

PROTECTIVE AND RESTRICTIVE COVENANTS FOR PLAT OF
LOST VALLEY AND FOR PLAT OF LOST VALLEY #2

WHEREAS, the undersigned constitute majorities of the owners of the lots in each of the Plats of Lost Valley and Lost Valley #2 as of the date hereof; and

WHEREAS, the undersigned desire to continue and impose certain uniform, protective and restrictive covenants on all of the land in each of said Plats which shall be binding on all parties and persons, lots, lands or interests in each of said Plats, pursuant to the authority contained in the protective and restrictive covenants for said Plat of Lost Valley originally imposed by J. B. Pastras and recorded July 17, 1963 in liber 780 at page 474; and revised and imposed by a majority of the owners of lots in said Plat of Lost Valley, in accordance with the original covenants, by protective and restrictive covenants dated July 17, 1983 and recorded in liber 1256 at page 329; and for said Plat of Lost Valley #2 originally imposed by Lost Valley, Inc. and recorded June 27, 1967 in liber 869 at page 284;

WHEREAS, the undersigned desire to give notice of the existence of said protective and restrictive covenants, and of the easements reserved, to all parties or persons claiming any interest in said lands under or through J. B. Pastras, or Lost Valley, Inc. without the necessity of specifically reciting said protective and restrictive covenants, or reserving said easements, in each conveyance hereinafter executed and

delivered by any owner of interests in said lands or the heirs, representatives, successors or assigns of such owner, to any such property or person;

NOW THEREFORE, the undersigned do hereby impose upon said land in each of said Plats, and do hereby adopt the protective and restrictive covenants and do hereby reserve the easements, hereinafter set forth, hereby superseding the protective and restrictive covenants for Plat of Lost Valley recorded in Liber 780, page 474, and in Liber 1256 at page 329 and the protective and restrictive covenants for Plat of Lost Valley #2 recorded in Liber 869 at page 284, and do hereby give notice and declare that said covenants and easements shall run with the land and shall be binding upon all parties or persons claiming under or through J. B. Pastras and/or Lost Valley, Inc., until altered, amended or revoked by vote of a majority of the owners of the lots in both of said Plats taken together. It is the desire and intention of those signing this document to adopt and maintain a single set of protective and restrictive covenants which shall be and remain applicable to all lands contained in each of said Plats of Lost Valley and Lost Valley #2.

COVENANT NO. 1

Except as hereinafter specifically provided, all lots in each of these Plats shall be used exclusively for residential purposes. No lot, or portion of a lot, shall be used by

way of easement, right-of-way or in any other manner as access from lands not included in these Plats to the beach or waters of Lake Michigan. No structure or building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling and private garage. A half lot having road frontage of ninety (90) feet shall be considered a lot for purposes of these covenants.

COVENANT NO. 2

Garages or car shelters on all lots shall be built as part of the one-family dwelling or shall be attached thereto or connected therewith by a room or enclosed breezeway if the configuration of the land reasonably permits such attachment or connection. Any garage, car shelter or storage structure, whether or not attached or connected shall conform to all applicable requirements of these covenants and shall conform reasonably in appearance to the residence structure on the lot.

COVENANT NO. 3

Any dwelling which shall be erected, placed or remodeled in such manner as to significantly alter the exterior appearance of the building on any lot must be approved in writing by the Building and Environmental Committee of the Lost Valley Property Owners Association, Inc. prior to start of construction. Such approval will be made upon submission of satisfactory plans, including a grid map showing location of

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attached?
change*

the structure on the lot. The Building and Environmental Committee shall give notice to the members of the Association of any plans or application submitted to it, and shall make the same reasonably available for review by any member not less than ten (10) days before taking any action regarding the same. Upon the written request of any member, the Committee shall hold an open hearing prior to taking action.

The Building and Environmental Committee shall be elected by the members of the Lost Valley Property Owners Association, Inc. in accordance with the Articles of Incorporation and Bylaws of said Association in effect from time to time.

The Committee shall consist of at least three members. In the event of resignation or death of any member, the Board of Trustees of the Association shall appoint a replacement to complete the terms of such deceased or resigned member.

Any structure must conform to the following minimum standards:

- (a) Any residence erected on any lot shall have not less than 768 square feet on the first floor above grade, not including porches or decks. The overall structure shall not exceed a height of sixteen (16) feet above the average level of the street as it abuts the lot on which said structure is built or the average level of the primary dune upon said lot running the width of said lot and lying between the street and the lake front; provided, however, that this height restriction shall apply only to structures on lots lying between the street and Lake Michigan and not to structures on any back lot, so called; provided, further, however that the overall structure on any back lot shall in no event exceed a height of twenty-nine (29) feet above the foundation.

- (b) Freestanding fences or walls along or adjacent to lot lines, if any, and beach fences to control sand erosion, except snow fences used for snow or sand control must be approved by the Building and Environmental Committee. Such freestanding fences or walls shall not exceed six (6) feet in height above ground level.
- (c) All sanitary plumbing shall conform with the minimum requirements of the Health Department of Muskegon County and the State of Michigan.
- (d) All structures shall be completed on the exterior within six (6) months from start of construction unless additional time shall be granted by the Building and Environmental Committee.
- (e) The Building and Environmental Committee shall have the authority to grant reasonable variations from the requirements of this Covenant on written application specifying the variation requested and showing the need for same; provided, however, that no such variance may allow an increase in the height specified in Covenant 3(a) applicable to Lake Front Lots to a height greater than twenty-one (21) above the average level of the abutting street. The decision of the Building and Environmental Committee shall be made promptly and shall be in writing; notice thereof shall be given promptly to the members of the Association. If the Committee shall fail to act as herein provided within sixty (60) days after receiving any submission requiring its action the request or requests so submitted shall be deemed to have been granted and approved. Any member of the Association who shall be dissatisfied with the decision of the Committee may, within fifteen (15) days after notice of such decision shall have been given, appeal said decision to the Board of Trustees by petition in writing specifying the reasons for such dissatisfaction. The decision of the Trustees shall be in writing and notice thereof shall be given promptly to the members of the Association. The Board of Trustees shall give reasonable notice and opportunity to be heard to all interested

parties before reaching a decision on such appeal. Any member who shall be dissatisfied with the decision of the Trustees may appeal said decision to the membership at the next annual meeting or at a special meeting called for that purpose. Notice of such appeal shall be contained in the notice of any such meeting.

COVENANT NO. 4

Any structure erected must be set back not less than twenty-five (25) feet from the lot line abutting the street. Side line setback shall not be less than ten (10) feet. Variations from these restrictions may be granted by the Building and Environmental Committee, in its discretion, for good cause.

COVENANT NO. 5

No beach or other erosion control device or structure shall be erected except in compliance with all applicable laws, rules and regulations of the United States and the State of Michigan.

COVENANT NO. 6

EASEMENTS for the installation and maintenance of public utilities or drainage facilities are reserved along and within six (6) feet of all side lot lines and ten (10) feet of all front lot lines in this subdivision.

COVENANT NO. 7

No refuse pile, unsightly or objectional container or structure, material or thing shall be allowed or maintained on any lot in this Plat. No trailer of any kind and no recreational vehicle shall be parked on any lot or street in this Plat for a period of time greater than forty-eight (48) hours in any seven (7) day period from Memorial Day until Labor Day.

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COVENANT NO. 8

Owners of unoccupied lots shall at all times keep and maintain their property in this subdivision in an orderly manner and prevent accumulation of rubbish and debris on the premises.

COVENANT NO. 9

No business, trade or commercial enterprise of any kind or nature whatsoever shall be conducted or carried on within said Plat, nor shall any animals, birds, fowl or poultry, except dogs, cats and caged birds be kept at any time thereon.

COVENANT NO. 10

Any dwelling and garage on any lot in this subdivision which may in whole or in part be destroyed by fire, windstorm or any other cause, must be rebuilt or all debris removed and

the lot restored to a sightly condition with reasonable promptness, not to exceed six (6) months.

COVENANT NO. 11

In order to maintain and improve the Lost Valley area, the titleholder or land contract purchaser of each lot shall be a member of Lost Valley Property Owners Association, Inc. and shall pay to Lost Valley Property Owners Association, Inc. annually such sum as said Association shall assess to be used for road and park maintenance, and such other purposes as will maintain and improve the Lost Valley area. Any annual payment not paid within sixty (60) days of the due date designated by the Association shall be a lien on the lot assessed. Such lien may be denoted by an affidavit of an officer of the Association recorded with the Register of Deeds, and may be enforced as are real estate mortgages by foreclosure in circuit court.

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COVENANT NO. 12

The Lost Valley Property Owners Association, Inc. shall have jurisdiction and authority to adopt reasonable rules, regulations and procedures to protect and promote public health and safety within the plats of Lost Valley and Lost Valley #2, including, but not limited to, restrictions concerning such matters as fire safety, motor vehicle speed, disposal of garbage and trash, and control of pets, as well as such reasonable rules, regulations and procedures as may be necessary

or convenient for the enforcement of these Covenants. The Lost Valley Property Owners Association, Inc. shall have the further jurisdiction and authority to do all necessary or proper things and to take all necessary and proper actions permitted by law to enforce these Covenants as well as any rules, regulations or procedures duly adopted by the Association, including, but not limited to, the imposition of reasonable fines for the violation of any covenant, rule, regulation or procedure. Such fines, if unpaid as provided, may be recorded with the Register of Deeds and shall become a lien against all lands within the plats of Lost Valley and Lost Valley #2 in which the person fined shall have any interest. Such fines may be imposed upon any property owner for violations of these Covenants or any rules, regulations or procedures by any child, guest or tenant of such property owner.

COVENANT NO. 13

The acquisition of title to or the purchase on land contract, jointly or severally of land in the Plat of Lost Valley or the Plat of Lost Valley #2 after the effective date or of recording of these Covenants, whichever shall be later, shall constitute and be deemed acceptance by each such titleholder or purchaser of membership in the Lost Valley Property Owners Association, Inc. and a grant by each such titleholder or purchaser to said Corporation of the right to the exercise by the Corporation of all lawful authority and jurisdiction

over the lands of the Corporation and over lands of each such titleholder or purchaser in the Plats of Lost Valley and Lost Valley #2.

COVENANT NO. 14

Invalidation of any one of these Covenants by judgment or decree shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

The foregoing protective and restrictive covenants for the plats of Lost Valley and Lost Valley #2 are set forth as amended on September 5, 1992.

President
Lost Valley Property
Owners Association

Sally J. Hillman
Secretary
Lost Valley Property
Owners Association

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COVENANT NO. 3

Original language:

Any dwelling which shall be erected, placed or remodeled in such manner as to significantly alter the exterior appearance of the building on any lot must be approved in writing by the Building and Environmental Committee of the Lost Valley Property Owners Association, Inc. prior to start of construction. Such approval will be made upon submission of satisfactory plans, including a grid map showing location of the structure on the lot. **The Building and Environmental Committee shall give notice to the members of the Association of any plans or application submitted to it, and shall make the same reasonably available for review by any member not less than ten (10) days before taking any action regarding same. Upon the written request of any member, the Committee shall hold an open hearing prior to taking action.**

The Building and Environmental Committee shall be elected by the members of the Lost Valley Property Owners Association, Inc. in accordance with the Articles of Incorporation and Bylaws of said Association in effect from time to time.

The Committee shall consist of at least three members. In the event of resignation or death of any member, the Board of Trustees of the Association shall appoint a replacement to complete the terms of such deceased or resigned member.

Newly passed language (12/31/06) replaces bold print above:

The Building and Environmental Committee shall give notice to the members of the Association who are located within 189 feet on either side and 360 feet straight across the road of any plans or application submitted to it, and shall make the same reasonably available for review by any member not less than thirty (30) days before taking any action regarding the same. Upon written request of any member, the Committee shall hold an open hearing prior to taking action.

Members of the Building and Environmental Committee shall be appointed by the Board of the Lost Valley Property Owners Association. The Committee shall consist of at least three members. In the event of resignation or death of any member, the Board of Trustees of the Association shall appoint a replacement to complete the terms of such deceased or resigned member.

Rest of Covenant No. 3 language remains as is.

BALLOT FOR
REVISION OF COVENANT NO. 7

Current language:

No refuse pile, unsightly or objectional container or structure, material or thing shall be allowed or maintained on any lot in this Plat. No trailer of any kind and no recreational vehicle shall be parked on any lot or street in this Plat for a period of time greater than forty-eight (48) hours in any seven (7) day period from Memorial Day until Labor Day.

Proposed language to replace the above:

Lost Valley Property Owners Association lot owners shall secure all refuse, junk and debris in an appropriate container. No recreational vehicle or trailer of any kind (except those (i) for recreational watercraft or all terrain vehicles, (ii) that are single axle utility trailers, or (iii) relating to an approved construction project) shall be parked on any lot for a cumulative period of time greater than seventy-two (72) hours in any seven (7) day period from Memorial Day until Labor Day. No recreational vehicle or trailer of any kind may be parked at any time on the improved portion of the roadway. Exception may be granted in writing by the Building and Environmental Committee.

Lost Valley Property Owners Association lot owners are urged to be sensitive to the appearance of the articles identified in this covenant and take appropriate acts to cloak their presence.

PLEASE VOTE ON THE PROPOSED REVISION BELOW AND MAIL THIS
BALLOT NO LATER THAN AUGUST 10 TO:

Rick Steketee
5680 Forest Glen Dr
Ada, MI 49301

*passed
8/14/07*

____ YES

____ NO

NAME _____ LOT NO. _____

COVENANT NO. 11

Original language:

In order to maintain and improve the Lost Valley area, the titleholder or land contract purchaser of each lot shall be a member of Lost Valley Property Owners Association, Inc. and shall pay to Lost Valley Property Owners Association, Inc. annually such sum as said Association shall assess to be used for road and park maintenance, and such other purposes as will maintain and improve the Lost Valley area. Any annual payment not paid within sixty (60) days of the due date designated by the Association shall be a lien on the lot assessed. Such lien may be denoted by an affidavit of an officer of the Association recorded with the Register of Deeds, and may be enforced as are real estate mortgages by foreclosure in circuit court.

Newly passed language (12/31/06) adds the following sentence to the above Covenant:

The Board shall take the necessary action to perfect the lien and execute it if necessary.

CERTIFICATION OF VOTE ON ADOPTION OF CHANGES TO
COVENANT 7

We do hereby certify that pursuant to a vote of the membership at the May Meeting of the Lost Valley Property Owners Association on May 26, 2007, ballots were sent to cottage owners to receive their votes on proposed changes to Covenant 7. The covenant changes passed, and the new language became effective September 1, 2007. That language is attached in the form of the new covenant.

James Dana
Secretary LVPOA

Richard W. Steketee
Richard W. Steketee
President LVPOA

Date 8/18/07

Ann D. Ehl
8/18/07
Ray Sager
2/18/07

CERTIFICATION OF VOTE ON ADOPTION OF CHANGES TO
COVENANTS 3 AND 11.

We do hereby certify that pursuant to a vote of the membership at the Annual Meeting of the Lost Valley Property Owners Association on September 2, 2006, ballots were sent to cottage owners to receive their votes on proposed changes to Covenants 3 and 11. Both covenant changes passed, and the new language became effective December 31, 2006. That language is attached in the form of the new covenants.



James Dana
Secretary LVPOA



Richard W. Steketee
President LVPOA

Date 5/29/07