

Tamarac Community Association, Inc., a Michigan non-profit corporation, by the acceptance of a conveyance of the common areas, covenants to maintain the same in good condition in accordance with the purposes stated in this declaration.

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 proper-

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

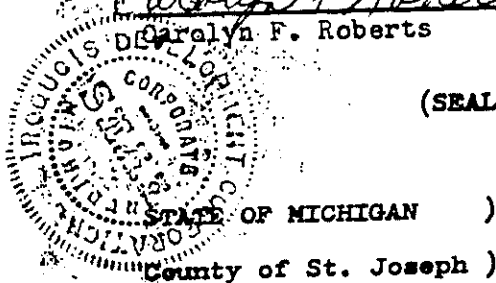
Jeanette A. Whitney
Jeanette A. Whitney

By Richard D. Verheul
Richard D. Verheul, President

Carolyn F. Roberts
Carolyn F. Roberts

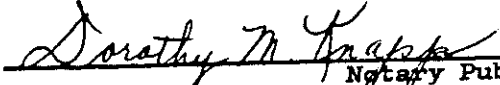
By Barbara I. Armstrong
Barbara I. Armstrong, Secretary

(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, Knapf
My Commission Exp. ~~NO ANY MORE~~ ~~NO ANY MORE~~
MY COMMISSION EXPIRES AUG. 3, 1977

Prepared By: Leonard J. Weiner
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Three Rivers, Michigan 49093