



AFFIDAVIT REGARDING SCRIVENER'S ERROR IN PREPARATION OF SECOND AMENDMENT TO MASTER DEED OF BAYOU MEADOWS II

COUNTY OF KENT)
) ss
STATE OF MICHIGAN)

David W Charron, being duly sworn, does hereby depose and state

- 1 He is personally aware of the facts stated in this Affidavit and, if called as a witness, he may testify competently thereto He is an attorney at Charron & Hanisch, PLC, with principal offices located at 4949 Plainfield, NE, Grand Rapids, MI 49525 He has personal knowledge of the facts stated herein
- 2 This affidavit relates to those premises located in the Township of Spring Lake, Ottawa County, Michigan more particularly described as Bayou Meadows II (the "Project"), a site and marina condominium project established by Master Deed recorded September 15, 2003 in Liber 4257, Page 065, Ottawa County Records, and designated as Ottawa County Condominium Subdivision Plan No. 357.
- 3 He is the attorney for Grand Haven Construction Co., LLC, a Michigan limited liability company and the assignee of certain developer rights from Hammond Bay Preserve, LLC, the original developer of the Project Grand Haven Construction Co , LLC recorded the Second Amendment to Master Deed of the Project by instrument recorded March 3, 2005 in Liber 4797, Page 378, Ottawa County Records (the "Second Amendment")
- 4 The second paragraph of the second page of the Second Amendment contains a typographical error with respect to the recording information for the First Amendment to Master Deed The subject paragraph should read that the First Amendment to Master Deed was dated and recorded August 23, 2004 in Liber 4626, Page 092, Ottawa County Records, instead of Liber 4326, Page 092 Ottawa County Records
- 5 The Second Amendment to Master Deed also erroneously omitted the first page of the document described as Exhibit A to Amended Master Deed Limited Assignment of Development Rights. The document attached to this affidavit should have been included as part of Exhibit A to the Second Amendment

- 6. This instrument is executed for the purpose of giving public record of the existence of the scrivener's error and of the authority of the undersigned to identify and correct the error on behalf of the Developer of the project.
- 7. This Affidavit is authorized to be recorded pursuant to MCL 565.451a; MSA 26.731(1a) because it relates to matters which may affect the title or possession of the above described premises
- 8. A copy of this Affidavit has been sent to all of the co-owners of Project by first class mail, postage prepaid.

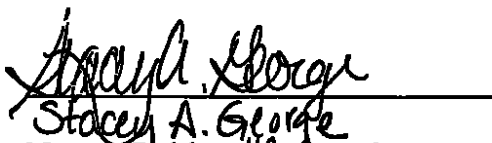
Further affiant sayeth not.

Dated: March 21, 2005



David W Charron

The foregoing instrument was acknowledged before me this 21st day of March, 2005, by David W Charron.



Stacey A. George
Notary Public, Kent County, MI,
Acting in Kent County, MI
My commission expires: 10/6/08

Prepared by and after recording return to

David W. Charron
✓ Charron & Hanisch, P L.C.
4949 Plainfield Avenue, NE
Grand Rapids, MI 49525

EXHIBIT ALIMITED ASSIGNMENT OF DEVELOPMENT RIGHTS

HAMMOND BAY PRESERVE, LLC., a Michigan limited liability company, of 17620 N. Shore Estates, Spring Lake, Michigan 49456 ("Assignor"), for value received, hereby transfers and assigns to GRAND HAVEN CONSTRUCTION CO, LLC, a Michigan limited liability company of 17620 N Shore Estates, Spring Lake, Michigan 49456 ("Assignee"), and its successors and assigns, the following rights, interest, easements and privileges which the Assignor has and may have as developer of BAYOU MEADOWS II, a condominium project established by Master Deed recorded September 15, 2003 in Liber 4257, Page 65-131, inclusive, Ottawa County Records, and designated as Ottawa County Condominium Subdivision Plan No. 357 (the "Project").

- 1 Assignee shall have the exclusive right to amend the Master Deed of the Project for the purpose of creating twenty eight (28) marina condominium units according to the site plan of the Project approved by applicable governmental authorities.
- 2 Assignor grants Assignee the non-exclusive right to undertake commercial activities, maintain a sales office, advertise and display signs, keep storage areas and reasonable parking, and/or post billboards within the Bayou Meadows II project pursuant to Section 7 04 in order to market the sale of the units and other property it acquires from Assignee
- 3 Assignee, as a licensed residential home builder, shall enjoy the non-exclusive right to be exempted from the payment of regular and special assessments, as provided in Section 5 10 of the Condominium Bylaws,
- 4 Assignee shall have the non-exclusive right to enforce the restrictions on co-owner conduct found in the Master Deed and other condominium documents, against co-owners who are in default of their obligations, or the Association The Assignee shall also enjoy the non-exclusive right under Sections 7 04 and 7 07 of the Condominium Bylaws to cure the co-owner's or the Association's default and to charge the cost thereof to the Association as an expense of administering the Project

Assignor has not previously assigned any development rights of the Project to any party other than Eastbrook Development Company on October 2, 2003 This Assignment is authorized by Article X of the Master Deed of the Project. The Assignor reserves all development rights which have not been assigned to Assignee All assigned development rights which are designated as "non-exclusive" may also be enjoyed by Assignor and its assigns, provided however, that to the extent any conflict arises between the Assignor's and the Assignee's exercise of such rights with respect to the conduct of the co-owners of residential units which occurs within the physical areas of the Project consisting of Units 1 to 21, Eastbrook Development Company's decisions shall control and Assignee's exercise of such rights shall be subordinate to that of Eastbrook Development Company Assignee accepts all development rights assigned by this instrument

This instrument is effective February 17, 2005

HAMMOND BAY PRESERVE, LLC, a Michigan limited liability company

By Bradley James Development Co, LLC, a Michigan limited liability company
Its Manager

By 
Brad Gruizinga
Its Member

GRAND HAVEN CONSTRUCTION CO, LLC, a Michigan limited liability company

By 
Brad Gruizinga
Its Member

EXHIBIT A

STATE OF MICHIGAN)
) ss
 COUNTY OF KENT)

On this 17th day of February, 2005, before me, a notary public in and for said County, personally appeared Brad Gruizinga, Member, Bradley James Development Co LLC, a Michigan limited liability company 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
 My Commission Expires 5/17/2005

STATE OF MICHIGAN)
) ss
 COUNTY OF KENT)

On this 17th day of February, 2005, before me, a notary public in and for said County, personally appeared Brad Gruizinga, Member, Grand Haven Construction Co , 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
 My Commission Expires: 5/17/2005

Prepared by.

David W. Charron
 Charron & Hanisch, PLC
 4949 Plainfield Avenue, NE
 Grand Rapids, MI 49525