

JOINT MAINTENANCE AGREEMENT

This Joint Maintenance Agreement is made this _____ day of September 2004 by and between BAYOU MEADOWS CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation, of 18026 Pettys Lane, Spring Lake, Michigan 49456, and BAYOU MEADOWS II CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation, of 2130 Enterprise, Kentwood, Michigan 49508, upon the following facts, terms and conditions:

A. Bayou Meadows Condominium Association (the "First Association") serves as the association of co-owners of Bayou Meadows, a residential site condominium established by Master Deed recorded on October 17, 1996 in Liber 2141 on Page 98, Ottawa County Records, and designated as Ottawa Condominium Subdivision Plan No. 196, and amended by First Amendment to the Master Deed recorded on July 6, 2001 in Liber 3125 on Page 108, Ottawa County Records.

B. Bayou Meadows II Condominium Association (the "Second Association") serves as the association of co-owners of Bayou Meadows II, a residential site condominium established by Master Deed recorded on September 15, 2003 in Liber 4257 on Pages 65-131, inclusive, Ottawa County Records, and designated as Ottawa Condominium Subdivision Plan No. 357.

C. Bayou Meadows and Bayou Meadows II are adjacent condominium projects that share the same entrance of Hammond Bay Drive off of Kelly Street in the Township of Spring Lake, Ottawa County, Michigan. The parties desire to enter into a maintenance agreement for the upkeep and maintenance of the General Common Elements of the projects.

D. The projects are already subject to a reciprocal easement and maintenance agreement for the use of the commonly used and maintained private roads and utilities, which Easement Agreement is dated May 2, 2003 and recorded May 2, 2003 in Liber 4002 on Page 693-698, inclusive, Ottawa County Register of Deeds.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

A. All General Common Elements described and depicted in the Master Deeds and Subdivision Plans of both condominium projects shall be maintained jointly by the associations. The General Common Elements include, but are not limited to, the following:

1. All private roads and utility easements described and drawn as General Common Elements in the Master Deeds of both condominium projects.
 2. All storm water drainage described and drawn as a General Common Element in the Master Deed of both condominium projects or recorded as an easement prior to the adoption of this agreement.
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3. The proposed pedestrian path along the west shore of the southern General Common Element depicted on sheet 5 of the drawings included with the Master Deed of Bayou Meadows II.
4. The proposed observation deck located at the southern point of the southern General Common Element depicted on sheet 5 of the drawings included with the Master Deed of Bayou Meadows II.
5. All construction and/or improvements approved pursuant to the procedures outlined in the Master Deeds of both condominium projects.

B. The Associations of Co-owners for Bayou Meadows and Bayou Meadows II Condominiums shall jointly administer the maintenance and repair of the infrastructure and General Common Elements as described above. The decision to repair, replace, maintain, improve and/or construct the infrastructure and/or General Common Elements of the condominium projects shall be decided by the Board of Directors for the associations as provided in the Master Deed and Bylaws for the condominium projects.

C. All expenditures to repair, replace, maintain, improve and/or construct the infrastructure and/or General Common Elements of the condominium projects shall be shared by each association on the percentage of the number of completed units and units under construction in each condominium project. Except that until there are enough units completed in Bayou Meadows II to meet the following expenses, Bayou Meadows II Condominium Association agrees to contribute the following percentages:

- 50% of mowing main entrance area;
- 33% of electric for street lights;
- 50% of water bill for irrigation of main entrance area;
- 33% of snow plowing

D. When the control of both Associations has been turned over to the co-owners for management, the Associations shall split the maintenance costs according to the total number of recorded units in both projects. After control of both Associations has been turned over to the co-owners, the Associations may choose to enter into a further agreement to join the Associations for accounting purposes.

E. Any disagreement, controversy or claim between the associations, or their successors and/or assigns, arising out of or related to this Agreement or the breach thereof, may, at the option of either association, be settled by arbitration. Arbitration shall be conducted by the West Michigan Chapter of the Better Business Bureau under their respective rules that are currently in effect. Arbitration of any claim or controversy arising out of or related to this Agreement or the breach thereof must be filed within such time as would be permitted by law for the filing of a suit on such claim in any court. Any arbitration that is filed later shall be dismissed, unless otherwise agreed upon by the parties involved.

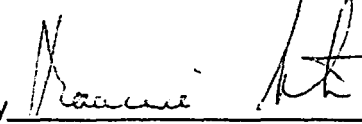
F. No modification or termination of the provisions of this Joint Maintenance Agreement shall be valid unless in writing and signed by the Association of Co-owners of both condominium projects.

G. The terms and conditions of this Joint Maintenance Agreement shall bind and benefit the heirs, personal representatives, successors and assigns of all parties who have an interest in any portion of the condominium projects. Each co-owner, by the acceptance of a deed or land contract to their respective properties, shall be deemed to have agreed to all the terms and conditions of this Joint Maintenance Agreement.

H. This Joint Maintenance Agreement shall be governed by and construed according to the laws of the State of Michigan.


The undersigned have executed this Joint Maintenance Agreement as of the date set forth above.

BAYOU MEADOWS CONDOMINIUM ASSOCIATION,
a Michigan non-profit corporation

By  _____
Francine Anton
Its President

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

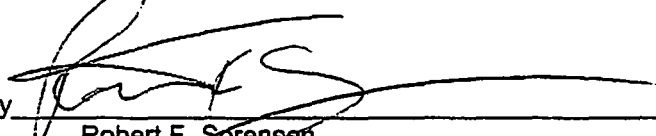
Acknowledged before me this _____ day of September 2004 by Francine Anton, President of Bayou Meadows Condominium Association, a Michigan non-profit corporation, on behalf of the corporation.



Notary Public, Ottawa County, Michigan
My commission expires: April 1, 2008


LEILI LINDRUP
Notary Public, Ottawa County, MI
My Commission Expires Apr. 1, 2008

BAYOU MEADOWS II CONDOMINIUM ASSOCIATION,
a Michigan non-profit corporation

By  _____
Robert F. Sorensen
Its President

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

Acknowledged before me this _____ day of September 2004 by Robert F. Sorensen, President of Bayou Meadows II Condominium Association, a Michigan non-profit corporation, on behalf of the corporation.



Notary Public, Ottawa ~~Kent~~ County, Michigan
My commission expires: April 1, 2008

LEILI LINDRUP
Notary Public, Ottawa County, MI
My Commission Expires Apr. 1, 2008