or specifications. Upon the death or resignation of any of the above named members of the Committee, the remaining member or members shall, by agreement, designate a successor member or members.

2. Residential Uses. All lots within the plat shall be used solely for residential purposes.

On all lots within this plat, not more than one single family dwelling unit, with suitable accessory buildings, such as garage or carport, shall be built on any lot. No garage or accessory buildings shall be used as living quarters, except for employees and bonafide guests, and such garage or accessory buildings, or basement, shall not be used or occupied as living quarters prior to the erection of the building.

Any structure commenced on any lot shall be completed within twelve (12) months of the commencement of construction.

3. Division of Lots. No lot within the plat shall be sold except as a whole, except that a lot may be divided and the parcels conveyed to adjacent owners, provided, however, that no dwelling units shall be permitted on a site smaller than the smaller of the lots from which such site shall be created. Specific setback lines are established by these restrictions as follows:

A. No dwelling, garage or accessory buildings shall be constructed within forty (40) feet from the front street lot line, within fifteen (15) feet from the rear lot line and within ten (10) feet from each side lot line.

4. Storage of Vehicles. All dwelling units shall be provided with a garage or covered carport for at least two automobiles unless otherwise specifically allowed by the Committee. No house trailer, habitable motor vehicle, boat or boat trailer, camper trailer or the like shall be placed or stored on any lot, except within an enclosed garage or carport, totally concealed from view from all portions of the properties, in all seasons of the year and in conformity with reasonable regulations established by the Committee. No truck or commercial vehicle shall be

stored or parked on any lot, except temporarily during construction or repair of the improvements on said lot, except temporarily during construction or repair of the improvements on said lot, except in a garage.

5. Pets. No horse, cattle, swine, goats, poultry or fowl, except caged birds, shall be kept on any lot, and no other animal shall be kept on any lot except household pets, which shall be confined or be on leash.

6. Business and Commercial Use of Property Prohibited. No trade, craft, business, profession, commercial or manufacturing enterprise, or business or commercial activity of any kind shall be conducted or carried on upon any lot within said plat, or within any building located on said plat, nor shall any goods, equipment, vehicles, including buses, trucks and trailers of any description, or materials or supplies used in connection with any trade, service or business, wherever the same may be conducted, or any vehicles in excess of 8,000 pounds gross weight, including buses, trucks and trailers of any description, used for private purposes, be kept, parked, stored, dismantled or repaired outside on any residential lot, or on any street within said plat, nor shall anything be done on any residential lot which may be or may become an annoyance or nuisance to the neighborhood.

7. Rubbish. No lot or tract shall be used or maintained for a dumping lot for rubbish. Trash, garbage and other waste shall not be burned in outside open incinerators, and shall be kept in sanitary containers. This does not prevent the burning of leaves in the fall. Yard rakings such as rocks, dirt and other materials, as a result of landscaping shall not be dumped in the public streets or ditches. The removal and disposal of all such materials shall be the sole responsibility of the individual lot owner. Should any individual lot owner or contract purchaser fail to remove any such trash, rubbish, garbage, yard rakings and other materials from his property or the street and ditches adjacent thereto within ten days following the date on which notice is mailed to him by Tamarac Community Association, Inc., informing him of such violation, then said corporation may have said trash removed and charge the expense of removal to said lot owner or purchaser. Any such charge shall become a continuing lien on the property, which shall bind the property in the hands of the then owner or contract purchaser, and his successors in interest. Such charge shall also be a personal obligation of the one who was the owner or contract purchaser of the lot involved on the date of removal.

8. Signs. No signs shall be erected or maintained on any residential lot in the tract, except that not more than one approved "For Sale" or "For Rent" sign placed by the builder or by a licensed real estate broker, not exceeding twenty-four (24) inches high and thirty (30) inches long may be displayed on any lot. No signs are to be posted by owners other than the original builders.

9. Fences. No fence, wall, hedge or mass planting other than foundation planting shall be permitted on the front lot line, and those on side lot lines shall not be higher than three (3) feet from the front street line to the minimum setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade of the back of said retaining wall, providing however that no fence, wall, hedge or mass planting shall at any time, where permitted, extend higher than six (6) feet above ground. Fences shall be well constructed of suitable fencing material and shall be artistic in design and shall not detract from the appearance of the dwelling house located upon the lot or building site, or be offensive to the owners or occupants of, or detract from the appearance of the dwelling houses located on the adjacent lots or buildings plots.

10. Utility Easements. An easement is reserved under and upon the exterior five (5) feet of front and rear boundary lines and under and upon the exterior two and one-half (2½) feet of side boundary lines of all lots for utility installation and maintenance of power, telephone, water, sewer, drainage, gas, etc. together with the right to enter upon the lots at all times for the purposes stated. Additional necessary public utilities and utility easements are reserved as shown on the recorded plat and others, as required, will also be recorded as will be necessary easements required by governmental subdivisions.

* 11. Floor Plan Minimums. On lots numbered 171-172, 188-189 and 191 through 198 inclusive, the ground floor area of the main structure, exclusive of open porches and garages, shall not be less than 1,200 sq. ft. for a one-story dwelling, nor less than 800 sq. ft. for the ground floor area of a two-story dwelling. The total finished living area of a Multi-Level Dwelling shall not be less than 1,500 sq. ft., exclusive of open porches and garages.

On lots numbered 163 through 170, and lots numbered 199 through 202, the ground floor area of the main structure, exclusive of open porches and garages, shall not be less than 1,300 sq. ft. for a one-story

*We amend to Floor Plan Minimums recorded December 4, 1979, Liber 451, Page 192.

dwelling, nor less than 850 sq. ft. for the ground floor area of a two-story dwelling. The total finished living area of a Multi-Level Dwelling shall not be less than 1,600 sq. ft., exclusive of open porches and garages.

On lots numbered 157 through 162, 173 through 176, 184 through 187, 190, 203 through 211, 213, 215, 217, 234, 235, the ground floor area of the main structure, exclusive of open porches and garages, shall not be less than 1,400 sq. ft. for a one-story dwelling, nor less than 900 sq. ft. for the ground floor area of a two-story dwelling. The total finished living area of a Multi-Level Dwelling shall not be less than 1,700 sq. ft., exclusive of open porches and garages.

On lots numbered 131 through 136, 145 through 156, and lots numbered 212, 214, 216, 218, the ground floor area of the main structure, exclusive of open porches and garages, shall not be less than 1,500 sq. ft. for a one-story dwelling nor less than 950 sq. ft. for the ground floor area of a two-story dwelling. The total finished living area of a Multi-Level Dwelling shall not be less than 1,800 sq. ft., exclusive of open porches and garages.

On lots numbered 137 through 144, 177 through 183, lots 226 through 233, and 219 through 225, the ground floor area of the main structure, exclusive of open porches and garages, shall not be less than 1,600 sq. ft. for a one-story dwelling, nor less than 1,000 sq. ft. for the ground floor of a two story dwelling. The total finished living area of a Multi-Level Dwelling shall not be less than 1,900 sq. ft., exclusive of open porches and garages.

12. Duration: Amendment. The covenants and restrictions of this declaration shall run with and bind the land for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first twenty (20) years by an instrument signed by owners of at least 90% of the dwelling units constructed on the premises within the plat and, thereafter, by an instrument signed by owners of at least 75% of the dwelling units within the plat.

13. Remedies for Violation: Invalidation. For a violation or breach of any of the reservations, covenants and restrictions herein set forth, Iroquois Development Corporation, a Michigan Corporation, or its successor in title, or any owner of premises within the plat, shall have the right to proceed at law or in equity to compel a compliance with the

terms hereof or to prevent or obtain damages for the violation or breach of any provision hereof. The failure of said corporation or any owner to enforce, or the failure to enforce promptly, any of the reservations, covenants or restrictions, shall not bar other or subsequent enforcement. The invalidation of any one or more of the reservations, covenants or restrictions herein set forth by any court of competent jurisdiction shall not affect any other reservation, covenant or restriction, but the same shall remain in full force and effect.

Dated:

Witnessed by:

IROQUOIS DEVELOPMENT CORP.

Cathy A. Sexton
Cathy A. Sexton

By: Merrill H. Armstrong
Merrill H. Armstrong, President

Jeanette A. Whitney
Jeanette A. Whitney

By: Norman J. Rivers
Norman J. Rivers, Vice-President

(SEAL)

STATE OF MICHIGAN)
County of St. Joseph) ss.

On this 2nd day of July, 1979, before me, a Notary Public in and for said County, appeared Merrill H. Armstrong and Norman J. Rivers, to me personally known, who being by me duly sworn, did each for himself say that they are respectively the President and Vice-President of the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said Merrill H. Armstrong, President and Norman J. Rivers, Vice-President, acknowledged said instrument to be the free act and deed of said corporation.

Sarah M. Knapp
Notary Public

St. Joseph County, Michigan
My Commission Exp. SEPTEMBER 15, 1981

NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 3, 1981

MAY 18 11 44 AM '79

Patricia K. Fishers
 REGISTERS OF DEEDS
 ST. JOSEPH CO. MICH.

RESTRICTIONS TO THE PLAT OF TAMARAC NO. 5, A SUBDIVISION SITUATED IN LOCKPOER TOWNSHIP, ST. JOSEPH COUNTY, MICHIGAN.

THE IROQUOIS DEVELOPMENT CORPORATION, A CORPORATION DULY ORGANIZED UNDER THE LAWS OF THE STATE OF MICHIGAN, BY NORMAN J. RIVERS, VICE PRESIDENT, AND RICHARD D. VERHEUL, VICE PRESIDENT, AS PROPRIETOR OF THE UNSOLD LOTS IN TAMARAC, A SUBDIVISION SITUATED IN THE NW 1/4 AND THE SW 1/4 OF SECTION 5, TOWN 6 SOUTH, RANGE 11 WEST, LOCKPORT TOWNSHIP, ST. JOSEPH COUNTY, MICHIGAN, DOES HEREBY IMPOSE AND SUBJECT THE TITLE, USE, OCCUPANCY, AND OWNERSHIP OF ALL LOTS IN SAID SUBDIVISION TO THE CONDITIONS, COVENANTS, AND RESTRICTIONS AS SET FORTH BELOW:

1. PRIOR TO BEGINNING CONSTRUCTION ON ANY LOT IN THIS SUBDIVISION A SEWAGE DISPOSAL SYSTEM CONSTRUCTION PERMIT MUST BE OBTAINED FROM THE BRANCH-HILLSDALE-ST. JOSEPH DISTRICT HEALTH DEPARTMENT.
2. ALL LOT OWNERS MUST AGREE TO HOOKUP TO MUNICIPAL WATER WHEN AVAILABLE.

IN THE PRESENCE OF

THE IROQUOIS DEVELOPMENT CORPORATION
 P.O. BOX 129
 THREE RIVERS, MICHIGAN 49093

Helen S. Greene

HELEN S. GREENE,

WITNESS

Norman J. Rivers

NORMAN J. RIVERS, VICE PRESIDENT

Jeannette A. Whitney

JEANNETTE A. WHITNEY,

WITNESS

Richard D. Verheul

RICHARD D. VERHEUL, VICE PRESIDENT

STATE OF MICHIGAN₅₃
 ST. JOSEPH COUNTY

PERSONALLY CAME BEFORE ME THIS 2nd DAY OF April, 1979, NORMAN J. RIVERS, VICE PRESIDENT, AND RICHARD D. VERHEUL, VICE PRESIDENT, OF THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH VICE PRESIDENTS OF SAID CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE FREE ACT AND DEED OF SAID CORPORATION, BY ITS AUTHORITY.

Nancy C. Fisher

NANCY C. FISHER, NOTARY PUBLIC
 ST. JOSEPH COUNTY, MICHIGAN
 MY COMMISSION EXPIRES

July 18, 1982

THE ABOVE RESTRICIONS AND ACCOMPANYING PLAT OF TAMARAC NO. 5 HAVE BEEN REVIEWED AND APPROVED BY THE BRANCH-HILLSDALE-ST. JOSEPH DISTRICT HEALTH DEPARTMENT ON April 11, 1979.

DRAFTED AND PREPARED BY:

SAYERS & ASSOCIATES
 ROBERT E. SAYERS, R.L.S. NO. 7874
 P.O. BOX 212
 STURGIS, MICHIGAN 49091

A. Spencer Curtis, Jr. R.S.
 A. SPENCER CURTIS, JR., R.S.
 ENVIRONMENTAL HEALTH
 BRANCH-HILLSDALE-ST. JOSEPH
 DISTRICT HEALTH DEPARTMENT
 CENTREVILLE, MICHIGAN 49032

AUG 1 4 41 PM '79

AMENDMENT TO
DECLARATION OF GENERAL COVENANTS, CONDITIONS AND
RESTRICTIONS FOR TAMARAC, TAMARAC NO. 2,
TAMARAC NO. 3, TAMARAC NO. 4 AND TAMARAC NO. 5

Patricia T. Nelson
REGISTER OF DEEDS
ST. JOSEPH CO. MICH.

THIS AMENDED DECLARATION, made the 1st day of August, 1979,
by Iroquois Development Corporation, a Michigan Corporation, hereinafter referred
to as Declarant;

WITNESSETH:

WHEREAS, Iroquois Development Corporation is the owner of certain premises
in the Township of Lockport, St. Joseph County, Michigan and has executed a
Declaration of General Covenants, Conditions and Restrictions for Tamarac,
Tamarac No. 2, Tamarac No. 3, and Tamarac No. 4, which Declaration is dated
November 29, 1973, executed December 17, 1973 and recorded December 20, 1973
in Liber 375 of Records, Page 632 of the records of the Register of Deeds for
St. Joseph County, Michigan; and,

WHEREAS, it is desired that an amendment be made thereto;

NOW THEREFORE, Declarant hereby declares that said Declaration, as above
set forth, shall be amended to read as follows: "Declaration of General
Covenants, Conditions and Restrictions for Tamarac, Tamarac No. 2, Tamarac No. 3,
Tamarac No. 4, Tamarac No. 5 and Tamarac No. 6".

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have
hereunto set their hands and seals this 1st day of August, 1979.

IROQUOIS DEVELOPMENT CORPORATION

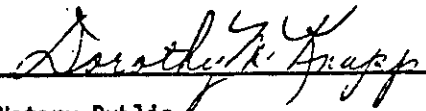
Jeanette A. Whitney
Jeanette A. Whitney
Cathy A. Sexton
Cathy A. Sexton

By: *Richard D. Verheul*
Richard D. Verheul, Vice President
By: *Norman J. Rivers*
Norman J. Rivers, Vice President



STATE OF MICHIGAN)
 ss.
County of St. Joseph)

On this 1st day of August, 1979, before me, a Notary Public in and for said County, appeared Richard D. Verheul and Norman J. Rivers, to me personally known, who being by me duly sworn, did each for himself say that they are a Vice President of the Corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Richard D. Verheul, Vice President, and Norman J. Rivers, Vice President, acknowledged said instrument to be the free act and deed of said corporation.



Notary Public
St. Joseph County, Michigan
My Commission Expires May 12, 1982
NOTARY PUBLIC, ST. JOSEPH CO., MICH.
MY COMMISSION EXPIRES MAY 12, 1982

AUG 1 4 42 PM '79

CONDITIONS, COVENANTS AND RESTRICTIONS
OF
TAMARAC NO. 6

William A. Holman
REGISTER OF DEEDS
ST. JOSEPH CO. MICH.

Iroquois Development Corporation, a Michigan Corporation, being the owner of all of the premises and lots contained in Tamarac No. 6, a recorded plat filed and of record in the Office of the Register of Deeds for St. Joseph County, Michigan, in Liber 6 of Plats, Pages 51 and 52, and desiring to create and establish certain conditions, covenants and restrictions to govern and control the use, occupancy, ownership and title of each and all of said lots contained in said plat as recorded, does impose upon and subject the title, use, occupancy and ownership of all of the lots contained in said plat as hereinafter set forth. (References to the "Board" and "Architectural Committee" refer to those of Tamarac Community Association, Inc.)

1. Architectural Control. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plans showing the location of said building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Merrill H. Armstrong, Richard D. Verheul and Norman J. Rivers, or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative or representatives with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin

the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications, a copy of which shall be delivered to the owner or owners of the lot upon which the prospective improvements are contemplated prior to the beginning of such construction. No changes or deviations in and from such plans or specifications shall be made without the prior written consent of the Committee. The Committee shall not be responsible for any structural or other defects in such plans or specifications, or improvements erected according to such plans or specifications. Upon the death or resignation of any of the above named members of the Committee, the remaining member or members shall, by agreement, designate a successor member or members.

2. Residential Uses. All lots within the plat shall be used solely for residential purposes.

On all lots within this plat, not more than one single family dwelling unit, with suitable accessory buildings, such as garage or carport, shall be built on any lot. No garage or accessory buildings shall be used as living quarters, except for employees and bonafide guests, and such garage or accessory buildings, or basement, shall not be used or occupied as living quarters prior to the erection of the building.

Any structure commenced on any lot shall be completed within twelve (12) months of the commencement of construction.

3. Division of Lots. No lot within the plat shall be sold except as a whole, except that a lot may be divided and the parcels conveyed to adjacent owners, provided, however, that no dwelling units shall be permitted on a site smaller than the smaller of the lots from which such site shall be created. Specific setback lines are established by these restrictions as follows:

A. No dwelling, garage or accessory buildings shall be constructed within forty (40) feet from the front street lot line, within fifteen (15) feet from the rear lot line and within ten (10) feet from each side lot line.

4. Storage of Vehicles. All dwelling units shall be provided with a garage or covered carport for at least two automobiles unless otherwise specifically allowed by the Committee. No house trailer, habitable motor vehicle, boat or boat trailer, camper trailer or the like shall be placed or stored on any lot, except within an enclosed garage or carport, totally concealed from view from all portions of the properties, in all seasons of the year and in conformity with reasonable regulations established by the Committee. No truck or commercial vehicle shall be stored or parked on any lot, except temporarily during construction or repair of the improvements on said lot, except temporarily during construction or repair of the improvements on said lot, except in a garage.

5. Pets. No horse, cattle, swine, goats, poultry or fowl, except caged birds, shall be kept on any lot, and no other animal shall be kept on any lot except household pets, which shall be confined or be on leash.

6. Business and Commercial Use of Property Prohibited. No trade, craft, business, profession, commercial or manufacturing enterprise, or business or commercial activity of any kind shall be conducted or carried on upon any lot within said plat, or within any building located on said plat, nor shall any goods, equipment, vehicles, including buses, trucks and trailers of any description, or materials or supplies used in connection with any trade, service or business, wherever the same may be conducted, or any vehicles in excess of 8,000 pounds gross weight, including buses, trucks and trailers of any description, used for private purposes, be kept, parked, stored, dismantled or repaired outside on any residential lot, or on any street within said plat, nor shall anything be done on any residential lot which may be or may become an annoyance or nuisance to the neighborhood.

7. Rubbish. No lot or tract shall be used or maintained for a dumping lot for rubbish. Trash, garbage, and other waste shall not be burned in outside open incinerators, and shall be kept in sanitary containers. This does not prevent the burning of leaves in the fall. Yard rakings such as rocks, dirt and other materials, as a result of landscaping shall not be dumped in the public streets or ditches. The removal and disposal of all such materials shall be the sole respon-

sibility of the individual lot owner. Should any individual lot owner or contract purchaser fail to remove any such trash, rubbish, garbage, yard rakings and other materials from his property or the street and ditches adjacent thereto within ten days following the date on which notice is mailed to him by Tamarac Community Association, Inc., informing him of such violation, then said corporation may have said trash removed and charge the expense of removal to said lot owner or purchaser. Any such charge shall become a continuing lien on the property, which shall bind the property in the hands of the then owner or contract purchaser, and his successors in interest. Such charge shall also be a personal obligation of the one who was the owner or contract purchaser of the lot involved on the date of removal.

8. Signs. No signs shall be erected or maintained on any residential lot in the tract, except that not more than one approved "For Sale" or "For Rent" sign placed by the builder or by a licensed real estate broker, not exceeding twenty-four (24) inches high and thirty (30) inches long may be displayed on any lot. No signs are to be posted by owners other than the original builders.

9. Fences. No fence, wall, hedge or mass planting other than foundation planting shall be permitted on the front lot line, and those on side lot lines shall not be higher than three (3) feet from the front street line to the minimum setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade of the back of said retaining wall, providing however that no fence, wall, hedge or mass planting shall at any time, where permitted, extend higher than six (6) feet above ground. Fences shall be well constructed of suitable fencing material and shall be artistic in design and shall not detract from the appearance of the dwelling house located upon the lot or building site, or be offensive to the owners or occupants of, or detract from the appearance of the dwelling houses located on the adjacent lots or buildings plots.

10. Utility Easements. An easement is reserved under and upon the exterior five (5) feet of front and rear boundary lines and under and upon the exterior two and one-half (2-1/2) feet of side boundary lines of all lots for utility installation and maintenance of power, telephone, water, sewer, drainage, gas, etc. together with

the right to enter upon the lots at all times for the purposes stated. Additional necessary public utilities and utility easements are reserved as shown on the recorded plat and others, as required, will also be recorded as will be necessary easements required by governmental subdivisions.

11. Floor Plan Minimums. On lots numbered 236 through 289 inclusive, the ground floor area of the main structure, exclusive of open porches and garages, shall not be less than 1,050 sq. ft. for a one-story dwelling, nor less than 675 sq. ft. for the ground floor area of a two-story dwelling. The total finished living area of a Multi-Level Dwelling shall not be less than 1,300 sq. ft. exclusive of open porches and garages.

12. Duration: Amendment. The covenants and restrictions of this declaration shall run with and bind the land for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first twenty (20) years by an instrument signed by owners of at least 90% of the dwelling units constructed on the premises within the plat and, thereafter, by an instrument signed by owners of at least 75% of the dwelling units within the plat.

13. Remedies for Violation: Invalidation. For a violation or breach of any of the reservations, covenants and restrictions herein set forth, Iroquois Development Corporation, a Michigan Corporation, or its successor in title, or any owner of premises within the plat, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent or obtain damages for the violation or breach of any provision hereof. The failure of said corporation or any owner to enforce, or the failure to enforce promptly, any of the reservations, covenants or restrictions, shall not bar other or subsequent enforcement. The invalidation of any one or more of the reservations, covenants or restrictions herein set forth by any court of competent jurisdiction shall not affect any other reservation, covenant or restriction, but the same shall remain in full force and effect.

LIBER 446 PAGE 77

Dated: August 1, 1979

Witnessed by:

Jeanette A. Whitney
Jeanette A. Whitney

Cathy A. Sexton
Cathy A. Sexton

IROQUOIS DEVELOPMENT CORPORATION

By: Richard D. Verheul
Richard D. Verheul, Vice President

By: Norman J. Rivers
Norman J. Rivers, Vice President

(SEAL)

STATE OF MICHIGAN)
County of St. Joseph) ss.

On this 1st day of August, 1979, before me, a Notary Public in and for said County, appeared Richard D. Verheul and Norman J. Rivers, to me personally known, who being by me duly sworn, did each for himself say that they are a Vice President of the Corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Richard D. Verheul, Vice President, and Norman J. Rivers, Vice President, acknowledged said instrument to be the free act and deed of said corporation.

Dorothy M. Krapp

Notary Public
St. Joseph County, Michigan
My Commission Expires: _____
NOTARY PUBLIC, ST. JOSEPH COUNTY, MI.
MY COMMISSION EXPIRES 12/31/81

JUL 30 4 21 PM '79
RECORDED - 79 - 003.COMC.A

LIBER 445 PAGE 965

Patricia R. Whitman
REGISTER OF DEEDS
ST. JOSEPH CO. MICH.

RESTRICTIONS TO THE PLAT OF TAMARAC NO. 6, A SUBDIVISION SITUATED IN
LOCKPORT TOWNSHIP, ST. JOSEPH COUNTY, MICHIGAN.

THE IROQUOIS DEVELOPMENT CORPORATION, A CORPORATION DULY ORGANIZED UNDER
THE LAWS OF THE STATE OF MICHIGAN, BY MERRILL H. ARMSTRONG, PRESIDENT, AND
NORMAN J. RIVERS, VICE PRESIDENT, AS PROPRIETOR OF THE UNSOLD LOTS
IN TAMARAC NO. 6, A SUBDIVISION SITUATED IN THE WEST 1/2 OF THW SW 1/4 OF
SECTION 5, TOWN 6 SOUTH, RANGE 11 WEST, LOCKPORT TOWNSHIP, ST. JOSEPH
COUNTY, MICHIGAN, DOES HEREBY IMPOSE AND SUBJECT THE TITLE, USE, OCCUPANCY,
AND OWNERSHIP OF ALL LOTS IN SAID SUBDIVISION TO THE CONDITIONS, COVENANTS,
AND RESTRICTIONS AS SET FORTH BELOW:

1. A SEWAGE DISPOSAL CONSTRUCTION PERMIT MUST BE OBTAINED FROM THE BRANCH-
HILLSDALE-ST. JOSEPH DISTRICT HEALTH DEPARTMENT PRIOR TO BEGINNING
CONSTRUCTION ON ANY LOT IN THE SUBDIVISION.
2. LOT OWNERS AGREE TO HOOK-UP TO MUNICIPAL SEWER WHEN AVAILABLE.

IN THE PRESENCE OF

THE IROQUOIS DEVELOPMENT CORPORATION
P.O. BOX 129
THREE RIVERS, MICHIGAN 49093

R.E. Sayers
R.E. SAYERS, WITNESS

Norman J. Rivers
NORMAN J. RIVERS, VICE PRESIDENT

Nancy C. Fisher
NANCY C. FISHER, WITNESS

Merrill H. Armstrong
MERRILL H. ARMSTRONG, PRESIDENT

STATE OF MICHIGAN
ST. JOSEPH COUNTY^{SS}

PERSONALLY CAME BEFORE ME THIS 23rd DAY OF May, 1979, MERRILL H.
ARMSTRONG, PRESIDENT, AND NORMAN J. RIVERS, VICE PRESIDENT, OF
THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED
THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO SUCH PRESIDENT AND VICE PRESIDENT
OF SAID CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING
INSTRUMENT AS SUCH OFFICERS AS THE FREE ACT AND DEED OF SAID CORPORATION
BY ITS AUTHORITY.

Nancy C. Fisher
NANCY C. FISHER, NOTARY PUBLIC,
ST. JOSEPH COUNTY, MICHIGAN
MY COMMISSION EXPIRES

July 18, 1982

THE ABOVE RESTRICTIONS AND ACCOMPANYING PLAT OF TAMARAC NO. 6 HAVE BEEN
REVIEWED AND APPROVED BY THE BRANCH-HILLSDALE-ST. JOSEPH DISTRICT HEALTH
DEPARTMENT ON May 24, 1979.

DRAFTED AND PREPARED BY:

SAYERS & ASSOCIATES
ROBERT E. SAYERS, R.L.S. NO. 7874
P.O. BOX 212
STURGIS, MICHIGAN 49091

A. Spencer Curtis Jr. R.S.
A. SPENCER CURTIS, JR., R.S.
ENVIRONMENTAL HEALTH
BRANCH-HILLSDALE-ST. JOSEPH
DISTRICT HEALTH DEPARTMENT
CENTREVILLE, MICHIGAN 49032

AMENDMENT TO
CONDITIONS, COVENANTS AND RESTRICTIONS
OF
TAMARAC NO. 5

DEC 4 1 45 PM '79

Christine T. Halonen
REGISTER OF DEEDS
ST. JOSEPH CO. MICH.

This Amended Declaration, made the 3rd day of December, 1979, by Iroquois Development Corporation, a Michigan Corporation, hereinafter referred to as Declarant;

WITNESSETH:

WHEREAS, Iroquois Development Corporation, being the owner of all of the premises and lots contained in Tamarac No. 5, a recorded plat filed and of record in the Office of the Register of Deeds for St. Joseph County, Michigan, in Liber 6 of Plats, Pages 42, 43, 44 and 45, and,

WHEREAS, Iroquois Development Corporation has executed a Declaration of Conditions, Covenants and Restrictions of Tamarac No. 5, which Declaration is dated July 2, 1979 and recorded July 3, 1979, in Liber 444 of Records, Pages 898, 899, 900, 901, 902 and 903 of the records of the Register of Deeds for St. Joseph County, Michigan, and,

WHEREAS, It is desired that an amendment be made thereto;

NOW THEREFORE, Declarant hereby declares that said Declaration, as set forth in Liber 444, Page 901, with reference to Item 11, "Floor Plan Minimums", shall be amended to read as follows:

On lots numbered 163 through 170, and lots numbered 193 through 202, the ground floor area of the main structure, exclusive of open porches and garages, shall not be less than 1,300 sq. ft. for a one-story dwelling, nor less than 850 sq. ft. for the ground floor area of a two-story dwelling. The total finished living area of a Multi-Level Dwelling shall not be less than 1,550 sq. ft., exclusive of open porches and garages.

On lots numbered 157 through 162, 171 through 175, 185 through 188, 191, 192, 203 through 216, 235, the ground floor area of the main structure, exclusive of open porches and garages, shall not be less than 1,600 sq. ft. for a one-story dwelling, nor less than 950 sq. ft. for the ground floor area of a two-story dwelling. The total finished living area of a Multi-Level Dwelling shall not be less than 1,800 sq. ft., exclusive of open porches and garages.

On lots numbered 131 through 137, 145 through 156, and lots numbered 176, 177, 183, 184, 189, 190, 217 through 220, 233, 234, the ground floor area of the main structure, exclusive of open porches and garages, shall not be less than 1,800 sq. ft. for a one-story dwelling nor less than 1,000 sq. ft. for the ground floor area of a two-story dwelling. The total finished living area of a Multi-Level Dwelling shall not be less than 2,000 sq. ft., exclusive of open porches and garages.

On lots numbered 138 through 144, 178 through 182, lots 221 through 232, the ground floor area of the main structure, exclusive of open porches and garages, shall not be less than 2,000 sq. ft. for a one-story dwelling, nor less than 1,200 sq. ft. for the ground floor area of a two-story dwelling. The total finished living area of a Multi-Level Dwelling shall not be less than 2,200 sq. ft., exclusive of open porches and garages.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hands and seals this 3rd day of December, 1979.

IROQUOIS DEVELOPMENT CORPORATION

Helen S. Greene
Helen S. Greene

By: Merrill H. Armstrong
Merrill H. Armstrong, President

Jeanette A. Whitney
Jeanette A. Whitney

By: Norman J. Rivers
Norman J. Rivers, Vice President

(SEAL)

State of Michigan)
County of St. Joseph) ss.

On this 3rd day of December, 1979, before me, a Notary Public in and for said County, appeared Merrill H. Armstrong and Norman J. Rivers, to me personally known, who being by me duly sworn, did each for himself say that they are respectively the President and Vice-President of the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Merrill H. Armstrong, President, and Norman J. Rivers, Vice-President; acknowledged said instrument to be the free act and deed of said corporation.

Dorothy M. Knapp
Dorothy M. Knapp
Notary Public
St. Joseph County, Michigan
My Commission Expires DOROTHY M. KNAPP

NOTARY PUBLIC, ST. JOSEPH CO. MICH.
MY COMMISSION EXPIRES AUG. 3, 1981

