

**SUPPLEMENT TO DECLARATION OF
GENERAL COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
HUNTER'S RUN PLANNED UNIT DEVELOPMENT**

15- 6.294
2

DONALD F. WATTS, JOYCE I. WATTS, and WATTS CONSTRUCTION COMPANY, INC., a Michigan Corporation, as "Declarant" of the Declaration of General Covenants, Conditions, and Restrictions for Hunter's Run Planned Unit Development recorded on May 29, 1986 at Liber 1272, Page 658 Kalamazoo County Records (the "Declaration"), and the HUNTER'S RUN ASSOCIATION, a Michigan non-profit corporation, that is executing this document as evidence of its assent, hereby supplement the Declaration in the following manner:

05653

Background

(a) The Declaration was intended to apply to all of the property described in "Schedule A" attached which was to be recorded with the Declaration. "Schedule A" was inadvertently not recorded with the Declaration. Declarant hereby corrects the Declaration by recording "Schedule A" with this Supplement.

(b) Article VI, Section 3 of the Declaration grants the Declarant the authority to add property to the Planned Unit Development within fifteen (15) years from the date of the Declaration so long as at least twenty percent (20%) of the added property constitutes common area and Comstock Township approves the inclusion. Declarant having found the requirements fulfilled, hereby adds property to the Planned Unit Development so that, upon recording, all of the property described in attached "Schedule B" shall be included within the Planned Unit Development. Also upon recording, all such property shall be subject to the Declaration, the Articles of Incorporation and the Bylaws of the Hunter's Run Association, and all other rights, covenants, conditions and restrictions affecting the property, if any.

Supplement to Declaration

Upon recordation of this document in the Office of the Register of Deeds for Kalamazoo County, the Declaration is supplemented as follows:

1. "Schedule A", attached hereto, is hereby annexed into the Declaration.
2. Declarant, pursuant to their authority under Article VI, Section 3 of the Declaration, and having found that all of the requisites to adding property are fulfilled, hereby adds property to the Planned Unit Development, so that all of the property described in attached "Schedule B" is included within the Planned Unit Development.
3. Upon recordation of this Supplement, all owners of Lots and/or Units located within the property described in "Schedule B" shall be subject to all rights and obligations of the

Declaration and of the Hunter's Run Association, a Michigan non-profit corporation, whose By-Laws are recorded at Liber 1548, Page 149, Kalamazoo County Records and any other rights, obligations, covenants, conditions, and restrictions affecting the property, if any.

4. In all other respects, the provisions of the Declaration and all of the rights and obligations of Members of the Hunter's Run Association, are hereby ratified, confirmed and redeclared.

IN WITNESS WHEREOF, the Declarants have duly executed this Supplement this 19 day of February, 1996.

WITNESSES:

Ronald L. Curtis
Ronald L. Curtis

Bradley A. Burdick
Bradley A. Burdick

Donald F. Watts
Donald F. Watts

Joyce I. Watts
Joyce I. Watts

WATTS CONSTRUCTION COMPANY,
INC., a Michigan Corporation

By: Donald F. Watts
Donald F. Watts
Its: President

ASSENTED TO:

HUNTER'S RUN ASSOCIATION

Ronald L. Curtis
Ronald L. Curtis

Bradley A. Burdick
Bradley A. Burdick

By: Wayne G. Brewer
Wayne Brewer
Its: President

STATE OF MICHIGAN)
) ss.
County of Kalamazoo)

LIBER 1834 PG 1306

The foregoing instrument was signed before me this 19th day of February, 1996, by **Donald F. Watts, and Joyce I. Watts**, and Donald F. Watts, as President and on behalf of **Watts Construction Company, Inc.**, a Michigan Corporation.

Martha R. Talbot
Martha R. Talbot, Notary Public
Kalamazoo County, Michigan
My commission expires: 4-12-2000

STATE OF MICHIGAN)
) ss.
County of Kalamazoo)

The foregoing instrument was signed before me this 19th day of February 1996, by Wayne Brewer, as President and on behalf of Hunter's Run Association.

Martha R. Talbot
Martha R. Talbot, Notary Public
Kalamazoo County, Michigan
My commission expires: 4-12-2000

PREPARED BY:
J. Patrick Lennon
Miller, Johnson, Snell & Cumiskey, P.L.C.
425 West Michigan Avenue
Kalamazoo, MI 49007
(616) 343-0282 c:\work\jpl\huntr.supp

LIBER 1834 PG 1307
"SCHEDULE A"

The Plat of "Hunter's Run" being part of the Northeast 1/4, Section 8, T.2S., R.10W., Comstock Township, County of Kalamazoo, Michigan and also a resubdivision of part of the West 79.5 feet of Lot 4 of the Plat of Rostellan, of part of the Northeast 1/4 of said Section 8, as recorded in Liber 19 of Plats, on Page 15, Kalamazoo County Records, and more particularly described as follows:

Commencing at the North 1/4 post of Section 8, T.2S., R.10W.; thence South $0^{\circ}05'26''$ East along the North and South 1/4 line of said Section 365.00 feet to the point of beginning; thence North $89^{\circ}50'40''$ East 310.12 feet; thence North $0^{\circ}09'20''$ West 70.00 feet; thence North $89^{\circ}50'40''$ East 109.24 feet; thence Northerly on a curve to the right an arc distance of 73.82 feet, radius 294.22 feet, central angle $14^{\circ}22'33''$ and chord bears North $7^{\circ}20'36''$ West 73.63 feet; thence North $0^{\circ}09'20''$ West 188.95 feet to the Northwest corner of Lot 4 of said Rostellan Plat; thence North $89^{\circ}50'40''$ East along the North line of said Lot 4 79.50 feet; thence South $0^{\circ}09'20''$ East 211.05 feet; thence Southeasterly on a curve to the left an arc distance of 223.08 feet, radius 203.38 feet, central angle $62^{\circ}50'40''$ and chord bears South $31^{\circ}34'40''$ East 212.06 feet; thence South $63^{\circ}00'00''$ East 138.00 feet; thence South $27^{\circ}00'00''$ West 66.00 feet; thence South $63^{\circ}00'00''$ East 218.00 feet; thence Southeasterly on a curve to the right an arc distance of 434.70 feet, radius 335.54 feet, central angle $74^{\circ}13'38''$ and chord bears South $25^{\circ}53'11''$ East 404.93 feet; thence South $89^{\circ}58'26''$ West 161.14 feet; thence South $8^{\circ}00'00''$ East 102.86 feet; thence South $85^{\circ}00'00''$ West 343.73 feet; thence North $60^{\circ}30'00''$ East 102.86 feet; thence South $85^{\circ}00'00''$ West 343.73 feet; thence North $60^{\circ}30'00''$ West 660.00 feet to the North and South 1/4 line of said Section 8; thence North $0^{\circ}05'26''$ West along said North and South 1/4 line 450.00 feet to the point of beginning. The above parcel contains 14.01 acres and 28 lots.

LIBER 1834 PG 1308
"SCHEDULE B"

That part of the Northeast 1/4 of Section 8, Town 2 South, Range 10 West, Comstock Township, Kalamazoo County, Michigan, described as: Commencing at the North 1/4 corner of Section 8, Town 2 South, Range 10 West; thence S 0°05'26" E 365 feet to place of beginning; thence South along North and South 1/4 line of Section 8; 2273.45 feet; thence S 89°49'55" E along the East and West 1/4 line 1617.53 feet; thence North 0°09'30" W 765.60 feet; thence N 89°49'55" W 300 feet; thence N 0°09'30" W 1682.28 feet to the South line of Lot 11 Rostellan Plat; thence S 89°50'40" W 225.18 feet; thence S 0°09'20" E 35 feet; thence S 89°50'40" W 600 feet; thence North parallel with East line of Lot 4 Rostellan Plat 200 feet; thence S 89°50'40" W 204.5 feet; thence South parallel with East line of Lot 2 Rostellan Plat 150 feet to South line of Lot 2; thence East along South line of Lot 2, Rostellan Plat 25 feet; thence S 0°09'20" E 182 feet; thence S 89°50'40" W 309.97 feet to place of beginning.

Recorded at:

2004-032162
6-28-04

SUPPLEMENT NO. 2 TO DECLARATION
OF
GENERAL COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HUNTER'S RUN PLANNED UNIT DEVELOPMENT

Donald F. Watts, Joyce I. Watts, Watts Constructions, Inc., a Michigan Corporation, and Joyce & Don, LLC, a Michigan limited liability company, as "Declarant" of the Declaration of General Covenants, Conditions and Restrictions for Hunter's Run Planned Unit Development recorded on May 29, 1986, at Liber 1272, Page 658, Kalamazoo County Records (the "Declaration"), and the Hunter's Run Association, a Michigan non-profit corporation, that is executing this document as evidence of its assent, hereby supplement the Declaration in the following manner:

Background

Article VI, Section 3 of the Declaration grants the Declarant the authority to add property to the Planned Unit Development within fifteen (15) years from the date of the Declaration so long as at least twenty percent (20%) of the added property constitutes common area Comstock Township approves the inclusion. Upon receiving approval from Comstock Township of inclusion of the property described in the attached Schedule A (the "Property") which is known as "Hunter's Creek Condominium," in the Hunter's Run Planned Unit, and after meeting the other requirements, the Declarant, on March 31, 2000, declared that the Property is added to the Planned Unit Development and subject to the terms and conditions of the Declaration, Articles of Incorporation and the Bylaws of Hunter's Run Association. Declarant is recording this Supplement No. 2 for administrative purposes.

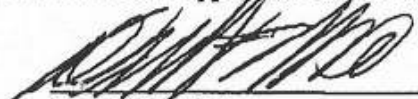
Supplement to Declaration

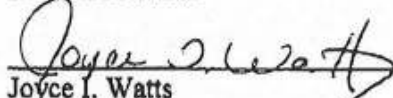
1. Declarant, pursuant to their authority under Article VI, Section 3 of the Declaration, records this Supplement No. 2.
2. Since March 31, 2000, all co-owners of Hunter's Creek Condominium located within the Property described in Schedule A have been be subject to all rights and obligations of the Declaration, as amended, and of the Hunter's Run Association, a Michigan non-profit corporation, whose Bylaws are recorded at Liber 1548, Page 149, Kalamazoo County

Records and any other rights, obligations, covenants and restrictions affecting the Property, if any.


3. In all other respects, the provisions of the Declaration and all of the rights and obligations of Members of the Hunter's Run Association, are hereby ratified, confirmed and redeclared.

The Declarants have duly executed this Supplement this 28th day of June, 2004.


Donald F. Watts

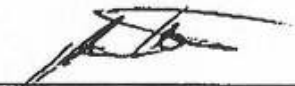

Joyce I. Watts

Joyce & Don, LLC

By: 
Donald F. Watts, Managing Member

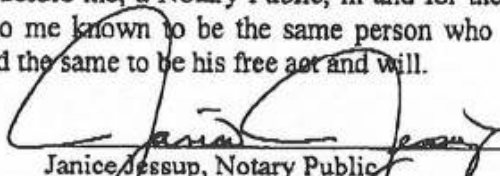
ASSENTED TO:

Hunter's Run Association

By: 
Matthew Watts, President

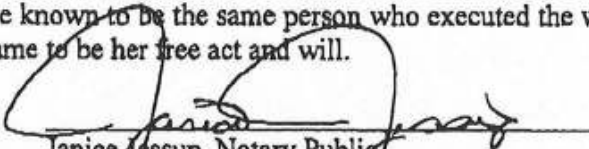
STATE OF MICHIGAN }
 } ss.
COUNTY OF KALAMAZOO }

On this 28th day of June, 2004, before me, a Notary Public, in and for the said county, personally appeared Donald F. Watts, to me known to be the same person who executed the within agreement, who has acknowledged the same to be his free act and will.


Janice Jessup, Notary Public
Kalamazoo County, Michigan
Acting in Kalamazoo County, Michigan
My Commission Expires: 3/10/07

STATE OF MICHIGAN }
 }ss.
COUNTY OF KALAMAZOO }

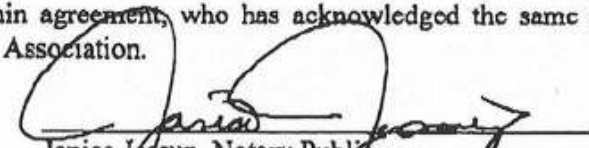
On this 28th day of June, 2004, before me, a Notary Public, in and for the said county, personally appeared Joyce I. Watts, to me known to be the same person who executed the within agreement, who has acknowledged the same to be her free act and will.



Janice Jessup, Notary Public
Kalamazoo County, Michigan
Acting in Kalamazoo County, Michigan
My Commission Expires: 3/10/07

STATE OF MICHIGAN }
 }ss.
COUNTY OF KALAMAZOO }

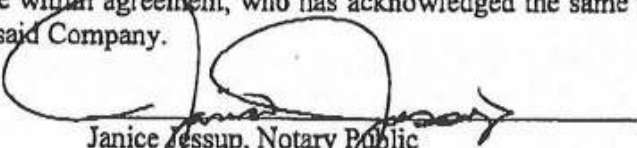
On this 28th day of June, 2004, before me, a Notary Public, in and for the said county, personally appeared Matthew Watts, President of Hunter's Run Association, to me known to be the same person who executed the within agreement, who has acknowledged the same to be his/her free act and will on behalf of said Association.



Janice Jessup, Notary Public
Kalamazoo County, Michigan
Acting in Kalamazoo County, Michigan
My Commission Expires: 3/10/07

STATE OF MICHIGAN }
 }ss.
COUNTY OF KALAMAZOO }

On this 28th day of June, 2004, before me, a Notary Public, in and for the said county, personally appeared Donald F. Watts, Managing Member of Joyce & Don, LLC, to me known to be the same person who executed the within agreement, who has acknowledged the same to be his/her free act and will on behalf of said Company.



Janice Jessup, Notary Public
Kalamazoo County, Michigan
Acting in Kalamazoo County, Michigan
My Commission Expires: 3/10/07

SCHEDULE A

Parcel No. 1

A parcel of land situate and being in the Township of Comstock, Kalamazoo County, Michigan, being more particularly described as follows:

That part of the East 1/2 of Section 8, Town 2 South, Range 10 West, Comstock Township, Kalamazoo County, Michigan described as: Commencing at the North 1/4 corner of said Section 8; thence S 00° 05' 00" E along the North and South 1/4 line of said Section 2638.28 feet to the Central 1/4 corner of said Section 8; thence S 89° 49' 31" E along the East and West 1/4 line of said Section 649.42 feet to the Point of Beginning of this description; thence N 00° 09' 19" W parallel with the East line of the West 2 of the Northeast 1/4 of said Section 316.83 feet to the Southeast corner of Lot 55 of "Hunters Run No. 3," as recorded in Liber 40 of Plats on Page 7; thence the following four courses along the boundary of said "Hunters Run No. 3": N 28° 00' 00" E 380.00 feet; N 40° 49' 12" E 130.00 feet; N 49° 22' 44" E 167.79 feet; and Northwesterly 145.38 feet on the arc of a 439.18 foot radius curve to the right with a central angle of 18° 57' 57" and a chord bearing N 31° 08' 18" W 144.71 feet; thence N 68° 20' 41" E along the boundary of "Hunters Run No. 2," as recorded in Liber 36 of Plats on Page 27, 66.00 feet; thence Southeasterly 172.87 feet on the arc of a 373.18 foot radius curve to the left with a central angle of 26° 32' 29" and a chord bearing S 34° 55' 34" E 171.33 feet; thence N 41° 48' 12" E 193.08 feet; thence S 73° 51' 40" E 64.93 feet to said East line; thence S 00° 09' 19" E along said East line 230.03 feet to a point that is N 00° 09' 19" W 765.60 feet (11 chains and 60 links) from said East and West 1/4 line; thence S 89° 49' 30" E 385.00 feet; thence S 00° 10' 30" W 400.00 feet; thence S 22° 45' 52" W 160.00 feet; thence S 00° 03' 19" E 690 feet to Comstock Creek; thence N 53° 56' 48" W 396.09 feet to the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 8 at a point S 00° 03' 19" E 240.00 feet from the Northwest corner of said Northeast 1/4; thence N 00° 03' 19" W 240.00 feet to said Northwest corner; thence N 89° 49' 31" W along said 1/4 line 668.26 feet to the point of beginning. This parcel contains 20.8 acres.

Parcel No. 2

That part of the East 1/2 of Section 8, Town 2 South, Range 10 West, Comstock Township, Kalamazoo County, Michigan described as: Commencing at the North 1/4 corner of said Section 8; thence S 00° 05' 00" E along the North and South 1/4 line of said Section 2638.28 feet to the Central 1/4 corner of said Section 8; thence S 89° 49' 31" E along the East and West 1/4 line of said Section 1317.68 feet to the Southeast corner of the West 1/2 of the Northeast 1/4 of said Section 8; thence N 00° 09' 19" W along the East line of the West 1/2 of the Northeast 1/4 of said Section 765.60 feet (11 chains and 60 links); thence S 89° 49' 30" E 385.00 feet to the Point of Beginning of this description; thence S 00° 10' 30" W 400.00 feet; thence S 22° 45' 52" W 160.00 feet; thence S 00° 03' 19" E 690 feet more or less to the center of Comstock Creek; thence Northeasterly along the center of said Comstock Creek 1650 feet more or less to a point that is S 89° 49' 30" E 882 feet more or less from the point of beginning; thence N 89° 49' 30" W 880 feet to the point of beginning. This parcel contains 17.6 acres, more or less.

Parcel No. 3

That part of the East $\frac{1}{2}$ of Section 8, Town 2 South, Range 10 West, Comstock Township, Kalamazoo County, Michigan described as: Commencing at the North $\frac{1}{4}$ corner of said Section 8; thence S $00^{\circ} 05' 00''$ E along the North and South $\frac{1}{4}$ line of said Section 2638.28 feet to the Central $\frac{1}{4}$ corner of said Section 8; thence S $89^{\circ} 49' 31''$ E along the East and West $\frac{1}{4}$ line of said Section 1317.68 feet to the Northwest corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 8; thence S $00^{\circ} 03' 19''$ E along the West line of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 240.00 feet to the Point of Beginning of this description; thence S $00^{\circ} 03' 19''$ E along said West line 600 feet more or less to the center of Comstock Creek; thence Northeasterly along the center of said Comstock Creek 500 feet more or less to a point that is S $53^{\circ} 56' 48''$ E 396.09 feet from the point of beginning; thence N $53^{\circ} 56' 48''$ W 396.09 feet to the point of beginning. This parcel contains 2.2 acres, more or less.

Prepared by:
John M. Novak
Miller, Johnson, Snell & Cumiskey, PLC
303 North Rose Street, Suite 600
Kalamazoo, Michigan 49007
(269) 226-2976

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU	
(FOR BUREAU USE ONLY)	<div style="text-align: center;"> FILED OCT 6 - 1986 Administrator MICHIGAN DEPARTMENT OF COMMERCE Corporation & Securities Bureau </div>
	Date Received OCT 02 1986
CORPORATION IDENTIFICATION NUMBER	769-670

ARTICLES OF INCORPORATION

For use by Domestic Nonprofit Corporations

(Please read instructions on last page before completing form)

Pursuant to the provisions of Act 182, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:

HUNTER'S RUN ASSOCIATION, INC.

ARTICLE II

The purpose or purposes for which the corporation is organized are:

See attached sheet.

ARTICLE III

The corporation is organized upon a nonstock (stock or nonstock) basis.

1. If organized on a stock basis, the aggregate number of shares which the corporation has authority to issue is _____. If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class are as follows:

ARTICLE III

2. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")

See Schedule A

and the description and value of its personal property assets are: (if none, insert "none")

None

The corporation is to be financed under the following general plan: Assessment of lots and dwelling units. All record owners of a fee simple title to any residential lot or dwelling unit which is in the properties, subject to the definitions in Article I of the Declarations of General Covenants, shall be a member of the Association with all privileges and obligations of membership.

The corporation is organized on a membership basis.

(membership or directorship)

ARTICLE IV

1. The address of the registered office is:

2975 Hunter's Hill, Kalamazoo , Michigan 49004
(Street Address) (City) (ZIP Code)

2. The mailing address of the registered office if different than above:

Michigan
(P.O. Box) (City) (ZIP Code)

3. The name of the resident agent at the registered office is:

Donald F. Watts

ARTICLE V

The name(s) and address(es) of all the incorporator(s) is (are) as follows:

Name

Residence or Business Address

Donald F. Watts 1346 Merry Brook, Kalamazoo, MI 49004

Joyce Watts 1346 Merry Brook, Kalamazoo, MI 49004

Edward P. Thompson 2017 Winchell, Kalamazoo, MI 49008

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

ARTICLE VI

The term of the corporate existence is perpetual.

I (We), the Incorporator(s) sign my (our) name(s) this 1st day of October, 1986.



DONALD F. WATTS



JOYCE WATTS



EDWARD P. THOMPSON

DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS INDICATED IN THE BOX BELOW. Include name, street and number (or P.O. box), city, state and ZIP code.

Lisa A. Godfrey
FOX, THOMPSON, MORRIS, STOVER & O'CONNOR
610 Comerica Building
Kalamazoo, MI 49007

Telephone:
Area Code 616
Number 381-2730

INFORMATION AND INSTRUCTIONS

1. Submit one original copy of this document. Upon filing, a microfilm copy will be prepared for the records of the Corporation and Securities Bureau. The original copy will be returned to the address appearing in the box above as evidence of filing.
Since this document must be microfilmed, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
2. This document is to be used pursuant to the provisions of Act 162, P.A. of 1982 by one or more persons for the purpose of forming a domestic nonprofit corporation.
3. Article II — The specific purpose for which the corporation is organized must be included. It is not sufficient to state that the corporation may engage in any activity within the purposes for which corporations may be organized under the Act.
4. Article III — Complete item III(1) or III(2) as appropriate, but not both.
5. Article IV — A post office box may not be designated as the street address of the registered office. The mailing address may differ from the address of the registered office only if a post office box address in the same city as the registered office is designated as the mailing address.
6. Article V — The Act requires one or more incorporators. The addresses should include a street number and name (or other designation), city and state.
7. This document is effective on the date approved and filed by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated as an additional article.
8. This document must be signed in ink by each incorporator. However, if there are 3 or more incorporators, they may, by resolution adopted at the organizational meeting by a written instrument, designate one of them to sign the articles of incorporation on behalf of all of them. In such event, these articles of incorporation must be accompanied by a copy of the resolution duly certified by the acting secretary at the organizational meeting and a statement must be placed in the articles incorporating that resolution into them.

9. FEES: Filing fee \$10.00
Franchise fee \$10.00
Total fees (Make remittance payable to State of Michigan) \$20.00

10. Mail form and fee to:

Michigan Department of Commerce
Corporation and Securities Bureau
Corporation Division
P.O. Box 30054
Lansing, MI 48909
Telephone: (517) 373-0493

HUNTER'S RUN ASSOCIATION, INC.

ARTICLE II

The purpose or purposes for which the corporation is organized are:
To promote the health, safety, and welfare of the residents of Hunter's Run Planned Unit Development within real property described in the annexed Schedule A and with any addition which may be brought within the jurisdiction of this corporation collectively the "properties", and for this purpose (a) to own, acquire, build, operate, regulate the use of, and maintain the common areas and any recreation facilities but not limited to parks, natural areas and paths, all for the benefit of the residents of Hunter's Run Planned Unit Development; (b) to carry out and enforce the covenants, conditions and restrictions which may be applicable to the properties or to any portion of them and to exercise all authority therein granted; (c) to do any other thing permitted by law which, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of the properties; (d) dedicate, sell or transfer all or any part of the common area to any public agency, authority or utility for those members. No dedication or transfer shall be effective unless it shall be approved, at a meeting called for that purpose, by affirmative vote of 2/3 of the outstanding votes held by owners in the association and by affirmative vote of 2/3 of all the outstanding votes allowable for owner occupied dwelling units as provided in the declaration; (e) enter into contracts with and participate in mergers and consolidations with other non-profit corporations organized for the same purposes; (f) add additional residential property and common area; (g) have and to exercise any and all powers, rights and privileges which a corporation organized under the non-profit corporation law of the State of Michigan may now or hereafter have or exercise.

"Hunters Run"

SCHEDULE A

OF PART OF THE NE 1/4 OF SECTION 8, T. 2 S., R. 10 W.,
COMSTOCK TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN.

LEGEND:

Bearing datum S89°50'40"W on S line, Sec. 5, T. 2 S., R. 10 W., from Wildwood Hills No. 6, L. 33, P. 8.

Concrete monuments 4" in diameter have been placed at all points marked thus " "

All lot corners are staked with iron bars 5/8" x 18" long.

Curvilinear dimensions are shown along the arc.

Dimensions are given in feet.

(R) denotes a radial line.

SHEET 1 OF 2 SHEETS

SURVEYOR'S CERTIFICATE

I, Thomas W. Chettleburgh, Surveyor, certify:

That I have surveyed, divided and mapped the land shown on this plat "Hunters Run", part of the Northeast 1/4, Section 8, T. 2 S., R. 10 W., Comstock Township, County of Kalamazoo, Michigan and also a resubdivision of the North 200 feet of the West 79.5 feet of Lot 4, Rostellan Plat, part of the Northeast 1/4 of said Section 8, as recorded in Liber 19 of Plats, on Page 15, Kalamazoo County Records, and more particularly described as follows:

Commencing at the North 1/4 post of Section 8, T. 2 S., R. 10 W.; thence South 0°05'26" East along the North and South 1/4 line of said Section 365.00 feet to the point of beginning; thence North 89°50'40" East 310.12 feet; thence North 0°09'20" West 70.00 feet; thence North 89°50'40" East 109.24 feet; thence Northerly on a curve to the right an arc distance of 73.82 feet, radius 254.22 feet, central angle 14°22'33" and chord bears North 7°20'36" West 73.63 feet; thence North 0°09'20" West 188.95 feet to the Northwest corner of Lot 4 of said Rostellan Plat; thence North 89°50'40" East along the North line of said Lot 4 79.50 feet; thence South 0°09'20" East 211.05 feet; thence Southeasterly on a curve to the left an arc distance of 223.08 feet, radius 203.38 feet, central angle 62°50'40" and chord bears South 31°34'40" East 212.06 feet; thence South 63°00'00" East 138.00 feet; thence South 27°00'00" West 66.00 feet; thence South 63°00'00" East 218.00 feet; thence Southeasterly on a curve to the right an arc distance of 434.70 feet, radius 335.54 feet, central angle 74°13'38" and chord bears South 25°53'11" East 404.93 feet; thence South 89°58'26" West 161.14 feet; thence South 8°00'00" East 102.86 feet; thence South 85°00'00" West 343.73 feet; thence North 60°30'00" West 660.00 feet to the North and South 1/4 line of said Section 8; thence North 0°05'26" West along said North and South 1/4 line 450.00 feet to the point of beginning. The above described parcel contains 14.01 acres and 28 lots.

That I have made such survey, land division and plat by the direction of the owners of such land.

That such plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it.

That the required monuments and lot markers have been located in the ground or that surety has been deposited with the municipality, as required by Section 125 of the Act.

That the accuracy of survey is within the limits required by Section 126 of the Act.

That the bearings shown on the plat are expressed as required by Section 126 (3) of the Act and as explained in the legend.

Date: February 13, 1986

Thomas W. Chettleburgh L.S.
5858 Hall Street, SE
Grand Rapids, Michigan 49506

Thomas W. Chettleburgh
Thomas W. Chettleburgh
Registration No. 16036



DECLARATION of GENERAL COVENANTS, CONDITIONS AND RESTRICTIONS

for

HUNTER'S RUN PLANNED UNIT DEVELOPMENT

DONALD F. WATTS and JOYCE I. WATTS, and WATTS CONSTRUCTION CO., INC., a Michigan Corporation, are proprietors of land located in the Township of Comstock, County of Kalamazoo, State of Michigan, more particularly described in the annexed Schedule A. Proprietors are hereinafter collectively referred to as Declarant ("Declarant").

Declarant declares that all of the properties are subject to the following easements, restrictions, covenants and conditions which are imposed for the purpose of protecting its value and desirability and which shall run with the Properties and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of any part.

PURPOSE OF PLANNED UNIT DEVELOPMENT

The purpose of the Planned Unit Development and this Declaration is to provide for the residents a community that will create a higher quality of living by preserving as near as may be possible in an urban setting the amenities of a natural environment, to give consideration to the preservation of the natural features of the environment, including air, soil, water, topography, natural vegetation, and all wild life. In general, this Declaration shall be construed to encourage the leaving of the land in its natural state, except as otherwise provided or permitted, and to give the Board of Directors of the Association the authority to pass reasonable regulations concerning aesthetic considerations, including preservation of scenic views, prevention of unsightliness, fostering of quietness, and the like. The right, but not the obligation, of the Board to restore and maintain the unpaved portions of street rights-of-way and the Common Areas in their natural condition is hereby declared and each grantee, by acceptance of a conveyance of any portion of the property, shall be deemed to have agreed to the same on behalf of the grantee, the grantee's successors, heirs, and assigns.

CLERK-COURTER

MAY 29 4 06 PM '86

COURT OF CLERK
NO. 100-1-1000

EFFECT OF FINAL DEVELOPMENT PLAN FILED WITH THE TOWNSHIP OF COMSTOCK

The final development Plan of the Planned Unit Development which is on record in the office of the Township Clerk of the Township of Comstock, has the effect and only the effect prescribed by the ordinances of the Township of Comstock. The Plan constitutes part of the public controls imposed by the Township upon developers, owners, residents and users of the Planned Unit Development and does not create, and is not intended to create any private property or contract rights in the owners and residents of the Planned Unit Development, except as such rights may be created expressly by separate contracts, deeds and other documents, including this Declaration. A Planned Unit Development confers maximum benefits upon the residents when all of its elements are planned and developed in appropriate relationship to each other. The Plan on file in the office of the Township of Comstock describes a plan of development which the Declarant believes will provide maximum benefits to the residents, owners and the public. During an extended development program, however, various factors can intervene which may hinder the effectiveness of the Plan and which may threaten the benefits to be derived by the residents, owners and the public unless the plan can be modified as prescribed by the applicable ordinances. Accordingly although this Declaration is applicable to the entire area of the planned unit development, it confines itself to the establishment of a community organization and the definition of the rights and obligations of each owner in and to the organization and its facilities. Some basic limitations upon the use of the land are also included but such Plan continue to remain subject to modification by the proper Township authorities in accordance with the procedures set forth in the ordinance of the Township. The Declarant believes, however, that additional protection in the nature of private property and contract rights should be accorded to the residents within those areas of the Planned Unit Development which constitute their respective immediate neighborhoods and which are being developed currently. Other protective covenants which will be applicable to the property therein respectively described may be recorded before the conveyance of that property.

Accordingly, it is hereby declared that the Plan on file in the office of the Township Clerk does not create and shall not be construed to create any private property or contract rights in any resident or owner of property in the Planned Unit Development.

Declarant covenants to maintain the Common Areas, including paved streets, in accordance with the purposes stated in this Declaration until their conveyance to the Association. The Association, by acceptance of a conveyance, covenants to maintain the Common Areas, including paved streets, in accordance with the purposes stated in this Declaration.

ARTICLE I

Definitions

Section 1.

"ASSOCIATION" shall mean and refer to "HUNTER'S RUN ASSOCIATION, INC.", a Michigan Non-profit Corporation, its successors and assigns.

Section 2.

"OWNER" shall, except as provided below, mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any residential lot or Dwelling Unit which is in the Property, except that one holding an interest merely as security for the performance of an obligation shall not be deemed an Owner and, except, that a contract purchaser in possession shall be deemed an Owner. Subject to the Bylaws of the Association the term "Owner" shall not include a record Owner whose sole purpose in holding title is for the purpose of constructing improvements pursuant to written contract. The other party to the construction contract shall receive the benefits of and be subject to the obligations of an "Owner."

Section 3.

"PROPERTIES" shall mean and refer to the property described in the annexed Schedule A and to other real property which may be added as provided in Article VI, Section 3. "PROPERTY" shall mean a particular parcel within the Properties.

Section 4.

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

Section 5.

"PLAN" shall mean the final development plan of the Planned Unit Development on file in the office of the Township Clerk of the Township of Comstock as it may be from time to time amended.

Section 6.

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

Section 7.

"OWNER OCCUPIED DWELLING UNIT" shall mean a Dwelling Unit which is occupied as the Owners residence even though it may be rented by the Owner during a temporary absence.

Section 8.

"LOT" shall mean any numbered lot on a recorded plat.

ARTICLE II

Property Rights

Section 1.

OWNERS' EASEMENTS OF ENJOYMENT OF COMMON AREAS

Every Owner shall have a right and easement of enjoyment in and to the Common Areas, which right and easement shall be appurtenant to that ownership, subject to the following:

- (a) The right of the Association to make and enforce reasonable rules and regulations to carry out the terms of this Declaration and to fulfill its purposes.
- (b) The right of the Association to fix and charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas.
- (c) The right of the Association to suspend voting rights and the rights of members of the Association to use any of the Common Areas or to any facility in them for any period, not to exceed (60) days for any infraction of its published rules and regulations or the violation of any of the covenants, conditions and restrictions contained in this Declaration, or in covenants, conditions and restrictions relating to particular plats within the Plan, except that suspension for any continuing infraction or violation may continue for the duration of that infraction or violation and provided, however, that the right of an Owner to access to and use of streets shall be absolute.

- (d) The right of the Association to dedicate or transfer all or any part of the Common Areas, provided that any transfer shall be approved at a meeting duly called for that purpose by affirmative vote of two-thirds (2/3) of all the outstanding votes held by Owners in the Association and by affirmative vote of two-thirds (2/3) of all the outstanding votes allowable for Owner-Occupied Dwelling Units.
- (e) The right of the Association to construct, maintain and improve recreation and other facilities on the Common Areas for the benefit of the Owners and to permit the use of them by other persons as provided for in this Declaration.
- (f) The right of the Association to mortgage the Common Areas or any part with the affirmative vote of two-thirds (2/3) of the Owners subject to the rights of any first mortgagee.
- (g) The right of the Association to convey the Common Areas or any part with the affirmative vote of two-thirds (2/3) of the Owners and subject to the rights of any first mortgagee.
- (h) The right of the Association to grant to the Township of Comstock the jurisdiction to impose the Uniform Traffic Code of the State of Michigan on the streets within the Planned Unit Development.

Section 2.

DELEGATION OF USE

Any Owner may delegate, in accordance with the Bylaws, the Owner's rights of enjoyment of the Common Areas and facilities to members of the Owner's family, and to Owner's tenants and guests.

Section 3.

STREETS

The Declarant intends that all streets, medians, islands and verges will be conveyed to the Association after being completed in conformance with the Plan approved by the Township of Comstock and will not be a part of the Kalamazoo County road system. The Association will be responsible for all maintenance, including, but not limited to, snow removal, sweeping, road-side maintenance. The Association is given the right, but not the obligation, to convey to the Kalamazoo County Road Commission streets, other than cul de sacs, subject to the affirmative vote of two-third (2/3) of the Owners and subject to the rights of any first mortgagee.

TITLE TO THE COMMON AREAS

Declarant covenants for itself, its successors and assigns, that it will convey to the Association fee simple title to the Common Areas from time to time in accordance with the Plan. Until conveyed they will be maintained by Declarant at its own expense.

Section 5.

RIGHT TO DEDICATE STREETS

Declarant reserves the right to dedicate Common Areas designated as street right of ways to governmental authorities. This right does not apply to other Common Areas.

ARTICLE III

Membership in Hunter's Run Association; Voting Rights

Section 1.

MEMBERSHIP

All Owners shall be members of the Association with all privileges and obligations of membership. Enjoyment of Common Areas and facilities may be extended to others on such terms as may be provided in the Bylaws. Fees for that enjoyment shall not be less than fees paid by members for use of the facilities to which the privileges are extended.

Section 2.

LIBER 1272 PG 664

VOTING RIGHTS

Members of the Association shall be entitled to one vote for each Lot or Dwelling Unit owned by a member. If more than one person holds an interest in any Lot or Dwelling Unit, the vote shall, subject to the Association bylaws, be exercised as the Owners themselves determine, but in no event shall more than one vote be cast in respect to any Lot or Dwelling Unit.

ARTICLE IV

Covenant for Maintenance Assessments

Section 1.

CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

The Declarant, for each Lot or Dwelling Unit owned within the Properties, hereby covenants, and each Owner of any Lot or Dwelling Unit by acceptance of a deed, whether or not it shall be so expressed in the deed, is deemed to covenant and agree to pay the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, assessments to be established and collected as provided in this Declaration. The annual and special assessments, together with interest, costs and reasonable attorneys fees shall, on the due date of the assessment, be a continuing lien upon the property against which each assessment is made. Each assessment, together with interest, costs and reasonable and actual attorneys' fees, shall also be the personal obligation of the person who is the owner of the property on the due date of the assessment. The personal obligation for delinquent assessments shall not pass to successor owners unless expressly assumed by them. A conveyance shall not relieve the Owner of liability.

Section 2.PURPOSE OF ASSESSMENTS

The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the properties, including, but not limited to the improvement and maintenance of the Common Areas, including streets, and the recreation facilities on them, the payment of taxes and assessments levied against property owned by the Association, and the expenses of the Association, and, in general, the carrying out the purposes set forth in or permitted by the Articles of Incorporation of the Association and this Declaration. The Association may provide for reasonable reserves for contingencies, replacements and improvements, provided the amount placed in reserve in any fiscal year shall not exceed 10% of the annual assessment, except upon compliance with Section 4 below. The Association may, but is not required to maintain the unpaved portions of land within street rights-of-way in their natural condition as stated in Article V, Section 3.

Section 3.BASIC AND MAXIMUM ANNUAL ASSESSMENT BY ASSOCIATION

The following shall be assessable:

- (a) Except as otherwise provided in this Section 3, the assessment shall be made against each Lot. A divided lot shall be assessed to the Owner of the larger portion unless, in an agreement acceptable to the Board, the parties may agree otherwise. A Lot shall not be assessable so long as the right to construct a dwelling unit on the Lot is precluded by deed restrictions enforceable by and acceptable to the Association.
- (b) In the case of multiple family dwelling units the assessment shall be made against each dwelling unit and, as to condominiums, its appurtenant share of the common elements.
- (c) The total annual assessment of the Association shall be levied equally against all of the assessable lots and Dwelling Units, as provided in (a) and (b) above, subject to the following:
 - (1) No Lot or Dwelling Unit shall be assessable until January 1, 1990.
 - (2) No Lot or Dwelling Unit shall be assessed in excess of 5% of the total annual assessment.

Section 4.

LIBER 1272 PG 666

SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS

In addition to the annual assessments authorized above, the Association may levy, in any assessment year beginning January 1, 1990, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement upon the Common Area, including fixtures and personal property relating to it, or the cost of establishing or adding to a reserve for it, provided, that any special assessment shall have the assent of 60% of the Owner-Occupants voting in person or by proxy at a meeting duly called for that purpose, each Owner-Occupant having one vote, and of 60% of all members voting in person or by proxy.

Section 5.

NOTICE AND QUORUM FOR SPECIAL ASSESSMENTS UNDER SECTION 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 4, above, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first meeting called the presence of members or of proxies entitled to cast (50%) percent of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6.

UNIFORM RATE OF ASSESSMENT

Both annual and special assessments shall be fixed at a uniform rate for all assessable Lots or Dwelling Units, except as provided in Section 3 of this Article.

Section 7.ASSESSMENTS: DATE OF COMMENCEMENT AND DUE DATES

The annual assessments provided for shall commence January 1, 1990. The Board shall fix the total annual assessment for the following year and the amount of assessment against each Lot and Dwelling Unit on or before November 15 each year. Written notice of annual assessment shall be sent to every owner by December 1 each year. Where there is more than one Owner of a Property, only one notice, subject to reasonable regulation by the Board need be sent. The due date for payment shall be January 1 following or as established by the Board and shall be stated in the notice. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not all assessments imposed on Property described in the certificate have been paid and setting forth the amounts, if any, of interest charges and their due dates. Failure of the Board to comply with any procedural requirement shall not invalidate any assessment.

Section 8.EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 7% per annum or at such uniform rate as shall be established by the Board at the time of the fixing of the assessment. The Association may bring an action against a delinquent Owner or other person personally obligated to pay the assessment and may foreclose the lien established by the terms of this Declaration. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, by abandonment of the owner's lot or dwelling unit, or by conveyance of the property.

Section 9.SUBORDINATION OF THE LIEN TO MORTGAGES

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgagee. Sale or transfer of any Lot or Dwelling Unit shall not affect the assessment lien, except that the sale or transfer of any Lot or Dwelling Unit pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of the assessments as to payments which became due before the sale or transfer. No sale or transfer shall relieve the Owner from personal liability for delinquent assessments or the Lot or Dwelling Unit from liability for any assessment becoming due or from the lien arising from the assessment.

ARTICLE VLand Planning and Building CommitteeSection 1.ARCHITECTURAL CONTROL

Declarant reserves to Watts Construction Company, Inc. and its nominees the rights of the Architectural Committee with regard to construction of residences and other Dwelling Units until these rights are relinquished by him. Except as to this reservation the Board or Architectural Committee ("Committee") established by the Board shall exercise the authority to carry out the obligations imposed on it by any covenants or restrictive agreements imposed on any Properties as to harmony with those provisions and as to harmony with the stated purposes of this Declaration. The Committee's authority as to a residence and other dwelling unit shall commence with the completion thereof pursuant to plans and specifications approved by the Company.

Section 2.RUBBISH

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

Section 3.NATURAL GROWTH

The natural growth on any Property shall not be deemed a nuisance, but the Board may pass reasonable regulations for its control for the health, safety and welfare of the Owners and occupants of the Properties.

Section 4.NOISE

It being one of the purposes of this Declaration to foster an environment free of unnecessary annoyances, discomforts and health hazards of urban living, the Board is hereby given the power to make reasonable regulations for the control of noise.

Section 5.REMEDIES FOR VIOLATIONS: INVALIDATIONS

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

ARTICLE VIGeneral ProvisionsSection 1.ACTION BY ASSOCIATION

Except where otherwise provided in this Declaration, when action is required of or permitted by the Association it shall be deemed to refer to the action of the Board.

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

Section 2.

LIBER 1272 PG 670

DURATION: AMENDMENT

The covenants and restrictions of this Declaration shall run with and bind the land but may be amended by affirmative vote of 75% of all the outstanding votes held by the members of the Association and by affirmative vote of 75% of all the outstanding votes allowable for Owner-Occupied Dwelling Units. The certificate of an officer of the Association, attested by a member of the Board, and bearing the seal of the Association may be recorded as conclusive proof of the action taken.

Section 3.

ADDITIONAL PROPERTY

- (a) Residential property and Common Areas not now a part of HUNTER'S RUN Planned Unit Development may be added to the property by the Declarant from time to time within 15 years of the date of this Declaration, provided that it any such land is contiguous to HUNTER'S RUN, that Common Areas shall constitute at least 20% of such additional Property and that any addition shall be approved by the proper authorities of the Township of Comstock pursuant to the ordinances of the Township.

Executed at Kalamazoo, Michigan March 19, 1986

Witnesses as to Donald F. Watts
and Joyce I. Watts and as to Watts
Construction Company, Inc.

Donald F. Watts
DONALD F. WATTS

Donald A. O'Toole
Donald A. O'Toole

Joyce I. Watts
JOYCE I. WATTS

Joy Watts
Joy Watts

WATTS CONSTRUCTION COMPANY, INC.

By: Donald F. Watts
DONALD F. WATTS, President

By: Joyce I. Watts
JOYCE I. WATTS, Secretary

STATE OF MICHIGAN)
) SS.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me this 19th day of March, 1986, by DONALD F. WATTS and JOYCE I. WATTS.

Donald A. O'Toole
Notary Public, Kalamazoo County, Michigan
My commission expires: July 24, 1989

STATE OF MICHIGAN)
) SS.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me this 19th day of March, 1986, by DONALD F. WATTS and JOYCE I. WATTS, the President and Secretary respectively of WATTS CONSTRUCTION COMPANY, INC. on behalf of the corporation.

Donald A. O'Toole
Notary Public, Kalamazoo County, Michigan
My commission expires: July 24, 1989

-14-

Prepared by: Edward P. Thompson
FOX, THOMPSON, MORRIS, STOVER & O'CONNOR
610 Comerica Building
Kalamazoo MI 49007

31-
2-

393.8

BY-LAWS

OF

HUNTER'S RUN ASSOCIATION

ARTICLE I

Name and Location

The name of the corporation is "HUNTER'S RUN ASSOCIATION", a corporation of the State of Michigan. The principal office of the corporation shall be located at 2975 Hunter's Hill, Kalamazoo, MI 49004 but meeting of members and directors may be held at places within the County of Kalamazoo designated by the Board of Directors.

ARTICLE II

Definitions

LIBER 1548 PGO149

Section 1.

"ASSOCIATION" means "HUNTER'S RUN ASSOCIATION", its successors and assigns.

Section 2.

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

CLERK - REGISTER
JAMES E. JONES
92 MAR 6 PM 2 42
CLERK - REGISTER
JAMES E. JONES
92 MAR 6 PM 2 42
CLERK - REGISTER
JAMES E. JONES
92 MAR 6 PM 2 42

Section 3.

"PROPERTIES" means real property described in Schedule A of the Declaration and other real property made subject to the provisions of these bylaws.

"PROPERTY" means a particular parcel within the properties.

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

"DECLARATION" means the Declaration of General Covenants, Conditions and Restrictions for Hunter's Run Planned Unit Development recorded in Liber 1272 of Deeds, Page 658, Kalamazoo County Records.

Section 9.

"DEVELOPER" means Watts Construction Co., Inc., its successors and assigns.

ARTICLE III

Meetings of Members

LIBER 1548 PCO151

Section 1.

MEMBERS: All owners, except as otherwise provided in the Declaration, shall be members of the Association.

Section 2.

ANNUAL MEETINGS: The first annual meeting and each annual meeting thereafter shall be held within two weeks of November 15 on the date, at the time, and at the place designated by the Board of Directors.

Section 3.

SPECIAL MEETINGS: Special meetings of the members may be called at any time by the President or by two member officers, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes.

Section 4.

NOTICE OF MEETINGS: Except as otherwise provided in the Declaration, written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of the notice, postage prepaid, at least fifteen days before the meeting to each member. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Where a single address is given in the membership records for more than one member, a notice shall be proper if mailed to that address in an envelope addressed to all such members at that address.

Section 5.

QUORUM: A quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws, shall consist of members entitled to cast 30 votes or 20% of the votes whichever is the lesser number. Regardless of a quorum, the members then present shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a required quorum shall be present.

Section 6.

LIBER 1548 PC0152

PROXIES: At all meetings of members voting may be in person or by proxy. All proxies shall be in writing and shall be filed with the secretary. The directors may make reasonable regulations controlling proxies. Every proxy shall be revocable, shall not be valid for more than 11 months from its date of execution, and shall automatically cease when the giver of the proxy shall cease to be an owner or when the principal's membership privileges shall have been suspended.

ARTICLE IV

Board of Directors: Selection, Term of Office

Section 1.

NUMBER: The affairs of this Association shall be managed by a board of five (5) Directors, who need not be members of the Association.

Section 2.

TERM OF OFFICE: Initially, the Board of Directors shall be named by the developer, two directors for a term of two years and one director for a term of three years. Upon the sale by the developer of 75% of all lots in a subdivision all the lots in that subdivision shall be voted by their owners.

Section 3.

REMOVAL; VACANCY: Any Director may be removed from the Board, with or without cause, by a majority of the votes cast at a meeting called for that purpose. In the event of death, resignation or removal of a director, the director's successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of the predecessor. Notwithstanding this paragraph the Developer shall have sole authority to remove and appoint directors until 75% of the lots in the first plat of Hunter's Run shall have been sold.

Section 4.

COMPENSATION: No Director shall receive compensation for any service rendered to the Association as Director. However, any Director may be reimbursed for actual expenses incurred in the performance of director's duties.

Section 5.

LIBER 1548 PG 0153

ACTION TAKEN WITHOUT A MEETING: The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though at a meeting of the Directors and the action shall be entered in the minutes of the next meeting of the Directors.

Section 6.

CORPORATE ACTION: The action of the Association shall be determined, unless otherwise provided in the Declaration or these By-Laws, by a majority of the votes cast at a duly constituted meeting of Directors. The certificate of an officer of the Association, attested to by a member of the Board of Directors, and bearing the seal of the Association, shall be conclusive proof of action taken by the Board of Directors or by members of the Association.

ARTICLE V

Nomination and Election of Directors

Section 1.

NOMINATION: Nomination for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors before each annual meeting to serve from the close of that annual meeting until the close of the next annual meeting. The appointments shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not fewer than the number of vacancies that are to be filled. Nominations may be made from among members or non-members and may be made from the floor at the annual meeting.

Section 2.

ELECTION: Election to the Board of Directors shall be by secret written ballot at the annual meeting or at a special meeting called for that purpose. Balloting by writing may be waived by a majority of those voting. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes for a vacancy shall be elected. Cumulative voting is not permitted.

ARTICLE VI

Meetings of Directors

LIBER 1548 PC0154

Section 1.

REGULAR MEETINGS: Regular meetings of the Board of Directors shall be held on such date and at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next business day which is not a legal holiday. The annual meeting of the Board shall be held immediately following the annual meeting of members.

Section 2.

SPECIAL MEETINGS, NOTICES: Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, by mailing notice to each director not less than three (3) days before the meeting. Attendance of a Director at a meeting constitutes a waiver of notice except where the Director attends the meeting for the expressed purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 3.

QUORUM: Three directors shall constitute a quorum for the transaction of business. Every act done or decision made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4.

ACTION WITHOUT A MEETING: Any action which might be taken at a meeting of the Board may be taken without a meeting if before or after the action all Board members consent to it in writing. The written consents shall be filed immediately with the minutes of the proceedings of the Board. The consent shall have the same effect as a vote of the Board for all purposes.

ARTICLE VII

LIBER 1548 PC0155

Powers and Duties of the Board of Directors

Section 1.

POWERS: The Board of Directors shall have all powers, duties and authority vested in or delegated to this Association and not reserved to the Developer or to the membership by other provisions of these By-Laws, Articles of Incorporation, the Declaration or the Laws of the State of Michigan. Without limiting the generality of the foregoing, the Board of Directors shall have the power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof. Exercise powers given to the Board in the Declarations and in the Covenants and restrictions of the various within the planned unit development.
- (b) Suspend the voting rights and right to use of the common areas by a member after notice and opportunity for hearing, for a period not to exceed sixty (60) days for violation of the Declaration of General Covenants, Conditions and Restrictions, the Conditions, Covenants and Restrictions of the Plat of Hunter's Run, or any infraction of published rules and regulations, except that for a continuing infraction such rights may be suspended during the continuation of such infraction and except that rights to use of the streets within the properties may not be suspended.
- (c) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.
- (d) Close the books of the corporation against transfer of membership for a stated period not to exceed forty (40) days prior to any meeting.
- (e) Appoint committees and give them such powers and duties as the Board may direct, except for the rights reserved to the Developer of Hunter's Run Planned Unit Development in the Declaration of General Covenants, Conditions and Restrictions recorded in Liber 1272, page 649, Kalamazoo County Records.

Section 2.

LIBER 1548 PC0156

DUTIES: It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members.
- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.
- (c) As more fully provided in the Declaration, to fix, assess and collect the annual and special assessments.
- (d) Cause to be issued upon demand by any person, a certificate setting forth whether or not any assessment has been paid, making a reasonable charge therefor. A certificate acknowledging payment of an assessment shall be conclusive evidence of such payment.
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association.
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- (g) Cause the Common Area to be maintained in accordance with the stated purposes of the Declaration.

ARTICLE VIII

Officers and Their Duties

LIBER 1548 PC0157

Section 1.

ENUMERATION OF OFFICES: The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time provide for by resolution.

Section 2.

ELECTION OF OFFICERS: The election of officers shall take place at the annual meeting of the Board of Directors following each annual meeting of the members.

Section 3.

TERM: The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year or until the officer's successor shall be elected and shall qualify, unless the officer shall sooner resign or shall be removed, or otherwise be disqualified to serve.

Section 4.

RESIGNATION AND REMOVAL: Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.

LIBER 1548 PC0158

VACANCIES: A vacancy in any office shall be filled by appointment by the Board. The officer appointed to the vacancy shall serve until the qualification of a successor elected at the next annual meeting of members.

Section 6.

MULTIPLE OFFICES: The office of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 1 of this article.

Section 7.

DUTIES: The duties of the officers shall be as follows unless otherwise provided by the Board of Directors:

PRESIDENT

(a) The president shall be the chief executive officer and shall have the general control and management of the business affairs of the association between meetings of the Board of Directors. The president shall preside at all meetings of the Directors and members, shall sign all leases, mortgages, deeds and other written instruments and co-sign all checks and promissory notes, unless otherwise ordered by the Board.

VICE-PRESIDENT

(b) The vice-president shall act in the place and stead of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

SECRETARY

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members have charge of the books and papers of the Corporation; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

LIBER 1548 PC0159

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; shall render such accounts and present such statements as the Directors may require; prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and make a copy of each available to each member. The Board shall have the power to delegate any of the duties of the treasurer to other officers.

ARTICLE IX

Committees

Subject to the provisions in the Declaration of General Covenants, Conditions and Restrictions and Articles of Incorporation the Board of Directors shall appoint an architectural control committee and shall appoint the nominating committee and such other committees as it may deem appropriate in carrying out its purposes.

ARTICLE X

Books and Records

The books, records and papers of the Association, including the Declaration, the Articles of Incorporation, and the By-Laws of the Association, shall be at all times, during reasonable business hours, be subject to reasonable inspection by any member. Copies of the Declaration, the Articles of Incorporation and the By-Laws of the Association may be purchased at reasonable cost.

ARTICLE XI

LIBER 1548 PC0160

Assessments

- A. As more fully provided in the Declaration, each member shall pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of seven (7%) per cent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or may foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No owner may escape liability for the assessments provided for herein by non-use of the common area or abandonment or conveyance of his property.
- B. The sale or transfer of an unimproved portion of an unplatted parcel which has been subject to assessment shall create a new parcel for assessment purposes. It shall not be assessable until it is improved as provided in the Declaration. An assessment levied on the parcel from which it is subdivided shall not be applicable to the unimproved portion conveyed and the Board of Directors shall, upon request, give a certificate to such effect in recordable form. The Board of Directors may collect a reasonable fee for such certificate.

ARTICLE XII

Corporate Seal

The seal embossed at this point shall be the corporate seal of the Association:

ARTICLE XIII

Amendments

LIBER 1548 PC0161

Section 1.

Except as provided in this section, these By-Laws may be amended at a regular or special meeting of the members by a vote of a majority of members present in person or by proxy, provided the substance of the proposed amendment is contained in the notice of the meeting. No amendment which affects the architectural review committee which is adopted during the period of time when the Developer has special rights in that committee shall be valid without the affirmative vote of the Developer.

Section 2.

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

Miscellaneous

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of HUNTER'S RUN ASSOCIATION have hereunto set our hands this 31 day of DECEMBER, 1986.

Dennis H. Ax
Dennis H. Ax
Karen A. Wight
Karen A. Wight

Donald F. Watts
DONALD F. WATTS, PRESIDENT
Joyce I. Watts
JOYCE I. WATTS, SECRETARY-TREASURER

-13-

STATE OF MICHIGAN)
COUNTY OF KALAMAZOO)

On 6th day of March, 1992, before me, a Notary Public in and for said County, personally appeared Donald F. Watts, President and Joyce I. Watts, Secretary-Treasurer.

DENNIS H. AX
Notary Public, Allegan County, MI

Dennis H. Ax

Drafted by:
Fox, Thompson, Attorney's
900 Commerce Bldg.
Kalamazoo, MI
4/9/97

RECEIVED

2021 SEP -3 PM 2: 31

COUNTY OF KALAMAZOO

**FIRST AMENDMENT TO
HUNTER'S RUN ASSOCIATION, INC., BYLAWS**

This First Amendment to the Hunter's Run Association, Inc., Bylaws is made and executed this 2nd day of September 2021 by Hunter's Run Association, Inc., a Michigan nonprofit corporation (the "Association"), whose registered address is c/o Parkview Hills Management Company, 3329 Greenleaf Boulevard, Kalamazoo, Michigan 49008.

RECITALS

WHEREAS, the Declaration of General Covenants, Conditions, and Restrictions for the Hunter's Run Planned Unit Development located in Comstock, Michigan, (the "Development") was recorded on May 29, 1986, in Liber 1272, Page 658, Kalamazoo County Records, a Supplement to Declaration of General Covenants, Conditions, and Restrictions for the Hunter's Run Planned Unit Development was recorded on February 20, 1996, in Liber 1834, Page 1304, Kalamazoo County Records, a Supplement No. 2 to Declaration of General Covenants, Conditions, and Restrictions for the Hunter's Run Planned Unit Development was recorded on May 28, 2004, as Document No. 2004-032162, Kalamazoo County Records, and an Amendment to Declaration of General Covenants, Conditions, and Restrictions for the Hunter's Run Planned Unit Development was recorded on November 30, 2004, as Document No. 2004-054701, Kalamazoo County Records (together the "Declaration").

WHEREAS, under the terms of the Declaration, the Association administers the Development in accordance with the terms of the Declaration.

WHEREAS, the Bylaws for the Association were first adopted on December 31, 1986, and recorded on March 6, 1992, in Liber 1548, Page 0149, Kalamazoo County Records (the "Bylaws").

WHEREAS, pursuant to Article XIII of the Bylaws, the Bylaws may be amended at a regular or special meeting of the Association by a vote of a majority of members present in person or by proxy.

NOW, THEREFORE, the Association Bylaws are hereby amended as follows:

AMENDMENTS

1. Article II, Section 10 of the Bylaws

Article II, of the Bylaws is amended by adding new Article II, Section 10 so that it reads as follows:

Section 10.

“HUNTER’S RUN SINGLE FAMILY HOMES” or “SINGLE FAMILY HOMES” shall mean the single family homes subject to the Declaration of General Covenants, Conditions, and Restrictions for the Hunter’s Run Planned Unit Development recorded on May 29, 1986, in Liber 1272, Page 658, Kalamazoo County Records, as amended and supplemented, not located within Hunter’s Creek Condominium or Hunter’s Place Condominium. The Hunter’s Run Single Family Homes include the subdivisions Hunter’s Run, Hunter’s Run No. 2, and Hunter’s Run No. 3 and the condominium Hunter’s Run No. 4 along with all Dwelling Units and common areas within including roads and sidewalks, if any.

2. Article III, Section 2 of the Bylaws

Article III, Section 2 of the Bylaws is amended by deleting Article III, Section 2 and replacing it with new Article III, Section 2 so that it reads as follows:

Section 2.

ANNUAL MEETINGS: The annual meeting of members of the Association will be held at such time as determined by the Board. The Board may, acting by a majority vote, change the date of the annual meeting in any given year, provided that at least one such meeting is held in each calendar year.

3. Article III, Sections 4 and 5 of the Bylaws

Article III, Sections 4 and 5 of the Bylaws are amended by deleting Article III, Sections 4 and 5 and replacing them with new Article III, Sections 4 and 5 so that they read as follows:

Section 4.

NOTICE OF MEETINGS: The Secretary (or other Association officer in the Secretary’s absence) shall serve a notice of each annual or special meeting, stating the time, place and purpose of the meeting, upon each member entitled to vote, at least ten (10) days, but not more than sixty (60) days, prior to such meeting. The mailing, postage prepaid, of a notice to the member or the member’s representative at the last known address or to the address of the lot owned by the member will be deemed notice served. Notice may also be hand delivered to a lot if the lot address is designated as the voting representative’s address and/or the member is a resident of the lot. Electronic transmittal of such notice may also be given in any such

manner authorized by the person entitled to receive the notice which does not directly involve the physical transmission of paper which creates a record that may be retrieved and retained by the recipient and which may be directly reproduced in paper form by the recipient through an automated process. Any member may, by written waiver of notice signed by such member, waive such notice and such waiver when filed in the records of the Association will be deemed due notice.

Section 5.

QUORUM: A quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws, shall consist of members entitled to cast 50 votes. Regardless of a quorum, the members then present shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a required quorum shall be present.

4. Article IV, Sections 1 and 2 of the Bylaws

Article IV, Sections 1 and 2 of the Bylaws are amended by deleting Article IV, Sections 1 and 2 of the Bylaws and replacing them with new Article IV, Sections 1 and 2 of the Bylaws so that they read as follows:

Section 1.

NUMBER: The affairs of this Association shall be managed by a board of five (5) Directors, each of whom must be members of the Association. The five (5) Directors shall be comprised of the following:

- (a) The members who own lots within the Hunter's Run Single Family Homes shall be entitled to elect one (1) Director to the Board of Directors who shall be a resident of the Hunter's Run Single Family Homes (the "Hunter's Run Director"). However, if no resident of the Hunter's Run Single Family Homes seeks to run for election, then for that election the Hunter's Run Director may be elected by a vote of the entire membership and such Director shall be considered a Director "at large."
- (b) The members who own units within Hunter's Place Condominium are entitled to elect one (1) Director to the Board of Directors (the "Hunter's Place Director"). However, if no resident of Hunter's Place seeks to run for election, then for that election the Hunter's Place Director may be elected by a vote of the entire membership and such Director shall be considered a Director "at large."
- (c) The members who own units within Hunter's Creek Condominium are entitled to elect one (1) Director to the Board of Directors (the "Hunter's Creek Director"). However, if no resident of Hunter's Creek seeks to run for election, then for that election the Hunter's

- Creek Director may be elected by a vote of the entire membership and such Director shall be considered a Director "at large."
- (d) The remaining two (2) Directors are to be "at large" positions and are to be elected by a vote of the entire membership (the "at large Directors").

Section 2.

TERM OF OFFICE: The term of office for the Hunter's Run Director, Hunter's Place Director, and Hunter's Creek Director shall be two (2) years. The initial term of office for the first "at large Directors" elected pursuant to Section 1(d) above shall be for one (1) year, and each term thereafter shall be for two (2) years. In this way for each year after the adoption of the First Amendment to the Bylaws, either three (3) Directors or two (2) Directors will be elected for two year-terms, depending on how many directorships expire that year. All Directors will hold office until their successors have been elected and hold their first meeting.

5. Article V, Section 1 of the Bylaws

Article V, Section 1 of the Bylaws is amended by deleting Article V, Section 1 of the Bylaws and replacing it with new Article V, Section 1 of the Bylaws so that it reads as follows:

Section 1.

NOMINATION: The Board of Directors in its discretion may coordinate the presentation of nominations to the Board of Directors. In addition, nominations may also be made from the floor at the annual meeting.

6. Article VI, Section 1 of the Bylaws

Article VI, Section 1 of the Bylaws is amended by deleting Article VI, Section 1 of the Bylaws and replacing it with new Article VI, Section 1 of the Bylaws so that it reads as follows:

Section 1.

REGULAR MEETINGS: Regular meetings of the Board of Directors shall be held on such date and at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next business day which is not a legal holiday.

7. Article VII, Section 2(a) of the Bylaws

Article VII, Section 2(a) of the Bylaws is amended by deleting Article VII, Section 2(a) of the Bylaws and replacing it with new Article VII, Section 2(a) of the Bylaws so that it reads as follows:



(a) Cause to be kept a complete record of all its acts and corporate affairs.

8. Article VIII, Section 7(a) of the Bylaws

Article VIII, Section 7(a) of the Bylaws is amended by deleting Article VIII, Section 7(a) and replacing it with new Article VIII, Section 7(a) so that it reads as follows:

PRESIDENT

(a) The president shall be the chief executive officer and shall have the general control and management of the business affairs of the association between meetings of the Board of Directors. The president shall preside at all meetings of the Directors and members, shall sign all leases, mortgages, deeds and other written instruments and co-sign all promissory notes, unless otherwise ordered by the Board.

9. Article VIII, Section 7(d) of the Bylaws

Article VIII, Section 7(d) of the Bylaws is amended by deleting Article VIII, Section 7(d) and replacing it with new Article VIII, Section 7(d) so that it reads as follows:

TREASURER

(d) The treasurer or hired managing agent of the Association shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an audit of the Association books to be made by a public accountant at least once every three (3) years; shall render such accounts and present such statements as the Directors may require; prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and make a copy of each available to each member. The Board shall have the power to delegate any of the duties of the treasurer to other officers or hired managing agent.

10. Article IX of the Bylaws

Article IX of the Bylaws is amended by deleting Article IX and replacing it with new Article IX so that it reads as follows:

ARTICLE IX

Committees

Subject to the provisions in the Declaration of General Covenants, Conditions and Restrictions and Articles of Incorporation the Board of Directors shall have the authority to appoint such committees, including executive committees, as it may deem appropriate in carrying out its purposes. Any executive committee shall have at least one director as a member of that committee.

11. Article XII of the Bylaws

Article XII of the Bylaws is amended by deleting Article XII so that it reads as follows:

ARTICLE XII

Corporate Seal

DELETED

12. Article XIII, Section 1 of the Bylaws

Article XIII, Section 1 of the Bylaws is amended by deleting Article XIII, Section 1 and replacing it with new Article XIII, Section 1 so that it reads as follows:

Section 1.

Except as provided in this section, these By-Laws may be amended at a regular or special meeting of the members by a vote of at least sixty-six and two-thirds (66 2/3%) percent of members present in person or by proxy, provided the substance of the proposed amendment is contained in the notice of the meeting. No amendment which affects the architectural review committee which is adopted during the period of time when the Developer has special rights in that committee shall be valid without the affirmative vote of the Developer.

In all other respects, the Bylaws are hereby ratified and confirmed.

The Association has caused this First Amendment to the Bylaws to be executed the day and year first written above.

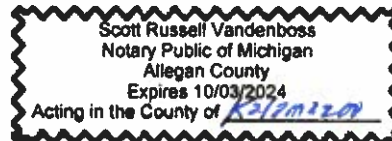
Hunter's Run Association, Inc., a Michigan
nonprofit corporation

By: [Signature]
Name: John D. Menning
Its: President

STATE OF MICHIGAN)
) ss
COUNTY OF Kalamazoo)

On this 2 day of September, 2021, the foregoing instrument was acknowledged before me by John D. Menning the President of Hunter's Run Association, Inc., a Michigan nonprofit corporation, on behalf of and by authority of the corporation.

[Signature]
Notary Public,
Allegan County, Michigan
My Commission Expires: 10/3/24
Acting in Kalamazoo County, Michigan



Document drafted by and when recorded return to:
Matthew W. Heron, Esq.
HIRZEL LAW, PLC
37085 Grand River Avenue, Suite 200
Farmington, Michigan 48335
(248)478-1800

12

RECEIVED

2021 SEP -3 PM 2:31

COUNTY OF KALAMAZOO

**SECOND AMENDMENT TO DECLARATION OF GENERAL COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR THE HUNTER'S RUN PLANNED UNIT DEVELOPMENT**

This Second Amendment to the Declaration of General Covenants, Conditions, and Restrictions for the Hunter's Run Planned Unit Development ("Second Amendment") is made and executed this 2nd day of September 2021, by Hunter's Run Association, Inc., a Michigan nonprofit corporation (the "Association"), whose registered address is c/o Parkview Hills Management Company, 3329 Greenleaf Boulevard, Kalamazoo, Michigan 49008.

RECITALS

WHEREAS, the Declaration of General Covenants, Conditions, and Restrictions for the Hunter's Run Planned Unit Development located in Comstock, Michigan, (the "Development") was recorded on May 29, 1986, in Liber 1272, Page 658, Kalamazoo County Records, a Supplement to Declaration of General Covenants, Conditions, and Restrictions for the Hunter's Run Planned Unit Development was recorded on February 20, 1996, in Liber 1834, Page 1304, Kalamazoo County Records, a Supplement No. 2 to Declaration of General Covenants, Conditions, and Restrictions for the Hunter's Run Planned Unit Development was recorded on May 28, 2004, as Document No. 2004-032162, Kalamazoo County Records, and an Amendment to Declaration of General Covenants, Conditions, and Restrictions for the Hunter's Run Planned Unit Development was recorded on November 30, 2004, as Document No. 2004-054701, Kalamazoo County Records (together the "Declaration").

WHEREAS, under the terms of the Declaration, the Association administers the Development in accordance with the terms of the Declaration.

WHEREAS, pursuant to Article VI, Section 2 of the Declaration, the Declaration may be amended by the affirmative vote of seventy-five (75%) percent of all the outstanding votes held by the members of the Association and by the affirmative vote of seventy-five (75%) of all the outstanding votes allowable for Owner-Occupied Dwelling Units, as defined by the Declaration.

NOW, THEREFORE, the Association Declaration is hereby amended as follows:

AMENDMENTS

1. Article I, Section 9 of the Declaration

Upon recording of this Second Amendment with the Kalamazoo County Register of Deeds, Article I of the Declaration will be amended by adding new Article I, Section 9 so that it reads as follows:

Section 9.

“HUNTER’S RUN SINGLE FAMILY HOMES” or “SINGLE FAMILY HOMES” shall mean the single family homes subject to the Declaration of General Covenants, Conditions, and Restrictions for the Hunter’s Run Planned Unit Development recorded on May 29, 1986, in Liber 1272, Page 658, Kalamazoo County Records, as amended and supplemented, not located within Hunter’s Creek Condominium or Hunter’s Place Condominium. The Hunter’s Run Single Family Homes include the subdivisions Hunter’s Run, Hunter’s Run No. 2, and Hunter’s Run No. 3 and the condominium Hunter’s Run No. 4 along with all Dwelling Units and common areas within including roads and sidewalks, if any.

2. Article III, Section 3 of the Declaration

Upon recording of this Second Amendment with the Kalamazoo County Register of Deeds, Article III of the Declaration will be amended by adding new Article III, Section 3 so that it reads as follows:

Section 3.

STANDING GOVERNING COMMITTEE OF THE SINGLE-FAMILY HOMES.

The Association shall have a Standing Governing Committee of the Single-Family Homes (the “Standing Committee”). There will be either three or five members of the Standing Committee, to be determined as described below. The Standing Committee will be an executive committee of the Association as to certain matters as described in Section 3, Sub-sections a-d below. One (1) member of the Standing Committee will be a Director of the Association elected to the Association's Board of Directors by the Hunter's Run Single Family Homes. At least two (2) additional members of the Standing Committee are to be elected to one-year terms with each committee member to be elected by the Hunter’s Run Single Family Homes from a pool of candidates based on members from the Hunter’s Run Single Family Homes. In any year in which four (4) or more members of the Hunter’s Run Single Family Homes seek to serve on the Standing Committee, (other than the member who is a Director of the Association elected to the Board of Directors), the Standing Committee shall be expanded to five (5) members in order to accommodate this interest. In this way for each year after the adoption of this Second Amendment to the Declaration, at least two but not more

than four of the remaining members of the Standing Committee will be elected annually by the members of lots within the Hunter's Run Single Family Homes and there will be at least three but no more than five members of the Standing Committee in total.

If no one wishes to run from the Hunter's Run Single Family Homes, the responsibility would be filled by the Association's Board of Directors from the community at large. The election of the Standing Committee member to be elected annually by the members of the Hunter's Run Single Family Homes will be conducted at the Annual Meeting of the Association.

The Standing Committee will serve as a committee to the Hunter's Run Single Family Homes and on certain matters specified below will also serve as an executive committee. The Standing Committee will meet at least two (2) times per calendar year. The Standing Committee will serve the Association as to the following matters:

- a. Review and consideration of issues and trends in architectural guidelines for the Single Family Homes, including advising the Association as to establishing and maintaining common architectural guidelines, enforcing existing architectural guidelines, and improving the harmony of appearance of the buildings within the Single Family Homes. The Standing Committee has the authority to adopt and enforce reasonable rules and regulations pertaining to architectural control and modifications to dwellings or structures within the Single Family Homes, including with respect to size, building materials, and color, and will operate as an executive committee of the Association on this issue.
- b. Review and consideration of issues and trends in landscaping guidelines for the Single Family Homes, including advising the Association as to establishing and maintaining common landscaping guidelines, enforcing existing landscaping guidelines, and improving the harmony of appearance of the landscaping within the Single Family Homes. The Standing Committee has the authority to adopt and enforce reasonable rules and regulations pertaining to the landscaping of Units and Lots within the Single Family Homes, and will operate as an executive committee of the Association on this issue.
- c. Review and consideration of issues pertaining to the Association's maintenance obligations under the Declaration, including: (i) review of the status of the maintenance, repair, and replacement of those portions of the roads within the Single Family Homes covered by the Declaration; and (ii) review of the status of payment and payment allocation of costs related to the maintenance, repair, and

replacement of those portions of the Single Family Homes required to be maintained by the Association. The Standing Committee has the authority to maintain the roads other than Hunter's Run Road within the Single Family Homes including the authority to enter into contracts on behalf of the Association for work necessary for maintenance, repair, and replacement of the roads within the Single Family Homes (except for Hunter's Run Road which will be the responsibility of the Association the costs of which are to be proportionately shared with all Lots and Dwelling Units within the Development); any financial obligations of the Association resulting from the exercise of such authority by the Standing Committee will be the sole responsibility of the Lot Owners within the Single Family Homes and may be assessed against such Lot Owners and their Lots and Dwelling Units equally by the Standing Committee. Repayment may be enforced by the Standing Committee in accordance with Article IV of this Declaration. To the extent an expenditure under this Sub-section would require a vote under Article IV, Section 4 of this Declaration, the members entitled to vote will be limited to the Lot Owners within the Single Family Homes. The Standing Committee will operate as an executive committee of the Association on these issues.

- d. The Standing Committee may exercise the rights and remedies available to the Association in administering and enforcing those matters for which it exercises authority as an executive committee of the Association to the fullest extent available to the Association. The commencement of litigation or the exercise of a right available to the Association under Article V, Section 5(A) or Section 5(B) of this Declaration, however, requires the prior approval of the Board of Directors of the Association.

3. Article IV, Section 2 of the Declaration

Upon recording of this Second Amendment with the Kalamazoo County Register of Deeds, Article IV, Section 2 of the Declaration will be amended by deleting Article IV, Section 2 and replacing it with new Article IV, Section 2 so that it reads as follows:

Section 2.

PURPOSE OF ASSESSMENTS.

The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the properties, including, but not limited to the improvement and maintenance of the Common Areas, including streets, and the recreation facilities on them, the payment of taxes and assessments levied against property owned by the Association, and the expenses of

the Association, and, in general, the carrying out the purposes set forth in or permitted by the Articles of Incorporation of the Association and this Declaration. The Association may provide for reasonable reserves for contingencies, replacements and improvements, provided the amount placed in reserve in any fiscal year shall be no less than 10% of the annual assessment. The Association may, but is not required to maintain the unpaved portions of land within street rights-of-way in their natural condition as stated in Article V, Section 3.

4. Article IV, Section 3(c) of the Declaration

Upon recording of this Second Amendment with the Kalamazoo County Register of Deeds, Article IV, Section 3(c) of the Declaration will be amended by deleting Article IV, Section 3(c) and replacing it with new Article IV, Section 3(c) so that it reads as follows:

(c). The total annual assessment of the Association shall be levied equally against all of the assessable lots and Dwelling Units, as provided in (a) and (b) above, subject to the following:

(1) No Lot or Dwelling Unit shall be assessable until January 1, 1990.

(2) No Lot or Dwelling Unit shall be assessed in excess of 5% of the total annual assessment.

(3) Except as set forth in this Subsection (c), the costs of maintenance, repair and replacement of the private roads and drives within Hunter's Creek condominium are to be borne exclusively by the Dwelling Units within Hunter's Creek.

(4) Except as set forth in this Subsection (c), the costs of maintenance, repair and replacement of the private roads and drives within Hunter's Place condominium are to be borne exclusively by the Dwelling Units within Hunter's Place.

(5) Except as set forth in this Subsection (c), the costs of maintenance, repair and replacement of the private roads within the Hunter's Run Single Family Homes are to be borne exclusively by the Lots and Dwelling Units within the Single Family Homes. The Standing Committee on the Hunter's Run Single Family Homes is responsible for collecting the amounts required to be paid under this Subsection (c)(5).

(6) With respect to Hunter's Run Road from the entrance of the Association at H Avenue to the entrance of Hunter's Creek (gazebo), all continuing expenses of maintenance, repair, replacement of the Development entrance monuments, and the

Development's tennis courts, including maintenance, repair replacement, and resurfacing of Hunter's Run Road shall be proportionately shared by: (a) the Lot Owners within the Hunter's Run Single Family Homes; (b) the Dwelling Units within Hunter's Creek; and (c) the Dwelling Units within Hunter's Place. For the Hunter's Run Single Family Homes, the Standing Committee is responsible for administering the collection of such expenses on behalf of the Hunter's Run Association, and for Hunter's Creek and Hunter's Place, the condominium association responsible for administering the condominium shall be responsible from time to time for payment to the Association of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of completed Dwelling Units in the particular condominium, and the denominator of which is comprised of the number of such Units plus all other completed Dwelling Units and Lots within the Development.

5. Article IV, Section 4 of the Declaration

Upon recording of this Second Amendment with the Kalamazoo County Register of Deeds, Article IV, Section 4 of the Declaration will be amended by deleting Article IV, Section 4 and replacing it with new Article IV, Section 4 so that it reads as follows:

Section 4.

SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS

In addition to the annual assessments authorized above, the Association may levy, in any assessment year beginning January 1, 1990, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement upon the Common Area, including fixtures and personal property relating to it, or the cost of establishing or adding to a reserve for it, provided, that any special assessment shall have the assent of sixty-six and two-thirds (66 2/3%) percent of the Owner-Occupants voting in person or by proxy at a meeting duly called for that purpose, each Owner-Occupant having one vote, and of sixty-six and two-thirds (66 2/3%) percent of all members voting in person or by proxy.

6. Article V, Section 1 of the Declaration

Upon recording of this Second Amendment with the Kalamazoo County Register of Deeds, Article V, Section 1 of the Declaration will be amended by deleting Article V, Section 1 and replacing it with new Article V, Section 1 so that it reads as follows:

Section 1.

ARCHITECTURAL CONTROL

The Board of Directors of the Association shall exercise the authority to carry out the obligations imposed on it by any covenants or restrictive agreements imposed on any Properties as to harmony with those provisions and as to harmony with the stated purposes of this Declaration. The Board is authorized to appoint an architectural committee to assist it in this or other functions.

Hunter's Creek Condominium Association, Hunter's Place Condominium Association, and the Standing Committee have the authority to adopt and enforce reasonable rules and regulations pertaining to architectural control and modifications to dwellings or structures within their respective Condominiums and Single Family Homes not inconsistent with any requirements adopted by the Association or the Architectural Committee, including with respect to size, building materials, and color and with respect to the landscaping of Units and Lots within their respective Condominiums and Single Family Homes. Notwithstanding the foregoing, the Declarant will exercise the Association's right of architectural and landscaping control as to any Unit or Lot owned by it for so long as the Declarant owns such Unit or Lot.

7. Article V, Section 3 of the Declaration

Upon recording of this Second Amendment with the Kalamazoo County Register of Deeds, Article V, Section 3 of the Declaration will be amended by deleting Article V, Section 3 and replacing it with new Article V, Section 3 so that it reads as follows:

Section 3.

NATURAL GROWTH

The Board of Directors may pass reasonable restrictions for the control of natural growth on a Property for the health, safety and welfare of the Owners and occupants of the Properties.

8. Article V, Section 5 of the Declaration

Upon recording of this Second Amendment with the Kalamazoo County Register of Deeds, Article V, Section 5 of the Declaration will be amended by deleting Article V, Section 5 and replacing it with new Article V, Section 5 so that it reads as follows:



Section 5.

REMEDIES FOR VIOLATIONS: INVALIDATIONS

The remedies set forth in this Section 5 are intended to address a violation breach, or default other than a breach which is exclusively a breach of the covenants contained in Article IV, as the remedies available for a breach of the covenants contained in Article IV are set forth in Article IV. Accordingly, in the event of a violation, breach, or default of any of these reservations, covenants and restrictions, or of the Bylaws of the Association or any Rules and Regulations adopted by the Association (together the "Development Documents"), other than a default that is exclusively a default under Article IV of the Declaration, the Association or Owner, where appropriate, is entitled to the following relief:

A. Remedies for Default by Owner to Comply with the Documents.

Failure to comply with any terms or provisions of the Development Documents is grounds for relief, which may include an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of Assessment which may be remedied in accordance with Article IV) or any such combination. Such relief may be sought by the Association or, if appropriate, by an aggrieved Owner or Owners.

B. Costs Recoverable from Owner.

Failure of an Owner and/or Non-owner resident or guest to comply with the Development Documents will entitle the Association to recover from such Owner or Non-owner occupant or guest any reasonable pre-litigation attorney's fees and costs incurred in investigating and seeking legal advice concerning violations or obtaining their compliance with the Development Documents.

In any proceeding arising because of a default by any Owner or in cases where the Association must defend an action or administrative proceeding brought by any Owner(s) or Non-owner occupant(s) or guest(s),—regardless of if the claim is original or brought as a defense, a counterclaim, cross claim or otherwise—the Association, if successful, is entitled to recover from such Owner or Non-owner occupant or guest:

- (i) interest, fines, late fees, pre-litigation costs and the costs of the proceeding;
- (ii) reasonable attorney's fees, not limited to statutory fees and including attorney's fees and costs incurred pre-litigation, or incidental to any bankruptcy proceedings filed by the delinquent Owner or probate or estate matters, and including monitoring any payments made by the bankruptcy trustee or the probate court or



estate to pay any delinquency, and/or reasonable attorney's fees and costs incurred incidental to any state or federal court proceeding filed by the Owner; and

- (iii) any and all advances for taxes or other liens or costs paid by the Association to protect its lien incurred in defense of any claim or obtaining compliance or relief.

Any such amounts incurred by the Association may be assessed to the Lot and/or Dwelling Unit and Owner. In no event may an Owner recover attorney's fees or costs against the Association.

C. The failure of the Association or any Owner to enforce any right, provision, covenant or condition that may be granted by the Development Documents does not constitute a waiver of the right of the Association or any such Owner to enforce such right, provisions, covenant or condition in the future. The invalidation of any one or more by any court of competent jurisdiction shall not affect any other reservation, covenant, or restriction but shall remain in full force and effect.

D. Assessment of Fines.

1. General.

A violation of the Development Documents by any Owner, occupant or guest is grounds for Assessment by the Association, acting through the Board, of monetary fines for such violations. Any such amounts may be assessed to the Lot and Owner. Such Owner is deemed responsible for such violations, whether they occur as a result of their personal actions or the actions of their family, guests, tenants or any other person admitted through such Owner to the Development Premises.

2. Procedures.

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

(a). Notice.

Notice of the violation, including the provision(s) violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Owner on notice as to the violation, must be sent by first class mail, postage prepaid, or personally delivered to the representative of said Owner at the last known address of the Owner, or if no such notice has been filed, to the Lot or Dwelling Unit

address, or by Electronic Transmission if authorized by the Owner to the e-mail address provided by the Owner.

(b). Hearing.

The offending Owner must be provided a scheduled hearing before the Board at which the Owner may offer evidence in defense of the alleged violation. The hearing before the Board will be at its next scheduled meeting, or as otherwise scheduled by the Board, but in no event may the Owner be required to appear less than seven (7) days from the date of the notice.

(c). Hearing and Decision.

Upon appearance by the Owner before the Board and presentation of evidence of defense or in the event the Owner fails to appear at the scheduled hearing, the Board may, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

3. Fines.

Upon violation of the Development Documents and upon the decision of the Board as described in Paragraph 2 above, the following fines may be levied:

First Violation	No Fine Will Be Levied
Second Violation	\$50.00 Fine
Third Violation	\$100.00 Fine
Fourth and All Subsequent Violations	\$250.00 Fine

The Board, without the necessity of an amendment to this Declaration, may make such changes in said fines or adopt alternative fines, including the indexing of such fines to the rate of inflation, through Rules and Regulations. For purposes of this Section, the number of the violation (i.e., First, Second, etc.) is determined with respect to the number of times that an Owner violates the same provision of the Development Documents as long as that Owner is an owner of a Lot or occupant within the Development and is not based upon time or violations of different provisions. In the case of continuing violations, a new violation is deemed to occur each successive week during which a violation continues. No further hearings other than the first hearing is required for successive violations once a violation has been found to exist. Nothing in this Article will be construed as to prevent the Association from pursuing any other remedy under the Development Documents for such violations or from combining a fine with any other remedy or requirement to redress any violation.



4. Collection.

The fines levied pursuant to Paragraph 3 above will be assessed against the Lot and/or Dwelling Unit and Owner and will be immediately due and payable. Failure to pay the fine will subject the Owner to all liabilities set forth in the Development Documents, including, without limitation, assessment of the fine against the Lot and/or Dwelling Unit and Owner and imposition of a lien.

9. **Article VI, Section 2 of the Declaration**

Upon recording of this Second Amendment with the Kalamazoo County Register of Deeds, Article VI, Section 2 of the Declaration will be amended by deleting Article VI, Section 2 and replacing it with new Article VI, Section 2 so that it reads as follows:

Section 2.

DURATION: AMENDMENT

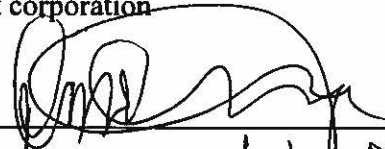
The covenants and restrictions of this Declaration shall run with and bind the land but may be amended by affirmative vote of sixty-six and two-thirds (66 2/3%) percent of all the outstanding votes held by the members of the Association and by the affirmative vote of sixty-six and two-thirds (66 2/3%) percent of all the outstanding votes allowable for Owner-Occupied Dwelling Units. The certificate of an officer of the Association, attested by a member of the Board, may be recorded as conclusive proof of the action taken.

In all other respects, the Development Documents, including the Declaration, as previously recorded and amended, are hereby ratified and confirmed.

[SIGNATURE ON FOLLOWING PAGE]


The Association has caused this Second Amendment to the Declaration to be executed the day and year first written above.

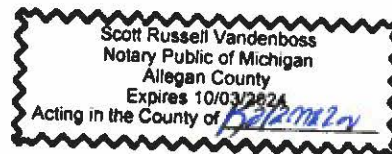
Hunter's Run Association, Inc., a Michigan nonprofit corporation

By: 
Name: John D. Meninga
Its: President

STATE OF MICHIGAN)
) ss
COUNTY OF Kalamazoo)

On this 2 day of September, 2021, the foregoing instrument was acknowledged before me by John D. Meninga, the President of Hunter's Run Association, Inc., a Michigan nonprofit corporation, on behalf of and by authority of the corporation.


Notary Public,
Allegan County, Michigan
My Commission Expires: 10/3/24
Acting in Kalamazoo County, Michigan



Document drafted by and when recorded return to:
Matthew W. Heron, Esq.
HIRZEL LAW, PLC
37085 Grand River Avenue, Suite 200
Farmington, Michigan 48335
(248)478-1800



**2023-003708
KALAMAZOO COUNTY MI
MEREDITH PLACE
REGISTER OF DEEDS**

RECEIVED AND RECORDED

Instrument Number: 2023-003708

Document Type: AMENDMENT

Number of Pages: 8

Arrival Date and Time: 2/17/2023 8:18:00 AM

Recording Date and Time: 2/17/2023 8:20:36 AM

GRANTOR: HUNTERS RUN ASSOCIATION INC

GRANTEE: HUNTERS RUN ASSOCIATION INC

DocId: 20026850

Tx: 40021846

I hereby certify that this instrument was RECEIVED and
RECORDED on the date and times stamped above in the
OFFICIAL PUBLIC RECORDS of the REGISTER OF DEEDS,
Kalamazoo County, Michigan.



A handwritten signature in black ink that reads "Meredith Place". The signature is written in a cursive, flowing style.

Meredith Place, Register
Register of Deeds
Kalamazoo County Michigan

This cover page is PAGE 1 of your document and is part of the Official Public Record.

5P

**THIRD AMENDMENT TO DECLARATION OF GENERAL COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR THE HUNTER'S RUN PLANNED UNIT DEVELOPMENT**

This Third Amendment to the Declaration of General Covenants, Conditions, and Restrictions for the Hunter's Run Planned Unit Development ("Third Amendment") is made and executed this 8 day of February 2023, by Hunter's Run Association, Inc., a Michigan nonprofit corporation (the "Association"), whose registered address is c/o Parkview Hills Management Company, 3329 Greenleaf Boulevard, Kalamazoo, Michigan 49008.

RECITALS

WHEREAS, the Declaration of General Covenants, Conditions, and Restrictions for the Hunter's Run Planned Unit Development located in Comstock, Michigan, (the "Development") was recorded on May 29, 1986, in Liber 1272, Page 658, Kalamazoo County Records, a Supplement to Declaration of General Covenants, Conditions, and Restrictions for the Hunter's Run Planned Unit Development was recorded on February 20, 1996, in Liber 1834, Page 1304, Kalamazoo County Records, a Supplement No. 2 to Declaration of General Covenants, Conditions, and Restrictions for the Hunter's Run Planned Unit Development was recorded on May 28, 2004, as Document No. 2004-032162, Kalamazoo County Records, an Amendment to Declaration of General Covenants, Conditions, and Restrictions for the Hunter's Run Planned Unit Development was recorded on November 30, 2004, as Document No. 2004-054701, Kalamazoo County Records, and a Second Amendment to Declaration of General Covenants, Conditions, and Restrictions for the Hunter's Run Planned Unit Development was recorded on September 3, 2021, as Document No. 2021-035717, Kalamazoo County Records (together the "Declaration").

WHEREAS, under the terms of the Declaration, the Association administers the Development in accordance with the terms of the Declaration.

WHEREAS, pursuant to Article VI, Section 2 of the Declaration, the Declaration may be amended by the affirmative vote of sixty-six and two-thirds (66 2/3%) percent of all the outstanding votes held by the members of the Association and by the affirmative vote of sixty-six and two-thirds (66 2/3%) percent of all the outstanding votes allowable for Owner-Occupied Dwelling Units, as defined by the Declaration. Through the signature of the Association's President below, the Association acknowledges that the above affirmative-vote threshold has been met.

NOW, THEREFORE, the Association Declaration is hereby amended as follows:

AMENDMENT

1. Article II, Section 6 of the Declaration

Upon recording of this Third Amendment with the Kalamazoo County Register of Deeds, Article II of the Declaration will be amended by adding new Article II, Section 6 so that it reads as follows:

Section 6.

Restrictions on Leasing.

The following restrictions on leasing apply to all Dwelling Units subject to this Declaration, including the Dwelling Units in Hunter's Creek Condominium, Hunter's Place Condominium, and Hunter's Run Single Family Homes. Owners may also be subject to leasing restrictions contained in their Property's governing documents. It is each Owner's responsibility to ensure their compliance with any applicable leasing restriction.

A. Right to Lease.

No Owner may lease a Dwelling Unit without the prior written approval of the Association. Approval by the Association will not be given if the Owner requesting approval has not owned their Dwelling Unit for at least one (1) year. No lease or other rental agreement shall provide for a term of less than one (1) year, unless otherwise permitted by the Association. The Association may, except to the extent prohibited by law, require an Owner to obtain a security deposit from the tenant or non-Owner to occupy a Dwelling Unit and to provide evidence of the security deposit to the Association. No subletting and no assignment of a lessee's interest in the lease shall be permitted without the Association's approval. In the event an Owner leases a Dwelling Unit and the lease or occupancy is terminated for any reason prior to the expiration of its initial twelve (12) month term, the Owner shall be prohibited from re-leasing the Dwelling Unit to any third party during the unexpired portion of the initial twelve (12) month term.

For purposes of this Declaration, "lease" means: (i) any occupancy agreement, whether or not in writing or for rent or other consideration, where the Dwelling Unit is not occupied by the Owner or an immediate family member of the Owner; and (ii) any form of occupancy agreement or arrangement under which the Owner of a Dwelling Unit permits another person to occupy all or less than all of a Dwelling Unit. The term "lease" includes, but is not limited to, an oral or written lease, an oral or written license, or an occupancy or possessory arrangement facilitated by Airbnb, Booking.com, Expedia, FlipKey, HomeAway, Homestay, Hotels.com, House Trip, Priceline.com, Roomorama, Tripping.com, Trivago, VRBO, VayStays, or any other similar format, website, or online platform. The listing or advertisement of a Dwelling Unit on one (1) of the formats, websites, or online platforms referenced in the preceding sentence is prohibited if the occupancy

arrangement resulting from such listing or advertisement would be a violation of this Declaration.

B. Procedures for Leasing.

An Owner desiring to rent or lease a Dwelling Unit shall disclose that fact in writing to the Association at least twenty-one (21) days before presenting a lease form to a potential lessee and shall supply the Association with a copy of the exact lease form for review for compliance with this Section 6. The Association shall be entitled to approve or not approve of such proposed lease transaction in accordance with the provisions of this Section 6. All non-Owner occupants shall comply with all of the conditions of the Declaration, Bylaws, and rules and regulations, if any, and all leases and rental agreements shall so state. An Owner shall be responsible for the conduct of their lessee and may be subject to the remedies in Article V, Section 5 for the lessee's violation, breach, or default of any of these reservations, covenants and restrictions, or of the Bylaws of the Association or any Rules and Regulations adopted by the Association.

C. Five (5%) Percent Leasing Limitation.

No Owner is permitted to lease a Dwelling Unit if the leasing of such Dwelling Unit would cause the number of leased Dwelling Units in the Property to exceed five (5%) percent of the total number of Dwelling Units in the Property. The five (5%) percent calculation is determined with respect to the Property that the Owner's Dwelling Unit is located within, such that no more than five (5%) percent of the total number of Dwelling Units in Hunter's Creek Condominium Association may be leased at any one point, no more than five (5%) percent of the total number of Dwelling Units in Hunter's Place Condominium Association may be leased at any one point, and no more than five (5%) percent of the total number of Dwelling Units in Hunter's Run Single Family Homes may be leased at any one point. Notwithstanding the foregoing or anything to the contrary in this Section, the Association recognizes that there may arise circumstances beyond an Owner's control that justify an exception to allow the temporary leasing of a single Dwelling Unit. If extenuating circumstances exist, an Owner may apply to the Association for permission to lease their Dwelling Unit, providing a written explanation of the extenuating circumstances. If the following circumstances exist, the Association, in the sole discretion of the Board of Directors, may allow an Owner to lease their Dwelling Unit even though five (5%) percent or more of the Dwelling Units in the Property may already be leased and even though the Owner may have owned their Dwelling Unit for less than one (1) year:

- (a) An Owner must relocate to a nursing home or similar facility for a period likely to exceed six (6) months;

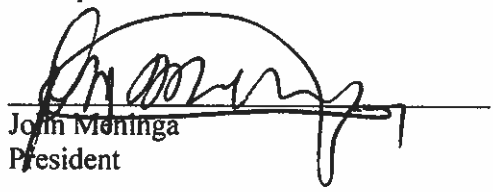
- (b) An Owner must relocate for medical purposes (treatment, rehabilitation or recuperation) for a period likely to exceed six (6) months;
- (c) An Owner must relocate for employment purposes for a period likely to exceed six (6) months;
- (d) An Owner or the estate of an Owner must rent a Dwelling Unit due to an inability to sell the same without incurring a financial loss as a result of mortgage liens recorded against the Dwelling Unit exceeding the fair market value of the Dwelling Unit; or
- (e) Any other extenuating situation approved by the Board of Directors.

In all other respects, the Declaration, as previously recorded and amended, is hereby ratified and confirmed.

[SIGNATURE ON FOLLOWING PAGE]

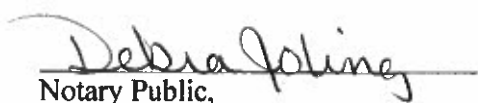
The Association has caused this Third Amendment to the Declaration to be executed the day and year first written above.

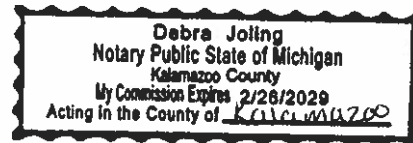
Hunter's Run Association, Inc., a Michigan nonprofit corporation

By: 
Name: John Meninga
Its: President

STATE OF MICHIGAN)
) ss
COUNTY OF Kalamazoo)

On this 8 day of February, 2023, the foregoing instrument was acknowledged before me by John Meninga, the President of Hunter's Run Association, Inc., a Michigan nonprofit corporation, on behalf of and by authority of the corporation.


Notary Public,
Kalamazoo County, Michigan
My Commission Expires: 2/26/2029
Acting in Kalamazoo County, Michigan



Document drafted by and when recorded return to:
Michael T. Pereira, Esq.
HIRZEL LAW, PLC
37085 Grand River Avenue, Suite 200
Farmington, Michigan 48335
(248) 478-1800

