

SWISS VILLAGE EAST SUBDIVISION
AMENDED AND RESTATED
RESTRICTIONS AND REGULATIONS

This Amended and Restated Restrictions and Regulations for Swiss Village East Subdivision (the “Amended and Restated Restrictions and Regulations”) is made this ___ day of _____, 2024, by Swiss Village East Property Owners Association, Inc., whose address is P.O. Box 793, Bellaire, Michigan, 49615, (the “Association”).

RECITALS

WHEREAS, Mid-West Resort Properties, Inc., a Michigan corporation, (“Developer”) was the original owner in fee simple absolute of certain real property (“Swiss Village East”) situated in the Townships of Custer and Kearney (the “Townships”), Antrim County, Michigan. The Subdivision is more particularly described as follows:

Plats of Mid-West Resort Properties, Inc.

WHEREAS Developer desired to create a residential community with permanent parks, playgrounds, open spaces, and other common facilities for the benefit of said community; and

WHEREAS Developer desired to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces, and other common facilities; and, to this end, desired to subject the real property described below to covenants, restrictions, easements, charges, and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each Owner thereof; and

WHEREAS Developer created a certain Declaration and Covenant, for the benefit of all Lot Owners in Swiss Village East; and

WHEREAS Developer created the Swiss Village East Restrictions and Regulations dated July 24, 1970, and recorded on October 19, 1970, at Liber 183, Pages 66 through 70, Antrim County Records (the “Original Restrictions and Regulations”), for the benefit of all Lot Owners in Swiss Village East #1 (Lots 1 – 44) and Swiss Village East #3 (Lots 148 – 201); and

WHEREAS Developer created the Swiss Village East #2 Restrictions and Regulations dated June 15, 1971, and recorded on July 19, 1971, at Liber 188, Pages 48 through 520, Antrim County Records (the “Original Restrictions and Regulations”), for the benefit of all Lot Owners in Swiss Village East #2 (Lots 45 – 147); and

WHEREAS Developer created the Swiss Village East #4 Restrictions and Regulations dated October 4, 1972, and recorded on November 19, 1972, at Liber 200, Pages 548 through 552, Antrim County Records (the “Original Restrictions and Regulations”), for the benefit of all Lot Owners in Swiss Village East #4 (Lots 202 – 245); and

WHEREAS Developer deemed it desirable to create Swiss Village East Property Owners Association, Inc. (the “Association”), a legal entity to own, maintain, and administer the Common Properties and facilities, and enforce the covenants and restrictions, collection and disbursement of assessments, and charges created, as stated in a certain Declaration and Covenant referenced above; and

WHEREAS the Association’s Board of Directors proposed certain changes to the terms of the Original Restrictions and Regulations, which are contained herein, and which have been approved by the Lot Owners via a written instrument signed by the Owners of not less than two-thirds ($\frac{2}{3}$) of the Lots in Swiss Village East #1 and Swiss Village East #3, in accordance with Section C, Paragraph 19(B)(3) of the First Amendment to Swiss Village East Restrictions and Regulations; and

WHEREAS the Association’s Board of Directors proposed certain changes to the terms of the Original Restrictions and Regulations, which are contained herein, and which have been approved by the Lot Owners via a written instrument signed by the Owners of not less than two-thirds ($\frac{2}{3}$) of the Lots in Swiss Village East #2, in accordance with Section C, Paragraph 18(B)(3) of the First Amendment to Swiss Village East #2 Restrictions and Regulations; and

WHEREAS the Association’s Board of Directors proposed certain changes to the terms of the Original Restrictions and Regulations, which are contained herein, and which have been approved by the Lot Owners via a written instrument signed by the Owners of not less than two-thirds ($\frac{2}{3}$) of the Lots in Swiss Village East #4, in accordance with Section E(4)(c) of the First Amendment to Swiss Village East #4 Restrictions and Regulations; and

WHEREAS the written instrument signed by the Lot Owners which indicates the approval of not less than two-thirds ($\frac{2}{3}$) of the Lots in Swiss Village East #1 and Swiss Village East #3, the approval of not less than two-thirds ($\frac{2}{3}$) of the Lots in Swiss Village East #2, and the approval of not less than two-thirds ($\frac{2}{3}$) of the Lots in Swiss Village East #4 to the amendments contained in this Amended and Restated Restrictions and Regulations are the signed, written consents attached hereto as Exhibits A-1 through A-____, which are hereby incorporated by reference into this Swiss Village East Subdivision Amended and Restated Restrictions and Regulations; and

NOW, THEREFORE, the Association hereby re-declares and affirms that the real property described above is, and any parcels and/or lots into which the Property may be divided

is, and shall be, held, transferred, sold, conveyed, leased, used, and occupied subject to the conditions, covenants, restrictions, easements, reservations, grants, charges, and liens, hereinafter set forth, together with the agreements which comprise the general improvement plan, and such other conditions, covenants, restrictions, reservations, and grants which are hereafter recorded with respect to the Property, all of which conditions, covenants, restrictions, reservations, and grants are for the benefit of all Owners and Occupants, and which shall run with and bind the Property and all parties having any right, title, or interest in the Property or any part thereof, or improvements thereon, as well as their heirs, personal representatives, successors, and assigns.

This Amended and Restated Restrictions and Regulations amends and restates in its entirety the Original Declaration and Covenants, and Original Restrictions and Regulations for the entire Subdivision (Swiss Village East #1, Swiss Village East #2, Swiss Village East #3, and Swiss Village East #4):

ARTICLE I **DEFINITIONS**

As used in this Amended and Restated Restrictions and Regulations with initial capital letters, the following terms shall have the meaning ascribed thereto:

Section 1. Act. The “Act” means the Michigan Nonprofit Corporation Act, Public Act 162 of 1982, as amended, MCL 450.2101 et seq.

Section 2. Articles. “Articles” mean the Articles of Incorporation of the Association filed with the Michigan Department of Licensing and Regulatory Affairs, as the same may be amended.

Section 3. Association or Corporation. “Association” means Swiss Village East Property Owners Association, Inc., a Michigan nonprofit corporation, of which all Lot Owners of the Subdivision (defined below) shall be Members. “Corporation”, when used herein in specific reference to the Association, shall be synonymous with the term “Association.” The Association shall administer, operate, manage, and maintain the Subdivision in accordance with the Amended and Restated Restrictions and Regulations and other Governing Documents (defined below). Any action required of or permitted by the Association shall be exercisable exclusively by its Board of Directors unless specifically reserved to its Members by the Governing Documents or the laws of the State of Michigan.

Section 4. Ballot. “Ballot” means an instrument in writing or electronic form that is designed to record the vote or votes of Members under Section 408 (MCL 450.2408) or Section 409 (MCL 450.2409) of the Michigan Nonprofit Corporation Act, or at a vote conducted at a meeting of the Members.

Section 5. Board of Directors or Board. “Board of Directors” or “Board” means the Board of Directors of Swiss Village East Property Owners Association, Inc.

Section 6. Bylaws. These Amended and Restated Restrictions and Regulations shall also constitute the Bylaws of the Association as provided under the Michigan Nonprofit Corporation Act.

Section 7. Committee. “Committee” means the Architectural Committee established under the provisions of this Amended and Restated Restrictions and Regulations or the Association, as the context may require.

Section 8. Common Properties. “Common Properties” mean those areas of land shown on the recorded plat of the Subdivision (including the improvements thereto) owned by the Association and intended to be devoted to the common use and enjoyment of the Owners and Occupants, including those areas designated as “Private Parks” on the recorded Plat of the Subdivision, if any, or as otherwise referenced in this Amended and Restated Restrictions and Regulations, together with any and all improvements now or hereafter located thereon.

Section 9. Declarant. “Declarant” means Mid-West Resort Properties, Inc., a Michigan Corporation, and any successor thereto, or any Person to whom or which it may expressly assign any one or more of its rights, or delegate any of its authority hereunder, in each case by means of an appropriate document recorded with the Antrim County Register of Deeds and, in each case, as the context may require.

Section 10. Default or Owner Fault. “Default” or “Owner Fault” means any action or any refusal or failure to act, including, without limitation, intentional acts, negligence, gross negligence, misuse, omissions, neglect, misfeasance, or malfeasance, which renders an Owner, Tenant, or Non-Owner Occupant in default of, in noncompliance with, or in breach of the Association’s Governing Documents.

Section 11. Dwelling. “Dwelling” means the single-family residence constructed on a Lot within the Subdivision, and all structures and improvements relating thereto.

Section 12. Electronic Transmission or Electronically Transmitted. “Electronic Transmission” or “electronically transmitted” means any form of communication that meets all the following requirements:

- A. It does not directly involve the physical transmission of paper;
- B. It creates a record that may be retained and retrieved by the recipient; and
- C. It may be directly reproduced in paper form by the recipient through an automated process.

Electronically transmitted communication shall be considered written communication.

Section 13. Entrance Way, Landscaping, and Perimeter Improvements. “Entrance Way, Landscaping and Perimeter Improvements” means any entrance way monuments, signs, landscaping, and related improvements, as well as any perimeter landscaping or fencing located within the Common Properties.

Section 14. Good Standing. An Owner in “Good Standing” means an Owner whose payment or performance obligations to the Association, as determined by the Board of Directors, are not in arrears, and who is not otherwise in default of any provisions of the Association’s Governing Documents. An Owner must be in “Good Standing” in order to be entitled to vote under the Act and the Governing Documents.

Section 15. Governing Documents. The Association’s “Governing Documents” mean and include this Amended and Restated Restrictions and Regulations, the Association’s Restated Articles of Incorporation, as well as any rules or regulations duly adopted in accordance with the Restrictions and Regulations, as all of said Documents might be amended from time to time.

Section 16. Improvement. “Improvement” means every building of any kind, garage, shed, gazebo, fence, or other structure or recreational facility which may be erected or placed on any Lot, including, without limitation, any driveway, parking area, landscaping, planted material, sign, statue, exterior ornament, drainage system, and utility connection thereon or therein.

Section 17. Lot. “Lot” means any numbered parcel of land shown as such on the original recorded Plat of the Subdivision and used for the construction and occupancy thereon of a detached single-family residential Dwelling and related improvements, in accordance herewith, and such reference may include such Dwelling and related improvements, as the context may require. Lot shall not include Common Properties as defined herein.

Section 18. Member. “Member” means a member of Swiss Village East Property Owners Association, Inc. Each Owner of a Lot in the Subdivision (Swiss Village East #1, Swiss Village East #2, Swiss Village East #3, and Swiss Village East #4) shall be a Member of the Association, and no other person or entity shall be entitled to membership.

Section 19. Mortgagee. “Mortgagee” means the named mortgagee or owner of any mortgage on all or any portion of the Subdivision or any Lot.

Section 20. Non-Owner Occupant or Occupant. “Non-Owner Occupant” or “Occupant” means any person or entity which holds a possessory right or interest, or otherwise resides in or occupies a Dwelling on any Lot for any period, and by any means whatsoever, whether by Lease or occupancy agreement, or whether rent or any other consideration is paid to the Owner, who is not an Owner of the Lot. Any relationship between the Non-Owner Occupant and the Owner (by blood, marriage, or otherwise) is irrelevant. Unless otherwise specifically provided in the Governing Documents, the term, “Non-Owner Occupant” is inclusive of the terms “Tenant” and “Renter.”

Section 21. Owner or Lot Owner. “Owner” or “Lot Owner” means a person, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof, who or which owns record fee simple title to any Lot in the Subdivision (Swiss Village East #1, Swiss Village East #2, Swiss Village East #3, and Swiss Village East #4), regardless of whether the Lot is owned by one or more persons or entities. Both land contract vendees and land contract vendors

shall be considered “Owners,” and shall be jointly and severally liable for all obligations and responsibilities of Owners under the Governing Documents and the Act. The term “Owner” shall not include any mortgagee or any other person or entity having an interest in a Lot merely as security for the performance of an obligation, unless and until such mortgagee or other person or entity acquires fee simple title to such Lot by foreclosure or other proceeding or conveyance in lieu of foreclosure. Where more than one Person has an interest in the fee simple title to any Lot, the interests of all Persons collectively shall be that of a single Owner for purposes of voting on all matters involving the Association (on a one vote per Lot basis), subject to the terms and provisions of the Restrictions and Regulations.

Section 22. Permittee. “Permittee” means the visitors, invitees, and guests of each Owner and Occupant, together with police and fire department, school district, and other local governmental employees, and United States Postal Services personnel, tradesmen, suppliers, and contractors performing services within the Subdivision, or making deliveries to any Lot.

Section 23. Person. “Person” means any corporation, partnership, trust, association, or natural person, or combination thereof, as the context may require.

Section 24. Proper Purpose. “Proper purpose” means a purpose that is reasonably related to a Person’s interest as a Member of the Association, as that term is further defined in the common law of Michigan and the Act.

Section 25. Property. “Property” means the existing properties and additions thereto, as are subject to the Restrictions and Regulations.

Section 26. Restrictions and Regulations. “Restrictions and Regulations” means the Restrictions and Regulations regarding the Lots, as recorded in the Antrim County Register of Deeds, State of Michigan, as it may be amended from time to time, including this Amended and Restated Restrictions and Regulations.

Section 27. Right to Inspect. “Right to inspect” includes the right to copy and make extracts from the records of the Association and, if reasonable, the right to require the Association to supply copies made by photographic, xerographic, or other means as permitted by the Michigan Nonprofit Corporation Act, or as provided for in the Governing Documents. To cover the costs of labor and material, the Association may require a Member to pay a reasonable charge for copies of the documents provided to the Member.

Section 28. Roadway. “Roadway” means any one or more, or all, of the improvements now or hereafter installed or located within any easement area in the Subdivision occupied by a roadway, including, without limitation (a) the Wearing Surface; (b) the Landscaped Areas; (c) the Entrance Monuments; (d) the Signs; (e) the Common Utility Systems; and (f) replacements of any of the foregoing, or of parts thereof, as the context may require. The Roadway has been dedicated to the public pursuant to the Consent Judgment entered on June 19, 2017 by the 13th District Court for the County of Antrim, Case No. 16-9031-CZ, and shall be maintained by Antrim County.

Section 29. Subdivision. “Subdivision” means the four single-family residential subdivisions (Swiss Village East #1, Swiss Village East #2, Swiss Village East #3, and Swiss Village East #4) collectively known as Swiss Village East Property Owners Subdivision, pursuant to the Plat recorded thereof.

Section 30. Tenant. “Tenant” means any Non-Owner Occupant that holds a possessory right or interest, or otherwise resides in or occupies a Dwelling on any Lot for any period, and by any means whatsoever, whether by Lease or occupancy agreement, whether rent or any other consideration is paid to the Owner, who is not an Owner of the Lot. The terms “Tenant” and “Renter” shall be synonymous with “Non-Owner Occupant” and may be used interchangeably throughout the Governing Documents.

Section 31. Townships. “Townships” means the Charter Township of Custer, Antrim County, Michigan, a Michigan municipal corporation and the Charter Township of Kearney, Antrim County, Michigan, a Michigan municipal corporation.

Section 32. Volunteer. “Volunteer” means an individual who performs services for the Association, other than services as a volunteer Director, and who does not receive compensation or any other type of consideration for the services, other than reimbursement for reasonable expenses actually incurred.

ARTICLE II
PROPERTY SUBJECT TO THIS AMENDED AND RESTATED
RESTRICTIONS AND REGULATIONS

Section 1. Legal Description of Property. The Property which is subject to and which shall be held, transferred, sold, conveyed, and occupied pursuant to these Amended and Restated Restrictions and Regulations is more particularly described as Plats of Mid-West Resort Properties, Inc.

Section 2. Title to Common Properties and Roadway. Declarant conveyed the Common Properties and Roadway to the Association, free and clear of all liens and encumbrances.

ARTICLE III
PROPERTY RIGHTS IN THE COMMON PROPERTIES AND ROADWAY

Section 1. Owners’ Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Properties and the Roadway, and such easements shall be appurtenant to and shall pass with the title to every Lot, whether specifically set forth in the deed or other conveyance to such Lot, subject to the following provisions and limitations identified in Section 2 below:

- A. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Properties;

- B. The right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner for any period during which any Assessment against their Lot remains unpaid and while any violation of the Governing Documents remains uncorrected;
- C. The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by the Owners of more than fifty (50%) percent of all Lots in the Subdivision has been recorded, and provided further, that no such dedication or transfer or determination as to the conditions thereof shall be effective unless the prior consent thereto of Custer Township or Kearney Township by and through its Township Board of Trustees shall have first been obtained; and
- D. Easements shown on the recorded plat of the Subdivision.

Section 2. Limitations of Easements. The rights and easements of enjoyment of the Owner in and to the Common Properties and Roadway are, and shall be, subject to the following:

- A. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Properties;
- B. The right of the Association to suspend the voting and enjoyment rights of any Owner for any period during which any Assessment against such Owner's Lot remains delinquent and unpaid and while any violation of the Governing Documents remains uncorrected;
- C. The right of the Association to grant easements affecting the Common Properties or Roadway, to government agencies and others, for utilities of any kind serving the Subdivision, or any part thereof;
- D. The right of the Association to dedicate or transfer all or part of the Common Properties, to any public agency or authority for such purposes, and subject to such conditions as may have been agreed upon by the Owners; provided that no such dedication or transfer, or determination as to the condition thereof, shall be effective unless an instrument signed by more than fifty (50%) percent of the Owners shall have been recorded, agreeing to such dedication or transfer, and as to the conditions thereof; and, provided further, that no such dedication or transfer or determination as to the conditions thereof, shall be effective unless the prior consent thereto of Custer Township or Kearney Township, acting by and through its Board of Trustees, shall have first been obtained; and
- E. The right of the Association to levy Assessments upon the Lots, as set forth in Article IX.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with this Amended and Restated Restrictions and Regulations, their right of enjoyment in and to the Common Properties and Roadway to the members of their family, Tenants, Non-Owner Occupants, or purchasers who reside on the property.

Section 4. Additional Easements. The Association reserves the right to grant additional easements affecting the Common Properties or Roadway, to government agencies, and others, for utilities of any kind serving the Subdivision or any part thereof, without the consent of any Owners.

Section 5. Uniform Application. These Amended and Restated Restrictions and Regulations apply uniformly to each Lot. Every Owner of a Lot shall be a Member of the Association. Membership in the Association by each Owner is a mandatory condition of Lot ownership, and is appurtenant to, and may not be separate from, ownership of any Lot. Each Owner has equal rights in the Common Properties and Roadway.

ARTICLE IV **PROPERTY OWNERS’ ASSOCIATION**

Section 1. Creation. The Subdivision (Swiss Village East #1, Swiss Village East #2, Swiss Village East #3, and Swiss Village East #4) is and shall be managed by Swiss Village East Property Owners Association, Inc., a Michigan nonprofit corporation created in accordance with the Act. The Association and its Members shall have those rights and obligations which are set forth in this Amended and Restated Restrictions and Regulations and in the Articles of Incorporation of the Association, as amended.

Section 2. Purposes. The Association has been organized for the following purposes:

A. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration and Covenant of Swiss Village East (the “Declaration”); Swiss Village East Restrictions and Regulations, dated July 24, 1970, and recorded October 19, 1970, in Liber 183, Pages 66 through 70, Antrim County Records; Swiss Village East #2 Restrictions and Regulations, dated June 16, 1971, and recorded July 19, 1971, in Liber 188, Pages 48 through 52, Antrim County Records; Swiss Village East #4 Restrictions and Regulations, dated October 4, 1972, and recorded November 13, 1972, in Liber 200, Pages 548 through 552, Antrim County Records (the “Restrictions and Regulations”), as said Declaration and Restrictions and Regulations may be amended from time to time, which shall be binding upon, and shall inure to the benefit of, each Lot within Swiss Village East Subdivision #1, Swiss Village East Subdivision #2, Swiss Village East Subdivision #3, and Swiss Village East Subdivision #4, each owner of a Lot within Swiss Village East Subdivision #1, Swiss Village East Subdivision #2, Swiss Village East Subdivision #3, and Swiss Village East Subdivision #4 (the “Owners”), the Association, and the successors and/or assigns of each Owner, and the Association;

B. To manage and administer the affairs of and to maintain and preserve, pursuant to and in accordance with the Declaration, Swiss Village East Subdivision #1, single family residential Lots 1 through 44; Swiss Village East Subdivision #2, single family residential Lots 45 through 147; Swiss Village East Subdivision #3, single family residential Lots 148 through 201; and Swiss Village East Subdivision #4, single family residential Lots 202 through 245, inclusive (the “Subdivision”);

C. To own, acquire, build, operate, and maintain recreation parks, playgrounds,

commons, streets, footways, including buildings, structures, personal properties incident thereto, hereinafter referred to as “the common properties and facilities” for the benefit of the community;

D. To maintain unkempt lands or trees within the Subdivision;

E. To supplement municipal services within the Subdivision;

F. To levy, collect, and enforce payment by any lawful means, all charges and annual assessments from each Owner (the “Annual Assessments”), pursuant to an annual budget (the “Budget”) adopted by the Board of Directors of the Association (the “Board”), for the purpose of (1) operating, maintaining, improving, repairing, and replacing the common properties and facilities in the community (either directly or through a management agent or maintenance contractor engaged by the Association and (2) performing the other functions and duties assigned and/or delegate to the Association under, and in accordance with, the terms and provisions of the Declaration and Restrictions and Regulations, as they may be amended;

G. To levy, collect, and enforce payment by any lawful means, all special assessments from each Owner (the “Special Assessments”), as and when required for the maintenance of the common properties and facilities in the community, pursuant to the terms of the Declaration and Restrictions and Regulations;

H. To pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all costs and reasonable attorney’s fees and licenses, taxes, or governmental charges levied or imposed against the property of the Association

I. To borrow money, and with the assent of those Owners who represent at least sixty (60%) percent of all the Lots within the Subdivision, mortgage, pledge, deed in trust, or hypothecate any or all its real or personal property as security for money borrowed or debts incurred;

J. To dedicate, sell, or transfer all or any part of the common properties and facilities in the community to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners and approved by the Custer Township Board of Trustees and/or Kearney Township Board of Trustees. No such dedication or transfer shall be effective unless an instrument has been signed by Owners representing at least fifty (50%) percent of all Lots within the Subdivision, agreeing to such dedication, sale, or transfer;

K. To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes and/or annex additional residential property and common properties and facilities;

L. To have and to exercise any and all powers, rights, and privileges which a corporation organized under the Nonprofit Corporation Act of the State of Michigan by law may now or hereafter have or exercise;

M. To administer and operate the Association in such a manner as required by all

applicable local, state, and federal laws, including, without limitation, the National Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended), and the Michigan Civil Rights Act;

- N. To carry insurance and to collect and allocate the proceeds thereof;
- O. To repair and rebuild improvements owned by the Association, after casualty;
- P. To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance, and administration of the Subdivision and the Corporation;
- Q. To make and enforce reasonable regulations concerning the use and enjoyment of the common properties and facilities and Lots in the Subdivision;
- R. To acquire (by gift, purchase, or otherwise), own, maintain, build upon, operate, and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) and to dedicate to public use or to otherwise dispose of any real and personal property, including, without limitation, any Lot in the Subdivision, for any purpose providing a benefit to the Members of the Corporation and in furtherance of any of the purposes of the Corporation;
- S. To enforce the provisions of the Declaration, the Amended and Restated Restrictions and Regulations, the Restated Articles of Incorporation, and such other Rules and Regulations of the Association as may hereinafter be adopted and amended by the Board of Directors;
- T. To do anything required of or permitted to it as administrator of said Association by the Declaration, as amended;
- U. To sue in all courts and to defend against any actions or suits brought against the Corporation or its Directors, Officers, or volunteers by any Member of the Corporation or by any third party, and to participate in all actions and proceedings whether judicial, administrative, arbitral, or otherwise; and
- V. 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 Association and to the accomplishment of any of the purposes thereof.

Section 3. Functions. The principal functions of the Association are (i) the enforcement of the terms and provisions of this Amended and Restated Restrictions and Regulations; (ii) the collection and disbursement of Assessments; (iii) the establishment of reasonable rules and regulations for the use of the Common Properties and Roadway; (iv) the maintenance of the Common Properties; and (v) the promotion of the interests of the Owners.

As used in this Amended and Restated Restrictions and Regulations and the Articles of Incorporation of the Association, the term “maintenance of the Common Properties” shall include, without limitation, the following:

A. The operation and maintenance of the Common Properties, including, without limitation, the landscaping, Common Properties, including, without limitation (1) the cutting of grass, weeds, and other growing material; (2) the removal of trash, paper, and debris; and (3) the control of undesirable insects and animals;

B. The improvement of the landscaping within the Common Properties, including, without limitation, the installation of sod, and the planting of trees, flowers, shrubs, and other materials;

C. The installation, maintenance, repair, and replacement of Lot mailboxes, including posts, within the Subdivision;

D. The installation, maintenance, repair, and replacement of entranceway monuments and signs within easements granted for such entranceway monuments and signs;

E. The installation of additional facilities and improvements within the Common Properties;

F. The payment of all real estate taxes, special assessments, and other charges upon the Common Properties and Roadway imposed or levied by any appropriate governmental authority;

G. The payment of insurance expenses regarding the Common Properties and the Association; and

H. Every other act necessary to protect and preserve the Common Properties for their intended purposes.

Section 4. Membership and Transfer of Assets. Every Owner of a Lot in the Subdivision shall be a Member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot. Every Lot Owner shall become a Member commencing on the date on which said Owner is conveyed fee simple title to said Lot or, if applicable, the date on which a land contract vendee signs a land contract to purchase said Lot. Both land contract vendees and land contract vendors shall be considered Owners and shall be jointly and severally liable for all obligations and responsibilities of Owners under the Governing Documents. Notwithstanding the foregoing, the termination of any Person's interest in any Lot, and the consequent termination of such Person's membership in the Association shall not be deemed to relieve such Person from the debt or obligation attributable to such Lot which accrued or arose during the period in which such Person was an Owner of a Lot.

The share of any Owner in the assets of the Association cannot be separately assigned, pledged, or transferred in any manner, except automatically to a subsequent Owner of such Owner's Lot. No Owner shall have the right to the distribution or return of any assets of the

Association, except with respect to any overpayment by such Owner of any Assessment levied by the Association.

Section 5. Articles, Restrictions and Regulations, and Bylaws. The Association shall be organized, governed, and operated in accordance with its Articles of Incorporation and these Amended and Restated Restrictions and Regulations, as amended. The provisions of the Articles shall be consistent with the provisions and purposes of these Amended and Restated Restrictions and Regulations. These Amended and Restated Restrictions and Regulations shall also constitute the “Bylaws” for the Association.

Section 6. Directors. The right to manage the affairs of the Association shall be exclusively vested in the Association’s Board of Directors. The eligibility requirements, election of, voting rights, powers, duties, and other relevant provisions regarding Directors and the operations of the Board are set forth in Article IX of this Amended and Restated Restrictions and Regulations.

Section 7. Principal Office. The principal office of Association shall be located as the Board of Directors may determine or as the affairs of the Association may require.

Section 8. Notice. Notices provided for in the Governing Documents shall be in writing addressed to the Association at its registered office in the State of Michigan. The Association may designate a different address by giving written notice of change of address. Notices to any Owner shall be in writing to the address on the Designated Voting Representative Form on file with the Association, or if in default thereof, to the Unit address or the address in the instrument establishing title. Any Owner may designate a different address by filing a new Designated Voting Representative form.

ARTICLE V **COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the creation, healthy, safety, and welfare of the residents in the Subdivision and in particular, for the amortization of improvement and maintenance of the Properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties, Roadway, and the Dwellings within the Subdivision, including, without limitation, the payment of taxes and insurance thereof, and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

Section 2. Personal Obligation of Assessments and Creation of Lien. Each Owner of a Lot in the Subdivision, by acceptance of a deed, land contract, or other conveyance thereto, whether it shall be so expressed in such deed, land contract, or other conveyance, is deemed to covenant, and agree to pay to the Association, Annual Assessments and Special Assessments (the “Assessments”), and other charges, established and to be collected as hereinafter provided. Such Assessments, together with interest thereon, administrative fees, and the costs of collection thereof,

including reasonable attorney's fees, shall be a charge and continuing lien on the Lot against which each Assessment is made.

Each Assessment, together with interest thereon, administrative fees, and the costs of collection thereof, including reasonable attorneys' fees, shall constitute a joint and several personal obligations of the Owner or Owners of the Lot on the date the Assessment was established. The personal obligation of any Owner for any delinquent Assessment shall not pass to any successor in title of such Owner unless expressly assumed by such successor. Subject to the provisions of Section 9 of this Article V, sale or transfer of any Lot shall not affect the lien for any unpaid Assessments regarding such Lot.

Section 3. Uniform Rate of Assessments. Assessments levied by the Board of Directors shall be set at a uniform rate for each Lot originally defined. If Lots are combined, the Owner shall be responsible for assessments levied on each Lot originally defined prior to the combination. The Assessments may be collected on an annual basis, or in such installments as the Board shall deem appropriate.

Section 4. Annual Assessments. The Board of Directors shall levy against each Lot in the Subdivision an Annual Assessment, based upon the projected costs, expenses, and obligations of the Association for the ensuing fiscal year.

A. Notice of Annual Assessment Amount. Within thirty (30) days following the beginning of each fiscal year of the Association, the Board of Directors shall send a written notice of Assessment to each Owner stating the amount of the Annual Assessment established by the Board for the ensuing year. Failure by the Association to send written notice to any Owner shall not permit such Owner to avoid payment of such Assessment, provided that the notice of Assessment is eventually sent to the Owner. Such written notice may be delivered by electronic transmission, as defined in Article I, Section 13, to the person entitled to receive the notice pursuant to Article IV, Section 3, in a manner authorized by the person. An Owner will be deemed to have consented to the use of email upon providing the Association with a valid email address.

B. Increases in Annual Assessment Amount. If the Board of Directors approves an increase in the Annual Assessment amount, it shall provide at least thirty (30) days prior written notice to the Owners before the due date of the increased Annual Assessment amount. The Annual Assessment may not be increased more than ten (10%) percent above the Annual Assessment amount for the prior year without the approval of at least fifty (50%) percent of all Lots in the Subdivision with Owners in Good Standing. Such approval may be cast in person, or by proxy, at a meeting duly called for that purpose, pursuant to Section 6 of this Article V.

Section 5. Special Assessments Without Owner Approval Required. In addition to the Annual Assessment, the Board of Directors may, in its sole discretion, levy against each Owner, in any fiscal year, a Special Assessment without the requirement of Owner approval, applicable to that year only, if the Board determines at any time and in its sole discretion that the Annual Assessment is or may prove to be insufficient:

- A. To pay the costs, expenses, and obligations of operation and management of the Association, the Subdivision, and the Common Properties;
- B. To provide for maintenance, repair, or replacement of existing Common Properties; or
- C. In the event of emergencies.

However, anything hereinabove or elsewhere herein to the contrary notwithstanding, in any instance where the Township of Custer or the Township of Kearney expends funds in the course of a maintenance service for the benefit of the Subdivision, the Association shall prorate and access the cost thereof equally against all Owners without the necessity of obtaining the vote or any other prior approval of the membership, and make full reimbursement to the Township within the year following the billing of the Association for such expense.

Section 6. Special Assessments with Owner Approval Required. In addition to the Annual Assessment and Special Assessments without Owner approval required as identified above, the Board of Directors may levy against each Owner, in any fiscal year, a Special Assessment for the construction of a capital improvement upon any of the Common Properties, including the necessary fixtures and personal property related thereto. The Board shall obtain the approval of at least fifty (50%) percent of all Lots in the Subdivision with Owners in Good Standing for such Special Assessment. An affirmative vote for the Special Assessment may be cast in person, by proxy, or by written ballot at a meeting of the Owners duly called for that purpose, pursuant to Section 6 of this Article V.

Section 7. Meeting for an Increase in Annual Assessment Amount or Special Assessment with Owner Approval Required. A meeting of the Members shall be called and conducted by the Board of Directors to review and discuss a proposed increase in Annual Assessment amount (more than ten (10%) percent above the Annual Assessment amount for the prior year) or Special Assessment with Owner approval required.

A. Notice. Written notice of any meeting called for the purpose of taking any action authorized under Section 4(B) or Section 6 above shall be sent to all Owners not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting.

B. Quorum. The presence in person or by proxy or written ballot of the Owners representing twenty-five (25%) percent of all Lots in the Subdivision in Good Standing shall constitute a quorum at the first such meeting. The written absentee ballot of any person furnished at or prior to the meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum. The Board of Directors, in its discretion, may permit an Owner who is attending a meeting by means of remote communication to count towards quorum for that meeting.

If the required quorum is not present, then another membership meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be lowered to fifteen (15%) percent of all Lots in the Subdivision in Good Standing. The subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

C. **Voting.** The vote required under Section 4 on the Assessment in question may, but need not, take place at the same meeting of the membership that was called to review and discuss the proposed Special Assessment. If the vote takes place at the same meeting, voting at the meeting may be conducted in person, by proxy, or by written ballot. The vote of the Owners may also be conducted by written ballot or written consent after the meeting has been conducted as required by the previous paragraph, in accordance with the applicable provisions of the Act which permit the approval of actions by written ballot and/or written consent without meetings, as the Act might be amended from time to time.

Section 8. Payment of Assessments. The Annual Assessment shall become due and payable on the first day of April of each year. Due dates for any Special Assessments shall be as established by the Board of Directors in its discretion.

A. **Penalties for Assessments in Default.** Any Assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear interest from the due date at the rate of seven (7%) percent per annum, until it is paid in full. The Association shall also impose a late charge equal to twenty (20%) percent of the amount of the delinquent Assessment. In the event the Board of Directors establishes a new late charge amount, it shall give written notice to all Owners thirty (30) days before the new late charge rate shall become applicable. Such late charge shall not be deemed to be a penalty or interest upon the funds due to the Association but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of Assessments. The Association may pursue collection of Assessments, and other amounts due, in accordance with all of its remedies as stated in this Article V and Article XVI of this Amended and Restated Restrictions and Regulations, and as otherwise permitted or allowed by law.

All payments made on a delinquent account shall be applied in the following order of priority: first, fees for non-sufficient funds; second, attorney fees and costs; third, late charges and interest; fourth, fines; fifth, Special Assessments; and sixth, to any unpaid Annual Assessments due and owing.

B. **Remedies of the Association for Nonpayment of Assessments.** Pursuant to this Article V and Article XVI of this Amended and Restated Restrictions and Regulations, the Association may bring an action at law against the Owner personally obligated to pay Assessments due and owing to the Association or foreclose the lien against the Lot. The cost of preparing and filing the complaint in such action, or in connection with such foreclosure, shall be added to the amount of delinquent Assessments. In the event a judgment is obtained, such judgment shall include interest on the delinquent Assessments, as above provided, and reasonable attorney fees as determined by the court, together with the costs of the action. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Properties, or by the abandonment of their Lot.

Section 9. Written Statement with Respect to Assessments Prior to Sale or Transfer of Lot. Upon the written request of any Owner, the Association shall furnish, within a

reasonable time and for a reasonable charge at the discretion of the Board of Directors, a written statement regarding the status of payment of any Assessments levied against the Owner's Lot, violation notices, and any other obligations or information the Board of Directors deems appropriate. Any such statement, when properly issued by the Association, shall be conclusive and binding regarding the status of the Assessments as between the Association and any bona fide purchaser of the Lot described in the statement and the lender who has taken a lien on the Lot as security for the repayment of a loan. The Owner expressly consents to and agrees to the furnishing and disclosing of such information.

Section 10. Exempt Property. All Common Properties and all other property exempt from taxation by state or local governments and dedicated for public use shall be exempt from the Assessments, charges, and lien created herein.

Section 11. Subordination of the Lien to Mortgages. The Association's lien for Assessments provided for in this Article V shall be subordinate to the lien of any mortgage or mortgages held by any bank, savings and loan association, insurance company, mortgage company, or other similar institution existing of record at the time the lien for Assessments is imposed. Such subordination shall apply only to Assessments which have become due and payable prior to sale or transfer of such Lot pursuant to foreclosure of the mortgage or prior to any other proceeding or conveyance in lieu of foreclosure.

Sale or transfer of a Lot, or any portion thereof, shall not affect the Assessment lien held by the Association. The sale or transfer of any Lot in connection with a mortgage foreclosure proceeding, or any proceeding in lieu of foreclosure of a prior recorded mortgage shall, however, extinguish the lien of the Assessment, interest, and charges which became due prior to such sale or transfer. In no such event shall the prior Owner of the Lot be relieved of any personal liability for such obligations and debts. The sale, transfer, or conveyance shall not relieve such Lot from liability for any Assessment thereafter coming due, or from the lien of any such subsequent Assessment.

ARTICLE VI **WATER AND SEWER SERVICE**

Section 1. Water and Sewage. Subject to Section 4 below, all Dwellings within the Subdivision must be served by a water supply system and a water-carried sewage disposal system, constructed in compliance with the Antrim County Sanitary Code, and the Michigan Department of Health Regulations prior to occupancy. No sewage disposal system shall be placed nearer than 100 feet from any waterway, or nearer than 10 feet to any boundary line. No sewage disposal system shall be nearer than 50 feet to any subsoil drainage system that empties directly into any waterway.

Section 2. Water Service Availability Charge. All Lot Owners, their heirs, administrators, executors, grantees, successors, assigns, lessees, and/or licensees agree to pay, to a privately owned water utility duty authorized by the Michigan Public Service Commission in accordance with the laws of the State of Michigan devoted to public use, to operate a waterworks

system for the use and benefit of the Subdivision and the Common Properties, a minimum monthly availability charge for water and water service commencing upon the availability of water in a main in front of the Owner’s Lot and continuing thereafter so long as water is available for use, whether tap or connection is made to a system main and whether said Owner actually uses or takes water. The amount of said availability charge and other matters shall be as provided in Tariffs or Rate Schedules and Regulations and Conditions of service published and filed by said utility with the Michigan Public Service Commission, in accordance with passed to file or formally approved by said Commission as the then effective Rate Schedule or Tariff of said Public Utility. Provided, however, that such utility, with the approval of the Michigan Public Service Commission, shall have the right to install meters for service to each Lot and to charge for water service in accordance with rates filed and approved by such Commission.

Section 3. Tap Fee. Upon written request in accordance with said Regulations and Conditions of Service, and payment to said public utility of an amount approved by said Michigan Public Service Commission, or its successor, a tap to a system main and connection to the Lot line will be installed. The amount of said availability charge and other charges, including charges in the structure of said charge or rate from an availability charge to another type of rate or rate of structure for water, are subject to change by order of the Michigan Public Service Commission in accordance with then existing law. Unpaid charges shall become a lien upon the Lot or Lots served on the date they became due.

Section 4. Special Assessment District. At some future date, each Lot within Swiss Village East #4 may be made part of a special assessment district created by the Kearney Township Board, and at the option or discretion of the Kearney Township Board or the Director of the Michigan Department of Public Health, without further authorization from the Lot Owners within Swiss Village East #4, the Township Board of Kearney Township may cause each of the 44 Lots within Swiss Village East #4 to be subjected to assessment for the purpose of extending sewer or water facilities into all or a portion of Swiss Village East #4. At the option of the Health Department, no more than eleven (11) septic tank permits will be issued prior to the extension of sewer or water service to Swiss Village East #4. Lot Owners shall discontinue septic tank or well use and tap into the sewer or water system when it is ready for use.

ARTICLE VII **ARCHITECTURAL REVIEW**

Section 1. Architectural Committee. The Architectural Committee shall be composed of three (3) or more people, appointed by the Board of Directors, who shall be Owners. Each member of the Architectural Committee shall serve until they resign or are removed and replaced by a subsequent appointment by the Board. Members of the Architectural Committee shall not have any liability whatsoever to any person in connection with the approval or disapproval of, or failure to review, any plans or specifications regarding any improvement.

No building, fence, or other improvement shall be erected, placed, installed, constructed, reconstructed, or maintained on any Lot, nor shall any exterior addition to, or change in, or alteration of the exterior appearance of any improvement, be made until a complete set of building

plans and specifications showing the nature, kind, size, shape, height, colors, materials, topography, and location of each improvement on the Lot shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee. The building plans and specifications must also include the exterior appearance and color scheme of the project when completed and all applicable Health Department and Building Department permits.

The Architectural Committee expressly reserves the right to suggest revisions or to prohibit any plan submitted because of lack of harmony of external design with the existing structures, or because of too great a similarity to other nearby existing structures. No square box, modular homes, or kit housing will be allowed. All dwellings must have some characteristic or style to distinguish them from other dwellings.

Section 2. Preliminary Approval. Preliminary plans and specifications must first be submitted to the Architectural Committee for preliminary approval.

Section 3. Final Approval. Plans and specifications for final approval by the Architectural Committee shall include the following:

- A. A topographic survey and dimensioned plot plan of the Lot, showing existing and proposed grades, the location of all trees more than three (3) inches in diameter to be removed, and the location of all proposed improvement on the Lot;
- B. Construction and architectural plans, sufficient in detail to secure a building permit in the Township of Custer or Township of Kearney, including, without limitation, dimensioned floor plans, typical sections, and all elevations (front, both sides, and rear) of the main dwelling structure and garage and any proposed outbuildings;
- C. Specifications setting forth the type, quality, color, and texture of all materials to be used in all improvements, including a detailed finish schedule for all exterior materials, products, and finishes, with actual brick, stain, and shingle samples;
- D. A complete landscaping plan, including a plan for any proposed exterior lighting, and a planting list;
- E. A construction schedule; and
- F. Any other data, drawings, or specifications which the Architectural Committee deems necessary to fulfill its function.

Section 4. Variance Required. Approval by the Architectural Committee shall not be valid if any improvement violates any restrictions set forth in this Amended and Restated Restrictions and Regulations, or any provisions of the Custer Township or Kearney Township’s zoning ordinance, except in cases where an appropriate waiver or variance regarding such improvement has been granted by the Township and/or Architectural Committee, as provided in this Amended and Restated Restrictions and Regulations.

Section 5. Approval and Disapproval. The Architectural Committee may disapprove plans for any improvement or alteration for non-compliance with any restriction contained in this Amended and Restated Restrictions and Regulations, or because of dissatisfaction

with the grading and drainage plans, the location of any improvement on the Lot, the proposed materials, the proposed color scheme, the proposed finish, design, proportion, shape, height, style, or appropriateness of the proposed improvement or alteration, or because of any matter or thing, which, in the judgment and discretion of the Architectural Committee, would cause the proposed improvement or alteration to be inconsistent with the objectives of the Architectural Committee, or with improvements erected or to be erected on other Lots, including purely aesthetic considerations. No material change may be made in any approved plan or specification, including, without limitation, any approved exterior material, stain, color, or roof material, or in the approved landscaping plan, without the prior written consent of the Architectural Committee. One complete set of the approved plans and specifications regarding each Lot, including all approved amendments thereto, shall be kept and retained by the Architectural Committee for its permanent file in connection with each Lot.

Section 6. Failure to Act. In the event the Architectural Committee shall have failed to approve or disapprove plans and specifications within thirty (30) days after the full, proper, and complete submission thereof, the need for such approval by the Architectural Committee shall be deemed to have been waived, but all other restrictions, limitations, and conditions set forth in this Amended and Restated Restrictions and Regulations shall apply and remain in full force and effect as to such place and specifications.

Section 7. Form of Approval. Architectural Committee approval shall be deemed given if the plans and specifications submitted are marked or stamped as having “final approval” by the Architectural Committee and are signed and dated by two (2) members of the Architectural Committee validly serving on the date of such approval. Written approval from the Architectural Committee may be electronically transmitted to an Owner pursuant to Article IX, Section 12 of these Amended and Restated Restrictions and Regulations.

Section 8. Appeal of Architectural Committee Decision. If an Owner disagrees with the Architectural Committee’s decision, the Owner has thirty (30) days from the date of the decision to submit an appeal to the Board of Directors. If an appeal is not submitted within thirty (30) days from the date of the Architectural Committee’s decision, the Committee’s decision is final. The Board of Directors shall have thirty (30) days from the date of the appeal submittal to review the Architectural Committee’s decision and issue a final decision.

ARTICLE VIII

BUILDING AND USE RESTRICTIONS

Section 1. Purpose. The building and use restrictions of the Subdivision were designed to do the following:

- A. To insure the best use and the most appropriate development and improvement of each Lot;
- B. To preserve, so far as practical, the natural resources and natural beauty of said property;

- C. To guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials;
- D. To secure and maintain proper setbacks from streets, and adequate free spaces between structures, following Antrim County, Custer Township, Kearney Township and DEQ requirements; and
- E. In general, to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of the Subdivision.

Section 2. Use of Property.

A. Residential Purposes Only. All Lots within the Subdivision shall be used for single-family residence purposes. Except as specifically permitted herein, no building shall be erected, altered, placed, or permitted to remain on any Lot within the Subdivision other than one single-family, private, residential dwelling (the “Dwelling”), garage, and out-buildings incidental thereto. Garages and all other out-buildings shall satisfactorily blend with the architecture of the Dwelling and shall not be used for living purposes at any time.

Subject to the provisions contained in Subsection C of this Section 2 regarding permitted home offices and home occupations, no part of any Dwelling or appurtenant structure shall be used for any activities normally conducted as a business.

B. Home Offices and Home Occupations. To be permitted as a “home office” or “home occupation”, all the following must apply:

- (1) The exterior of the principal Dwelling in which the home occupation is conducted will retain its residential character;
- (2) The home occupation shall be clearly incidental and secondary to the use of the property for residential purposes;
- (3) The home occupation must be conducted entirely within a dwelling or other enclosed building;
- (4) No outdoor storage or display of merchandise or materials shall be allowed;
- (5) The home occupation shall not create a nuisance in fact for surrounding properties in terms of lighting, noise, fumes, odor, vibrations, electrical interference, fire hazard, or traffic congestion beyond that which is normal in a residential area;
- (6) No employees or other persons performing any work in the Dwelling who are not also Owners, Tenants and/or Non-Owner Occupants of record with the Association who are using the Dwelling as their primary residence; and
- (7) No regular meetings held at the Dwelling with clients or customers relating to the home office or home occupation.

The provisions of this Section 2(B) shall not be construed to prohibit an Owner or Occupant from maintaining a personal professional library in the Dwelling, from keeping personal,

professional, or business records in the Dwelling, or handling occasional personal business or professional telephone or video conferencing calls in the Dwelling.

C. Prohibited Uses. Certain uses of Dwellings or Lots, by nature of their operation, impair the reasonable use and value of surrounding residential properties. Therefore, the following uses that are expressly prohibited or do not qualify as an acceptable home office or home occupation include, but are not necessarily limited to, the following:

- (1) Oil drilling, oil development, oil refining, quarrying, and mining operations of any kind;
- (2) Oil wells, tanks, funnels, mineral excavations, and shafts;
- (3) Derrick and other structures designed, erected, maintained, or permitted for use in boring for oil or natural gas;
- (4) Medical clinics and hospitals;
- (5) Millinery shops;
- (6) Animal hospitals, veterinarian, and commercial kennels;
- (7) Vehicle and engine repair businesses;
- (8) Repair shops and service establishments.
- (9) Antique shops;
- (10) Barbershops and beauty parlors;
- (11) Club or fraternal organizations;
- (12) Trailer rental;
- (13) Restaurants and tea rooms; and
- (14) Bed and breakfast establishments (residential dwellings, occupied by the homeowners, that offer overnight accommodations and breakfast to patrons for a fee).

Section 3. Dwellings, Garages, and Carports. All Dwellings must have a minimum of 800 square feet of enclosed living area on the main floor, exclusive of porches, breezeways, garages, and basements. Garages may not exceed 80% of the Dwelling footprint, exclusive of porches, decks, and patios. Dwellings and garages shall be limited to 40 feet above the ground level in height. Structural carports may be permitted, subject to approval by the Architectural Committee.

Section 4. Building Material and Quality. All foundations shall be of stone, brick, or cement construction forming a continuous solid wall beneath the building. All buildings shall be of frame, masonry, or similar grade construction, as approved by the Architectural Committee, and must be roofed with approved materials. All construction materials, including chimneys, must meet current Antrim County, Custer Township, and Kearney Township building codes. Modular or mobile homes are strictly prohibited.

Section 5. Building Location and Height. No building, hedge, fence, or other structure shall be located on any property nearer than 30 feet to the front or rear property line, or nearer than 20 feet to any side street line. No building shall be constructed closer than 50 feet from the water's edge. No building, hedge, fence, or other structure shall be located to any sideline

nearer than 10% of the average width of the property of which such building fence or structure is to be placed. This sideline restriction shall not apply to adjoined lots with the same Owner. No building shall exceed 40 feet above the ground level in height.

Section 6. Free Board Structures. Buildings for residential purposes must be constructed above and landward of the freeboard line. No openings shall be permitted into basements below the elevations of the freeboard line.

Section 7. Building Completion Dates. All buildings, including those damaged by fire, shall have the exterior completed and the finish applied within twelve (12) months from the start of construction or date of fire. Any extension beyond the twelve (12) months identified herein must be submitted in writing to the Architectural Committee, citing reasons and explanations for the delay.

Section 8. Lot Size and Easements. No Lot shall be divided, subdivided, or separated into smaller parcels for any purpose, nor used for street purposes or as a right-of-way, except with the written permission of the Association. Whole Lots may be combined for use as one (1) building site. The person owning more than one (1) Lot with adjoining Lot lines may build on such common Lot line and the easement shall be inoperative as to said line, provided that such building shall be placed thereon prior to the instigation of use of this easement for one of the purposes mentioned below.

The right to grant easements for public utilities is hereby reserved. Easements are reserved along and within ten (10) feet of any property line of all lots in the development for the construction and perpetual maintenance of underground or overhead wires, lines, and cables for electric lights, telephones, and other public and quasi-public utilities and drainage, and the right of ingress to and egress from, across, over, under, and through said premises to the employees of said utilities.

Section 9. Lot Grading and Clearing. Excessive grading, filling in, or removal of ground on any Lot which would seriously affect the grade or drainage of the adjacent Lot or violate Antrim County or Township requirements is not permitted. Further, a Soil Erosion Control Permit must be filed for any property construction within 500 feet of any existing waterway as per Antrim County requirements. Finish grading must be completed in accordance with building completion dates. Once the Dwelling is completed, the Owner shall provide an off-street parking area for at least two (2) vehicles. Such off-street parking area shall be constructed of asphalt, concrete, or stone.

The Board of Directors reserves the right to perform grading and excavating on any property, including the right to disturb topsoil, and trim or clear trees where, in the Board's sole discretion, such work is advantageous for the improvement of the community.

Section 10. Native Protection. No more than thirty (30%) percent of all trees shall be removed from any property without the written consent of the Board of Directors or Architectural Committee, except for clearing the Dwelling or building site, parking, and access road thereto.

Section 11. Native Protection Strip Along Cedar River. **NOTE: This Section 11 shall apply to Lots located within Swiss Village East #1 Subdivision only.** A strip 25 feet deep bordering the water's edge shall be maintained in trees and shrubs or in its present or natural state. A maximum of thirty (30%) percent of all living trees and shrubs may be removed by cutting them flush with the ground surface. The remaining trees and shrubs can be trimmed and pruned for a view of the water from the property. No more than thirty (30%) percent of all trees shall be removed from any property without the written consent of the Board of Directors, except for clearing the Dwelling or building site, parking, and access road thereto. No land alteration including the removal of tree stumps shall be allowed on the native protective strip. A path or walk may be constructed, however, to the water's edge to a width of twelve (12') feet. Fill material shall be of a pervious material such as gravel or sand. No fill material shall be allowed to enter the water either by erosion or mechanical means. The native protection strip along Cedar River may also be subject to Michigan Department of Environmental Quality restrictions and requirements.

Section 12. Landscaping. The Owner shall maintain landscaping on their Lot in good condition. Should any Owner fail to maintain the landscaping on their Lot in good condition, the Association may serve written notice upon the Owner setting forth the way the Owner has so failed. If the failure identified in the notice is not cured within fifteen (15) days following the date of such notice, the Association may enter the Lot for the purpose of properly maintaining the landscaping, as often as is reasonably required. The Association may continue to maintain the landscaping until such time as the Board of Directors reasonably determines that the Owner of the Lot is willing and able to resume proper maintenance. The cost incurred by the Association for maintenance of a Lot shall be payable by the Owner of the Lot within ten (10) days following the date of the Association's invoice for such maintenance cost. If the cost is not paid within the 10-day period, it may be collected as an assessment as provided in Article V herein.

Section 13. Storage Tanks. Only propane storage tanks are allowed on a Lot; all other storage tanks are prohibited. All propane storage tanks shall be concealed from view as much as possible.

Section 14. Temporary Structures and Storage. Structures of a temporary character, shacks, garages, barns, abandoned automobiles, and any other out-buildings or other items shall not be occupied, stored, or permitted on any Lot or in any outside area at any time, either temporarily or permanently except as follows:

- A. A temporary storage building for materials and supplies to be used in the construction of a Dwelling or approved building on any Lot may be kept and maintained on such Lot during the period of such construction;
- B. Mobile homes, campers, camper trailers, and recreational vehicles may be stored or used on a Lot (not housed completely within a building permitted on a Lot) for periods not to exceed seventy-two (72) consecutive hours;
- C. Tents for entertainment purposes may be erected on a Lot for periods not to exceed seventy-two (72) consecutive hours;

- D. Boats may be temporarily stored on a Lot (not housed completely within a building permitted on a Lot) from May 1 through September 30; and
- E. Snowmobiles may be used and temporarily stored on a Lot (not housed completely within a building permitted on a Lot) from December 1 through April 15; and
- F. Small (single axle) utility trailers may be stored on a Lot (not housed completely within a building permitted on a Lot) so long as they are concealed as much as possible and not visible from the road; and
- G. Other temporary structures that have been approved in writing by the Architectural Committee or Board of Directors.

Section 15. Walls and Fences. Property line walls, hedges, and fences are not allowed. Fences or hedges located elsewhere within a Lot may be erected and maintained that do not exceed four (4') feet in height. The Architectural Committee shall have the authority to make exceptions to this restriction in individual cases. Small fenced-in dog runs, pens, or kennels may be permitted pursuant to Section 23(D) below, subject to Architectural Committee approval.

Section 16. Storage Containers and Dumpsters. Owners may arrange for the temporary placement of a PODS (portable on demand storage) container, dumpster, bagster, or similar storage container in the Subdivision for up to seven (7) days, unless a longer period has been specifically approved in writing by the Board of Directors. The Board shall also have the discretion to issue Rules and Regulations regarding the temporary placement of portable storage containers. The Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the temporary placement of portable storage containers.

Section 17. Trash, Waste, and Recycling. No Lot shall be used as a dumping ground for trash, garbage, or other waste, and such material shall not be kept or stored on any Lot except in appropriately sealed sanitary containers out of sight from the road. Garbage and recycling containers must have tight fitting covers to keep out animals, rodents, and insects. Equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Garbage bags, and garbage and recycling containers shall not be left at the roadside of any Lot for more than twenty-four (24) hours before or after pickup. Any debris resulting from the destruction in whole or in part of any Dwelling, structure, or improvement on any Lot shall be removed from such Lot by the Owner thereof with all reasonable dispatch. Burning of waste material on a Lot is strictly prohibited.

Section 18. Play Structures. Swing sets, sand boxes, or other play structures or equipment shall not be located in any front or side yards. Play structures may not be located less than 10 feet from the boundary lines of a Lot, unless prior written approval is obtained from the Architectural Committee. Such structures shall be maintained in good working order and not potentially unsafe (i.e., rusted; loose or missing bolts, braces, or connectors; rotten wood or timbers), so as not to cause harm to an individual using the structure. The structure may not be unsightly or falling into a state of disrepair, tending to substantially decrease the beauty of the Subdivision as a whole or any specific area thereof.

Section 19. Swimming Pools. Swimming pools with any portion higher than one (1') foot above the finished grade of the Lot are not permitted. Above-ground swimming pool may not be erected, placed, or permitted to remain on any Lot, either temporarily or permanently. The Board of Directors shall have discretion to issue Rules and Regulations regarding the temporary placement of small, inflatable wading pools.

Section 20. Antennas. Antennas, over-the-air reception devices, including, without limitation satellite dish antennas, radio and television antennas, and other technologies regulated by the Federal Communications Commission (FCC), shall be erected, placed, maintained, or permitted to remain on a Lot, within the Lot boundaries, as allowed by the FCC Over-the-Air Reception Devices Rule (“OTARD”) regulations. The Board of Directors shall have the discretion to issue Rules and Regulations regarding the placement of an antenna in a particular location on a Lot, if such placement does not prevent reception of an acceptable quality signal or impose unreasonable expense or delay. Owners shall remove any unused antennas from their Lot when service to such antenna has been terminated.

Section 21. Signs and Flags. Subject to the provisions of Subsections A through E below, no signs, flags, billboards, or other advertising devices or symbols of any kind shall be displayed, placed, erected, or maintained on any Lot in the Subdivision which are visible to the public view that exceed two (2') feet by three (3') feet and shall be not more than five (5') feet above the ground, at any time for any reason without the advance written permission from the Architectural Committee. Permitted signs shall be constructed and installed in a professional manner. Such signs shall also be kept clean and in good repair during the period of their use on the Lot. All signs shall also be subject to the Custer Township and Kearney Township Code of Ordinances.

A. Builder Signs. A builder may display one (1) sign not exceeding six (6) square feet in area and four (4') feet in height advertising a new home previously unoccupied. “Builder signs” does not include advertising for contractors and home renovations, which is strictly prohibited.

B. For Sale Signs. An Owner may display one (1) sign not exceeding six (6) square feet in area and four (4') feet in height advertising a Lot or Dwelling for sale. Signs for the sale of a Lot or Dwelling do not include “For Rent” and “For Lease” signs or any signage that pertains to renting or leasing a Dwelling. The Board of Directors may establish Rules and Regulations relative to size, shape, color, placement, and such other criteria of “For Sale” signs, as the Board may deem appropriate.

C. Garage Sale Signs. “Garage Sale” signs may be displayed on any Lot or Common Properties for up to three (3) consecutive days at a time. One (1) “Garage Sale” sign may also be displayed at the Entrance to the Subdivision for up to three (3) consecutive days at a time. The Board of Directors may establish Rules and Regulations relative to size, shape, color, placement, and such other criteria of “Garage Sale” signs, as the Board may deem appropriate.

D. Political Signs. Political signs may be displayed on any Lot for a period of

sixty (60) days prior to an election and fourteen (14) days after the election related to that political sign. One (1) political sign per candidate not exceeding four (4) square feet may be ground-mounted on the Lot. Political signs are not permitted on any Dwelling or Common Properties. The Board of Directors may establish Rules and Regulations relative to size, shape, color, placement, and such other criteria of political signs, as the Board may deem appropriate.

E. Flags. Owners may display the American Flag in any size or form. Owners may display other flags and banners, so long as the Architectural Committee does not deem them to be offensive, discriminative, oppressive, profane, indecent, or salacious. Such flags or banners must be removed immediately following Architectural Committee action on the matter. The Board of Directors may establish Rules and Regulations relative to size, shape, color, placement, and such other criteria of other flags, as the Board may deem appropriate.

Section 22. Weapons. No Owner shall use or discharge, or permit any member of their family, or guest or invitee, to use or discharge any B-B gun, firearm, pellet gun, sling shot, archery equipment, or other weapon within the Subdivision for the purpose of target practice. With the exception of varmint control, hunting within the Subdivision is prohibited.

Section 23. Animals. Farm animals, including livestock and poultry, and other non-household (non-exotic) animals, shall not be kept, bred, or harbored on any Lot. No animals shall be kept, bred, or maintained on any Lot or in the Subdivision for any commercial purpose. The term “animal” or “pet” as used in this Section 6 shall not include small animals which are constantly caged, such as small birds or fish. Exotic animals are strictly prohibited. The Board of Directors may adopt reasonable Rules and Regulations with respect to animals, including visiting animals, as it may deem proper.

A. Service Animals and Emotional Support Animals. Service animals and emotional support animals shall not be considered pets. All service animals and emotional support animals entering the Subdivision shall comply with the Governing Documents and the Owner and Non-Owner Occupant maintaining, allowing residence, or being visited by same shall be responsible for the actions and any violations by such animal or its handler. All service animals and emotional support animals shall be of a domestic (non-exotic) nature and must comply with or conform to all Federal, State, and local health and safety laws.

Applications by any person for maintaining a service animal or emotional support animal, other than a dog, cat, or other household (non-exotic) animal, in the Subdivision shall be submitted to the Board of Directors. The Board may request verification from a doctor or other medical professional, who, in their professional capacity, has knowledge about the person’s disability, their requirements and familiarity with the therapeutic benefits of such animal, and the need for reasonable accommodations. No medical condition records or other details of such person’s disability need be furnished or disclosed. Misrepresentation of a “service animal” may be subject to criminal penalties pursuant to MCL 752.62 and 8 CFR 36.104.

All damages or expenses to the Association by reason of the service or emotional support animal are chargeable to the Owner and person having such service or emotional support

animal and are collectable as assessments against the Lot where such animal is harbored, kept, maintained, or visiting.

B. Savage and Feral Animals. Savage or dangerous animals of any type shall not be kept or brought into the Subdivision by any person. Owners shall not provide or otherwise leave food on the Property in any manner for wild, stray, or feral animals, except as permitted by reasonable Rules and Regulations adopted by the Association.

C. Control of Animals. Animals kept in the Subdivision shall have such care and restraint as not to be obnoxious on account of noise, odor, or unsanitary conditions. Animals which create noise and can be heard on any frequent or continuing basis shall not be kept on any Lot or on the Common Properties.

Animals may not be permitted to run loose upon the Common Properties and animals shall always be leashed and attended to by a responsible person while on the Common Properties. Animals shall not be tied to a tree, shrub, railing, or any Common Properties. Animals shall not be left unattended in motor vehicles.

D. Fences and Dog Runs. All animals shall be kept within a Lot using an invisible fence, on a leash accompanied by a responsible person, or in a fenced-in run, pen, or kennel (“pen”). No pen shall be erected, placed, or permitted to remain on any Lot unless located within the rear yard of such Lot adjacent to a wall of the Dwelling or garage, and facing the rear or interior of the Lot, and such pen shall not be permitted to extend into either side yard. All pens shall be made of wood, decorative block, or approved fencing materials, or any combination thereof. Pens may not exceed 300 square feet in area or four (4’) feet in height without written approval from the Architectural Committee. The exterior sides of a pen shall be landscaped with plantings to screen the view thereof from adjacent Lots, and such pen shall be kept and maintained in a clean and sanitary condition. The construction and landscaping plans for a pen are subject to approval by the Architectural Committee.

E. Owner Responsibility. Owners shall be responsible for the collection and disposal of all fecal matter deposited by any animal maintained by them, anywhere in the Subdivision. Owners are responsible for damage to the Common Properties caused by any animal maintained by them. All animals kept in accordance with this Section 24 shall be licensed by the municipal agency having jurisdiction, may be registered with the Association, and proof of the animal’s shots shall be provided to the Association, upon request.

F. Owner Liability. Any Owner who causes any animal to be brought, maintained, or kept in the Subdivision for any length of time shall indemnify and hold harmless the Association for any loss, damage, or liability, including attorney fees and costs, which the Association may sustain because of the presence of such animal in the Subdivision, whether such animal is permitted. The Association may assess and collect from the responsible Owner such losses and/or damages in the manner provided in Article II hereof.

G. Enforcement. The Association may, after notice and hearing, without liability to the Owner thereof, require removal of any animal from the Subdivision which it has determined to pose a direct or unreasonable threat to members of the Community or which it has determined to be in violation of the restrictions imposed by this Section 24 or by any applicable Rules and Regulations of the Association. The Association may also assess fines against the Owner in accordance with Article XVI for such violation of the restrictions imposed by this Section 24 or by any applicable Rules and Regulations of the Association. The Association shall be entitled to assess all damages, costs, attorney fees, and expenses incurred because of the animal to the Owner, including, without limitation, any legal actions taken by the Association to remove the animal.

Section 24. Campfires. Campfires are permitted on a Lot within a defined firepit area during DNR/DEQ-approved days only and must be under constant adult attendance or supervision.

Section 25. Lot Maintenance. Each Owner shall prevent their Lot, and any Dwelling, appurtenant structure, or other improvement thereon from becoming unclean, unsightly, or unkempt, or from falling into a state of disrepair, tending to substantially decrease the beauty of the Subdivision as a whole or any specific area thereof. Examples of unsightly conditions: missing siding, shutters, or shingles; rotten wood; peeling or chipped paint; broken windows; and ripped screens,

If an Owner fails to maintain their Lot in a manner satisfactory to the Board of Directors, the Board shall have the right, through its agents or contractors, to enter upon said Lot and repair, maintain, and restore the Lot and exterior of the Dwellings and other improvements erected thereof. The cost of such repair, maintenance, and restoration shall be assessed to the Lot collected from the responsible Owner in the manner provided in Article V of this Amended and Restated Restrictions and Regulations.

Section 26. Nuisance. Activity or conditions producing offensive odors or noise, or excessive lighting, thereby creating a nuisance, shall not be permitted on any Lot. Quiet hours shall be maintained from 11 pm to 7 am.

Section 27. Drones. The use of drones, unmanned aerial vehicles (UAV), or similar remote-controlled or radio-controlled aerial devices is generally permitted in the Subdivision. However, Owners shall not fly or use their drones in the Subdivision in any manner which causes a nuisance to other Owners or Occupants, or a violation of the right to privacy of others. Notwithstanding the foregoing, drones may be used or operated for commercial purposes or by contractors for maintenance purposes in the Subdivision.

Section 28. Solar Provision. Any Owner wishing to install any form of solar energy system shall submit an application for review by the Architectural Committee, pursuant to the provisions of Article VII herein. Such application shall conform to the Association’s energy policy statement in its Rules and Regulations.

The Board of Directors shall have the ability and power to establish an energy policy

statement regarding the application, approval, installation, usage, maintenance, and operation of all such systems. Such policy shall include, by way of illustration, the location, design, architectural, aesthetics, responsibilities, schedule for preventative maintenance, or other requirements pertaining to such solar energy systems.

“Solar energy” means radiant energy received from the sun at wave lengths suitable for the heat transfer, photosynthetic use, or photovoltaic use.

“Solar collector” means (1) an assembly, structure, or design, including passive elements, used for gathering, concentrating, or absorbing direct and indirect solar energy, specially designed for holding a substantial amount of useful thermal energy and to transfer that energy to a gas, solid, or liquid or to use that energy directly; or (2) a mechanism that absorbs energy and converts it into electricity; or (3) a mechanism or process used for gathering solar energy through wind or thermal gradients; or (4) a component used to transfer thermal energy to a gas, solid, or liquid, or to convert it into electricity.

“Solar storage mechanism” means equipment or elements (such as piping and transfer mechanisms, containers, heat exchangers, or controls thereof and gases, solids, liquids, or combinations thereof) that are utilized for storing solar energy, gathered by a solar collector, for subsequent use.

“Solar energy systems” means (1) a complete assembly, structure, or design of a solar collector, or a solar storage mechanism, which uses solar energy for generating electricity or for heating and cooling gases, solids, liquids, or other material; and (2) the design, materials, or elements of a system and its maintenance, operation, and labor components, and the necessary components, if any, of supplemental conventional energy systems designed or constructed to interface with a solar energy system.

Section 29. Wind Energy Turbines. Residential wind energy turbines (on-site) and wind energy turbines (building-mounted) are strictly prohibited within the Subdivision.

Section 30. Leasing and Non-Owner Occupancy of Dwellings.

A. Definitions.

(1) Lease. Unless otherwise specifically indicated in the Governing Documents, the term “Lease” shall mean and refer to any occupancy agreement or arrangement whereby a Dwelling is occupied by any Tenant, regardless of (i) whether the arrangement is oral or in writing; (ii) whether rent or other consideration is being paid (or is required to be paid) to the Owner; (iii) the duration of the arrangement or agreement, (iv) whether the Tenant is related (by blood, marriage or otherwise) to the Owner; or (v) whether the occupancy agreement or arrangement is with a third party that is authorized to act as the Owner’s agent.

(2) Leased Dwelling. The term “Leased Dwelling” shall mean any Dwelling occupied solely by a Tenant or Renter. In determining whether any Dwelling is occupied

solely by a Tenant or Renter, the Association may request documentation from the Owner regarding the name of all occupants and the duration of their occupancy of the Dwelling for the calendar year. Only the Tenant or Renter identified in the Lease may occupy a Leased Dwelling.

(3) Non-Owner Occupant. The term “Non-Owner Occupant” means any person or entity which holds a possessory right or interest in, or otherwise resides in or occupies a Dwelling on any Lot for any period of time and by any means whatsoever, whether by Lease or occupancy agreement, or whether rent or any other consideration is paid to the Owner, who is not an Owner of the Lot. Any relationship between the Non-Owner Occupant and the Owner (by blood, marriage, or otherwise) is irrelevant. Unless otherwise specifically provided in the Governing Documents, the term, “Non-Owner Occupant” is inclusive of the terms “Tenant” and “Renter.”

If a Lot and Dwelling is owned by a legal entity (corporation, partnership, limited liability company, or trust) and not by an individual person, then a shareholder or director, partner, member, or present trust beneficiary (as applicable) of the entity that owns the Lot shall not be considered a Non-Owner Occupant if they occupy or reside in the Dwelling owned by the entity.

(4) Tenant or Renter. The terms “Tenant” and “Renter” shall be synonymous and may be used interchangeably throughout the Governing Documents. These terms mean any Non-Owner Occupant that holds a possessory right or interest in, or otherwise resides in or occupies a Dwelling on any Lot for any period and by any means whatsoever, whether by Lease or occupancy agreement, or whether rent or any other consideration is paid to the Owner, who is not an Owner of the Lot.

B. Exemptions to Leasing Restrictions in General.

(1) Exemption for House-sitter, Animal-sitter, or Caregiver During Temporary Absence of Owner. If an Owner shall be temporarily absent from their Dwelling and desires the assistance of a house-sitter, animal-sitter for their animal(s), or caregiver for a Non-owner Occupant during their temporary absence, the Owner’s Lot shall be exempt from the restrictions contained in this Section 30 during the Owner’s temporary absence.

(2) Exemption for Association. If the Association acquires title to any Lot, whether via foreclosure or otherwise, because of or in relation to the Association’s effort to collect amounts owed on the Lot’s account, such an Association-owned Lot shall be exempt from the restrictions against leasing contained in this Section 30.

(3) Exemption for Government Mortgage Lending Entities. Any government mortgage lender who acquires title to a Lot via foreclosure or deed in lieu of foreclosure shall be exempt from the restrictions against leasing contained in this Section 30, to the extent that such an exemption would be required for this Amended and Restated Restrictions and Regulations to comply with the standards and rules for mortgage lending, insuring and/or underwriting currently followed by the U.S. Department of Housing, the Federal Home Loan

Mortgage Corporation, the Federal National Mortgage Association, and/or any government agency.

To the extent that any provision set forth in this Section 30 regarding leasing is inconsistent with the requirements of guaranteed or direct loan programs of the United States Department of Veteran Affairs, as set forth in chapter 37 of title 38, United States Code, or part 36 of title 38, Code of Federal Regulations (“VA Mortgage Financing”), such provision shall not apply to any Lot that is or becomes: (i) encumbered by VA Mortgage Financing, (ii) owned by the Department of Veterans Affairs, or (iii) owned by an Owner who is both eligible to obtain VA Mortgage Financing and who is in fact applying for such financing, but only to the extent that a waiver of the Restrictions and Regulations’ leasing requirements is required for the Owner to obtain or maintain such financing.

C. Right to Lease or Occupy a Dwelling. Subject to the restrictions and applicable provisions of this Section 30, an Owner may enter into an agreement to lease their Dwelling for the same purposes set forth in Article VII, Section 2(A) above, provided that written disclosure of such Lease is submitted to the Board of Directors in the manner specified in Subsection 30(D) below. Only the Tenants or Non-Owner Occupants specifically identified in the Lease or occupancy agreement may occupy the Dwelling.

D. Leasing Procedures. An Owner desiring to lease their Dwelling must disclose that fact in writing to the Association at least ten (10) days before presenting a written Lease or occupancy agreement form to a potential Tenant or Non-Owner Occupant of the Dwelling and, at the same time, shall provide an exact copy of the proposed written Lease to the Association for review of its compliance with the Governing Documents. The Owner must also provide a copy of the executed Lease to the Association within thirty (30) days of the commencement of the Tenant’s Lease term. All Leases and occupancy agreements shall be signed and dated by the Owner and the Tenants and Non-Owner Occupants.

All Leases or occupancy agreements shall be deemed to incorporate all the provisions of the Governing Documents. Tenants and Non-Owner Occupants shall comply with all the conditions of the Governing Documents and all Leases and occupancy agreements shall so state. The Owner shall provide a copy of the Governing Documents to their Tenant or Non-Owner Occupant and review the Documents with their Tenant or Non-Owner Occupant.

If any Owner intends to permit a Non-Owner Occupant to occupy their Dwelling without a written Lease or occupancy agreement, the Owner must nevertheless, provide the following information in writing to the Association, at least ten (10) days prior to allowing the Non-Owner Occupant to take occupancy of the Dwelling:

- (1) The full name, mailing address, email address(es), and phone number(s) of all Non-Owner Occupants who will occupy the Dwelling; and
- (2) A summary of the terms of the occupancy arrangement under which such Non-Owner Occupant will occupy the Dwelling, including the expected duration of the occupancy.

Owners who do not reside in their Dwellings must keep the Association informed of their current mailing address, email address, and phone number.

E. Violation of Governing Documents by Tenants or Non-Owner Occupants. If the Association determines that the Tenant or Non-Owner Occupant has failed to comply with the conditions of the Governing Documents, the Association shall take the following action:

- (1) The Association shall notify the Owner by certified mail and email (if such email address has been provided to the Association) advising of the alleged violation by the Tenant or Non-Owner Occupant.
- (2) The Owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged violation by the Tenant or Non-Owner Occupant, or to advise the Association that a violation has not occurred.
- (3) If after fifteen (15) days the Association’s Board of Directors believes that the alleged violation is not cured or may be repeated, it may institute on the Association’s behalf, an action for eviction against the Tenant or Non-Owner Occupant and simultaneously for money damages in the same action against the Owner and Tenant or Non-Owner Occupant for breach of the conditions of the Governing Documents. The relief set forth in this Subsection may be by summary proceedings. The Association may hold both the Owner and Tenant or Non-Owner Occupant liable for any damages caused by the Owner, Tenant, or Non-Owner Occupant in connection with the Dwelling, Lot, or the Subdivision and for reasonable legal fees incurred by the Association in connection with legal proceedings hereunder.

The Board may adopt further Rules and Regulations as might be relevant to the application and/or enforcement of this Section 30.

Section 31. Underground Utilities. All public utilities such as water mains, sanitary sewers, storm sewers, and electric, natural gas, cable, internet, and telephone local subdivision distribution lines, and all connections to such facilities, either private or otherwise, shall be installed underground whenever possible, provided, however, that (i) above-ground transformers, pedestals, and other above-ground electric, cable television, natural gas or telephone equipment deemed necessary by the supplier of any such utility services in connection with underground distribution systems; (ii) open drainage channels; and (iii) street lighting stanchions, shall be permitted. Each Owner shall be responsible for the installation, maintenance, repair, and replacement of electrical, natural gas, telephone and cable television service conductors and facilities on such Owner’s Lot, to the adjacent Roadway, or utility easement on such Lot, to the Dwelling. The Lots may be subject to charge, from time to time, for street lighting facilities installed and/or to be installed by Consumers Energy pursuant to the request of the Custer Township or Kearney Township.

Section 32. Easements and Other Conditions. Easements for the construction, installation, and maintenance of public utilities, underground television master antenna line, and underground sewage, water and drainage lines, surface, and road drainage facilities, and for sanitary sewer, storm sewer, and water main facilities, are reserved as shown on the recorded Plat of the Subdivision, and/or as may otherwise appear of record, and as set forth herein. In addition, easements are hereby specifically reserved to the Association in, through, and across a strip of land four (4') feet in width along all rear and side Lot lines for the installation and maintenance of telephone, electric, and cable television lines and conduits, sanitary and storm sewers, water mains, and for surface drainage purposes, and for the use of any public utility surface drainage purpose, and for the use of any public utility service deemed necessary by the Association.

The use of any such easement may be assigned by the Association, at any time, to any person furnishing one or more of the foregoing services and/or facilities, and any such easement may be relinquished by the filing of record by the Association of an appropriate instrument of relinquishment. Within each of the foregoing easements, no structure, improvement, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and/or maintenance of such service facilities and utilities, or which may change, obstruct, or retard the flow or direction of water in and through drainage channels in the easements, nor, without the written consent of the Architectural Committee, shall any change be made in the finished grade of any Lot once established upon completion of construction of the Dwelling on such Lot.

The easement area of such Lot shall be maintained in a presentable condition continuously by the Owner, and the Owner of each Lot shall be liable for all damage to service facilities and utilities thereon, including, without limitation, damage to electric, telephone, natural gas, and cable television distribution lines, and facilities located therein. No shrubs or foliage shall be permitted or maintained on any Lot within five (5') feet of any utility company transformer enclosure or secondary connection pedestal.

Section 33. Timely Construction. Owners shall complete exterior construction of a new Dwelling or building on their Lot within the identified construction schedule approved by the Architectural Committee. Any deviations from the approved construction schedule must be reviewed and approved by the Architectural Committee. Any building which is not completed within two (2) years from the commencement of construction shall be deemed a nuisance and may be abated as provided by law. Exceptions may be made, at the sole discretion of the Board of Directors, due to pandemics or Acts of God.

Section 34. Destruction of Building by Fire; Duty to Repair Timely. Any debris resulting from the destruction in whole or in part of any Dwelling or building on any Lot in the Subdivision shall be removed with all reasonable dispatch from such Lot and property to preserve the sightly condition of the Subdivision. No old or used buildings of any kind shall be moved or reconstructed on any Lot. Any damaged or destroyed building for which repair or reconstruction has not commenced within six (6) months from the date of damage or destruction, shall be removed so that there are no ruins or debris remaining within six (6) months from the date of damage or destruction, unless an open insurance claim or active investigation of the damaged or destroyed

building delays such removal. An exception may also be made, at the sole discretion of the Board of Directors, due to pandemics and Acts of God. Any building which is not completed within two (2) years from commencement of construction, or any damage or destruction not promptly remedied shall be deemed a nuisance and may be abated as provided by law, unless an open insurance claim or active investigation of the building delays such completion. An exception may also be made, at the sole discretion of the Board, due to pandemics and Acts of God.

Section 35. Common Properties. The foregoing restrictions shall not apply to the Common Properties. Removal of any living vegetation or trees, or any excavation within or upon any of the Common Properties shall be prohibited. Materials and refuse may not be placed or stored on any Lot within 20 feet of the property line of any Common Property without the written consent of the Architectural Committee or Board of Directors. Use of the Common Properties shall not degrade the slopes causing erosion. Motorized vehicles are not permitted on the Common Properties, except for snowmobiles on snow covered frozen ground only from December 1 through March 31.

ARTICLE IX **MEMBERSHIP MEETINGS**

Section 1. Location. Meetings of the Association shall be held at a suitable place convenient to the Members as may be designated by the Board of Directors, either within the Subdivision or as convenient to them as is possible and practical.

Section 2. Virtual Meetings. The Board of Directors may, in its discretion, decide to conduct a meeting of the membership solely by means of remote communication pursuant to the requirements of the Nonprofit Corporation Act (MCL 450.2405(4)). At the discretion of the Board, Members may also participate at an in-person meeting by means of remote communication as permitted by the Act (MCL 450.2405(1)).

Section 3. Procedure. Meetings of the Association shall be conducted in reasonable compliance with Roberts Rules of Order, when not otherwise in conflict with the Articles of Incorporation, this Amended and Restated Restrictions and Regulations, any duly adopted rules or regulations of the Association, and the laws of the State of Michigan. Meetings of Association shall be chaired by the most senior Officer of the Association present at such meeting. For purposes of this Section 3, the order of seniority of Officers shall be President, Vice President, Secretary, and Treasurer. Voting shall be as provided in Article X.

Section 4. Annual Meetings; Agenda. Annual Meetings of the Association shall be held in the month of October on a date and time selected by the Board of Directors not greater than sixty (60) days prior to the commencement of the next fiscal year. An Annual Meeting shall occur once each fiscal year.

At each Annual Meeting, Members shall be elected to the Board of Directors in accordance with the requirements of Article XI, Section 3 below. The Members may also transact other business of the Association as may properly come before them at the Annual Meetings. The order

of business at the Annual Meeting of Members shall be as follows:

- A. Calling the meeting to order;
- B. Proof of notice of meeting or waiver of notice;
- C. Determination of Quorum;
- D. Reading of minutes of the last Annual Meeting;
- E. Election of Directors;
- F. Reports of Officers;
- F. Reports of committees;
- H. Appointment of inspectors of election;
- I. Unfinished business; and
- J. New business.

Section 5. Special Meetings. The President of the Board of Directors may call a Special Meeting of the Association. In addition, it shall be the duty of the President to call a Special Meeting of the Association if directed by resolution of a majority of the Board of Directors, or upon the written request of twenty-five (25) or more Lot Owners in the Subdivision.

In the event the President of the Board of Directors fails or refuses, for any reason, to call a Special Meeting as required within seven (7) days of the request, or fails, for any reason, to convene such Special Meeting within sixty (60) days of the request, then any Owner who requested such Special Meeting shall be entitled to call and convene the same by providing notice of such meeting to all Members pursuant to Section 6 below. This provision shall in no way be construed to validate any action allegedly taken at such Special Meeting if the action was beyond the authority of the persons purporting to take such action.

Section 6. Notice of Meetings. It shall be the duty of the Secretary of the Board of Directors (or other Association Officer in the Secretary's absence) to serve a notice of each meeting of the Association upon each Owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The notice shall state the date, time, and place or electronic URL address of where the meeting is to be held, as well as purpose of such meeting.

The meeting notice shall be mailed, postage prepaid, to the Designated Voting Representative of each Owner at the address shown in the notice filed with the Association by Article X, Section 3 of this Amended and Restated Restrictions and Regulations. If the Owners have not filed a notice of Designated Voting Representative with the Association, then the Association's mailing of a meeting notice to any Owner at the Lot address in the Subdivision shall be deemed notice served. Each Owner shall be deemed to have consented to receiving notices via electronic transmission, including, without limitation, email, or text, if they provide the Association with their email address or text number, or otherwise authorize receipt of notice via another means of electronic transmission.

Section 7. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member or

alternate shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a meeting shall also be deemed waiver of notice of all business transacted at the meeting, unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 8. Quorum. Except for any provisions in this Amended and Restated Restrictions and Regulations which might require a greater quorum for meetings on certain matters, the presence in person or by proxy or written ballot of the Owners representing twenty (20) of all Lots in the Subdivision entitled to vote shall constitute a quorum at meetings of the Association. The written absentee ballot of any person furnished at or prior to any duly called meeting which said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the ballot is cast. The Board of Directors, in its discretion, may permit an Owner who is attending a meeting by means of remote communication to count towards quorum for that meeting.

Section 9. Adjournment for Want of Quorum. If any meeting of the Association cannot be held because a quorum is not in attendance, the Members who are present may adjourn the meeting to another date, time, and place. If the Board of Directors does not announce the date, time, and place for the adjourned meeting at the meeting at which the adjournment is taken, then the Association shall give proper notice of the time and place of the adjourned meeting to the Members as required by this Amended and Restated Restrictions and Regulations and the Act. At any such rescheduled meeting, the quorum requirement shall be reduced to ten (10) of all Lots in the Subdivision entitled to vote, except for voting on questions specifically provided herein to require a greater quorum.

If an Annual Meeting is adjourned for lack of quorum, the Directors who were serving on the Board of Directors prior to the date of the Annual Meeting shall continue to serve on the Board until their successors are elected at an Annual Meeting at which quorum is obtained in accordance with this Amended and Restated Restrictions and Regulations.

Section 10. Consent of Absentees. The transactions at a meeting of Members, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person, by proxy, or by written ballot, and if, either before or after the meeting, each of the Members not present in person or by proxy or by written ballot, sign a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the Association records or made a part of the minutes of the meeting.

Section 11. Minutes; Presumption of Notice. Minutes or a similar record of the proceedings of the meetings of Members, when signed by the President or Secretary of the Board of Directors, shall be presumed to evidence truthfully the matters set forth therein. The minutes taken at each meeting of the Members shall record:

- A. An explanation of each major matter discussed at the meeting;

- B. Each issue on which a vote is taken; and
- C. The number of votes for and against any matter on which a vote is taken.

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.

The Board of Directors shall distribute or make available through electronic transmission, as defined in Article I, Section 13 of this Amended and Restated Restrictions and Regulations, the minutes of the previous year's Annual Meeting minutes to the Members at least sixty (60) days prior to the date of the current year's Annual Meeting.

Section 12. Electronic Transmission of Meeting Documents and Communications.

Documents and communications related to membership meetings, including, without limitation, a notice of meeting, waiver of notice of meeting, proxy, written consent, and written ballot, may be delivered by electronic transmission, as defined in Article I, Section 13 of this Amended and Restated Restrictions and Regulations. When a document or communication is transmitted electronically, such document or communication is deemed to be delivered when it is electronically transmitted to the person entitled to receive the document or communication in a manner authorized by the Owner. An Owner will be deemed to have consented to the use of email upon providing the Association with a valid email address or to the use of texting upon providing the Association with a valid text number.

**ARTICLE X
VOTING**

Section 1. Voting Rights. Each Lot shall be entitled to one (1) vote. A Member shall be entitled to one (1) vote for each Lot owned by the Member/Owner on each matter submitted to a vote of the membership. The right to vote includes the right to sign any petitions, and the Member must be in Good Standing at the time of presentation and signature of a petition to validly sign or circulate a petition.

If a Lot is owned by more than one person or entity, the vote for such Lot shall be cast by the Member/Owner designated as the voting representative for such Lot in the notice described in Section 3 of this Article X below, or by a proxy given by such individual representative (the Lot's "Designated Voting Representative").

Section 2. Eligibility to Vote. At the request of the Board of Directors, an Owner shall present a copy of their deed or other evidence of ownership to their Lot in the Subdivision to the Board to verify their membership in the Association and eligibility to vote. If an Owner fails to provide such evidence, then the Owner shall not be entitled to vote at any Association or Board meeting until they have presented evidence of ownership of a Lot in the Subdivision to the Board.

If a Lot is owned by a corporation or other legal entity, only the officers or directors of the entity may be eligible to vote or be appointed to serve as a Designated Voting Representatives for such entity-owned Lots under Section 3 below. Land contract vendees shall be recognized as

having the right to vote any Lot subject to the land contract, unless the land contract vendor for the Lot provides the Board of Directors with a copy of the land contract expressly reserving voting privileges to the vendor. An Owner of a life estate under a ladybird deed who is residing in a Dwelling on a Lot shall have the right to exercise the voting rights for the Lot subject to such a life estate upon providing a copy of their deed or other evidence of ownership of the life estate interest to the Board of Directors, unless another party to the conveyance which created the life estate presents evidence to the Board that they are entitled to vote for that Lot.

An Owner must be in Good Standing as of the record date for such vote to be eligible to vote.

Section 3. Designation of Voting Representative. The Owners of a Lot shall file a written notice with the Association of their agreement designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Owners. The individual identified as the Designated Voting Representative under this Section 3 must be one of the Owners of the Lot that is the subject of the written notice. The Designated Voting Representative may be changed by the Owner(s) of the Lot at any time by filing a new notice in the manner herein provided.

Such written notice regarding a Designated Voting Representative shall be signed and dated by the Owners of the Lot. If a Lot is owned by two (2) persons or entities, then both Owners must sign the notice. If a Lot is owned by more than two (2) persons or entities, then the signatures of a majority of the Owners are required to designate the individual representative under this Section 3. The notice shall also state the total number of Lots in the Subdivision that are owned (in whole or in part) by each of the Owners of the Lot that is the subject of the notice.

An Owner shall provide a notice stating the name, Lot address, mailing address (if different from the Lot address), email address, and telephone number of the Designated Voting Representative of the Owner's Lot, as well as the name, mailing address, email address, and telephone number of each Owner of the Lot that is the subject of the notice.

Section 4. Voting.

A. Methods of Voting. Votes cast at an Association meeting may be in person, by proxy, or by a written absentee ballot (including ballots cast by email) duly signed by the Lot Owner or by the Lot's Designated Voting Representative who is not present at the meeting in person or by proxy. Written absentee ballots must be filed with the Secretary of the Association, or with such other person as the Association shall designate, at or before the appointed time of each Association meeting. Such filings may be made by hand delivery, mail, fax, email, or by any method permitted by the Nonprofit Corporation Act, including all methods of electronic transmission or communication permitted by the Act.

An invalid ballot, abstention, or ballot marked "abstain" with respect to any action does not constitute a vote cast on that action. A Lot Owner may not revoke a ballot received by the Association. The Board of Directors may establish procedures that enable Members or a

specified number or percentage of Members to include proposed actions in a ballot.

B. Proxies. Only an Owner in Good Standing may vote a proxy for another Owner. A proxy shall not extend beyond a period of eleven (11) months. Every proxy shall automatically cease upon the sale of the Owner’s Lot which granted the proxy.

Proxies must be filed with the Secretary of the Association, or with such other person as the Association shall designate, at or before the appointed time of each Association meeting. Such filings may be made by hand delivery, mail, fax, email, or by any method permitted by the Nonprofit Corporation Act, including all methods of electronic transmission or communication permitted by the Act.

Section 5. Majority. A majority, except where otherwise provided herein, shall consist of those Owners who represent more than fifty (50%) percent of all Lots in the Subdivision in Good Standing, and are present in person, by proxy, or by written absentee ballot at a given meeting of the Association. Whenever provided specifically herein, a super majority may be required to exceed the simple majority hereinabove set forth.

Section 6. Approval of Actions by Written Ballot without a Meeting. Any action which could be authorized at a meeting of the Members, other than the election, removal, or recall of Directors, maybe authorized without a meeting by the majority vote of the membership by written ballot in accordance with Section 408 of the Nonprofit Corporation Act. The ballot provided to the Members shall set forth each proposed action, provide an opportunity for the Members to vote for or against each proposed action, and shall specify a time by which the Association must receive a ballot to be counted as a vote of the Member. The time specified shall be not less than twenty (20) or more than ninety (90) days after the date the Association provides the ballot to the Members.

An action is considered approved by written ballot without a meeting if the total number of Members voting or the total number of Member votes cast in ballots received by the Association by the time specified in the ballots equals or exceeds the quorum required to be present at a meeting to take the action, and the number of favorable votes equals or exceeds the number of votes that would be required to approve the action at a meeting at which the number of votes cast by Members present in person, by proxy, or by written absentee ballot was the same as the number of votes cast by written ballot.

ARTICLE XI **BOARD OF DIRECTORS**

Section 1. Size and Term of Office. The Board of Directors shall be composed of seven (7) persons who shall manage the affairs of the Association, subject to the provisions regarding the Board’s discretion to fill a vacancy created by a Director’s resignation set forth in Section 8 of this Article X. Directors are elected by a plurality of the votes cast at the Annual Meeting in person, by proxy, or by written absentee ballot. A Director takes office immediately upon their election at the Annual Meeting.

The term for each Director shall be two (2) years. Directors shall serve until their successors are elected and take office at the next Annual Meeting. Directors shall serve without compensation but may be reimbursed for reasonable out-of-pocket expenses.

Section 2. Eligibility. In accordance with these Amended and Restated Restrictions and Regulations and the Act, as amended, the Association shall be governed by a Board of Directors, each of whom must be a Member of the Association. No candidate for election or appointment to the Board shall be eligible to serve (or if already elected or appointed, to continue to serve) if they are not in Good Standing, as defined in Article I, Section 15.

Only one Owner/Member per Lot shall be eligible as a candidate, notwithstanding the fact that the Lot is jointly owned by two (2) or more persons and or entities. If a Member is a *corporation*, then only a shareholder or a director thereof shall be qualified and eligible to serve as a Director on the Board of Directors. If a Member is a *partnership*, then only a partner thereof shall be qualified and eligible to serve as a Director on the Board. If a Member is a *limited liability company*, then only a member of the company thereof shall be qualified and eligible to serve as a Director on the Board. If a Member is a *Trust*, then only a present trust beneficiary thereof shall be qualified and eligible to serve as a Director on the Board. Any Member landlord who is not a corporation, partnership, limited liability company, nor a trust shall be qualified and eligible to serve as a Director only in their individual capacity, and the Tenant or agent of such landlord shall not be qualified or eligible to serve as a Director on the Board.

Section 3. Nominations. Nominations for election to the Board of Directors shall be made prior to or at the relevant Annual Meeting by Owners in Good Standing.

Section 4. Voting for Directors. Voting for the election of Directors at the Annual Meeting may be conducted in person, by proxy, or by written absentee ballot. Cumulative voting shall not be permitted. “Cumulative voting” is defined as voting conducted in any election whereby the number of votes each Lot Owner gets to cast in the election is based on the number of Directors to be elected, and the Owner is permitted to cast all their votes for one candidate.

Section 5. Powers and Duties - Generally. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of Subdivision and may perform all acts not prohibited by the Governing Documents or required to be exercised and done by the Owners. To the extent that the Governing Documents or the Nonprofit Corporation Act vest a power in the Board, such a power shall be exclusively vested in the Board and may not be exercised or assumed by the Owners (unless the Governing Documents, the Act or other applicable law expressly require that the Owners have a right to exercise or assume such a power).

The Directors have fiduciary duties to the membership, including the duty of loyalty to act only in the best interests of the Members, as well as the duties of care and good faith. The Directors shall always govern themselves and their conduct in full accordance with these fiduciary duties.

Section 6. Specific Powers and Duties. In addition to the foregoing powers and duties imposed by the Governing Documents, or any further duties which may be imposed by resolution of the Members of the Association, the Board of Directors shall be responsible specifically for the following:

A. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration and Covenant of Swiss Village East (the “Declaration”); Swiss Village East Restrictions and Regulations, dated July 24, 1970, and recorded October 19, 1970, in Liber 183, Pages 66 through 70, Antrim County Records; Swiss Village East #2 Restrictions and Regulations, dated June 16, 1971, and recorded July 19, 1971, in Liber 188, Pages 48 through 52, Antrim County Records; Swiss Village East #4 Restrictions and Regulations, dated October 4, 1972, and recorded November 13, 1972, in Liber 200, Pages 548 through 552, Antrim County Records (the “Restrictions and Regulations”), as said Declaration and Restrictions and Regulations may be amended from time to time, which shall be binding upon, and shall inure to the benefit of, each Lot within Swiss Village East Subdivision #1, Swiss Village East Subdivision #2, Swiss Village East Subdivision #3, and Swiss Village East Subdivision #4, each owner of a Lot within Swiss Village East Subdivision #1, Swiss Village East Subdivision #2, Swiss Village East Subdivision #3, and Swiss Village East Subdivision #4 (the “Owners”), the Association, and the successors and/or assigns of each Owner, and the Association;

B. To manage and administer the affairs of and to maintain and preserve, pursuant to and in accordance with the Declaration, Swiss Village East Subdivision #1, single family residential Lots 1 through 44; Swiss Village East Subdivision #2, single family residential Lots 45 through 147; Swiss Village East Subdivision #3, single family residential Lots 148 through 201; and Swiss Village East Subdivision #4, single family residential Lots 202 through 245, inclusive (the “Subdivision”);

C. To own, acquire, build, operate, and maintain recreation parks, playgrounds, commons, streets, footways, including buildings, structures, personal properties incident thereto, hereinafter referred to as “the common properties and facilities” for the benefit of the community;

D. To maintain unkempt lands or trees within the Subdivision;

E. To supplement municipal services within the Subdivision;

F. To levy, collect, and enforce payment by any lawful means, all charges and annual assessments from each Owner (the “Annual Assessments”), pursuant to an annual budget (the “Budget”) adopted by the Board of Directors of the Association (the “Board”), for the purpose of (1) operating, maintaining, improving, repairing, and replacing the common properties and facilities in the community (either directly or through a management agent or maintenance contractor engaged by the Association and (2) performing the other functions and duties assigned and/or delegate to the Association under, and in accordance with, the terms and provisions of the Declaration and Restrictions and Regulations, as they may be amended;

G. To levy, collect, and enforce payment by any lawful means, all special assessments from each Owner (the “Special Assessments”), as and when required for the maintenance of the

common properties and facilities in the community, pursuant to the terms of the Declaration and Restrictions and Regulations;

H. To open and maintain accounts with financial institutions or entities for the Association;

I. To pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all costs and reasonable attorney's fees and licenses, taxes, or governmental charges levied or imposed against the property of the Association;

J. To borrow money, and with the assent of those Owners who represent at least sixty (60%) percent of all the Lots within the Subdivision, mortgage, pledge, deed in trust, or hypothecate any or all its real or personal property as security for money borrowed or debts incurred;

K. To dedicate, sell, or transfer all or any part of the common properties and facilities in the community to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners and approved by the Custer Township Board of Trustees and/or Kearney Township Board of Trustees. No such dedication or transfer shall be effective unless an instrument has been signed by Owners representing at least fifty (50%) percent of all Lots within the Subdivision, agreeing to such dedication, sale, or transfer;

L. To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes and/or annex additional residential property and common properties and facilities;

M. To have and to exercise all powers, rights, and privileges which a corporation organized under the Nonprofit Corporation Act of the State of Michigan by law may now or hereafter have or exercise;

N. To administer and operate the Association in such a manner as required by all applicable local, state, and federal laws, including, without limitation, the National Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended), and the Michigan Civil Rights Act;

O. To carry insurance and to collect and allocate the proceeds thereof;

P. To repair and rebuild improvements owned by the Association, after casualty;

Q. To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance, and administration of the Subdivision and the Corporation;

R. To make and enforce reasonable and non-discriminatory rules and regulations concerning the use and enjoyment of the Common Properties and facilities and Lots in the Subdivision;

S. To acquire (by gift, purchase, or otherwise), own, maintain, build upon, operate, and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) and to dedicate to public use or to otherwise dispose of any real and personal property, including, without limitation, any Lot in the Subdivision, for any purpose providing a benefit to the Members of the Corporation and in furtherance of any of the purposes of the Corporation;

T. To enforce the provisions of the Declaration, the Amended and Restated Restrictions and Regulations, the Restated Articles of Incorporation, and such other Rules and Regulations of the Association as may hereinafter be adopted and amended by the Board of Directors;

U. To do anything required of or permitted to it as administrator of said Association by the Declaration, as amended;

V. To sue in all courts and to defend against any actions or suits brought against the Corporation or its Directors, Officers, or volunteers by any Member of the Corporation or by any third party, and to participate in all actions and proceedings whether judicial, administrative, arbitative, or otherwise; and

W. To resolve any threatened, potential, or existing liabilities in the best interest of the Association. The actions of the Board of Directors shall be governed by and reviewed in accord with the Business Judgment Rule;

X. 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 Association and to the accomplishment of any of the purposes thereof.

Section 7. Management Agent. 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, without limitation, the duties listed above. The Board may also delegate to such management agent any other duties or powers which are not by law or by the Governing Documents required to be performed by or have the approval of the Board or the Owners. In no event shall the Board sign a contract with a professional management agent which is longer than one (1) year in its term or which is not terminable by the Association upon sixty (60) days' written notice with or without cause, or which provides for a termination fee or penalty.

Section 8. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Members of the Association (i.e., death, resignation, termination of ownership interest in Lot) shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person appointed shall be a Director until a successor is elected at the next Annual Meeting of the Association.

In the event that a Director resigns or is deemed to resign under any provision of this Amended and Restated Restrictions and Regulations and there still remains at least three (3)

Directors on the Board after the resignation, the remaining Directors may choose, in their discretion, to either appoint a replacement Director or they may leave the Director's seat vacant until the next Annual Meeting, at which point the seat shall be filled by the Owners. When a vacancy created by a Board Member's resignation is filled at the next Annual Meeting, the person elected to fill the vacancy shall serve out the remaining year of the term of the Director who resigned or who was deemed to have resigned. For purposes of this paragraph, the "person elected to fill the vacancy" shall be the person who won the election to the Board at the Annual Meeting with the least number of votes.

Section 9. Removal or Recall of Directors. At any meeting of the Association duly called, any one or more of the Directors may be removed or recalled with or without cause by the affirmative vote of more than fifty (50%) percent of the Owners in Good Standing at such meeting, and a successor may then and there be elected to fill any vacancy thus created. Any Director whose removal or recall has been proposed by the Owners shall be given an opportunity to be heard at the meeting before the removal or recall vote is conducted.

The quorum requirement for the purpose of filling a vacancy created by removal or recall of a Director shall be the normal twenty (20) Lot requirement set forth in Article IX Section 8. All Owners in Good Standing who are present at the meeting in person, by proxy, or by absentee ballot shall be counted towards quorum for that meeting. The Board of Directors, in its discretion, may permit an Owner who is attending the meeting by means of remote communication to count towards quorum for that meeting. Voting for the removal or recall of a Director shall only be conducted at an Association meeting in person or by proxy.

Section 10. Meetings of the Board of Directors.

A. First Meeting of a New Board of Directors. The first meeting of a newly elected Board of Directors shall be held at the next regular meeting of the Board, but in no event shall the meeting be held more than thirty (30) days from the date of election. Notice of the meeting shall be given to the Directors personally or by mail, fax, telephone, email, or text at least ten (10) days prior to the date named for such meeting.

The purpose of this meeting shall be the election or appointment of Officers and such other matters as might come before the Board of Directors at a regular meeting. If the date, place, and time of the first Board meeting is set at the membership meeting at which the new Directors were elected and the majority of the Board is present at said meeting, then the Board need not provide any written notice for the first Board meeting.

After any election of new Directors at an Annual Meeting or the resignation of any Director, the Directors who are no longer serving on the Board of Directors shall turn over all minutes, financial statements, maintenance schedules, alteration/modification forms, project proposals, contracts, and all other Association records, documents, and personal property of any kind in their possession or control to the remaining and newly-elected Directors no later than the date of the first meeting of the Board (if after an Annual Meeting) or the date of next Board meeting that takes place after the Director's resignation (if after a resignation).

B. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors. At least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director personally or by mail, fax, telephone, email, or text at least ten (10) days prior to the date named for such meeting.

C. Special Meetings. Special meetings of the Board of Directors may be called by the President on at least three (3) calendar days' notice to each Director, given personally or by mail, fax, telephone, email, or text. The notice shall state the time, place, and purpose of the meeting.

Special meetings of the Board shall also be called by the President or Secretary in like manner and on like notice on the written request of one Director. In the event the President or Secretary shall fail or refuse, for any reason, to call a special meeting as required hereby within seven (7) days' notice of a request therefore, or shall fail for any reason to convene such a meeting within twenty-one (21) days of a request therefore, then the Director who requested such meeting shall be entitled to call and convene the same by providing notice of such meeting to all other Directors in accordance with this Amended and Restated Restrictions and Regulations. The written request shall state the date, location, and time of the special meeting desired by the Director who is requesting the meeting. In the event of a disagreement among Directors as to the date, place, or time at which a special Board meeting shall be held, the President shall schedule the meeting as requested by the majority of the Board Members (including the President).

D. Meetings Via Remote Communication. Directors may participate in Board of Directors meetings via telephone conference call, video/internet conferencing (e.g., Skype, Facetime, Zoom, Microsoft Teams, etc.), or by any other means of remote communication by which all persons can communicate with each other. Participation in a Board meeting by such means shall constitute being present in person at the meeting for all purposes.

E. Voting on Actions Without a Meeting. Directors may vote via email without a meeting only if all Directors concur in the action that is the subject of the vote. In such event, the vote shall have the same effect as if a meeting had been physically held. The emails containing the approvals of the action or decision of all the Directors shall be added to the minutes at the next Board meeting.

F. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by them of the time and place thereof. If all the Directors are present at any meeting of the Board, notice shall not be required, and any business may be transacted at such meeting.

G. Quorum and Voting. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the

majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. A Director will be considered present and may vote on matters before the Board if present in person or by participation in such meeting by remote means, or by any other method of giving the remainder of the Board sufficient notice of the absent Director's vote and position on any given matter; provided, however, that any vote not in writing is confirmed in writing not later than the next meeting of the Board.

If, at any meeting of the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

H. Executive Sessions. The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board to the Owners or may permit Owners to attend a portion or all of any meeting of the Board. Any Owner shall have the right to inspect, and make copies of, the minutes of the meetings of the Board; provided, however, that no Owner shall be entitled to review or copy any minutes which reference privileged communications between the Board and legal 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. The Owner shall be responsible for the Association's costs incurred in producing the requested copies.

I. Meeting Minutes. Minutes shall be taken at each meeting of the Board of Directors. Such minutes shall identify all people present during the meeting and the time present (if not present for the entire meeting); record an explanation of the subject of each matter discussed; and state each issue on which a vote is taken.

The minutes for the executive session portion of Board meetings shall be kept separately from the minutes of the regular session of such meetings. Minutes of executive sessions of Board meetings may only be disclosed to the general membership in accordance with Section 10(H) of this Article XI and Article XIV, Sections 6 and 7 of this Amended and Restated Restrictions and Regulations.

J. Electronic Transmission of Meeting Documents and Communications. Documents and communications related to Board of Directors meetings, including, without limitation, a notice of meeting, waiver of notice of meeting, written consent, written vote, and minutes, may be delivered by electronic transmission, as defined in Article I, Section 13. When a document or communication is transmitted electronically, such document or communication is deemed to be delivered when it is electronically transmitted to the Director entitled to receive the document or communication in a manner authorized by the Director. A Director will be deemed to have consented to the use of email upon providing the Association with a valid email address.

Section 11. Fidelity Bonds; Employee Dishonesty Insurance. The Board of Directors

shall require that all Directors, Officers, agents, volunteers, and employees of the Association handling or responsible for Association funds shall be covered by adequate fidelity bonds and/or employee dishonesty insurance purchased by the Association. The premiums on such bonds and insurance shall be expenses of administration of the Association. Such bonds or insurance shall not be less than the amount of the reserve funds plus one-quarter (¼) of the Annual Assessment on all Lots in the Subdivision.

Section 12. Conflicts of Interest. In the event any Director shall have any relationship or transaction with, or interest in, any person or entity with whom or which the Association may have any contractual dealings, such Director shall have an affirmative duty to disclose such relationship, transaction, or interest, in writing, to the Board of Directors at a Board meeting as soon as such contractual dealings are contemplated or initiated. The proposed contractual dealings must be fair to the Association at the time entered into, and the Director must disclose or make known to the Board all material facts of such relationship, transaction, and/or interest. If a Director has any such relationship, transaction, or interest, they shall recuse themselves from any vote taken by the Board to ratify or approve the contractual dealings.

Section 13. Committees. The Board of Directors may, by a majority vote, create such committees, including ad hoc committees, as it finds useful or necessary to the purposes of the Association. The following committees have been established:

- A. Architectural Review
- B. Financial
- C. Grounds and Maintenance
- D. Social, Communication, and Membership

Additional committees may be established for the purpose of handling such additional projects as may develop. The President of the Board of Directors shall appoint the committee members, by and with the advice and consent of the Board of Directors.

ARTICLE XII **OFFICERS**

Section 1. Designation. The Officers of the Association shall consist of a President, Vice President, Secretary, and Treasurer, all of whom shall be members of the Board of Directors and Members of the Association. The Board may, from time to time by resolution, create other Office positions. Such Officers shall hold office for such period, have such authority, and perform such duties, as the Board shall determine. Any two (2) offices except that of President and Vice President may be held by one person. Officers shall not be compensated for their services as Officers but may be reimbursed for reasonable out-of-pocket expenses.

A. President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. The President shall have all the general powers and duties which are usually vested in the office of the President of an association, including, without limitation, the power to appoint

committees from among the Members of the Association from time to time as they may, in their discretion, deem appropriate to assist in the conduct of the affairs of the Association. The President shall be an ex officio member of all committees. The President shall sign all leases, mortgages, deeds, and other written instruments; and shall co-sign all checks and promissory notes.

B. Vice President. The Vice President shall take the place of the President and perform their duties whenever the President is absent or unable to act. If neither the President nor the Vice President can act, the Board of Directors shall appoint another Member of the Board to do so on an interim basis. The Vice president shall act as Parliamentarian at all meetings. The Vice President shall also perform such other duties as required by the Board.

C. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and the minutes of all meetings of the Association. The Secretary shall have charge of such books, contracts, records, financial statements, and papers as the Board may direct; and they shall, in general, perform all duties incident to the office of the Secretary. The Secretary, or in the absence or disability of the Secretary, the Treasurer, shall sign the minutes of Board and Association meeting upon receiving approval from the Board and/or the Association, as appropriate. The Secretary shall keep appropriate current records showing the Members of the Association, together with their addresses and contact information. They shall serve notice of meetings of the Board and of the Association. The Secretary shall also perform such other duties as required by the Board.

D. Treasurer. The Treasurer shall have responsibility for the 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. Funds shall be disbursed as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board shall not be necessary for any disbursement made in the ordinary course of business within the limits of the budget then in effect. All checks, drafts, and orders for payment of money shall be signed by the Treasurer in the name of the Association and shall be countersigned by the President. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositaries as may be designated by the Board. The Treasurer shall review and oversee payment of all invoices, shall make payments in a timely manner, and shall review the monthly and annual financial statements of the Association. The Treasurer shall cause an annual audit of the Association's books to be made by an accountant at the completion of any fiscal year of the Association, if requested to do so by the Board or any ten (10) Members of the Association. The Treasurer shall prepare an annual financial statement regarding the Association and deliver a copy thereof to each Member of the Association. Such delivery may be made through Electronic Transmission, as defined in Article I, Section 13 above.

To the extent permitted by law and this Amended and Restated Restrictions and Regulations, the Treasurer's duties described herein may be delegated, in whole or in part, to a professional management agent to be performed on the Board's behalf and subject to its regular review pursuant to Article IX, Section 7 of this Amended and Restated Restrictions and Regulations.

Section 2. Election or Appointment of Officers. The election or appointment of Officers shall take place at the first meeting of the new Board of Directors. Officers shall hold office at the pleasure of the Board.

Section 3. Term of Office. Officers of the Association shall be elected or appointed annually by the Board of Directors, and each shall hold office for one (1) year unless such Officer shall sooner resign, die, be removed, or be otherwise disqualified to serve.

Section 4. Removal or Resignation of Officers. Upon affirmative vote of a majority of the members of the Board of Directors, any Officer may be removed from their office with or without cause. A successor may be elected or appointed at any regular meeting of the Board, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter is included in the notice of such meeting. The Officer proposed to be removed shall be given an opportunity to be heard at the meeting.

An Officer may resign at any time by giving written notice to the President or Secretary of the Board of Directors. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

An Officer who is removed or has resigned from their office shall remain on the Board of Directors as a Director at large, unless otherwise removed from the Board by the Members of the Association under Article X, Section 9 of this Amended and Restated Restrictions and Regulations.

Section 5. Office Vacancies. The vacancy of any office may be filled by appointment by the Board of Directors. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer they replaced.

Section 6. Miscellaneous Duties. The Officers shall have such other duties, powers, and responsibilities as may be authorized by the Board of Directors.

ARTICLE XIII
INDEMNIFICATION OF DIRECTORS, OFFICERS, AND VOLUNTEERS;
DIRECTORS' AND OFFICERS' INSURANCE

In regard to the indemnification, insurance, and protection from liability of Directors, Officers, agents, and non-Director volunteers, the Association shall be governed by this Article XII, as well as Articles VII and VIII of the Association's Restated Articles of Incorporation, which are hereby incorporated by reference, as they might be amended from time to time.

Section 1. Indemnification of Directors, Officers, and Non-Director Volunteers by the Association – Generally. The Association shall indemnify any person who was or is party or is threatened to be made a party to a threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, other than

an action by or in the right of the Association, by reason of the fact that they are or were a Director, Officer, non-Director volunteer, agent, or employee of the Association, against expenses, including attorneys' fees, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by them in connection with the action, suit, or proceeding, if the person acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the Association or its Members, was not guilty of willful and wanton misconduct or gross negligence and, with respect to a criminal action or proceeding, if the person had no reasonable cause to believe their conduct was unlawful.

The termination of an action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which they reasonably believed to be in or not opposed to the best interests of the Association or its Members and, with respect to a criminal action or proceeding, had reasonable cause to believe that their conduct was unlawful or was not guilty of willful and wanton misconduct or gross negligence; provided, however, that in the event of any claim for reimbursement or indemnification hereunder based upon settlement by the Director, Officer, or other person seeking such reimbursement or indemnification, the indemnification provided for herein shall apply only if the Board of Directors, with the person seeking reimbursement or indemnification abstaining, approves such settlement and reimbursement or indemnification as being in the best interest of the Association.

The foregoing right of reimbursement or indemnification shall be in addition to and not exclusive of other rights to which such Director, Officer, or other person may be entitled. At least ten (10) days prior to payment of any reimbursement or indemnification which it has approved, the Board shall notify all Owners thereof.

Section 2. Indemnification of Directors, Officers, and Non-Director Volunteers by the Association – Derivative Actions in the Right of the Association. The Association shall indemnify any person who was or is party or is threatened to be made a party to a threatened, pending, or completed action or suit in the right of the Association to procure a judgment in its favor by reason of the fact that they are or were a Director, Officer, non-Director volunteer, agent, or employee of the Association, against expenses, including attorneys' fees and amounts paid in settlement actually and reasonably incurred by them in connection with the action or suit, if the person acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the Association or its Members and was not guilty of willful and wanton misconduct or gross negligence.

Indemnification shall not be made for a claim, issue, or matter in which the person has been found to be liable to the Association except to the extent authorized by Section 564c of the Business Corporation Act.

Section 3. Directors' and Officers' Liability Insurance. Whether the Association would have the power to indemnify the persons under Sections 561 and/or 562 of the Michigan Nonprofit Corporation Act, the Association shall provide liability insurance for every Director, Officer, employee, non-Director volunteer, or agent of the Association for the same purposes

provided above in Sections 1 and 2, and in such amounts as may reasonably insure against any potential liability asserted against the person and incurred by the person in that capacity, or arising out of the person's status as such.

With 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 Sections 1 or 2 above and under this Section 3. To the extent, however, 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 Sections 1 or 2 above.

ARTICLE XIV **FINANCES AND RECORDS**

Section 1. Fiscal Year. The fiscal year of the Association shall be the calendar year. The commencement date of the fiscal year 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 credit unions, banks, or with insured securities brokers or invested in federally insured securities 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 designated by resolution of the Board.

Section 3. Investment of Funds. Funds of the Association may be invested from time to time in accounts or deposit certificates of such banks or credit unions as are insured by an agency of the federal government and may also be invested in interest-bearing obligations of the United States Government or in such other depositories as may be adequately insured in the discretion of the Board of Directors.

Section 4. Financial Statements. The Association shall prepare a financial statement and make it available to each Owner at least once a year, the contents of which shall be defined by the Board of Directors. The financial statement shall be made available to the Owners along with the Notice for the Annual Meeting each year. Upon receiving a written request from an Owner, the Association shall mail to the Owner its balance sheet as of the end of the preceding fiscal year, statement of income for that fiscal year, and, if prepared by the Association, its statement of source and application of funds for that fiscal year.

The Board of Directors may engage a qualified, independent certified public accountant annually to perform a review or audit of the books of account. The costs of any such audit and any accounting expenses shall be expenses of administration of the Association.

Section 5. Association Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, which shall specify the maintenance and repair expenses of the Subdivision, Common Properties, and any other expenses

incurred by or on behalf of the Association and the Owners. Such accounts and all other non-privileged Association records shall be open for inspection by the Owners and their mortgagees during reasonable business hours, subject to the other provisions of this Article and the Governing Documents generally.

Section 6. Right to Inspect Association Records. A Director of the Association may examine any of the Association’s books, records, contracts, and financial statements for a purpose reasonably related to their position as a Director. An Owner has the right to inspect the Association’s books, records, contracts, and financial statements in accordance with this Amended and Restated Restrictions and Regulations, as well as the rights and remedies afforded to Owners/Members under the Nonprofit Corporation Act (MCL 450.2487) and any other applicable law.

Any Owner desiring to view records of the Association pursuant to the Nonprofit Corporation Act (MCL 450.2487), shall tender a prior written demand to the Board of Directors describing the following aspects of the request with reasonable particularity:

- A. The purpose of the inspection;
- B. The records that the Owner desires to inspect; and
- C. How the records sought are directly connected to the purpose of the inspection.

For purposes of this Section 6, a “proper purpose” means a purpose that is reasonably related to an Owner’s interest as an Owner/Member of the Association, as further defined by the Restrictions and Regulations, the Act, and applicable common law.

An Owner/Member’s right to inspect the Association’s books, contracts, records, and financial statements under these Amended and Restated Restrictions and Regulations and all applicable laws shall be cumulative and not exclusive. An Owner may choose to exercise some or all these legal rights in their discretion, and a Member’s failure to exercise any of these rights shall not constitute a waiver of any rights. The “right to inspect” under this Section 6 includes the right of the Owner to make copies (including photographic copies of the documents inspected) and to make extracts from the records. The Association may assess the Owner a reasonable charge for the cost of any copies requested by the Owner.

Section 7. Limits on Right to Inspect Association Records. Notwithstanding the foregoing, an Owner does not have the right to inspect, copy, or make extracts of the books, records, contracts, and financial statements of the Association if the Board of Directors has made a good faith determination, in its sole discretion, that one or more of the following applies to the documents requested for inspection and copying by the Owner:

- A. The documents contain privileged communications between the Board of Directors and legal 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;
- B. The documents contain information regarding any unpaid amounts owed by a

- specific Owner (other than the requesting Owner) to the Association;
- C. Disclosure of the documents requested would impair the lawful purposes of the Association;
- D. Disclosure of the documents would impair the rights of privacy or free association of any Owner of the Association; or
- E. Disclosure of the documents may compromise or adversely affect the Association in any pending or threatened legal proceedings.

Section 8. Record Retention and Destruction. The Board of Directors shall adopt a Record Retention and Destruction Policy to govern the keeping and proper disposal of the Association’s records. The Policy shall address, at a minimum, the different types of records to be kept by the Association and the required length of time for the keeping of such records, as well as their permitted disposal. The Policy may also delegate record keeping and disposal functions to the Association’s managing agent, if any, to the extent such delegation is permitted by law and this Amended and Restated Restrictions and Regulations.

ARTICLE XV COMPLIANCE

The Association of Owners and all present or future Owners, Tenants, Non-Owner Occupants, land contract purchasers, guests, licensees, invitees, and any other persons acquiring an interest in or using the facilities of the Subdivision, its Common Properties, or any Lots within the Subdivision in any manner are subject to and shall comply with the Nonprofit Corporation Act and the Governing Documents, as amended. The mere acquisition, occupancy, or rental of any Lot or Dwelling, or an interest therein or the utilization of or entry upon the Subdivision premises, Lots, Dwellings, and/or Common Properties therein shall signify that the Governing Documents are accepted and ratified.

ARTICLE XVI ENFORCEMENT AND REMEDIES

Section 1. Remedies – Generally. The Association and any Owner shall have the right to enforce, by proceedings at law or in equity, all covenants, conditions, restrictions, reservations, liens, and charges now or hereafter imposed by the provisions of the Association’s Governing Documents. Failure by the Association or any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver thereof or a waiver of any right to enforce the same at any time thereafter.

Any default by an Owner under any provision of the Governing Documents shall entitle the Association or another Owner or Owners to any and all relief stated in this Article XV. An Owner not in Good Standing shall not be entitled to do any of the following with respect to the Association:

- A. Use any of the Common Properties;
- B. Sign any petitions;

- C. Vote at any Association or Board meeting;
- D. Act as an inspector of any elections;
- E. Run for election or be nominated to serve on the Board of Directors;
- F. Continue serving on the Board of Directors (if already elected or appointed before the delinquency or default arose);
- G. Be appointed as a Director to fill a vacancy on the Board;
- H. Be appointed as an Officer of the Association (or continue to serve as an Officer, if already appointed before the delinquency or default rose); or
- I. Serve on any committee.

This provision shall not, however, operate to deprive any Owner of ingress and egress to and from the Subdivision or the Owner's Lot.

Section 2. Nonpayment of Assessments – Foreclosure of Liens. In addition to any other remedies available, the Association may enforce collection of delinquent Assessments by a suit at law for a money judgment or by foreclosure of the lien that secures payment of Assessments, or both, in accordance with this Amended and Restated Restrictions and Regulations. No Owner may assert in an answer or set-off to a complaint brought by the Association for nonpayment of Assessments, the fact that the Association or its agents have not provided services or management to the Owner.

In the event of default by any Owner in the payment of any portion of any Assessment levied against the Owner's Lot, or any other obligation of an Owner that, according to this Amended and Restated Restrictions and Regulations, may be assessed to and collected from the responsible Owner, the Association shall have the right to declare all unpaid portions of any Assessment immediately due and payable.

A. Foreclosure Proceedings. Each Owner, and every other person who from time to time has any interest in the Subdivision, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien which might arise against an Owner's Lot under Article V or any other provision of this Amended and Restated Restrictions and Regulations either by judicial action or by advertisement. 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 herein by reference for the purpose of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Owner and every other person who from time to time has any interest in the Subdivision, shall be deemed to have authorized and empowered the Association to sell or to cause the Lot to be sold with respect to which the Assessment(s), is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law.

Each Owner of a Lot in the Subdivision acknowledges that at the time of acquiring title to such Lot, the Owner was notified of the provisions of these Amended and Restated Restrictions and Regulations. The Association, acting on behalf of all Owners, may bid in at the foreclosure sale, and acquire, hold, lease, mortgage, or convey the Lot.

B. Notice of Action. Notwithstanding the foregoing, a judicial foreclosure action shall not be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Owner(s) at their last known address of a written notice that a portion or all of the Annual Assessment and/or a Special Assessment levied against the pertinent Lot is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing.

Such written notice shall be accompanied by or in the form of a written Affidavit of an authorized representative of the Association that sets forth:

- (1) The Affiant's capacity to make the Affidavit;
- (2) The authority for the lien,
- (3) The amount outstanding, exclusive of interest, costs, attorney fees and future Assessments;
- (4) The legal description of the subject Lot; and
- (5) The name(s) of the Owner(s) of record.

The Affidavit may contain other information that the Association considers appropriate including, without limitation, the amount of any unpaid interest, costs, attorney fees, future Assessments, and court costs. Such Affidavit shall be recorded in the office of the Antrim County Register of Deeds prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing to the Owner. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law.

In the event the Association elects to foreclose the lien by advertisement, the Association shall notify the Owner and shall inform the Owner that they may request a judicial hearing by suing the Association.

C. Expenses of Collection. The expenses incurred in collecting unpaid Assessments, including interest, costs, unpaid fines, actual attorney's fees (including pre-litigation attorney's fees and costs, and not limited to statutory fees), late charges, and advances for taxes or other liens paid by the Association to protect its lien, if any, shall be chargeable to the Owner in default, and shall be secured by the lien on the Owner's Lot.

Section 3. Default of an Owner. Any default of the Governing Documents by an Owner, Non-Owner Occupant, or guest, shall entitle the Association or another Owner to the following relief:

A. Legal Action. Failure to comply with any of the terms and provisions of the Association's Governing Documents shall be grounds for relief, which may include, without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of obligations or Assessments owed to the Association), or any combination

thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Owner or Owners.

B. Recovery of Costs and Legal Fees. In the event of a default of an Owner or Non-Owner Occupant, or guest, the Association shall be entitled to recover from the Owner and Non-Owner Occupant, or guest, the pre-litigation costs and attorney fees incurred in obtaining their compliance with the Governing Documents. The Association may assess such amounts to the Owner in default in the same manner as other Assessments under Article V of this Amended and Restated Restrictions and Regulations.

In any proceeding arising because of an alleged default by an Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees and costs (not limited to statutory fees) as may be determined by the Court. The Association, if successful, shall also be entitled to recoup the costs and attorney's fees incurred in defending any claim, counterclaim, or other matter from the Owner asserting the claim, counterclaim, or other matter.

C. Removal and Abatement. The violation of any of the provisions of the Governing Documents shall also give the Association, or its duly authorized agents, the right, in addition to the rights set forth above, to enter upon the Common Properties, or onto any Lot, where reasonably necessary, and summarily remove and abate, at the expense of the Owner in violation, any structure, thing, or condition existing or maintained contrary to the provisions of the Governing Documents; provided, however, that judicial proceedings shall be instituted before items of construction are altered or demolished pursuant to this Subsection. This provision shall not be construed to authorize entry by the Association into the interior of any Dwelling or building on the Owner's Lot.

The Association shall have no liability to any Owner arising out of the exercise of its removal and abatement power authorized herein. The Association may assess any and all expenses, attorney's fees, and costs incurred arising out of or relating to the removal or abatement in the same manner as Assessments under Article V of this Amended and Restated Restrictions and Regulations.

D. Assessment of Fines. The violation of any of the provisions of the Governing Documents by any Owner, in addition to the rights set forth above, shall be grounds for assessment of monetary fines against the Owner by the Association, acting through its Board of Directors. The Owner shall be deemed responsible for such violations, whether they occur because of their personal actions or the actions of their family, guests, Non-Owner Occupants, Tenants, or any other person admitted through such Owner to the Property. Nothing in this Article XV shall be construed as to prevent the Association from pursuing any other remedy under the Governing Documents and the Act or other applicable law for such violations, or from combining a fine with any other remedy or requirement to redress any violation.

The Board of Directors, without the necessity of an amendment to this Amended and Restated Restrictions and Regulations may, in its sole discretion, make changes to any of the

finer stated herein (including, without limitation, indexing and adjusting such fines to the rate of inflation), to the periodicity of fines, and may adopt alternative fines in accordance with duly adopted Rules and Regulations promulgated in compliance with this Amended and Restated Restrictions and Regulations. The Board shall provide prior written notice to the Owners of the adoption of any such rules or regulations changing the fine amounts or the periodicity of fines in accordance with this Amended and Restated Restrictions and Regulations.

Upon any violation or default of the Governing Documents being alleged by the Board of Directors, the procedures outlined in the following Subsections below shall be followed.

(1) **Notice - Generally.** All Notices regarding violations (“Notices”) shall include a description of the factual nature of the alleged offense, reference of the corresponding provision of the Governing Documents, and what is required to correct the alleged violation. All Notices and other correspondence regarding violations and fines shall be sent by first-class mail (postage prepaid), email, or personally delivered to the representative of the Owner at the address as shown in the notice required to be filed with the Association pursuant to Article X, Section 3 of this Amended and Restated Restrictions and Regulations. Notices of alleged violations which are not ultimately upheld by the Board of Directors will remain on file for continuity of policy and historical purposes but shall not be counted in the fine schedule or for the purpose of imposing any subsequent fines upon the Owner.

(2) **Courtesy Notification.** The first correspondence regarding an alleged violation or default of the Governing Documents may be a *courtesy notification* and may provide the Owner an opportunity to correct the alleged violation within thirty (30) calendar days from the date of the courtesy notification. Failure to correct the alleged violation within the 30-day period will result in further action by the Board of Directors, including formal violation Notices and corresponding fines.

(3) **First Violation Notice with Opportunity to Defend.** A *First Violation Notice* shall provide the Owner with an opportunity to address the Board of Directors and to offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next regularly scheduled meeting or at a special meeting held at the Board’s earliest convenience, but in no event shall the hearing take place fewer than ten (10) days from the date of the First Violation Notice.

(4) **Default.** Failure of an Owner to respond to the First Violation Notice in writing within thirty (30) days of the date of the First Violation Notice, or the Owner’s failure to attend a scheduled hearing before the Board of Directors on such alleged violation shall result in the alleged violation being upheld by default.

(5) **Hearing and Decision.** If, after hearing the response of the Owner and reviewing the matter, the Board of Directors determines, by majority vote of a quorum of the Board, that the alleged violation did not occur, the matter will be dismissed. If the Board determines that a violation did occur but was corrected prior to the hearing, the Board may waive the corresponding fine and dismiss the matter. If the Board determines that a violation did occur,

the Board may levy the corresponding fine identified in Subsection 3(D)(8) below against the Owner’s Lot.

If the Board of Directors determines that a violation did occur but cannot be corrected expeditiously due to weather, lack of materials or labor, unforeseen circumstances, or Acts of God, the Board may grant an extension for the violation to be corrected. If the violation is not corrected or if the Owner fails to notify the Board in writing that the violation has been corrected within the terms of the extension, the Board may levy the corresponding fine identified in Subsection 3(D)(8) below against the Owner’s Lot.

The decision of the Board of Directors regarding the First Violation Notice shall be made in the exercise of its business judgment, shall be final, and may not be appealed. The Board shall issue a written notice of its decision within ten (10) days after the hearing. The Board’s Decision Notice shall indicate that the Owner has thirty (30) days from the date of the Notice to correct the violation, in order to avoid a Second Violation Notice and corresponding fine. If the violation is corrected within thirty (30) days from the date of the Board’s decision notice, the Owner must notify the Board in writing of that fact. The matter will then be dismissed.

(6) **Second and Third Violation Notices.** If the violation is not corrected or if the Owner fails to notify the Board of Directors in writing that the violation has been corrected within thirty (30) days from the date of the Board’s Decision Notice, a Second Violation Notice will be issued, and the corresponding fine identified in Subsection 3(D)(8) below will be levied against the Owner’s Lot. Subsequent Violation Notices will be issued, and corresponding fines will be levied if the violation is not corrected within thirty (30) days from the date of the previous Violation Notice.

(7) **Fourth and Subsequent Violation Notices.** After the Fourth Violation Notice has been issued, additional Violation Notices regarding an uncorrected violation may be sent to an Owner every thirty (30) days, or as often as determined by the Board of Directors, with a \$100.00 fine being levied every thirty (30) days until the Owner has notified the Board in writing that the violation has been corrected.

(8) **Fine Amounts.** Upon a determination that a violation of any of the provisions of the Governing Documents has occurred and has not been corrected, the following fines may be levied:

First Violation	No fine shall be levied
Second Violation	\$25.00 fine
Third Violation	\$50.00 fine
Fourth and Subsequent Violations	\$100.00 fine

The fines levied pursuant to this Subsection 3(D)(8) are cumulative and shall be assessed against the Owner’s Lot. The fines shall be due and payable thirty (30) calendar days from the date of the notice of fine sent to the Owner. Failure to pay the fine will subject the Owner to all liabilities set forth in the Governing Documents including, without limitation, those

described in these Amended and Restated Restrictions and Regulations for non-payment of Assessments.

E. Reporting an Alleged Violation. Notices may be issued immediately to an Owner for any alleged violation that comes to the attention of the Board of Directors. Owners who desire to bring an alleged violation to the attention of the Board must submit a written complaint regarding the alleged violation to the Board via the Association’s website, email, or P.O. Box. The complaint should include all information that might be relevant to the alleged violation, including, without limitation, an adequate description of the nature of the alleged violation, specific dates, times, names, addresses, the location where the alleged violation occurred, pictures, as well as any other pertinent details. The name, address, email address, and telephone number of the Owner alleging a violation must be included in the written complaint to the Board of Directors. Notices sent by the Association to the alleged violator will not cite the name of the complainant; however, the complainant may be asked to appear at a hearing as a witness if the alleged violation is disputed.

Section 4. Failure to Enforce Rights. The failure of the Association or of any Owner to enforce any right, provision, covenant, or condition which may be granted by the Governing Documents shall not constitute a waiver of the right of the Association or of any such Owner to enforce such right, provision, covenant, or condition in the future.

Section 5. Cumulative Rights and Remedies. All rights, remedies, and privileges granted to the Association or any Owner under any terms, provisions, covenants, or conditions of the Governing Documents, in law or equity, shall be cumulative and not exclusive. The exercise of any one or more of these rights, remedies, or privileges by the Association or by an Owner shall not in any way constitute an election of remedies, nor shall it preclude the party from exercising any other rights, remedies, or privileges which may be available to such party under the Governing Documents, at law, or in equity.

Section 6. Owner’s Right to Enforce the Governing Documents. An Owner may maintain an action against the Association and its Directors and Officers to compel such persons to enforce the terms and provisions of the Governing Documents. An Owner may maintain an action against any other Owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Governing Documents, the Act, or any other applicable law.

An Owner who is the prevailing party in any dispute between an Owner and the Association or its Directors or Officers may recover their reasonable attorneys’ fees and costs incurred in the dispute, subject to all the following conditions and limitations:

- A. The Owner’s right to recover attorney’s fees and costs from the Association or its Directors or Officers shall not apply to any fees or costs incurred by the Owner which arise out of or relate to any action or effort by the Association to collect any unpaid Assessments or other amounts owed or alleged to be owed by the Owner to the Association, regardless of whether the Owner prevailed on a claim or defense

- against the Association or its Directors or Officers over such matter;
- B. The Owner may not recover any pre-litigation attorney’s fees or costs; and
 - C. The Owner’s claim or action for which the attorney’s fees or costs were incurred involved at least one of the following types of claims or disputes:
 - (1) A dispute over the enforcement or interpretation of the Governing Documents;
 - (2) A claim by the Owner to enforce a legal right that they have under the Act, or other applicable law; or
 - (3) A claim by the Owner brought against the Association’s Directors or Officers, including, without limitation, a tort claim which arises out of or relates to any action or inaction taken by the Director or Officer while acting in their capacity as Director or Officer on behalf of the Association.

ARTICLE XVII

DURATION AND AMENDMENTS

Section 1. Duration. The covenants, conditions, restrictions, and agreements of this Amended and Restated Restrictions and Regulations, as further amended, shall continue in full force and effect, and shall run with and bind the Lots and Common Properties, and shall inure to the benefit of, and be enforceable by the Association, or any Owner, their respective legal representatives, heirs, successors, and/or assigns until or unless the Amended and Restated Restrictions and Regulations is terminated, pursuant to Section 6 below.

Section 2. Proposed Amendments. All proposed amendments to this Amended and Restated Restrictions and Regulations that are approved in accordance with the requirements stated in this Article XVI, Section 4 shall take immediate effect upon their recording with the Register of Deeds.

Amendments to this Amended and Restated Restrictions and Regulations may only be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors, or by a written instrument signed by Owners representing at least one-third ($\frac{1}{3}$) in number of all Lots in the Subdivision. The Association shall be required to provide prior written notice to all of the Owners of Lots in the Subdivision of the text of any and all proposed amendments to this Amended and Restated Restrictions and Regulations at least ninety (90) days before a vote of the membership may be held on the amendments. Such notice may be made through Electronic Transmission, as defined in Article I, Section 13 above.

No amendment to this Amended and Restated Restrictions and Regulations may do the following:

- A. Eliminate the eligibility of any Owner to vote, or change the basis for voting;
- B. Purpose to have any retroactive effect;
- C. Change the restriction on freeboard structures contained in Article VIII, Section 6;
- D. Limit or eliminate, generally, the right of Owners to use and enjoy the Common Properties and Roadway, as specified and defined in the Amended and Restated

Restrictions and Regulations.

All amendments affecting the Common Properties or Roadway shall be subject to the approval of Custer Township or Kearney Township, as required.

Section 3. Membership Meetings Regarding Amendments. The Board of Directors may, in its sole discretion, call a meeting of the membership to discuss and review any proposed amendment with the Owners that would require a vote of the Owners under these Amended and Restated Restrictions and Regulations. The actual vote on the amendments may (but need not) take place at this same membership meeting. The quorum requirement for such a meeting, if one is called, shall be the same as the quorum requirement set forth in Article X Section 8, and may be met by in person, proxy, or written ballot.

Section 4. Voting by Written Ballot. The covenants, conditions, restrictions, and agreements of this Amended and Restated Restrictions and Regulations may be amended at any time with the approval of more than fifty (50%) percent of all Lots in the Subdivision (Swiss Village East #1, Swiss Village East #2, Swiss Village East #3, and Swiss Village East #4). Such approval may be evidenced by a written instrument signed by the Owners of the aforesaid number of Lots in the Subdivision in total, or via a vote taken by written ballot, either at or outside of a meeting of the membership.

The written ballots, instruments, or consents which indicate the Lot Owners' approval of the amendments need not be notarized. As long as the ballot, instrument, and/or consent used for the vote on the amendments requires the Owner who signs the document to represent that they are the Owner or the Lot's Designated Voting Representative, the document need not be signed by all Owners of the Lot. In such event, the signature of the Lot's Designated Voting Representative shall be sufficient to indicate that approval of the amendments by the Lot's Owners has been received.

Notwithstanding any other provision of this Amended and Restated Restrictions and Regulations, the Association may conduct an Owner vote on proposed amendments solely by written ballot under Section 408 of the Nonprofit Corporation Act and this Amended and Restated Restrictions and Regulations as long as at least one (1) meeting of the membership has been held to discuss and review the proposed amendments prior to the written ballot vote.

Section 5. Effective Date. As indicated in the Recitals above and in accordance the First Amendment to Swiss Village East Restrictions and Regulations, the First Amendment to Swiss Village East #2 Restrictions and Regulations, and the First Amendment to Swiss Village East #4 Restrictions and Regulations, this Amended and Restated Restrictions and Regulations dated _____, 2024 shall be effective upon the date of recording with the Antrim County Register of Deeds.

A copy of each amendment to the Amended and Restated Restrictions and Regulations shall be distributed to the Owners via regular mail or email after adoption and recording with the Antrim County Register of Deeds; provided, however, that any amendment to the Amended and

Restated Restrictions and Regulations adopted in accordance with this Article XVI shall be binding upon all persons who have an interest in the Subdivision, regardless of whether such persons actually receive a copy of the amendment.

Section 6. Termination. These Amended and Restated Restrictions and Regulations may only be terminated upon the written approval of those Owners who represent at least seventy-five (75%) percent of all Lots in the Subdivision. Such approvals may only be obtained by the voting methods set forth in Section 4 above.

ARTICLE XVIII

OTHER GENERAL PROVISIONS

Section 1. Applicability of Township Ordinances. The Subdivision, Association, and Owners are subject to the ordinances of Custer Township and Kearney Township, and the terms and conditions of such ordinances shall govern the Subdivisions, anything herein to the contrary notwithstanding.

Section 2. Insurance Proceeds. All proceeds of any insurance maintained with respect to any assets of the Association, the Common Properties, and all proceeds of any condemnation proceedings or sales in lieu of condemnation relating to the assets of the Association, or the Common Properties shall be paid to the Association and shall be the property of the Association and not of its Members or any other persons or entities.

Section 3. Appointment of Association as Attorney in Fact. All Owners, their successors and assigns hereby irrevocably appoint the Association and its Board of Directors as their agent and attorney in fact for the purpose of executing any document necessary to allow Association to do anything which the Association is entitled to do under the terms of this Amended and Restated Restrictions and Regulations.

Section 4. Transfer of Rights and Powers. Declarant Mid-West Resort Properties, Inc. reserved the unequivocal right to assign to the Association, in whole or in part, from time to time, any or all the rights, powers, titles, easements, and estates reserved by, or given to, the Declarant, including, without limitation, any right or power to approve or disapprove any use, act, proposed action, or other matter or thing. Any such transfer or assignment shall be made by appropriate written instrument, recorded among the records of the Antrim County Register of Deeds, and such assignee shall have the same rights and powers, and be subject to the same obligations and duties as given and reserved to and assumed by Declarant in connection with the rights, powers, and easements so assigned, and such instrument, when executed by such assignee, shall, without further act, release the Declarant from all obligation, duty, and liability in connection therewith.

Section 5. Captions. The captions contained in this Amended and Restated Restrictions and Regulations are for convenience and reference purposes only, and shall not add to or detract from, nor in any way expand or limit the content of the Articles and Sections set forth herein.

before me, a notary public on ____ day of _____, 2024, by _____, known to me to be the President of the Swiss Village East Property Owners Association, Inc., a Michigan nonprofit corporation, and that he has executed this Amended and Restated Restrictions and Regulations as his own free act and deed on behalf of the Corporation.

Notary Public

County, Michigan
My commission expires: _____
Acting in the County of _____

PREPARED BY and WHEN RECORDED RETURN TO:

Tracy N. Danner-Bond (P58037)
Hirzel Law, PLC
37085 Grand River Avenue, Suite 200
Farmington, Michigan, 48335
(248) 478-1800

EXHIBIT B

[WRITTEN CONSENTS OF APPROVAL FOR THE AMENDMENT]

DRAFT