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May include the following docs:

- Wire Confirmation
- Tax Receipt
- Payoffs
- UPS labels
- Deposit Checks

Description on CD:

Title Company Documents

Copies to:

Title Company

Property Address:

Buyer/Borrower:

Seller:

Eastbrook Development Co



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Filed / Sealed for Record in
OTTAWA COUNTY, MI
GARY SCHULTEN R O D
09-15-2003 At 05:06:50 pm.
MASTER DEED 223 011 -
OR Liber 4257 Page 65 - 131

MASTER DEED

Bayou Meadows II

(Act 59, Public Acts of 1978)
as amended

Ottawa County Condominium Subdivision Plan No 357

- (1) Master Deed establishing Bayou Meadows II, a Condominium Project
- (2) Exhibit A to Master Deed Condominium Bylaws of Bayou Meadows II
- (3) Exhibit B to Master Deed Condominium Subdivision Plan for Bayou Meadows II
- (4) Exhibit C to Master Deed Mortgagee's Consent to Master Deed
- (5) Exhibit D to Master Deed Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act

No interest in real estate being conveyed by this Master Deed, no revenue stamps are required

**DRAFTED BY AND AFTER
RECORDING RETURN TO**

David W Charron
Charron & Hanisch, P L C
5242 Plainfield Avenue, NE
Grand Rapids, MI 49503

MASTER DEED

Bayou Meadows II

THIS MASTER DEED is made and executed on this 12th day of September, 2003, by Hammond Bay Preserve, LLC, a Michigan limited liability company, whose principal office is located at 17620 North Shore Estates, Spring Lake, MI 49456 ("Developer")

RECITALS

A The Developer is engaged in the development of a condominium project to be known as Bayou Meadows II ("Project"), pursuant to development plans approved by Township of Spring Lake, Ottawa County, Michigan, on a parcel of land described in Section 2 1 of this Master Deed

B The Developer desires, by recording this Master Deed, together with the Condominium Bylaws attached as Exhibit A and the Condominium Subdivision Plan attached as Exhibit B (both of which are incorporated by reference and made a part of this Master Deed), to establish the real property described in Section 2 1, together with the improvements (and all appurtenances) located and to be located on such property, as a condominium project under the provisions of the Michigan Condominium Act, as amended ("Act"),

C Upon the recording of this Master Deed, Bayou Meadows II shall be established as a Condominium Project under the Act and shall be held, conveyed, encumbered, leased, rented, occupied, improved, and in any other manner utilized subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and to any persons acquiring or owning an interest in the real property, their grantees, successors, heirs, executors, administrators, and assigns

PROVISIONS

In furtherance of the establishment of the Project, it is provided as follows

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ARTICLE I
NATURE OF PROJECT

1 1 Project Description The first phase of the Project consists of twenty one (21) residential site condominium units. The numbers, boundaries, dimensions, and areas of the Units are set forth completely in the Condominium Subdivision Plan. Each Unit is capable of individual utilization by reason of having its own entrance from and exit to a Common Element of the Project. The number of Units in the Project may be increased, by the exercise of reserved rights of the Developer, to include no more than thirty (30) residential condominium units and fifty two (52) marina condominium units.

1 2 Exclusive Right Each Co-owner in the Project shall have a particular and exclusive property right to his or her Unit and to the Limited Common Elements appurtenant to that Unit, and shall have an undivided interest in, and an inseparable right to share with other Co-owners, the General Common Elements of the Project as described in this Master Deed.

ARTICLE II
LEGAL DESCRIPTION

2 1 Land The land upon which the Project is situated, and which is submitted to condominium ownership pursuant to the provisions of the Act, is located in the Township of Spring Lake, Ottawa County, Michigan, and legally described as follows:

Part of the East fractional 1/2 of Section 11, T8N, R16W, Spring Lake Township, Ottawa County, Michigan, further described as: Commencing at the NE corner of Section 11, thence S00°31'23"E 1314.70 feet along the East line of said NE 1/4 to the centerline of Kelly Street, thence S89°53'31"W 465.00 feet along said centerline to the PLACE OF BEGINNING of this description, thence S00°31'23"E 940.00 feet parallel with said East line, thence N89°52'20"E 47.87 feet, thence S00°06'29"E 140.02 feet along the Westerly line of Bayou Meadows Condominium, thence S68°33'04"W 296.57 feet along said Westerly line, thence S13°06'12"E 146.10 feet along said Westerly line, thence N 81°53'07"E 36.83 feet along said Westerly line, thence S05°45'01"W 255.61 feet along said Westerly line, thence S16°45'04"E 162.52 feet along said Westerly line, thence S42°45'57"E 328.42 feet along said Westerly line extended to a point on an intermediate traverse line along the shore of Petty's Bayou and its tributaries, thence along said intermediate traverse line the following 12 courses: (1) thence S79°43'08"W 74.94 feet, (2) thence S24°14'21"W 286.65 feet, (3) thence S60°32'16"W 201.93 feet, (4) thence N24°09'29"W 287.76 feet, (5) thence N12°28'23"E 137.91 feet, (6) thence N54°22'07"W

70-03-11-200.077
200.078
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Ottawa County Treasurer's Office
The records in my office show no unpaid taxes or special assessments for the five years preceding involving lands in this instrument.
Mary Richardson, Treasurer

Q-15-03

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264 15 feet, (7) thence N23°04'57"W 301 57 feet, (8) thence N02°55'01"W 107 57 feet, (9) thence N22°44'19"E 194 64 feet, (10) thence N76°48'24"W 128 50 feet, (11) thence S17°30'07"W 120 68 feet, (12) thence S89°22'57"W 71 28 feet, to the point of ending of said intermediate traverse line and a point on the West line of the SE 1/4 of said NE 1/4, thence N00°10'21"W 1256 97 feet along said West line, thence N89°53'31"E 40 00 feet, thence N00°10'21"W 63 00 feet to said centerline of Kelly Street, thence N 89°53'31"E 410 54 feet along said centerline, thence S00°31'23"E 218 00 feet, thence N89°53'31"E 155 00 feet, thence N00°31'23"W 218 00 feet, thence N89°53'31"E 255 00 feet along said centerline to the point of beginning, including all lands lying between said intermediate traverse line and the waters edge of said Petty's Bayou and its tributaries

2 2 Other Interests The property submitted to condominium ownership by this Master Deed and by any future amendment to this Master Deed is subject to local zoning, building and use ordinances, to easements, restrictions and agreements of record, to the rights of the public, and of any governmental unit in any part of the property taken, used, or deeded for street or highway uses

**ARTICLE III
DEFINITIONS**

3 1 Definitions Certain terms are utilized not only in this Master Deed but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, Association Bylaws, and Rules and Regulations of the Association, and deeds, mortgages, liens, land contracts, easements, and other instruments affecting the establishment of, or transfer of, interests in Bayou Meadows II as a condominium project. As used in such documents, unless the context otherwise requires

a "Act" or "Condominium Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended

b "Arbitration Association" means the American Arbitration Association or its successor

c "Association of Co-owners" or "Association" means the non-profit corporation organized under the laws of Michigan of which all Co-owners shall be members, which corporation shall administer, operate, manage, and maintain the Project. The entity created by the Developer for this purpose is identified as Bayou Meadows II Condominium Association, a Michigan non-profit corporation. Any action required of or permitted to the Association shall be exercisable by its

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Board of Directors ("Board of Directors" or "Board") unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan

- d "Association Bylaws" means the corporate bylaws of the Association
- e "Common Elements," where used without modification, means the portions of the Project other than the Condominium Units, including all General and Limited Common Elements described in Article IV of this Master Deed
- f "Condominium Bylaws" means Exhibit A to this Master Deed, which are the Bylaws setting forth the substantive rights and obligations of the Co-owners with respect to the Project
- g "Condominium Documents" means and includes this Master Deed and all of its exhibits, the Articles of Incorporation, and Bylaws of the Association, the Rules and Regulations of the Association, and any other instrument referred to in this Master Deed which affects the rights and obligations of a Co-owner in the Condominium
- h "Condominium Subdivision Plan," "Subdivision Plan" or "Plan" means Exhibit B to this Master Deed, which is the set of the site, survey, floor plans, and other drawings depicting the real property and existing and proposed improvements to be included in the Project
- i "Condominium Unit" or "Unit" means that portion of the Project which is designed and intended for separate ownership and use by a Co-owner, as described in this Master Deed
- j "Consolidating Master Deed" means the final amended Master Deed, if any, which shall describe Bayou Meadows II as a completed Project, and shall reflect all Units added to the Project from time to time or taken from the Project and all Common Elements, and shall express a percentage of value pertinent to each Unit as finally readjusted. When recorded in the office of the Ottawa County Register of Deeds, the Consolidating Master Deed shall supersede the previously recorded Master Deed and all amendments to the Master Deed
- k "Co-owner" means the person, firm, corporation, partnership, association, trust or other legal entity or any combination of those entities who or which owns a Condominium Unit in the Project, including the vendee of any executory land contract. A land contract vendor and vendee shall be jointly and severally liable for the payment of condominium assessments to the Association

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and for no other purposes under the Condominium Documents. The term "Owner", wherever used, shall be synonymous with the term "Co-owner."

l "Developer" means Hammond Bay Preserve, LLC, a Michigan corporation, which has made and executed this Master Deed, and its successors and assigns. Both "successors" and "assigns" shall always be deemed to be included within the term "Developer" whenever, however, and wherever such term is used in the Condominium Documents.

m "Development and Sales Period," for purposes of the Condominium Documents and the rights reserved by the Developer, means the period commencing with the recording of the Master Deed and shall be deemed to continue for as long as the Developer continues to own or offer for sale any Unit in the Project.

n "General Common Elements" means those Common Elements of the Project described in Section 4.1 of this Master Deed which are for the use and enjoyment of all Co-owners of the Project.

o "Limited Common Elements" means those Common Elements of the Project described in Section 4.2 of this Master Deed which are reserved for the exclusive use of the Co-owner(s) of a specified Unit or Units.

p "Master Deed" means this document, together with the exhibits attached to it and all amendments to this document which may be adopted in the future.

q "Percentage of Value" means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of a Co-owner's vote at meetings of the Association when voting by value or by number and value, and the proportionate share of each Co-owner's undivided interest in the Common Elements of the Project.

r "Project" or "Condominium" means Bayou Meadows II, a residential condominium development established in conformity with the provisions of the Act, and includes the land described in Section 2.1, as the same may be amended, all improvements and structures located or to be located on the land, and all easements, appurtenances, and other rights belonging to Bayou Meadows II.

s "Township" or "Spring Lake" means the Township of Spring Lake, or its successor. When approval or other action of the Township is required by the Condominium Documents, the approval or action shall be by the governing body.

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of the Township or by a committee, commission, or person designated by the governing body

t "Transitional Control Date" means the date on which a Board of Directors for the Association takes office pursuant to an election in which the votes that may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer

3 2 **Gender and Number** Whenever any reference is made to one gender, the same shall include a reference to any and all genders where such reference would be appropriate, similarly, whenever a reference is made to the singular, the reference shall be assumed to include the plural where such assumption would be appropriate

**ARTICLE IV
COMMON ELEMENTS**

4 1 **General Common Elements** The General Common Elements are

a **Land** The land (including air space) described in Section 2 1 of this Master Deed (except for any land which is part of a Condominium Unit and any portion designated in Exhibit B as a Limited Common Element) The General Common Elements also include easement interests for the benefit of the Condominium Project and/or for the benefit of the Association for ingress, egress, entry improvements, drainage, utility and other purposes, over, under and across the Units and/or Common Elements and/or areas located outside of the Project,

b **Wiring Networks** The electrical, telephone, cable television, and other telecommunications and service wiring networks throughout the common areas of the Project, up to, but not including, the point of lateral connection for service to each residence or boat now or hereafter within the perimeter of a Unit, together with common lighting for the Project, if any is installed,

c **Plantings** The lawns, trees, shrubs, and other plantings located within the common areas of the Project, and any common irrigation network, if any,

d **Gas** The gas distribution system, if any, throughout the common areas of the Project, up to the point where service is stubbed for lateral connection with each residential dwelling that now or hereafter is constructed within the perimeter of a Unit,

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e Improvements The private road and other surface improvements, if any, of the Project, and all traffic signs, gates, fencing, and other equipment used in association with such improvements. Those structures and improvements which are now or hereafter located within the boundaries of a Unit will be owned in their entirety by the Co-owner of the Unit in which they are located and will not, unless expressly provided otherwise in the Condominium Documents, constitute Common Elements,

f Stormwater Drainage System The stormwater drainage system within the Project, including drainage ditches, culverts, pipes, and stormwater detention ponds or retaining basins associated with the system,

g Entry Improvements The entry signage and other improvements, if any, located at or near the entry or entries to the Project,

h Recreational Areas Any areas designated on the Condominium Subdivision Plan for common recreational use and any equipment or structures associated with such uses if constructed within the Project,

i Water The water distribution system throughout the common areas of the Project, if any, up to and including, any stub or lateral for individual service to a residence or boat,

j Sanitary Sewer Any sanitary sewer system throughout the common areas of the Project including any lift station and mechanical building, up to, and including, any stub or lateral for individual service to a residence,

k Common Lighting Any system of lighting intended to illuminate the private road or other Common Element areas of the Project, but excluding any lighting designated as a Limited Common Element, and

l Miscellaneous All other Common Elements of the Project which are not designated as Limited Common Elements and which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep, or safety of the Project

Some or all of the utility systems and/or lines (including any lift station, mechanical building, mains, and services leads) and/or equipment may be owned by a governmental entity, public authority, or utility or cable television company that is providing the pertinent service. Accordingly, such utility and/or lines, systems, and equipment shall be General Common Elements only to the extent of the Co-owners' or the Association's interest, if

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any, in them, and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest

4.2 Limited Common Elements The Limited Common Elements are

a Utility Service Lines All pipes, ducts, wiring, cable, and conduits supplying service for electricity, gas, water, sewage, telephone, television and/or other utilities to or from a Unit, up to the point of lateral connection with a General Common Element of the Project and including any related meter or box, and all pipes, wiring, tanks and pumps located within a Condominium Unit, if any, and supplying service to that Unit alone,

b Driveways and Sidewalks The portion of any driveway or sidewalk located between any Unit and the General Common Element roadway, if any,

c Parking Areas Any parking areas which may be designated for use by less than all of the Co-owners,

d Delivery Boxes The mail and/or paper box(es) permitted by the Association in the Project,

e Yard Areas The portion of any yard area designated as a Limited Common Element on the Condominium Subdivision Plan, which use is limited to the Unit(s) to which it surrounds or abuts,

f Exterior Light Fixture Any light fixture affixed to a Common Element and designated or intended to illuminate areas which primarily benefit a specific Unit or Units, and

g Docks and Related Equipment The main and finger docks, retaining walls with stone rip rap, observation decks, mooring piles, mooring cleats, spring posts, buffer posts and rub posts and supports, dock boxes, platform lifts (including any hydraulic cylinders which operate the lifts), which shall be appurtenant to the unit or units served thereby

h Land Areas Any land areas if any, designated on the Plan as limited common elements

i Miscellaneous Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units on the Condominium Subdivision Plan or in any future amendment to the Master Deed

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If no specific assignment of all of the Limited Common Elements described in this Section has been made in the Condominium Subdivision Plan, the Developer (during the Development and Sales Period) and the Association (after the Development and Sales Period has expired) reserve the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit or Units by subsequent amendment or amendments to this Master Deed

4.3 Maintenance Responsibilities Responsibility for the cleaning, maintenance, decoration, repair, and replacement of the Common Elements shall be as follows

a Limited Common Elements Each Co-owner shall be individually responsible for the cleaning, snow removal, maintenance, repair, and replacement of all Limited Common Elements which are solely appurtenant to his or her Unit. The Association shall decorate, maintain, repair and replace any limited common element which is appurtenant to more than one unit and specially assess the cost of such undertaking equally against the units to which the limited common element is appurtenant, except to the extent of maintenance, repair or replacement due to the act or neglect of a Co-owner or his agent, invitee, family member or pet, in which case the Association may specially assess the cost to the Unit of such Co-owner and collect the same by the assessment procedures established by the Condominium Bylaws

b General Common Elements The duty to undertake, and the cost of maintenance, decoration, repair, and replacement of all General Common Elements shall be borne by the Association, except to the extent of repair or replacement due to the act or neglect of a Co-owner or his agent, invitee, family member or pet, in which case the Association may undertake such maintenance, repair or replacement, but the cost thereof shall be specially assessed to the Unit of such Co-owner and collected in accordance with the assessment procedures established by the Condominium Bylaws

c Units The duty to undertake, and the cost of maintenance, decoration, repair and replacement of all buildings, structures, improvements, and yard areas situated within the perimeters of a Unit shall be the responsibility of the Co-owner of such Unit, provided, that the exterior appearance of all such buildings, structures, improvements, and yard areas, to the extent visible from any other Unit or Common Element, shall be subject at all times to the approval of the Association and to such reasonable aesthetic and maintenance standards as may be prescribed by the Association in duly adopted rules and regulations

d Association Oversight While it is intended that each Co-owner will be solely responsible for the performance and cost of the decoration, maintenance, repair, renovating, restoration and replacement of the residence and

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all other appurtenances and improvements constructed or otherwise located within a Unit, and within any appurtenant Limited Common Element, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain, repair and replace such areas and particularly the exterior of his residence or boat dock in a proper manner and in accordance with the standards set forth by the Association. In the event a Co-owner fails, as required by this Master Deed, the By-Laws or any rules or regulations promulgated by the Association, to properly and adequately maintain or repair his Unit, or maintain, repair or replace any improvement or appurtenance located therein or any Limited Common Element appurtenant thereto, the Association, shall have the right, but not the obligation, to undertake such regularly recurring, reasonably uniform, periodic exterior maintenance functions with respect to residences, Limited Common Elements, yard areas or other improvements constructed or installed within any Unit boundary as it may deem appropriate (including without limitation, painting or other decoration, lawn mowing, removal of septic waste, snow removal and tree trimming). Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time. All costs incurred by the Association in performing any responsibilities which are required in the first instance to be borne by a Co-owner shall be specially assessed to the affected Condominium Unit and collected in accordance with the assessment procedures established by the Condominium By-Laws.

4.4 Power of Attorney By acceptance of a deed, mortgage, land contract, or other instrument of conveyance or encumbrance, all Co-owners, mortgagees, and other interested parties shall be deemed to have appointed the Developer (during the Development and Sales Period) and/or the Association (after the Development and Sales Period has expired) as their agent and attorney, to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, the Developer (or Association) will have full power and authority to grant easements over, to sever or lease mineral interests in, and/or to convey title to, the land and/or improvements constituting the General Common Elements, or any part of them, to dedicate as public streets any part of the General Common Elements, to amend the Condominium Documents for the purpose of assigning or reassigning the Limited Common Elements, and in general to execute all documents and to do all things necessary or convenient to the exercise of such powers.

4.5 Assignment and Reassignment A Limited Common Element may be assigned and/or reassigned, upon notice to any affected mortgagee, by written application to the Board of Directors by all Co-owners whose interest will be directly affected by the (re)assignment. Upon receipt of such application, the Association shall promptly prepare or cause to be prepared and executed an amendment to this Master

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Deed (re)assigning all rights and obligations with respect to the Limited Common Elements involved, and shall deliver such amendment to the Co-owners of the Units affected upon payment by them of all reasonable costs for the preparation and approval of the amendment

4 6 No Separation Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements and neither a Unit nor a Common Element shall be used in any manner inconsistent with the purposes of the Project or in any other way which will interfere with, or impair the rights of, any other Co-owner in the use and enjoyment of the Co-owner's Unit or appurtenant Common Elements

ARTICLE V
DESCRIPTION AND PERCENTAGE OF VALUE

5 1 Description of Units A complete description of each Condominium Unit in the Project, with elevations referenced to an official benchmark of the United States Geological Survey, is set forth in the Condominium Subdivision Plan as prepared by Exxel Engineering, Inc. Detailed plans and specifications have been filed with Spring Lake Township. Each residential site Unit shall include the space located within Unit boundaries from and including the surface of the land to the center of the earth, as shown on Exhibit "B" hereto and delineated with heavy outlines, and all air space above the surface of the land within Unit boundaries (but not including any Common Element that may be located within that description). If created by subsequent amendment to this Master Deed, each marina Unit shall include the space located within Unit boundaries from and including the surface of the water, as may be shown on future amendments to Exhibit "B" and delineated with heavy outlines, and all air space above the surface of the water. In the event the water within the dimensions of a marina unit should ever recede so that no water separates the lake bed from the airspace, the unit dimensions of such marina unit shall be measured from the surface of the exposed lake bed, within unit perimeters, upward.

5 2 Percentage of Value The total value of the Project is one hundred (100). The percentage of such value assigned to each of the residential site Condominium Units of the Project is equal. Should marina condominium units be added to the Project, percentages of value for all marina condominium units shall be equal, each marina condominium unit shall, however, be assigned a value which is twenty percent (20%) of the value assigned to a residential site Unit. The determination that Percentages of Value for all residential site Units shall be equal, and that all marina condominium units was equal, was made after reviewing the comparative characteristics of each type of Unit and the allocable expenses of maintenance for each type of Unit and concluding that there are no material differences among the same type of Unit insofar as the allocation

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of Percentages of Value is concerned. There are however, material differences between the residential site Units and the marina Units due to the seasonal nature of the marina Units, and therefore, a smaller percentage of value will be assigned to them when they are created. Except as otherwise provided in this Master Deed, such Percentages of Value shall be changed only in the manner provided by Article VIII expressed in an amendment to the Master Deed, duly executed and recorded.

5.3 Unit and Common Element Modification The number, style, size, and/or location of Units or of any General Common Element or unsold Limited Common Element may be modified from time to time, in the Developer's sole discretion, by amendment effected solely by the Developer without the consent of any Co-owner, mortgagee, or other person, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy, or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element, provided that no Unit which has been sold or is subject to a binding Purchase Agreement shall be modified without the consent of the Co-owner or purchaser and the mortgagee of such Unit. The Developer may also, in connection with any such amendment, readjust Percentages of Value for all Units in a manner which gives reasonable recognition to such modifications based upon the method of original determination of Percentage of Value for the Project. Unless prior written approval has been obtained from the title insurance company issuing policies to purchasers of Units, no Unit modified in accordance with this Section 5.3 shall be conveyed until an amendment to the Master Deed duly reflecting all material changes has been recorded. All Co-owners, mortgagees of Units, and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to such amendments and to have granted a power of attorney to the Developer for such purpose which is similar in nature and effect to the power of attorney described in Section 4.4 of this Master Deed.

**ARTICLE VI
EASEMENTS**

6.1 Maintenance of Encroachments If any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to the shifting, settling, or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for the maintenance and restoration of the encroachment after repair or rebuilding in the event of damage or destruction. There shall also be perpetual easements in favor of the Association (and/or the Developer during the Development and Sales Period) for the maintenance and repair of Common Elements for which the Association (or the Developer) may from time to time be responsible or for which it may elect to assume responsibility.

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6.2 Utility Easements The Developer grants and reserves, for public and quasi-public utility purposes, perpetual easements over, under, and across those portions of the Project designated on the Condominium Subdivision Plan as private or public roadways or easements. Such easements shall be for the benefit of itself, the Association, and any public or quasi-public utility company and/or service provider engaged in supplying one or more utility services, and their respective successors and assigns, for the purpose of installing, laying, erecting, constructing, renewing, operating, repairing, replacing, maintaining, and removing all and every type of line, pipe, or main with all necessary equipment and appliances, subject, nevertheless, to all reasonable requirements of any governmental body having applicable jurisdiction. Public and quasi-public utilities and other service providers shall have access to the adjacent Common Elements and to the Units at such times as may be reasonable for the installation, repair, maintenance, improvement, or replacement of such services, and any costs incurred by the Association in modifying, changing, repairing, or otherwise working on any Common Element of the Project to install, repair, maintain, improve, or replace such services shall be an expense of administration assessed against all Co-owners in accordance with the Condominium Bylaws unless such costs are reimbursed by the utility or other service provider.

6.3 Storm Water Management The Developer grants and reserves for the benefit of itself, the Association, and the Co-owners of the Project, and their successors and assigns, a perpetual easement appurtenant to the lands comprising the Project, as described in Section 2.1 of this Master Deed, and appurtenant to any land adjacent to the Project which the Developer may now own or later acquire, for storm water drainage purposes and water detention or ponding purposes over, under and across those areas of the Project, if any, which are designated for such purposes on the Subdivision Plan. Surface drainage easements and Common Element areas used for drainage and/or detention purposes as shown on the Plan are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the land surface shall be maintained so as to achieve this intention. There shall be no construction within a drainage easement, including, or any other permanent structure that may interfere with storm water drainage. The Developer (and the Association after the Development and Sales Period) shall have the right to determine if any obstruction exists and to determine what repair or change, if any, is necessary to keep the conductors unobstructed. The Association shall be responsible for all maintenance, repair, and replacement of the drainage system located within the Project, and all costs incurred in connection shall be an expense of administration assessed against all Co-owners in accordance with the Condominium Bylaws (provided, however, that if the maintenance, repair, or replacement is caused by any action or inaction of a Co-owner or the family member, guest, pet, invitee, or other person for whom a Co-owner is responsible, the responsible Co-owner, upon demand, shall either pay, or reimburse the Association, for such costs).

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6 4 Emergency Services, Mail and Delivery Access There shall exist for the benefit of the Township, any emergency service agency, the United States Postal Service, package and document delivery services, and other persons and entities invited to a Unit by a Co-owner for a legitimate purpose, an easement over all roads in the Project and other areas, if any, designated on the Subdivision Plan for such specific use. This easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, and other lawful governmental and private services to the Condominium Project and the Co-owners. This grant of easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public.

6 5 Ingress and Egress The Developer reserves a perpetual easement appurtenant for utility and pedestrian and vehicular ingress and egress purposes over, across, under and through those portions of the land designated on the Condominium Subdivision Plan as private roadways or utility easements, to show Units and the Project to prospective purchasers, tenants, and invitees. This easement may be used by the Developer, the Developer's real estate broker or builder, and by the guests and invitees of the Developer.

6 6 Dedication of Roadways and Conveyance of Utilities The Developer reserves the right and power to convey and dedicate the private roadway(s), and sidewalk(s) (if any), in the Project to the public for all public road and sidewalk purposes. Any dedication of the private roadway shall be subject to approval of the Township in accordance with the Township's procedures for granting such approval. All costs involved in any such dedication shall be borne by the Co-owners of the Project and not by the Township or the Ottawa County Road Commission. The Developer also reserves the right to grant specific easements for utilities over, under, and across the Project to appropriate governmental agencies and/or public utility companies and to transfer title of utilities to governmental agencies, utility companies, and/or other third parties. Private rights of the Developer, Co-owners, mortgagees, and Association in any road right-of-way or utility, conveyed or dedicated, shall terminate upon such conveyance or dedication to the appropriate public road agency for public road purposes, or to the appropriate utility company or governmental agency. Such dedication or conveyance shall be reflected by an appropriate amendment to the Master Deed and Subdivision Plan and recorded in the office of the Ottawa County Register of Deeds. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such dedication or conveyance, and to any amendment or amendments to effectuate the dedication or conveyance.

6 7 Right to Grant Future Easements The Developer reserves the right, for a period of twenty-five (25) years, commencing on the date of recording of this Master

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Deed, to grant perpetual non-exclusive easements over, under, and across the Common Elements of the Project for the benefit of all lands adjoining or proximate to the Project, without the payment of any fee or charge whatsoever other than the reasonable cost of work performed, utilities consumed, and/or maintenance required as a direct result of such use, to utilize, tap, tie into, service, maintain, extend, replace, and enlarge all utility mains located in the Project, including, but not limited to, water, electric, gas, communications, sanitary sewers, sewer, and storm mains, and any drainage areas and retention ponds, and perpetual non-exclusive easements to use the roadways of the Project for ingress and egress. Any such easement may be conveyed by the Developer without the consent of any Co-owner, mortgagee, or other person, and shall be evidenced by an appropriate written instrument recorded with the Ottawa County Register of Deeds. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such easements and to any amendments to this Master Deed as may be required to effectuate the foregoing grants of easement. In the event the Developer utilizes, taps, ties into, extends, or enlarges any utilities located on the Project, it shall be obligated to pay all of the expenses reasonably necessary to restore the Project to its state immediately prior to such utilization, tapping, tying-in, extension, or enlargement. If the Developer does utilize, tap, tie-in, extend, or enlarge any utilities as outlined above, the Developer agrees to pay a proportionate share of the maintenance, repair, and replacement of any such utilities, sharing the cost of same with the Association, based upon the ratio of the relative use of the utilities by the Developer and the members of the Association as determined by a professional engineer chosen by the Developer and the Association (or if the parties don't appoint an engineer, by an engineer appointed by a court of competent jurisdiction). The Developer may assign its rights under this paragraph to a third party owning the lands to be benefitted by the easement(s) whether or not the Developer has any interest in such lands. Only the Developer and the assigns of the Developer who have been specifically assigned such development rights in writing shall have any right to use an easement or the right to grant a future easement provided by this Section 6.7

6.8 Grant of Easements by Association

a The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered to grant such easements, licenses, dedications, rights-of-entry, and rights-of-way over, under, through, and across the Common Elements for utility purposes, use and access purposes, or other lawful purposes as the Association deems necessary or appropriate, including, without limitation, contracts for sharing of any installation of periodic subscriber services for telecommunications, videotext, broad band cable, satellite dish, earth antenna, and similar services, subject, however, to the consent of the Developer so long as

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the Development and Sales Period has not expired, which consent may be conditioned on the payment of consideration inasmuch as the roadways and utilities within the Project were initially constructed by the Developer

b Except as may be provided to the contrary in this Master Deed, no easement created under the Condominium Documents may be modified, nor may any of the obligations with respect to the easement be varied, without the consent of each person directly benefited by the easement

c Upon an affirmative vote of not less than fifty-one percent (51%) of all members of the Association, the Association shall be vested with the power and authority to sign one or more petitions on behalf of all Co-owners of the Project requesting the establishment of a special assessment district pursuant to provisions of applicable Michigan law for improvements of roads, water, and/or sewer lines, drainfields, rivers, streams, and/or lakes within or adjacent to the Project, or for any other purpose for which a special assessment district may be formed. In the event that a special assessment district is established pursuant to applicable Michigan law, the collective costs assessable to the Project as a whole shall be borne by the Co-owners according to their respective Percentages of Value in the Project

6 9 Power of Attorney The Developer or, as the case may be, the Association, is irrevocably appointed the agent and attorney-in-fact for each Co-owner and each mortgagee of the Project in order to accomplish the purposes described in this Article VI

ARTICLE VII**CONTRACTION, EXPANSION, WITHDRAWAL, AND CONVERSION OF PROJECT**

7 1 Contraction The Developer reserves the right to elect, on or before the expiration of six (6) years after the initial recording of this Master Deed for the Project, to contract the Project by withdrawal of all or any portion of the lands described from time to time in Section 2.1 by an amendment or series of amendments to the Master Deed, each withdrawing land from the Project as then constituted, without the consent of any Co-owner, mortgagee, or other person, provided that no Unit which has been sold or which is the subject of a binding purchase agreement may be withdrawn without the consent of the Co-owner, purchaser, and/or mortgagee of such Unit. The Developer may also, in connection with any such amendment, readjust Percentages of Value for all Units in a manner which gives reasonable recognition to the number of remaining Units in the Project, based upon the method of original determination of Percentages of Value. Other than as provided in this Article, there are no restrictions or limitations on the right of the Developer to withdraw lands from the Project or as to the portion or portions of land which

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may be withdrawn, the time or order of such withdrawals, or the number of Units and/or Common Elements which may be withdrawn, provided, however, that the lands remaining shall not be reduced to less than that necessary to accommodate the remaining Units in the Project with reasonable access and utility service to such Units

7 2 Addition after Contraction The Developer reserves the right, subsequent to such withdrawal, but prior to six (6) years from the date of recording of this Master Deed, to expand the Project as so reduced to include all or any portion of the land so withdrawn

7 3 Conversion The Developer reserves the right, to elect, on or before the expiration of six (6) years after the recording of this Master Deed for the Project, to convert any General Common Element and unsold Condominium Unit into one or more additional Condominium Units (residential site units and/or marina units) and/or into Limited Common Element(s) appurtenant to one or more Units, by an amendment or series of amendments to this Master Deed, without the consent of any Co-owner, mortgagee, or other person The Developer reserves the right, on behalf of the Association, after the Development and Sales Period, to convert General Common Elements into Limited Common Elements(s) and to modify the size and nature of General Common Element areas All exercises of the conversion rights described in this Section 7 3 shall be reflected by an appropriate amendment(s) to the Master Deed In connection with exercise of such reserved rights, the Developer or the Association, as the case may be, shall also have the right with the consent of the affected Co-owner, to relocate the boundaries of a Unit and to convert any Unit or Limited Common Element area into a General or Limited Common Element or Unit

7 4 Relocation of Boundaries

a If the Developer is the owner of adjoining Units and desires to relocate the boundaries between those Units, then the Developer may, without the consent of other Co-owners or the Association, amend this Master Deed to relocate the boundaries as desired by the Developer If any non-developer Co-owners own adjoining Units, or if a nondeveloper Co-owner and the Developer own adjoining Units, and they desire to relocate the boundaries between the Units, then the Board of Directors of the Association will, upon written application of the parties, accompanied by written approval of all mortgagees of record of the adjoining Units, promptly prepare or cause to be prepared an amendment to this Master Deed duly relocating the boundaries

b An amendment to this Master Deed relocating Unit boundaries will identify the Units involved, will state that the boundaries between those Units are being relocated by agreement of the parties involved, will reassign the aggregate Percentage of Value assigned to those Units in Article V between those Units if necessary to reflect

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a continuing reasonable relationship among Percentages of Value based on the original method of determining Percentages of Value for the Project, and will be executed by the Co-owners of the Units involved

7 5 Withdrawal The Developer reserves the right to withdraw from the Project all undeveloped portions of the Project not identified as "must be built" without the prior consent of any co-owners, mortgagees of units in the Project, or any other party having an interest in the Project, during a period ending ten (10) years after the date of commencement of construction by the developer of the Project, or six years after the date the Developer exercised its rights with respect to either expansion, contraction, or conversion of the Common Elements, whichever right was exercised last. Upon such withdrawal, the undeveloped portions of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Common Element areas of the Project for the benefit of the undeveloped portions of the Project which have been withdrawn. If the Developer does not withdraw the undeveloped portions of the Project from the Project before the expiration of the time periods, those undeveloped lands shall remain part of the Project as general common elements and all rights to construct units upon that land shall cease. In such an event, if it becomes necessary to adjust Percentages of Value as a result of fewer units existing, a co-owner or the Association may bring an action to require revisions to the Percentages of Value under Section 95 of the Act.

7 6 Exercise of Developer's Rights There is no obligation on the part of the Developer to expand, contract, withdraw or convert the Condominium Project, nor is there any obligation to add or withdraw portions of the Project in any particular order, nor to construct particular improvements on any withdrawn lands. The Developer may, in its discretion, establish all or a portion of the lands withdrawn from the Project as a separate condominium project (or projects) or as any other form of development. There shall be no negative reciprocal easement which arises against any adjacent lands as a result of the creation or operation of this Project.

7 7 Consent All Co-owners, mortgagees of Units, and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to any amendment or amendments necessary to effectuate the expansion, contraction and conversion rights set forth in this Article, and, subject to the limitations set forth in this Article, the proportionate reallocation of Percentages of Value of remaining Units which the Developer may determine to be necessary in conjunction with the amendment(s). All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of executing such amendment(s) to the Master Deed and all other Condominium Documents as may be necessary to effectuate the rights set forth in this Article.

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7 8 Additional Provisions Any amendment or amendments to the Master Deed made by the Developer to expand, contract or convert as set forth in this Article may also contain such provisions as the Developer may determine necessary or desirable, including, but not limited to, provisions (i) to create easements burdening or benefitting any portion of the Project affected by the amendment(s), and (ii) to create or change restrictions or other terms and provisions, including designations and definition of Common Elements, affecting any portion of the Project affected by the amendment(s), as reasonably necessary in the Developer's judgment to enhance the value or desirability of the Project

ARTICLE VIII
UTILITIES AND OTHER SERVICE PROVIDERS

8 1 Designation of Common Utility Carrier The Association shall have the right to designate the utility carrier(s) who shall furnish gas, electric, local telephone, cable television services and other utilities for the Condominium Project and/or to contract directly with utility providers on behalf of all Units of the Condominium. The Association shall also have the right to designate and/or contract with trash removal service(s) for the Project on behalf of all Units in the Project. Any decision made by the Board of Directors of the Association for these purposes shall be binding upon all Co-owners of the Project, and all Co-owners and Mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have appointed the Association as their attorney in fact for these purposes

8 2 Allocation of Cost The Board of Directors of the Association shall include any trash removal or utility expense contracted for by the Association as a general expense of administration of the Association, unless such cost may be determined on a per unit basis at a reasonable cost and without unreasonable modification to any Units (both matters as determined by the Board of Directors of the Association), in which case it shall be treated as a special expense which shall be specially assessed against each Unit by the Association, based upon such Units' relative utility consumption or selection of utility services. The Association may also determine a base level of utility service which shall be enjoyed by all co-owners, such as for cable television services, and the Association may contract on behalf of all Units for such basic services and include the cost of such basic service as a general expense of administering the Project, any level of service beyond such basic level, such as premium cable television stations, may be specially assessed the affected Units who choose the additional service

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ARTICLE IX
AMENDMENT AND TERMINATION

9 1 Pre-Conveyance If there is no Co-owner other than the Developer, the Developer may unilaterally amend the Master Deed (including Exhibits A and B), or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting such amendment or termination shall be recorded in the office of the Ottawa County Register of Deeds.

9 2 Post-Conveyance If there is a Co-owner other than the Developer, the Master Deed may be amended for a proper purpose only as follows:

a Non-Material Changes The amendment may be made and recorded by the Developer or the Association without the consent of any Co-owner or mortgagee if the amendment does not materially alter or change the rights of any Co-owner or mortgagee. An amendment which does not materially change the rights of a Co-owner or mortgagee (a "non-material amendment") includes, without limitation, any amendment which modifies the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements or which arises by the exercise of any reserved rights of the Developer to relocate the boundaries of adjoining Units it owns:

- (1) **By Developer** A non-material amendment may be made and recorded by the Developer, without the consent of the Association, Co-owners or the mortgagees of the Project.
- (2) **By Association** Any non-material amendment made by the Association must be approved by a majority vote of the Co-owners eligible to vote on the amendment, provided, however, that the Board of Directors shall have the power, acting on behalf of the Association and without need for vote by the Co-owners, to reassign Limited Common Elements under Article IV, to adjust the Condominium Subdivision Plan to reflect the granting of easements for certain permitted purposes under Article VI, and, after the Development and Sales Period, to exercise any powers expressly reserved under Article VII.

b Material Changes - No Consent Needed An amendment may be made and recorded by the Developer, even if it will materially alter or change the rights of Co-owners or mortgagees, without the consent of the Co-owners or mortgagees.

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(1) To redefine Common Elements, to redefine any added, converted, or contracted area, to allocate the Association's expenses among the Co-owners, to reallocate or adjust Percentages of Value in connection with any amendment made pursuant to this subsection (1), and to make any other amendment specifically described and permitted to the Developer in any provision of this Master Deed,

(2) To modify the General Common Elements in the area of unsold Units,

(3) To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction, or any similar errors in the Master Deed, or to correct errors in the boundaries or locations of improvements,

(4) To clarify or explain the provisions of the Master Deed,

(5) To comply with the Act, or rules promulgated under the Act, or to comply with any requirement of any governmental or quasi-governmental agency or any financing institution providing mortgages on Units in the Condominium Project,

(6) To make, define, or limit easements affecting the Condominium Project,

(7) To record a Consolidating Master Deed or an amendment with an "as built" Subdivision Plan attached and/or to designate any improvements shown on the Condominium Subdivision Plan as "must be built," subject to any limitations or obligations imposed by the Act,

(8) To exercise any right which the Developer has reserved to itself in this Master Deed,

(9) To terminate or eliminate reference to or assign any right which the Developer has reserved to itself,

(10) To facilitate conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, or any other agency of the Federal Government or the State of Michigan

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Some of the types of amendments described above, such as those described in subsections (3), (4) and (10), are presumptively non-material in nature, but even to the extent they may be deemed to be material in nature, no Co-owner or mortgagee consent is required for any amendment made by the Developer and described in this subsection b

c Material Amendments - Consent Needed Except as provided below or as provided by applicable law, amendments may be made to the Master Deed, even if they will materially alter or change the rights of Co-owners or mortgagees, but except as provided in subsection b above, any amendment which will materially alter or change the rights of Co-owners or mortgagees can be adopted only with the consent of not less than two-thirds (2/3) of the votes of the Co-owners and mortgagees. Only Co-owners who are entitled to vote as of the record date for such vote shall be considered for purposes of determining the two-thirds (2/3rds) requirement of this paragraph. A mortgagee shall have one vote for each Condominium Unit in the project that is subject to its first mortgage or mortgages, without regard to how many mortgages the mortgagee may hold on a particular Condominium Unit. The consent of any mortgagee which is required to effectuate an amendment shall be solicited by written ballot and mortgagees are not required to appear at any meeting of Co-owners. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval of the proposed amendment.

d Developer Consent - Necessary During the Development and Sales Period, no amendment may be made to the Master Deed or to any other Condominium Document without the written consent of the Developer. No amendment may be made to alter or eliminate any easement interests of the Developer or reserved rights of the Developer without the written consent of the Developer.

9.3 Restrictions on Amendment Until the Transitional Control Date, the rights of a Co-owner, including the Developer, to rent any number of Condominium Units shall be controlled by the provisions of the Condominium Documents as recorded by the Developer and shall not be changed without the Developer's approval. Any amendment to the rental provisions of the Master Deed shall not affect the rights of any lessors or lessees under a written lease executed before the effective date of the amendment, provided the lease is otherwise in compliance with the Condominium Documents and the Act, nor shall any such amendment affect the rental rights associated with any Condominium Unit(s) as long as the Unit(s) is/are owned or leased by the Developer. Notwithstanding any other provision of this Article, the method or formula used to determine the Percentages of Value of Units in the Condominium Project, as described in Article V of this Master Deed may not be modified without the consent of each affected

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Co-owner and mortgagee A Co-owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent

9 4 Project Termination If there is a Co-owner other than the Developer, the Project may be terminated only with the written consent of the Developer and not less than eighty (80%) of the Co-owners and mortgagees, as follows

a Agreement of the required number of Co-owners and mortgagees to termination of the Project shall be evidenced by their execution of a termination agreement or by written ratification of the termination agreement, and the termination shall become effective only when the agreement is so evidenced of record

b Upon recordation of an instrument terminating the Project, the property constituting the Common Elements of the Project shall be owned by the Co-owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy in common lasts, each Co-owner or the heirs, successors, or assigns of the Co-owner shall have an exclusive right of occupancy of that portion of the property which formerly constituted his or her Condominium Unit

c Upon recordation of an instrument terminating the Project, any rights the Co-owners may have to the assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before recordation, except that common profits shall be distributed in accordance with the Condominium Documents and the Act

d Notification of termination by first class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lienholders, and prospective purchasers who deposited funds. Proof of dissolution must be submitted to the Michigan Department of Consumer and Industry Services or its successor

9 5 Costs of Amendments The costs of preparing and recording each proposed amendment shall be presumed to be an expense of administration of the Association. Notwithstanding the foregoing, the costs of any amendment of the Master Deed which is made by the Developer for the benefit of the Developer shall be paid by the Developer and the costs of any amendment passed to benefit fewer than all of the Co-owners shall be paid by the benefitted Co-owners. Each proposed amendment shall be accompanied by a separate statement, which shall not be a part of the recordable amendment, designating who will be responsible for paying the costs of the amendment, but the failure to include any such statement shall not invalidate any duly adopted

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amendment. Co-owners and mortgagees of record shall be notified of each proposed amendment of the Master Deed not later than ten (10) days before the amendment is recorded.

ARTICLE X
ASSIGNMENT OF DEVELOPER RIGHTS


10.1 Right to Assign Any or all of the rights and powers granted to or reserved by the Developer in the Condominium Documents or by law, including, without limitation, the power to approve or to disapprove any act, use, or proposed action, may be assigned by the Developer to any other entity or person, including the Association. Any such assignment or transfer shall only be made by appropriate instrument in writing, and shall be duly recorded in the office of the Ottawa County Register of Deeds.

ARTICLE XI
LIMITATION OF LIABILITY

11.1 Limitation The enforcement of any rights or obligations contained in the Condominium Documents against the Developer shall be limited to the interest of the Developer in the Project. No judgment against the Developer shall be subject to execution on, or be a lien on any assets of, the Developer other than the Developer's interest in the Project.

The Developer has duly executed this Master Deed on the day and year which appear in the opening paragraph of this Master Deed.

HAMMOND BAY PRESERVE, LLC, a
Michigan limited liability company
By Bradley James Development Co.,
LLC, a Michigan corporation
Its Manager

By 
Brad Cruzanga
Its Member

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STATE OF MICHIGAN)
) ss
COUNTY OF OTTAWA)

On this 15th day of September, 2003, before me, a notary public in and for said County, personally appeared Brad Gruizinga, Member, Bradley James Development Co , L L C , a Michigan corporation, and manager of Hammond Bay Preserve, LLC, a Michigan limited liability company, to me known to be the same person described in and who executed this instrument and acknowledged that he executed it as his free act and deed on behalf of said limited liability company



David W Charron
Notary Public, Kent County, MI
Acting in Ottawa County, MI
My Commission Expires 5/17/2005

S:\DWC\Hammond Bay\Bayou Meadows II\master deed revised wpd

EXHIBIT A

CONDOMINIUM BY-LAWS

Bayou Meadows II

ARTICLE I

CONDOMINIUM PROJECT

1 01 Organization Bayou Meadows II, a residential site and marina condominium project located in the Township of Spring Lake, Ottawa County, Michigan (the "Project") is being constructed in a multiple phases so as to comprise a maximum of thirty (30) residential building sites and fifty two (52) marina condominium units. Upon the recording of the Master Deed, the management, maintenance, operation and administration of the Project shall be vested in an association of co-owners organized as a non-profit corporation (the "Association") under the laws of the State of Michigan. The entity initially created for this purpose is Bayou Meadows II Condominium Association.

1 02 Compliance All present and future Co-owners, mortgagees, lessees or other persons who may use the facilities of the Condominium in any manner shall be subject to and comply with the provisions of the Michigan Condominium Act, Act No. 59, P. A. 1978, as amended (the "Act"), the Master Deed, the Articles of Incorporation of the Association, the Association By-Laws, and the other Condominium Documents, and all amendments thereto which pertain to the use and operation of the Condominium Project. The Association shall keep current copies of these documents available for inspection at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Project. The acceptance of a deed, land contract or conveyance, the entering into of a lease or the act of occupancy of a Condominium Unit in the Project shall constitute an acceptance of the provisions of these instruments and an agreement to comply therewith. The use of the property within the Project is also subject to all local zoning and building and use ordinances, if any, notwithstanding anything contained herein to the contrary.

ARTICLE II

MEMBERSHIP AND VOTING

2 01 Membership Each Co-owner of a Unit in the Project, present and future, shall be a member of the Association and no other person or entity shall be entitled to membership. Neither Association membership, nor the share of a member in the Association's funds and assets shall be assigned, pledged or transferred in any manner, except as an appurtenance to a Condominium Unit and any attempted assignment, pledge or transfer in violation of this provision shall be wholly void. No Co-owner may resign or be expelled from membership in the Association as long as he continues to be a Co-owner.

2 02 Voting Rights Except as limited in the Master Deed and in these Condominium By-Laws, voting on Association matters shall be as follows:

(a) **Weight of Vote** The Co-owners owning each Unit shall collectively be entitled to one vote when voting by number and one vote, the value of which shall equal the percentage assigned to the Unit as set forth in the Master Deed, when voting by value. Voting shall be by value, except in those instances where voting is specifically required to be in both value and in number. No accumulation

Bayou Meadows II

of votes shall be permitted

(b) **Directors** Directors of the Association shall be elected by a plurality of the votes cast at an election by members entitled to vote

(c) **Other Action** When an action, other than the election of directors, is to be taken by vote of the members, it shall be authorized by a majority of the votes cast by members entitled to vote, unless a greater plurality is required by the Condominium Documents or the Act

(d) **Majority** A "majority vote" means a vote by more than fifty percent (50%) of the Association members present in person or proxy at a duly convened meeting at which a quorum is present

2 03 **Members Entitled to Vote**

(a) **Eligibility** No Co-owner, other than the Developer, shall be entitled to vote on any action of the Association until he has presented written evidence of ownership of a Condominium Unit in the Project. Such written evidence of ownership shall be specified by the Board of Directors and provided the Association on or before the record date for the action which is the subject of the vote. No Co-Owner is eligible to vote at any meeting of members if payment of any assessment on his Unit is delinquent by more than thirty (30) days, as of the record date for the action to be voted upon

(b) **Developer** As a member of the Association, the Developer shall be entitled to vote on Association matters only those Units for which it holds title and is paying assessments levied by the Association. Nothing herein shall be construed to prevent the Developer from designating persons to fill vacancies on the First Board of Directors pursuant to Section 4 03 of the Bylaws

(c) **Record Date** For purposes of determining the members entitled to vote at a meeting of members or any adjournment, or to express consent or dissent from a written proposal without a meeting, or for the purpose of any other action, the Board of Directors of the Association may fix, in advance, a record date for the determination of members. If a record date is not fixed (i) the record date for determination of members entitled to notice of or to vote at a meeting of members shall be 2 00 o'clock p m on the day next preceding the day on which notice is given, or, if no notice is given, the day next preceding the day on which the meeting is held, and (ii) the record date for determining members for any purpose other than that specified in (i) above, shall be the close of business on the day on which the resolution of the Board of Directors relating thereto is adopted

2 04 **Certificate** The Co-owner entitled to cast the vote for the Unit and to receive all notices and other communications from the Association may be designated by a certificate signed by all the Co-owners of the Unit and filed with the Secretary of the Association. Such certificate shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned, and the name and address of every person or persons, firm, corporation, partnership, association, trust or other legal entity who is the Co-owner of the Unit or Units. All certificates shall be valid until revoked, until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned

2 05 **Proxies** Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. Proxies shall be valid only for the particular meeting designated and any adjournment thereof, and must be filed with the Association before the appointed time of the meeting

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2 06 Mortgages The following procedure shall apply whenever an amendment to the Condominium Documents is proposed and the Act or the Condominium Documents require the mortgagees of Units to vote to approve the amendment

(a) The date on which the proposed amendment is approved by the requisite majority of Co-owners shall be the "Control Date" Only those mortgagees who hold a duly recorded first mortgage or a duly recorded assignment of a first mortgage against one or more condominium units in the Project on the Control Date is entitled to vote on the amendment, unless otherwise provided by the Act

(b) Each mortgagee entitled to vote shall have one vote for each condominium unit in the Project that is subject to its first mortgage or first mortgages, without regard to how many mortgages the mortgagee may hold on a particular Condominium Unit

(c) The Association shall give a notice to each mortgagee entitle to vote as required by the Act

(d) The Association shall mail the notice to the mortgagee at the address provided in the mortgage or assignment for notices by certified mail, return receipt requested

(e) The Association shall maintain a copy of the notice, proofs of mailing of the notice, and the ballots returned by mortgagees for a period of two years after the Control Date

(f) The failure of a mortgagee to return a ballot within ninety (90) days from the date mailed shall be deemed to constitute a vote for approval of the measure voted upon The measure voted upon shall be considered approved by mortgagees if it is approved by the requisite number of first mortgagees whose ballots are received, or are deemed approved or considered to have been received, by the person(s) authorized by the Board of Directors to tabulate mortgagee votes not later than one hundred (100) days after the date the ballot is mailed In calculating the 100 days, the date of mailing itself shall not be counted but the one-hundredth day shall be included unless the 100th day is a Saturday, Sunday, legal holiday, or holiday on which the United States Postal Service does not regularly deliver mail, in which case the last day of the 100 days shall be the next day that is not a Saturday, Sunday, Legal Holiday, or holiday on which the United States Postal Service does not regularly deliver mail

ARTICLE III**MEETING AND QUORUM**

3 01 Annual Meeting An annual meeting of members for the election of directors and for such other business as may come before the meeting shall be held each year, at a date, time and place specified designated by the Board of Directors, provided however, that no annual meeting shall be held until Co-owners other than the Developer have acquired the right to elect one or more members to the Board of Directors, as more fully specified in Section 4 03(b) of these Bylaws

3 02 Special Meetings During the Development and Sales Period, the Developer may call special meetings of members at any time for informational purposes or other appropriate purposes The Association Bylaws may also specify times when special meetings of members may be called

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3 03 Advisory Committee Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of one-third of the Units that may be created, or one year after the initial conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs, three persons shall be selected by the Developer from among the Co-owners other than the Developer to serve as an Advisory Committee to the Board of Directors. The purpose of the Advisory Committee is to facilitate communication between the Board of Directors and non-developer Co-owners and to aid in the ultimate transition of control of the Association. The members of the Advisory Committee shall serve for one (1) year, or until their successors are selected, and the Advisory Committee shall automatically cease to exist on the Transitional Control Date. The Board of Directors and the Advisory Committee shall meet with each other at such reasonable times as may be requested by the Advisory Committee, provided, however, that there shall be not more than two such meetings each year unless both parties agree.

3 04 Notice At least ten (10) days prior to the date of a meeting of members, written notice of the time, place and purpose of the meeting shall be mailed or delivered to each member entitled to vote at the meeting, provided, that not less than 20 days written notice shall be provided to each member of any proposed amendment to these By-Laws or to the other Condominium Documents. The notice provisions of this Section 3 04 shall not apply if the Association employs a written consent resolution to effect the action and Michigan law authorizes the use of such consent resolution.

3 05 Quorum of Members The presence in person or by proxy of thirty percent (30%) in number of the Co-owners entitled to vote shall constitute a quorum of members for any meeting of members.

ARTICLE IV**ADMINISTRATION**

4 01 Board of Directors The business, property, and affairs of the Association shall be managed and administered by a member of the Board of Directors, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association. All directors shall serve without compensation. The number of directors shall be set forth in the Association Bylaws.

4 02 Nomination of Directors Persons qualified to be directors may be nominated for election (1) by the Board of Directors, or (2) by a nominating petition, signed by Co-owners representing at least three Units, and either signed by the nominee or accompanied by a document signed by the nominee indicating his willingness to serve as a director, and submitted to the Board of Directors at least 20 days before the meeting at which the election is to be held, provided, however, that in either case, additional nominations may be made from the floor at the meeting at which the election is held for each vacancy on the Board of Directors for which no more than one person has been nominated. In this instance, the nominees must either be present at the meeting and consent to the nomination or have indicated in writing a willingness to serve. This Section 4 02 does not apply to persons appointed to the Board by the Developer.

4 03 Term The term of office for all directors, except members of the first Board of Directors, shall be two years, or until their successors are elected and qualified.

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(a) **First Board of Directors** The terms of office for the members of the first Board of Directors designated by the Developer, including any successor Directors designated by the Developer (together herein "First Board") shall expire on the date the Development and Sales Period ends, unless terminated earlier by operation of subsection (b) below. At any election of directors by non-developer Co-owners required by subsection (b) below, the Developer shall designate the directorship term of the First Board which has expired so that a directorship may be filled in accordance with Section 52 of the Act, as amended.

(b) **Election of Non-Developer Co-owners**

(i) The term of office of one of the members of the First Board of Directors, as selected by the Developer, shall expire 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 25% of the Units which may be created. Co-owners other than the Developer shall elect an individual to fill this position prior to its vacancy.

(ii) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units that may be created, and before conveyance of 90% of such Units, non-developer Co-owners shall elect all Directors on the Board, except that the Developer will have the right to designate at least one Director as long as the Developer owns and offers for sale at least 10% of the Units in the Project or as long as 10% of the Units remain that may be created.

(iii) Regardless of the percentage of Units which have been conveyed, if less than 75% of the Units that may be created have not been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, Co-owners other than the Developer shall have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but will not reduce, the minimum election and designation rights of Co-owners other than the Developer otherwise established above in subsections (i) and (ii). Application of this subsection does not require a change in the size of the Board of Directors.

(iv) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsections (b)(i) and (b)(ii) above, or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b)(iii) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater will be rounded up to the nearest whole number, which number will be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer will have the right to designate the remaining members of the Board of Directors. Notwithstanding the foregoing, application of this subsection (iv) will not eliminate the right of the Developer to designate one member to the Board as provided in subsection (b)(i).

(v) For purposes of calculating the timing of events described in this subsection (b), and in subsection (d) of this Section 4.03, conveyance by the Developer to a residential builder, even though not an affiliate of the Developer, is not considered a sale to a non-developer Co-owner until such time as the residential builder conveys that unit with a completed residence.

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on it or until the Unit contains a completed residence which is occupied

(c) **Removal of Directors** Except for the First Board of Directors, or any successor Director designated by the Developer, a director or the entire Board may be removed with or without cause by a majority vote of the members entitled to vote thereon. The Developer shall have the exclusive right to remove and replace any and all of the First Board of Directors or any director designated by the Developer, at any time or from time to time, and in its sole discretion.

(d) **Vacancies Prior to Conclusion of Development Period** As long as the Developer owns and offers for sale at least 10% of the Units in the Project or as long as 10% of the Units remain that may be created, whichever is longer, the Developer shall have the exclusive right to designate persons to serve as Directors for the remaining unexpired term of any vacant directorship, provided however, that only non-developer Co-owners shall have the right to fill any vacancy occurring in a directorship which was previously filled by an election of Co-owners other than the Developer.

(e) **Vacancies After Initial Development Period** Vacancies in the Board of Directors which occur after the Developer no longer owns and offers for sale at least 10% of the Units in the Project or which occur after 10% of the Units no longer remain to be sold that may be created, whichever is longer, caused by any reason other than the removal of a Director by a vote of the members of the Association, will be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person elected by vote of the Directors shall serve as a Director until a successor is elected and qualified at the next annual meeting of the Association. Vacancies caused by the removal of a Director by a vote of the members of the Association shall only be filled by a vote of the members.

(f) **Actions of First Board** All actions of the members of the First Board, including any successor Directors thereto designated by the Developer, shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association, so long as such actions are within the scope of the powers and duties which may be exercised by a Board of Directors as provided in the Condominium Documents.

4 04 Powers and Duties The Board shall have all powers and duties necessary for the management and administration of the affairs of the Association and may do all acts and things as are not permitted by the Condominium Documents as required thereby to be exclusively done and exercised by the Co-owners. In addition to the foregoing general duties which may be imposed by resolution of the members of the Association or which may be set forth in the Association Bylaws, the Board of Directors shall have the following powers and duties:

(a) Care, upkeep and maintenance of the common elements, including the trimming, cutting down, planting, and/or cultivation of trees and other plantings,

(b) Development of an annual budget, and the determination, assessment and collection of amounts required for the operation and other affairs of the Condominium,

(c) Contract for and employ persons to assist in the management, maintenance, administration and security of the Condominium Project,

(d) Adoption and amendment of rules and regulations covering the details of the use of Condominium Project,

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(e) Opening bank accounts, borrowing money and issuing evidences of indebtedness in furtherance of the purposes of the Condominium, and designating signatories required therefor,

(f) Obtaining insurance for Condominium property, the premiums of which shall be an expense of administration,

(g) Authorizing the execution of contracts, deeds of conveyance, easements and rights-of-way affecting any real or personal property of the Association on behalf of the Co-owners,

(h) Making or authorizing repairs, additions and improvements to, or alterations of, the Condominium Project, and repairs to and restoration of the property in accordance with the other provisions of these By-Laws after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings,

(i) Asserting, defending or settling claims on behalf of all Co-owners in connection with the common elements of the Project and, upon written notice to all Co-owners, instituting actions on behalf of and against the Co-owners in the name of the Association,

(j) To make rules and regulations in accordance with Section 7 06 of these Bylaws,

(k) To establish such committees, as it deems necessary, convenient or desirable, and to appoint persons thereto for the purpose of implementing the administration of the condominium and to delegate to such committees any function or responsibilities which are not by law or required to be performed by the Board,

(l) Consenting to or authorizing or disapproving actions of the Co-owners which require the consent of the Association under this Master Deed or under the other Condominium Documents,

(m) Such further duties as may be imposed by resolution of the members of the Association or which may be set forth in the Condominium Documents,

(n) To grant concessions, easements or licenses or to enter into oil and gas leases, for the use of the general common elements of the Condominium Project on behalf of the Co-owners and in furtherance of any of the purposes of the Association, including easements to utilize, tap, tie into and enlarge and maintain all utility mains or laterals located in the Common Element areas of the Condominium for water, gas, storm or sanitary sewer purposes, whether or not the same are dedicated, and

(o) To dedicate all or any portion of the general common elements to or for the use of the public, including all roadways and utilities serving the condominium

4 05 Books of Accounts The Association shall keep books and records containing a detailed account of the expenditures and receipts affecting the administration of the Condominium, which shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association and its Co-owners. Such accounts shall be open for inspection by the Co-owners during reasonable working hours at a place to be designated by the Association, and the Association shall prepare therefrom, and distribute to all Co-owners at least once each year, a financial statement, the contents of which shall be defined by the Association. The books and records shall be reviewed annually and audited at least once every three years by qualified independent auditors (who

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need not be certified public accountants), and the cost of such review or audit shall be an expense of administration. An audit need not be certified.

4 06 Maintenance and Repair

(a) **Unit** All maintenance of and repair to a Condominium Unit, and to Limited Common Elements which are appurtenant to a single Condominium Unit, to the extent set forth in the Master Deed, other than maintenance of and repair to any General Common Element contained within the Condominium Unit, shall be made by the Co-owner of such Unit.

(b) **Damage to Units and Common Elements** Each Co-owner shall be responsible for all damages to any other Units or to the Common Elements resulting from the repair and maintenance of his Condominium Unit or limited common elements, or from his failure to effect such maintenance and repair. The Association may, after notice and a hearing, specially assess such Co-owner for the amount of the damage to any other Units or to the common elements resulting from such conduct or from the Co-owner's failure to effect maintenance and repair of his Unit or limited common elements.

(c) **Other Limited Common Elements** All maintenance of and repair to the Limited Common Elements which are appurtenant to more than one Condominium Unit shall be made by the Association and specially assessed to all of the Co-owners of Units to which the Limited Common Elements are appurtenant on an equal basis, unless necessitated by the negligence, misuse or neglect of a Co-owner, in which case such expense may be specially assessed by the Association against such Co-owner after notice and a hearing thereon.

(d) **Right of Access** The Association, or its agents, shall have access to each Unit from time to time during reasonable working hours, and upon reasonable notice to the occupant thereof, for the purpose of maintenance, repair or replacement of any of the General Common Elements located therein or accessible therefrom, and for the purpose of making emergency repairs necessary to prevent damage to other Units, the Common Elements or both, provided however, that nothing contained herein shall be construed to permit the Association access to the residence constructed within each Unit without the express permission of the Unit's Co-owner. Nothing contained herein shall be construed to require the Association to repair or maintain the individual septic tank or sewage disposal system associated with any Unit.

(e) **Submetered Utilities** Any utilities consumed in the Project by Co-owners and whose cost is billed to the Association may be sub-metered by the Association or individually measured, the Association may specially assess the cost of servicing an individual unit or units against such Unit(s). If more than a single unit is included on the same sub-meter or measuring device, the Association shall specially assess the cost of the utility on a uniform basis to those consuming the utility.

4 07 Reserve Fund The Association shall maintain a reserve fund, to be used only for major repair and replacement of the Common Elements, as required by Section 105 of the Act, as amended. Such fund shall be established in the minimum amount hereinafter set forth on or before the Transitional Control Date, and shall, to the extent possible, be maintained at a level which is equal to or greater than 10% of the then current annual budget of the Association on a non-cumulative basis. The minimum reserve standard required by this Section may prove to be inadequate, and the Board should carefully analyze the Project from time to time in order to determine if a greater amount should be set aside or if additional reserve funds shall be established for other purposes.

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4 08 Construction Liens A construction lien arising as a result of work performed upon a Condominium Unit or Limited Common Element shall attach only to the Unit upon which the work was performed or to which the Limited Common Element is appurtenant, and a lien for work authorized by the Developer, residential builder, or principal contractor shall attach only to Condominium Units owned by the Developer, residential builder, or principal contractor at the time of recording of the statement of account and lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Co-owner of such Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Condominium Unit for work performed on the General Common Elements not contracted for by the Association, or the Developer, residential builder or principal contractor.

4 09 Managing Agent The Board may employ for the Association a management company or managing agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the powers and duties listed in Section 4 04 of this Article. The Developer or any person or entity related thereto may serve as Managing Agent if so appointed. A service contract or management contract entered into between the Association and the Developer or affiliates of the Developer shall be voidable by the Board of Directors on the Transitional Control Date or within ninety (90) days thereafter, and on thirty (30) days notice at any time thereafter for cause.

4 10 Officers The Association By-Laws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of officers of the Association and may contain any other provisions pertinent to officers and directors of the Association not inconsistent herewith. Officers may be compensated, but only upon a majority vote of the Co-owners present in person or by proxy at a meeting of members.

4 11 Indemnification All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of their actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association, upon 10 days notice to all Co-owners, in the manner and to the extent provided by the Association By-Laws. In the event that no judicial determination as to indemnification has been made, an opinion of independent counsel as to the propriety of indemnification shall be obtained if a majority of Co-owners vote to procure such an opinion.

ARTICLE V**ASSESSMENTS**

5 01 Annual Budget The Board of Directors shall, from time to time, and at least annually, adopt a budget for the Association which shall include the estimated funds required to defray common and special expenses of the Condominium for which the Association has responsibility for the next ensuing year, including a reasonable allowance for contingencies and reserves, and the Board shall allocate and assess such charges against all Co-owners in the manner required by this Article.

5 02 Common Expenses

(a) The common expenses of the Condominium shall consist, among other things, of such amounts as the Board may deem proper for the operation and maintenance of the Condominium Project under the powers and duties delegated to it hereunder, and may include, without limitation,

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amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve for repair and replacement of the Common Elements or other Association property, and for meeting any deficit in the common expense for any prior year. All costs incurred by the Association in satisfaction of any liability arising within, caused by or connected with the Common Elements or the administration of the Project shall be common expenses of administration, and all sums received as proceeds of or pursuant to any policy of insurance securing the interests of the Co-owners against liabilities or losses arising within, caused by or connected with the Common Elements or the administration thereof shall be receipts of administration. The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

(b) Common expenses shall be apportioned among all Units according to the percentage of value attributed to the Units by the Master Deed.

5 03 Special Expenses

(a) The special expenses of the Association include the costs of utilities which are billed to the Association and specially assessed to individual Units. Special expenses also include costs or activities attributable to the acts or omissions of less than all of the Co-owners, and/or from the maintenance, repair or replacement of certain Limited Common Elements, all of which may be specially assessed against individual Units pursuant to the terms of the Master Deed.

(b) Special expenses associated with the administration of a Limited Common Element area shall be apportioned equally among the Co-owners whose Units are appurtenant to the Limited Common Element area.

5 04 Levy of Assessments

(a) The Board shall advise each Co-owner in writing of the amount of common and special expenses payable by him or her and shall furnish copies of each budget upon which such charges are based to all Co-owners, although failure to deliver a copy of the budget to each member shall not affect any member's liability for any existing or future assessment. All assessments which arise from the annual budgeting process shall be known as "regular assessments."

(b) Regular assessments shall be payable monthly or quarterly as determined by the Board of Directors, in advance, commencing with acceptance of a conveyance to a Unit, or with the acquisition of title to a Unit by any other means.

5 05 Increase of Regular Assessment During Fiscal Year Absent Co-owner approval as herein provided, regular assessments shall only be increased during a given fiscal year of the Association in accordance with the following:

(a) If the Board shall find the annual budget as originally adopted is insufficient to pay the costs of operation and maintenance of administering the Project:

(b) To provide for the replacement of existing Common Elements,

(c) To provide for the purchase of additions to the Common Elements in an amount not

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exceeding \$1,500 per improvement and \$125 per Unit annually, whichever is less, or

- (d) In the event of emergency or unforeseen development

Any increase in regular assessments other than or in addition to the foregoing shall require approval by a vote of 60% or more of the Co-owners

5 06 Determination of Special Assessments All assessments which are not included in the annual budget of the Association shall be determined and levied by the Board of Directors, after notice to the affected Co-owners and a hearing thereon, and they shall be known as special assessments. The Board shall, by resolution, determine the terms of payment of any special assessment, and, where an assessment involves more than one Co-owner, apportion the special assessment among Co-owners on a reasonable basis

5 07 Temporary Relief The Board of Directors, including the First Board or its successors appointed by the Developer, may relieve any Co-owner who has not constructed a residence within his or her Unit from payment, for a limited period of time, of all or some portion of his or her respective allocable share of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments until such Co-owner commences utilizing the Common Elements on a regular basis. Notwithstanding the foregoing, the Board of Directors is not obligated to reduce or abate the assessment of any Co-owner who has not constructed a residence within his Unit

5 08 Collection of Assessments

(a) All assessments and all fines levied against a Co-owner by the Association which are unpaid, together with interest on such sums, collection and late charges, advances made by the Association for taxes or other liens to protect its lien (a "protective advance"), and attorneys fees, constitute a lien upon the Unit or Units in the Project owned by the Co-owner at the time of the assessment or other charge became due, prior to all other liens except tax liens in favor of any state or federal taxing authority; and sums unpaid on a first mortgage of record except that assessments that are evidenced by a notice of lien, have priority over a first mortgage recorded subsequent to the recording of the notice of lien by the Association. For purposes of this subsection (a), the term "assessment" includes, without limitation, all regular and special assessments described in this Article V and all special assessments against Co-owners described elsewhere in these Bylaws. The assessment lien upon each Condominium Unit owned by the Co-owner shall be in the amount assessed against the Unit, plus a proportionate share of the total of all other unpaid assessments attributable to Condominium Unit(s) no longer owned by the Co-owner but which became due while the Co-owner had title to the Unit(s)

(b) Each Co-owner shall be obligated for the payment of all assessments, fines, interest, late fees, protective advances, and attorneys fees levied with regard to his Unit during the time that he is the owner thereof, and no Co-owner may exempt himself from liability for his contribution by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of his or her Unit

(c) In the event of default by any Co-owner in paying an assessment, the Board may accelerate and declare all unpaid installments of the regular assessments for the pertinent fiscal year immediately due and payable. In addition, the Board may assess reasonable late charges, or interest at twelve percent (12%) per annum or the highest legal rate, whichever is lower, on such assessment from the date thereof

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(d) All expenses incurred in collection of an assessment, including late charges, interest, costs and actual attorney's fees, and any advances for taxes or other liens paid by the Association to protect its lien for unpaid assessments, may be specially assessed by the Association against the Co-owner in default and while unpaid shall constitute a lien upon the Unit or Units owned by the Co-owner

(e) In addition to any other remedies available to the Association, the Association may enforce the collection of unpaid assessments by suit at law, for a money judgment or by foreclosure of the statutory lien securing payment of assessments in the manner provided by Section 108 of the Act, as amended. Each Co-owner, and every other person who from time to time has any interest in the Project, will be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit 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 for foreclosures by advertisement. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to the Unit he was notified of the provisions of this subsection, including this power of sale, and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and of any hearing on the same prior to the sale of the subject Unit. The Association shall have the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement, in the name of the condominium Project on behalf of the Co-owners. 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 purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. The Association is entitled to reasonable interest, expenses, costs, and attorney fees for foreclosure by advertisement or judicial action.

(f) A foreclosure proceeding may not be commenced without the recording and service of a notice of lien in accordance with the following:

(i) Notice of lien shall set forth

- a The legal description of the Condominium Unit or Units to which the lien attaches
- b The name of the Co-owner of record
- c The amount due the Association at the date of the notice, exclusive of interest, costs, attorneys fees and future assessments

(ii) The notice of lien shall be in recordable form, executed by an authorized representative of the Association and may contain other information as the Association may deem appropriate.

(iii) The notice of lien shall be recorded in the office of the register of deeds in the county in which the Project is located and shall be served upon the delinquent Co-owner by first class mail, postage prepaid, addressed to the last known address of the Co-owner at least ten (10) days in advance of commencement of the foreclosure proceeding.

(g) In an action for foreclosure, a receiver may be appointed and reasonable rental for the Unit may be collected from the Co-owner thereof or anyone claiming under him. The Association

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may also discontinue the furnishing of any services to a Co-owner in default in the payment of assessments upon seven (7) days written notice to such Co-owner of its intent to do so. A Co-owner in default in the payment of assessments shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues, provided, that this provision shall not operate to deprive any Co-owner of ingress and egress to and from his Unit. The foregoing rights of the Association with respect to a Co-owner in default for the payment of an assessment are cumulative, and not alternative, and will not preclude the Association from exercising such other remedies as may be available at law or in equity.

(h) The Association, acting on behalf of all Co-owners, may bid in at the foreclosure sale, and acquire, lease, mortgage, or convey the Condominium Unit. An action to recover money judgments for unpaid assessments may be maintained without foreclosing or waiving the lien. An action for money damages and foreclosure may be combined in one action.

(i) The Co-owner of a Condominium Unit subject to foreclosure, and any purchaser, grantee, successor, or assignee of the Co-owner's interest in the Condominium Unit, is liable for assessments by the Association of Co-owner chargeable to the Condominium Unit that become due before expiration of the period of redemption together with interest, advances made by the Association for taxes or other liens to protect its lien, costs, and attorneys fees incurred in their collection.

(i) Upon the sale or conveyance of a Condominium Unit, all unpaid assessments, interest, late charges, fines, costs, and attorney fees against the Unit shall be paid out of the sales price by the purchaser in preference over any other assessment or charges of whatever nature except the following: (a) amounts due the State, or any subdivision thereof, or any municipality for taxes and special assessments due and unpaid on the Unit, and (b) payments due under a first mortgage having priority thereto. A purchaser or grantee shall be entitled to a written statement from the Association setting forth the amount of unpaid assessments, interest, late charges, fines, costs, and attorneys fees against the seller or grantor and such purchaser or grantee shall not be liable for, nor shall the Unit conveyed or granted be subject to a lien for any unpaid assessments interest, late charges, fines, costs, and attorneys fees, against the seller or grantor in excess of the amount set forth in such written statement, except amounts which may become due. Unless the purchaser or grantee requests a written statement from the Association at least five days before sale as provided in the Act, the purchaser or grantee shall be liable for any unpaid assessments against the Unit together with interest, costs, fines, late charges, and attorneys fees incurred in the collection thereof.

5 09 Application of Payments All payments on account of assessments in default shall be applied in the following manner, first, to costs of collection and enforcement of payment, including reasonable attorneys' fees and amounts paid to protect the Association's lien, second, to any interest and charges for late payment on such installments, and third, to installments in default in the order of their due dates.

5 10 Obligations of the Developer and Certain Residential Builders Notwithstanding any provision in this Article to the contrary, the Developer of the Condominium Project, and any residential builder who is specifically assigned rights by the Developer, although a member or members of the Association, will not be responsible during the Development and Sales Period for payment of the regular Association assessments or special assessments, except with respect to Units owned by it on which a completed building is located and occupied. The Developer (and/or designated residential builder) will at all times pay all expenses of maintaining the Units that it owns, including the residences and other improvements located thereon, together with a proportionate share of all current expenses of

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administration actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project and of the residences and other improvements constructed within or appurtenant to the Units that are not owned by Developer (and/or by a designated residential builder) For purposes of the foregoing sentence, the Developer's (and/or designated residential builder's) proportionate share of such expenses will be based upon the ratio of all Units owned by such party at the time the expense is incurred to the total number of Units then in the Project In no event shall the Developer (and/or designated residential builder) be responsible for payment of any charges for or with respect to deferred maintenance, reserves for replacement, reserves for contingencies, capital improvements or other special assessments, except with respect to completed Units owned by it on which a completed building is located In no event shall the Developer (and/or designated residential builder) be liable for any expense or assessment levied in whole or in part to purchase a Unit from the Developer (and/or designated residential builder) or to finance litigation or other claims against the Developer (and/or designated residential builder), any cost of investigating and preparing such litigation or claim or any similar related costs In no event shall the Developer (and/or designated residential builder) be liable for any special assessment levied pursuant to Section 4 06(b) or 4 06(c), or Section 5 06 For purposes of this paragraph, a "completed building" shall mean a building with respect to which a Certificate of Occupancy or its equivalent has been issued by the applicable local authority and which is occupied

5 11 Creditors The authority to levy assessments pursuant to this Article V is solely for the benefit of the Association and its members and shall not be exercised by or for the benefit of any creditors of the Association Nothing contained herein shall be construed to impose personal liability on the members of the Association for the debts and obligations of the Association

ARTICLE VI**TAXES, INSURANCE AND REPAIR**

6 01 Taxes All special governmental assessments and real property taxes shall be assessed against the individual Units and not against the total property of the Project or any phase thereof, except for the year in which the Project or any phase thereof was established subsequent to the tax day Taxes and special assessments which become a lien against the property in any such year shall be expenses of administration of the Association and shall be specially assessed against the Units in proportion to the percentage of value assigned to each Unit Special assessments and property taxes in any year in which the property existed as an established Project on the tax day shall be assessed against the individual Units notwithstanding any subsequent vacation of the Project

Assessments for subsequent real property improvements to a specific Unit shall be assessed to that Unit description only, and each Unit shall be treated as a separate, single unit of real property for purposes of property tax and special assessment, and shall not be combined with any other Unit or Units, and no assessment of any fraction of any Unit or combination of any Unit with other units or fractions thereof shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made notwithstanding separate or common ownership thereof

6 02 Insurance The Association shall, to the extent appropriate given the nature of the Common Elements of the Project, obtain and maintain, to the extent available, fire insurance with extended coverage, vandalism and malicious mischief endorsements, and liability insurance, director and officer liability coverage and worker's compensation insurance pertinent to the ownership, use and maintenance of the Common Elements of the Project All such insurance shall be purchased by the

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Board of Directors for the benefit of the Association, the Co-owners, the mortgagees and the Developer, as their interests may appear. Such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) Each Co-owner shall be responsible for obtaining property insurance at his own expense with respect to the buildings and all other improvements constructed or to be constructed within the perimeter of his Condominium Unit, and within the Limited Common Elements solely appurtenant to his Unit. It shall also be each Co-owner's responsibility to obtain insurance coverage for the personal property located within his Unit or elsewhere in the Condominium Project, for personal liability for occurrences within his Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of the Unit.

(b) The Association shall have the right, but not the obligation, to obtain property insurance for all of the buildings and all other improvements constructed or to be constructed within the Project, including that property located within the perimeter of Condominium Units, and Limited Common Elements, and personal liability insurance for occurrences within the Project, including those within individual Units, for the benefit of all of the co-owners of the Project. All expenses for the liability portion of such insurance shall be a general expense of administration of the Association, except for any special endorsements requested by a Co-owner or mortgagee, the cost of which shall be specially assessed by the Association against all of the Co-owners of the Units which request and/or are benefitted by such endorsement. All expenses for the property insurance shall, to the extent possible, be specially assessed by the Association against the Co-owners of the Units to which the insured property is associated on the basis of the relative values of the properties insured, otherwise, they shall be general expenses of administration of the Association. All co-owners and all registered mortgagees of the Project shall be listed as additional insureds on any policies of liability insurance maintained by the Association under this subparagraph (b), and all registered mortgagees shall be listed as mortgagee loss payees. The Association shall provide written notice of its intention to purchase the insurance described in this paragraph to all co-owners and mortgagees of record of the Project at least thirty (30) days prior to the effective date of such insurance. Any property insurance purchased by the Association under this subparagraph shall be in an amount equal to the full replacement value of the property insured, or if more, for an agreed upon amount.

(c) The Association shall insure any Limited Common Element of the Project which is appurtenant to more than one Unit against fire and other perils covered by a standard extended coverage endorsement and vandalism and malicious mischief insurance, and for personal liability for occurrences within such Limited Common Element, to the extent applicable and appropriate, and in an amount to be determined annually by the Board of Directors of the Association. All expenses for insurance relating to such Limited Common Element shall, to the extent possible, be specially assessed by the Association against the Co-owners of the Units to which the Limited Common Element is appurtenant.

(d) The Association shall not be responsible in any way for maintaining insurance with respect to Limited Common Elements which are appurtenant to a single Unit, or to the Units or any improvements constructed therein.

(e) The Association shall maintain adequate fidelity coverage to protect against dishonest acts by its officers, directors, trustees and employees and all others who are responsible for handling funds of the Association.

(f) The Association and all Co-owners shall use their best efforts to see that all property

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and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association

(g) The Board of Directors is hereby irrevocably appointed the agent for each Co-owner, each mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Condominium or the Property, to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases upon the payment of claims

(h) Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages, costs and judgments, including actual attorneys' fees, which any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within such individual Co-owner's Unit or appurtenant Limited Common Elements. This provision shall not be construed to give an insurer any subrogation right or other right or claim against an individual Co-owner, the Developer or the Association

(i) Except as otherwise set forth herein, all premiums upon insurance purchased by the Association pursuant to these By-Laws shall be expenses of administration

6 03 Reconstruction and Repair If the Condominium Project or any of its Common Elements are destroyed or damaged, in whole or in part, the determination of whether or not to reconstruct, repair, or replace and the responsibility therefor, shall be as follows

(a) If the damaged property is a General Common Element or an easement or right of way benefitting the Condominium Project, the damaged property shall be repaired, rebuilt or replaced, unless all of the Co-owners and all of the institutional holders of mortgages on any Unit in the Project unanimously agree to the contrary. The Board of Directors shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual costs thereof. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation

(b) If the damaged property is a Unit or Limited Common Element appurtenant to only a single Unit, or any improvement constructed within a Unit or Limited Common Element appurtenant to only a single Unit, the Co-owner of such Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgages or other person having an interest in such property, and such Co-owner shall be responsible for the cost of any reconstruction or repair that he elects to make. The Co-owner shall in any event remove all debris and restore his Unit or appurtenant Limited Common Element and the improvements located therein to a clean and slightly condition satisfactory to the Association within a reasonable period of time following the occurrence of the damage

(c) If the damaged property is a Limited Common Element appurtenant to more than one Unit, or is any improvement constructed within such Limited Common Element, the following procedure shall apply (1) the Association shall obtain reliable and detailed estimates of the cost to repair, rebuild or replace the damaged property in a condition as good as that existing before the

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damage, and (2) the Association shall notify each of the Co-owners and mortgagees of Units to which the Limited Common Element is appurtenant in writing of the damage to the property, the estimated cost to repair, rebuild or replace the damage, and the availability of insurance proceeds to pay for the cost of repairing, rebuilding or replacing the damaged property. If it is possible to repair or rebuild the damaged property in a condition as good as that existing before the damage, or replace the damaged property, the Association shall make such complete repair or replacement unless, within 20 days after the Association gives the above written notice to the Co-owners and mortgagees, more than 60 percent of the Co-owners of the Units to which the Limited Common Element is appurtenant instruct the Board of Directors not to make such repairs or replacements. If the damaged property is repaired, rebuilt or replaced, all Co-owners of Units to which the Limited Common Element is appurtenant shall be responsible for an equal share of the cost of repair or replacement of the damaged property. If at any time during such repair or replacement the funds for the payment of the cost thereof are not covered by insurance proceeds or are otherwise insufficient, a special assessment for the cost of repair or replacement of the damaged property in sufficient amounts to provide funds to pay the estimated or actual costs thereof shall be made on an equal basis against the Units to which the Limited Common Element is appurtenant. If the Association has received or will receive insurance proceeds for the damaged property and the Association does not rebuild or repair the damaged property, the Association shall distribute the insurance proceeds to the Co-owners of the Units to which the Limited Common Element is appurtenant on an equal basis, subject to the rights of any mortgagees of such Units.

(d) Any reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for any damaged improvements located within the Unit unless prior written approval is obtained from the Association or its Architectural Design Board.

6 04 Eminent Domain The following provision shall control upon any taking by eminent domain

(a) If any portion of the Common Elements is taken by eminent domain, the award therefor shall be allocated to the Co-owners in proportion to their respective undivided interests in the Common Elements, after taking into consideration any specific loss attributable to a Unit because the condemned Common Element is "limited" in nature. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-owners for any taking of Common Elements and any negotiated settlement approved by more than two-thirds of Co-owners in value shall be binding on all Co-owners.

(b) If a Condominium Unit is taken by eminent domain, the undivided interest in the Common Elements appertaining to the Condominium Unit shall thenceforth appertain to the remaining Condominium Units, being allocated to them in proportion to their respective undivided interest in the Common Elements. The court shall enter a decree reflecting the reallocation of undivided interest produced thereby, and the award shall include, without limitation, just compensation to the Co-owner of the Condominium Unit taken for his undivided interest in the Common Elements as well as for the Condominium Unit.

ARTICLE VII**USE AND OCCUPANCY RESTRICTIONS**

7 01 Residential Use Residential site condominium Units shall be used exclusively for residential occupancy, and no residential site condominium Unit or any Common Element appurtenant

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thereto shall be used for any purpose other than that of a single family residence or other purposes customarily incidental thereto, except that with required approval of the local public authority professional and quasi-professional Co-owners may use their residence as an ancillary facility to an office established elsewhere, so long as such use does not generate traffic by members of the general public Marina condominium units shall be used exclusively for the mooring of watercraft No structure of a temporary character, trailer, tent, shack, garage, accessory building or outbuilding shall be used at any time as a residence, either temporary or permanent No building or structure shall be intended for or adapted to business purposes, and no duplex, apartment house, or any type of multiple-family dwelling of any kind will be erected, placed, permitted or maintained on any residential site Unit No improvement or structure other than a first class private residence with attached garage for not less than two cars and not more than four cars may be erected, placed, or maintained on any residential site Unit, except as permitted by Section 7 03(c)(v) The foregoing restrictions as to use shall not, however, be construed in such manner as to prohibit a Co-owner from (a) maintaining his personal professional library, (b) keeping his personal business or professional records and accounts, or (c) handling his personal or business telephone calls and correspondence Such uses are expressly declared customarily incidental to principal residential use and not in violation of said restrictions provided that (1) no sign or display that indicates from the exterior that the residence is being utilized in whole or in part for any purpose other than that of a dwelling, no commodities are sold upon the premises, (iii) no employees, other than a member of the immediate family residing on the premises, works from the premises, and (iv) no mechanical or electrical equipment is used, other than personal computers and other office type equipment

7 02 Common Areas The General Common Element Areas shall be used only by the Co-owners of Units in the Condominium and by their agents, tenants, family members, invitees and licensees for access, ingress to and egress from the respective Units and for other customary purposes incidental to use of the Units, provided, however, that any roadways, stormwater detention basins, storage areas or other common areas designed for a specific use shall be used only for the purposes approved by the Board of Directors of the Association The use, maintenance and operation of the General Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Co-owner, and shall be subject to any lease, concession or easement, presently in existence or entered into by the Board at some future time, affecting any part or all of said common elements

7 03 Architectural Control

(a) The Association's Board of Directors shall establish a standing committee of the Association known as the Architectural Design Board (herein "Design Board"), comprised of at least one and no more than five persons selected by the Board of Directors The Developer shall have the exclusive right to appoint the member(s) of the Design Board until the conclusion fo the Development and Sales Period, thereafter, the member(s) of the Design Board shall be selected by the Board of Directors and Directors of the Association shall comprise at least a majority of the members of the Design Board Members of the Design Board shall serve until they resign or are removed or replaced by the party who has the right to appoint them The party who appointed a member to the Design Board may remove such member of the Design Board at any time, with or without cause Any decision of the Design Board may be appealed to the Board of Directors

(b) Except for the buildings, structures and other improvements which presently exist in the Condominium Project, no building, structure or other improvements, including septic tanks, shall be constructed within the perimeters of a residential site condominium Unit or elsewhere in the Condominium Project, unless plans and specifications therefor, containing such detail as the Association

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may reasonably require, have first been approved in writing by the Design Board. No exterior modification may be made to any site, building, structure or improvement, including septic tanks, whether presently existing or to be constructed, unless plans and specifications therefor, containing such detail as the Association or the Design Board may reasonably require, have first been approved in writing by the Association or its Design Board. If site modifications are involved, a site grading plan shall be prepared and submitted along with plans and measures for control of soil erosion during the construction process. Construction or modification of any building or other improvements must also receive any necessary approvals from the local public authority. The Association or its Design Board shall have the right to refuse to approve any plans or specifications, color and/or material applications, grading or landscaping plans, or building location plans which are not suitable or desirable in its opinion for aesthetic or other reasons, and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to be constructed, the proposed location within the Unit, the location of structures within adjoining Units and the degree of harmony thereof with the Condominium as a whole. The Design Board shall have the authority to grant a variance from the size or dimensional restrictions of this Section upon a showing of good cause, provided however that such variance shall be reported to and approved by the Board and such approval is reflected in the minutes of the Board. Any variance granted by the Design Board and approved by the Board may be invalidated by a vote of a majority of the co-owners of the Project undertaken within ninety (90) days after the Board's approval of the variance. A notice of the variance shall be mailed to co-owners of record of the Association at the time it is granted. Members of the Design Board shall serve until they resign or are removed or replaced by the Board. The Board may remove any member of the Design Board at any time, with or without cause. Notwithstanding the foregoing, the members of the Design Board shall be appointed, replaced and otherwise selected by the Developer until the first to occur of the following dates: (a) the date a residence has been constructed and completed within each of the site condominium units, (b) five (5) years from the date of recording of the Master Deed, or (c) the date the Developer assigns to the Board the right to appoint the Design Board.

(c) All approvals required by this section shall comply with the following:

(i) **Construction Materials** All residences and other permitted buildings and structures shall be constructed in a substantial and good workmanlike manner and of new materials. All residences shall be of finished wood, masonry (including brick), log, or vinyl siding exterior, as approved by the Developer or Design Board upon its format. All windows shall be constructed of wood or vinyl, and if wood, clad with either aluminum or vinyl. Roofs shall be of shingle construction using cedar shingles, asphalt shingles, or steel. No tile roofs will be permitted. No roll siding, asbestos siding or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any residence or other permitted structure on any residential site Units of the Project and no roll roofing of any description or character shall be used on the roof of any residence or other permitted structure on any of said Units, except as a roof underlayment. The pitch of all roofs shall not be less than 3/12. All exterior paints, stains and material colors must be shown as part of the plan submitted for approval, and samples thereof shall be furnished to the Board upon request. All residences shall have a color range selected by the Architectural Design Board. No residence may be occupied without exterior of the residence being fully completed prior to its occupancy.

(ii) **Size and Space Requirements** No residence shall be constructed on any residential site Unit with a fully enclosed first floor area of less than one thousand three hundred (1,300) square feet (as calculated on exterior dimensions), exclusive of decks, porches, patios,

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garages, terrace level construction, and other spaces not considered habitable by Spring Lake Township. No residence with more than one story shall be constructed on any residential site Unit with a fully enclosed floor area of less than two thousand (2,000) feet, exclusive of decks, porches, patios, garages and terrace level construction. The Developer may, in the sole discretion of the Developer, waive or permit reasonable modifications of the square footage requirement.

(iii) **Floor Heights** All main floor levels of a residence shall be a minimum of eight feet in height, and second floor levels shall be eight feet or more. Below-grade portions of terrace or lower level walls shall be of poured concrete or cement block of not less than eight feet in height if the area will be considered habitable space and counted towards the square footage requirements of Section 7.05(ii). All construction must comply with current applicable state and local building codes and ordinances, and the height of all structures shall also be in compliance with local zoning regulations.

(iv) **Garage and Parking** All residential site Units must have either a two-car garage or a three-car attached garage, and outside parking for not less than four vehicles on or along the driveway. No detached garages shall be permitted.

(v) **Other Structure** No building other than a principal residence may be constructed or occupied within a Unit or used for storage or similar purposes, except that an accessory building with a dimension of no more than 144 square feet may be constructed and maintained in the rear yards of any residential site Unit. The exterior materials of any permitted accessory building must be the same as the residence located within the Unit unless otherwise determined by the Design Board. No gazebo, pool house, bathhouse or like structure shall be constructed or used for storage or similar purposes, without the prior written consent of the Design Board. Mailbox location, size, style and design may be specified by the Design Board. All accessory buildings and permanent children's play equipment shall be centered on the residence to which they are an accessory structure, or within twenty (20) feet of the such residence's center line. All permanent children's play equipment is limited to a maximum width of 12'x12' in size. No accessory building or permanent children's play equipment may have a height which exceeds ten (10) feet.

(vi) **Walls, Fences and Hedges, Swimming Pools** No fences to enclose or to define property lines of individual residential site Units shall be permitted unless the fence is located in the rear yard of the unit and it is nonobscure (allows one to view through it) in design with the slats having a minimum of a 3" space in between and no slats greater than 3-1/2" in width. Chain link fencing is allowed provided that it is professionally installed and the fabric and rails are vinyl coated. Other fences or hedges of an approved design and materials may be used, with the consent of the Design Board, to enclose service areas, patios, swimming pools or other areas requiring privacy. Swimming pools are allowed in rear yards of the building envelope provided the pool deck and coping shall not project more than two (2) feet above the average grade of the residential site Unit. No above-ground swimming pools will be permitted within the Project.

(vii) **Damage to Road or Utilities** Any damage to any road or utilities or any part of the Project by the Co-owner or the Co-owner's contractor or subcontractors in the course of the construction or alteration of any improvements or landscaping for a residential site Unit shall be repaired, replaced, or restored by such Co-owner at his or her sole cost in a manner approved

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by the Association

(viii) **Elevations** No substantial changes in the elevations of the land will be made on a residential site Unit without the prior written consent of the Developer during the Development and Sales Period, and thereafter, by the Association. Any change which materially affects the surface elevation, grade, or drainage of the surrounding Units will be considered a substantial change.

(ix) **Soil from Excavation** All soil to be removed from any of the Units either in grading or in excavation will, at the option of the Developer, become the property of the Developer and when removed will be placed by the owner of the Unit in such place or places within the Project as the Developer will designate at the Co-owner's expense.

(x) **Building Envelopes, Frontage** Residences, permitted accessory buildings, and permanent children's play equipment may only be constructed within the approved building envelope for the residential site Unit which has been approved by Spring Lake Township. Each residence within a residential site Unit shall front or present a good frontage on the street on which the unit fronts. Residences on corner lots or cul de sacs shall have a presentable frontage on the roadway on which the particular corner lot abuts, the front building line must be greater than 30 feet from the pavement and at a distance where the unit is at least 100 feet wide.

(xi) **Driveways** All driveways, driving approaches and off-street parking areas must be surfaced with a bituminous asphalt, or Portland cement binder pavement. Paving must be completed within six (6) months of the occupancy permit being issued.

(xii) **Procedure** No Co-owner shall apply to the Township or other governmental authority for a building or construction permit to undertake work which requires the consent of the Developer and/or Design Board hereunder without first obtaining the written approval of the Developer and/or Design Board. The Developer and/or Design Board shall indicate its approval of any plans and specifications by signing and dating each page of such documents. The approval of any plans or specifications shall not be construed as a warranty or guarantee of the viability of the designs represented therein.

The purpose of this section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners. Notwithstanding the foregoing, during the Development and Sales Period, the Developer may construct or approve the construction of dwellings or other improvements within the Condominium Project without the necessity of prior consent from the Association or Design Board or any other person or entity, subject only to the express limitations contained in the Condominium Documents, provided, however, that all such dwellings and improvements shall, in the reasonable judgment of the Developer or its architect, be architecturally compatible with the structures and improvements constructed elsewhere in the Condominium Project. Any consent obtained from the Developer pursuant to this paragraph shall have the same legal significance as consent obtained from the Association or its Design Board in Section 7.03(b).

7.04 Developer's Reserved Rights No buildings, fences, walls, retaining walls, drives, walks, docks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including color and design) except interior alterations which do not affect structural elements of any Units, until plans or specifications acceptable

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to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading of the area to be affected, shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with the Developer. The Developer shall have the right to refuse to approve any plans or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons, and in passing upon such specifications, grading or landscaping plans, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to erect the same, and the degree of harmony thereof with the Condominium as a whole. The Developer shall have the right, in its sole discretion, to reject any builder selected by a Co-owner who is not in the Developer's opinion suitable or desirable for the Project. The purpose of this section is to assure the continued maintenance of the Condominium Project as a beautiful and harmonious residential development, and shall be binding upon both the Association, its Design Board, and upon all Co-owners.

The restrictions contained in this Article VII shall not apply to the commercial activities or signs or billboards, if any, of the Developer during the Development and Sales Period, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, the Developer shall have the right to maintain a sales office, advertising display signs, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by the Developer. The Developer may assign its rights under this paragraph to one or more licensed residential home builders who purchase units from the Developer.

The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private and residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then the Developer, or any person to whom it may assign this right, at its option, may elect to maintain, repair and/or replace any common elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited hereby.

7 05 Specific Prohibitions Without limiting the generality of the foregoing provisions, use of the Project and all common elements by any Co-owner shall be subject to the following restrictions:

(a) **Trash** All trash shall be kept inside a garage or other fully enclosed area except for short periods of time reasonably necessary to permit collection. The Association may contract with a single trash removal company on behalf of all Co-owners and include the cost of the same as a cost of administering the Project. The Association may also require that all Co-owners use the same trash removal company designated by the Association.

(b) **Maintenance of Units and Residences** No Unit and no residence shall be permitted to become overgrown, unsightly or to fall into disrepair. All residences and accessory buildings shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the Architectural Design Board. Each Co-owner of the Project, for himself and his successors and assigns, hereby grants to the Association, the right to make

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any necessary alterations, repairs or maintenance approved by the Architectural Design Board to carry out the intent of this provision and they further agree to reimburse the Association for any expenses actually incurred in carrying out the foregoing. The Association may assess and collect such reimbursement in the same manner as it assesses and collects condominium assessments pursuant to Article V, above, and such amounts shall become a lien upon the Unit as provided in Article V.

(c) **Landscaping** The residential site Units shall be landscaped in a manner which is compatible with neighboring properties. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material. Each Unit owner may leave portions of his or her Unit in a natural state, but landscaped portions of a Unit must be completed within ninety (90) days after occupancy of the residence constructed within a Unit, weather permitting. If any Co-owner does not maintain a landscaped area to the satisfaction of the Association, the Association may require the owner to hire a professional lawn care service to do the work and the Association, after written warning served on the Unit owner, may contract to have the work performed at such owner's expense. All vegetable gardens shall be located in the rear yards of residential site Units. Flower gardens are not limited in their placement to the rear yards of residential site Units. Landscaping and lawn ornamentation on waterfront residential site Units (such as arbors, trellises, evergreens and ornamental grasses) should be placed and/or planted in such a way so as not to block the view of the water from the adjacent parcels.

(d) **Mineral Extraction** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Unit. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Unit.

(e) **Animals** No savage, dangerous or farm animal or birds shall be kept in the Project and no animal may be kept or bred for any commercial purposes. Domestic house pets permitted under the provisions of this sub-paragraph shall be kept only in compliance with the Rules of Conduct promulgated by the Board of Directors from time to time, and must at all times be kept under such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No animal shall be permitted to run loose upon any Unit except the Unit owned by the owner of such animal, and the owner of such animal shall be responsible for cleaning up after the animal when it runs outside the owner's Unit boundaries. The Association may, without liability to the owner thereof, remove or cause any animal to be removed from the Project which it determines to be in violation of the restrictions imposed by this sub-paragraph. Any person who causes or permits any animal to be brought or kept in the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal in the Condominium Project. The Association may, after notice and hearing, specially assess the Co-owner of any Unit for any expenses incurred by the Association as a result of damage caused to the common elements or to another person, animal or property by the Co-owner's animal or by any other animal the Co-owner, or his tenants, or guests, bring into the Condominium Project.

(f) **Private Roadways** None of the roadways within the Project have been dedicated to the public, nor constructed in accordance with the standards governing public roads. If for any reason it is desired that the roadways of the Project are to be dedicated to the public, all costs involved in upgrading and dedicating the roadways within the Project shall be borne by the Co-owners of the Project and not by the Township or the Developer.

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(g) **Individual Water Supply System** No individual water supply system shall be installed, maintained or used on any Units in the Project, except for lawn irrigation purposes. All Units must be connected to the public water system.

(h) **Individual Sewage Systems** All residential dwellings must be served by the public sewer system and no individual sewage disposal systems are permitted.

(i) **Zoning** In addition to the restrictions herein, the use of any Unit and any structure constructed on any Unit must satisfy the requirements of the zoning ordinance of the Township, which is effect at the time of the contemplated use or construction of any structure unless a variance for such use or structure is obtained from the Zoning Board of Appeal, and further, there is obtained a written consent thereto from the Developer during Development and Sales Period and thereafter, from the Association.

(j) **Swing Sets and Play Equipment** No swing sets or children's play equipment will be permitted in the front yard of any residential site Unit.

(k) **Time for Building Completion and Restoration** All construction within the Project shall be diligently pursued once commenced. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage. Should the Co-owner of a Unit leave such building in an uncompleted condition beyond the periods specified in this paragraph, then the Developer or the Association or their agents or assigns are authorized to either tear down and clear from the Unit the uncompleted portion of such structure or to complete the same, at their option, and in either event, the expense incurred shall be specially assessed against the Co-owner's interest in the Unit and collected in the manner specified in Article V above.

(l) **Lighting** No vapor lights, dusk to dawn lights or other lights regularly left on during the night may be installed or maintained on any Unit without prior written approval of the Developer during the Development and Sales Period and thereafter, from the Association.

(m) **Signs** No signs or other advertising may be displayed on any Unit unless their size, form and number are first approved in writing by the Association, except that one "For Sale" sign referring only to the Unit on which displayed and not exceeding five (5) square feet in size may be displayed without approval. A name and address sign, the design of which is designated by the Association, will be permitted. Nothing herein will be construed to prevent the Developer from erecting, placing, or maintaining signs and offices as may be deemed necessary by the Developer in connection with the sale of Units.

(n) **Trees** No tree with a diameter of more than eight (8) inches at the base is to be removed during the Development and Sales Period without the prior written approval of the Developer, unless the tree is dead, diseased or a hazard to buildings, structures or human life, in which case no prior approval is required. The Co-owners of Units 8 to 13 shall have the right, but not the obligation, to cut brush or trim trees in the general common element areas between their properties and Spring Lake for the purpose of removing obstructions to their view of the water or wetlands provided however that (1) notice of their intention to perform cutting or trimming activities is given to the Association at least 48 hours prior to the commencement of work, (2) all work shall be performed at such Co-owners expense and without contribution from the Association, (3) trees greater than six (6) inches in diameter at five feet above the existing natural grade cannot be cut down without the consent of the Association, (4) not more

Bayou Meadows II

than 25% of the limbs on a six inch or larger tree can be removed in a single five year period, (5) the Co-owner undertaking the work shall indemnify the Association and the other co-owners of the Project from all loss, injury or damage arising from their activities

(o) **Single Owner Contiguous Units** Whenever two (2) or more contiguous Units in the Project shall be owned by the same person, and such Co-owner shall desire to use two (2) or more of said Units as a site for a single residence, he shall apply in writing to the Architectural Design Board or Board of Directors of the Association for permission to so use said Units. If permission for such a use shall be granted, the Units constituting the site for such single residence shall be treated as a single Unit for the purpose of applying these restrictions to said Units, so long as the Units remain improved with one single residence. No Unit may be divided for use as separate Units.

(p) **Dwelling Unit Exterior** All windows, porches, balconies and exteriors of all Dwelling Units shall at all times be maintained in a neat and orderly manner.

(q) **Fires, Storage of Hazardous Materials** No outdoor fires for the purpose of burning leaves, grass or other forms of trash shall be permitted to burn upon any roadway in the Project. No outside incinerators shall be kept, allowed or used on any Unit nor may trash be disposed of by burning on any Unit. No Co-owner will bring or maintain environmentally hazardous materials in the Condominium unless for domestic use at the Co-owner's residence and in reasonable quantities limited to the immediate need. No more than ten (10) gallons of petroleum products may be stored on any Unit (not including fuel within the tanks of cars, watercrafts or other vehicles).

(r) **Storage, Garage Doors** The Common Elements shall not be used for the storage of supplies or personal property (except for such short periods of time as may be reasonably necessary to permit periodic collection of trash), without the prior written consent of the Association. No activity shall be carried on nor condition maintained by any Co-owner either in his Unit or upon the Common Elements which would despoil the appearance of the Condominium.

(s) **Changes** No Co-owner shall make any additions, alterations, or modifications to any of the Common Elements, nor make changes to the exterior appearance of his residence, or other improvements located within the perimeters of his Unit without prior approval of the Association or its Architectural Design Board. No Co-owner shall in any way restrict access to any utility line or other Common Element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way, without the prior written consent of the Association.

(t) **Nuisances** No nuisances shall be permitted on the Condominium Project nor shall any use or practice be permitted which is a source of annoyance to its residents, or which interferes with the peaceful possession or proper use of the Project by its residents. No Co-owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest or member of his family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, illegal fireworks or other dangerous weapons, projectiles or devices anywhere on or about the Project.

(u) **Activities** No immoral, improper, offensive or unlawful use shall be made of any part of the Condominium Project, and nothing shall be done or kept in any Unit or on the Common Elements which will increase the rate of insurance for the Project without the prior written consent of the Board. In the event the Board consents to an activity which increases the rate of insurance for the Project, the Board shall specially assess the Co-owner for any increased cost of insurance. No Co-owner shall permit anything to be done or kept in his Unit or on the Common Elements which will result

Bayou Meadows II

in the cancellation of insurance on any Unit, or any part of the Common Elements, or which would be in violation of any law

(v) **Recreational and Commercial Vehicles** No recreational vehicles, house trailers, trailers, boats or other watercraft, camping vehicles, motorcycles, all terrain vehicles, vans (other than mini-vans), snowmobiles, shall be parked or stored on the private roads of the Project, nor parked in any driveway or kept in any garage if such storage would prevent full closure of the door thereto, for more than three (3) days without the written approval of the Association. The three (3) day period must either immediately precede or follow a bona fide trip. No more than one (1) automobile or other vehicle customarily used for transportation purposes shall be kept or stored outside a garage by those persons residing in any Unit, provided however, that no commercial vehicles, trucks (including pick-up trucks), or motorcycles shall be parked in or about the Condominium, outside of a closed garage, except for the making of deliveries or pick-ups in the normal course of business. A "commercial vehicle" includes all motor vehicles used for the transportation of passengers for hire, or constructed or used for the transportation of goods, wares or merchandise, and/or all motor vehicles designed and used for drawing other vehicles and not so constructed as to carry any load thereon either independently or any part of the weight of a vehicle or load so drawn. A commercial vehicle includes all motor vehicles weighing in excess of five thousand (5,000) pounds and/or a motor vehicles which have lettering on the outside of the vehicle's body advertising or indicating the name of a commercial enterprise. Vehicles owned by a police or fire department, or which identify a state, county, or city office are not commercial vehicles as long as they do not exceed the weight limit provided in this section for commercial vehicles. A truck includes every motor vehicle designed, used, or maintained primarily for the transportation of property.

(w) **Vehicles** No maintenance or repair shall be performed on any boat, watercraft (including personal watercraft) or vehicle except within a garage or residence where totally isolated from public view. The number of automobiles or other vehicles customarily used for transportation purposes which may be kept in a Unit outside of a closed garage or elsewhere in the Condominium Project by those persons residing in any Unit may be limited by Rules of Conduct adopted by the Association, provided, that no automobiles or other vehicles which are not in operating condition shall be permitted at any time outside of a closed garage. No semi-trucks shall be parked in or about the Project except for the making of deliveries or pick-ups in the normal course of business.

(x) **Antennas and Satellite Dishes** No device or equipment used for the receipt of video programming services, including rooftop antennas, direct broadcast satellite, television broadcast and multipoint distribution service, may be installed within the Project, unless it is installed in the rear yard of a unit and unless it is in compliance with all Rules of Conduct of the Association, if any, provided however, that all Rules of Conduct shall be consistent with any then valid and existing rule of the Federal Communications Commission or its successor. No satellite dish may have a diameter which is greater than two (2) feet in size. No antennae or satellite dish may be installed upon the roof of any residence within the Project.

(y) **Marina Restrictions** Except for bowsprit overhang, if any, permitted for a particular slip by the Rules of Conduct promulgated by the Association, no marine vessel shall be berthed outside the horizontal perimeters of a dock, in whole or in part. No more than one (1) marine vessel (excluding dinghy, launch or other auxiliary craft) shall be berthed or moored within the perimeters of a marina Condominium Unit without the prior written consent of the Association. In no event shall the Association permit more than three (3) such vessels within a single slip. No vessel shall be moored or stored in any dock after November 15, or prior to March 15 of any calendar year without the prior written approval of the Association. Any such approval shall be conditioned upon the payment of any and all expenses

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incurred by the Association as a result of such off-season use or storage. All lockers and dock boxes located on a common element shall be installed at locations prescribed by the Association and shall be of such size, color and shape as shall be prescribed by the Association. Otherwise, the Common Elements shall not be used for the storage of supplies, personal property, trash or refuse of any kind except as provided in duly adopted rules and regulations of the Association. No fish guts or heads shall be dumped in the water and all cleaning of fish shall be done off-site at the fish cleaning area designated by the Association for such purposes. No awning, canopy or cradle shall be erected, placed or stored on any dock without the prior written approval of the Association.

(z) **Arbitration and Hearing** Absent an election to arbitrate pursuant to Article X of these Bylaws, a dispute or question as to whether a violation of any specific regulation or restriction contained in this Article has occurred shall be submitted to the Board of Directors of the Association which shall conduct a hearing and render a decision thereon in writing, which decision shall be binding upon all owners and other parties having an interest in the Condominium Project.

(aa) **Construction** The restrictions hereby placed upon the Condominium Project will not be construed or deemed to create negative reciprocal covenants, easements or any restrictions upon the use of the area of adjacent lands owned by the Developer, unless, until and only to the extent such land is included in this Project by amendment.

7 06 Rules of Conduct Reasonable rules and regulations concerning the use of Condominium Units and Common Elements, limited and general, may be promulgated and amended by the Board. Copies of such rules and regulations shall be furnished by the Board to each Co-owner at least ten (10) days prior to their effective date, and may be revoked at any time by the affirmative vote of more than a majority of all Co-owners in value.

7 07 Remedies on Breach A default by a Co-owner shall entitle the Association to the following relief:

(a) Failure to comply with any restriction on use and occupancy contained herein or of any other term or provision of the Condominium Documents shall be grounds for relief, which may include an action to recover sums due for damages, injunctive relief, foreclosure of lien or any other remedy which in the sole discretion of the Board of Directors is appropriate to the nature of the breach as may be set forth in the Condominium Documents including, without limitation, the discontinuance of services upon seven days notice, the levying of fines against Co-owners after notice and hearing thereon and the imposition of late charges for non-payment of assessments. All such remedies shall be deemed to be cumulative and shall not be considered as an election of remedies.

(b) In a proceeding arising because of an alleged default by a Co-owner, the Association, if successful, may recover the cost of the proceeding and such actual attorneys fees as may be determined by the court.

(c) The failure of the Association to enforce any right, provision, covenant or condition which is granted by the Condominium Documents shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

(d) Notwithstanding the foregoing, the Developer reserves the exclusive right and option to repurchase a Unit from any Co-owner who fails to comply with Section 7 05(l) above, by the Developer paying to such Co-owner at any time prior to the completion of a residence within the Unit, the purchase

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price which such Co-owner paid to acquire the Unit, together with an amount equal to the Developer's estimate of the reasonable value of any improvements constructed within the Unit. Upon receipt of such amounts, the Co-owner shall convey marketable title to the Unit by warranty deed in statutory form to the Developer.

ARTICLE VIII**MORTGAGES**

8 01 Mortgage of Condominium Units Any Co-owner who mortgages a Condominium Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgagees of Units." Once the Association has been notified of the mortgagee in the foregoing manner, the mortgagee shall be considered a "registered mortgagee" for purpose of the Master Deed. At the written request of a registered mortgagee of any such Unit, the mortgagee shall be entitled to (a) inspect the books and records relating to the Project during normal business hours, upon reasonable notice, (b) receive a copy of the annual financial statement of the Association which is prepared for the Association and distributed to the Owners, and (c) receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings. Failure, however, of the Association to provide any of the foregoing to a mortgagee who has so requested the same shall not affect the validity of any action or decision which is related thereto. A registered mortgagee shall also have the right to audit the books and records of the Association at its expense.

8 02 Notice of Insurance The Association shall notify each registered mortgagee of the name and each company insuring the condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage, if any exist. The holder of a registered mortgage is entitled, upon written request, to notification from the Association of any default by the mortgagor of such Condominium Unit in the performance of such mortgagor's obligations under the Condominium Documents which is not cured within thirty (30) days.

ARTICLE IX**LEASES**

9 01 Notice of Lease A Co-owner, including the Developer, desiring to rent or lease a Condominium Unit for a period of more than thirty (30) consecutive days, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a prospective tenant and, at the same time, shall supply the Association with a copy of the exact lease form for its review for compliance with the Condominium Documents. A Developer proposing to rent Condominium Units before the Transitional Control Date, shall notify either the Advisory Committee or each Co-owner in writing.

9 02 Terms of Lease Tenants or non Co-owner occupants shall comply with all the conditions of the Condominium Documents of the Project, and all lease and rental agreements shall so state.

9 03 Remedies If the Association determines that any tenant or non Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association may take the following action:

Bayou Meadows II

(a) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant

(b) The Co-owner shall have 15 days after receipt of said notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred

(c) If, after 15 days the Association believes that the alleged breach has not been cured or may be repeated, it may institute an action for eviction against the tenant or non Co-owner occupant and a simultaneous action for money damages (in the same or in a separate action) against the Co-owner and tenant or non Co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this Section may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the general Common Elements caused by the Co-owner or tenant in connection with the Condominium Unit or Condominium Project

9 04 Assessments When a Co-owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving such notice, shall deduct from rental payments due the Co-owner the full arrearage and future assessments as they fall due and shall pay them to the Association. Such deductions shall not be a breach of the rental agreement or lease by the tenant

ARTICLE X**ARBITRATION**

10 01 Submission to Arbitration Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, By-Laws or other Condominium Documents, or to any disputes, claims or grievances arising among or between the Co-owners or between such owners and the Association may, upon the election and written consent of the parties to any such dispute, claim or grievance, and written notice to the Association, be submitted to arbitration by the Arbitration Association and the parties thereto shall accept the Arbitrator's award as final and binding. All arbitration hereunder shall proceed in accordance with Sections 5001-5065 of Act 236 of the Public Acts of 1961, as amended, which may be supplemented by reasonable rules of the Arbitration Association

10 02 Disputes Involving the Developer A contract to settle by arbitration may also be executed by the Developer and any claimant with respect to any claim against the Developer that might be the subject of a civil action, provided that

(a) At the exclusive option of a Purchaser or Co-owner in the Project, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim involves an amount less than \$2,500 00 and arises out of or relates to a purchase agreement, Condominium Unit or the Project

(b) At the exclusive option of the Association of Co-owners, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim arises out of or relates to the Common Elements of the Project, if the amount of the claim is \$10,000 00 or less

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10 03 **Preservation of Rights** Election by a Co-owner or by the Association to submit any such dispute, claim or grievance to arbitration shall preclude such party from litigation of such dispute, claim or grievance in the courts. Provided, however, that except as otherwise set forth in this Article, no interested parties shall be precluded from petitioning the Courts to resolve any dispute, claim or grievance in the absence of an election to arbitrate

ARTICLE XI**RIGHTS RESERVED TO DEVELOPER**

Any or all of the rights and powers granted or reserved to the Developer in the Condominium documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer will be made by appropriate instrument in writing in which the assignee or transferee will join for the purpose of evidencing its consent to the acceptance of such powers as herein given and reserved to the Developer. Any rights and powers reserved or retained by Developer or its successors will expire and terminate, if not sooner assigned to the Association, 180 days after the conclusion of the Development and Sales Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar that the Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and will not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights or interests granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which will not be terminable in any manner hereunder and which will be governed only in accordance with the terms of their creation or reservation and not hereby)

ARTICLE XII**ASSESSMENT OF PENALTIES**

12 01 **General** The violation by any Co-owner, occupant or guest of any of the provisions of the Condominium Documents including any duly adopted rules and regulations, shall be grounds for relief by the Association, acting through its duly constituted Board of Directors, and may involve the assessment of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Co-owner to the Condominium Project

12 02 **Procedures** Upon any such violation being alleged by the Board, the following procedures will be followed

(a) **Notice** Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address shown in the notice required to be filed with the Association pursuant to Section 2 04 of these Bylaws

(b) **Opportunity to Defend** The offending Co-owner shall have an opportunity to

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appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than 10 days from the date of the notice.

(c) **Default** Failure to respond to the notice of violation constitutes a default.

(d) **Hearing and Decision** Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

12 03 **Relief** Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Board as recited above, the Board shall determine what relief to pursue against the defaulting Co-owner under Section 7 07 of these Bylaws. If the Board chooses to fine a Co-owner, it shall determine a reasonable fine based upon the type of conduct involved and whether the conduct is recurring. In no event shall the fine exceed one hundred dollars (\$100) per occurrence.

12 04 **Continuing Violation** In the event that a violation continues beyond 10 days from the date of the offending Co-owner's hearing at which the Board determines that a violation has occurred, additional fines may be levied on each occasion of any subsequent violation determination without the necessity of a further hearing or hearings thereon.

12 05 **Collection** The fines levied pursuant to Section 12 03 above shall be specially assessed against the Co-owner and shall be due and payable together with the defaulting Co-owner's next payment of the regular condominium assessment, unless the Board sets another date. Any fines which have been specially assessed against a Unit shall be collectible in the same manner as assessments under Article V.

ARTICLE XIII**MISCELLANEOUS PROVISIONS**

13 01 **Severability** In the event that any of the terms, provisions, or covenants of these By-Laws or any Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable, and in such event the document shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

13 02 **Notices** Notices provided for in the Act, Master Deed or these By-Laws shall be in writing, and shall be addressed to any Co-owner at the address set forth in the deed of conveyance, or at such other address as may be designated by the Co-owner in writing. All notices to the Association shall be sent to the registered office of the Association. The Association may designate a different address for notices to it by giving written notice of such change of address to all Co-owners. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

13 03 **Amendment** These By-Laws may be amended, altered, changed, added to or

Bayou Meadows II

repealed only in the manner set forth in Article IX of the Master Deed of Bayou Meadows II

13 04 Inflation Index Whenever a specific monetary amount is specified in these Bylaws, such as for a fine or cap, such amount shall be subject to adjustment each year. Commencing January, 2007, and continuing each year thereafter, such monetary amount shall be increased, but not decreased, by using the immediately prior year's index as a base year, and by increasing the monetary amount by the annual change in the Consumer Price Index (CPI) published by the United States Dept. of Labor (All Cities Index), or any replacement or successor index established by the United States Dept. of Labor

ARTICLE XIV**CONFLICTING PROVISIONS**

In the event of a conflict between the provisions of the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern, in the event of any conflict between the provisions of any one or more Condominium Documents, the following order of priority shall prevail and the provisions of the Condominium Document having the highest priority shall govern

- (a) the Master Deed, including the Condominium Subdivision Plan but excluding these Bylaws,
- (b) these Bylaws,
- (c) the Articles of Incorporation of the Association,
- (d) the Association Bylaws, and then the Rules of Conduct of the Association

OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NO.
EXHIBIT "B" TO THE MASTER DEED OF:

BAYOU MEADOWS II

SPRING LAKE TOWNSHIP, OTTAWA COUNTY, MICHIGAN

SURVEYOR:
EXXEL ENGINEERING INC.
5252 CLYDE PARK S.W.
GRAND RAPIDS MI 49509

DEVELOPER:
HAMMOND BAY PRESERVE, LLC
17620 N. SHORE ESTATES
SPRING LAKE, MI 49456

ATTENTION COUNTY REGISTER OF DEEDS THE CONDOMINIUM
SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE
SEQUENCE WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT
IT MUST BE PROPERLY SHOWN ON THIS SHEET AND IN THE
SURVEYORS CERTIFICATE ON SHEET 3

Description

Part of the East fractional 1/2 of Section 11, T8N, R16W, Spring Lake Township, Ottawa County, Michigan, further described as Commencing at the NE corner of Section 11, thence S00°31'23"E 1314 70 feet along the East line of said NE 1/4 to the centerline of Kelly Street, thence S89°53'31"W 465 00 feet along said centerline to the PLACE OF BEGINNING of this description, thence S00°31'23"E 940 00 feet parallel with said East line, thence N89°52'20"E 47 87 feet, thence S00°06'29"E 140 02 feet along the Westerly line of Bayou Meadows Condominium, thence S68°33'04"W 296 57 feet along said Westerly line, thence S13°06'12"E 146 10 feet along said Westerly line, thence N81°53'07"E 36 83 feet along said Westerly line, thence S05°45'01"W 255 61 feet along said Westerly line, thence S16°45'04"E 162 52 feet along said Westerly line, thence S42°45'57"E 328 42 feet along said Westerly line extended to a point on an intermediate traverse line along the shore of Petty's Bayou and its tributaries, thence along said intermediate traverse line the following 12 courses

(1) thence S79°43'08"W 74 94 feet,	(2) thence S24°14'21"W 286 65 feet,
(3) thence S60°32'16"W 201 93 feet,	(4) thence N24°09'29"W 287 76 feet,
(5) thence N12°28'23"E 137 91 feet,	(6) thence N54°22'07"W 264 15 feet,
(7) thence N23°04'57"W 301 57 feet,	(8) thence N02°55'01"W 107 57 feet,
(9) thence N22°44'18"E 194 64 feet,	(10) thence N76°48'24"W 128 50 feet,
(11) thence S17°30'07"W 120 68 feet,	(12) thence S89°22'57"W 71 28 feet

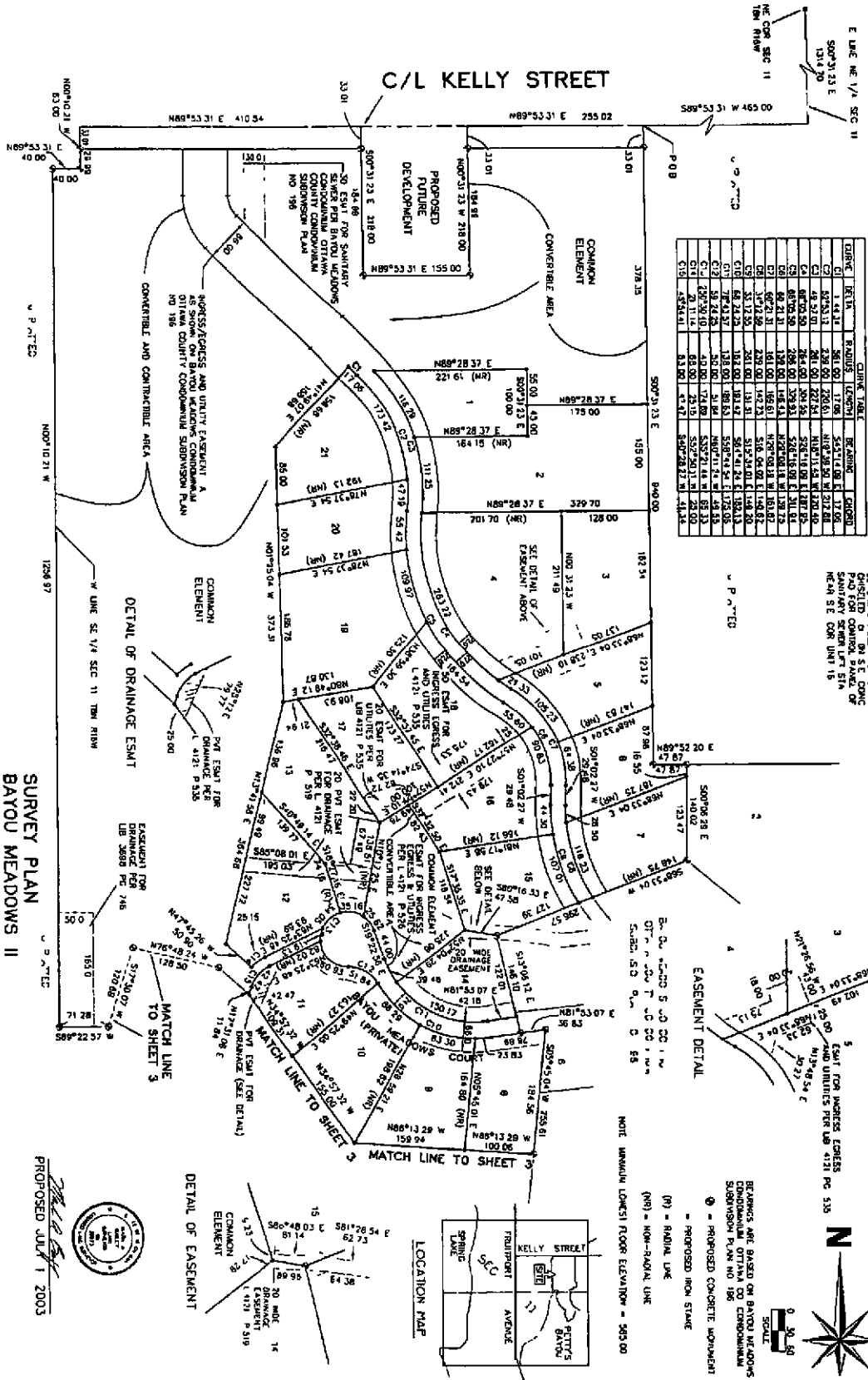
to the point of ending of said intermediate traverse line and a point on the West line of the SE 1/4 of said NE 1/4, thence N00°10'21"W 1256 97 feet along said West line, thence N89°53'31"E 40 00 feet, thence N00°10'21"W 63 00 feet to said centerline of Kelly Street, thence N89°53'31"E 410 54 feet along said centerline, thence S00°31'23"E 218 00 feet, thence N89°53'31"E 155 00 feet, thence N00°31'23"W 218 00 feet, thence N89°53'31"E 255 00 feet along said centerline to the point of beginning, including all lands lying between said intermediate traverse line and the waters edge of said Petty's Bayou and its tributaries

- SHEET INDEX
- 1 COVER SHEET
 - 2 SURVEY PLAN
 - 3 SURVEY PLAN
 - 4 SITE PLAN
 - 5 SITE PLAN
 - 6 UTILITY PLAN
 - 7 FLOOD PLAIN PLAN



Mark A. Bailey
PROPOSED JULY 1, 2003

LIBER 4257 PG 123



CLINE TABLE

CLINE	BEARING	LENGTH	AREA
C1	N 89° 53' 31" E	410.54	171.96
C2	N 89° 53' 31" E	255.02	117.96
C3	N 89° 53' 31" E	155.00	71.96
C4	N 89° 53' 31" E	100.00	47.96
C5	N 89° 53' 31" E	50.00	23.98
C6	N 89° 53' 31" E	25.00	11.99
C7	N 89° 53' 31" E	12.50	5.99
C8	N 89° 53' 31" E	6.25	2.99
C9	N 89° 53' 31" E	3.12	1.49
C10	N 89° 53' 31" E	1.56	0.74
C11	N 89° 53' 31" E	0.78	0.37
C12	N 89° 53' 31" E	0.39	0.19
C13	N 89° 53' 31" E	0.19	0.09
C14	N 89° 53' 31" E	0.09	0.05
C15	N 89° 53' 31" E	0.05	0.02
C16	N 89° 53' 31" E	0.02	0.01
C17	N 89° 53' 31" E	0.01	0.00
C18	N 89° 53' 31" E	0.00	0.00
C19	N 89° 53' 31" E	0.00	0.00
C20	N 89° 53' 31" E	0.00	0.00
C21	N 89° 53' 31" E	0.00	0.00
C22	N 89° 53' 31" E	0.00	0.00
C23	N 89° 53' 31" E	0.00	0.00
C24	N 89° 53' 31" E	0.00	0.00
C25	N 89° 53' 31" E	0.00	0.00
C26	N 89° 53' 31" E	0.00	0.00
C27	N 89° 53' 31" E	0.00	0.00
C28	N 89° 53' 31" E	0.00	0.00
C29	N 89° 53' 31" E	0.00	0.00
C30	N 89° 53' 31" E	0.00	0.00
C31	N 89° 53' 31" E	0.00	0.00
C32	N 89° 53' 31" E	0.00	0.00
C33	N 89° 53' 31" E	0.00	0.00
C34	N 89° 53' 31" E	0.00	0.00
C35	N 89° 53' 31" E	0.00	0.00
C36	N 89° 53' 31" E	0.00	0.00
C37	N 89° 53' 31" E	0.00	0.00
C38	N 89° 53' 31" E	0.00	0.00
C39	N 89° 53' 31" E	0.00	0.00
C40	N 89° 53' 31" E	0.00	0.00
C41	N 89° 53' 31" E	0.00	0.00
C42	N 89° 53' 31" E	0.00	0.00
C43	N 89° 53' 31" E	0.00	0.00
C44	N 89° 53' 31" E	0.00	0.00
C45	N 89° 53' 31" E	0.00	0.00
C46	N 89° 53' 31" E	0.00	0.00
C47	N 89° 53' 31" E	0.00	0.00
C48	N 89° 53' 31" E	0.00	0.00
C49	N 89° 53' 31" E	0.00	0.00
C50	N 89° 53' 31" E	0.00	0.00
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C53	N 89° 53' 31" E	0.00	0.00
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C55	N 89° 53' 31" E	0.00	0.00
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C57	N 89° 53' 31" E	0.00	0.00
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C62	N 89° 53' 31" E	0.00	0.00
C63	N 89° 53' 31" E	0.00	0.00
C64	N 89° 53' 31" E	0.00	0.00
C65	N 89° 53' 31" E	0.00	0.00
C66	N 89° 53' 31" E	0.00	0.00
C67	N 89° 53' 31" E	0.00	0.00
C68	N 89° 53' 31" E	0.00	0.00
C69	N 89° 53' 31" E	0.00	0.00
C70	N 89° 53' 31" E	0.00	0.00
C71	N 89° 53' 31" E	0.00	0.00
C72	N 89° 53' 31" E	0.00	0.00
C73	N 89° 53' 31" E	0.00	0.00
C74	N 89° 53' 31" E	0.00	0.00
C75	N 89° 53' 31" E	0.00	0.00
C76	N 89° 53' 31" E	0.00	0.00
C77	N 89° 53' 31" E	0.00	0.00
C78	N 89° 53' 31" E	0.00	0.00
C79	N 89° 53' 31" E	0.00	0.00
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C82	N 89° 53' 31" E	0.00	0.00
C83	N 89° 53' 31" E	0.00	0.00
C84	N 89° 53' 31" E	0.00	0.00
C85	N 89° 53' 31" E	0.00	0.00
C86	N 89° 53' 31" E	0.00	0.00
C87	N 89° 53' 31" E	0.00	0.00
C88	N 89° 53' 31" E	0.00	0.00
C89	N 89° 53' 31" E	0.00	0.00
C90	N 89° 53' 31" E	0.00	0.00
C91	N 89° 53' 31" E	0.00	0.00
C92	N 89° 53' 31" E	0.00	0.00
C93	N 89° 53' 31" E	0.00	0.00
C94	N 89° 53' 31" E	0.00	0.00
C95	N 89° 53' 31" E	0.00	0.00
C96	N 89° 53' 31" E	0.00	0.00
C97	N 89° 53' 31" E	0.00	0.00
C98	N 89° 53' 31" E	0.00	0.00
C99	N 89° 53' 31" E	0.00	0.00
C100	N 89° 53' 31" E	0.00	0.00

BENCHMARK ELEVATION 286.25
 OBSERVED ON S.E. CORNER
 OF COMMON ELEMENT 1
 NE 1/4 SEC 11



NOTE: MINIMUM LOWEST FLOOR ELEVATION = 265.00

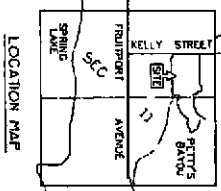
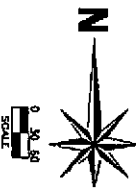
REMARKS ARE BASED ON BAYOU MEADOWS II
 CONDOMINIUM OTTAWA CO CONDOMINIUM
 SUBDIVISION PLAN NO 196

⊕ = PROPOSED CONCRETE WORKMENT

— = PROPOSED NON STAKE

(M) = MAIN LINE

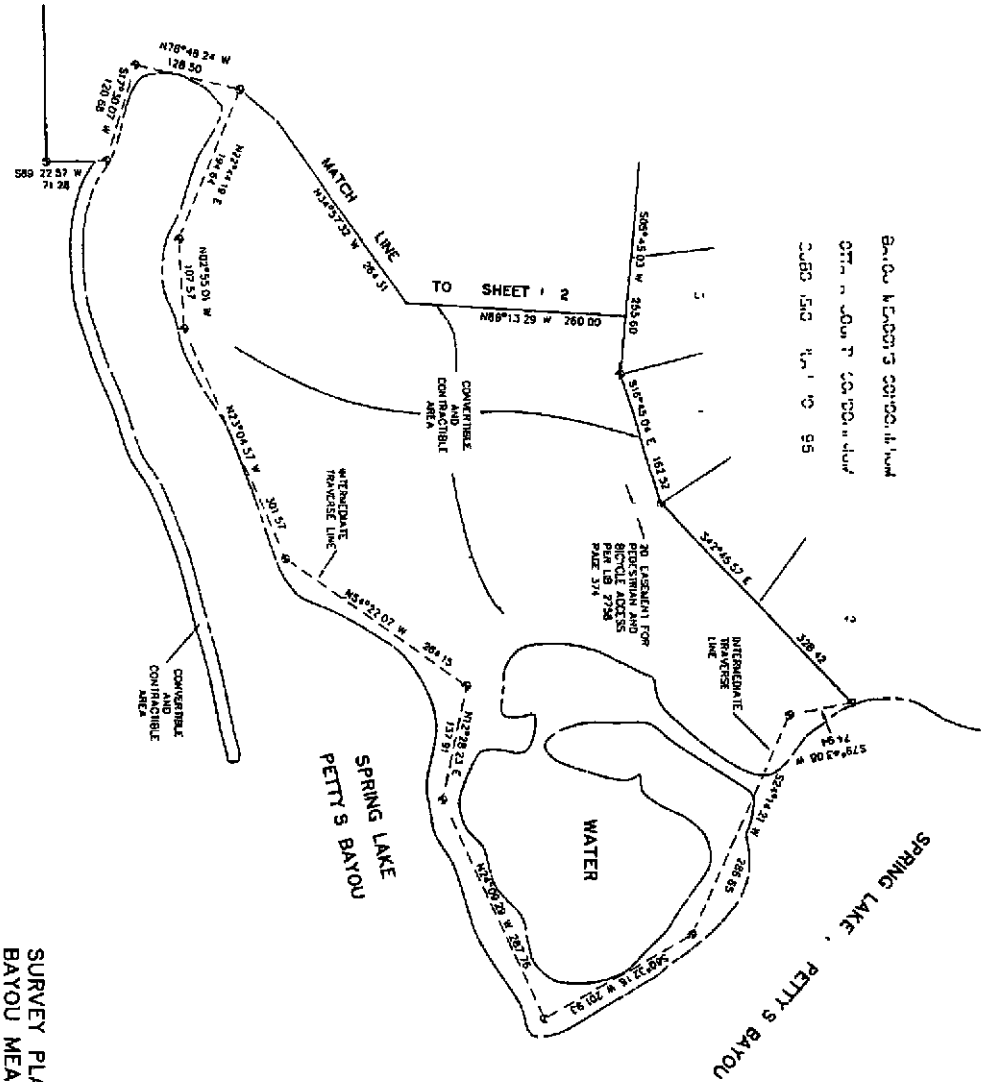
(NR) = NON-RADIAL LINE



SURVEY PLAN
 BAYOU MEADOWS II
 EXCEL ENGINEERING INC 5252 CLYDE PARK S W GRAND RAPIDS MI 49509 SHEET 2

PROPOSED JULY 1 2003





BAYOU MEADOWS CONDO. UNIT 104
 07th & 10th N. CO. ROAD
 CUBO 150 1/2 x 110 95



0 30 60
 SCALE

BEARINGS ARE BASED ON BAYOU MEADOWS
 CONDOMINIUM UNIT 104 CONDOMINIUM
 SURVEY PLAN NO. 188

⊕ = PROPOSED CONCRETE MONUMENT
 - - - PROPOSED BROW STAKE

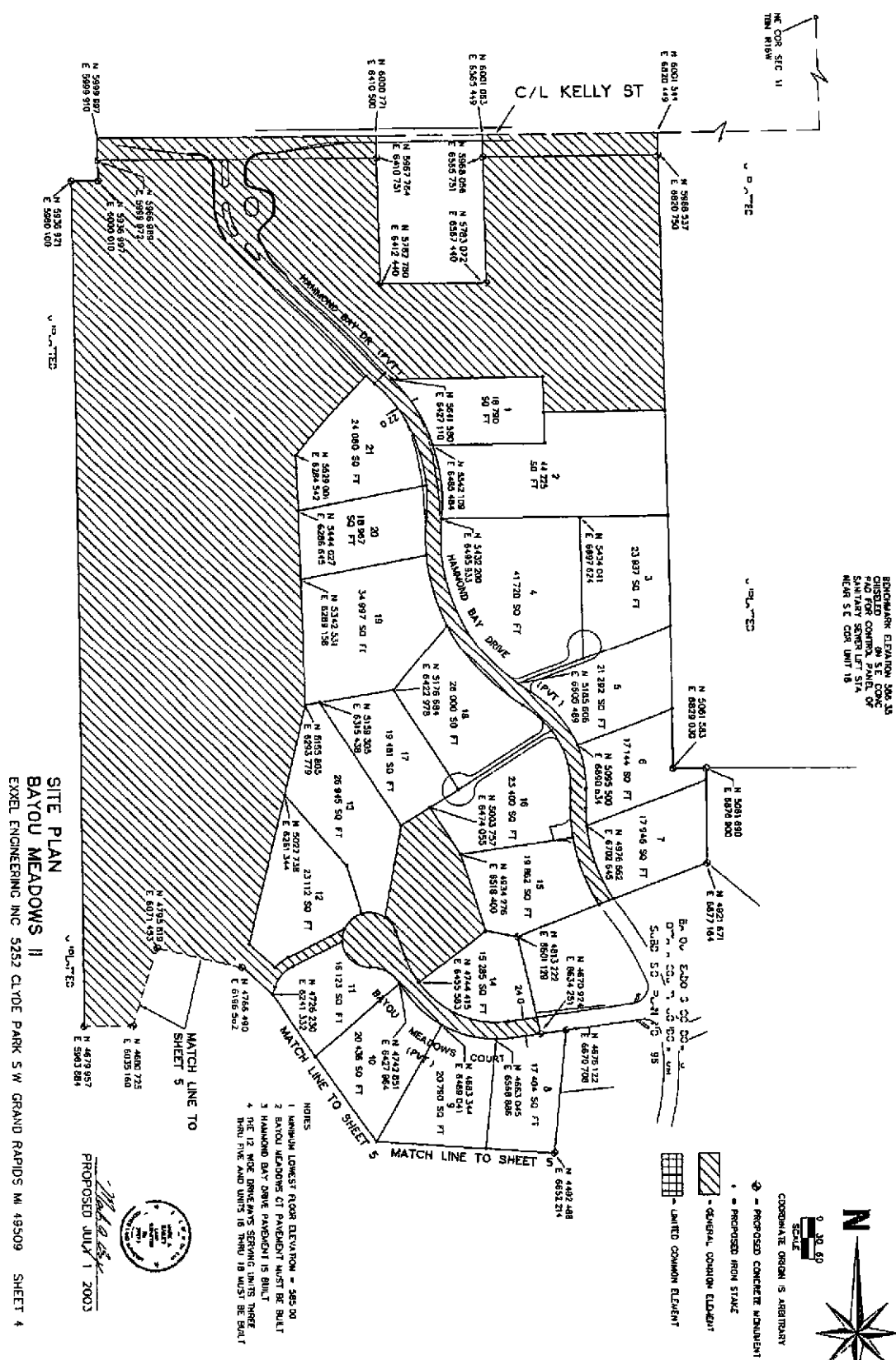
SURVEYORS CERTIFICATE
 I, MARK A. BAILEY, SURVEYOR OF THE STATE OF MISSISSIPPI, COUNTY OF WASHINGTON, do hereby certify that the foregoing plat is a true and correct copy of the original plat on file in my office, and that the same was prepared by me or under my direct supervision and in accordance with the provisions of the laws of this State. I further certify that the same was prepared in accordance with the provisions of the laws of this State, and that the same is a true and correct copy of the original plat on file in my office, and that the same was prepared by me or under my direct supervision and in accordance with the provisions of the laws of this State. I further certify that the same was prepared in accordance with the provisions of the laws of this State, and that the same is a true and correct copy of the original plat on file in my office, and that the same was prepared by me or under my direct supervision and in accordance with the provisions of the laws of this State.

2003
 MARK A. BAILEY 05288073
 EXCEL ENGINEERING, INC.
 5252 CLYDE PARK, S.W.
 GRAND RAPIDS, MI 49508



PROPOSED JUL 1 2003

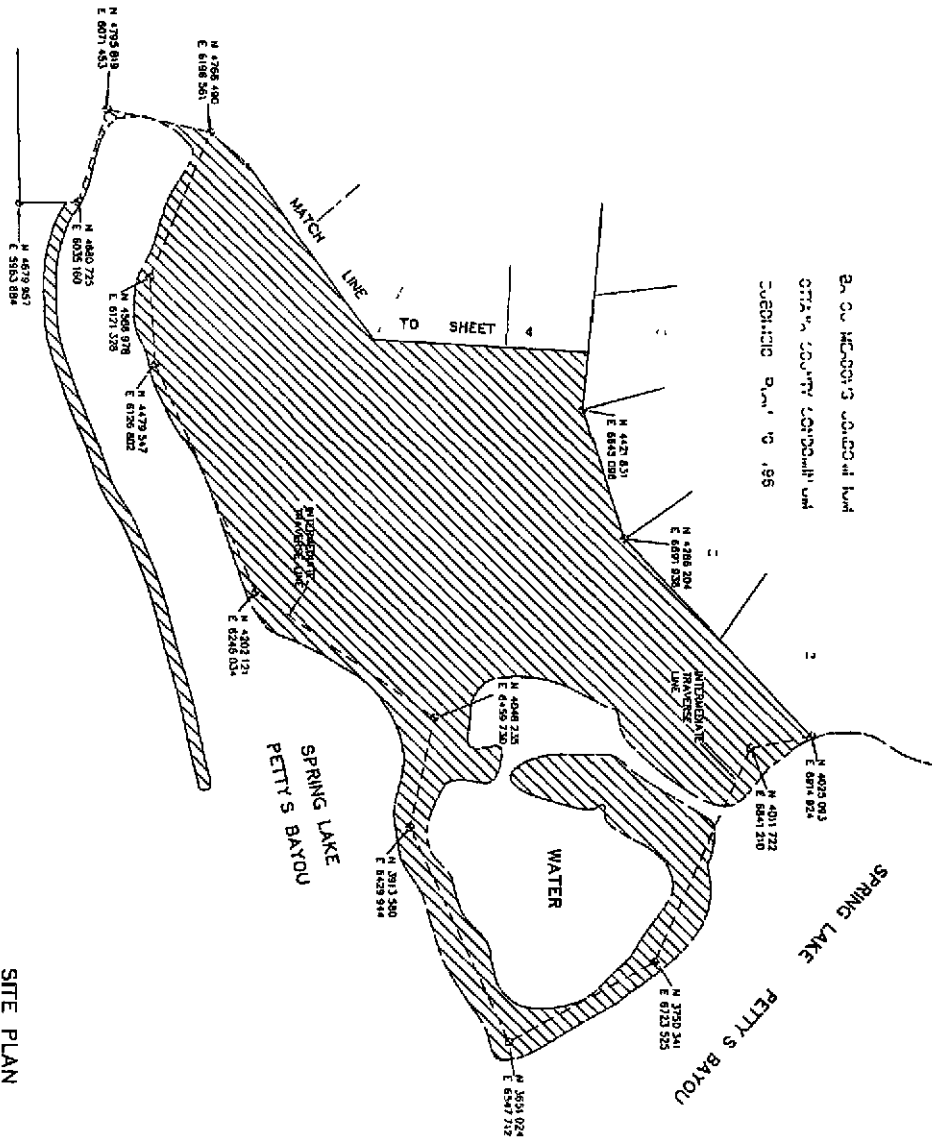
SURVEY PLAN
BAYOU MEADOWS II
 EXCEL ENGINEERING, INC. 5252 CLYDE PARK S.W. GRAND RAPIDS, MI 49509 SHEET 3



BENCHMARK ELEVATION 306.33
 CHISELED CONCRETE MONUMENT
 ON S.E. CORNER
 HAMMOND BAY DRIVE
 NEAR S.E. CORNER UNIT 18



SITE PLAN
BAYOU MEADOWS II
 EXCEL ENGINEERING INC 5252 CLYDE PARK S W GRAND RAPIDS MI 49509 SHEET 4



BY ORDER OF THE BOARD OF SUPERVISORS
 COUNTY OF GRAND RAPIDS
 MICHAEL J. ...

0 30 60
 SCALE
 COORDINATE ORIGIN IS ARBITRARY
 ⊕ = PROPOSED CONCRETE MONUMENT
 = PROPOSED IRON STAKE
 ▨ = GENERAL COMMON ELEMENT
 ▩ = LIMITED COMMON ELEMENT

SITE PLAN
BAYOU MEADOWS II
 EXCEL ENGINEERING INC 5252 CLYDE PARK S W GRAND RAPIDS MI 49509 SHEET 5
 PROPOSED JUL 17 2003



EXHIBIT C

**CONSENT TO SUBMISSION OF REAL PROPERTY
TO CONDOMINIUM PROJECT**

WHEREAS Hammond Bay Preserve, LLC, a Michigan limited liability company (the "Developer"), is the owner of certain lands located in the Township of Spring Lake, County of Ottawa, State of Michigan and it desires to develop such property as a residential and manna condominium project to be known as Bayou Meadows II(the "Project"), and to record a Master Deed with the Ottawa County Register of Deeds for such purposes, and

WHEREAS, Macatawa Bank (the "Lender") holds a mortgage on the premises described in said Master Deed which will become the Project, and the Developer has requested that Lender consent to the recordation of the Master Deed for the purposes of creating the Project under the Michigan Condominium Act, P A 1979, No 59, as amended

NOW, THEREFORE, Lender hereby consents to the submission of the real property described in said Master Deed to the condominium project and acknowledges that a program has been agreed upon between Lender and the Developer for the resale of individual condominium units at the time of closing on sale, and Lender hereby consents to the recordation of said Master Deed in the office of the Register of Deeds for Ottawa County, Michigan

MACATAWA BANK

By

[Handwritten Signature]

Dan McLean

Its

Vice President Commercial Loans

STATE OF MICHIGAN)

) ss

COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 15th day of September, 2003 by Dan McLean, V P Commercial Loans, Macatawa Bank, a Michigan banking corporation, on behalf of the corporation

[Handwritten Signature]

Rebecca Postma
Notary Public, Kent County, MI
My commission expires 2 4 2007

Prepared by
David W Charron
Charron & Hanisch, P L C
5242 Plainfield Avenue, NE
Grand Rapids, MI 49525

Exhibit D

AFFIDAVIT OF MAILING

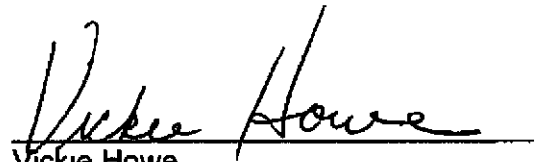
STATE OF MICHIGAN)
) ss
COUNTY OF KENT)

Vickie Howe, being duly sworn, deposes and says that


1 She is employed by the legal firm of Charron & Hanisch, P L C , and acts as secretary to David W Charron, attorney for the developer of Bayou Meadows II, a residential condominium project

2 On February 27, 2003, notices were mailed to six (6) governmental agencies as required by Section 71 of the Michigan Condominium Act Such notices were sent by certified mail, return receipt requested, and appropriate receipts from all six (6) agencies have subsequently been received

Further deponent saith not


Vickie Howe

Subscribed and sworn to before me this 15th day of September, 2003


David W Charron, Notary Public
Kent County, Michigan,
My Commission Expires 05-17-2005