

Declaration of Covenants and Restrictions

This Declaration of Covenants and Restrictions is hereby declared by the Lake Doster Lake Association Board of Directors pursuant to its authority granted by its individual members within their individual Application For Membership and Statement Of Declarations document.

This Declaration hereby amends, restates, and replaces in full all previously existing plat restrictions relating to lands further described in Attachment A, as incorporated herein and hereafter referred to as the "Restriction Area".

This Declaration runs with the land and shall be binding on all parties and persons claiming them upon the date of the recording and shall continue in full force and effect until such time as amended, restated, or replaced in accordance with the applicable Lake Doster Lake Association documentation (i.e. by the Lake Doster Lake Association Board of Directors or by an instrument signed by a majority of the then owners of the Lots listed within Attachment A that has been recorded changing said Covenants and Restrictions in whole or in part.)

Invalidation of any one of the provisions of this Declaration by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

DEFINITIONS:

The following words and terms, when used in these Restrictions or any supplemental or amendatory declaration, are defined as:

The Board shall mean and refer to the LDLA's properly elected Board of Directors.

Building Control Committee (hereafter "BCC") shall mean Members of an LDLA committee, appointed by and reporting to the board, whose goal & objective is to preserve the monetary and aesthetic value of LDLA member property.

Bylaws shall mean and refer to the LDLA's Bylaws as recorded at the Allegan County Register of Deeds at Document #2006006225 and the Barry County Register of Deeds at Document #1171045, and as revised or amended in the future.

Commercial vehicles & equipment: Any truck or motor vehicle with a cab and chassis to include but not limited to a stake, rack, dump, delivery van, wrecker, utility, tanker body, non-recreational trailer, commercial equipment such as backhoes, power shovels, bulldozers, earth moving equipment, and similar vehicles or other commercially used vehicle bodies or any vehicle which has a commercial license plate.

Declaration: This Declaration of Covenants and Restrictions.

Dwelling: A multi-room residential structure designed as a self-contained unit for occupancy by one single family unit.

Enforcement of this Declaration shall be as provided in Article IX and seeking the remedies as set forth in Article XI below.

Lake Doster Lake Association (hereafter “LDLA”) is a Michigan nonprofit corporation, together with its successors, legal representatives, and assigns. LDLA is comprised of its Members and shall mean and refer to the Membership’s entire association, as represented by its properly elected Board of Directors which governs on behalf of its members.

Lot: A parcel of land that is platted or unplatted, developed or undeveloped within the lands described within Attachment A (attached hereto and incorporated within this document) and is identified with an individual lot or parcel number with either Allegan or Barry County.

Member: shall have the meaning as set forth in the Bylaws of the LDLA.

Refuse: shall mean any miscellaneous waste materials resulting from housekeeping, mercantile enterprises, trades, manufacturing and offices, including other waste matter such as slag, stone, broken concrete, fly ash, sashes, tin cans, glass, scrap metal, rubber, paper, rags, chemicals or any similar or related combinations thereof.

Resident(s) shall mean and refer to those individual(s) who own(s) or occupy(ies) a Lot, extended to include their family members and/or visiting guests.

Restrictions shall mean and refer to the LDLA restrictions described herein, together with any future supplements or amendments.

Restriction Area shall refer to all parcels and Lots within the subdivisions listed on Attachment A as attached and incorporated within this document.

Structure: Anything other than a Dwelling which is constructed or erected, having a permanent location on the ground or attachment to something having such location.

I: General:

A. This Declaration and its enforcement is intended to maintain the intrinsic and aesthetic values of all of the Restriction Area for the benefit of the members of the LDLA.

B. All covenants and restrictions relating to the construction or modification of dwellings, structures, buildings, installed docks, landscaping, or any lot alterations or improvements included in the Plat Restrictions referenced in Section 7.2 of the Bylaws,

any future amendments thereof and any future restrictions properly adopted by the LDLA shall be administered by the BCC, under direction of the Board.

C. Before any construction, improvement(s), or alteration(s) begin(s) on any lot, plans for such must be submitted in writing to the BCC. Written approval must be received from the BCC before proceeding. Any appropriate regulating authority's approval or permits must also be obtained.

D. Construction, materials and placement of lot owner's docks, boat lifts, water rafts, and other items intended for attachment to Lake Doster's lake bottom or adjacent shore must receive prior written approval of the BCC.

E. The BCC shall review all written requests in a timely manner and may require additional reasonable information and specifications.

F. The BCC shall have the right to refuse approval of plans or specifications which, in its opinion, are not compatible with other area or neighboring properties or in harmony with the Lake Doster Community as a whole.

II: Land Use and Building Type:

A. All Lots shall be used exclusively for single residential purposes. No structure, building or shelter shall be erected, altered, placed or permitted to remain on any Lot other than one single-family Dwelling and attached private garage.

B. Detached structures including, but not limited to, storage sheds, boat houses, barns, shacks, and similar structures are not permitted. Any outbuildings that were built prior to the issuance of these restrictions will be allowed to remain only with BCC conditional approval. Residents must submit an application for conditional approval by the date of the 2010 annual membership meeting. If not approved, the non-conforming structure must be removed within 60 days. If the outbuilding is conditionally approved, prior to transfer of property to a new owner, the non-conforming structure must be removed or brought into compliance with these restrictions.

C. Construction of any dwelling, structure or other improvement(s) or alteration(s) must also receive all necessary approval from appropriate public agencies.

D. Any dwelling additions must conform architecturally to the existing dwelling and be built with materials and colors similar to the existing dwelling.

E. Temporary structures. No structure of a temporary character, trailer, basement, garage, barn or other out buildings shall be used on any residential lot at any time as a residence.

F. No business, trade, or enterprise involving customer or supplier traffic on a regular basis shall be conducted or carried on upon any lot.

G. All floating, attached or anchored items such as, but not limited to, docks, boat lifts, sea walls, rafts, trampolines, and buoys, must have prior written approval of the BCC before they may be placed, erected or relocated.

H. Seasonal taking in and out of boat lifts, docks, and rafts does not require annual BCC approval provided they are placed in a previously BCC approved location and are of the prior size and design.

I. One dock box (moveable, non-permanently placed storage containers with a maximum floor area of 16 sq-ft and a maximum height of 36 inches in good repair and properly maintained) placed on or near the dock is permitted.

J. Lot owners shall not construct waterways or channels from the Lake Doster shore into their lots without prior authorization of the BCC. Appropriately sized irrigation pipes are allowed for the watering of lot landscaping only, but must be approved by the BCC before placement.

III: Residential Structures:

A. All new dwellings shall be completed on the exterior within eight (8) months from the start of construction.

B. All new dwelling construction shall have no less than 1600 square feet of living space with a minimum of 1200 square feet on the main floor.

C. The calculation of a dwelling's living space area shall not include the garage, patio, open porches, screened porches, or unfinished basement.

D. Any dwelling and garage on any lot which may, in whole or in part, be destroyed by fire, windstorm, or any other reason must be rebuilt or all debris removed and the lot restored to an appropriate condition, as determined by the BCC, within eight (8) months.

E. Any reconstruction due to fire, flood, windstorm, tornado or other cataclysmic event must be rebuilt within new dwelling requirements listed herein except that the completion date is extended to one year from the date reconstruction begins.

F. All new garages must be attached and have at least a two-car capacity, but not more than a three-car capacity.

G. All new dwelling construction and any structure alteration, when applicable, must include full utilization of municipal water and sewer facilities.

IV: Driveways, Sidewalks and Landscaping:

A. All landscaping done in conjunction with new construction must be completed in eight (8) months from the date of occupancy. Lawn areas are to be mowed and

maintained without overgrowth. Lawns may be installed with grass or ground cover. There shall be no temporary silt fences and no exterior construction material left on the lot after the eight (8) months has expired.

B. There shall be no tanks for the storage of fuel placed or maintained on any lot without BCC approval, except no more than two (2) typical 20 lb barbeque propane tanks used for residential grills and tanks for a minimal amount of gasoline used for the resident's non-commercial lawn equipment, boats, and emergency generators. Gasoline must be stored in approved containers.

C. Outdoor furnaces are prohibited.

D. No refuse pile or other unsightly or objectionable material shall be allowed or maintained on any lot. No burning of garbage, refuse or construction materials is allowed.

E. Owners of any lot(s) shall keep and maintain their property in an orderly manner at all times. Weeds and other vegetation growth shall be cut seasonally and rubbish and debris shall not accumulate on the property.

F. No trees larger than twelve (12) inches in diameter may be cut without BCC approval.

G. Driveways for new or reconstructed dwelling construction shall have a finished hard surface such as asphalt, cement, paving blocks, etc.

H. Signs placed for more than five (5) days are limited to "Home for Sale" signs, contractor's signs, and political campaign signs and will be no larger than six square feet. Political signs are to be removed within 24 hours following an election. Contractor's signs shall be removed within 24 hours following completion of their job. Commercial advertising signs are prohibited. Small (8.5x11 inches maximum) informational signs referring to handicapped individuals, home security, dogs, etc are permitted.

V: Fences, Hedges and Walls:

A. All new fences hedges and walls shall be of open construction, not more than five feet in height and must be approved by the BCC before construction begins.

B. The BCC may seek input from the adjacent property owners as part of the approval process.

C. There shall be no fences hedges or walls erected on the lakeside of the residence within 50 feet of the water's edge.

VI: Animals:

A. No animals, including but not limited to, livestock, birds, fowl, poultry, bees with hives, etc., except common household pets may be kept on any lot.

B. No animals are to be kept, bred, or maintained for commercial purposes.

C. Pets are to be kept so they do not become a menace or nuisance to the neighborhood. No noxious pet odors and excessive objectionable animal noise is permitted. Local ordinances governing pets and regulations shall prevail.

D. All residents' dogs must be kept on a leash when off their lot. Residents or their pet's walkers are to carry a bag or other container and shall pick up and properly dispose of any solid waste material deposited by their pet when off their own Lot.

VII: Vehicles and Equipment:

A. Parking:

i. Only passenger vehicles which can be stored in a standard sized residential garage may be parked within the restricted area. Included are passenger cars, window vans, SUV's, and pickup trucks with open beds, bed covers, or bed caps. Not included are buses, and pickup trucks with drive under campers. A resident's passenger vehicle(s) may only be parked on the resident's driveway, apron, or turnaround or in front of the owners or resident's lot on the road shoulder.

ii. Trailers, boats, recreational vehicles, campers, motor homes and all other motor vehicles (other than registered and functioning passenger vehicles) may not be stored in the restriction area unless they are stored in a garage. For the purpose of seasonal preparation and loading and unloading, such units may be temporarily parked on a lot or adjoining road shoulder. At no time shall any such unit be used as a residence within the restriction area.

iii. Commercial vehicles and equipment are not allowed to be parked outside overnight at any time unless they are necessary for a current BCC approved construction project.

B. Storage:

i. Trailers, boats, recreational vehicles, motor homes, detached pickup truck or car bodies, and implements designed to attach to a vehicle or powered lawn equipment such as mower decks, snowplow blades, etc. and other such vehicles and their implements other than functioning and currently licensed passenger cars, vans, SUV's, pickup trucks, must be stored in a garage or outside of the restriction area.

ii. No major long term mechanical work, repairing, or refurbishing shall be done upon motor vehicles, trailers, or boats within the restriction area unless such work or repair is done inside an enclosed garage. Junk, wrecked, inoperable, seriously damaged, and

unlicensed vehicles are not allowed to be parked in the restriction area outside the garage.

VII: Variance:

- A. The BCC may authorize variances from compliance with any of the covenants or restrictions contained herein when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations impose what the BCC believes to be an unreasonable hardship.
- B. Variance requests must be submitted to the BCC on the LDLA Restriction Compliance application form. This form may be accessible electronically through LDLA's website or will be provided by contacting any BCC Member.
- C. The BCC may seek input from neighboring or potentially affected adjoining lot owners for input before granting a variance.
- D. The BCC's granting of any variance shall not operate to waive any of the terms and provisions of this declaration for any purpose except as specifically identified within granted individual variance and shall not in any way affect the lot owner's obligation to comply with other provisions of this declaration or any governmental laws and regulations.
- E. The granting of any variance shall not be used as precedent during the consideration of an application of any other lot owner for a similar variance.

IX: Enforcement:

- A. The provisions of this declaration may be enforced with the remedies set forth in Article XI and in accordance with the LDLA's By-Laws, Article VII, Section 7.2 and Section 7.6 or by proceeding at law or in equity against the person or persons violating or attempting to violate any of the provisions of the Declaration.
- B. The LDLA, acting through its duly constituted Board of Directors, is permitted to assess monetary fines in the event of violation of any of the provisions of this Declaration and seek other such remedies in accordance with the LDLA's Bylaws or as amended.
- C. Lot owners shall be deemed and held responsible for any such violations whether they occur as a result of their personal actions or the actions of their agents, contractors, family, guests, tenants or invitees.
- D. If an owner is found to be in violation of these plat restrictions, the owner may be assessed fees equal to the costs incurred by the LDLA during the investigation and/or enforcement of these plat restrictions. This includes, but is not limited to, attorney fees, survey costs, removal or clean-up expenses, etc. This assessment will

be billed in accordance with the provisions of the LDLA By-Laws. (See Article VI - Member Assessment.)

X. Violation Resolution Procedures:

A. Any LDLA or BCC Member who believes a restriction violation has occurred shall discuss the issue with the offending lot owner to attempt resolution.

B. If the issue is not resolved after discussions between the BCC or members and the violator, the BCC or the offended lot owner shall submit a written "Report of Possible Violation" form to the Board.

C. The Board will assign a person(s) to discuss and request resolution of the violation with the offending lot owner and return the findings to the Board.

D. Upon any alleged, unresolved restriction violation being brought to the attention of the Board, the following procedures shall be followed:

- i. Notice. Notice of the violation, including the provision of the restriction violated, together with a description of the factual nature of the alleged offense shall be sent by registered mail, postage prepaid, or shall be personally delivered to the violating Member.
- ii. Opportunity to Defend. The alleged violator 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 violator be required to appear less than ten (10) days from the date of the notice.
- iii. Default. Failure to respond to the notice of violation constitutes a default by the member claimed to be in violation.
- iv. Hearing and Decision. Upon appearance by the alleged violator before the Board and presentation of evidence of defense, or, in the event of the violator's default, the Board shall, by majority vote of a quorum of its Directors, decide whether a violation has occurred. The Board's decision shall be final.

XI. Remedies:

A. Abatement - Whenever a violation of these restrictions exists, the Board, after providing the violating member with notice and an opportunity to defend in the manner set forth in Section X 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.

B. Fines - The LDLA may levy a fine or fines on a member that is in violation of this Declaration. Upon a final finding that a violation has occurred, the following fines shall be levied against the violating member

- i. First Violation. No monetary fine shall be levied.
- ii. Second Violation. A Fifty Dollar (\$50.00) fine shall be levied.
- iii. Third Violation. A Seventy Dollar (\$75.00) fine will be levied.
- iv. Forth and subsequent violations: A One-Hundred Dollar (\$100.00) fine will be levied.
- v. Yearly review of the fine structure will be conducted by the LDLA Board of Directors to determine if the fees are appropriate.
- vi. Cumulative Fines. All fines and other remedies or enforcement procedures for violation(s) shall be cumulative.

C. Suspension of Rights - In addition to fines in "B." above, the violator, at the option of the Board, may be subject to the suspension of their voting rights and any member rights and uses granted to them for a period not to exceed sixty (60) days per violation or until all monies due are paid in full, whichever is later.

D. Continuing Violation - In the event that a violation has been determined to have occurred pursuant to the procedures set forth above and such event has continued for a period of thirty (30) days after the date of such determination by the BCC and/or Board, such continuation of the violation shall constitute a separate and subsequent violation and the Board shall have the right to fine the violating Member in the next violation amount at their sole discretion.

E. Collection - The fines levied pursuant to these restrictions shall be due and payable to the LDLA 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 lot(s) to all of the remedies set forth in the LDLA's Bylaws.

F. Revocation of Rights - The Association may revoke the rights granted to a member under Member Declaration and LDLA's Bylaws, including the right to vote on LDLA matters and the right to use and enjoy LDLA 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 restrictions. Determination of such violations shall be made according to the procedures set forth in Section X above.

G. Suit for Damages - Civil proceedings may be instituted for recovery of damages against those violating or attempting to violate these restrictions.

H. Injunctive Relief - Civil proceedings may be instituted against those violating or attempting to violate these restrictions for the purpose of preventing or enjoining all or any such violations or attempted violations.

I. 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.

ATTACHMENT A

LAKE DOSTER LAKE ASSOCIATION

Restriction Area

Subdivision Descriptions

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;

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;

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;

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;

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;

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;

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;

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 all amendments to the foregoing.