

6
ZDAN

2023-0028059
FILED/SEALED FOR RECORD IN
OTTAWA COUNTY, MI
JUSTIN F. ROEBUCK
COUNTY CLERK/REGISTER OF DEEDS
11/01/2023 AT 11:37 AM
30.00

**FIRST AMENDMENT TO
THE DECLARATION OF BUILDING AND USE RESTRICTIONS AND PROTECTIVE
COVENANTS FOR HIDDEN LAKE WEST**

On October 20, 2022, B.A.T. Development Group, LLC, a Michigan limited liability company, of 6601 Wilshere Drive, Jenison, Michigan 49428 (the "Developer"), recorded with the Ottawa County Register of Deeds under Instrument Number 2022-0036672 certain Building and Use Restrictions and Protective Covenants For Hidden Lake West dated September 21, 2022 (the "Initial Restrictions").

B.A.T. Development Group, LLC, desires to amend the Initial Restrictions as contained herein. This First Amendment was approved by a written agreement executed by two-thirds of lot owners and the Developer pursuant to Section 11.2 of the Initial Restrictions. The primary purpose of this amendment is to provide for the creation of a homeowners' association.

No interest in real estate being conveyed hereby, no revenue stamps are required.

The Initial Restrictions are amended as follows:

1. The Recitals to the Initial Restrictions, being the first three paragraphs, are deleted in their entirety and replaced as follows:

RECITALS

WHEREAS, B.A.T. Development Group, LLC, a Michigan limited liability company, of 6601 Wilshere Drive, Jenison, Michigan 49428 (hereinafter referred to as B.A.T. Development), owns land located in Georgetown Township, Ottawa County, Michigan, described as follows:

Lots 1 through 39, Hidden Lake West, part of the NW Fractional 1/4, Section 18, T6N, R13W, Georgetown Township, Ottawa County, Michigan, according to the recorded plat thereof.

WHEREAS, B.A.T. Development, (the "Developer"), hereby for themselves, their assigns, and heirs, record among the land records and make part of the terms and conditions of any deed or deeds executed or recorded hereafter, the following restrictions and covenants which shall run with the land.

6
ZDAN

**FIRST AMENDMENT TO
THE DECLARATION OF BUILDING AND USE RESTRICTIONS AND PROTECTIVE
COVENANTS FOR HIDDEN LAKE WEST**

On October 20, 2022, B.A.T. Development Group, LLC, a Michigan limited liability company, of 6601 Wilshere Drive, Jenison, Michigan 49428 (the "Developer"), recorded with the Ottawa County Register of Deeds under Instrument Number 2022-0036672 certain Building and Use Restrictions and Protective Covenants For Hidden Lake West dated September 21, 2022 (the "Initial Restrictions").

B.A.T. Development Group, LLC, desires to amend the Initial Restrictions as contained herein. This First Amendment was approved by a written agreement executed by two-thirds of lot owners and the Developer pursuant to Section 11.2 of the Initial Restrictions. The primary purpose of this amendment is to provide for the creation of a homeowners' association.

No interest in real estate being conveyed hereby, no revenue stamps are required.

The Initial Restrictions are amended as follows:

1. The Recitals to the Initial Restrictions, being the first three paragraphs, are deleted in their entirety and replaced as follows:

RECITALS

WHEREAS, B.A.T. Development Group, LLC, a Michigan limited liability company, of 6601 Wilshere Drive, Jenison, Michigan 49428 (hereinafter referred to as B.A.T. Development), owns land located in Georgetown Township, Ottawa County, Michigan, described as follows:

Lots 1 through 39, Hidden Lake West, part of the NW Fractional 1/4, Section 18, T6N, R13W, Georgetown Township, Ottawa County, Michigan, according to the recorded plat thereof.

WHEREAS, B.A.T. Development, (the "Developer"), hereby for themselves, their assigns, and heirs, record among the land records and make part of the terms and conditions of any deed or deeds executed or recorded hereafter, the following restrictions and covenants which shall run with the land.

NOW THEREFORE, it is hereby declared that the Lots will be subject to the following conditions, reservations, restrictions, covenants, terms, and provisions (collectively the "Restrictions").

2. A Section XII is added as follows:

XII. HOMEOWNERS ASSOCIATION

12.1 Hidden Lake West Homeowners Association. Articles of Incorporation for the Hidden Lake West Homeowners Association, a Michigan nonprofit corporation (the "HOA") have been or will be filed with the State of Michigan. Every owner of Lots 1 through 39 by the acceptance of a deed or a land contract for a deed will thereby automatically become a member of the HOA. The owner of each Lot will collectively have one vote for each Lot owned by voting HOA members such as electing the Board of Directors. This HOA will be responsible for the duties given herein and for the general management, operation and administration of the Hidden Lake West plat as described in the Recitals above.

12.2 Membership:

- (a) Membership in the HOA shall be mandatory for all owners of Lots 1 through 39. No other person or entity shall be entitled to membership, except lot owners in future phases of Hidden Lake West, as may be determined by the Developer. The terms of membership for any other persons shall be identical to those set forth herein.
- (b) When voting, a representative of each Lot Owner shall be entitled to one vote for each Lot owned.
- (c) There shall be an annual meeting of the members of the HOA for election of directors and any other business pertinent to the HOA. Other meetings may be called as provided for in the HOA Bylaws.
- (d) The presence in person of 35% in number of the Lot Owners qualified to vote shall constitute a quorum for holding a meeting of the HOA. The written vote of any member on a specific issue furnished at or prior to any duly called meeting shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.
- (e) A majority shall consist of more than 50% of those qualified to vote and present in person or by proxy (or by written vote if applicable) at a given meeting of the members of the HOA.
- (f) The HOA shall keep detailed books of account showing all receipts and expenditures which shall specify the maintenance, repair, and improvement expenses and any other expenses incurred by or on behalf of the HOA.

12.3 Board of Directors:

- (a) The affairs of the HOA shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the HOA (unless

appointed by the Developer). The number, terms of office, manner of election, removal and replacement, meetings, quorum, and other voting requirements, and other duties or provisions of or relating to directors shall be provided by the HOA Bylaws, provided that the Developer shall appoint a majority of the Directors until 75% of Lots have been sold by the Developer.

- (b) The Board of Directors of the HOA shall have all powers and duties necessary for the administration of the affairs of the HOA as outlined in the HOA Bylaws and as follows:
- (1) To manage and administer the affairs and maintenance of the HOA by itself or through the hiring of outside contractors.
 - (2) To levy and collect Assessments against and from the members of the HOA and to use the proceeds thereof for the purposes of the HOA; to enforce Assessments through liens and foreclosure proceedings where appropriate.
 - (3) To build, install, and maintain landscaping and a sign or signs near the entryway(s) or access point(s) leading to the Lots;
 - (4) To build, install, and maintain a drive approach to the centralized mailboxes serving the Lots;
 - (5) To install and maintain a sidewalk and landscaping in the 48th Avenue Right of Way adjoining Lots 10-18 and 20-21;
 - (6) To carry insurance and to collect and allocate the proceeds thereof.
 - (7) To contract for and employ persons or business entities to assist in management, operation, maintenance, and administration of the HOA.
 - (8) To make reasonable regulations affecting Lot Owners concerning common area and Lot use by them and their guests and invitees and to enforce these Restrictions and any regulations by all legal methods, including, but not limited to, imposition of fines and late payment charges, or legal proceedings.
 - (9) To own, maintain, and improve, and to buy, sell, convey, assign, mortgage, or lease any real and personal property, including, but not limited to, easements, rights of way, licenses, or any other real property, whether or not contiguous to the development, for the purpose of providing benefit to its members and in furtherance of any of the purposes of the HOA.
 - (10) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the HOA, and to secure the same by mortgage, pledge, or any other lien on property owned by the HOA; provided however, that any such action shall also be approved by affirmative vote of more than 60% of all of the members of the HOA.
 - (11) To establish such committees as it deems necessary, convenient, or desirable and to appoint persons thereto for the purposes of implementing the administration of the HOA and to delegate to such committees any functions or responsibilities which are required to be performed by the Board.

8.4 Budget and Assessments:

- (a) As a member of the HOA, Lot Owner, by acquiring legal or equitable title, agrees for him/herself, his/her heirs, successors, and assigns, to pay to the HOA any dues, assessments, charges, costs, or fines as may be levied by the HOA for any lawful purpose. No Lot Owner may waive liability for assessments provided for herein by nonuse of any HOA common areas or the abandonment of his or her lot. The Board of Directors of the HOA shall establish an annual budget in advance for each fiscal year, and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management, and maintenance of the HOA, including a reasonable allowance for contingencies and reserves.
- (b) Any assessment or other charge of the HOA not paid on or before the due date established by the HOA shall be considered as being in default and shall bear interest at the highest rate permitted by law. Such assessment or other charge, plus interest, and all costs incurred by the HOA in connection with the collection of any such charge, including reasonable attorney fees, shall be collectible by the HOA and shall constitute a continuing lien upon every Lot owned by the Lot Owner responsible therefor. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.
- (c) The HOA, or its successor and assigns, may, upon the failure of a Lot Owner to pay any assessment, record notice of its claim of lien against such Lot and thereafter pursue an action to foreclose said lien in any manner now or in the future permitted by law or equity. No failure of the HOA to enforce any of its rights shall constitute a waiver thereof.

3. Except as specifically amended by this First Amendment, all provisions of the Initial Restrictions shall remain in full force and effect. To the extent of any inconsistencies between this First Amendment and the prior Initial Restrictions, the terms of this First Amendment shall control.

[signature and notary appear on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Declaration of Building and Use Restrictions and Protective Covenants for Hidden Lake West this 25th day of October, 2023.

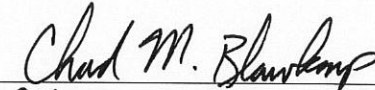
B.A.T. Development Group, LLC,
a Michigan limited liability company



By: Todd Ponstein
Its: Managing Member

STATE OF MICHIGAN)
)SS
COUNTY OF Ottawa)

The foregoing instrument was acknowledged before me this 25th ^{JG} day of October, 2023, by Todd Ponstein, Managing Member of B.A.T. Development Group, LLC, a Michigan limited liability company on behalf of said limited liability company.



CHAD M. BLAUWKAMP Notary

Public
Michigan
Michigan

ALLEGAN County,
Acting in OTTAWA County,

My commission expires: 4/8/2028

CHAD M. BLAUWKAMP
Notary Public, State of Michigan
County of Allegan
My Commission Expires Apr. 08, 2028
Acting in the County of OTTAWA

This Document Drafted by and
After Recording Return To:

Jacob B. Greendyk
DAVID, WIERENGA & LAUKA, P.C.

99 Monroe Avenue, NW, Suite 1210
Grand Rapids, Michigan 49503