

Bay Meadows "Top 10" By-Laws

As Bay Meadows homeowners, we are all members of the Homeowners Association. Together we work to maintain the appearance and condition of our neighborhood, protect our home values and contribute to the enjoyment of all Bay Meadows residents. The restrictions listed in our HOA By-Laws are meant to provide guidance on how to keep our neighborhood looking its best. The list is pretty long. So your Board decided to develop a quick reference sheet of our "Top 10" By-Laws so they would be easier to remember. (Refer to numbers following each by-law for more detail.)

1. **No RV's, trailers, or commercial vehicles** may be parked or stored in driveways or adjoining areas, unless parked in the garage with the door closed. Temporary loading and unloading activities may last no longer than 12 hours. (7.6)
2. **No offensive activities** which are in violation of local ordinances, or anything considered an annoyance to other neighbors, are permitted. (7.1)
3. **No fences** are allowed in the front yard of any dwelling. No fences may be constructed in other areas without Board approval. (7.15)
4. **All trash and garbage waste containers** must be kept inside garages or within fully enclosed areas at all times, except during collection days. (7.7)
5. All homeowners shall maintain the exterior of their home and yard in a neat and attractive manner, and in good condition and repair. (6.1)
6. **No signs may be displayed in public view** on any home or lot other than a "Home for Sale" sign. No signs are allowed in common areas unless approved by the Board. (7.9/7.16)
7. **Pets must be leashed** when outside a home. The pet owner must remove fecal matter dropped on property not owned by the pet owner. **No pets other than common household pets** are allowed. (7.2)
8. **All playground equipment** must be kept in back yards no less than 25 feet from the edge of the water, and not closer to side boundaries than the edge of the house. (7.19)
9. All homes (including garages) are to be single family residences. All residents must be members of a single family. This may include parents of either the husband or wife, but not both. (2.1)
10. **Garage doors must be kept closed** for security and aesthetic reasons. (7.5)

BAY MEADOWS NO. 1
LOTS 26 THROUGH 41
DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that BAY MEADOWS, INC... hereby make the following Declaration of Restrictive Covenants as to the use of property in Phase I:

1. Restrictions Imposed Pursuant to the Requirements of the Michigan Department of Natural resources, the floodplain of Bay Meadows Lake is established at Elevation 593.6 N.G.V. Datum, and it encroaches on Lots 26 through 41, inclusive, as shown on the recorded plat drawing. No filling or occupation of the floodplain area will be allowed without prior written approval of the Department of Natural Resources. To insure that no encroachments occur, and to protect future construction from flood damage, the following restrictions are imposed on building construction on any building used or capable of being used for residential purposes and occupancy. Each building must:

(a) Have lower floors, excluding basements, higher than the elevation of the contour defining the floodplain limits.

(b) Have openings into the basement not lower than the elevation of the contour defining the floodplain limits.

(c) Have basement walls and floors, below the elevation of the contour defining the floodplain limits, watertight and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the floodplain limits following methods and procedures outlined in Chapter 5, Type A Construction and Chapter 6 for Class 1 loads found in "Flood Proofing Regulations" EP 1165 2 314 prepared by the Office of the Chief of Engineers, U.S. Army, Washington, D.C., June, 1972. Figure 5, Page 14.5 of the regulation shows typical foundations, drainage and waterproofing details. This document is available at no cost from the Department of Natural Resources' Land & Water Management Division, Stevens T. Mason Building, P.O. Box 30028, Lansing, Michigan 48909, or Department of the Army, Corps of Engineers, publications Depot, 890 South Pickett, Alexandria, Virginia 22304.

(d) Be equipped with a positive means of preventing sewer backup from sewer lines and drainage which serve the buildings.

(e) Be properly anchored to prevent floatation.

2. Restrictions Imposed Pursuant To the Requirements of the Ottawa County Drain Commissioner.

(a) Soil erosion and sedimentation permits, as required by Public Act 347 of 1972, shall be obtained for all lots.

(b) Basement floors in Phase I shall be a minimum of 2.0 feet above the normal lake level, which means no basement floor shall be below elevation 594.0 N.G.V. Datum.

(c) Openings into basements shall be at least 1.0 foot above the 100 year floodplain elevation, which means no basement opening shall be below elevation 594.0 N.G.V. Datum.

3. Inconsistency. In the event of any inconsistency among the foregoing restrictions, the more stringent restriction shall govern.

4. Duration. The foregoing restrictions are perpetual and shall run with the land. They may not be amended or modified.

IN WITNESS WHEREOF, the Proprietors have executed this Declaration of Restrictive Covenants as of this 13 day of OCTOBER, 1989.

Witnesses: Jodi Zwyghuizen, Lori Bosgraaf

BAY MEADOWS, INC. Theodore J. Bosgraaf, Its President

Recorded Dec 22, 1989, 11:00 a.m. Ottawa Co. Register of Deeds, Phyllis Dahlman

LIBER 1380 Pages 367-369.

BAY MEADOWS NO.3

LOTS 53 THROUGH 63

DECLARATION OF RESTRICTIVE COVENANTS

IN WITNESS WHEREOF, the Proprietors have executed this Declaration of Restrictive Covenants as of this 12th day of Sept. 1990.

Witnesses: John R. Stuve, Neil A. Sharpe

BAY MEADOWS, INC. Theodore J. Bosgraaf, Its President

Recorded Nov. 12, 1990, 10:01 a.m. Register of Deeds, Ottawa County, Phyllis Dahlman

Liber 1445, Page 49 - 50.

BAY MEADOWS NO.5

LOTS 97 THROUGH 106

IN WITNESS WHEREOF, The proprietors have executed this Declaration of restrictive Covenants as of this 10th day of May, 1993.

Witnesses: Mary L. Grasman, Neil A. Sharpe

BAY MEADOWS, INC. Theodore J. Bosgraaf, President, Steven J. Spoelhof, Secretary

Recorded Jun. 25, 1993, 10:48 a.m. Register of Deeds, Ottawa County, Phyllis Dahlman

Liber 1732 Page 404 - 405.

BAY MEADOWS PLAT

PHASES II AND III

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, ... hereby makes the following declarations as to the use of property in Phases II and III and certain other matters.

The declarations contained herein are based upon the following factual recitals:

A. It is appropriate for an association of co-owners to control and manage all parks, lakes, ponds and common areas in Phases I, II and III of Bay Meadows Plat.

B. To maintain a high standard of quality, it is necessary to impose certain covenants, conditions, and restrictions upon the use of the property that constitutes Phases II and III.

C. Developer is willing to sell lots in Phases II and III, but all buyers and subsequent owners must accept such lots subject to the declarations, covenants, restrictions and conditions set forth herein.

NOW, THEREFORE, Developer hereby declares that all lots in Phases II and III of the plat shall be held, sold, and conveyed subject to the following:

Section 1. Definitions

As used herein, the terms set forth below shall have the following meanings:

1.1 "Architectural and Environmental Review Board" shall mean the committee appointed in accordance with the provisions of Section 5 below.

1.2 "AREA" shall mean the actual usable square feet of living area within a residence to be constructed on a Phase II or Phase III Lot, exclusive of any basement, attic, porch, patio, deck, garage or the like.

1.3 "Assessments" shall mean the payments provided for in Section 11 below.

1.4 "Association" shall mean the Bay Meadows Association, a Michigan not-for-profit corporation.

1.5 "Common Areas" shall mean all areas within the plat reserved for the common use and enjoyment of all Lot Owners, such as parks, lakes, ponds, boulevards, and such other areas of facilities (including any later-added recreational facilities, such as a clubhouse, swimming pool, tennis court or the like) as may by the Developer (so long as the Developer owns at least one lot) or a majority in number of the Lot Owners be designated as Common Areas in a declaration recorded in the office of the Ottawa County Register of Deeds.

1.6 "Developer" shall mean Bay Meadows, Inc., a Michigan corporation, the proprietor of the land within the plat, or its successors or any person or entity to whom or to which it may, in a document recorded with the Register of Deeds of Ottawa County, Michigan, expressly assign one or more of its rights hereunder or delegate all or any of its authority hereunder.

1.7 "Front Setback" shall mean, with respect to any Phase II or Phase III Lots, the distance between the edge of the street or road on which a lot is located and the nearest point of any Improvement built on the Phase II or Phase III Lot.

1.8 "Improvement" shall mean every building of any kind and very fence or wall, pool, tennis court, or other structure.

1.9 "Lot Lines" shall mean the two long side lines of each lot.

1.10 "Lot Owner" shall mean any person or other entity owning legal or equitable title to or purchasing a Phase II or Phase III Lot, or any person having a right or occupancy to any dwelling constructed on a Phase II or Phase III Lot.

1.11 "Phase II or Phase III" or "Phase II and Phase III Property" shall mean the property described on Exhibit A hereto.

1.12 "Phase II or Phase III Lot" shall mean any one of the lots within Phases II and III of the plat, as described in Exhibit A hereto. "Phase II and III Lots" SHALL MEAN ALL SUCH LOTS.

1.13 "Total Side Yard" shall mean the sum of the distances between the residences constructed on any Phase II or Phase III Lot, including any porches, decks, and attachments, and the Lot Lines.

Section 2. Improvements

2.1 Each Phase II and III Lot shall be used exclusively for the construction of one single family residence (including a garage for private use), shall be limited in use to single-family residential purposes, and may be occupied by only one single family. Except to the extent prohibited by law, when used herein, the phrase "single family" shall mean (i)(A) a man or a woman (or a man and woman living together as husband and wife), (B) the children of either and both of them, and /or (C) the parents or either but not both of them, and (ii) no other persons. The term shall not include persons not so related, and no residences on the Phase II or Phase III Lots shall be occupied by any group of persons who are not members of the same single family, as defined herein.

2.2 All residences constructed on Phase II or Phase III Lots, including any porches, decks, and attachments, shall have at least a 40-foot Front Setback and shall be located no closer than 10 feet from either Lot Line.

2.3 No one-story residence will be constructed with a fully enclosed main floor Area of less than 1,600 square feet, exclusive of carport, garage and open porches. No one-story residence will be constructed on lots with lake frontage with a fully enclosed main-floor Area of less than 1,800 square feet, exclusive of carport, garage and open porches. No one and one-half or 2-story residence will be constructed on any lot with a fully enclosed floor Area or less than 2,000 square feet, exclusive of carport, garage and open porches, including a fully enclosed main floor Area of not less than 1,200 square feet, exclusive of carport, garage and open porches. The height of any building will be not more than 2 and one-half full stories above street level. For purposes hereof, if any portion of a level or floor within a residence is below grade, none of that level or floor shall be considered "square footage" hereunder.

2.4 There shall be a Total Side Yard of at least 20 feet on all Phase II and Phase III Lots.

2.5 The Developer or the Architectural Control Committee will determine the location, color, size, design, lettering, and all other permitted particulars of all mail or paper delivery boxes, and standards, posts, and brackets and name signs for such boxes.

Section 2.6 Improvements All electrical services, cable television and telephone lines shall be placed underground and no outside electrical lines or other lines or wires will be placed overhead without the prior written approval of the Board of Directors of the Bay Meadows Homeowners Association. No exposed or exterior radio or television transmission or receiving antennae, dishes or other devices shall be erected (except small dishes approximately 18 inches or less in diameter which Lot Owners shall use reasonable efforts to install in an inconspicuous manner at a location on the lot which is approved in advance by the Board of Directors of the Bay Meadows Homeowners Association), placed, or maintained on any lot.

2.7 Each residence constructed must have an electric service entrance of sufficient capacity to meet present and future requirements of occupants in accordance with the engineering standards of the electric utility company providing electric power to the Phase II or Phase III Lot.

2.8 Each residence constructed must be prewired for cable television service.

Section 3. Common Areas

3.1 The Association shall be the owner of the Common Areas in the plat.

3.2 The Association shall keep and maintain the Common Areas in a good, clean and serviceable condition and in accordance with this Declaration and such other standards as are from time to time established by a majority of its members. The Association shall also be responsible for supervising the construction, maintenance, repair, and reconstruction of any Improvements that may from time to time be placed upon the Common Areas.

3.3 The Association may establish reasonable rules and regulations concerning the use and enjoyment of the Common Areas.

Section 4. Subdivison: Other Easements

4.1 No Phase II or Phase III Lot may be subdivided.

4.2 No Phase II or Phase III Lot Owner shall be permitted to grant any right-of-way or easement across his lot to any person or to benefit any parcel of property except another lot governed hereby. This restriction shall not include the usual utility easements.

4.3 The Developer has reserved and hereby reserves all easements for utilities re drainage shown on the recorded plat and full rights or ingress and egress for the Developer and Developer's agents, employees, and assigns over any part of the Phase II and Phase III Lots for the purpose of installing and servicing the utilities and drains for which the easements are reserved.

4.4 No structures will be erected upon any Phase II or Phase III Lot which will interfere with the rights of ingress and egress provided in Section 4.3. Any fences, paving or plantings which interfere with the rights of ingress and egress provided in Section 4.3 may be removed as necessary when installing or servicing the utilities and drains and neither Developer nor Developer's agents will have liability for such removal.

Section 5 Architectural and Environmental Review Board

5.1 An Architectural and Environmental Review Board will be selected for the purpose of (i) evaluation for compliance for proposed Improvements with the restrictions set forth herein, and (ii) evaluation of all plans for construction of new buildings and sites.

The Architectural and Environmental Review Board will be comprised of the Developer and two members appointed by the Developer so long as the Developer shall own any property or have an interest in the plat, or until the Developer relinquishes such rights in writing. Thereafter, the Board of Directors shall appoint from time to time, but at least every three years, members from the Association to serve on the Architectural and Environmental Review Board.

5.2 No Phase II or Phase III Lot Owner shall construct, alter, or maintain any

improvements on a Phase II or Phase III Lot until all of the following have been completed:

(a) The Phase II or Phase III Lot Owner has submitted to the Architectural and Environmental Review Board a complete set of preliminary sketches showing floor plans, exterior elevations, and an outline specification for materials and finishes.

(b) The Architectural and environmental Review Board has approved the preliminary sketches.

(c) Upon approval of preliminary sketches, the Phase II or Phase III Lot owner has submitted to the architectural and Environmental Review Board one complete set of plans and specifications therefor, in form satisfactory to the Architectural and Environmental Review Board, showing insofar as is appropriate:

(i) The size and dimensions of the Improvements;

(ii) The exterior design;

(iii) The exterior color scheme;

(iv) The exact location of the Improvement on the Phase II or the Phase III Lot; and

(v) The location of the driveways, all walls and fences, and landscaping.

(d) Such plans and specifications have been approved in writing by the Architectural and Environmental Review Board.

Approval of preliminary sketches and detailed plans and specifications may be withheld, not only because of their noncompliance with any restrictions and conditions contained herein, but also because of the reasonable dissatisfaction of the Architectural and Environmental Review Board as to the location of the structure on the lot, color scheme, finish, design, proportions, shape, height, type, or appropriateness of the proposed Improvement or alteration, the materials used therein, the kind, shape, or type of roof proposed to be placed therein, the number of trees that must be removed, the degree of terrain alteration involved, or because of its reasonable judgment of the Architectural and Environmental Review Board, would render the proposed Improvement inharmonious or out of keeping with the plat or with the Improvements erected in the immediate vicinity of the Phase II or Phase III Lot.

5.3 If at any time a Phase II or Phase III Lot Owner shall have submitted to the Architectural and Environmental Review Board plans and specifications in accordance with this section of a structure or alteration, and the Architectural and Environmental Review Board has neither approved such plans and specifications within 30 days from the date of submission nor notified the Phase II or Phase III Lot Owner of its objection within such 30-day period, then such plans and specifications shall be deemed to have been approved by the Architectural and Environmental Review Board. If a Phase II or Phase III Lot Owner shall file revised plans and specifications for a structure or alteration with the Architectural and Environmental Review Board after receiving objections from the Board with respect to original plans and specifications, and the Board has neither approved them nor notified the Phase II or Phase III Lot Owner of further objections within 30 days from the date of submission, then such revised plans and specifications shall be deemed to have been approved by the Architectural and Environmental Review Board.

Section 6. Care and Appearance of Premises.

6.1 Phase II and Phase III Lot Owners shall maintain the exterior of all Improvements on any Phase II or Phase III Lot and the Phase II or Phase III Lot itself in a neat and attractive manner, and in good condition and repair.

Section 7 Use Restrictions

7.1 No offensive activity or activity which is in violation of any law, ordinance, statute or governmental regulation shall be carried on in the plat, nor shall anything be done which may be or become an annoyance or a nuisance to the other Phase II or Phase III Lot Owners in the plat.

7.2 No animal shall be kept except common household pets, no savage or dangerous animal shall be kept and all pets shall be leashed when outside or a house or fenced-in area. The owner of a pet shall be responsible for removing fecal matter dropped by the pet on property not owned by the owner of the pet.

7.3 Antennae, satellite dishes and the like are not permitted on the Phase II or Phase III property. (See Section 2.6 Improvements).

7.4 All trash and refuse shall be deposited only in proper receptacles.

7.5 For security and aesthetic reasons, garage doors must be kept closed at all times except as may be reasonably necessary to gain access to and from any garage.

7.6 No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, snowmobile trailers or vehicles other than automobiles or vehicles used primarily for general personal transportation use may be parked or stored upon any Phase II or Phase III Lot or adjoining areas, unless parked in a garage with the door closed. This restriction shall not apply to temporary loading and unloading activities lasting no longer than 12 hours.

7.7 All trash, garbage and other waste is to be kept only in sanitary containers inside garages or otherwise within fully enclosed areas at all times and will not be permitted to remain elsewhere in the Phase II or Phase III Lot or adjoining areas, except for such short periods of time as may be reasonably necessary to permit periodic collection. All trash, garbage and other waste must be removed from the Phase II or Phase III Lot at least once each week. No incinerators or other equipment for the disposal of waste will be permitted on any Phase II or Phase III Lot.

7.8 No derrick or other structures designed for use in boring for oil or natural gas will be erected, placed or permitted upon any Phase II or Phase III Lot now will any oil, natural gas, petroleum, asphaltum, or hydrocarbon products or minerals of any kind be produced or extracted from or through the surface of any Phase II or Phase III Lot. Rock, gravel, and/or clay will not be excavated or removed from any Phase II or Phase III Lot for commercial purposes.

7.9 The Common Areas are to be maintained with a park-like atmosphere. No Signs or any advertising will be displayed in the Common Areas unless their size, form and number are first approved in writing by the Developer.

7.10 No fill will be used to extend a Phase II or Phase III Lot beyond the shoreline of any pond or lake adjoining the Phase II or Phase III Lot without the prior written consent of the Developer.

7.11 No stone or cinder driveways shall be permitted. All driveways are to be a

minimum of twelve (12) feet wide and must be constructed of asphalt or concrete. If constructed of asphalt, the depth of the asphalt shall be at least three (3) inches thick. If constructed of concrete, the driveway shall be at least four (4) inches thick. Circular drives in front of homes (if any) must be a minimum of eight (8) feet wide.

7.12 Swimming pools will not be nearer than six (6) feet to any Phase II or Phase III Lot Line and will not project with their coping more than two feet above established grade.

7.13 Finished landscaping is to be completed within 9 months from the issuance of a certificate of occupancy.

7.14 No trees three inches in diameter or larger shall be removed from any Phase II or Phase III Lot unless one of the following conditions exist:

- a. It is within 20 feet of a building or permanent structure,
- b. It is diseased or dead,
- c. It is a hazard to building, structure, or human life; or
- d. Its removal would encourage healthier growth of surrounding trees.

7.15 No fences may be constructed on any Phase II or Phase III Lot without the prior written consent of the Architectural and Environmental Review Board. No fences may be erected in the front yard of any dwelling.

7.16 No sign of any kind shall be displayed to the public view on any Phase II or Phase III Lot except a sign of not more than four square feet advertising a Phase II or Phase III Lot for sale or rent or a sign used by a builder to advertise the construction or subsequent sale of a dwelling unit. No sign other than Developer's will be allowed at any entrance to the subdivision.

7.17 All dwelling units shall be served by and connected to municipal water and sewer prior to occupancy.

7.18 No planting shall be permitted to remain in any boulevard at a height of greater than 3 feet above the level of the adjacent road.

7.19 All playground equipment, such as swing sets, slides and the like, shall be kept on a Phase II or Phase III Lot only in an area not closer to any side boundary than the extremities of the residence on that Lot and not less than 25 feet from the edge of the water.

7.20 No Phase II or Phase III Lot may be offered for sale except through Bosgraaf Real Estate Company or some other qualified licensed real estate broker approved in writing by the Association; provided, however, that the Association may permit Phase II and Phase III Lot Owners to sell their lots under their own auspices if the owners demonstrate sufficient knowledge of real estate sales practices and a sufficient marketing plan to protect the harmony of the project and to prevent the value of the Phase II and Phase III Lots from being diminished.

Section 8. Construction

8.1 All construction of buildings and structures will be done only by residential home builders licensed by the State of Michigan and approved in writing by the Developer, provided the Developer may waive this restriction for an owner who wishes to act as his own general contractor if the owner demonstrates to the Developer the owner's

ability to construct a residence of a quality consistent with the other residences in Bay Meadows within a normal construction schedule. In any event, all construction must be completed within one year from the start thereof, provided that the Developer may extend such time when in Developer's opinion conditions warrant an extension.

8.2 Garages, which will be utilized only by the occupants of the residence to which they are appurtenant, must be attached to the residence and constructed in accordance with the plans approved in Section 5. Each residence must have one and only one garage which must be capable of garaging at least two (2) and not more than five (5) standard-size automobiles. Each garage shall have not less than two nor more than three (3) standard-size garage doors. Nor garage will be placed, erected, or maintained upon any Phase II or Phase III Lot except for use in connection with a residence on that Phase II or Phase III Lot already constructed or under construction at the time that such garage is placed or erected upon the Phase II or Phase III Lot.

Section 9. Bay Meadow Association

9.1 The plat will be governed by the Association, which will be responsible for the duties given herein, and for the general management, maintenance, operation and administration of the affairs of the plat, which shall include, without limitation, the following:

- (a). Maintenance, repair and improvement of the Common Areas;
- (b). Snow removal (but only if the Association elects to provide snow removal service); and
- (c). Arbitration of disagreements between Phase II and Phase III Lot Owners.

All such duties shall be carried out as the Board of Directors of the Association shall from time to time determine.

9.2 Membership in the Association shall be compulsory for all Phase II and Phase III Lot Owners. Pursuant to Section 9.2 of the Declaration for Phase I recorded in Liber 1380 at Page 371, Ottawa County Records, the Developer hereby expresses its decision to submit the Phase II and Phase III Lots and any Common Areas therein to the jurisdiction of the Association, and this instrument shall constitute Developer's written declaration. Those portions of the Declaration for Phase I that both (i) pertain to the Association and (ii) refer to Phase I Lots, or Phase I Lot Owners, shall be deemed to have been modified to refer to all property owner members and are incorporated herein by reference, as are all the Association governance provisions set forth in the Declaration for Phase I.

Section 10. Violation of Provisions.

10.1 (a) If any Phase II or Phase III Lot Owner shall violate the provisions of these Covenants, Conditions and Restrictions, or any rule or regulation promulgated by the Association, the Association, not earlier than 15 days after it has delivered written notice to a Phase II or Phase III Lot Owner of a violation of one or more of the provisions thereof, may enter upon and alter, repair, or change any Improvement or thing which may be upon the Phase II or Phase III Lot or Common Areas in violation thereof so as to make such Improvements or things conform to such provisions. The Association may charge the Phase II or Phase III Lot Owner for the entire cost of the work done by or for it pursuant to the provisions of this section which shall become a lien against the Phase II or Phase III Lot Owner's lot, enforceable in accordance with the provisions of Section 11 hereof.

(b) For a violation or a breach of any of the provisions hereof, the Association shall also have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent their violation or breach. If the Association shall fail or refuse to enforce any violation after request has been made by one or more Phase II or Phase III Lot Owners, such owners shall have the joint and several right to proceed in law or equity to seek a money judgment or to compel such compliance.

Section 11. Assessments

11.1 As a member of the Association, and in consideration of having the right to use the Common Areas, each Phase II or Phase III Lot Owner, by acquiring legal or equitable title, agrees for himself, his heirs, successors and assigns, to pay to the Association any dues, assessments, charges, costs or fines (collectively referred to herein as "Assessments") as may from time to time be levied by the Association for any lawful purpose.

11.2 Any Assessment or other charge of the Association not paid on or before the due date established by the Association shall be considered as being in default and shall bear interest the highest rate permitted by law. Such Assessment or other charge, plus interest, and all costs incurred by the Association in connection with the collection of any such charge, including reasonable attorney's fees, shall be collectible by the Association and shall constitute a continuing lien upon every Phase II or Phase III Lot Owner responsible therefor, which lien shall be superior to all claims to such lot or lots except first mortgages, as well as an enforceable personal obligation of the Phase II or Phase III Lot Owner against whom they were assessed.

11.3 The Association, or its successors and assigns, may, upon the failure of a Phase II or Phase III Lot Owner to pay any claim of lien against any such lot and thereafter pursue an action to foreclose said lien in any manner now or in the future permitted by law or equity, including, but not limited to, what is commonly known as a foreclosure by advertisement. In this regard, the Phase II or Phase III Lot Owner hereby grants the Association a power of sale and authorizes the Association to sell the lot to which delinquent charges are attributable or cause it to be sold at public auction and to deliver to the purchaser good and marketable title therefor, subject only to any purchase money first mortgage. The proceeds received at such a sale shall be distributed in accordance with the priorities established by applicable law. The Association may, in addition to, or instead of, foreclosure, attain personal judgment against the obligor.

11.4 Provided he is current in his obligations hereunder, each Phase II and Phase III Lot Owner shall be released from all personal liability for costs hereunder immediately upon the sale or other conveyance of his complete fee interest in the lot owned by him that is benefited or burdened hereunder.

Section 12. Assignment of Rights

12.1 All rights hereunder granted to Phase II and Phase III Lot Owners shall not be further assignable by such owners except as an appurtenance to and in conjunction with a sale of their lot.

Section 13. Duration; Amendment; Miscellaneous

13.1 (a) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten years from the date these

covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by 60% of the then-owners has been recorded, agreeing to change said covenants in whole or in part.

(b) These restrictions may be amended by the affirmation written action of the Developer and not less than 50% of the owners of all Phase II and Phase III Lots not owned by the Developer. So long as the Developer owns any Phase II or Phase III Lot, this instrument may not be amended at any time without the consent of the Developer. Any amendments shall become effective ten days after notice of adoption of the amendment, together with a copy of the recorded amendment, is mailed to all Phase II and Phase III Lot Owners. Notwithstanding the foregoing provisions of this Section 13, the easements reserved and granted in this instrument shall be binding perpetually, and no amendment shall modify or terminate such easements.

13.2 The invalidation of any one or more of the provisions set forth herein by any court of competent jurisdiction, in no way shall affect any of the other reservations and restrictions, but they shall remain in full force and effect.

13.2 The Developer also presently owns certain property adjacent to Phase II and Phase III. This property may be developed by the Developer, but not necessarily in accordance with a common plan or scheme. Accordingly, the covenants, conditions, and restrictions set forth herein are intended to apply only to Phases II and III and do not in any way burden or restrict the development of any other property owned by the developer.

13.4 Upon sale or transfer of title to a Phase II or Phase III Lot, the selling Phase II or Phase III Lot Owner shall notify the Association of the name of the new owner.

IN WITNESS WHEREOF, the Developer has executed this Declaration of Covenants, Conditions and Restrictions as of this 2nd day of October, 1990.

Witnesses: Vicky Busscher, Jodi Zwyghuizen

Bay Meadows, Inc. Theodore Bosgraaf, Its President

Recorded Nov. 13, 1990, 11:57 a.m. Register of Deeds, Ottawa County, Phyllis Dahlman

Liber 1445 Page 454-465.

BAY MEADOWS PLAT

PHASE IV

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

(Phase IV Covenants identical to Phase II and Phase III Covenants.

Please refer to Phase II and Phase III Covenants for complete text.)

IN WITNESS WHEREOF, the Developer has executed this Declaration of Covenants, Conditions, and Restrictions as of this 24th day of Nov. 1991.

Witnesses: Julie Vande Voort

BAY MEADOWS, INC. Theodore J. Bosgraaf, Its President

Recorded Nov. 25, 1991, 3:03 p.m., Register of Deeds, Ottawa County, Phyllis Dahlman

Liber 1529 Page 827 - 838.

BAY MEADOWS PLAT

PHASE V

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

(Phase V Covenants identical to Phase II and Phase III Covenants.

Please refer to Phase II and Phase III Covenants for complete text.)

IN WITNESS WHEREOF, the Developer has executed this Declaration of Covenants, Conditions and Restrictions as of this 21 day of June 1993.

Witnesses: Ruth I. Grokkhof, Angela Kiksen

BAY MEADOWS, INC., Theodore J. Bosgraaf, Its President

Recorded Jul. 2, 1993, 12:07 p.m., Register of Deeds, Ottawa County, Phyllis Dahlman

Liber 1736 Page 285 - 294.

EXHIBIT A

LIBER 1445 PAGE 465

BAY MEADOWS NO. 3

(LEGAL DESCRIPTION)

BAY MEADOWS No. 3, part of the SW 1/4, Section 24, T5N, R16W, Park Township, Ottawa County, Michigan, described as: BEGINNING at a point on the South line of said SW 1/4, which is S89 degree 34'35"W 820.71 feet from the S1/4 corner of Section 24; thence S89 degree 34'35"W 191-11 feet along said South Line; thence N45 degree 00'00"W 420.08 feet; thence N24 degree 15'14"W 70.58 feet; thence N45 degree 00'00"W 160.00 feet to Reference Point "E"; thence N45 degree 00'00"W 30 feet more or less to the waters edge of Bay Meadow Lake No. 3; thence meandering Northerly along said waters edge to its intersection with a line which bears N46 degree 37'00"W from Reference Point "A";

Reference Point "A" is located N45 degree 00'00"E 260.00 feet and N37 degree 11'37"E 94.50 feet and N 04 degree 03'00"W 818.23 feet and N42 degree 14'23"E 311.85 feet along an intermediate transverse line from above described Reference Point "E"; thence S46 degree 37'00"E 30 feet more or less along the Southerly line of Bay Meadows No. 2 (Liber 1445, Page 465) to Reference Point "A"; thence S46 degree 37'00"E 140.00 feet along said Southerly line; thence S23 degrees 23'22"E 71.82 feet along the Southerly line of Bay Meadows No. 1 (Liber 28, Pages 7-9); thence S 46 degree 37'00"E 120.11 feet along said Southwesterly line; thence S00 degree 44'34"E 1534.84 feet along West line of the East 50 Acres of the E 1/2 of said SW 1/4 of Section 24 to the place of beginning.

BAY MEADOWS NO. 2, part of the SW 1/4, Section 24, T5N, R16W, Park Township, Ottawa County, Michigan, described as: Commencing at the W 1/4 corner of Section 24; thence N89 degree 48'00"E 1817.73 feet along the E-W 1/4 line of Section 24; thence S00 degree 12'00"E 154.57 feet along the Westerly line of Bay Meadows No. 1 (Liber 28, Page 7-9); thence Southerly 92.78 feet along said Westerly line on a 277.00 foot radius curve to the left, the chord of which bears S09 degree 47'44"E 92.35 feet to the PLACE OF BEGINNING of this description; thence Southeasterly 13.58

feet along said Westerly line on said 277.00 foot radius curve to the left; the chord of which bears S20 degree 47'44"E 13.58 feet (delta = 02 degree 48'33"); thence S22 degree 12'51"E 283.32 feet; thence Southerly 305.62 feet on a 267.00 foot radius curve to the right, the chord of which bears S10 degree 35'30"W 289.21 Feet (delta = 65 degree 35'00"); thence S43 degree 23'00"W 230.00 feet along said Westerly line of Bay Meadows No. 1; thence N46 degree 37'00"W 140.00 feet to Reference Point "A"; thence N46 degree 37'00"W 30 feet more or less to the waters edge of Bay Meadow No. 3; thence meandering Northeasterly and westerly along said waters edge to its intersection with a line which bears S00 degree 46' 56"E from Reference Point "B";

Reference Point "B" is located N 45 degree 32'40"E 333.60 feet and N86 degree 55'00"E 80.93 feet and N03 degree 05'00"W 50.00 feet and N69 degree 32'53"W 187.80 feet and S56 degree 00'00"W 78.39 feet and N62 degree 00'00"W 105.77 feet and S45 degree 51'00"W 62.21 feet and S13 degree 50'41"W 136.79 feet and S89 degree 13'04"W 375.00 feet along an intermediate traverse line from above described Reference Point "A"; thence N00 degree 46'56"W 20 feet more or less to Reference Point "B"; thence N00 degree 46'56"W 130.00 feet; thence N39 degree 01'24"E 85.91 feet; thence N00 degree 46'56"W 130.00 feet to Reference Point "C"; thence N00 degree 46'56"W 30 feet more or less to the waters edge of Bay Meadows Lake No. 2; thence meandering Easterly along said waters edge to its intersection with a line which bears N33 degree 44'28"W from Reference Point "D";

(Reference Point "D" is located N89 degree 13'04"E 130.00 feet and S68 degree 20'45"E 194.15 feet along an intermediate traverse line from above described

Reference Point "C"); thence S33 degree 44'28"E 20 feet more or less to reference Point "D"; thence S33 degree 44'28"E 25.00 feet, thence Northeasterly 90.37 feet on a 217.00 foot radius curve to the left, the chord of which bears N44 degree 19'45"E 89.71 feet (delta = 23 degree 51'35"); thence Northeasterly 174.85 feet on a 283.00 foot radius curve to the right, the chord of which bears N50 degree 05'58"E 172.09 feet (delta = 35 degree 24'02"); thence N67 degree 48'00"E 110.03 feet to the place of beginning.

EXHIBIT A

LIBER 1529 PAGE 839

BAY MEADOWS NO. IV

(LEGAL DESCRIPTION)

That part of the SW 1/4, Section 24, T5N, R16W, Park Township, Ottawa County, Michigan described as: Commencing at the S 1/4 corner of Section 24; thence S 89 degree 34'35"W 1011.82 feet along the South line of said SW 1/4 to the SW corner of Lot 64, Bay Meadows No. 3 (Liber 29 of Plats, Page 35 & 36) and the PLACE OF BEGINNING of this description; thence S89 degree 34'35"W 972.16 feet along the South line of said SW 1/4; thence N00 degree 55'34"W 1235.16 feet along the West line of the E 1/2 of the W 1/2 of said SW 1/4; thence S86 degree 00'00"E 220.39 feet; thence S53 degree 58'42"E 75.78 feet; thence S82 degree 00'00"E 140.00 feet to Reference Point "F"; thence S82 degree 00'00"E 45 feet more or less to the proposed waters edge of Bay Meadows Lake No. 3; thence meandering Southerly and Easterly along said waters edge to its intersection with a line which bears N45 degree 00'00"W from Reference Point "E"

(Reference Point "E" is located S11 degree 21'30"W 389.70 feet and S02 degree 38'46"E 253.96 feet and S20 degree 17'42"E 100.61 feet and S76 degree 19'00"E 88.58 feet and N45 degree 00'00"E 109.20 feet from above described Reference Point "F"); thence S45 degree 00'00"E 60 feet more or less to Reference Point "E" and thence S45 degree 00'00"E 160.00 feet and S24 degree 15'14"E 70.58 feet and S45 degree 00'00"E 420.08 feet along the Southwesterly line of Bay Meadows No. 3 to the Place of beginning.

EXHIBIT A

LIBER 1732 PAGE 406

BAY MEADOWS NO. 5

(LEGAL DESCRIPTION)

That part of the SW 1/4, Section 24, T5N, R16W, Park Township, Ottawa County, Michigan, described as: BEGINNING at a point on the E-W 1/4 line of Section 24, which is N 89 degree, 48'00"E 66.18 feet from the W 1/4 corner of Section 24; thence N89 degree 48'00"E 1153.55 feet along said E-W 1/4 line; thence S00 degree 12'00"E 154.57 feet along the Westerly line of Bay Meadows (Liber 28 of Plats, Pages 7-9); thence Southerly 92.70 feet along said Westerly line on a 277.00 foot radius curve to the left, the chord of which bears S09 degree 47'44"E 92.35 feet (delta = 19 degree 11'27"); Thence S57 degree 49'00"W 59.74 feet along the Northerly line of Bay Circle Drive as platted in Bay Meadows No. 2 (Liber 39 of Plats, Pages 31-32); thence N degree 12'88"W 168.00 feet; thence S degree 49' "W 360.00 feet to Reference Point "G"; thence S00 degree 12'00"E 43 feet more or less to the waters edge of Bay Meadows Lake No. 2; thence meandering Westerly and Southerly along said waters edge to its intersection with a line which bears degree 40'5 "W from Reference Point "G"

(Reference Point "G" is located S 98 degree 48'00"W 379.0 feet and S24 degree 16'20"E 250.35 feet and S 6 degree 35'58"E 81.69 feet along an intermediate traverse line from above described Reference Point " "); thence S00 degree 46'56"E 26 feet more or less along the West line of Lot 43, Bay Meadows No. 2 to Reference Point "C"; thence S00 degree 46'56"E 130.00 feet along said West line; thence S39 degree 01'24"W 85.91 feet along the Westerly line of Bay Meadows No. 2; thence S00 degree 46'56"E 130.00 feet along said Westerly line to Reference Point "B "; thence S00 degree 46'56"E along said Westerly line 52 feet more or less to the waters edge to its intersection with a line which bears S degree '09"E from Reference Point "F"

(Reference Point "F" is located S 62 degree 55'10"W 91.49 feet and S 12 degree 46'20"W 249.16 feet and S11 degree 18'16"E 378.76 feet and S02 degree 30'31"E 194.51 feet along an intermediate traverse line from above described Reference Point "B"); thence N 82 degree 00'09"W along the Northerly line of Bay Meadows No. 4 (Liber 22 of Plats, Pages 85-86) 45 feet more or less to Reference Point "F"; thence N82 degree 00'00"W 140.00 feet along said Northerly line; thence N85 degree 00'00"W feet along said Northerly line; thence N00 degree 55'34"W 1424.91 feet along the West line of the E 1/2, W 1/2, SW 1/4, Section 24 to the place of beginning.