



RECEIVED

2021 SEP -3 PM 2:31

COUNTY OF KALAMAZOO

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

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

RECITALS

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

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

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

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

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

AMENDMENTS

1. Article II, Section 10 of the Bylaws

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

Section 10.

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

2. Article III, Section 2 of the Bylaws

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

Section 2.

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

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

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

Section 4.

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



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

Section 5.

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

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

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

Section 1.

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

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

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

Section 2.

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

5. Article V, Section 1 of the Bylaws

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

Section 1.

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

6. Article VI, Section 1 of the Bylaws

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

Section 1.

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

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

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

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

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

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

PRESIDENT

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

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

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

TREASURER

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

10. Article IX of the Bylaws

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

ARTICLE IX

Committees

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

11. Article XII of the Bylaws

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

ARTICLE XII

Corporate Seal

DELETED

12. Article XIII, Section 1 of the Bylaws

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

Section 1.

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

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

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

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

By: _____

Name: _____

Its: President

John D. Menning

STATE OF MICHIGAN)
) ss
COUNTY OF Kalamazoo)

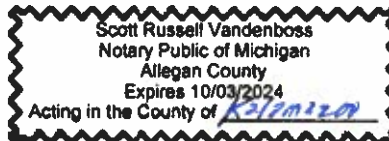
On this 2 day of September, 2021, the foregoing instrument was acknowledged before me by John D. Menning the President of Hunter's Run Association, Inc., a Michigan nonprofit corporation, on behalf of and by authority of the corporation.

Scott Russell Vandeboss
Notary Public,

Allegan County, Michigan

My Commission Expires: 10/3/24

Acting in Kalamazoo County, Michigan



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





RECEIVED

2021 SEP -3 PM 2:31

COUNTY OF KALAMAZOO

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

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

RECITALS

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

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

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

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

AMENDMENTS

1. Article I, Section 9 of the Declaration

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

Section 9.

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

2. Article III, Section 3 of the Declaration

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

Section 3.

STANDING GOVERNING COMMITTEE OF THE SINGLE-FAMILY HOMES.

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

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

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

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

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

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

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

3. Article IV, Section 2 of the Declaration

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

Section 2.

PURPOSE OF ASSESSMENTS.

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

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

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

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

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

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

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

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

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

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

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

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

5. Article IV, Section 4 of the Declaration

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

Section 4.

SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS

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

6. Article V, Section 1 of the Declaration

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

Section 1.

ARCHITECTURAL CONTROL

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

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

7. Article V, Section 3 of the Declaration

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

Section 3.

NATURAL GROWTH

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

8. Article V, Section 5 of the Declaration

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



Section 5.

REMEDIES FOR VIOLATIONS: INVALIDATIONS

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

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

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

B. Costs Recoverable from Owner.

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

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

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



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

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

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

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

D. Assessment of Fines.

1. General.

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

2. Procedures.

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

(a). Notice.

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

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

(b). Hearing.

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

(c). Hearing and Decision.

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

3. Fines.

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

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

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



4. Collection.

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

9. Article VI, Section 2 of the Declaration

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

Section 2.

DURATION: AMENDMENT

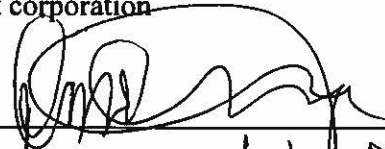
The covenants and restrictions of this Declaration shall run with and bind the land but may be amended by affirmative vote of sixty-six and two-thirds (66 2/3%) percent of all the outstanding votes held by the members of the Association and by the affirmative vote of sixty-six and two-thirds (66 2/3%)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

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

[SIGNATURE ON FOLLOWING PAGE]

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

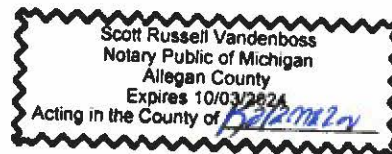
**Hunter's Run Association, Inc., a Michigan
nonprofit corporation**

By: 
Name: John D. Meninga
Its: President

STATE OF MICHIGAN)
) ss
COUNTY OF Kalamazoo)

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


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



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

