Lake Columbia

Property Owners Association

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ARTICLES OF INCORPORATION

CONDUCT OF MEMBERSHIP

BYLAWS

and

RECORDED

RESTRICTIONS

AMENDED AND RESTATED
NON-PROFIT
ARTICLES OF INCORPORATION

ARTICLE II
PURPOSES

The purposes for which the Corporation is formed are as follows:

(a) To manage and administer the affairs of, maintain and promote the welfare of the residents within Lake Columbia's Subdivisions in Columbia Township, County of Jackson, in the State of Michigan;

(b) To own, acquire, build, operate and maintain parks, streets and recreation facilities in said Subdivisions;

(c) To levy and collect assessments against and from the members of the Corporation and to use the proceeds thereof for the purposes of the Corporation;

(d) To carry insurance and to collect and allocate the proceeds thereof;

(e) To rebuild improvements after casualty;

(f) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance and administration of said Corporation;

(g) To make and enforce reasonable regulations concerning the use and enjoyment of said facilities;

(h) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property for any purpose of providing benefit to the members of the Corporation and in furtherance of any of the purposes of the Corporation;

(i) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure by mortgage, pledge or other lien;

(j) To enforce the applicable building and use restrictions and these Articles of Incorporation and such Bylaws and Rules and Regulations of this Corporation as may hereinafter be adopted;

(k) In general, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of said Subdivisions and to the accomplishment of any of the purposes thereof.

ARTICLE V
EXISTENCE

The term of corporate existence is perpetual.

ARTICLE VI
MEMBERSHIP AND VOTING

The qualifications of members, the manner of their admission to this Corporation, the termination of membership, and voting by such members shall be as provided in the Bylaws of the Corporation. Voting by members shall be in accordance with the provisions of the Bylaws of this Corporation.

ARTICLE VII

A volunteer Officer or Director of the Corporation shall not be personally liable to the Corporation or its members for monetary damages for a breach of fiduciary duty as an Officer or Director, except for liability:

(a) for any breach of an Officer's or Director's duty of loyalty to the Corporation or its members;

(b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;

(c) resulting from a violation of MCLA 450.2551(1);

(d) for any transaction from which the Officer or Director derived an improper personal benefit;

(e) an act or omission occurring before the effective date if the provision grants limited liability; or

(f) for any act or omission that is grossly negligent.

The Corporation assumes liability for all acts or omissions of volunteer Officers and Directors occurring on or after the date of these Restated Articles of Incorporation if all of the following are met:

(i) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority.

(ii) The volunteer was acting in good faith.

(iii) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct.

(iv) The volunteer's conduct was not an intentional tort.

(v) The volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in Section 3135 of the insurance code of 1956, Act No. 218 of the Public Acts of 1956, being Section 500.3135 of the Michigan Compiled Laws.

If the Michigan Nonprofit Corporation Act is amended to authorize corporate action further eliminating or limiting the personal liability of Officers or Directors, then the liability of the Officers and Directors of the Corporation shall be eliminated or limited to the fullest extent permitted by the Act, as so amended.

Any repeal, modification or adoption of any provision in these Articles of Incorporation inconsistent with this Article shall not adversely affect any right or protection of the Officers and Directors of the Corporation existing at the time of such repeal, modification or adoption.

LAKE COLUMBIA PROPERTY OWNERS' ASSOCIATION

MANDATORY BASIC STANDARDS
OF
CONDUCT OF MEMBERSHIP
As approved by
THE BOARD OF DIRECTORS

In order to secure and maintain the residential subdivisions for the property owners of Lake Columbia, the following constitute the mandatory, bare minimum standards of conduct, care and concern by the membership and its families, guests, contractors and invitees toward the well being of the Lake Columbia community.

1. Membership shall cooperate in providing information leading to the arrest and conviction of person or persons involved in the destruction of Association property or property of the membership of the Association.
2. Property owners shall take the necessary steps to contact proper law enforcement agencies, be it the sheriff, state police or Columbia Township, to report persons breaking the law either on the common properties of the Property Owners' Association, including the lake and parks, as well as all such conduct which constitutes a breaking of the law effecting the safety and general welfare of the membership.
3. The membership, recognizing their duty and responsibility to be responsible for the well-being of the subdivisions and the community of Lake Columbia, shall promptly report to the Property Owners' Association office all violations of restrictions which come to their attention.
4. Lot owners shall be sensitive to the needs of adjoining lot owners so that the location of boats, docks and rafts of the membership will not cause undue or unreasonable interference with adjoining lot owners who own waterfront property on Lake Columbia. It is further recognized by the membership that the right to place objects permanently or temporarily in, on or under the waters of Lake Columbia is at all times subject to the underlying right and control reserved to the Board of Directors and the Building Control Committee as provided for in the restrictions. This shall include, but not be limited to any and all devices, structures or other things designed or intended to prevent naturally occurring conditions (such as ice)
5. The membership shall further recognizes that the maintenance and location of garbage and trash receptacles have a direct bearing upon the health, welfare and beauty of the subdivision and, therefore, recognize that no garbage receptacle shall be placed along the roadside of any property at Lake Columbia except during the day of pickup or the evening prior thereto.
6. Assessments shall be promptly paid when due as otherwise the Association will not be able to function and carry out the mandates provided for in the Restated and Amended Articles of Incorporation, Bylaws and restrictions of record.

Ratified this 27th day of April, 2009

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Patricia O'Shea, Secretary

LIBER 2201 PAGE 0830 1 of 42
STATE OF MICHIGAN - JACKSON COUNTY
Received 12/09/2021 10:26 AM 2901320
Processed 12/09/2021 12:10:03 PM DEC
Amanda L.Kirkpatrick , Clerk/Register of Deeds

SECOND AMENDED AND RESTATED BYLAWS OF LAKE COLUMBIA PROPERTY OWNERS ASSOCIATION

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ARTICLE I
INCORPORATION OF DECLARATIONS; NAME; PURPOSE

Section 1. Incorporation of Declarations. The Declaration of Restrictions for Holiday Shores I, recorded in Liber 695, Pages 554 et seq., Declaration of Restrictions for Cambridge Shores recorded in Liber 701, Pages 240 et seq., Declaration of Restrictions for Sherwood Shores recorded in Liber 703, Pages 588 et seq., Declaration of Restrictions for Hill 'N' Shore Subdivision recorded in Liber 879, Pages 1182 et seq., Declaration of Restrictions for Holiday Shores No. 2 recorded in Liber 704, Pages 227 et seq., Declaration of Restrictions for Southern Shores recorded in Liber 707, Pages 132 et seq., Declaration of Restrictions for Fletcher Shores recorded in Liber 709, Pages 291 et seq., Declaration of Restrictions for Bay View Shores recorded in Liber 710, Pages 313 et seq., Declaration of Restrictions for Grand Pointe Shores (and Blakely Shores) recorded in Liber 715, Pages 617 et seq., Declaration of Restrictions for Royal Shores recorded in Liber 718, Pages 92 et seq., Declaration of Restrictions for Riviera Shores recorded in Liber 737, Pages 989 et seq., Declaration of Restrictions for Riviera Shores No. 2 recorded in Liber 741, Pages 421 et seq., and Declaration of Restrictions for Imperial Shores recorded in Liber 949, Pages 1197 et seq., Jackson County Records (all of the foregoing Declarations of Restrictions, as amended, being collectively referred to herein as the "Declarations"), are hereby incorporated by reference in their entirety. The Declarations, these Amended and Restated Corporate Bylaws, the Association's Articles of Incorporation, and any Association rules and regulations are sometimes collectively referred to herein as the "Subdivision Documents."

Section 2. Name. The name of the corporation is Lake Columbia Property Owners Association (the "Association").

Section 3. Purposes. The purposes for which the Association is formed are as follows:

A. Management and Administration. To manage, administer the affairs of, maintain and promote the welfare of the residents within the subdivisions subject to the Declarations, all of which are located in Columbia Township, Jackson County, Michigan (each referred to as a "Subdivision" and collectively referred to as the "Subdivisions");

B. Real or Personal Property. To own, acquire, build, operate and maintain parks and recreation facilities in the Subdivisions, and to own, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real or personal property for any purpose of providing benefit to the Association and in furtherance of any Association purposes;

C. Collecting Assessments. To levy and collect assessments against and from the Association members and to use the proceeds for the purposes of the Association;

D. Insurance. To carry insurance and collect and allocate any insurance proceeds;

E. Rebuild Improvements. To rebuild improvements after casualty as decided by the Board of Directors;

F. Contract and Employ Persons. To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Subdivisions and Association;

G. Rules and Regulations. To make and enforce reasonable rules and regulations concerning the use and enjoyment of the Association's properties and facilities, the Subdivisions and the administration of the Association;

H. Borrow Money. To borrow money as decided by the Board of Directors and issue evidences of indebtedness in furtherance of any or all of its business purposes and to secure the same by mortgage, pledge or other lien; provided, however, that any such action shall also be approved by affirmative vote of more than fifty (50%) percent of all eligible members of the Association in good standing.

I. Committees. To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Association and to delegate to such committees any functions or responsibilities which are not by law required to be performed by the Board of Directors;

J. Enforce Restrictions and Documents. To enforce, as possible, all applicable building and use restrictions contained in the Subdivision Documents including, without limitation, the Declarations, these Bylaws, the Association's Articles of Incorporation, and any Association rules and regulations;

K. Maintenance. To keep and maintain the Association's properties and facilities in a clean and orderly condition, including cutting and removing weeds and grass, picking up loose materials and refuse, and to do any other things necessary or desirable to keep the same in neat appearance and in good order if practical;

L. Control Streets. To exercise such control over the streets within the Subdivisions as deemed necessary or desirable, subject at all times to such control of municipal authorities having jurisdiction over the streets;

M. Uniform Comprehensive Boat Registration and Control Program. To develop, enact and enforce uniform comprehensive boat registration and control programs and procedures for the users of the water and boat ramps at Lake Columbia;

N. Protection of Plants and Wildlife. To do all things reasonably necessary or incidental to the protection of plant and wildlife within any Association properties or the Subdivisions;

O. Gateways, Ramps, Entrance and Recreation Facilities. To provide for the erection and maintenance of gateways, ramps and entrances and other ornamental features now existing or hereafter to be erected or created and to acquire and maintain recreational facilities as the same are established in the Subdivisions;

P. Additional Services. To provide such other services as may be deemed desirable by the Board of Directors, said services to be rendered to the residents or members at the expense of those receiving the services where the services are of such a character so as not to be of mutual benefit to all members;

Q. Dam, Spillway and Floodgate. To provide in perpetuity for necessary assessment, maintenance, repair and in the event of catastrophic failure, for the replacement of the dam, spillway, floodgate and their collateral facilities to assure the integrity of those structures to retain, impound and permit responsible release of the waters forming Lake Columbia. At a minimum, these duties shall include retaining qualified professionals to conduct comprehensive structural inspections and issue status reports with repair and replacement cost analysis to the Board of Directors no less often than every five (5) years, securing and maintaining annual coverage under comprehensive insurance or re-insurance policies at full replacement cost of these structures issued by competent and qualified underwriters with reasonable deductibles, performing annual review of coverages, and establishing and maintaining current or reserve deductible fund accounts at all times sufficient to assure the financial ability of the Association to satisfy these duties; and

R. General. In general, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the Subdivisions and the Association.

ARTICLE II
MEMBERSHIP, ASSESSMENTS AND VOTING RIGHTS

Section 1. Membership. Every person or entity who is a record owner of fee simple title or a land contract vendee's interest in any lot ("Lot") subject to the Declarations shall be a mandatory member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Notwithstanding anything to the contrary herein, any person or entity who holds such interest merely as security for the performance of an obligation shall not be a member of the Association.

Section 2. Assessments. The rights of membership are subject to the payment of annual and special assessments as provided for in these Bylaws and Declarations. Assessments in default shall bear interest at the highest rate allowed by law (currently 7%) until paid in full. Effective March 27, 1978, all combined lots, with or without homes, shall upon change of ownership revert back to one assessment per each lot or portion thereof. Annual assessments shall be due April 1st commencing each year beginning in 2006. The annual assessment may be adjusted by a two thirds (2/3rds) majority vote of the Board of Directors but in any event shall be limited to the increase of the Midwest Consumer Price Index. All assessments, together with interest, late fees, costs, attorneys' fees incurred in the collection of assessments or costs that the Association pays to protect its rights shall be a charge on the owner's Lot and shall be a continuing lien upon the Lot against which each assessment is made

and shall be superior to all other liens except tax liens on the Lot in favor of any state or federal taxing authority and sums unpaid on the first mortgage of record. Assessments shall also be the personal obligation of the person who is the owner of the Lot at the time the Assessment fell due and all subsequent owners until paid, and shall accrue to the Association's benefit.

Section 3. Penalty for Defaulting in Assessment Payments or for Violating the Subdivision Documents. The Board of Directors may suspend a member's rights in the Association during any period for which assessments remain unpaid. In addition, all Assessments, or installments of Assessments that remain unpaid as of thirty (30) days after the due date shall incur a uniform late charge of $25.00 per month to compensate the Association for administrative costs incurred because of the delinquency. The Board of Directors may revise the frequency and rate of the uniform late charges, and may levy additional late charges for special and additional Assessments, without the necessity of amending this Amended and Restated Bylaws. Payments of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including attorney's fees; second, to any interest charges, fines and late fees on such installments; and third, to installments in default in order of their due dates. An Owner selling a Lot shall not be entitled to any refund whatsoever from the Association with respect to any reserve account or other asset of the Association. Upon payment in full of any delinquent sums, suspended rights and privileges shall be automatically restored. Membership rights and privileges are further subject to the conduct of each member in accord with the Standards of Conduct which may be updated from time to time by the Board of Directors. Conduct such as careless use of water or any conduct which endangers the welfare of the Association, its property or its residents or the health and safety of its residents shall be grounds for suspension of membership rights. Except as otherwise provided in Article IV, Section 1, a member in default in the payment of assessments or any provision of the Subdivision Documents shall not be qualified to run for or function as an officer or Director of the Association, and shall not be entitled to vote so long as such default continues.

Section 4. Use and Enjoyment Privileges; Good Standing. Each member in good standing shall be entitled to the use and enjoyment of the common properties and facilities over which the Association has jurisdiction. As used throughout the Subdivision Documents, "good standing" means a member (or Director or Officer, as the case may be) who is current in all financial obligations owing to the Association and who is not in default of any of the provisions of the Subdivision Documents.

Section 5. Voting Rights. Except as otherwise set forth herein, each member shall be entitled to one vote for each Subdivision in which such member owns a Lot provided that such member is in good standing, and each individual or entity owning more than one Lot or combined Lot in a particular Subdivision is limited to one vote only for that Subdivision irrespective of the number of Lots owned in that particular Subdivision. Each member owning Lots in more than one Subdivision may only cast their vote pertaining to Subdivision matters in each Subdivision wherein the member has Lot ownership. In the case of any Lot owned jointly by more than one member, the voting rights appurtenant to that Lot may be exercised only jointly as a single vote.

Section 6. Vote Restricted as to Special Assessments Levied on Membership Basis. Notwithstanding anything to the contrary contained herein but subject to the provisions of Section 5 above relating to the voting rights appurtenant to a Lot owned jointly by more than one member, (a) if a special assessment is to be levied on a per Lot or combined Lot basis, each member may cast a vote

for each Lot to be assessed, and (b) if there is a matter in which a special assessment is to be levied on a per membership basis, then in that event, each member shall be entitled to one vote for each Subdivision in which such member owns a Lot provided that such member is in good standing.

Section 7. Enforcement

A. Remedies. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment against the owner, may record against the Lot a lien securing the payment of all delinquent amounts, may foreclose the lien either by judicial action or by advertisement, or may pursue one or more of these remedies at the same time or successively. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligation of the parties to these actions. The Association shall have such other remedies for collection and enforcement of assessments as may be permitted by law. All remedies are cumulative.

B. Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a foreclosure by advertisement action shall be commenced until the expiration of ten (10) days after mailing by first class mail, postage prepaid, addressed to the delinquent Owner at their last known address, of a written notice that one or more installments of the annual or special assessment, as the case may be, levied against the pertinent Lot is or are delinquent and that the Association may invoke any of its remedies under this Article if the default is not cured within ten (10) days after the date of mailing. The written notice shall set forth (i) the authority for the lien, (ii) the amount outstanding, (iii) the legal description of the subject Lot, and (iv) the name of the owner of record. The notice shall be recorded in the Jackson County Register of Deeds, but it need not have been recorded as of the date of mailing to the delinquent owner. If the delinquency is not cured within the ten (10) day period, the Association may take any remedial action as may be available to it under the Subdivision Documents or Michigan law.

C. Expenses of Collection. All expenses incurred in collecting unpaid assessments, including interests, fines, costs, actual attorneys' fees (not limited to statutory fees and including attorneys' fees and costs incurred incidental to any bankruptcy proceedings filed by the delinquent owner or probate or estate matters) and advances for taxes or other liens or costs paid by the Association to protect its lien, shall be chargeable to the owner in default and shall be secured by the lien on their Lot.

ARTICLE III
MEETINGS

Section 1. Place of Meetings. Meetings of the Association shall be held at any suitable place convenient to the members as may be designated by the Board of Directors. Association meetings shall be guided by Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation or the laws of the State of Michigan. Only members in good standing and non-member guests invited by the

Board may speak at meetings of the Association or address the Board or members at any such meetings. Any person in violation of this provision or the rules of order governing the meeting, which are incorporated herein by reference, may be removed from such meeting, without any liability to the Association or its Board of Directors.

Section 2. Annual Meetings. The annual meetings of the Association shall be held in the month of May each succeeding year at such time and place as shall be determined by the Board of Directors. The Board of Directors 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. The members may also transact at annual meetings such business of the Association as may properly come before them. The election of the representative of any Subdivision to the Board of Directors shall be by the membership of that Subdivision only, rather than by the entire Association membership.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors. The President shall also call a special meeting upon a petition presented to the Secretary of the Association that is signed by ten percent (10%) of those members in good standing. Notice of any special meeting shall state the time, place and purpose of such meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve written notice of each annual or special meeting, stating the purpose as well as the time and place where it is to be held, 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 at the member's last known address as recorded with the Association or to the address of the member's Lot shall be deemed notice served. Such notice may also be given by electronic transmission. The notice shall set out in reasonable detail the business to be brought before the meeting and each meeting shall be limited to the items set out in the notice in order that those casting absentee ballots may be permitted to express their desires. If members share a common address, the Association may provide one copy of the notice to the members at that common address in accordance with Section 143 of the Nonprofit Corporation Act (MCL 450.2143). 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 shall be deemed due notice. A member's attendance at an Association meeting shall be deemed that member's waiver of notice. Members present may make suggestions covering items which they feel should be brought before the membership. If any such suggestions are approved by proper resolution of those members present, it shall be the duty of the Secretary to present such resolutions to the members for consideration at the next annual or special membership meeting. It shall further be the duty of the Secretary to include with the notice of any regular or special membership meeting such suggestions or requests as may be properly presented in writing and endorsed by fifty (50) or more members in good standing, providing such requests are received in time to modify the notice and mail the notice at least thirty (30) days prior to the meeting date. As used in the Subdivision Documents, "electronic transmission" means transmission by any method authorized by the person receiving such transmission and not directly involving the physical transmission of paper, which creates a record that may be retrieved and retained by the Association and may be directly reproduced in paper form by the Association through an automated process.

Section 5. Quorum. The presence in person or by proxy or by absentee ballot of fifty (50) members qualified to vote shall constitute a quorum for holding a meeting of the Association members. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person, by proxy or by absentee ballot, or by such date as is established for voting in cases where no meeting is held, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast. Any member who participates by remote communication in an Association meeting, as provided below, shall also be counted in determining the necessary quorum.

Section 6. Remote Communication Attendance; Remote Communication Meetings. A member may participate in a meeting of the Association by a conference telephone or by other means of remote communication through which all persons participating in the meeting may hear each other, if the Board determines to permit such participation and (a) the means of remote communication permitted are included in the notice of the meeting or (b) if notice is waived or not required. All participants shall be advised of the means of remote communication in use and the names of the participants in the meeting shall be divulged to all participants. Members participating in a meeting by means of remote communication are considered present in person and may vote at such meeting if all of the following are met: (a) the Association implements reasonable measures to verify that each person considered present and permitted to vote at the meeting by means of remote communication is a member or proxy holder; (b) the Association implements reasonable measures to provide each member and proxy holder a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with the proceedings; and (c) if any member or proxy holder votes or takes other action at the meeting by means of remote communication, a record of the vote or other action is maintained by the Association. A member may be present and vote at an adjourned meeting of the members by means of remote communication as if they were permitted to be present and vote by the means of remote communication in the original meetings notice given. The Board may hold a meeting of the members conducted solely by means of remote communication.

Section 7. Adjournment for Lack of Quorum. If any meeting of members cannot be held because a quorum is not in attendance, the owners who are present may adjourn the meeting to a time not less than forty eight (48) hours from the time the original meeting was called. The quorum for each subsequent meeting shall be reduced by one-half from the quorum requirement of the previously scheduled meeting.

Section 8. Action without Meeting. Any action that may be taken at an Association meeting (except for voting on questions or proposals where the full question, proposal or choice is not yet known) may be taken without a meeting by written vote or ballot of the members. Written votes or ballots shall be solicited in the same manner as provided in these Bylaws for the giving of notice of Association meetings. Such solicitations shall specify: (a) the proposed action; (b) that the member has the opportunity to vote for or against any such proposed action; (c) the number of responses needed to meet the quorum requirements; (d) the percentage of approvals necessary to approve the action; and (e) the time by which written votes must be received in order to be counted. The form of written vote or ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance with the member's specification. Approval by written vote or ballot shall be constituted by

receipt, within the time period specified in the solicitation, of: (i) a number of written votes or ballots which equals or exceeds the quorum that would be required if the action were taken at a meeting; and (ii) a number of approvals that equals or exceeds the number of votes that would be required for approval if the action were taken at a meeting.

Section 9. Proxy and Absentee Ballot Restrictions. The Board of Directors shall prepare, approve and make available to the membership a uniform proxy and absentee ballot form designated in the body thereof as "LAKE COLUMBIA PROPERTY OWNERS' ASSOCIATION OFFICIAL PROXY FORM" or "LAKE COLUMBIA PROPERTY OWNER'S ASSOCIATION OFFICIAL ABSENTEE BALLOT," as the case may be, the form and type of such proxy or absentee ballot being determined in the Board's sole discretion. Such forms shall be made available to any member in good standing upon that member's request, and each member shall only be entitled to one proxy form or one absentee ballot form per meeting or vote, as the case may be. No proxy or absentee ballot shall be valid unless the same is presented on the Board's approved form and shall have been received by the Secretary of the Association by depositing such proxy or absentee ballot in person or by mail at least five (5) days prior to the date of the meeting for which the proxy or absentee ballot has been given. All votes cast by proxy or absentee ballot shall be subject to all regulations, rules and Bylaws applying to voting by the membership in person at any such meeting.

Section 10. Minutes. Minutes or a similar record of the proceedings of all meetings of members must be kept by the Association and, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

Section 11. Majority. A majority shall consist of more than fifty percent (50%) of those members present in person, by absentee ballot or by proxy.

ARTICLE IV
BOARD OF DIRECTORS

Section 1. Qualification and Number of Directors. The affairs of the Association shall be governed by a Board of Directors all of whom must be members of the Association in good standing except that officers, partners, trustees, employees or agents of members that are legal entities and not individual persons may be designated by such entities to serve as directors, if elected, of the corporation. Any Director who is delinquent in any financial obligation owed to the Association, including late fees, shall pay in full the amount due within thirty (30) days of the delinquency. During the period of delinquency, the Director shall not be permitted to vote on any delinquency matter of another member, including matters that may affect the Director's own Lot or membership. If the Director does not comply with the delinquency cure time period, and notwithstanding the provisions of Section 5 of this Article, the Director shall be deemed removed from the Board of Directors for the remainder of the Director's term and the vacancy shall be filled in accordance with Section 4 of this Article. No two occupants of the same Lot may serve on the Board of Directors at the same time. Directors shall serve without compensation. There shall be nine (9) Directors, and a Director shall be elected by and from the membership of each of the following Subdivisions: (a) Holiday Shores I; (b) Holiday Shores II; (c) Sherwood Shores and Hill 'N' Shores; (d) Southern Shores; (e) Riviera Shores and Riviera Shores No. 2; (f) Royal Shores; (g) Grand Pointe Shores and Blakely Shores; (h) Bay

View Shores; (i) Cambridge Shores (including Lots 1-36 on Castlewood drive), Fletcher Shores and Imperial Shores. No full or part time employee of the Association or any vendor utilized by the Association shall be eligible to be a Director, whether by election or appointment.

Section 2. Term of Directors. The term of office for each Director shall be three (3) years. All Directors shall hold office until their successors have been elected and hold their first meeting. The respective terms of office for the Directors have been staggered as follows:

A. Election in 1974 and every three years thereafter of Directors from the membership of: Holiday Shores I; Holiday Shores LI; and Sherwood Shores and Hill & Shores.

B. Election in 1975 and every three years thereafter of Directors from the membership of Bay View Shores; Grand Pointe Shores and Blakely Shores; and Cambridge Shores (including Lots 1-36 on Castlewood Drive), Fletcher Shores and Imperial Shores.

C. Election in 1976 and every three years thereafter of Directors from the membership of Royal Shores; Southern Shores; and Riviera Shores and Riviera Shores No. 2.

Section 3. Nomination and Election. Any Owner in good standing wishing to run for election to the Board may submit personally, by mail or electronic transmission, their name, address, phone number and any biographical (or other qualification or explanatory information that the Owner wishes to be distributed to the members of the Association) to the Board, at least thirty (30) days, but not more than sixty (60) days, prior to the date of the annual meeting. Good standing of candidates shall be determined as of April 1 of each year. The Board of directors shall mail to the members in accordance with Article III, Section 4, or post to the Association's website the list of candidates. No nominations from the floor or write-in candidates shall be permitted. Absentee ballots or proxies for voting on Directors shall be accepted from members not attending the Annual Meeting, provided they are submitted to the secretary or managing agent prior to the election in accordance with the provisions of Article III, Section 9 above, and such proxies or ballots shall be counted in determining the presence of a quorum at the annual meeting.

Section 4. Powers and Duties. The Board of Directors shall have, and shall be responsible for carrying out, those powers and duties set forth in Article I, Sections 3A – R above.

Section 5. Professional Management. The Board of Directors may employ for the Association a professional management agent at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed above, and the Board may delegate to such management agent any other duties or powers which are not by law required to be performed by or have the approval of the Board of Directors or the members of the Association.

Section 6. Enforcement Authority; Recovery of Expenses and Attorneys' Fees. The Board of Directors shall have the power to enforce, either in its own name or in the name of any real estate owner or owners as may be necessary, all building and other restrictions which have been, are now, or may hereafter be imposed upon any of the real estate in the Subdivisions or any additions thereto. Any and all costs, damages, expenses and actual attorneys' fees incurred by the Association in enforcing

any of the restrictions set forth in the Subdivision documents, whether through legal proceedings or otherwise, may be assessed to, secured by a lien on the offending owner's Lot and collected from the responsible owner in the manner provided in Article II for unpaid assessments. This includes actual costs and legal fees incurred by the Association in investigating and seeking legal advice concerning violations. The Association shall have full power and authority to bring proceedings in the names of any of the owners to enforce the restrictions, and the expenses and costs of such proceedings incurred by the Association shall be paid out of the general fund of the Association. The Association shall be entitled to recover its actual attorneys' fees, court costs, expenses and all costs of collection from any member who is adjudged to have committed a default or violation of any of the provisions of the Subdivision Documents.

Section 7. Vacancies. In the event that a vacancy occurs, for any reason, the Association shall provide notice to the members of the Subdivision in which the vacancy occurred stating that the members of such Subdivision shall have the right to nominate a person for each vacancy within ten (10) days after the date the notice was issued. Within ten (10) days after receipt of any nomination at the Association's office, interviews shall be held with the Nominating Committee and shall include any Director who desires to be present. Within seven (7) calendar days after the interviews have been completed, the Board of Directors may appoint one of the interviewed candidates to fill each vacancy. Such appointees shall serve until the expiration of the term of the Director whose seat became vacant. In the event that no candidates are appointed, then the Board of Directors may advertise the vacancy on the Association's website, via the Association's regular newsletter or via electronic transmission, and any member in good standing may apply or be nominated and if appointed by the Board such appointee's or appointees' term of office shall expire at the next Annual Meeting. If again no member is appointed, the Board of Directors may appoint a member or members to fill the vacancy in which case such appointee's or appointees' term of office shall expire at the next Annual Meeting. The allocation of seats on the Board required by Section 1 above shall be observed in the making of all appointments.

Section 8. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by affirmative vote of at least fifty-one (51%) percent of the entire membership in good standing of the Subdivision from which the director was elected and a successor may then and there be elected by the membership of that Subdivision to fill any vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting prior to the recall vote. Any Director who fails to abide by the Code of Conduct approved by the Board from time to time shall be subject to suspension for a period of two (2) months upon vote of at least six (6) of the other Directors. Any Director who shall continue to violate the Code of Conduct after having been suspended may be removed from the Board by vote of at least six (6) of the other Directors. Any Director who shall fail to attend any three (3) consecutive regular meetings of the Board shall be deemed to have automatically resigned effective as of the adjournment of the third meeting missed.

Section 9. First Meeting of New Board. The first meeting of a newly elected Board shall be held within ten (10) days of election at such place and time as shall be fixed by the Directors at the meeting at which such Directors were elected. No notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, provided a majority of the entire Board is present at such a meeting.

Section 10. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly on the fourth (4^{th}) Monday of each month except for the month of May, in which case the meeting may take place as determined by the Board, and the month of December, unless otherwise determined by majority vote of the Directors. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, or by mail, facsimile, electronically or telephone at least three (3) days prior to the date of the meeting, unless waived by such Director. Electronic transmission of such notice may also be given in any such manner authorized by the Director entitled to receive the notice. At least a portion of all regular meetings will be open to all members in good standing.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the president upon three (3) days' notice to each Director, given personally, or by mail, facsimile, electronically or by telephone, which notice shall state the time, place and purpose of the meeting. Electronic transmission of such notice may also be given in any such manner authorized by the Director entitled to receive the notice. Special meetings of the Board of Directors shall be called by the president or secretary in like manner and on like notice on the written request of two (2) Directors.

Section 12. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing or orally, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. A Director's attendance at a Board meeting shall be deemed that Director's waiver of notice. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 13. Quorum. The presence of a majority of the Directors at a meeting shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which there is a quorum shall be the acts of the Board of Directors. A Director will be considered present and may vote on matters before the Board by remote communication, electronically or by any other method giving the remainder of the Board sufficient notice of the absent Director's vote and position on any given matter. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice. If a Director joins in the action of a meeting by signing and concurring in the minutes of that meeting, the Director shall be considered present for purposes of determining a quorum.

Section 14. Action without Meeting. Any action permitted to be taken by the Board of Directors at a meeting of the Board shall be valid if consented to in writing, including by electronic transmission, by a majority of the Board of Directors. Further, the presiding officer of the Association, in exceptional cases requiring immediate action, may poll all Directors by phone for a vote, and provided the action is consented to by the requisite number of Directors, such vote shall constitute valid action by the Board, provided the results of the vote and the issue voted upon are noted in the minutes of the next Board meeting to take place.

Section 15. Closing of Board of Director Meetings to Members; Privileged Minutes. The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board of

Directors to the members or may permit members to attend a portion or all of any meeting of the Board of Directors. Any member shall have the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, however, that no member shall be entitled to review or copy any minutes of meetings of the Board of Directors to the extent that said minutes reference privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence, or the Michigan Court Rules.

Section 16. Remote Communication Participation. Members of the Board of Directors may participate in any meeting by means of conference telephone or other means of remote communication through which all persons participating in the meeting can communicate with the other participants. Participation in a meeting by such means constitutes presence in person at the meeting.

Section 17. Fidelity Bond/Crime/Employee Dishonesty Insurance. The Board of Directors shall obtain fidelity bond or equivalent employee dishonesty/crime coverage in the minimum amount of a sum equal to three months aggregate assessments on all Lots plus reserve funds on hand, with such fidelity bond or equivalent employee dishonesty/crime insurance covering all officers, directors, and employees of the Association and all other persons, including any management agent, handling or responsible for any monies received by or payable to the Association (it being understood that if the management agent or others cannot be added to the Association's coverage, they shall be responsible for obtaining the same type and amount of coverage on their own before handling any Association funds). The premiums for the foregoing shall be expenses of administration.

ARTICLE V
OFFICERS

Section 1. Designation. The principal officers of the Association shall be a president, vice president, secretary and treasurer. The Directors may appoint such other officers as in their judgment may be necessary. Any two offices except that of president and treasurer may be held by one person. The President must be a member of the Board of Directors. Officers shall serve without compensation.

Section 2. Appointment. The officers of the Association shall be appointed annually by the Board of Directors and shall hold office at the pleasure of the Board.

Section 3. Removal. The Board of Directors may remove any officer either with or without cause, and the successor to the removed officer may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The president shall be the chief executive officer of the Association, and shall preside at all meetings of the Association and of the Board of Directors. The president shall have all of the general powers and duties which are usually vested in the office of the president of a corporation, including, but not limited to, the power to appoint committees from among the members from time to time in the president's discretion as may be deemed appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The vice president shall take the place of the president and perform the president's duties whenever the president shall be absent or unable to act. If neither the

president nor the vice president is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The vice president shall also perform such other duties as shall from time to time be imposed by the Board of Directors.

Section 6. Secretary. The secretary shall keep the minutes of all Board and Association meetings, have charge of the corporate minute book, and of such books and papers as the Board of Directors may direct; and shall in general, perform all duties incident to the office of the secretary.

Section 7. Treasurer. The treasurer or management agent shall have responsibility for all Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The treasurer or management agent shall be responsible for the deposit of all monies and other valuable papers of the Association, in the name of and to the credit of the Association, in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VI
FINANCES AND RECORDS

Section 1. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Board of Directors. The commencement date of the fiscal year of the Association shall be subject to change by the Board of Directors for accounting reasons or other good cause.

Section 2. Banking. The funds of the Association shall be deposited in such bank or other depository as may be designated by the Board of Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time.

Section 3. Investment of Funds. The funds of the Association shall be deposited with insured financial institutions or with securities brokers or invested in federally insured securities, as designated by the Board of Directors and withdrawn only upon the check or order of the officers, employees or agents designated by the Board of Directors. Funds may also be invested in interest bearing obligations of the United States Government, or in such other depositories that are adequately insured, at the discretion of the Board of Directors.

Section 4. Books and Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, which shall specify the expenses incurred by or on behalf of the Association and the members. The non-privileged and non-private books, records, contracts, and financial statements concerning the administration and operation of the Subdivisions and the Association shall be open for inspection by the members during reasonable working hours. The Association shall prepare and make available to the members at least one (1) time a year a financial statement, the contents of which shall be defined by the Association and which may be distributed by electronic transmission given in any such manner authorized by the person entitled to receive the financial statement, provided that any member may receive a written financial statement upon request. The Association shall have its books, records and financial statements independently audited on an annual basis by a certified public accountant, as defined in Section 720 of the occupational code (MCL 339.720). Any audit shall be performed in accordance with the statements on

auditing standards or the statements on standards for accounting and review services, respectively, of the American Institute of Certified Public Accountants.

ARTICLE VII
INDEMNIFICATION

Section 1. Indemnification of Directors and Officers. Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement incurred by or imposed upon the Director or officer in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which the Director or officer may be a party or in which they may become by reason of their being or having been a Director or officer of the Association, whether or not they are a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of the Director's or officer's duties, and except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. The Board of Directors shall notify all members of payment of any indemnification that it has approved at least ten (10) days before payment is made. The indemnification rights of this Article shall be at all times construed to be consistent with those contained in the Articles of Incorporation of the Association.

Section 2. Directors' and Officers' Insurance. The Association shall provide liability insurance for every Director and every officer of the Association for the same purposes provided above in Section 1 and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. With the prior written consent of the Association, a Director or an officer of the Association may waive any liability insurance for such Director's or officer's personal benefit. No Director or officer shall collect for the same expense or liability under Section 1 above and under this Section 2; however, to the extent that the liability insurance provided herein to a Director or officer was not waived by such Director or officer and is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms hereof, a Director or officer shall be reimbursed or indemnified only for such excess amounts under Section 1 hereof or other applicable statutory indemnification.

ARTICLE VIII
AMENDMENTS AND DISSOLUTION

Section 1. Amendment

A. Approval. These Bylaws may be amended, altered, changed, added to or repealed by the affirmative vote of two-thirds ($2/3^{rds}$) of the entire Board at any regular or annual meeting or at any special meeting called for that purpose; provided, however, that the dues and assessment provisions of these Bylaws shall not be altered, amended or changed so as to increase the dues and assessments of a

member without the affirmative vote of two-thirds (2/3rds) of the vote of the members, excepts as provided in Article II, Section 2. Any changes to these Bylaws will be communicated to the membership in accordance with the notice provisions contained in Article III, Section 4 and within thirty (30) days of the date after the Board votes on such changes. All proposed changes must be announced to the membership at a regular Board meeting the month prior to any Board vote on such changes so as to allow for comments from the membership.

B. Copies. After adoption, a copy of each amendment to these Bylaws shall be provided to the members via regular mail, electronic transmission, or by posting such amendment to the Association's website; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Subdivisions irrespective of whether such persons actually receive a copy of the amendment.

Section 2. Dissolution.

A. Approval. The Association may be dissolved only with the assent given in writing and signed by the members entitled to cast two-thirds (2/3rds) of the membership vote. Written notice of a proposal to dissolve, setting forth the reasons therefore and the disposition to be made of the assets, shall be mailed to every member at least ninety (90) days in advance of any action taken.

B. Disposition of Assets upon Dissolution. Upon dissolution of the Association, the assets, both real and personal of the Association, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No such disposition of the Association properties shall be effective to divest or diminish any right or title of any member vested in him under the recorded covenants and deeds applicable to the properties unless made in accordance with the provisions of such covenants and deeds.

LAKE COLUMBIA RECORDED RESTRICTIONS

(A copy of each individual Subdivisions Restriction is available at the office.)

1. All lots in this Subdivisions shall be used exclusively for residential purposes. No structure or building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling and private garage. No trailer or temporary structure shall be occupied or stored within the Subdivisions at any time.

2. Garages or car shelters on all lake front lots in this Subdivisions shall be attached to and connecting with or built as a part of the one family dwelling. Any garages or boathouse must conform in appearance to the residence structure on said lot.

3. TYPE, SIZE & CONSTRUCTION:

Any dwelling erected, placed or altered on any lot in the Subdivisions must be approved in writing by the Building Control Committee* prior to start of construction. Such approval will be made upon submission of satisfactory plans, specifications and a grid map showing location of structure on any lot. Any structure must conform to the following minimum standards:

(a) (See square footage table on Page 29 entitled, "Condensed Square Footage Required in Each Subdivisions.) The side that faces the street shall be considered to be the front of any dwelling erected in this Subdivisions.

(b) All construction materials must be new.

(c) All residences must have private inside bathroom facilities.

(d) Fences, walls and hedges, if any, shall be of open, construction not more than five feet in height and shall not extend in front of the front dwelling line. Any fences to extend to front of the front dwelling line must be approved by the Building Control Committee.

(e)All sanitary plumbing shall conform with the minimum requirements of the Health Department of Jackson County and the State of Michigan.

(f)All structures shall be completed on the exterior within six (6) months from start of construction including two (2) coats of paint or varnish on any exterior wood surfaces, and exterior walls must be finished with approved siding materials or if concrete block is to be used as an exterior surface, it must be painted with two (2) coats of masonry paint.

(g)Any reasonable change, modification or addition to the within restrictions shall be considered by the Lake Columbia Development Company, and if so approved, they will then be submitted in writing to the abutting lot owners, and if so consented to in writing, shall be recorded and when recorded shall be binding as the original restrictions.

The Building Control Committee shall consist of three (3) members appointed by the Lake Columbia Development Co. The committee may designate one of its members to act in its behalf. In the event of the resignation or death of any member, the remaining members shall appoint a replacement.

Building Control Committee shall approve plans and specifications for all structures erected in this Subdivisions. The committee may reject any plan because of too great a similarity to nearby existing structures, or because, in the opinion of the committee the building is improperly placed on the lot.

4. Any structure erected must set back not less than 25' from front lot line and not less than 25' from any side street lot line. Side line set back shall not be less than 10'.

5. No for sale sign or advertising device of any kind shall be erected on any lot except on a new house previously unoccupied which is offered by the developer or builder.

6. No dock may be erected without approval of the Building Control Committee.

7. Lake Columbia is designated as a private lake and as such, the right to usage and control remain with the developer or its authorized agent.

8. In order to control the use of Lake Columbia, and thereby benefit all residents of the lands around the lake, the waters of Lake Columbia and the lands normally flowed and covered by the lake at its highest level, shall be owned by Lake Columbia Development Co., its successors and assigns. Lots which abut or border on the waters of the lake shall not include any riparian rights in and to said waters, or to the lands below said waters.

9. EASEMENTS for the installation and maintenance of public utilities or drainage facilities are reserved along and within 6 feet of all side lot lines and 10 feet on all rear lines in this Subdivisions. Such other easements are hereby reserved to enter upon the premises if necessary to construct, operate and maintain any other public improvements, pipes, poles, wires, etc., whether under or above ground.
It is understood and agreed that it shall not be considered a violation of the provisions of the Easement if wires or cables carried by such pole lines pass over some portion of said lots not within the 6 foot strip, as long as such lines do not hinder the construction buildings or any lots in the Subdivisions. In the event a dwelling is erected across a lot line so as to occupy two lots, the side lot easement is released on the side of the two lots which abut.
10. Any tank for the storage of fuel placed or maintained on any lot outside of any building in this Subdivisions shall be located below the surface of the ground; or if placed above ground, such tank must be screened by shrubbery or fencing, such screening to be subject to the approval of the Building Control Committee. Outdoor receptacles for ashes and garbage shall be underground or shall be located at least 50 feet to the rear of the front lot line. No refuse pile or other unsightly or objectionable material or thing shall be allowed or maintained on any lot in this plat.
11. Owners of unoccupied lots shall at all times keep and maintain their property in this Subdivisions in an orderly manner causing weeds and other growth to be seasonably cut and prevent accumulation of rubbish and debris on the premises.
12. No business, trade or enterprise of any kind or nature whatsoever shall be conducted or carried on upon any lot or lots in said Subdivisions, nor shall any animals, birds, fowl or poultry, except common household pets, be kept at any time thereon.
13. Any dwelling and garage on any lot in this Subdivisions which may in whole or in part be destroyed by fire, windstorm or for any other reason, must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness.
14. The Lake Columbia Development Co., shall have the option to repurchase any property offered for sale in the Subdivisions. Any owner contemplating a sale of property in this Subdivisions shall present to the Lake Columbia Development Co., a bona fide purchase agreement executed by his prospective purchaser. The Lake Columbia Development Co. shall have the option for 30 days to purchase subject property for an equivalent price.
15. In order to maintain and improve the Lake Columbia area, commencing April 1,1964, and on April 1st of each year thereafter, the purchaser of each lot (or titleholder, if title has been conveyed) shall pay $40.00 to Lake Columbia Maintenance Company, its designated successors or at least half of such funds to be used in the year of collection for dam and park maintenance, lake level regulation and such other purposes that will maintain or improve the Lake Columbia area. Annual payments shall be a lien on each lot and, if not paid by June 15th of each year, may be denoted by an affidavit recorded with the Register of Deeds, and this lien may be enforced as are real estate mortgages by foreclosure by advertisement or in Circuit Court.
16. These covenants shall run with the land and shall be binding on all parties claiming under them for a period of 20 years and shall be extended for successive periods of ten years unless and prior to the expiration of any such 10 year period, an instrument signed by the owners of record of a majority of lots in the Subdivisions has been recorded changing or modifying said covenants in whole or in part. Invalidation of any one of these covenants by judgment or decree shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

A copy of applicable Subdivisions recorded restrictions are available at the Association Office upon request.

CONDENSED SQUARE FOOTAGE REQUIRED

IN EACH SUBDIVISIONS

		1½ Story or One Story Building	Bi-Level	Tri-Level
		Ground Floor Area	Ground Floor Area	Living Area
Holiday Shores No. 1				
	Lots 1-31	1000	1000	1000
	Others	850	720	850
Holiday Shores No.2				
	Lots 160-213 and Lots 347-365	1200	1200	1200
	Others	1000	1000	1000
Sherwood Shores		850	720	850
Riviera Shores		850	720	850
Southern Shores		720	624	720
Royal Shores		720	624	720
Grand Pointe Shores		720	624	720
Imperial Shores				
	Lots 1-14	1500	1500	1500
	Lots 15-21	1200	1200	1200
Bay View Shores				
	Lots 21-36, 118-121 and Lots 132-136	1000	1000	1000
	Others	850	850	850
Cambridge Shores		850	720	850
Fletcher Shores		850	720	850