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2022-010797
BARBARA D. HURLESS
BARRY COUNTY, MI
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2022-010797
BARRY MI
BARBARA D. HURLESS
REGISTER OF DEEDS

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I hereby certify that this instrument was RECEIVED and
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OFFICIAL PUBLIC RECORDS of the REGISTER OF
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Barbara D Hurless

Barbara Hurless, Register
Register of Deeds
Barry County Michigan

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FIRST AMENDMENT TO THE BYLAWS OF

LAKE DOSTER LAKE ASSOCIATION

(A Michigan nonprofit corporation)

ARTICLE I – RESIDENT AGENT AND REGISTERED OFFICES

Section 1.1 Resident Agent. The resident agent of the Lake Doster Lake Association (the "Association") shall be the President of the LDLA Board of Directors as registered in the State of Michigan.

Section 1.2 Registered Office. The registered office of the Association shall be PO Box 125 Plainwell, Michigan 49080.

Section 1.3 Business Offices. The Association may have business offices at such places as the Board of Directors may determine.

ARTICLE II - MEMBERS

Section 2.1 Initial Members. The persons selected as the initial Board of Directors of the Association shall be the Initial Members of the Association.

Section 2.2 Members. The owners of the lands described in Article VIII to the Association's Articles of Incorporation, as amended, shall become Members of the Association upon the payment of the Membership Fee established by the incorporator and/or the Board of Directors and such further assessments and dues as shall be established by the Board of Directors from time to time, and by acknowledging their desire to be Members by executing and recording an Application for Membership and Statement of Declarations in the form established by the incorporator and/or the Board of Directors (the "Declaration") confirming such owner's agreement to subject their Eligible Parcel(s) (as defined below in Section 2.3) to the terms of these Bylaws, the Association's Articles of Incorporation and all other Association rules and regulations, as amended from time to time. All Members shall be subject to the terms and provisions of these Bylaws, the Articles of Incorporation and any other existing or future Association actions, rules and regulations and/or amendments to the foregoing. Upon the recording of the Declaration by an owner of an Eligible Parcel, the Initial Members shall cease to be Initial Members, but may remain initial Board Members until the first annual meeting of Members. The Lake Doster Development Company ("Developer") shall not be considered a Member; provided however, that all purchasers and assignees of Developer of portions of the lands described on attached Exhibit "B" ("Developer Lands") shall be Members.

Section 2.3 Eligible Parcel. Each of the following shall constitute an "Eligible Parcel" for the purposes of these Bylaws:

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(a) One platted or unplatted parcel within the lands described in Article VIII to the Association's Articles of Incorporation that remains undeveloped or contains one residence.

(b) Multiple contiguous platted or unplatted parcels within the lands described in Article VIII to the Association's Articles of Incorporation that are under common ownership and that remain undeveloped or contain one residence.

The owner of an Eligible Parcel, upon meeting the requirements of Section 2.2 above, shall enjoy all rights of, and be obligated by all responsibilities relating to, Membership in the Association for each Eligible Parcel against which a Declaration is recorded. In the event an Eligible Parcel is divided or split subsequent to the recording of the Declaration relating to such Eligible Parcel, the resulting parcels shall each be considered an Eligible Parcel without the necessity of recording additional Declaration(s). The Board of Directors, in its discretion, may waive Annual Maintenance Fees and/or some or all of the Special Assessments against any Eligible Parcel that is undeveloped and that is not occupied or used to access the Association Property (as defined in Section 6.2 below) upon the request of the owner of such Eligible Parcel. In the event the Board waives the Annual Maintenance Fees and/or Special Assessments as provided herein, the Eligible Parcel and the owner thereof shall remain subject to all of the other terms and restrictions contained in these Bylaws, the Declaration and any rules and regulations adopted by the Association from time to time and all voting rights relating to such Eligible Parcel shall be relinquished for so long as the Annual Maintenance Fees and/or Special Assessments are waived. The Board of Directors shall have the right to rescind any waiver granted hereunder at any time and upon such rescission, the voting rights relating to the Eligible Parcel shall be restored.

Section 2.4 Membership. Membership in the Association is, and shall be, appurtenant to, and may not be separated from, ownership of any Eligible Parcel. Notwithstanding the foregoing, the termination of any person's ownership interest in any Eligible Parcel, and the consequent termination of such person's membership in the Association, shall not relieve such person from any debt or obligation attributable to such Eligible Parcel which accrued or arose during the period such person was an owner of such Eligible Parcel.

Section 2.5 Place of Meeting. All meetings of the Members of the Association shall be held at such locations as may be determined from time to time by the Board of Directors.

Section 2.6 Annual Meeting of the Members. The annual meeting of the Members, for the purpose of electing Directors to serve on the Board of Directors and for the transaction of other business that may properly come before the meeting, shall be held on the 15th day of May of each year if not a Saturday, Sunday or legal holiday, and if a Saturday, Sunday or legal holiday, then on the next business day following. This meeting shall be held at a time and place designated by the Association's Board of

Directors with proper written or printed notice. If the annual meeting is not held on the date designated therefor, the Board of Directors shall cause the meeting to be held as soon thereafter as convenient. The first annual meeting of the members will be held in 2007.

Section 2.7 Notice of Meeting of Members. Except as otherwise provided in the Michigan Nonprofit Corporation Act (the "Act"), written notice of the time, place and purpose of a meeting of the Members shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally, by electronic mail or by United States mail, to each Member of record entitled to vote at the meeting. If a purpose of a meeting of Members is to vote upon an amendment to the Association's Articles of Incorporation, then the notice of the meeting shall be sent within the time limits specified by the Act and shall conform to the requirements specified in the Act. A notice shall be deemed to be given at the time when the notice is personally served, electronically mailed or deposited with postage prepaid in a post office or official depository under the exclusive care and custody of the United States Postal Service. If a notice is given by mail to a Member, it shall be mailed, except as otherwise provided by law, to the person to whom it is directed at the address designated by that person for that purpose or, if none is designated, at that person's last known address. A mailing shall be registered, certified or other form of first class mail except where otherwise provided by law. If a notice is given by electronic mail to a Member, it shall be sent, except as otherwise provided by law, to the person to whom it is directed at the electronic mail address designated by that person for that purpose; if none is designated, notice shall not be given by electronic mail.

When a meeting is adjourned prior to completion of all business for such meeting, a notice of the time and place of the completion of the adjourned meeting shall be given to each Member of record on the new record date entitled to vote at such meeting.

Section 2.8 List of Members Entitled to Vote. The Secretary of the Association shall make and certify a complete list of Members entitled to vote at a meeting and have this available at any Members' meeting or any adjournment thereof. The list shall: (a) Be arranged alphabetically, with the address of each Member.

- (b) Be produced at the time and place of the meeting.
- (c) Be subject to inspection by any Member during the whole time of the meeting.
- (d) Be prima facie evidence as to who are the Members entitled to examine the list or to vote at the meeting.

Section 2.9 Inspectors of Election. The Board of Directors, in advance of a Members' meeting, may appoint one (1) or more inspectors of election to act at the meeting or any adjournment thereof. If inspectors are not so appointed, the person

presiding at a Members' meeting may, and on request of a Member entitled to vote thereat shall, appoint one (1) or more inspectors. In case a person appointed fails to appear or act, the vacancy may be filled by appointment made by the Board of Directors in advance of the meeting or at the meeting by the person presiding thereat. The inspectors shall determine the number of Members eligible to vote, the Members represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes, questions arising in connection with the right to vote, count and tabulate votes, ballots or consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all Members. On request of the person presiding at the meeting or a Member entitled to vote thereat, the inspectors shall make and execute a written report to the person presiding at the meeting.

Section 2.10 Special Meeting of Members. A special meeting of Members may be called at any time by the President of the Association or by a majority of the Board of Directors then in office, or by not less than twenty percent (20%) of the Members entitled to vote at such special meeting. The method by which such meeting may be called is as follows: Upon receipt of a specification in writing setting forth the date and objects of such proposed special meeting, signed by the President, or by a majority of the Members of the Board of Directors then in office, or by Members as above provided, the Secretary of the Association shall prepare, sign and distribute the notices requisite to such meeting. Notice of the special meeting shall be given within the time required by Section 2.7 above.

Section 2.11 Quorum of Members. Unless a greater or lesser Member quorum is provided in the Articles of Incorporation, in a By-Law adopted by the Members, or in the Act, at any meeting of Members, the presence in person or by proxy of twenty (20%) percent of the Members entitled to vote shall constitute a quorum. The Members present at a meeting in person or by proxy may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. Whether or not a quorum is present, a meeting of Members may be adjourned by a vote of the Members present in person or by proxy.

Section 2.12 Vote of Members. The right of Members to vote at meetings of the Association shall be determined in accordance with these Bylaws. Each Member entitled to vote at a meeting is entitled to one (1) vote for each Eligible Parcel owned for which full assessments are paid and is entitled to one (1) vote for each such Eligible Parcel owned on each matter submitted to a vote. A vote of the Members may be cast in-person, ballot, absentee, or by electronic voting (including email, application, or program) as determined by the Board no later than 10 days prior to the meeting. In the event a Member is comprised of a husband and wife or multiple people, any one of such persons may vote on behalf of the Member unless notice of a specific designated representative is filed with the Association, in which case only the specified individual may vote on behalf of the Member. In the event a Member is comprised of a Trust, the Trustee of the Trust may vote on behalf of the Member; likewise, if a Member is

comprised of one or more firms, partnerships, associations or other entities, only an authorized party of such entity or entities may vote on behalf of the Member.

A Member entitled to vote at a meeting of Members, or to express consent or dissent to proposed action to be taken without a meeting, may authorize another person to act for him or her by proxy. If the authorized person is a non-member, they are allowed to submit one proxy only. A proxy shall be signed by the Member or his or her authorized agent or representative, and shall not be valid after the expiration of three years from its date unless otherwise provided in the proxy. A proxy may be revocable or irrevocable, subject to the laws of the State of Michigan.

Except as otherwise required by these Bylaws or by law, when an action, other than the election of Directors, is to be taken by vote of the Members, it shall be authorized by a majority of the votes cast, in person or by proxy, by Members entitled to vote thereon. Directors shall be elected pursuant to the procedure set forth in Article III below.

Section 2.13 Record Date for Determination of Members. For the purpose of determining Members entitled to notice of and to vote at a meeting of Members or an adjournment thereof, or to express consent or to dissent from a proposal without a meeting, or for the purpose of determining Members entitled to allotment of a right, or for the purpose of any other action, the Board of Directors may fix, in advance, a date as the record date for any such determination of Members. The date shall not be more than sixty (60) nor less than ten (10) days before the date of the meeting, nor more than sixty (60) days before any other action. If a record date is not fixed (a) the record date for determination of Members entitled to notice of or to vote at a meeting of Members shall be the close of business on the day next preceding the day on which notice is given, or if no notice is given, the day next preceding the day on which the meeting is held, and (b) the record date for determining Members for any purpose other than that specified in subdivision (a) shall be the close of business on the day on which the resolution of the Board relating thereto is adopted. When a determination of Members of record entitled to notice of or to vote at a meeting of Members has been made as provided in this Section, the determination applies to any adjournment of the meeting, unless the Board of Directors fixes a new record date under this Section for the adjourned meeting.

Section 2.14 Member Resignation. Resignation shall occur when the Member is no longer the record owner of a fee or undivided interest in any Eligible Parcel.

ARTICLE III - BOARD OF DIRECTORS

Section 3.1 Functions. Except as specifically provided in the Association's Articles of Incorporation or these Bylaws, all rights, powers, duties and responsibilities relative to the management, governance, and oversight of the Association's property, activities and affairs are vested in the Board of Directors. In addition to the power and authority expressly conferred upon it by these Bylaws and the Articles of Incorporation, the Board of Directors may take any lawful action on behalf of the Association which is

not by law or by the Articles of Incorporation or by these Bylaws required to be taken by some other party.

The Directors shall have the right to select, hire and fire Officers and such other persons, for the Association who shall be responsible for the Association's day-to-day operations. Directors may themselves serve as Officers of the Association. The Directors shall also be permitted to retain the services of a management agent to aid them in administering and carrying out the purposes of the Association, and may utilize a portion of the Association assessments to pay such management agent a fee deemed reasonable by the Board of Directors.

Section 3.2 Board of Directors Number, Selection and Term. The number of Directors which shall constitute the whole Board shall be five (5). The Members may increase or decrease the number of Directors at any meeting of the Members and the Members may fill the vacancy caused by an increase in the number of Directors. The initial Board of Directors shall hold office until the first annual meeting of Members and all subsequently elected Directors shall serve for two (2) year terms, with the exception of the first elected Board. At the first annual meeting, the Members shall elect a Board comprised of two (2) Directors serving for one (1) year terms and three (3) Directors serving for two (2) year terms. The terms served by each individual Director on the first Board shall be determined by the number of votes cast in their favor; the three (3) elected Directors receiving the highest number of votes will serve two (2) year terms. A Director shall hold office for the term for which he or she is elected and until his or her successor is elected and qualified, or until his or her resignation or removal. Directors may serve continuous terms. All Directors shall be Members of the Association or shall be listed as Trustee of their personal estate of which an Eligible Parcel is included.

Section 3.3 Meetings of the Board of Directors.

(a) The Board of Directors may set the time and place for regular meetings of the Board as is necessary to conduct the business of the Association.

(b) The annual meeting of the Board of Directors of the Association shall be held at the same place as and immediately following the annual meeting of Members in each year.

(c) Special meetings of the Board of Directors may be called by the Secretary of the Association upon the request of the Members, in accordance with Section 2.10, the President or one (1) of the Directors.

(d) Meetings of the Board of Directors shall be held at any place or places that are convenient to the Directors.

Section 3.4 Notice of Board Meetings. The annual meeting of the Board of Directors shall be held without other notice than this Bylaw. Special Board meetings

shall be held pursuant to notice of the time, place and purpose thereof either given personally, by electronic mail, by telephone or facsimile machine not less than five (5) days prior to the meeting. Notice may also be given at least ten (10) days before the date of the meeting by national overnight delivery service or by United States mail.

A notice shall be deemed to be given at the time when the notice is: personally served, electronically mailed, or deposited with postage prepaid in a post office or official depository under the exclusive care and custody of the United States Postal Service, or placed in the custody of a national overnight delivery service or upon receipt of a confirmed delivery issued by a facsimile machine. If a notice is given by mail to a Director or committee member, it shall be mailed, except as otherwise provided by law, to the person to whom it is directed at the address designated by that person for that purpose or, if none is designated, at that person's last known address. A mailing shall be registered, certified or other first class mail except where otherwise provided by law. If a notice is given by electronic mail to a Director, it shall be sent, except as otherwise provided by law, to the person to whom it is directed at the electronic mail address designated by that person for that purpose; if none is designated, notice shall not be given by electronic mail.

For regular Board meetings, the Board may adopt a standard meeting date, time and location when it will meet, and this shall be made known to all Directors. No further notice is required for a regular meeting which is held at the predesignated date, time and location; however, if there is a change in the date, time or location of the meeting, then this shall be treated as a special meeting and notice shall be the same as for a special meeting. Notwithstanding the foregoing, no notice need be given to any person who submits a signed waiver of notice before or after a meeting, or who attends a meeting without protesting any lack of notice.

Section 3.5 Director Resignation. A Director may resign by giving written notice to the President of the Association or any member of the Board which notice shall be immediately forwarded to all Directors. Unless otherwise specified in the resignation, the resignation shall take effect upon receipt by the Directors, and the acceptance of the resignation shall not be necessary to make it effective.

Section 3.6 Removal of a Director. A Director may be removed by majority vote of the Members entitled to vote.

Section 3.7 Board Member Vacancies. If any vacancies shall occur in the Board, for any reason other than an increase in the number of Directors pursuant to Section 3.2, the Directors then in office shall continue to act, and the vacancies shall be filled by a majority vote of the Directors then in office; provided, however, that a Director appointed to fill such vacancy shall only hold office until the next election of Directors by the Members when the Membership vote shall elect a Director to fill the remainder of the term.

Section 3.8 Board Quorum. The presence of a majority of the total number of Directors then in office shall constitute a quorum for the transaction of business. In the absence of a quorum, a majority of the Directors present may reschedule the meeting for a date certain. Notice of the rescheduled meeting shall be given pursuant to the terms of these Bylaws.

Section 3.9 Board Action Voting. The vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless a greater vote is required by law, by the Articles of Incorporation or by these Bylaws. Each Director present shall have one vote.

Section 3.10 Action by Unanimous Consent. Any action required to be taken at a meeting of the Board of Directors, may be taken without a meeting if a consent in writing setting forth the actions so taken shall be signed by all the Directors.

Section 3.11 Director Dissents. A Director who is present at a meeting of the Board of Directors at which corporate action is taken is presumed to have concurred in that action, unless his or her dissent is entered in the minutes of the meeting or he or she files a written dissent to the action with the person acting as secretary of the meeting before the adjournment of the meeting, or he or she forwards such dissent by registered mail to the Secretary of the Association promptly after the adjournment of the meeting. Such right to dissent does not apply to a Director who voted in favor of such action. A Director who is absent from a meeting of the Board of Directors at which any such action is taken is presumed to have concurred in the action unless he or she files a written dissent with the Secretary of the Association within a reasonable time after he or she has knowledge of the action.

Section 3.12 Compensation of Directors. The Directors, as such, shall not be compensated for the performance of services for the Association, but may, by resolution of the Board of Directors, be reimbursed for reasonable expenses incurred on behalf of the Association.

ARTICLE IV - OFFICERS

Section 4.1 Officers. The Officers of the Association shall be a President, a Vice President, a Treasurer, and a Secretary. The Officers shall be elected by the Board of Directors at its first meeting and at each annual meeting thereafter. The Board of Directors of the Association may from time to time elect or appoint other Officers including Vice Presidents, Assistant Treasurers and Assistant Secretaries, as the Board may deem advisable, and such Officers shall have such authority, and shall perform such duties as from time to time may be prescribed by the Board of Directors. Any two or more offices, except that of President and Secretary, may be held by the same person. In addition to the powers and duties of the Officers of the Association as set forth in these Bylaws, the Officers shall have such authority and shall perform such duties as from time to time may be determined by the Board of Directors. No Officer shall execute, acknowledge or verify any instrument in more than one capacity if the

instrument is required by law or the Articles of Incorporation or Bylaws to be executed, acknowledged or verified by two (2) or more Officers. Each Officer shall be elected for a term extending until the next annual meeting of the Board of Directors or until his resignation or removal.

Section 4.2 President. The President shall preside at all meetings of the Board of Directors if present and available. The President shall perform such other duties and functions as shall be assigned to him or her from time to time by the Board of Directors. He or she shall be, *ex officio*, a Member of all standing committees. The President shall, unless otherwise provided by resolution of the Board of Directors, possess the power and authority to sign all certificates, contracts, instruments, papers and documents that are necessary for the operation of the Association in the name of and on behalf of the Association.

Section 4.3 Vice President. The Vice President shall have such powers and perform such duties as shall from time to time be assigned by these Bylaws or by the Board of Directors. In the event the President is absent or unavailable, then the Vice President shall perform the duties and exercise the powers of the President.

Section 4.4 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors in books provided for that purpose and sign, with the President, in the name of the Association, all contracts when authorized to do so. The Secretary shall have charge of such books and papers as the Board of Directors shall direct, all of which shall at all reasonable times be open to the examination of any Director, and in general perform all the duties incident to the office of Secretary, subject to the control of the Board of Directors. For security purposes, a duplicate set of all contracts, documents and meeting minutes will be maintained by the President.

Section 4.5 Treasurer. To the extent approved by the Board of Directors, the Treasurer may endorse checks, notes and other obligations for collection on behalf of the Association and shall deposit the same to the credit of the Association in such bank or banks or depository or depositories as the Board of Directors may designate; sign all receipts and vouchers for payments made to the Association; enter or cause to be entered regularly in the books of the Association kept for that purpose, full and accurate accounts of all monies received and paid on account of the Association, and whenever required by the Board of Directors shall render statements of such accounts; shall, at all reasonable times, exhibit the books and accounts to any Director of the Association, and shall perform all acts incident to the position of Treasurer, subject to the control of the Board of Directors.

Section 4.6 Compensation of Officers. No Officer of the Association shall be compensated for the performance of services for the Association, but may, by resolution of the Board of Directors, be reimbursed for reasonable expenses incurred on behalf of the Association.

Section 4.7 Officer Resignations. Any Officer may resign at any time by giving written notice to the Board of Directors or to the President of the Association. Any such resignation shall take effect at the time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.8 Officer Removal. Any of the Officers designated in Section 4.1 of this Article IV may be removed by the Board of Directors, whenever in its judgment the best interests of the Association will be served thereby, by the vote of a majority of the total number of Directors.

Section 4.9 Disbursement of Funds. The Treasurer, President and Vice President shall act as authorized signatories for disbursement of funds. Authorized signatories may disburse funds for items up to \$500. Any items over \$500 which are not part of a Board approved budget and/or within the budgeted line item as an approved expenditure must be authorized by a majority of the Board of Directors. Invoices over \$1,000 shall be endorsed by two authorized signatories.

ARTICLE V - INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS

Section 5.1 Indemnification of Directors and Officers: Claims By Third Parties. The Association may, in the complete discretion of the Board of Directors, indemnify in full or in part any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he or she is or was a Director, Officer, employee or agent of the Association or is or was serving at the request of the Association as a trustee, director, Officer, employee, or agent of another Association, business Association, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that the conduct was unlawful.

Section 5.2 Actions by or in Right of the Association. The Association may, in the complete discretion of the Board of Directors, indemnify in full or in part any person who was or is a party or is threatened to be made a party to any threatened, pending or

completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Director, Officer, employee or agent of the Association or is or was serving at the request of the Association as a trustee, director, officer, employee, or agent of another Association, business Association, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association.

Section 5.3 Expenses. To the extent that a Director, Officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 5.1 and 5.2 of this Article or in defense of any claim, issue or matter therein, the Association may, in the complete discretion of the Board of Directors, indemnify such person against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

Section 5.4 Determination of Indemnification. As a condition precedent to any indemnification under Sections 5.1 and 5.2 of this Article the Board of Directors shall just make a determination that indemnification of the Director, Officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Sections 5.1 and 5.2. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (ii) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion. If a determination is made that the person seeking indemnification has met the applicable standard of conduct described in Sections 5.1 and 5.2, then the Board of Directors shall decide the amount the Association shall pay for indemnification. If the Association's Board of Directors determines that a person seeking indemnification shall be indemnified under Section 5.1 or 5.2 for a portion of his or her expenses, including attorneys' fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount thereof, the Association shall indemnify such person for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the Board of Directors has determined the person is entitled to be indemnified and the Association shall not be liable for any additional amounts.

Section 5.5 Repayment of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding described in Sections 5.1 and 5.2 of this Article may, in the complete discretion of the Board of Directors, be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the Director, Officer, employee or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association.

Section 5.6 Insurance. The Association will purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, or agent of the

Association or is or was serving at the request of the Association as a Trustee, Director, Officer, employee, or agent of another association, business association, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her or the Association and incurred by him or her or the Association in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article or Michigan law.

ARTICLE VI - MEMBER ASSESSMENT

Section 6.1 Assessments. Each Member, by executing the Declaration, has covenanted and agreed to pay to the Association: (1) Annual Maintenance Fees, and (2) Special Assessments. Such assessments shall be established and collected as hereinafter provided.

Section 6.2 Purpose of Annual Maintenance Fees. The Annual Maintenance Fees levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Members through the regulation of the use of Lake Doster and all other property owned by the Association, more particularly described on Exhibit "A" attached hereto (collectively, the "Association Property") and Member owned Eligible Parcels, as well as through the enforcement of existing plat restrictions, including any amendments thereto, and to provide for the beautification and maintenance of the Association Property and future annexed lands, including the preservation of the quality, ambiance, environmental sensitivity and values of Lake Doster and other areas now or hereafter owned or administered by the Association and for the administrative expenses associated therewith; including but not limited to management and supervision; the payment of taxes; the procurement and maintenance of insurance; the employment of attorneys, accountants, and other professionals to represent the Association when necessary or useful; the employment of security personnel; and such other needs as may arise.

Section 6.3 Special Assessments. In addition to the Annual Maintenance Fees, the Association, upon majority approval by the Board of Directors, may levy against each Member, in any year, Special Assessments for the good and benefit of the Association's

Members as needs arise that cannot be managed as part of that year's Annual Maintenance Fees or with any funds accrued in reserve from prior year's Annual Maintenance Fees or Special Assessments. Moreover, the Board of Directors may levy Special Assessments against individual Members for costs associated with the maintenance, repair, improvement or replacement of the Private Parks and Private Roads (as defined below in Section 7.3) which provide their access and who get a direct benefit therefrom, or for any unusual expenses or conduct that benefit less than all the Members of the Association.

Section 6.4 Rate of Assessments. Both the Annual Maintenance Fees and any Special Assessments for the benefit the community as a whole shall be set by the Board

of Directors at a uniform rate for the Members and may be collected on a monthly or an annual basis at the sole discretion of the Board of Directors. The initial Annual Maintenance Fee shall be set by the Board of Directors prior to the date upon which the first Declaration is recorded by a Member. From and after January 1st of the year immediately following the first recording of a Declaration by a Member, the Annual Maintenance Fee may be increased as necessary each year to an amount which is not more than ten (10%) percent greater than any prior year's Annual Maintenance Fee. In the event the Board determines a greater increase in the Annual Maintenance Fee is needed, such increase may be made only upon majority approval of the Members voting in person or by proxy at a meeting duly called for that purpose. Except as otherwise provided herein, the maximum aggregate amount of Special Assessments the Association may levy in any one calendar year shall be the amount which is two (2) times greater than the Annual Maintenance Fee levied in any previous year. Any Special Assessments above said maximum amount shall require approval of a majority of the Members voting in person or by proxy at a meeting duly called for that purpose, unless such Special Assessment relates to the costs associated with the maintenance, repair, improvement or replacement of the Private Parks and Private Roads (as set forth below in Section 7.4) or for any unusual expenses or conduct that benefit less than all the Members of the Association, in which case the Special Assessment may be imposed against the benefited Members upon majority vote of the Board of Directors.

Section 6.5 Lien. Annual Maintenance Fees, Special Assessments and fines, together with interest thereon, late payment fees and collection costs, including reasonable attorney's fees, shall constitute a lien upon the Eligible Parcel against which each such assessment is levied and shall run with the land, and shall take priority from the date the notice of lien for delinquent assessments is recorded with the applicable County Register of Deeds, the notice will state the description of the Eligible Parcel, the Eligible Parcel owners name, the amount due and the date due. Each Member hereby consents to the imposition of such lien on their respective Eligible Parcel. Each such assessment, together with interest thereon, late payment fees and costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such Eligible Parcel at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to their successors in title unless expressly assumed by them.

Section 6.6 Date of Commencement of Annual Maintenance Fees; Due Dates. The Annual Maintenance Fee on each respective Eligible Parcel provided for herein shall commence immediately upon signing of the Declaration and shall be due and payable upon the first day of the month following the recording of the Declaration by the Member that owns the corresponding Eligible Parcel. Notwithstanding the foregoing, the Annual Maintenance Fee relating to each respective Eligible Parcel within the Developer Lands, shall commence the first day of the month following the conveyance of such Eligible Parcel by the Developer. The first Annual Maintenance Fee shall be assessed in total, without regard to the number of months remaining in the calendar year. The Board of Directors shall endeavor to fix the amount of the Annual

Maintenance Fee against each Eligible Parcel and to establish its due date at least thirty (30) days in advance of each Annual Maintenance Fee period. Written notice of the Annual Maintenance Fee amount and the due date shall be sent to every Member subject thereto at least thirty (30) days prior to its due date. Failure by the Association to send such written notice shall not permit any Member to avoid paying their Annual Maintenance Fee, but shall delay the due date until thirty (30) days following the date that such notice is eventually sent. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Eligible Parcel have been paid. A properly executed certificate of the Association as to the status of assessments on a Eligible Parcel shall be binding upon the Association as of the date of its issuance.

Section 6.7 Effect of Nonpayment of Assessments. Any assessment not paid in full within thirty (30) days following its due date shall bear interest from the due date at the rate of ten (10%) percent per annum and shall be subject to a late payment fee equal to fifteen (15%) percent of the amount of the assessment to cover the cost of collection by the Association. In the event that the cost of collection, including attorneys' fees, exceeds fifteen (15%) percent of the amount of the assessment, the Association shall be entitled to collect the deficiency. The aggregate amount of the unpaid assessment, interest, late payment fee and deficiency shall be a lien against the Eligible Parcel corresponding to the unpaid assessment in the manner described in Section 6.5 above. In the event of nonpayment by a Member, the Association shall have the right to pursue all or any of the remedies specified in Article IX hereof. Except as set forth in Section 6.10 below, no Member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Association Property or abandonment of their Eligible Parcel.

Section 6.8 Exempt Property. All Association Property and all other property exempt from taxation by state or local governments and dedicated for public use shall be exempt from assessment, charge and lien created herein. The foregoing shall not be construed to prohibit the Association from assessing the Dedicated Members, as defined in Section 7.4 below, for costs incurred by the Association pursuant to Section 7.4. The Developer Lands prior to a conveyance thereof to a Member shall be exempt from assessment, charge and lien created herein.

Section 6.9 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein on any Eligible Parcel shall be subordinate to the lien of any first mortgage recorded prior to the time of recording by the Association of a notice of lien with the appropriate Register of Deeds. The sale or transfer of any Eligible Parcel shall not affect the lien of the assessments, however, the sale or transfer of any Eligible Parcel pursuant to the foreclosure of a mortgage having priority over the lien of the assessment, or any proceeding in lieu thereof, shall extinguish the lien of the assessments, but shall not extinguish the Member's personal obligation for payment of assessments which became due prior to such sale or transfer. No sale or transfer shall

relieve such Eligible Parcel from liability for any assessment becoming due after such sale or from the lien thereof.

Section 6.10 Waiver of Assessments. The Board of Directors shall have the right, but not the obligation, to waive the Annual Maintenance Fees and/or some or all of the Special Assessments against an Eligible Parcel that is undeveloped and that is not occupied or used to access the Association Property upon the request of the owner of such Eligible Parcel. Any such waiver shall continue for so long as the Board determines is appropriate in its sole discretion and may be rescinded by the Board at any time, for any reason.

Section 6.11 Opportunity to Defend. Prior to the filing of any lien, any delinquent Member shall have an opportunity to appear before the Board and offer evidence of extenuating circumstances that prohibited their ability to pay their assessment in a timely manner. The appearance before the Board shall be at its next scheduled meeting or a special meeting called to hear the evidence, but in no event shall the delinquent Member be required to appear less than ten (10) days from the date of the notice.

ARTICLE VII - BUILDING AND USE RESTRICTIONS

Section 7.1 Use of Eligible Parcels. All Eligible Parcels shall remain undeveloped or be used for single family residence purposes only, and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except one single family dwelling house and related appurtenant structures.

Section 7.2 Plat Restrictions. The Association, as well as the owners of lands in each respective subdivision, shall have the power to enforce all restrictions relating to (i) Shangri-La Number One, a subdivision recorded in Liber 10 of Plats, Page 36, Allegan County Records, including but not limited to the restrictions recorded at Liber 740, Page 328, Allegan County Records and the restrictions recorded at Liber 825, Page 582, Allegan County Records; (ii) Shangri-La Number Two, a subdivision recorded in Liber 10 of Plats, Page 72, Allegan County Records and Liber 5 of Plats, Page 71, Barry County Records, including but not limited to the restrictions recorded at Liber 763, Page 674, Allegan County Records and Liber 327, Page 555, Barry County Records; (iii) Shangri-La Number Three, a subdivision recorded in Liber 10 of Plats, Page 87, Allegan County Records, including but not limited to the restrictions recorded at Liber 885, Page 002, Allegan County Records and the restrictions recorded at Liber 825, Page 582, Allegan County Records; (iv) Shangri-La Number Four, a condominium according to the Master Deed recorded in Liber 1649, Page 841, as amended, Allegan County Records; (v) Trout Cove, a subdivision recorded in Liber 9 of Plats, Page 7, Allegan County Records, including but not limited to the restrictions recorded in Liber 674, Page 312, as amended, Allegan County Records; (vi) Sheltered Bay Subdivision Number One, a subdivision recorded in Liber 10 of Plats, Page 24, Allegan County Records, including

but not limited to the restrictions recorded in Liber 742, Page 345, Allegan County Records; (vii) Sheltered Bay Subdivision Number Two, a subdivision recorded in Liber 10 of Plats, Page 22, Allegan County Records, including but not limited to the restrictions recorded in Liber 728, Page 370, Allegan County Records; (viii) Sheltered Bay Subdivision, a subdivision recorded in Liber 9 of Plats, Page 11, Allegan County Records, including the restrictions recorded in Liber 674, Page 312 Allegan County Records; (ix) Kelly Oaks, a subdivision recorded in Liber 13 of Plats, Page 19, Allegan County Records, including the restrictions recorded in Liber 1219, Page 225, Allegan County Records; and (x) all amendments to the foregoing.

Section 7.3 Dedicated Use of Private Roads and Private Parks. The Association's "Private Roads" and "Private Parks" are those portions of the Association Property so labeled and described on attached Exhibit "A". The Private Roads and Private

Parks are dedicated exclusively to the Eligible Parcels indicated within the applicable Plat Restrictions listed in Section 7.2 above or to which an easement, license or other written right to use is granted. The Association reserves the right to use the Private Roads and Private Parks as access for oversight of the Association Property and, therefore, its Directors, Officers, employees or other designees shall not be denied reasonable access for such purposes. Additionally, emergency and service vehicles shall be allowed to travel on all Private Roads.

Section 7.4 Repairs, Maintenance and Replacement of Private Roads and Private Parks. The Association shall have authority for oversight of its Private Roads and Private Parks in accordance with standards promulgated by the Association and set forth in any properly adopted rules and regulations. Notwithstanding the foregoing, the Association shall have no responsibility or obligation to upkeep, repair, maintain, improve or replace the Private Roads or Private Parks. The Members to which each Private Road and Private Park is dedicated (the "Dedicated Members"), shall be solely responsible for the cost and provision of all such upkeep, repair, maintenance, improvement and replacement in accordance with Association rules and regulations. The Dedicated Members of each Private Road and Private Park may enter into an agreement by and among themselves to provide for the fulfillment of their responsibilities hereunder. Lacking any other formal agreement between such Dedicated Members, the costs related to the responsibilities hereunder shall be split equally among the Dedicated Members of each Private Road and Private Park. In the event the Dedicated Members of any Private Road or Private Park allow such Private Road or Private Park to be kept in a condition in violation of Association rules and regulations, the Association may, in its sole discretion, take such action as is necessary to bring such Private Road or Private Park into compliance and impose a Special Assessment on each Dedicated Member responsible for such Private Road or Private Park, which Special Assessment shall be an equal share of the costs expended by the Association. Special Assessments imposed pursuant to this Section shall not be subject to the amount and voting provisions of Section 6.4 above.

It is expressly acknowledged that owners of lands to which a Private Park or Private Road is dedicated, or to which a right to use the same has been irrevocably granted, that are not Members of the Association, will not be subject to the Association's assessments and the remedies set forth below in Article IX.

Section 7.5 Insurance and Indemnity – Private Roads and Private Parks. The Association shall maintain general liability insurance coverage on the Private Roads and Private Parks in an amount it deems appropriate. The cost of such insurance shall be assessed equally to the Dedicated Members of the Private Roads and Private Parks. The Dedicated Members shall have the right, but not the obligation, to purchase additional insurance relating to the Private Roads and Private Parks. The Dedicated Members shall defend, indemnify, and hold the Association harmless from all damages, losses, claims and liabilities that arise from all uses of the Private Roads and Private Parks, whether such uses are authorized or unauthorized by the Association.

Section 7.6 Building Control Committee. All restrictions relating to the construction or modification of dwellings, buildings, docks, structures or improvements included in the Plat Restrictions referenced in Section 7.2 above, any future amendments thereof and any future restrictions properly adopted by the LDLA shall be managed within the authority of the Building Control Committee ("BCC"), under direction of the Board of Directors. As such, all requests required in accordance with applicable restrictions must be presented in written form to the BCC for approval prior to proceeding with any restricted construction, improvement or alteration. The BCC shall review all such written requests in a timely manner and may further require additional reasonable details and specifications. Construction for any building or other improvements or alteration must also receive any necessary approvals from the appropriate public authority. As a basis for its decisions, the BCC will follow the requirements in the Plat Descriptions; Covenants and Restrictions; and Rules and Regulations established by the LDLA. The BCC shall have the right to consider the suitability of a proposed structure, improvement or modification, the site upon which it is proposed to be constructed, the proposed location within the Eligible Parcel or Association Property and the location of structures with regard to properties in close proximity. The BCC shall have the right to refuse approval of any such plans or specifications which in its opinion are not compatible with other adjoining or neighboring properties or not in harmony with the Lake Doster Community as a whole. The final determinations of the BCC will be provided to the requestor in writing and copied to the Board.

It is expressly acknowledged that the BCC shall not have authority over the Developer Lands described on attached Exhibit "B" until such time as the Developer chooses to transfer such rights and powers to the Association.

ARTICLE VIII - FINES

Section 8.1 General. The Association, acting through its duly constituted Board of

Directors, shall be permitted to assess monetary fines against Members in the event that a Member or its tenants, guests, family or invitees shall violate any of the provisions of these Bylaws, the Articles of Incorporation, the Declaration or any of the rules and regulations duly established by the Association. In such event, the violating Member shall be deemed responsible for such violations whether they occur as a result of their personal actions or the actions of their family, guests, tenants or invitees.

Section 8.2 Procedures. Upon any such violation being alleged by the Association Board of Directors, the following procedures shall be followed:

(a) **Notice.** Notice of the violation, including the provision of these Bylaws or the rules or regulations violated, together with a description of the factual nature of the alleged offense shall be sent by certified mail (postage prepaid), email with receipt confirmation, or shall be personally delivered to the violating Member. Should the member not reply to the email within 7 days, a letter will be sent via certified mail.

(b) **Opportunity to Defend** The violating Member shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting or a special meeting called to hear the evidence, but in no event shall the violating Member be required to appear less than ten (10) days from the date of the notice.

(c) **Default.** Failure to respond to the notice of violation constitutes a default.

(d) **Hearing and Decision.** Upon appearance by the violating Member before the Board and presentation of evidence of defense, or, in the event of the violating Member's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision shall be final.

Section 8.3 Amounts. Upon a finding by the Board that a violation has occurred, a fine shall be levied against the violating Member according to the schedule listed in Section XI B of the Declaration of Covenants and Restrictions.

Section 8.4 Continuing Violation. In the event that a violation has been determined to have occurred pursuant to the procedures set forth in Section 8.2 above and such event has continued for a period of thirty (30) days after the date of such determination by the Board of Directors, such continuation of the violation shall constitute a separate and subsequent violation and the Association shall have the right to fine the violating Member an additional amount as set forth in the Declaration of Covenants and Restrictions Section XI B without the requirement of following the procedures set forth in Section 8.2 above.

Section 8.5 Collection. The fines levied pursuant to Section 8.3 above shall be due and payable to the Association on a date set by the Board but not less than ten (10) days from the date such fines are imposed. Failure to pay the fine when due shall subject the violating Member and the Member's Eligible Parcel(s) to all of the remedies set forth in the Declaration and these Bylaws.

ARTICLE IX - REMEDIES

Section 9.1 Abatement. Whenever a violation of these Bylaws, the Declaration or any rules and regulations exists, the Association, after providing the violating Member with notice and an opportunity to defend in the manner set forth in Section 8.2 above, shall have the right, but not the obligation, to enter upon the property to abate or remove the violation. Such entry and abatement or removal shall not be deemed a trespass or make the Association liable for any damages as a result of such abatement.

Section 9.2 Fines. The Association may levy a fine or fines on a Member that is in violation of these Bylaws, the Declaration of Covenants and Restrictions or any rules and regulations adopted by the Association as described in the preceding Article VIII.

Section 9.3 Revocation of Rights. The Association may revoke the rights granted to a Member under the Declaration and these Bylaws, including the right to vote on Association matters and the right to use and enjoy the Association Property, including but not limited to the right to maintain a dock on the Lake, for continuous periods of sixty (60) days if such Member is determined to be in violation of these Bylaws, the Declaration or any rules and regulations adopted by the Association; provided, however, that no Dedicated Member shall be denied access and use of any Private Road dedicated to its Eligible Parcel. Determination of such violations shall be made according to the procedures set forth in Section 8.2 above.

Section 9.4 Suit for Damages. Civil proceedings may be instituted for recovery of damages against those violating or attempting to violate these Bylaws, the Declaration or rules and regulations adopted by the Association.

Section 9.5 Injunctive Relief. Civil proceedings may be instituted against those violating or attempting to violate these Bylaws, the Declaration or any rules and regulations adopted by the Association for the purpose of preventing or enjoining all or any such violations or attempted violations.

Section 9.6 Lien - As provided in the LDLA Bylaws, Article VI, the LDLA may file a lien against the lot of any member that has failed to pay assessments, fees, fines or other amounts due to the LDLA hereunder. In any such lien, the member shall be required to pay the costs and expenses of filing the notice of lien and all reasonable attorney's fees. In addition, any costs which are levied against the lot during the lien period, including but not limited to annual fees, fines and assessments, shall be required to be paid by the lot owner.

Any suit filed to recover money for unpaid fines, expenses, and/or assessments shall not be deemed to be a waiver of the lien. Upon payment of all sums secured by the lien, which has been made the subject of a recorded notice of lien, a release of notice of lien shall be executed by the LDLA or its representative and recorded in the Public Records of the applicable County.

Section 9.7 Foreclosure. As provided in Article VI above, the Association may file a lien against the Eligible Parcel of any Member that has failed to pay assessments, fees, fines or other amounts due to the Association hereunder and may foreclose on such Eligible Parcel in the same manner in which mortgages on real property may be foreclosed in Michigan. In any such foreclosure, the Member shall be required to pay the costs and expenses of filing the notice of lien and all reasonable attorney's fees, which costs, shall be required to pay the Association any assessments against the Eligible Parcel which become due during the period of foreclosure. The Association shall have the right and power to bid at foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Eligible Parcel. Any suit to recover money for unpaid expenses and assessments shall not be deemed to be a waiver of the lien. Upon payment of all sums secured by the lien, which has been made the subject of a recorded notice of lien, a release of notice of lien shall be executed by the Association or its representative and recorded in the Public Records of the applicable County.

ARTICLE X - BOOKS AND RECORDS

Section 10.1 Maintenance of Books and Records. The Officers and agents of the Association shall keep and maintain books, records, and accounts of the Association's business and affairs, minutes of the proceedings of its Members, Board of Directors, and committees, if any, and lists of Members, and any other books or records specified by the Board of Directors or required by law. Books, records and minutes may be kept in a place periodically designated by the Board of Directors and shall be open for inspection by Members upon reasonable notice during reasonable working hours. At least two copies of all such documents shall be maintained in separate locations. The Association shall prepare and distribute to each Member at least once a year a financial statement, including a balance sheet, detailed income and expense data and any other information the Board deems relevant from time to time.

Section 10.2 Reliance on Books and Records. Except as otherwise provided below, in discharging his or her duties, a Director or Officer of the Association, when acting in good faith, may rely upon the opinion of counsel for the Association, upon the report of an independent appraiser selected with reasonable care by the Board, or upon financial statements of the Association represented to the Director or Officer as correct by the President or the Officer of the Association having charge of its books or account, or as stated in a written report by an independent public or certified accountant or firm of accountants fairly to reflect the financial condition of the Association.

ARTICLE XI - MISCELLANEOUS PROVISIONS

Section 11.1 Contracts, Conveyances, Etc. Unless otherwise directed by the Board of Directors, all conveyances, contracts and instruments of transfer and assignment shall be specifically approved by the Board of Directors and shall be executed on behalf of the Association by such Officers or agents as may be specifically authorized by the Board of Directors.

Section 11.2 Execution of Instruments. Unless otherwise designated by the Board of Directors, all Association instruments and documents including, but not limited to, checks, drafts, bills of exchange, acceptances, notes or other obligations or orders for the payment of money shall be signed by such Officers of the Association as from time to time are designated by resolution of the Board of Directors. The Board of Directors may also require that checks or drafts be signed by two (2) or more persons.

Section 11.3 Borrowing. No loans and no renewals of any loans shall be contracted on behalf of the Association except as authorized by the Board of Directors of the Association. When authorized to do so, any Officer or agent of the Association may effect loans and advances for the Association from any bank, trust company or other institution or from any firm, Association or individual, and for such loans and advances may make, execute and deliver promissory notes or other evidences of indebtedness and liabilities of the Association. When authorized to do so, any Officer or agent of the Association may pledge, hypothecate or transfer, as security for the payment of any and all loans, advances, indebtedness and liabilities of the Association any and all stocks, securities and other personal property at any time held by the Association and to that end may endorse, assign and deliver the same. The authority contained in this Section 11.3 shall be express and confined to specific instances.

Section 11.4 Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select. For the purpose of deposit and for the purpose of collection for the account of the Association, checks, drafts and other orders for the payment of money which are payable to the order of the Association shall be endorsed, assigned and delivered by such person or persons and in such manner as may from time to time be designated by the Board of Directors.

Section 11.5 Corporate Seal. The Association shall have the right to adopt a corporate seal.

Section 11.6 Severability. Invalidation of any provision of these Bylaws by judgment or court order shall in no way affect any other provisions, which other provisions shall remain in full force and effect.

Section 11.7 Binding. The provisions of these Bylaws shall be perpetual and shall run with and bind each Eligible Parcel from the date the Declaration is recorded.

Section 11.8 Deviations by Agreement with Member. The Association shall have the right to enter into variance agreements with the owner of any Eligible Parcel(s), without the consent of the other Members or owners of adjoining or adjacent property to

deviate from any or all of the covenants set forth in these Bylaws and/or the Declaration provided there are practical difficulties or particular hardships evidenced by such Eligible Parcel owner. Any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of any such covenant as to the remaining Eligible Parcels.

Section 11.9 Headings and Parenthetical Insertions. The article and paragraph headings included in these Bylaws have been used solely for convenience and shall in no event act as or be used in conjunction with the interpretation of these Bylaws.

Section 11.10 Conflict With Statute. In the event any Article or Section of these Bylaws shall conflict with the Michigan Nonprofit Association Act, the Act shall rule.

Section 11.11 Fiscal Year. The fiscal year of the Association shall end on December 31.

Section 11.12 Amendments. The Articles of Incorporation, these Bylaws may be altered or amended at any duly called meeting as described in Section 2.10. A written notice describing the substance of the proposed amendment must be sent to each member of the Association at least twenty (20) days in advance of the date of the meeting. The proposed amendment must receive the affirmative vote of the majority of all of the Members (50%+1 of members) as defined Section 2.12. In no event shall the Articles of Incorporation or these Bylaws be amended so as to (i) eliminate the eligibility of any Eligible Parcel owner to vote, or change the basis for voting or (ii) purport to have any retroactive effect. An amendment to these Bylaws will be effective after approval as provided for above and recording with the Allegan County Register of Deeds and the Barry County Register of Deeds.

Section 11.13 Rules and Regulations. The Board of Directors or the Members may adopt additional restrictions, rules and regulations, general or specific, for the conduct of meetings, and additional rules and regulations, general or specific, for the conduct of the affairs of the Association provided, however, no such additional rule or regulation shall be inconsistent with or in contravention of any provision of the Articles of Incorporation or these Bylaws.

Effective: 16-May-2022 LAKE DOSTER LAKE ASSOCIATION

Signatures on the following page

By:

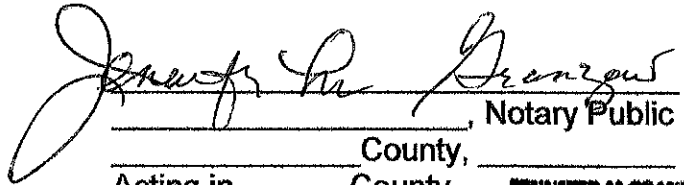
Lake Doster Lake Association



By: Mark Reed
Its: President

STATE OF MICHIGAN)
) SS.
COUNTY OF Allegan)

Acknowledged before me in Allegan County, Michigan on this 21st day of September 2022, by Mark Reed, President of the Lake Doster Lake Association.


_____, Notary Public
_____, County, _____

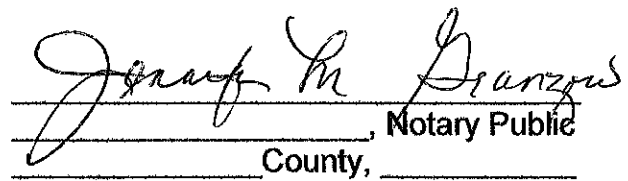
Acting in _____ County, **JENNIFER M GRANZOW**
My commission expires: **NOTARY PUBLIC, STATE OF MICHIGAN**
COUNTY OF ALLEGAN
MY COMMISSION EXPIRES 04-28-2027
ACTING IN THE COUNTY OF KALAMAZOO



By: TJ Wilkinson
Its: Vice President

STATE OF MICHIGAN)
) SS.
COUNTY OF Allegan)

Acknowledged before me in Allegan County, Michigan on this 21st day of September 2022, by TJ Wilkinson, Vice President of the Lake Doster Lake Association.


_____, Notary Public
_____, County, _____

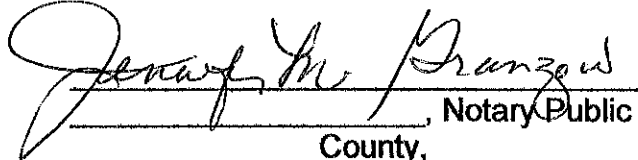
Acting in _____ County, _____
My commission expires: _____


JENNIFER M GRANZOW
NOTARY PUBLIC, STATE OF MICHIGAN
COUNTY OF ALLEGAN
MY COMMISSION EXPIRES 04-28-2027
ACTING IN THE COUNTY OF KALAMAZOO


By: Jeremy Perkins
Its: Treasurer

STATE OF MICHIGAN)
) SS.
COUNTY OF Allegan)

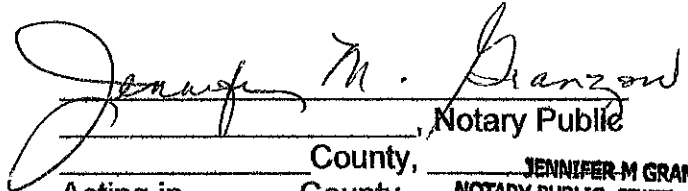
Acknowledged before me in Allegan County, Michigan on this 12th day of September 2022, by Jeremy Perkins, Treasurer of the Lake Doster Lake Association.


_____, Notary Public
_____, County, _____
Acting in _____ County, _____
My commission expires: _____
**JENNIFER M GRANZOW
NOTARY PUBLIC, STATE OF MICHIGAN
COUNTY OF ALLEGAN
MY COMMISSION EXPIRES 04-28-2027
ACTING IN THE COUNTY OF KALAMAZOO**


By: Mary Elegert
Its: Secretary

STATE OF MICHIGAN)
) SS.
COUNTY OF Allegan)

Acknowledged before me in Allegan County, Michigan on this 12th day of September 2022, by Mary Elegert, Secretary of the Lake Doster Lake Association.


_____, Notary Public
_____, County, _____
Acting in _____ County, _____
My commission expires: _____
**JENNIFER M GRANZOW
NOTARY PUBLIC, STATE OF MICHIGAN
COUNTY OF ALLEGAN
MY COMMISSION EXPIRES 04-28-2027
ACTING IN THE COUNTY OF KALAMAZOO**

Richard Anderson

By: Richard Anderson
Its: Director

STATE OF MICHIGAN)
) SS.
COUNTY OF Allegan)

Acknowledged before me in Allegan County, Michigan on this 21st day of September 2022, by Richard Anderson, Director of the Lake Doster Lake Association.

Jennifer M Granzow

JENNIFER M GRANZOW
NOTARY PUBLIC, STATE OF MICHIGAN
COUNTY OF ALLEGAN
MY COMMISSION EXPIRES 04-28-2027
Acting in the County of KALAMAZOO

Acting in _____ County, _____
My commission expires: _____

James Giffels

By: James Giffels
Its: Director

STATE OF MICHIGAN)
) SS.
COUNTY OF Allegan)

Acknowledged before me in Allegan County, Michigan on this 21st day of September 2022, by James Giffels, Director of the Lake Doster Lake Association.

Jennifer M Granzow

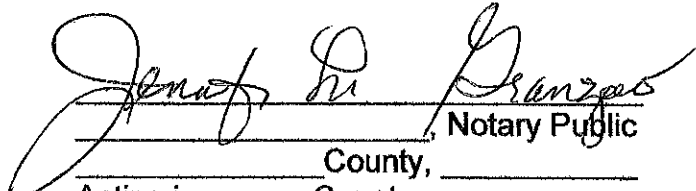
Notary Public
County, _____
Acting in _____ County, _____
My commission expires: _____

JENNIFER M GRANZOW
NOTARY PUBLIC, STATE OF MICHIGAN
COUNTY OF ALLEGAN
MY COMMISSION EXPIRES 04-28-2027
ACTING IN THE COUNTY OF KALAMAZOO


By: Nancy Gregory
Its: Director

STATE OF MICHIGAN)
) SS.
COUNTY OF Allegan)

Acknowledged before me in Allegan County, Michigan on this 21st day of September 2022, by Nancy Gregory, Director of the Lake Doster Lake Association.


_____, Notary Public
_____, County, _____
Acting in _____ County, _____
My commission expires: _____

JENNIFER M GRANZOW
NOTARY PUBLIC, STATE OF MICHIGAN
COUNTY OF ALLEGAN
MY COMMISSION EXPIRES 04-28-2027
ACTING IN THE COUNTY OF KALAMAZOO

**THIS INSTRUMENT DRAFTED BY AND
WHEN RECORDED RETURN TO:**

Robb S. Krueger (P66115)
Kreis, Enderle, Hudgins & Borsos, P.C.
8225 Moorsbridge
P.O. Box 4010
Kalamazoo, MI 49003-4010

EXHIBIT "A"

ASSOCIATION PROPERTY

Lake Description

Commencing at the Southwesterly corner of Lot 111 of Shangri-La Number Three, a subdivision in Sections 24 and 25, Town 1 North, Range 11 West, Gun Plain Township, Allegan County, Michigan and the Place of Beginning; Thence along the waterfront lot lines of Shangri-La Number Three the following courses:

Thence North 83°55'55" East a distance of 130.96 feet; Thence North 68°52'06" East a distance of 263.74 feet; Thence North 62°24'31" East a distance of 100.60 feet; Thence North 48°43'28" East a distance of 100.84 feet; Thence North 28°50'46" East a distance of 134.57 feet; Thence North 45°51'44" East a distance of 122.94 feet; Thence North 66°34'43" East a distance of 163.72 feet; Thence North 14°00'00" West a distance of 196.00 feet; Thence North 20°46'54" East a distance of 183.73 feet; Thence North 34°55'28" East a distance of 350.14 feet; Thence South 84°00'00" East a distance of 568.00 feet; Thence South 45°51'39" East a distance of 375.84 feet; Thence South 75°15'40" East a distance of 214.95 feet; Thence North 75°44'09" East a distance of 140.04 feet to the Southwesterly corner of Lot 65 Shangri-La Number Two, a subdivision in Sections 24 and 25, Town 1 North, Range 11 West, Gun Plain Township, Allegan County, Michigan and Sections 19 and 30, Town 1 North, Range 10 West, Prairieville Township, Barry County, Michigan; Thence along the waterfront lot lines of Shangri-La Number Two the following courses:

Thence North 75°44'09" East a distance of 41.38 feet; Thence South 29°05'07" East a distance of 137.15 feet; Thence South 27°30'05" East a distance of 164.49 feet; Thence South 18°26'46" East a distance of 114.69 feet; Thence South 00°09'10" West a distance of 17.50 feet; Thence South 31°37'49" East a distance of 333.65 feet; Thence North 87°30'06" East a distance of 255.66 feet; Thence South 17°02'34" East a distance of 83.21 feet; Thence South 60°27'37" West a distance of 142.66 feet; Thence North 87°37'25" West a distance of 155.21 feet; Thence South 86°48'42" West a distance of 146.38 feet; Thence South 41°00'09" West a distance of 151.30 feet; Thence South 16°35'13" West a distance of 294.12 feet; Thence South 13°07'18" West a distance of 103.93 feet to a monument point of Park "A" of Shangri-La Number One, a subdivision in Section 25, Town 1 North, Range 11 West, Gun Plain Township, Allegan County, Michigan; Thence along the waterfront lot lines of Shangri-La Number One the following courses:

Thence North 65°00'00" West a distance of 105.00 feet; Thence North 89°09'30" West a distance of 188.57 feet; Thence North 73°52'30" West a distance of 169.73 feet; Thence South 83°18'38" West a distance of 160.23 feet; Thence South 67°50'22" West a distance of 99.33 feet; Thence South 31°21'36" West a distance of 146.85 feet; Thence South 64°57'32" West a distance of 144.45 feet; Thence North 67°12'09" West a distance of 62.00 feet; Thence South 31°32'46" West a distance of 37.34 feet; Thence South 07°58'50" East a distance of 124.56 feet; Thence South 82°01'10" West a distance of 58.00 feet to a monument point of Lot 20 of Kelly Oaks, a subdivision in Section 25, Town 1 North, Range 11 West, Gun Plain Township,

Allegan County, Michigan; Thence along the waterfront lot lines of Kelly Oaks the following courses:

Thence North 62°07'54" West a distance of 215.42 feet; Thence North 40°00'00" West a distance of 52.39 feet; Thence North 11°17'21" West a distance of 322.11 feet; Thence South 77°41'17"

West a distance of 85.45 feet; Thence South 05°19'10" West a distance of 178.53 feet; Thence South 13°08'02" West a distance of 300.88 feet; Thence South 06°19'41" East a distance of 320.65 feet; Thence South 13°10'30" East a distance of 100.01 feet; Thence South 01°23'00" West a distance of 59.16 feet; Thence South 10°23'30" West a distance of 60.03 feet; Thence South 22°09'30" West a distance of 102.11 feet; Thence South 69°21'00" West a distance of 68.67 feet; Thence North 70°00'20" West a distance of 87.56 feet to the Easterly most corner of Lot 39 of Trout Cove Subdivision, being part of Section 25, Town 1 North, Range 11 West, Gun Plain Township, Allegan County, Michigan; Thence along the waterfront lots of Trout Cove Subdivision the following courses:

Thence North 40°10'30" West a distance of 164.38 feet; Thence North 03°59'30" West a distance of 223.60 feet; Thence North 30°58'30" West a distance of 505.39 feet; Thence North 64°37'00" West a distance of 263.71 feet; Thence South 80°00'00" West a distance of 80.00 feet; Thence South 09°58'00" East a distance of 146.97 feet; Thence South 55°00'00" West a distance of 140.00 feet; Thence South 04°07'30" East a distance of 311.04 feet; Thence South 43°26'00" East a distance of 718.06 feet; Thence South 23°06'30" East a distance of 110.46 feet; Thence South 04°00'30" East a distance of 57.95 feet; Thence South 66°03'00" West a distance of 561.56 feet; Thence North 10°00'00" East a distance of 55.32 feet; Thence North 30°00'00" East a distance of 295.26 feet; Thence North 20°00'00" East a distance of 90.00 feet; Thence North 40°00'00" West a distance of 80.00 feet; Thence South 75°00'00" West a distance of 90.00 feet; Thence South 32°51'30" West a distance of 427.71 feet; Thence South 50°00'00" East a distance of 145.00 feet; Thence South 30°00'00" West a distance of 15.00 feet; Thence South 57°30'00" East a distance of 100.00 feet; Thence South 10°30'00" West a distance of 298.42 feet; Thence South 33°50'30" West a distance of 104.36 feet; Thence South 71°05'30" West a distance of 123.49 feet to the Westerly most point of Lot 1 of Trout Cove Subdivision; Thence along the unplatted waterfront the following courses:

Thence South 60°43'28" West a distance of 60.00 feet; Thence North 67°34'18" West a distance of 127.90 feet to the Northeasterly corner of Lot 82 of Sheltered Bay Subdivision Number One, being part of Sections 25 and 36, Town 1 North, Range 11 West, Gun Plain Township, Allegan County, Michigan; Thence along the waterfront lots of Sheltered Bay Subdivision Number One the following courses:

Thence North 72°52'00" West a distance of 100.00 feet; Thence North 63°40'00" West a distance of 215.00 feet to the easterly most corner of Lot 68 of Sheltered Bay Subdivision, being part of Section 25, Town 1 North, Range 11 West, Gun Plain Township, Allegan County, Michigan; Thence along the waterfront lots of Sheltered Bay Subdivision the following courses:

Thence North 38°30'00" West a distance of 110.00 feet; Thence North 25°00'00" East a distance of 744.53 feet; Thence North 09°38'00" West a distance of 395.48 feet; Thence North 64°58'30" East a distance of 30.00 feet; Thence North 14°58'30" East a distance of 190.00 feet; Thence North 09°50'30" West a distance of 100.00 feet; Thence South 79°22'30" West a distance of 100.00 feet; Thence South 25°00'00" West a distance of 160.00 feet; Thence South 75°01'30" East a distance of 127.00 feet; Thence South 14°58'30" West a distance of 64.61 feet; Thence South 64°58'30" West a distance of 233.66 feet; Thence North 85°21'30" West a

distance of 54.91 feet; Thence North 19°52'30" West a distance of 85.30 feet; Thence North 57°1 1'30" West a distance of 48.90 feet; Thence South 49°28'30" West a distance of 61.00 feet; Thence South 03°18'30" East a distance of 135.63 feet; Thence South 22°34'30" West a distance of 111.13 feet; Thence South 85°00'00" West a distance of 100.00 feet; Thence South 50°00'00" West a distance of 228.60 feet; Thence North 59°28'01" West a distance of 57.96 feet; Thence around a curve to the left having a radius of 56.00 feet and length 37.17 with a chord bearing North 33°33'00" West a distance of 36.54 feet; Thence around a curve to the right having a radius of 900.00 feet a length of 198.87 feet with a chord bearing North 1 1°23'30" East a distance of 160.81 feet; Thence North 74°41'30" East a distance of 94.95 feet; Thence South 32°59'00" East a distance of 60.00 feet; Thence South 81°04'00" East a distance of 82.01 feet; Thence North 50°36'30" East a distance of 80.00 feet; Thence North 12°25'30" East a distance of 92.04 feet; Thence North 15°37'30" West a distance of 108.49 feet; Thence North 54°08'00" West a distance of 205.89 feet; Thence South 31°19'30" West a distance of 105.00 feet; Thence South 45°00'00" West a distance of 140.00 feet; Thence South 53°00'30" West a distance of 222.45 feet; Thence South 06°31'30" West a distance of 169.27 feet; Thence South 48°34'30" West a distance of 129.09 feet; Thence South 67°56'30" West a distance of 55.09 feet; Thence South 37°30'00" West a distance of 58.52 feet; Thence South 84°54'30" West a distance of 75.36 feet; Thence South 57°29'00" West a distance of 45.00 feet; Thence South 33°55'00" West a distance of 86.80 feet; Thence South 13°20'00" East a distance of 23.87 feet; Thence South 40°22'30" East a distance of 35.00 feet; Thence North 90°00'00" East a distance of 130.00 feet; Thence North 49°58'00" East a distance of 113.45 feet; Thence South 80°02'00" East a distance of 48.25 feet; Thence South 15°00'00" East a distance of 315.00 feet; Thence South 35°40'00" West a distance of 51.60 feet; Thence North 83°06'00" West a distance of 300.77 feet; Thence South 81°15'30" West a distance of 90.00 feet; Thence South 04°23'30" West a distance of 150.00 feet; Thence North 90°00'00" West a distance of 55.00 feet; Thence North 26°41'00" West a distance of 74.78 feet; Thence North 47°08'30" West a distance of 227.19 feet to a monument point on the Easterly line of Lot 73 of Sheltered Bay Subdivision Number Two, being part of Section 25, Town 1 North, Range 11 West, Gun Plain Township, Allegan County, Michigan; Thence along the waterfront lots of Sheltered Bay Subdivision Number Two the following courses:

Thence North 22°00'56" East a distance of 38.06 feet; Thence North 63°37'00" West a distance of 126.51 feet; Thence North 21°06'00" West a distance of 58.58 feet; Thence North 49°36'00" East a distance of 146.16 feet; Thence North 82°12'00" East a distance of 115.78 feet; Thence North 33°18'00" East a distance of 117.12 feet; Thence North 33°51'30" West a distance of 98.35 feet to a monument point on the Northerly line of Lot 79 of said subdivision; Thence along the unplatted waterfront the following courses:

Thence North 08°56'47" East a distance of 100.33 feet; Thence North 31°41'19" East a distance of 132.07 feet; Thence North 23°37'47" East a distance of 194.19 feet; Thence North 33°21'34" East a distance of 157.66 feet; Thence North 46°49'52" East a distance of 119.45 feet; Thence North 68°56'15" East a distance of 93.58 feet; Thence North 46°11'11" East a distance of 298.34 feet; Thence North 67°11'54" East a distance of 108.26 feet; Thence North 51°30'09" East a distance of 155.65 feet; Thence North 31°57'24" East a distance of 71.15 feet; Thence North 75°1 1'07" East a distance of 113.41 feet; Thence North 32°20'33" East a distance of 105.75 feet; Thence North 63°50'3 1" East a distance of 85.55 feet; Thence North 73°54'38" East a distance of 79.38 feet; Thence South 86°05'11" East a distance of 65.41 feet; Thence North

25°27'34" East a distance of 79.14 feet; Thence North 11°33'20" West a distance of 87.90 feet; Thence North 20°06'41" East a distance of 60.71 feet; Thence North 64°18'27" East a distance of 162.29 feet; Thence North 78°34'10" East a distance of 127.11 feet; Thence North 60°14'47" East a distance of 85.96 feet; Thence North 77°44'49" East a distance of 58.58 feet; Thence South 86°38'51" East a distance of 46.97 feet; Thence North 75°40'43" East a distance of 42.87 feet; Thence North 37°35'49" East a distance of 54.55 feet; Thence North 65°57'27" East a distance of 52.60 feet; Thence South 85°15'04" East a distance of 86.02 feet; Thence South 73°35'04" East a distance of 131.77 feet to the Southwesterly corner of Lot 111, Shangri-La Number Three and the Place of Beginning.

Area Known as the Beach

Part of the Northwest ¼ of Section 25, Town 1 North, Range 11 West, Gun Plain Township, Allegan County, Michigan being more particularly described as: Commencing at the North one-quarter post of said section; Thence North 89°44'54" East along the North line of said section 201.03 feet; Thence South 02°07'09" East along an extension of the Westerly most line of Shangri-La Number Three, being a subdivision in sections 24 and 25 of said township, 372.37 feet to a point on the shore of Lake Doster; Thence along the shore of Lake Doster the following courses: North 73°34'45" West 131.85 feet, North 85°16'11" West 85.94 feet, South 65°57'27" West 52.60 feet, South 37°35'49" West 54.55 feet, South 75°40'43" West 42.87 feet, North 86°38'51" West 46.97 feet, South 77°44'49" West 58.58 feet, South 60°14'47" West 85.96 feet, South 78°34'10" West 127.11 feet, South 64°18'27" West 162.29 feet, South 20°06'41" West 60.71 feet, South 11°33'20" East 87.90 feet, South 25°27'34" West 79.14 feet, North 86°05'11" West 65.41 feet, South 73°53'59" West 79.39 feet, South 63°51'02" West 85.54 feet to a meander point and the Place of Beginning; Thence continuing along a meander line on the shore of Lake Doster the following Courses: South 32°20'33" West 105.75 feet; South 75°11'07" West 113.41 feet to a meander point; Thence North 37°03'41" West 106.33 feet to the centerline of Midlakes Boulevard; Thence along said centerline around a curve to the right having a radius of 2942.12 feet, a length of 206.55 feet to the far end of a cord bearing North 53°01'07" East 206.51 feet; Thence South 35°45'12" East 111.81 feet to the Place of Beginning. Together with and subject to a county road right of way over the Northwesterly 33 feet thereof.

Area Known as the Boat Launch

Part of the Northwest ¼ of Section 25, Town 1 North, Range 11 West, Gun Plain Township, Allegan County, Michigan, being more particularly described as: Commencing at the Northerly most corner of Lot 79, Sheltered Bay Subdivision Number Two, Town 1 North, Range 11 West, Gun Plain Township also being the Place of Beginning; Thence North 76°42'22" West along the Northeasterly line of said plat 42.28 feet (Platted as North 77°01'00" West) to the center of Midlakes Boulevard as platted;

Thence along said centerline as recorded in Liber 768, Page 527 of Allegan County records around a curve to the left having a radius of 234.39 feet, a length of 98.52 feet to the end of a long chord bearing North 39°49'26" East 97.80 feet; Thence North 27°46'56" East along the centerline of said road 12.96 feet; Thence South 76°42'22" East 47.49 feet to a meander point; Thence South 8°56'47" West along a meander line 100.33 feet to a meander point on the shore of Lake Doster; Thence North 76°42'22" West along the Northeasterly line of said plat 59.74 feet (Platted as North 77°0 1 '00" West 59.71 feet) to the Place of Beginning.

Together with and subject to a county road right of way over the Westerly 33 feet thereof.

Area Known as Dam #1

Part of the Northwest ¼ of Section 25, Town 1 North, Range 11 West, Gun Plain Township, Allegan County, Michigan, being more particularly described as: Commencing at the Northerly most corner of Lot 79, Sheltered Bay Subdivision Number Two, Town 1 North, Range 11 West, Gun Plain Township, Allegan County, Michigan; Thence South 76°42'22" East along the Northeasterly line of said plat 59.74 feet (Platted as South 77°0

1 '00" East 59.71 feet) to the Northeasterly corner of the Northerly line of said lot; Thence North 08°56'47" East 100.33 feet to a meander point on the shore of Lake Doster, also being the Place of Beginning; Thence North 76°42'22" West 47.49 feet to the centerline of Midlakes Boulevard as recorded in Liber 768, Page 527 of Allegan County records; Thence North 62°13'04" West 69.12 feet; Thence North 21°20'39" East 371.20 feet; Thence North 38°00'40" East 313.73 feet; Thence South 46°29'17" East 176.61 feet to a meander point on the shore of Lake Doster; Thence along a meander line the following courses:

South 68°56'15" West 30.00 feet,
South 46°49'52" West 119.45 feet,
South 33°21'34" West 157.66 feet,
South 23°37'47" West 194.19 feet,
South 31°41'19" West 132.07 feet to the Place of Beginning.

Together with and subject to a county road right of way as recorded in Liber 768, Page 527 of Allegan County records.

Area Known as Dam #2

Part of the Northwest ¼ of Section 25, Town 1 North, Range 11 West, Gun Plain Township, Allegan County, Michigan being more particularly described as: Commencing at the North one-quarter post of said section; Thence North 89°44'54" East along the North line of said section 201.03 feet; Thence South 02°07'09" East along an extension of the Westerly most line of Shangri-La Number Three, being a subdivision in sections

24 and 25 of said township, 372.37 feet to a point on the shore of Lake Doster; Thence along the shore of Lake Doster the following courses: North 73°34'45" West 131.85 feet, North 85°16'11" West 85.94 feet, South 65°57'27" West 52.60 feet, South 37°35'49" West 54.55 feet, South 75°40'43" West 42.87 feet, North 86°38'51" West 46.97 feet, South 77°44'49" West 58.58 feet, South 60°14'47" West 85.96 feet, South 78°34'10" West 127.11 feet, South 64°18'27" West 162.29 feet, South 20°06'41"

West 60.71 feet, South 11°33'20" East 87.90 feet, South 25°27'34" West 79.14 feet, North 86°05'11" West 65.41 feet, South 73°53'59" West 79.39 feet to a meander point and the Place of Beginning; Thence continuing along a meander line on the shore of Lake Doster South 63°51'02" West 85.54 feet to a meander point; Thence North 35°45'12" West 144.81 feet; Thence North 04°42'37" West 94.10 feet; Thence North 54°48'26" East 196.83 feet; Thence South 30°24'41" East 138.21 feet to the Southeasterly line of Midlakes Boulevard as recorded in Liber 768, Page 527 of Allegan County records; Thence South 52°55'29" West along said line 124.30 feet; Thence South 21°58'04" East 100.19 feet to the Place of Beginning. Together with and subject to a county road right of way as recorded in Liber 768, Page 527 of Allegan County records.

Area Known as Dam #3

Part of the Northwest ¼ of Section 25, Town 1 North, Range 11 West, Gun Plain Township, Allegan County, Michigan being more particularly described as: Commencing at the North one-quarter post of said section; Thence North 89°44'54" East along the North line of said section 201.03 feet; Thence South 02°07'09" East along an extension of the Westerly most line of Shangri-La Number Three, being a subdivision in sections 24 and 25 of said township, 372.37 feet to a point on the shore of Lake Doster; Thence along the shore of Lake Doster the following courses:

North 73°34'45" West 131.85 feet,
North 85°16'11" West 85.94 feet,
South 65°57'27" West 52.60 feet,
South 37°35'49" West 54.55 feet,
South 75°40'43" West 42.87 feet,
North 86°38'51" West 46.97 feet,
South 77°44'49" West 58.58 feet,
South 60°14'47" West 85.96 feet,
South 78°34'10" West 127.11 feet,

South 64°18'27" West 22.56 feet to a meander point and the Place of Beginning; Thence continuing along a meander line the following courses:

South 64°18'27" West 139.73 feet,
South 20°06'41" West 60.71 feet,
South 11°33'20" East 87.90 feet to a meander point;

Thence North 23°13'46" West 135.27 feet to the Southerly line of Midlakes Boulevard as recorded in Liber 768, Page 527; Thence North 02°37'23" East 111.74 feet; Thence

North 61°34'00" East 129.84 feet to the Southwesterly line of Shangri-La Number Four, being a site-condominium located in sections 24 and 25 of said township; Thence South 33°55'06" East along said line (recorded as South 33°13 '44" East) and the extension thereof 113.33 feet to the Place of Beginning;

Together with and subject to a county road right of way as recorded in Liber 768, Page 527 of Allegan County records.

Private Parks Descriptions

Area known as South Bay Park as platted in Sheltered Bay Subdivision, Section 25, Town 1 North, Range 11 West, Gun Plain Township, Allegan County, Michigan, Liber 9, Page 11-12

Area known as Park "A" as platted in Shangri-La Number One, Section 25, Town 1 North, Range 11 West, Gun Plain Township, Allegan County, Michigan, Liber 10, Page 36-38

Area known as Park "B" as platted in Shangri-La Number One, Section 25, Town 1 North, Range 11 West, Gun Plain Township, Allegan County, Michigan, Liber 10, Page 36-38

Area known as Park "C" as platted in Shangri-La Number One, Section 25, Town 1 North, Range 11 West, Gun Plain Township, Allegan County, Michigan, Liber 10, Page 36-38

Area known as Park "D" as platted in Shangri-La Number Two, Sections 24 & 25, Town 1 North, Range 11 West, Gun Plain Township, Allegan County and Sections 19 & 30 Town 1 North, Range 10 West, Prairieville Township, Barry County, Michigan, Liber 10, Page 72-74

Area known as Park "E", including the "Private Walks" attached thereto, as platted in Shangri-La Number Three, Section 25, Town 1 North, Range 11 West, Gun Plain Township, Allegan County, Michigan, Liber 10, Page 87-89

Area known as "Parkway Park" being platted as Parkway in Sheltered Bay Subdivision, Section 25, Town 1 North, Range 11 West, Gun Plain Township, Allegan County, Michigan, Liber 9, Page 11-12.

Area known as the "Outlot" near the intersection of Golfview Drive and South Lake Doster Drive being described as follows: Beginning at a point found by commencing at the South one-quarter post of Section 25, Town 1 North, Range 11 West, Gun Plain Township, Allegan County Michigan and running thence North 00°29'32" East on the North and South one-quarter line of said section 2254.11 feet; Thence South 56°02'37" West 103.79 feet; Thence North 82°13'32" West 66.50 feet; Thence North 47°35'18" West 104.28 feet to the Point of Beginning of this description; Thence North 16°48'56" East 133.37 feet; Thence North 67° 12'55" West 75.00 feet to the Northeasterly corner of Lot 82, Sheltered Bay Subdivision Number One, a subdivision recorded in Liber 10 of Plats on Pages 22 and 23, Thence South 16°01'23" West 123.90 feet to the Southeasterly corner of said Lot 82 (recorded as South 15°40'00" West 123.90 feet); Thence around a curve to the right with a radius of 420.58 feet to the far end of a chord which bears South 59°50'40" East 74.90 feet to the Point of Beginning.

Area known as "Six Lot Easement" as platted in Shangri-La Number Two, Sections 24 & 25, Town 1 North, Range 11 West, Gun Plain Township, Allegan County and Sections 19 & 30 Town 1 North, Range 10 West, Prairieville Township, Barry County, Michigan, Liber 10, Page 72-74

Private Road Descriptions

Private road known as Parkway as platted in Sheltered Bay Subdivision, Section 25, Town 1 North, Range 11 West, Gun Plain Township, Allegan County, Michigan, Liber 9, Page 11-12

Private road known as Bayview Lane as platted in Sheltered Bay Subdivision, Section 25, Town 1 North, Range 11 West, Gun Plain Township, Allegan County, Michigan, Liber 9, Page 11-12
Private road known as Lakeview Lane as platted in Sheltered Bay Subdivision, Section 25, Town 1 North, Range 11 West, Gun Plain Township, Allegan County, Michigan, Liber 9, Page 11-12

Private road known as Blarney Lane as platted in Trout Cove Subdivision, Section 25, Town 1 North, Range 11 West, Gun Plain Township, Allegan County, Michigan, Liber 9, Page 7-8

Private road known as Kelly Drive as platted in Kelly Oaks, Section 25, Town 1 North, Range 11 West, Gun Plain Township, Allegan County, Michigan, Liber 13, Page 19-23

Private road known as South Fork Drive as platted in Kelly Oaks, Section 25, Town 1 North, Range 11 West, Gun Plain Township, Allegan County, Michigan, Liber 13, Page 19-23

Private road known as Lagoon Parkway as platted in Shangri-La Number One, Section 25, Town 1 North, Range 11 West, Gun Plain Township, Allegan County, Michigan, Liber 10, Page 36-38

Private road known as Terrace Court as platted in Shangri-La Number One, Section 25, Town 1 North, Range 11 West, Gun Plain Township, Allegan County, Michigan, Liber 10, Page 36-38

Private road known as Shangri-La Circle as platted in Shangri-La Number One, Section 25, Town 1 North, Range 11 West, Gun Plain Township, Allegan County, Michigan, Liber 10, Page 36-38

Private road known as Parkway as platted in Shangri-La Number Two, Sections 24 & 25, Town 1 North, Range 11 West, Gun Plain Township, Allegan County and Sections 19 & 30, Town 1 North, Range 10 West, Prairieville Township, Barry County, Michigan, Liber 10, Page 72-74

EXHIBIT "B"

DEVELOPER LANDS

Midlakes Southview Future Development

Part of the Northwest $\frac{1}{4}$ of section 25, Town 1 North, Range 11 West, Gun Plain Township, Allegan County, State of Michigan being more particularly described as: Commencing at the North one-quarter post of said section 25; Thence North $89^{\circ}44'54''$ East along the North section line a distance of 201.03 feet; Thence South $02^{\circ}07'09''$ East along an extension of the Westerly most line of Shangri-La Number Three, being a subdivision in sections 24 and 25 of said township, 372.37 feet to a point on the shore of Lake Doster; Thence South $64^{\circ}49'41''$ West 1332.99 feet to a meander point on the shore of Lake Doster and the Place of Beginning; Thence along the shore of Lake Doster the following courses:

South $31^{\circ}57'24''$ West 71.15 feet,

South $51^{\circ}30'09''$ West 155.65 feet,

South $67^{\circ}11'54''$ West 108.26 feet,

South $46^{\circ}11'11''$ West 152.98 feet to a meander point on the shore of Lake Doster;

Thence North $48^{\circ}40'17''$ West 277.29 feet; Thence 1263.05 feet around a curve to the right having a radius of 3149.50 feet to the far end of a chord bearing North $52^{\circ}49'00''$ East 1254.61 feet and the Southwesterly line of Shangri-La Number four, being a site condominium located in sections 24 and 25 of said township; Thence South $33^{\circ}55'08''$ East along said line 112.61 feet; Thence South $61^{\circ}34'00''$ West 129.84 feet; Thence South $02^{\circ}37'23''$ East 107.14 feet to the centerline of a revised Midlakes Boulevard; Thence along said centerline 77.71 feet around a curve to the left having a radius of 2942.12 to the far end of a chord bearing South $60^{\circ}20'46''$ West 77.71 feet; Thence North $30^{\circ}24'41''$ West 124.75 feet; Thence South $54^{\circ}48'26''$ West 196.83 feet; Thence South $04^{\circ}42'37''$ East 94.10 feet; Thence South $35^{\circ}45'12''$ East 33.00 feet to the centerline of a revised Midlakes Boulevard; Thence along said centerline 206.55 feet around a curve to the left having a radius of 2942.12 feet to the far end of a chord bearing South $53^{\circ}01'07''$ West 206.51 feet; Thence South $37^{\circ}03'41''$ East 106.33 feet to the Place of Beginning.

Midlakes Northview Future Development

Part of the Southeast $\frac{1}{4}$ of section 24 and the Northeast $\frac{1}{4}$ of section 25, Town 1 North, Range 11 West, Gun Plain Township, Allegan County, State of Michigan being described as: Commencing at the North one-quarter post of said section 25; Thence North $89^{\circ}44'54''$ East along the North section line of section 25 a distance of 328.04 feet to the Easterly line of Shangri-La Number four, being a site-condominium in said sections and the Place of Beginning; Thence along said Easterly line North $14^{\circ}40'06''$ West 97.27 feet to the Northeasterly corner of Unit 12 of said site-condominium; Thence North $56^{\circ}07'53''$ East 333.98 feet; Thence North $17^{\circ}40'47''$ East 703.94 feet; Thence North $62^{\circ}49'47''$ East 516.32 feet to an extension of the westerly line of Lot

115 of Shangri-La Number Three, a plat in said sections; Thence along said westerly line South 15° 15'32" East 200.00 Feet to the Southwesterly corner of said lot; Thence along the Northwesterly line of Midlakes Boulevard as platted the following courses:

Around a curve to the left having a radius of 605.39 feet and a length of 631.22 feet to the far end of a chord bearing South 44°52'14" West 603.02 feet, South 15°00'00" West 246.83 feet, Around a curve to the right having a radius of 481.40 and a length of 345.59 feet to the far end of a chord bearing South 35°33'56" West 338.21 feet, South 56°07'53" West 200.00 feet,

Around a curve to the right having a radius of 475.31 feet and a length of 110.26 feet to the far end of a chord bearing South 62°46'38" West 110.02 feet to the Southeasterly corner of Unit 12 of Shangri-La Number Four; Thence along the Easterly line of said site-condominium North 14°40'06" West 112.61 feet to the Place of Beginning.

Additional Undeveloped LDDC Lots and Parcels

1. COM NW COR LOT 111 SHANGI-LA #3 TH N 32.89 TO C/L MIDLAKES BLVD TH SWLY ALG C/L 226.45' TH S 64 DEG 18' 14" W 423.36' TH S 61 DEG 22' 08" W 80.98' TH S 28 DEG 37' 52" E 33' TO POB OF THIS DESC TH S 23 DEG 31' 14" E 135.27' TH S 25 DEG 10' 06" W 79.14' TH N 86 DEG 22' 39" W 65.41 TH S 73 DEG 36' 31" W 79.39 TH N 22 DEG 15' 32" W 100.19' TH N 52 DEG 38' 01" E 198.64 TH N 61 DEG 22' 08" E 1.36 TO POB SEC 25 T1N R11W (02)
2. Lot 13 Kelly Oaks Sec 25 T1N R11W (90), commonly known as 32 S. Lake Doster Road, Plainwell, MI
3. Lot 22 Kelly Oaks T1N R11W (90), commonly known as 365 S. Fork Drive, Plainwell, MI
4. Unit #12, Shangri-La #4 Condominium, according to a Master Deed recorded in Liber 1649, Page 841 and designated as Subdivision Plan #81 in the Allegan County, Michigan records
5. Lot 49 Shangri-La No 2 Sec 24 and Section 25 T1N R10W
6. Lot 50 Shangri-La No 2 Sec 24 and Section 25 T1N R10W
7. Lot 51 Shangri-La No 2 Sec 24 and Section 25 T1N R10W
8. Lot 53 Shangri-La No 2 Sec 24 and Section 25 T1N R10W
9. Lot 54 Shangri-La No 2 Sec 24 and Section 25 T1N R10W
10. Lot 55 Shangri-La No 2 Sec 24 and Section 25 T1N R10W
11. Lot 56 Shangri-La No 2 Sec 24 and Section 25 T1N R10W