2026 Proposed Declaration of Restrictions for Annual Meeting-NOT FINAL

RESTATED AND APPROVED DECLARATION OF RESTRICTIONS

Whereas the ROSE LAND COMPANY, a Michigan corporation, which established Fiesta Shores Association, adopted a certain Declaration of Restrictions on June 7, 1057, which recorded at Liber 266 Pages 22024 and whereas the Fiesta Shores Association is a successor organization to the Rose Land Company and whereas the Fiesta Shores Association updated and restated its bylaws on June 26, 2021, and whereas the Association desires to update the restrictions, taking into account changes in the law, as well as the ordinances which affect property in Fiesta Shores, the following Declaration of Restrictions shall be adopted and recorded in the Branch County Register of Deeds Office:

1. No buildings shall be erected or maintained on any lot in Fiesta Shores other than a private residence and a private garage for the sole use of the owner (or occupants). Any building shall comply with local township, county, and state ordinances and laws. - was #2
2. Not part of any premises within Fiesta Shores shall be used for commercial or manufacturing purposes. All uses must be in conformance with township, county and state ordinances and laws. was #3
3. No one shall conduct a garage sale within Fiesta Shores subdivision more often than twice per year, unless otherwise approved by the Association, local or state officials. New
4. No residential buildings shall be erected or maintained on any lot in Fiesta Shores having a ground area of less than 1,000 square feet. All residences shall be in compliance with local township, county and state ordinances and laws. Changed from 400 –
5. No outside toilet or privy shall be erected or maintained in Fiesta Shores, unlesspursuant to short term events. No outside toilet or privy shall be maintained in Fiesta Shores for longer than seven days. was 6
6. No animals, or birds, other than household pets, shall be kept on any lot in Fiesta Shores. Any animals which are outside of a residence, must be contained on an owner's property, on a leash, under control of the owner. All animal waste must be cleaned up and disposed of by the owner of the animal. Was 7
7. Easements are reserved along and within five feet of the rear lines, front lines, and sidelines in all subdivisions for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, telephones, water mains, internet service, sanitary and storm sewers, road drains, and any other public or quasi-public utilities and to trim any trees which at any time may threaten to interfere with the maintenance, or such lines with right or ingress to and egress from said premise to employees of said utilities. The easement shall also extend along any owners side and real property lines in case of fractional. loss. Was 9 Not chgd. just add word
8. It is understood and agreed that it should not be considered a violation of easement if wires, or cables carried by poles pass over some portion of lots not within the five foot wide strip as long as such lines do not hinder the construction of buildings on any lots in the subdivision. Was part of 9
9. These conditions and restrictions shall be binding upon all owners of all lits in Fiesta Shores, their heirs and assigns, except as noted below. Was 11
10. The restrictions in this document shall not be binding upon Lot 165, except that Lot 165 will not be used for commercial purposes. Was 12

11. No long-term camping shall be permitted on any vacant lots, unless in accordance with applicable township zoning ordinances and regulations. This restriction shall not prevent occasional camping by family members around campfires, or on a short-term basis as a family event. No camping shall be permitted for commercial purposes.

Violations of these restrictions shall be subject to a request for an injunction by the Fiesta Shores Association. If a property owner is found to have violated these restrictions, the Association shall be authorized to seek costs, including attorneys fees and the cost of enforcement by the violation property owner.

It is not the intention of these restrictions to regulate the aesthetics of the individual residences within the Fiesta Shores Subdivision. However, all property owners within the subdivision are encouraged to take into account their general tenor of the aesthetics of the subdivision and to act withing those aesthetics whenever possible.

CJL/cr
g/26-033.3

No. 140 Dated June 7, 1957
Acknowledged same day
Recorded Liber 266 Page 23

DECLARATION OF RESTRICTIONS

ROSE LAND COMPANY, A Michigan Corporation, of Lansing, Michigan, being the owner of the following described land and having platted thereon a certain plat known and to be known as Fiesta Shores, hereby declares that said lands shall be and are hereby subjected to the restrictions, conditions, covenants and easements herein contained, which shall run with the land and be binding upon all present and subsequent owners of part or all of said land, their heirs, representatives and assigns.

Said lands are described as follows: (for description see Plat.)

The provisions rherein contained shall be enforceable by Rose Land Company or any person having an interest in any land in said subdivision.

1. No building shall be erected or maintained on any lot in Fiesta Shores other than a private residence and a private garage for the sole use of the owner of occupant, except lot 39.

2. Any garage erected or maintained must conform in appearance and construction to the residence on such lot.

3. No part of said premises shall be used for commercial or manufacturing purposes, except that lot 39 may be used for commercial purposes.

4. No residential building shall be erected or maintained on any lot in Fiesta Shores having a ground floor area of less than 400 square feet.

5. No building shall be erected or maintained on any lot in Fiesta Shores closer than 10 feet from front lot line, no closer than 5 feet from back or side lot lines.

6. No outside toilet or privy shall be erected or maintained in Fiesta Shores.

7. No animals or birds, other than household pets, shall be kept on any lot in Fiesta Shores.

8. Building exteriors must be of brick, frame or block construction; and wood exterior or block exterior must be painted. Removed

9. Easements are reserved along and within 5 feet of the rear lines, front lines and side lines of all lots in the subdivision for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, telephones, water mains, sanitary and storm sewers, road drains, and any other public quasi-public utilities and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from across said premises to employees of said utilities. Said easement to also extend along any owner's side and rear property lines in case of fractional lots.

   It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within the 5 ft. wide strip as long as such lines do not hinder the construction of buildings on any lots in the subdivision.

10. The placing of For Sale Signs on lots in Fiesta Shores shall be prohibited. Removed

11. These conditions and restrictions shall be binding upon all owners of lots in Fiesta Shores, their heirs and assigns.

12. These restrictions shall not be binding on lot 165. Lot 165 shall not be used for commercial purposes.

Instrument properly signed and acknowledged in Ingham County, Michigan, before a Notary Public, in the presence of two witnesses.

BRANCH COUNTY ABSTRACT OFFICE

Proposed Rental Policy Amendment

Purpose:
To establish clear guidelines regarding rental properties within the Association and to protect the Association, its members, and property owners from potential liability and disruptions associated with short-term rentals.

1. Prohibition of Short-Term Rentals

Short-term rentals are prohibited within the Association.

No dwelling or portion of a dwelling within the Association may be rented, leased, or otherwise made available for transient or short-term occupancy. For purposes of this policy, a short-term rental is defined as a rental period of **less than 1 year**.

This prohibition applies to rentals advertised or arranged through online platforms, vacation-rental services, or through private arrangements.

2. Long-Term Rentals

Long-term rentals of **1 year or longer** are permitted, subject to all applicable Association rules and regulations.

Before a long-term rental begins, the property owner must provide the Association with a copy of the lease or documentation confirming the rental arrangement, as may be required by the Association.

3. Waiver and Release of Liability

All long-term rental agreements must include a **waiver and release of liability** protecting the Association, its officers, directors, agents, and members to the fullest extent permitted by applicable law.

The lease must clearly state that the tenant and the tenant's guests occupy and use the property and Association amenities at their own risk and that the property owner remains responsible for ensuring that tenants and their guests comply with all Association governing documents, rules, and regulations.

The inclusion of a waiver and release provision in the lease does not relieve the property owner of responsibility for the conduct of their tenants or guests or for compliance with Association requirements.

4. Owner Responsibility

Property owners who rent their units are responsible for providing tenants with all applicable Association rules and ensuring that tenants and their guests comply with those rules.

Any violation of Association rules by a tenant or the tenant's guests may be treated as a violation attributable to the property owner, subject to the Association's governing documents and applicable law.

5. Effective Date

This policy shall become effective upon approval by the Association and shall apply to all rental agreements entered into or renewed after the effective date, subject to any requirements imposed by applicable law or the Association's governing documents.