



**LAKE BELLA VISTA IMPROVEMENT
ASSOCIATION**

PROPERTY OWNER'S PACKET

"Luxurious Living in a Recreational Setting"

LUXURIOUS LIVING IN A RECREATIONAL SETTING



LAKE BELLA VISTA IMPROVEMENT ASSOCIATION

6411 BELLA VISTA DRIVE * ROCKFORD, MICHIGAN 49341 * 616-874-6777

Dear Homeowner,

On behalf of the Lake Bella Vista Board of Directors, Association Staff, and Residents, we would like to welcome you to Lake Bella Vista. We are confident that you will find this Community a fine place to live due to its recreational setting in a country atmosphere and its close proximity to the cities of Rockford and Grand Rapids.

This property owner's package consists of the Declaration of Covenants, Conditions, and Deed Restrictions, including Amendments, and Articles of Incorporation for Lake Bella Vista, our bylaws and our water rates and regulations. We have included general information regarding the L.B.V. Community. Please take a moment to read through this material and pay special attention to the Architectural Controls enforced by the Lake Bella Vista Board of Directors.

If you have any questions, please feel free to stop by the Association office, located at 6411 Bella Vista Drive, or call us at 874-6777, Monday through Friday. Our office hours are from 9:00 AM to 12:00 Noon and 1:00 PM to 4:00 PM.

Sincerely,

*Ron Sosnowski
Community Manager*

THE MANAGEMENT OF LAKE BELLA VISTA

Lake Bella Vista Improvement Association is a non-profit corporation formed in 1972 solely to provide for the maintenance, preservation, and architectural control of all the lands and waters within the boundaries of Lake Bella Vista and to provide for the health, safety, and welfare of the residents within its boundaries.

The Association is managed on a daily basis by a Community Manager and staff who work under the direction of the Lake Bella Vista Board of Directors.

The Board of Directors consists of nine (9) elected members of the Community. Every year three (3) positions on the Board of Directors are elected by the voting units of the Community. The Board of Directors meets once a month, with the Annual Membership Meeting being held in November of each year, which is dictated by the Covenants, Articles of Incorporation, and Bylaws of the Association. The responsibilities of the Board of Directors are many and are delegated to the Community Manager and staff. Some of the responsibilities include the maintenance and improvements to the many Parks, maintaining the levels of both lakes and the quality of the Lakes for recreational use. The Board of Directors, through the Architectural Control Committee, control, as specified by the Covenants and Conditions, all architectural aspects of the Community.

Also, one of the major responsibilities is the operation and maintenance of the Community Water System, which is operated and maintained by a State of Michigan licensed Water Operator. Currently, the water system consists of three (3) production wells, capable of pumping 3.2 million gallons of water each day, several miles of water mains, a three hundred thousand gallon water storage tank, and many fire hydrants.

The intent and purpose of all aspects of governing, control, and maintenance of the Community, is to protect and preserve the property values of all residential, multi-family, and commercial units of the Community.

The water quality is monitored and tested on a regular basis as required by the Federal Safe Drinking Water Act 399 of 1976, including amendments to the same.

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1. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

(Pages 9-15)

The covenants, conditions, and restrictions affecting properties within the Lake Bella Vista corporate boundaries are contained in the Declaration. This Declaration has been recorded in the office of the Register of Deeds for Kent County. This Declaration has been adopted specifically pursuant to a common plan for the protection of all property owners and is enforceable by the Association referred to therein and/or any property owner within the development.

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Article IV:	Covenant for Maintenance Assessments	Pg 12
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2. ADDITIONAL COVENANTS, CONDITIONS, AND RESTRICTIONS

(Pages 17-23)

These covenants, conditions, and restrictions cover all properties and/or lots in recorded Plats 9, 10, 11, 12, 13, 14, 15, 16 and are in addition to the original covenants, conditions, and restrictions as stated in Section I.

3. AMENDMENTS TO THE COVENANTS, CONDITIONS, & RESTRICTIONS

(Pages 25-27)

There are five (5) amendments to the Covenants, Conditions, and Restrictions that were approved by the Membership and have been recorded in the office of the Register of Deeds for Kent County on December 21, 1998. These amendments apply to all properties and/or lots within the boundaries of Lake Bella Vista.

4. ARTICLES OF INCORPORATION (Pages 29-32)

The Lake Bella Vista Improvement Association was incorporated as a non-profit corporation in 1972.

7. MISCELLANEOUS RULES & GUIDELINES (Pages 49-56)

The following rules and guidelines represent policies that have been adopted by Resolution by the Board of Directors in reference to the Covenants, Conditions and Restrictions.

- I: Architectural Rules & Guidelines Pertaining to Structures
- II: Dock Rules and Guidelines
- III: Quiet Time
- IV: Fishing in Channel Narrows
- V: Boat Launch, Launch Keys, & Boat Stickers
- VI: Boat & Trailer Storage
- VII: Green Areas Rules & Regulations
- VIII: State of Michigan Boating Rules
- IX: Dos & Don'ts of Lake Management
- X: Miscellaneous
- XI: Dates to Remember

8. MAP OF LAKE BELLA VISTA (Pages 57-59)

The map in Section VIII shows the layout of the Community that includes all the private Common Areas, both lakes, boat launch, dam, and the streets and their names.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by CANNON DEVELOPMENT CORP., a Michigan Corporation of 2020 Newark, S.E., Grand Rapids, Michigan 49507, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Section 8 and 9, T8N, R10W, Cannon Township Kent County, Michigan, which is bounded by Highway M-44, Blakely Road, Nine Mile Road and Myers Lake Road.

NOW, THEREFORE, Declarant hereby declares that all of the properties owned by it within the area described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1.

DEFINITIONS

Section 1. "Association" shall mean and refer to Lake Bella Vista Improvement Association, a non-profit Corporation organized under the provision of Act 327 of Public Acts of 1931, as amended, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner or Land Contract Purchaser, whether one or more persons or entities, of the fee simple title to any lot, living unit or commercial site, which is a part of Properties, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property owned by Declarant bounded by the four (4) roads hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Areas to be owned by the Association at the time of the conveyance of the first lot are described as common areas designated as such and lettered "A" through "G" on the plats of Bella Vista Shores No.1, Bella Vista Shores No.2, Bella Vista Gardens No. 1, and Bella Vista Gardens No.2, according to the recorded plat thereof.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties as single-family residential, and in the case of multi-family zoned areas, "Lot" shall mean Living Unit, and in Commercially Zoned areas "Lot" shall mean each commercial establishment with the exception of the Common Area.

Section 6. "Board of Directors" shall mean the Board of Directors of Lake Bella Vista Improvement Association.

Section 7. "Declarant" shall mean and refer to Cannon Development Corp., its successors and assigns.

ARTICLE IV.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and each Owner of any lot by acceptance of the deed or executing land contract as purchaser therefor, whether or not it shall be so expressed in such deed, is deemed to covenants and agrees to pay to the Association:

- (1) Annual assessments or charges, and
- (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the home and/or buildings situated upon the Properties, and maintenance of the water quantity, quality and of the dam.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be Thirty-Six (\$36.00) dollars per lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by a proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, *provided that* any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

2. Each single level dwelling shall contain at least 1,100 square feet floor area, exclusive of porches, garages and breeze-ways, and each bi-level or tri-level (two-story) dwelling shall contain at least 1,500 square feet of floor area exclusive of garages, porches and breeze-ways.
3. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than four (4) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

B. Regulations Applicable to all Properties.

Flood Plain Regulations:

1. All dwellings constructed shall meet the following requirements:
 - a) Lower floors, excluding basements, shall be a minimum of one (1) foot higher than the elevation of the flood plain contour.
 - b) Openings into the basement shall not be lower than the elevation of the flood plain contour.
 - c) Basement walls and floors below the elevation of the flood plain contour shall be watertight and reinforced to withstand hydrostatic pressures from a water level equal to the elevation of the flood plain contour.

General Regulations

2. All soil to be removed from building sites, either in grading or excavating, shall, if desired by it, become the property of the Declarant and when removed shall be dumped by any person so removing said soil and at his expense at such place or places upon the properties as Declarant shall designate.
3. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats.
4. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. In the event an owner of any lot in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.
5. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding other than garage, shall be placed on any lot at any time for any purpose whatever whether temporarily or permanently. Construction once commenced shall be completed ready for occupancy for the purpose for which constructed within 15 months after the date of the commencement of construction.
6. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
7. All driveways, driveway approaches, and off street parking areas shall be surfaced with an asphalt, bituminous, or portland cement binder pavement.
8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.
9. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and no planting requiring fertilization to be within five feet of water's edge to prevent fertilizer and other nutrients from entering the lake.
10. No shed, storage building, trailer or similar item, shall be placed on any lot, nor may any trailers, boats, motorhomes, or similar items be stored on any lot except within a completely enclosed building, and no boats, trailers, motorhomes or similar vehicles shall be stored between the street and the front set-back line.

SECTION II



ADDITIONAL COVENANTS, CONDITIONS, AND RESTRICTIONS

1. DEFINITIONS

Smaller Lake - The lake commonly referred to as "*North Lake Bella Vista*" and located on the real property mentioned above.

Declarant - The undersigned who are the present owners of the restricted properties.

Lake Bella Vista Improvement Association - A non-profit corporation organized under Michigan law referred to in the recorded Declaration of Covenants, Conditions and Restrictions, its successors and assigns.

Owner - Shall mean and refer to the record owner or land contract purchaser, whether one or more persons or entities, of the fee simple title to any lot, parcel or living unit within or carved from the restricted properties.

2. COVERAGE - The restrictions, covenants, charges and easements contained in this Declaration of Deed Restrictions shall cover and bind the real property legally described above.

3. NO MOTORIZED WATERCRAFT - No boats, jet skis, hovercraft or watercraft with engines, motors or mechanized propulsion systems (other than sail or foot-pedal) shall be used, placed or maintained on, in or about the waters or shore of the Smaller Lake.

This restriction shall not prohibit the occasional use of emergency, law enforcement or lake maintenance (if approved by the Lake Bella Vista Improvement Association) boats or watercraft with engine, motor or mechanical propulsion systems.

4. NO DOCKS OR STRUCTURES - No docks over fifteen (15) feet in length, rafts, floats, platforms, fixtures, diving boards, ramps, structures or fixtures shall be installed, maintained or placed on, in or about the waters or bottomlands of the smaller lake without the prior written consent of the Lake Bella Vista Improvement Association Board of Directors.

5. SUPPLEMENT THE EXISTING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - The restrictions, easements and covenants contained in this Declaration of Deed Restrictions shall be in addition to and shall supplement the existing Declaration of Covenants, Conditions and Restrictions and Declaration of Restrictions covering the property. No deed restriction, covenant or easement mentioned in this Declaration of Deed Restrictions (or amendment thereto) shall displace, cancel or negate any restriction, covenant, easement or charge contained in the existing Declaration of Covenants, Conditions and Restrictions (and future amendments). If any restriction, covenant or easement contained in this Declaration of Deed Restrictions is more restrictive than a corresponding item contained in the existing Declaration of Covenants, Conditions and Restrictions, the property owner shall be required to comply with the more restrictive requirement.

6. ENFORCEMENT - The Lake Bella Vista Improvement Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration of Deed Restrictions and amendments thereto. Failure by the Lake Bella Vista Improvement Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7. SEVERABILITY - Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

8. RESTRICTIONS TO RUN WITH THE LAND - All restrictions, covenants, charges and easements contained in this Declaration of Deed Restrictions, as recorded, touch and concern the land and also run with the land. Such restrictions, covenants, charges and easements shall also bind, and also inure to the benefit of, all Owners and all Owners' successors, assigns, transferees, mortgagees, creditors, purchasers, vendees, heirs and devisees.

1. DEFINITIONS.

Lake Bella Vista - The body of water located in Cannon Township, Kent County, Michigan, which is commonly known as Lake Bella Vista, as well as its waters and bottomlands.

Owner - Shall mean and refer to the record owner or land contract purchaser, whether one or more persons or entities, of the fee simple title to any lot, parcel or living unit within or carved from the covered properties.

Declarant - The undersigned who are the present owners of the covered properties.

Smaller Lake - The body of water located in Section 8 of Cannon Township, Kent County, Michigan, located adjacent to and North of Lake Bella Vista and commonly known as "*North Lake Bella Vista*".

Lake Bella Vista Improvement Association - A non-profit corporation organized under Michigan law referred to in the recorded Declaration of Covenants, Conditions and Restrictions, its successors and assigns.

2. EXISTING DEED RESTRICTIONS - The above described real property shall be held, sold and conveyed fully subject to the Declaration of Covenants, Conditions and Restrictions dated February 10, 1973, and recorded with the Kent County Register of Deeds at Liber 2151, page 645 through Liber 2151, page 661, inclusive (including all amendments and additions thereto). Furthermore, the easements, restrictions, charges and covenants contained in the Declaration of Covenants, Conditions and Restrictions shall continue to run with the real property described above and shall be fully binding upon, and inure to the benefit of, all persons or parties having any right, title or interest in the above-described properties or any part thereof, as well as their heirs, successors, assigns, transferees and creditors.

3. ADDITIONAL DEED RESTRICTIONS - The following restrictions, easements and covenants shall be in addition to and shall supplement the existing Declaration of Covenants, Conditions and Restrictions. No deed restriction, covenant or easement hereinafter mentioned (or amendments thereof) shall displace, cancel or negate any restriction, covenant, easement or charge contained in the existing Declaration of Covenants, Conditions and Restrictions. If any restriction, covenant or easement contained in this Declaration of Restrictions is more restrictive than a corresponding item contained in the existing Declaration of Covenants, Conditions and Restrictions (dated February 10, 1973), the property owner shall be required to comply with the more restrictive requirement.

4. AMENDMENT; DURATION - The covenants and restrictions of this Declaration of Restrictions shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration of Restrictions is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration of Restrictions shall not be amended until at least one hundred (100) platted lots within the covered properties have been sold to third party individual purchasers other than the Declarant or its agents. Thereafter, this Declaration of Restrictions may be amended only by the recording of an instrument signed by the owners of at least sixty percent (60%) of the then existing lots within the covered properties (excluding the lots owned by Declarant or its agents). No amendment of this Declaration of Restrictions shall become effective which conflicts with any restriction or provision of the Declaration of Covenants, Conditions and Restrictions mentioned above (or amendment thereof) or which seeks to amend any restriction or provision contained in such Declaration of Covenants, Conditions and Restrictions (or amendment thereof). Until January 1, 2000, no amendment to this Declaration of Restrictions can make any portion of this Declaration of Restrictions more restrictive of property rights unless consented to by Developer in writing. After January 1, 2000, this Declaration of Restrictions can be so amended without the consent of the Developer.

5. No easement, real property with frontage on Lake Bella Vista, interest in real property, license or contract shall ever be granted, given, transferred, dedicated, sold or assigned which would enable the general public or any governmental unit or agency (other than occasional access by law enforcement or emergency assistance personnel) to have access to the waters of Lake Bella Vista

16. RESTRICTIONS TO RUN WITH THE LAND - All restrictions, covenants, charges and easements contained in this Declaration of Restrictions, as recorded, touch and concern the land and also run with the land. Such restrictions, covenants, charges and easements shall also bind, and also inure to the benefit of, all Owners and all Owners' successors, assigns, transferees, mortgagees, creditors, purchasers, vendees, heirs and devisees.

17. WAIVER - No waiver of any breach of any of the covenants, charges, restrictions, or agreements herein contained shall be construed to be a waiver of any other breach of the same, or of any other covenants, charges, restrictions or agreements. Nor shall failure to enforce any one of such restrictions, covenants or charges, either by forfeiture or otherwise, be construed as a waiver of any other restriction, covenant or charge.

18. MICHIGAN LAW GOVERNS - The laws of the State of Michigan shall govern the interpretation and enforcement of this Declaration of Restrictions.

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Amendment is executed on the date mentioned below by the below-signed person(s), who own property within the Lake Bella Development in Cannon Township, Kent County, Michigan.

WITNESSETH:

WHEREAS, a comprehensive set of deed restrictions and covenants entitled "Declaration of Covenants, Conditions and Restrictions" ("Declaration") binds the properties comprising the Lake Bella Vista Development. Such Declaration is recorded beginning at Liber 2151, P 645, Kent County Register of Deeds Records; and

WHEREAS, Article VI, Section 5 of the declaration permits the Declaration to be amended at this time by an instrument signed by less than seventy-five percent (75%) of the lot owners; and

WHEREAS, the undersigned persons desire to amend the Declaration as provided below and agree that the existing Declaration, as amended herein, shall permanently remain in full force and effect.

NOW, THEREFORE, the below-signed person(s) agree as follows:

A. A new and additional Section 11 is hereby added to Article IV of the Declaration as follows:

Section 11. Water Bills and Related Items. If any Owner does not pay a water bill, hook-up charge, interest or other costs, fees or assessments required by the Lake Bella Vista water system (or its successor) by the required due date, the Association or the Lake Bella Vista water system (or its successor) may record a lien for the lot involved and may bring action at law against the Owner personally obligated to pay the same or foreclose the lien against the property as provided in this Article IV and Article VI, Section 3.

B. Existing Article IV, Section 6 of the Declaration is hereby amended to read in full as follows:

Section 6 Uniform Rate of Assessment; Due Dates. Both annual and special assessments shall be fixed at a uniform rate for all lots. Annual assessments and special assessments shall be paid on the due dates established by the Board of Directors. Additionally, the Board of Directors shall have discretion to require that all assessments be paid on an annual, bi-annual, quarterly, or monthly basis.

C. A new and additional Section 11 is hereby added to Article IV of the Declaration as follows:

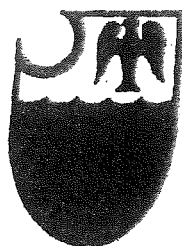
Section 3. Every member of the board of directors of the Association shall reside within the boundaries of the Lake Bella Vista Development at all times when such person is a member of the Board of Directors.

D. The Declaration is hereby amended to add the following:

An approximately 8-acre parcel is located in the north part of the Lake Bella Vista Development and is legally described on Exhibit A as attached hereto ("Eight $\pm$ Acre Parcel"). Not more than four (4) parcels, lots or site condominium units shall ever be created out of the Eight $\pm$ Acre Parcel and each parcel and lot shall be not less than 1.5 acres in size. Furthermore, no more than four (4) single family houses in total shall ever be built, constructed or maintained upon the Acreage Parcel. Additionally and notwithstanding Article V, Section B, Subsections 11 and 12 hereof, any house located on the Acreage Parcel may utilize a private well and private septic system and shall not be required to utilize the Lake Bella Vista water system unless the owner of the house thereon desires to connect to the Lake Bella Vista water system and pays the cost for the same. In all other respects, the Eight Acre Parcel shall remain fully bound by the Declaration, as amended.

SECTION IV

ARTICLES OF INCORPORATION



ARTICLE VI.

The names and places of residence or business of the Incorporators are as follows:

WILLIAM VELTING	2020 Newark, S.E., Grand Rapids, MI 49507
JAMES VELTING	2020 Newark, S.E., Grand Rapids, MI 49507
CLARENCE P. BEFUS	2020 Newark, S.E., Grand Rapids, MI 49507

ARTICLE VII.

The affairs of this Association shall be managed by the Board of nine (9) directors, who need not be members of the Association. The number of directors may be changed by amendment of the by-laws of the Association.

At the first annual meeting the members shall elect three (3) directors for a term of one (1) year, three (3) directors for a term of two (2) years and three (3) directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect three (3) directors for a term of three (3) years.

ARTICLE VIII.

The corporate existence shall be perpetual.

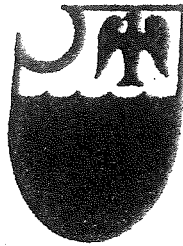
ARTICLE IX.

The Corporation shall have the power to:

- a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "*Declaration*", applicable to the property and recorded or to be recorded in the Office of the Kent County Register of Deeds and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association, including the operation of a community water system.
- d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;
- f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and common areas, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of

SECTION V

BYLAWS



Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by a majority of the Board of Directors, or upon the written request of one-fourth (1/4) of all of the members who are entitled to vote.

Section 3. Notices of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat addressed to the member's address last known to the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-sixth (1/6) of the vote of the total membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Absentee ballots may also be counted towards a quorum for a meeting, but only if the meeting is called solely for the purpose of voting on the matter covered by the absentee ballot(s).

Section 5. Proxies and Absentee Ballots. At all meetings of members, each member may vote in person, by absentee ballot or by proxy as follows:

- (a) **Proxies** - A "proxy," for purposes of these by-laws, shall be a writing which authorizes another member to vote on behalf of the member who is giving the proxy. All proxies shall be in writing and filed with the Secretary. A proxy shall be signed by the member giving the proxy and shall list the date on which it commences. No proxy shall be valid for longer than sixty (60) days, provided, however, that the member giving the proxy may indicate on the proxy that it is valid for a shorter period of time. Every proxy shall be revocable upon the filing of a written notice with the Association by the member who gave the proxy stating that the proxy is revoked. A proxy shall automatically be revoked upon conveyance by the member of his or her Lot. No proxy shall be valid unless it shall be in proper form approved by the Board of Directors and has been filed with the Association at least 48 hours prior to the meeting at which it will be utilized.
- (b) **Absentee Ballots** - For purposes of these By-laws, an absentee ballot shall be a writing whereby a member votes on a particular issue or for member(s) of the Board of Directors by executing and filing the absentee ballot ahead of time and in accordance with the applicable rules and regulations. All absentee ballots shall be in writing and filed with the Secretary. An absentee ballot shall be valid for only one (1) meeting. Once a valid absentee ballot is filed with the Secretary, it shall not be revocable except due to a transfer or conveyance of the Lot involved. An absentee ballot shall automatically be revoked if the member conveys his or her Lot before the meeting involved. No absentee ballot shall be valid unless it shall be in proper form approved by the Board of Directors and it has been filed with the Association at least 12 hours prior to the meeting at which it will be utilized.
- (c) No member who has filed or cast an absentee ballot may authorize a proxy for the same vote. If there is a conflict between an absentee ballot and a proxy for a given vote, the absentee ballot shall govern.
- (d) The Board of Directors shall be empowered to adopt reasonable rules and regulations regarding the form of the proxies and absentee ballots, as well as the procedures for their utilization. If a conflict or ambiguity arises regarding the use of a proxy or absentee ballot, the Board of Directors shall be the final judge.
- (e) Proxies and absentee ballots shall count towards a quorum of members as provided in Article III, Section 4 hereof.

Section 6. - Member Votes. Each Lot shall be entitled to only one (1) vote on all matters wherein members are permitted to vote. All owners of a Lot shall constitute one member for purposes of voting hereunder.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. No director shall vote on a matter for which he or she has a conflict of interest or a direct financial interest in the outcome.

Section 4. Vacancies. A vacancy on the Board of Directors may be filled for the remainder of the term by a majority vote of the remaining directors.

Section 5. Meetings by Teleconference. A director may attend and participate in a meeting of directors via a conference telephone or similar communications equipment by which all persons participating in the meeting may hear each other, provided that all participants are advised of the communications equipment and the name of the participants in the conference are divulged to all participants. Such participation by a director in a meeting shall constitute presence in person at the meeting.

Article VII - Powers and Duties of the Board of Directors

Section 1. Powers. The Board of Directors shall have the power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, the water system facilities, Lake Bella Vista and North Lake Bella Vista, the personal conduct of the members and their guests thereon (regarding the lakes, Common Area and facilities), and to establish penalties (including fines) for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities or Common Areas of a member during any period in which such member is in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (e) employ a manager, an independent contractor, attorney, accountant or such other employees or agents as they deem necessary, and to prescribe their duties; and
- (f) enforce the Declaration and rules or regulations adopted by the Board of Directors.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

- (a) **PRESIDENT.** The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments. The President shall only vote as a director in case of a tie.
- (b) **VICE-PRESIDENT.** The vice-president shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of his or her by the Board.
- (c) **SECRETARY.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board. The Board may authorize a person other than the Secretary to take minutes, serve notices and keep records, but the Secretary shall oversee such functions.
- (d) **TREASURER.** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks (except as otherwise provided herein) and promissory notes of the Association; keep proper books of account; cause an annual review or audit (which type shall be at the discretion of the Board of Directors) of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures which shall be made available for inspection by the membership at its regular annual meeting. The Board may authorize persons other than the Treasurer to sign Association checks so long as (a) those individuals are directors or employees of the Association, and (b) the expenditure is authorized by the Board of Directors.

Article IX - Committees

The Board of Directors may appoint an Architectural Control Committee, as provided in the Declaration, and shall appoint a Nominating Committee, as provided in these By-laws. In addition, the President, with the consent of the Board of Directors, may appoint other committees as deemed appropriate in carrying out the purpose of the By-laws and the Declaration. Duties for committees other than the Architectural Control Committee shall be assigned by the Board of Directors by resolution. Any member of any committee may be removed from the committee, with or without cause, by a vote of the majority of the directors.

Article X - Books and Records

The Declaration, Articles of Incorporation, By-laws and minutes of Directors, and Members meetings shall be available for inspection by any member at the principal office of the Association during reasonable business hours. The other books, records and documents of the Association shall be available, during reasonable business hours, for inspection upon written request of any member with proof of a proper purpose. Notwithstanding the preceding, certain books, records and documents may be withheld from inspection if a proper purpose (as required by the Michigan Nonprofit Corporation Act, as amended) is not shown or if the Board of Directors determines that the release of the document would involve a privileged communication from legal counsel or an employment record. The Association may charge a reasonable fee for copies of any document.

Article XVI - Common Areas

Pursuant to Article II, Section 2 of the Declaration, the right of an owner to delegate his or her right of enjoyment to the Common Areas and facilities shall be limited as follows. An owner need not be present when members of his or her immediate family use the Common Areas and facilities. For purposes of this Article, the phrase "members of an owner's immediate family" shall include only the owner's spouse, children and up to two (2) additional persons who reside with the owner on the Lot. Except for members of the owner's immediate family, no other person shall be present at or use a Common Area or facilities unless the owner (or member of the Owner's immediate family) is present at all times. No boats or watercraft shall be utilized on or at Lake Bella Vista, North Lake Bella Vista, any Common Area or the boat launch unless it is owned by and is registered to the owner. No one other than members of the owner's immediate family shall so utilize any boat or watercraft unless the owner (or a member of the owner's immediate family) is present on the boat or watercraft. These rules shall also apply to tenants and land contract purchasers who reside on the Lot involved. For purposes of this Article, a tenant and land contract purchaser shall have the same rights of usage as an "owner" so long as not more than one tenant or land contract purchaser (and a spouse) is involved per Lot. Where a tenant or land contract purchaser is involved, the actual owner of the Lot shall have no right of usage as long as the tenant or land contract purchaser is in possession of the Lot involved. Where a property in a commercially-zoned area is involved, the owner of the Lot in the commercially-zoned area shall have the same rights as an "owner" as mentioned above, except that Lake Bella Vista, North Lake Bella Vista, Common Areas and facilities thereon shall not be used for commercial purposes or for the general public, even if the owner is present. Where a tenant or land contract purchaser is involved with a Lot located in a commercially-zoned area, the actual owner of the Lot shall have no right of usage as long as the tenant or land contract purchaser is in possession of the Lot involved.

LAKE BELLA VISTA IMPROVEMENT ASSOCIATION WATER AUTHORITY REGULATIONS

I. DEFINITIONS:

OPERATOR - Shall mean the Lake Bella Vista Improvement Association Water Authority or its successors and assigns.

CUSTOMER - Shall mean the owner of property or lot serviced by the water system.

METER SETTING - Shall mean the water meter and connection to same.

DOMESTIC USE - The use of water in connection with normal household activities only.

NON-DOMESTIC USE - All uses other than Domestic use.

SERVICE LINES - That portion of the water line within the Owner's lot.

LATERAL - The pipe or line that connects the distribution line to the customer's lot.

DISTRIBUTION LINE OR MAIN - A main line or trunk owned by the Operator to supply water from the well site and/or storage tank to the various areas of the subdivision.

PRIME USER - A person, firm, or corporation shall be deemed a prime user as of the time when a dwelling or other structure has been constructed on a lot.

M.D.E.Q. - Michigan Department of Environmental Quality, a State government agency who regulates the operations and water quality testing of public and private water systems.

II. CONTRACTS FOR WATER SERVICE:

1. All applications for water service must be made on forms provided by the Operator. Upon acceptance by the Operator, the application shall become a contract between the applicant, afterward known as the Customer, and the Operator, obligating the Customer to pay for the water service and obligating both parties to abide by all the terms and provisions of these regulations. A separate contract for water service may be required for each family unit and/or commercial unit. Each application must be signed by the owner of the premises to be supplied.
2. The Operator shall be notified of any changes of ownership and of any change of tenancy involving a customer's premises. Such notice to contain the date such change is to become effective.
3. At such time as the Operator is notified of a change in tenancy or ownership, whether such notice is given by the old customer or otherwise, the Operator shall make a final meter reading and shall render a final account billing. The customer in whose name the service or account stands at the time such final bill is rendered shall be liable for said final bill. Upon rendering of the final bill, the service contract shall be terminated and the service discontinued. Service to the premises, for the same owner or occupant, will not be restored until the final bill is paid.
4. In cases of temporary service, where water service is desired for special purposes, the Operator, shall estimate the cost thereof and the amount estimated shall be deposited by the Customer. After such service is made available, the Operator shall compute the actual cost for same. Any excess of the amount deposited over actual cost shall be returned to the customer and the excess of actual cost over the amount deposited shall be paid by the customer upon receipt of the bill from the Operator.

3. The net quarterly bill for water service to Customers shall include the amount of the quarterly consumption charges including a ready to serve charge.
4. Under normal conditions, meters will be read quarterly. These quarterly periods shall commence on the first day of January, April, July and October on each year. The quarterly billing shall be due and payable on the due date as shown on the bill. A late payment charge in the amount of eighteen percent APR (18%) of the billing shall be charged on all bills paid after the due date. Bills unpaid after the due date, for water used during the period billed, shall subject the Customer to discontinuance of service. Notice of past due bills will be mailed to customers and water may be shut off by the Operator upon giving the customer not less than fifteen (15) days written notice stating the reason for such discontinuance of service. Bills that are unpaid after the fifteen (15) days, are subject to an additional \$30.00 late fee. Service to water customers will be discontinued after a 48 hour notice is given after the fifteen day notice. When service to any premises is established on a date between such quarterly billing periods, the Customer shall be charged a pro rata amount of the ready to service charge including the water used.
5. When water service has been shut off due to delinquency of payment, the entire bill, plus an additional charge of twenty (\$20.00) dollars for reconnection must be paid before service will be restored.
6. A Customer requesting turn on and turn off will be subject to a fifteen (\$15.00) dollar charge per each request. Turn on is considered a separate request of turn off. This service will be performed only during normal hours except where an emergency requires otherwise.
7. A charge of twenty-five (\$25.00) dollars for each check having non-sufficient funds will be charged against the water customer.
8. Bills will be mailed or delivered to the Customer at the address of the premises serviced unless the Customer shall in writing, request that they be sent to some other address specified by him. The failure to receive a bill shall not relieve the Customer of the obligation to pay same when due. The bill for metered water service shall indicate the date of the meter reading and the quantity of water supplied and all bills shall indicate the last day as of which such bill is payable, the name and address of the Operator, and the name and telephone number for service calls.
9. When water service is to be permanently discontinued, the Customer shall so notify the Operator at the Operator's office. The meter shall then be read and the final bill computed and billed to the customer.
10. No rebates from rates will be allowed when water service is temporarily discontinued, at the customer's request or by the Operator for the purpose of making repairs, replacements, or extension or for equipment or electrical power supply failures.
11. Bills rendered upon termination of water service must be paid within fifteen (15) days from the date rendered. When not so paid, such bill shall be increased by the cost of collection, including attorney's fees and court costs reasonably incurred to effect collection.
12. If any owner does not pay a water bill, hookup charge, interest or other cost, fees, or assessments required by the Lake Bella Vista Water System (or its successor) by the required due date, the association or the Lake Bella Water System may record a lien for the lot involved and may bring at law against the owner personally obligated to pay the same or foreclose the lien against the property.
13. In the event a meter fails to properly register the quantity of water supplied during any month or other period of time, the Operator will estimate the quantity of water supplied during such period, having due regard to the use which the Customer made of water supplied to him during such period, and any other source of information and data permitted a reasonable conclusion as to the quantity of water not measured, and bill the Customer accordingly.

8. Operating control of all mains, service lines and meters is vested in and shall at all times remain with the Operator and shall not be trespassed on or interfered with in any manner,
9. All use of water for any purpose or upon any premises not stated in the application must be prevented by the Customer.
10. The Operator may discontinue all or any part of its service to any Customer for any of the following reasons:
 - (a) For use of water from any premises or purpose other than stated in the application.
 - (b) For misrepresentation in the application as to the premises to be supplied or the use to be made of water supplied or as to any other material fact,
 - (c) For tampering with or molesting any main, meter or other appliance under control of, or belonging to, the Operator.
 - (d) For continued vacancy of the premises.
 - (e) For non-payment, when due, or within the time permitted by these regulations, or any charges owed by the Customer to the Operator for water service or for improvements, changes or installments made or services performed by the Operator at the Customer's expense,
 - (f) For connecting the service line, or any line or pipe directly or indirectly connected therewith, with any other source of supply of water or with any apparatus which may, in the opinion of the operator endanger the quality of the Operator's water supply.
 - (g) For denial to the Operator of reasonable access to the premises for purposes of inspection,
 - (h) For any other violation of, or failure to comply with, the regulations of the Operator and any regulations set forth by the M.D.E.Q.
 - (i) For an improper installation of a service line, meter, or any of the appurtenances including improper materials,
11. If a Customer whose service has been discontinued for non-payment of bills or for violation of, or failure to comply with, the regulations of the Operator, desires a reconnection, such reconnection may be made only after the customer:
 - (a) Has paid all unpaid bills owing to the Operator.
 - (b) Has corrected any condition found objectionable under the regulations of the Operator.
 - (c) Has paid a reconnection fee of twenty (\$20) dollars.
12. Any employee or agent of the Operator whose duty requires him to enter upon private property, will, during reasonable hours, upon request, show his credentials and letter of authority.
13. Complaints with regard to the character of the service furnished or of the bills rendered, must be made at the Operator's office, in writing, and a record of such complaints will be kept by the Operator, giving the name and address of the complainant, the date, the nature of the complaint, and the action taken or decision made by the Operator with respect to it.
14. The Operator reserves the right at any time to alter, amend or add to these regulations, or to substitute other regulations. All such alterations, amendments and additions will be promptly brought to the attention of all customers.

I. Architectural Rules Pertaining to Permanent Structures

Before installing any one or combination of the following structures, the required permits must be applied for and approved prior to construction:

- A. Fences, Dog Runs, Satellite Dishes, Swingsets, or Any Permanent Structure**
LBV Architectural Control Committee & Possibly Cannon Township

- B. Seawalls**
LBV Architectural Control Committee, DNR, & Possibly Cannon Township

- C. Permanent Decks and Retaining Walls**
LBV Architectural Control Committee, Cannon Township

- D. Fill Sand and/or Beach Sand**
LBV Architectural Control Committee, Possibly DNR, Possibly Kent County Road Commission

- E. Additions to Existing Structures (Homes, Buildings, etc.)**
LBV Architectural Control Committee, Cannon Township

F. Miscellaneous

All property owners must be aware that no structures are to be built or placed upon their properties without first seeking approval from the Architectural Control Committee. Cannon Township ordinances do not permit the installation of permanent structures within the 35' front yard setback and the 25' rear yard setback, as well as 10' side yard setbacks. Cannon Township considers all properties that have lake frontage as the lakefront being the front yard and the road frontage being the rear yard.

II. Dock Rules & Guidelines

Pertains to lakefront property owners only: off-lake property owners are not permitted to place docks on either Lake Bella Vista or North Lake Bella Vista.

- ✦ Prior to installing a dock, you must submit a site plan showing size and location of the dock to the Architectural Control Committee for review and approval.
- ✦ No permanent docks will be allowed.
- ✦ There shall be no more than one dock per lot and that will not exceed 40 feet in length on Lake Bella Vista and 15 feet in length on North Lake Bella Vista.
- ✦ A minimum 10-foot side yard clearance shall be required for a dock storing one boat on a single site (distance between the dock and the lot line.)
- ✦ A minimum 20-foot side yard clearance shall be required for a dock storing two boats on a single site (distance between the dock and the lot line.)
- ✦ The Architectural Control Committee must approve all docks. They shall review each request to identify possible safety or navigational hazards before making a final approval or rejection.
- ✦ The Architectural Control Committee shall be authorized to restrict dock length, lengthen docks, or approve a variance in the case of extenuating circumstances and approve "L" and "T" dock arrangements provided neither safety nor navigation is jeopardized.
- ✦ No dock, deck, or boat hoist or other structure shall be constructed at the waterfront that will cause encroachment of watercraft or swimmers into adjacent property areas.

VIII. State of Michigan Boating Laws

The following represents only a portion of the State Boating Laws, found in a "A Guide to Safe Boating in Michigan," enforceable by the Marine Patrol of the Kent County Sheriff's Department. Lake Bella Vista is patrolled by the Marine Patrol approximately 40 hours per week from Memorial Day to Labor Day weekend.

1. Boats are to travel in a Counter Clockwise direction around the lake.
2. Operating hours are one hour prior to sunrise to one hour after sunset.
3. At least one observer, in addition to the driver, must be present in the boat while pulling skiers.
4. Boats must be equipped with not less than a 170-degree wide-angle rear-view mirror.
5. Skiing shall be in a counter-clockwise direction.
6. Maintain a distance of 100 ft. from any doc, raft, swimming area, or other boat, which is at anchor, except when proceeding at a slow, no-wake speed and except when engaged in picking up or dropping off water skiers.
7. Motor boats must yield to vessels under sail.
8. Motor boats must yield to vessels not propelled by sail or mechanical means
9. Boats less than 16 ft. and all canoes or kayaks must have a Type I, II, III, or IV Personal Flotation Device (PFD) aboard for each person. Boats 16 ft. in length or over must have Type I, II, or III PFD aboard for each person, and in addition, one throwable type IV PFD.
10. The Type I, II, III, and IV devices must carry the Coast Guard approval number, be in good serviceable condition, shall be ready at hand and not encased in plastic bags or other containers.
11. Fire extinguishers are required on all boats which are not of open construction and which will permit the entrapment of explosive gases or vapors.

For further information, please consult "A Safe Guide to Boating in Michigan" to ensure your safety and the safety of your fellow boaters. Remember, when boating use Common Sense and Courtesy.

IX. Dos and Don'ts of Lake Management

The key to the survival of our lakes is developing a long-term program for reducing nutrients entering the water. The below information is meant for all homeowners within Lake Bella Vista. Off-lake resident's habits will effect the lakes as much as on-lake residents, due to water run-off from yards into streets and into the storm sewers which all empty into both lakes. The following are suggestions that all property owners can do at little expense to curb nutrients entering our lakes.

- ✦ The use of greenbelts of natural vegetation between your lawn and the lake to filter run-off: plant varieties of shrubs, flowers, or trees that do not shed their foliage into the water.
- ✦ A program that uses a no-phosphorus fertilizer (the middle number in the formula ratio): one pound of phosphorus may produce over 10,000 pounds of wet weeds and algae.
- ✦ Use grass varieties with low-nutrient requirements.
- ✦ Perforate your lawn periodically
- ✦ Apply nitrogen fertilizer when the grass is actively growing to minimize loss of nutrients to nearby waters. Begin fertilizing in the Spring when temperatures are warm and discontinue before the grass ceases to grow in the Fall.
- ✦ Avoid application of fertilizer prior to rainy days.
- ✦ Remove fallen leaves and branches near the lakeshore.
- ✦ Remove aquatic weeds and other debris that washes up along the lakeshore so it will not decay near the lake.
- ✦ Remove dog droppings from lawns and deposit in trash containers. This also pertains to geese and duck droppings.
- ✦ Encourage the use of stone, brick, and similar pervious materials when building surface covers to minimize urban water collection.
- ✦ Disconnect downspouts from storm sewers or from directly entering the lake.
- ✦ Do not pour oil or other material down storm sewers. Do not hook up washing machines to storm sewers.
- ✦ Check on all activities occurring around the lake that are either causing erosion to the lake or is filling in the lake above the high water mark.
- ✦ Seed and mulch exposed soil to prevent erosion.
- ✦ Do not feed ducks, geese, or any other wildlife.
- ✦ Keep your street curb area clean of all debris. This debris is washed directly into the lake during a rain.
- ✦ Do not blow or wash down your grass clippings into the curb area as it will be washed into the lake during the next rain.

Remember: The quality of our lakes reflects upon the property values of both lakefront and off-lake lots.

XI. Dates to Remember

January

First Quarter Water Billing
Association Dues Billed
Sewer Bills Mailed
*LBV Board of Directors Meeting
*Architectural Control Meeting

February

Fall in Love with Rockford Days
*LBV Board of Directors Meeting
*Architectural Control Meeting

March

*LBV Board of Directors Meeting
*Architectural Control Meeting

April

Second Quarter Water Billing
Sewer Bills Mailed
Community Yard Waste Clean Up
Community Street Cleaning
*LBV Board of Directors Meeting
*Architectural Control Meeting

May

LBV Neighborhood Yard Sales
Community Large Household Item
Pick Up
Hydrant Flushing
Tulip Festival – Holland
*LBV Board of Directors Meeting
*Architectural Control Meeting

June

Rockford Start of Summer
Celebration
Grand Rapids Arts Festival
*LBV Board of Directors Meeting
*Architectural Control Meeting

*The LBVIA Board of Directors meetings are currently held on the 3rd Mon. of each month, except for December. The December meeting is sometimes cancelled due to the Holidays. It is suggested that if you wish to attend a Board meeting, that you call the office for verification of a scheduled Board meeting.

July

Third Quarter Water Billing
Sewer Bills Mailed
Summer Property Taxes Mailed
*LBV Board of Directors Meeting
*Architectural Control Meeting

August

Danish Festival - Greenville
*LBV Board of Directors Meeting
*Architectural Control Meeting

September

Harvest Festival – Rockford
Celebration on the Grand – G.R.
Fiscal Year End for LBV
*LBV Board of Directors Meeting
*Architectural Control Meeting

October

Fourth Quarter Water Billing
Sewer Bills Mailed
Red Flannel Days – Cedar Springs
Community Fall Leaf Pick Up
*LBV Board of Directors Meeting
*Architectural Control Meeting

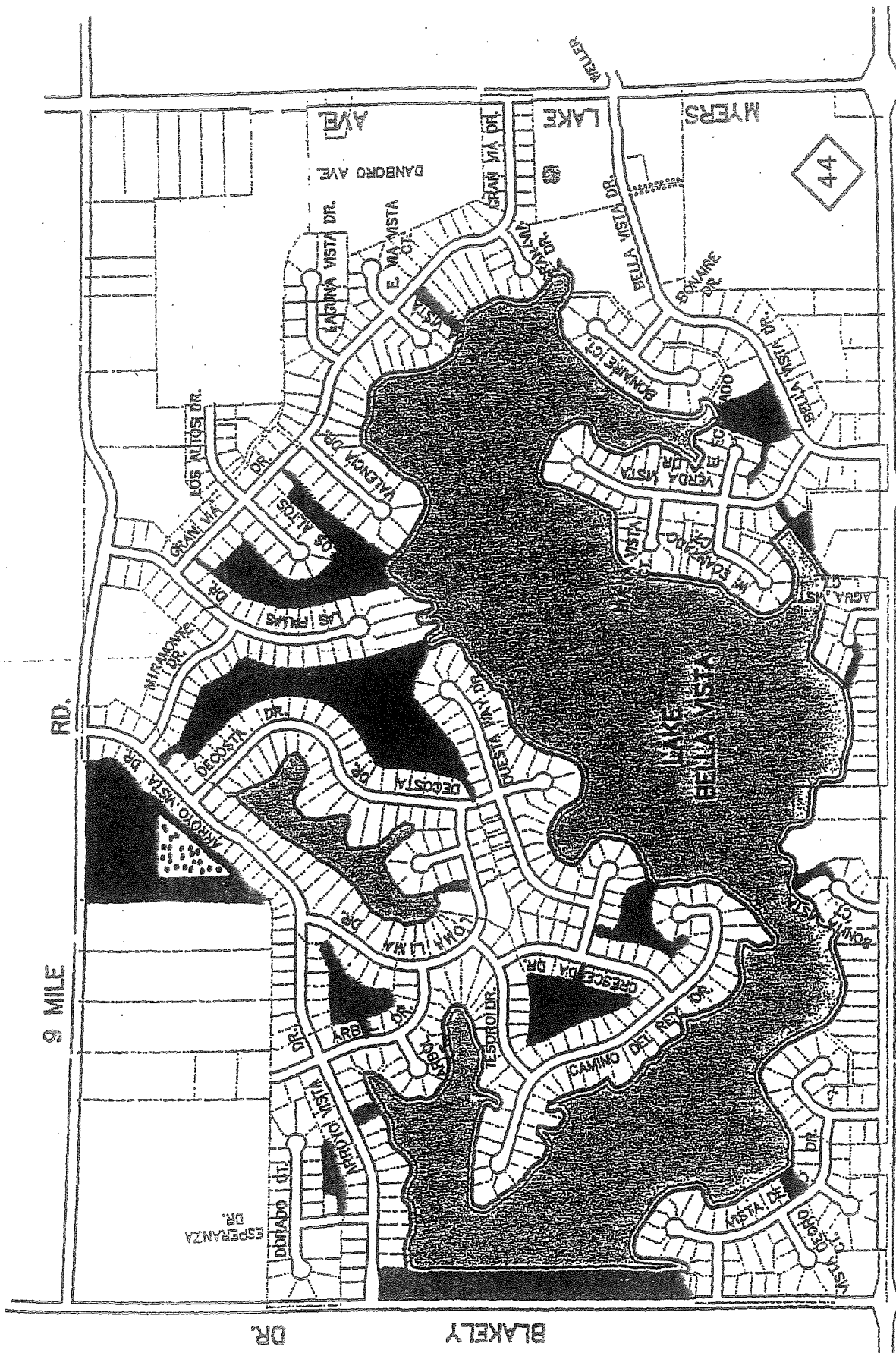
November

Boats/Docks removed from LBV
LBV Annual Membership Meeting
Election of 3 New Board Members
*LBV Board of Directors Meeting
*Architectural Control Meeting

December

Winter Property Taxes Mailed

*The Architectural Control Committee reviews plans on the 2nd & 4th Tuesdays of each month. The Committee Members will review plans as their individual schedules permit. If you have plans for review, it is suggested that they be submitted to the Office no later than the Friday prior to the 2nd & 4th Tuesdays of each month.



- Water System Sites
- Parks (Common) Areas



LAKE BELLA VISTA