

BEADLE BAY III PROPERTY OWNERS ASSOCIATION COVENANTS & RESTRICTIONS

Updated: June 2022

The **Beadle Bay III Property Owners Association** assumes full responsibility of the existing restrictions for Beadle Bay Subdivision III, a subdivision of part of Sections 7 & 8, Township 17 North, Range 10 East, Township of Caseville, Huron County, Michigan, from Jeanette Beadle, proprietor of Beadle Bay Subdivision III. At the present time, 100% of said lots in named subdivision are under the Beadle Bay III Property Owners Association for administration and control.

ARTICLE 1

Section I- PURPOSE

The sole purpose of restrictions is to enhance and protect the value, attractiveness and desirability of the lots constituting such subdivision, and that all of the real property described above and each part of shall be held, sold and conveyed only subject to the following covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property or any part of, their heirs, successors and assigns, and shall insure to the benefit of each owner.

Any amendments made and approved to the covenants and restrictions supersedes all previous versions of the Beadle Bay Number.

ARTICLE II

Section I -DEFINITIONS

1. **“Association”** shall mean and refer to Beadle Bay III Property Owners Association, its successors and assigns.
2. **“Building, Structure, Dwelling”** shall mean a residence, which may include an attached garage for use by a single family only.
3. **“Accessory Building, Structures”** shall mean a building connection with, incidental to, and on the adjoining/contiguous lot as the “Residence Structure”.
 - a. **“Accessory Building, Structure”** is more specifically defined as any recreation room, garage, storage building, playhouse, gazebo or similar structure which is not attached to the residence structure. Occupancy of the Accessory Build, Structure for use as residential structures shall not be allowed.

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4. **“Adjoining/Contiguous Lot”** shall mean the combining of the primary residency (Residence Structure) lot with the adjoining lot(s) under one ownership, as a single entity and single address, which includes a deed restriction recording and prohibiting the separation of the lot(s), either by lease, sale or any other method.
5. **“Lot”** shall mean any plot of land shown in the recorded subdivision.
6. **“Maintenance”** shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed free environment for optimum plant growth.
7. **“Member”** shall mean each person who is the owner of a lot and is “in good standing”, meaning the member is up-to-date paying any association dues or costs agreed upon by the association.
8. **“Owner”** shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.
9. **“Leasing, subleasing, renting property and or home”** The written or verbal agreement between the home/property owner and a third party to use or occupy said property or home. For purposes of this provision, "Third Party" shall be defined as any Person who is not an Owner as that term is defined in the Declaration.
 - a. The duration of any individual or individuals that occupy the home or property is limited to a 12 months duration. Under no condition shall a property or home be leased, subleased or rented for any short term durations under the 12 month duration. Camping restrictions are limited to current Caseville Township restrictions.
10. **“Subdivision”** shall mean the subdivided real property herein described and such additions as may be brought within the jurisdiction of the association as provided here.
11. **“Voting Rights”** shall mean only members who are in “good standing” shall be entitled to vote. A member is considered in good standing if all their current dues and association assessments are current. Each member shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in a given lot, all such persons shall be members and the vote for such a lot shall be exercised as they may determine among themselves. In no event shall more than one (1) vote be cast with respect to any lot owned.

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12. **“Modular Homes”** is defined as a sectional prefabricated building that consists of multiple sections which are manufactured in a remote facility and then delivered to the intended site of use.
13. **“House Trailers”** are a manufactured building in a remote facility and then delivered to the intended site of use. Would include but not limited to a wheeled vehicle that can be pulled by a car or truck and is equipped for occupancy. A house trailer also includes a fifth wheel house trailer, a ball hitch type house trailer, a travel trailer, a cabin trailer or a collapsible cabin.
14. **“Manufactured Homes”** is a manufactured home structure, other than a caravan or tent, that:
 - i. Has the character of a dwelling house.
 - ii. Is designed to be able to be moved from one position to another.
 - iii. Or is designed or intended to be permanently attached to land.
15. **“Stick Built Homes”** is a home that is constructed on the building site, piece by piece. Manufactured and modular homes are not classified as stick built because they are made mostly in the factory and then transported to the site. A custom home and a home constructed according to stock building plans may be stick built, provided that they are constructed on the land where they will remain.
16. **“Building Envelopes”**. The area of a lot which is defined by the minimum setback and spacing requirements within which building construction is permitted by this chapter
17. **“Building Line”**. A line formed by the face of the building; for the purposes of this article, the **Building Line** shall be the same as the front (roadside) setback line. –
18. **“Lot Area”**. The total horizontal area within the lot lines of the lot exclusive of any abutting public street right of way or private road easements, or the submerged area of any river or lake at the shoreline or ordinary high-water mark.
19. **“Setbacks”** The distance between a front, side or rear lot line and the nearest supporting member of a structure on the lot. **SETBACKS** from a public street or private road shall be measured from the right-of-way line or easement. The minimum **Setbacks** requirement is the minimum distance between a front, side, or rear lot line and the nearest supporting member of a structure in order to conform to obtain minimum open space.

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20. **“Property Setbacks”** are ordinances established by local government officials that outline where construction or modifications can occur. They are used to keep landowners from crowding neighboring properties, and they provide common areas where pipes may reside below the ground. They also protect wildlife and wetlands.
21. **“Property Easements”** are a right given to another person or entity to trespass upon or use land owned by somebody else. Easements are used for roads, for example or given to utility companies for the right to bury cables or access utility lines.
22. **“Shoreline Setbacks”** The building setback on the lakeside of a waterfront property shall be such that from an adjoining property structure, by using a measurement from the front most face corners of the existing structure as a baseline to the proposed structure or addition, there shall be no more than a thirty (30)-degree angle (tangent thirty degrees, being one [1] or two [2]). The purpose being that new residences or additions should not obstruct the view from (of) existing neighboring properties, **including trees or anything else that may impede the view..**

ARTICLE III

Section I - EASEMENTS

1. **“Purpose”** Easements are established for installation and maintenance of utilities and drainage facilities as shown on the recorded subdivision map. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with or change the direction of drainage flows within the easements. The easement area of each lot and all improvements shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible.
2. **“Limitations”** No dwelling unit or other such structure of any kind shall be built, erected or maintained on any such easement, reservation of right-of-way and such easements, reservations and rights of way shall at all times be open and accessible to the public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under and above such locations to carry out any of the purposes for which such easements, reservations and rights of way are reserved.

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3. **“Right of Entry”** The association, through its authorized employees and contractors, shall have the right after reasonable notice to the owner, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized here.

ARTICLE IV

Section I - USE RESTRICTIONS

1. Purpose: The subdivision shall be occupied and used only as follows:
 - a. Each lot shall be used as a residence for a single family and for no other purpose.
 - b. No business of any kind shall be conducted on any residence.
 - c. No noxious or offensive activity shall be carried on in or on any lot.
2. No sign of any kind, including Real Estate or For Sale signs, shall be displayed to public view in the entrance area of the subdivision. Signs located on individual property may have signs displaying individual name and address consistent with Township or Building Department specifications or requirements. Individual property “For Sale” signs shall be granted after association Board approval and shall not be any larger than or more than five (5) square feet.
3. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot. However, dogs, cats and other household pets (limit 3 in total) may be kept on lots subject to such rules and regulations as may be adopted by the association, so long as they are not kept, bred or maintained for noncommercial purposes. When dogs are outside in the common area, they shall be leashed, and their droppings picked up and removed by their owner.
4. No rubbish, trash, garbage or other waste material shall be kept or permitted on any lot except in sanitary containers located in appropriate areas and concealed from public view.
 - a. Garbage Collection and Disposal
 - b. No rubbish, trash, garbage or other waste material shall be kept or permitted on any lot except in sanitary containers located in appropriate areas and concealed from public view.
 - c. Receptacles for garbage shall be kept on the premises near the side of the house within an approved distance of the rear entrance to the dwelling or premises
 - d. Containers shall be placed at the curb on pick-up days only, in a location readily accessible to the collectors. Where approved liners are used, it will only be necessary to place the liner and contents securely bound at the top at the curb.
 - e. 4.4 Empty containers shall not be left at the curb more than twenty-four (24) hours.

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- f. 4.5 Wire cages at curb side shall not be used for daily accumulation of garbage. Garbage, in approved bags, may be placed in the wire cages the night before the scheduled pickup
 - g. 4.6 Cages at curbside must be constructed of a frame and wire screen. Cages must be kept clean and free of any materials
 - h. 4.7 Consistent with Article XII Section I - GENERAL PROVISIONS, and Township civil infraction. Whoever violates or fails to comply with any of the provisions of this section or township ordinance is subject to potential township civil infraction. Homeowner/property owner information will be submitted to the township
5. No fence, hedge, wall or other dividing instrumentality over three (3) feet in height, measured from the ground on which it stands, shall be constructed or maintained on any lot. No fence shall be erected within twenty-five (25) feet of the canal. If a present fence is already in place, it must be removed prior to the owner selling the lot, so as to be in compliance with these association restrictions.
6. No outbuilding, basement, tent, shack, garage, trailer, shed or temporary building of any kind shall be used as a residence either temporarily or permanently.
7. Swimming pools and fences incidental thereto may be installed only when approved by the association Board. Any permitted swimming pools and fencing incidental thereto shall be submitted to the township or other authorized building department for plan review and approval. All incidental fencing shall be constructed with material approved by the association Board and no fencing shall be constructed of "Cyclone Type" of material. All fencing shall be maintained in a safe and sanitary condition. No above ground swimming pool may be erected, placed or permitted to remain on any lot, either temporarily or permanently. All approved swimming pools and fences incidental thereto, must meet the building and zoning codes of the township and have received the necessary permits and inspections as may be required.
8. It shall be permissible for property owners to keep boats on the banks of the channel in front of their lots. Boats may be tied either parallel or perpendicular so long as boats do not create an obstruction to normal navigation.
- a. Under no circumstance shall any boat extend into the main waterway that would cause an obstruction to normal navigation. A riparian owner may install a seasonal dock in such a canal as long as it does not impede travel on the water. Temporary docks shall be permitted but must be properly maintained and shall be removed each year and for channel maintenance. If not removed by the property owners after a proper notice has been sent, the same may be removed by the Association at the property owner's expense. If cost are not paid, a lien shall be placed on the property until all monies are collected and an annual fee of twenty-five (\$25.00) per year shall be assessed until all arrears are paid in full.
 - b. The length of the dock is not defined by law, but a dock that impedes normal navigation may be subject to enforcement by the county road commission under

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MCL 247.171-90, MSA 9.251.270. If portions of the waterway are deemed to impede normal navigation but is not enforceable by law, the board of this Association shall take the appropriate legal action to require property owners to remove the obstruction or meet maximum length requirements consistent with paragraph 10 A above.

- c. Permanent docks or other permanent structures along the shoreline or extending into the water need to get a permit through the DEQ. The placement of permanent docks in Beadle Bay III is a DEQ issue when they are applied for. Once a permit is issued by the DEQ, they check each permanent dock for interference of navigation and proximity to neighbors (distance from property lines, turning radius and docks directly across, etc.) DEQ permits do not override local rules or township zoning requirements, etc.
- d. Seasonal docks are docks that usually are installed during Memorial Day weekend and removed Labor Day weekend. Seasonal docks cannot block navigation or riparian rights. A DEQ permit is not required for a seasonal dock.
- e. Permanent and seasonal dock designs/sketches must be reviewed and approved by the Association Board prior to installation. Any alterations or changes to original design/sketch, must be reviewed and approved.

Section II - LEASING, SUBLEASING, RENTALS AND HOME/HOUSE/PROPERTY.

- 1. Under no conditions shall an owner of a home or property be permitted to lease, sublease or rent either the property and or home except under the following conditions.
 - a. All property or homes within the Beadle Bay III subdivision being considered for leasing, subleasing, or renting must complete a lease, sublease, or rental agreement and also must submit documentation to the association board of directors for review and approval 30 days prior to completing said agreement.
 - b. No agreements for short term durations (weekender or extended agreements) less than 12 months. No business shall be conducted included any Bed and Breakfast.

Section III - LEASE RESTRICTIONS

- 1. No Lot may be leased at any given time to a Third Party. Any Lot Owner engaged in leasing or subleasing activities as of the date of this Amendment shall be allowed to continue leasing or subleasing activities until said Lot is sold or

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conveyed to a Third Party. Any Lot Owner engaged in leasing or subleasing activity must, upon the sale or conveyance of said Lot, notify any potential buyer or person taking title that no Lot within the HOA may be leased or rented at any given time to a Third Party.

2. No owner may lease a home and or lot for fewer than twelve (12) months. (This can be changed for a longer term as determined by the Board) Owners may apply for a hearing before the Board for temporary or special variances in case of hardship. Permission to lease will be granted at the sole discretion of the Board of Directors.

ARTICLE V

Section I - OWNERS OBLIGATION TO REPAIR

1. Each owner shall, at owner's sole cost and expense, repair such owner's residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

ARTICLE VI

Section I - OWNER'S OBLIGATION TO REBUILD

1. If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner, with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and conditions immediately prior to the casualty. Reconstruction shall be undertaken with six (6) months after the damage occurs, and shall be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

ARTICLE VII

Section I - ARCHITECTURAL CONTROL

1. No building shall be erected, placed or altered on any lot until the construction site plans with specifications showing the proposed location, roadway easements/setbacks, side, and lakeside easements/setbacks of the structure and will include all material construction details on said lot or building plot have been approved by the association Board prior to submittal to the local or county building

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department for review and approval. We strongly recommend that a site survey be completed prior to any new construction. If the home-owner /property-owner chooses not to complete survey, there shall be compelling documented and physical information, provided to the association for approval.

2. No Building as defined in definitions 2 and 3 shall be erected, placed or altered on any lot until the construction and site plans with specifications showing the proposed location of the structure and all material construction details on said lot or building plot have been approved by the association Board prior to submittal to the local or county building department for review and approval. A copy of final approved plans, specification and prints showing said review and inspections by said building department shall be provided to the Association Board.

Prior to submission of construction plans to township or other entities, a signed copy of the "Beadle Bay III Property Owners Association Site Plan and Building Information" form (see <http://www.beadlebaymi.com/>) will require an approved signature of the architectural control individual or other authorized board members in the event of his/her absence.

3. A copy of final approved plans, specification and prints showing said review and inspections by said building department shall be provided to the association Board **Vice President..**

ARTICLE VIII

Section I - RESIDENCE STRUCTURES

1. No residence structures shall be erected, altered, placed or permitted to remain on any Lot except as follows:
2. Houses shall be constructed with not less than 1350 square feet on one floor, porches, garage or carports and breeze-ways excluded.
3. All structures erected in this association shall be of "**new construction**". This would include "**stick built homes**" and "**modular homes**". Under no circumstances will "**house trailers**" **mobile homes**", **manufactured homes**" or any used home or structure being moved from any location to Beadle Bay III subdivision be allowed.
4. All site plans for building permits shall be presented to the association Board for review and compliance, prior to obtaining any building permits.
5. All structures must be completely finished on the exterior within one (1) year from date of commencement of structure and if of a frame construction, it must be painted on the exterior with at least two (2) coats of paint. No tar-paper or similar material can be exposed on the exterior of the building beyond this time frame.

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6. All surrounding areas must be rough graded and follow existing township and county guidelines. A swale area must be maintained in the front and side of the existing structure. A sketch will be provided upon approval of the site plan by the association Board.
7. No residence structure buildings or portion of a building can be moved or placed on a lot without the approval of the association Board.
8. If a carport or boat port or garage is desired, it must be attached to the building by a breeze-way or porch or directly to the main structure. The Garage height requirement is 12 feet which is consistent with Caseville Township requirements. No garages or boat houses shall be erected on lots restricted for dwellings until said dwellings shall have been completed.
9. No old, used structure of any kind, which includes used modular homes or house trailers, shall be moved upon any lot or building plot. Temporary housing is allowed while in the building process, but not to exceed one (1) year in duration.
10. Exterior material and color scheme approvals – the visible exterior of each dwelling and appurtenant structure shall be constructed of brick, brick veneer, aluminum or vinyl siding, stucco, wood and/or stone in any condition. Under no circumstance shall used materials, except reclaimed brick, be used in the construction of any visible exterior wall. All color schemes review, and approval are intended to maintain the integrity and to be consistent with the development of the subdivision with no outlandish colors or combination of colors so as to takeaway the value of the home, property or development,
11. Or to be offensive to any of the homes or property owners. All original color schemes for exterior color must be received and approved by the association Board

ARTICLE IX

Section I - ACCESSORY BUILDINGS. STRUCTURES, AND USES

1. Accessory Building, Structure and Uses are permitted only in connection with, incidental to, and on the same contiguous lot with the Residence Structure.
2. No Accessory Building, Structure will be constructed on the same lot containing the Residence Structure.
3. Only adjacent and contiguous lots will be permitted to build an Accessory Building, Structure and Use.
4. Only ONE adjacent/contiguous lot will be permitted to be used to construct an Accessory Building, Structure.

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5. No Accessory Building, Structure or Use shall be utilized unless the Residence Structure is occupied.
6. The Accessory Building, Structure shall comply will all grading and setbacks consistent with Article X Building and Grade lines.
7. Accessory Buildings, Structures combined shall cover no more than twenty-five percent (25%) of the total area of the lot.
8. The maximum building height of any Accessory Building/Structure shall be twenty-one (21) feet, measured from the grade door sill to the ridge or peak.
9. All Accessory Buildings, Structures must be no closer to the water than the Residence Structure.
10. No more than (1) one Accessory Buildings, Structures may be built and provided the following requirements are met:
 - a. (1) One accessory building, structure shall be no larger than 1,200 square feet.
 - b. NO Accessory Buildings, Structures shall be less than 300 square feet
 - c. All Accessory Buildings/Structures must have a foundation and cement floor with the exception of a gazebo structure.
11. The Residence Structure must be under construction or completed prior to the issuance of any permit to build an Accessory Building, Structure
12. Maximum exterior side-wall height: 12 feet measured in accordance with International Residential Code.
13. Maximum door height: fixed ten (10) feet
14. Maximum roof pitch: twelve (12)/twelve (12); minimum six (6)/twelve (12)
15. The longest dimension, on the side, may not exceed forty (40) feet.
16. The Accessory Building, Structure exterior material and color scheme approvals – the exterior of the Accessory Building, Structure must be consistent with the Residence Structure and shall be constructed of brick, brick veneer, aluminum or vinyl siding, stucco, wood and/or stone in any condition. Under no circumstance shall used materials, except reclaimed brick, be used in the construction of any visible exterior wall. All color schemes review and approval are intended to maintain the integrity and to be consistent with the development of the subdivision with no outlandish colors or combination of colors so as to take away the value of the home, property or development, or to be offensive to any of the home or property owners. All original color schemes for exterior color must be reviewed and approved by the Association

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17. No Pole Barn or barn type construction or appearance of the Accessory Building, Structure will be allowed.
18. No metal or aluminum prefabricated buildings will be allowed unless the exterior material and color scheme is consistent with Article IX (18) and has been pre-approved by the Association Board.
19. Prior to building an Accessory Building, Structure the owner must provide documented proof of ownership of the lot containing the primary residency (Residency Structure) and the adjacent lot(s) upon which the Accessory Building, Structure is to be constructed and proof that the lot(s) have been combined as a single entity and address, with a recorded deed restriction, which prohibits the separation of the lots, either by lease, sale or any other means or method.

ARTICLE X

Section I - BUILDING AND GRADE LINES

1. The maximum finish grade line and minimum grade line of each lot shall be approved by the association Board.
2. No structure shall be erected, altered, placed or permitted to remain on any lot nearer than twenty-five (25) feet to any front street line, nor nearer twenty (20) feet to any side street line. There shall be provided a side yard on each side of every main building which shall be not less that ten (10) feet from the side lot lines.
3. No structure shall be erected, altered, placed or permitted to remain on any lot nearer than twenty-five (25) feet to any front roadway easement street line, nor nearer twenty (20) feet to any side street line. There shall be provided a side yard on each side of every main building which shall be not less than ten (10) feet from the side lot lines.

ARTICLE XI

Section I - SEWAGE AND WATERSUPPLY

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1. All dwellings shall be served by a sewage disposal system approved by the Huron County Health Department. Prior to placement of driveways, culverts, site excavation, clearing or preparation, a permit to construct sewage disposal systems shall be obtained from the Huron County Health Department. All toilet facilities must be located inside a dwelling.
2. All waterfront lots must have the septic tank and the field installations of the road side of each lot and at least one hundred (100) feet from the (water side) channels, and wells ten (10) feet from the lot lines. All sewage disposal systems shall be maintained at least four (4) feet above the high ground water table. All septic tanks and field plans shall be reviewed and approved by the County Health Department.
3. All waterfront lots must have the septic tank and the field installations of the road side of each lot and at least one hundred (100) feet from the channels, and wells ten (10) feet from the lot lines. All sewage disposal systems shall be maintained at least four (4) feet above the high ground water table and be at least 50 feet from the well. All septic tanks and field plans shall be reviewed and approved by the County Health Department.
4. All dwellings served by a community water system, must use that system as the main source of water.
5. All dwellings shall be served by a potable water supply system. All wells on land within said subdivision shall be drilled by a well driller licensed by the State of Michigan to a depth of approximately two-hundred (200) feet, and a complete well log form for each such potable water well shall be submitted to the County or District Health Department within sixty (60) days following completion of such well. Test results show high concentrations of both iron and sodium at said approximate two-hundred (200) foot depth.
6. The use of a shallow well shall not be permitted.

ARTICLE XI

Section I - FLOOD PLAINS

1. Any building used or capable of being used for residential purposes and occupancy within the flood plain shall:
2. Have lower floors, excluding basements, a minimum of one (1) foot higher than the elevation of the contour defining the flood plain limits.
3. Have openings into the basement not lower than the elevation of the contour defining the flood plain limits.

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4. Have basement walls and floors, below the elevation of the contour defining the flood plain limits, watertight and reinforced to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the flood plain limits.
5. Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building.
6. Be properly anchored to prevent flotation.
7. The flood plain elevation for this subdivision is 582.4 (I.G.L.D.) as established by the Water Resources Commission or any future updates by any established water commission.
8. No filling or occupation of the flood plain area will be allowed without the approval of the Michigan Department of Natural Resources.
9. The above flood plain restrictions shall remain in perpetuity.

ARTICLE XII

Section I - GENERAL PROVISIONS

1. These covenants and restrictions shall run with the land and shall be binding on all parties and all persons under them for a period of twenty-five (25) years from and after the recording of this agreement, for successive periods of ten (10) years each, unless, and prior to the expiration of such ten (10) year period, an instrument signed by the association board of record changes or modifies such covenants and restrictions in whole or part. Provided, however, that these covenants and restrictions shall not apply to the flood plain restrictions, which shall remain in perpetuity. Enforcement is by any person owning real property in the subdivision by proceedings at law or in equity against any person or persons violating or attempting to violate any restriction herein contained to restrain such violations or attempted violations or to recover damages.
2. Should any of the provisions incorporated in the restrictive covenants and restrictions be declared invalid or unenforceable by any Court of competent jurisdiction, such determination of invalidity shall be limited only to the specific clause or phrase determined to be invalid, and shall not under any circumstance operate to adversely affect or interfere with the continued binding force and effect of the other provisions of these restrictions and this agreement, which are specifically declared to remain in full force and effect.
 - a. The above restrictions are intended as minimum restrictions and if any use permitted under the terms of these restrictions is prohibited by terms of any applicable zoning ordinance, then in force, then the terms of said ordinance shall apply.

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3. Clarification of accessory buildings 2016
4. Clarification of swimming pools, fences, Docks 2016
5. Clarification of boat docks 2011 and updated 2016
6. Architectural Control process and clarification updated 2018
7. Clarification of definitions, setbacks, architectural control, residential structures, garage door height, grade lines, sewer and water 2018
8. Clarification of quorum, leasing, subleasing 2019
9. Clarification of new garbage requirements and impeding views update. June 2022