

GRAND HAVEN CHARTER TOWNSHIP BOARD
MONDAY, JANUARY 26, 2015

WORK SESSION – 6:00 P.M.

1. Discussion / Schedule for Bike Path Extension Millage
2. Review Applications and Cover Letters for Trustee Vacancy and Determine Process for Selection

REGULAR MEETING – 7:00 P.M.

- I. CALL TO ORDER
- II. PLEDGE TO THE FLAG
- III. ROLL CALL
- IV. APPROVAL OF MEETING AGENDA
- V. CONSENT AGENDA
 1. Approve January 12, 2015 Regular Board Minutes
 2. Approve Payment of Invoices in the amount of \$176,568.59 (*A/P checks of \$93,899.94 and payroll of \$82,668.65*)
 3. Approve Engineering Agreement with Prein and Newhof Regarding Hidden Creek Lift Station Rehabilitation (*\$11,590*)
- VI. PRESENTATIONS – David Miller (*Chamber of Commerce*) Regarding Industrial Land
- VII. PUBLIC HEARING – Copper Stone PUD (*74 Lot Site Condominium Development*)
- VIII. OLD BUSINESS
 1. Second Reading – Ordinance Updating Fire Prevention Code Responsibility
 2. First Reading – Copper Stone PUD Approval
- IX. NEW BUSINESS
 1. Approve Resolution 15-01-01 – Approving Waste Hauler License for Potluck Pick-up
- X. REPORTS AND CORRESPONDENCE
 1. Correspondence
 2. Committee Reports
 3. Manager’s Report
 - a. December COPS Report
 - b. December Public Services Report
 - c. December Legal Review
 4. Others
- XI. EXTENDED PUBLIC COMMENTS/QUESTIONS ON NON-AGENDA ITEMS ONLY (*LIMITED TO THREE MINUTES, PLEASE.*)
- XII. ADJOURNMENT

NOTE: The public will be given an opportunity to comment on any agenda item when the item is brought up for discussion. The supervisor will initiate comment time.

**GRAND HAVEN CHARTER TOWNSHIP BOARD
MONDAY, JANUARY 12, 2015**

WORKSESSION – 6:00 p.m.

1. The Board was provided a presentation from Chris Veenstra of Watkins Ross and reviewed a memorandum dated January 6th regarding Retiree Health Care (OPEB) outlining various options and alternatives.

The Board instructed Cargo to solicit input on various options from non-union, full-time staff at an “all employee meeting”. The results of the employee input will be provided at the February 9th work session at which time Retiree Health Care will be reviewed/discussed further by the Board.

REGULAR MEETING

I. CALL TO ORDER

Supervisor French called the regular meeting of the Grand Haven Charter Township Board to order at 7:00 p.m.

II. PLEDGE TO THE FLAG

III. ROLL CALL

Board members present: French, Larsen, Behm, Hutchins, Meeusen, and Kieft.

Board members absent: None.

Also present were Manager Cargo, Planner Fedewa, Accounting Director Sandoval, Lt. Schrader, and Lt. Marshall.

IV. APPROVAL OF MEETING AGENDA

Motion by Meeusen and seconded by Kieft to approve the meeting agenda. **Which motion carried.**

V. APPROVAL OF CONSENT AGENDA

1. Approve December 22, 2014 Special Board Minutes
2. Approve Payment of Invoices in the amount of \$429,591.24 (A/P checks of \$237,042.53 and payroll of \$192,548.71)
3. Approve Millhouse Court Water Main Extension Bid Documents

Motion by Meeusen and seconded by Hutchins to approve the items listed on the Consent Agenda. **Which motion carried.**

VI. PRESENTATION

John Cavanagh of Epic MRA provided the results of a telephone survey of 300 registered voters that gauged voter support for construction and additional ten (10) miles of pathway

at an estimated cost of \$4.15 million. The Board instructed Cargo to add discussion of the possible pathway construction/millage election to the January 26th Board work session.

VII. OLD BUSINESS

1. Cargo reviewed the 2014 Project List with the Township Board. Due to time constraints, elected officials will contact Cargo directly with any questions or comments
2. **Motion** by French and supported by Meeusen to approve the 2015 Business Plan and instruct Cargo to provide quarterly updates to the full Board during a work session in March, June, September and December. **Which motion carried.**

VIII. NEW BUSINESS

1. **Motion** by Kieft and supported by Behm to postpone further action of the proposed ordinance to adopt the International Fire Code and Reference Standards to the January 26th Board meeting. This is a first reading. **Which motion carried.**
2. **Motion** by French and supported by Hutchins to accept the resignation of Trustee Larsen from the Grand Haven Charter Township Board due to Larsen's appointment as Township Clerk pursuant to her letter dated January 2, 2015. **Which motion carried.**

The Board instructed staff to solicit township residents interested in the Trustee position through an advertisement in the Tribune and on the Township's web site. Staff will note in the advertisements that the position is an elected position, outline responsibilities, and that any interested party must complete an application form and include an application letter.

IX. REPORTS AND CORESPONDENCE

- a. Correspondence was reviewed
- b. Committee Reports
- c. Manager's Report, including:
 - i. November Legal Review
 - ii. December Construction Report
 - iii. December Ordinance Enforcement Report
- d. Others

X. PUBLIC COMMENTS

Laird Schaefer (12543 Wilderness Trail) asked the status of improvements to Robbins Road pursuant to the joint 2010 Robbins Road Access Management Plan. Cargo will report back to Schaefer and the Board.

XI. ADJOURNMENT

Motion by Larsen and seconded by Behm to adjourn the meeting at 7:51 p.m. **Which motion carried.**

Respectfully Submitted,

Laurie Larsen
Grand Haven Charter Township Clerk

Karl French
Grand Haven Charter Township Supervisor



Administrative Services Memo

DATE: January 21, 2015
TO: Township Board
FROM: Suzanne Proksa and Bill Cargo
RE: Township Board Applicants

Five (5) people expressed interest in the Township Board Member vacancy.

Attached you will find copies of three (3) Township employment applications with letters of interest for the Board Member vacancy. All three of these applicants appear to be eligible for the Township Board Member position (*i.e., a township "elector" that is defined as someone 18 years of age, who is a U.S. citizen and has lived at least 30 days in Grand Haven Charter Township*):

1. Paula Bekins
2. David Gignac
3. Ronald Redick

In addition, there were two (2) applicants who also appear to be eligible, but did not both complete an application and submit a letter of interest for the Township Board Member vacancy, as requested by the Township Board. Their submittals are also attached.

1. Ken David
2. Mark Smith

If you have any questions, please do not hesitate to contact either Proksa or Cargo.

SUPERINTENDENT'S MEMO

DATE: January 20, 2015

TO: Township Board

FROM: Cargo and VerBerkmoes

SUBJECT: Engineering Agreement – Hidden Creek Sanitary Sewer Lift Station

As you may recall from Weekly Report #1, the review of whether to increase the capacity of the Hidden Creek lift station (*i.e.*, *Option #1*) or to rehabilitate the same lift station and shift the Cutter Park/Forest Park lift stations from Hidden Creek to the west side of US-31 near Ferris Street (*i.e.*, *Option #2*) determined that *Option #2* was the most appropriate long-term solution.

That said, the Hidden Creek must now be rehabilitated. (*Please note that this project was included in the FY 2015 budget.*) The first step is to approve an engineering agreement. (*Please see the attached.*)

The construction cost for the rehabilitation of the Hidden Creek lift station is estimated to be \$75,000 with engineering and construction management costs of \$11,590. If the Board supports moving forward with this rehabilitation project, the following motion can be offered:

Move to authorize the superintendent to execute a contract with Prein and Newhof for engineering services related to the rehabilitation of the Hidden Creek sewer lift station at a cost of \$11,590.

If you have any questions or comments, please contact VerBerkmoes or Cargo at your convenience.

Prein&Newhof

Engineers ■ Surveyors ■ Environmental ■ Laboratory

January 21, 2015
2140353

Mr. Mark Verberkmoes
Grand Haven Charter Township
13300 168th Avenue
Grand Haven, MI 49417

RE: Hidden Creek Pump Station
Design and Construction Engineering

Dear Mark:

As requested, attached is a professional fee breakdown for design and construction engineering services related to proposed improvements of the Hidden Creek wastewater pumping station. It is our understanding that the existing pumps and motors will be replaced and the internal piping redesigned to accommodate new dry pit submersible pumps and motors. Controls and all associated equipment will remain in the can station and not be relocated. Existing control panels will be reused in their current location.

We will provide design layout, construction plans and specifications, permitting, and bidding assistance as part of the design phase. Construction phase engineering to include shop drawing review, construction administration and observation along with recommendation of payment applications and project closeout.

We propose to complete these services on a time and material basis with a not to exceed cost of \$11,590.00. Following your review and approval we will prepare an engineering agreement. If you have any questions or comments, please give me a call.

Sincerely,

Prein&Newhof



Kevin S. Kieft, P.E.

KSK/ksk

C: Bill Cargo, GHCT Superintendent

Agreement Between Owner and Engineer

THIS AGREEMENT made as of this 26th day of January, 2015, between

OWNER: **Grand Haven Charter Township**
 13300 168th Avenue
 Grand Haven, MI 49417

and

ENGINEER: **Prein&Newhof, Inc.**
 4910 Stariha Drive
 Muskegon, MI 49441

FOR THE FOLLOWING PROJECT:

Provide design and construction engineering for the Hidden Creek Pump Station Improvements. Scope of project to include removal and replacement of existing pumps and motors with dry pit submersibles and interior piping modifications to allow for installation of the new pumps and motors. Existing controls to remain in the can station.

Subject to the foregoing, ENGINEER will provide professional engineering services for OWNER in connection with the Project and will serve as OWNER'S professional engineering representative on the Project. The ENGINEER will perform such services as expeditiously as is consistent with professional skill and care in the orderly progress of the Work.

The OWNER and ENGINEER agree as set forth below:

1. Services of ENGINEER.

See attached Professional Fees Worksheet dated January 21, 2015 for estimated breakdown of services as summarized below:

Establish construction plans, review station layout, construction specifications, contract documents, prepare permit applications (MDEQ), project administration, bidding assistance, award recommendation, construction observation, construction administration, project closeout.

2. Engineering Fees. OWNER agrees to pay the ENGINEER in accordance with the progress of the work. Services performed and expenses incurred by ENGINEER will be invoiced on a monthly basis. The invoice shall set forth the hours worked, expenses incurred and any subconsultant costs. Should full payment not be received within 30 days of the date of invoice, the amount due shall bear interest at the rate of one and one-half percent (1 1/2%) per month until paid, plus the cost of collection and attorney fees.

This is an hourly contract for time, material, and expenses with a cost not to exceed \$6,970 for design and \$4,620 for construction engineering.

3. Administration of the Construction Contract. ENGINEER will make visits to the site at intervals appropriate to the stages of construction to observe the work and become generally familiar with the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the contract documents. However, the ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

On the basis of such on-site observations, the ENGINEER shall keep the OWNER informed of the progress and quality of the Work and shall endeavor to guard the OWNER against defects and deficiencies in the Work of the CONTRACTOR. No certification by ENGINEER of pay requests or substantial completion shall be a warranty or representation that the CONTRACTOR'S work has been completed pursuant to the Contract Documents, rather it is a representation, based upon the ENGINEER'S periodic visits, that to the best of the ENGINEER'S knowledge the work claimed to have been done by the CONTRACTOR has been completed. A Resident Project Representative who is the authorized representative of ENGINEER will assist ENGINEER at the site during the construction phase. The Resident Project Representative will be ENGINEER'S agent or employee and under ENGINEER'S supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER.

The ENGINEER shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions and programs in connection with the Work, for the acts or omissions of the CONTRACTOR, Subcontractors, or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the contract documents.

4. Action on Submittals. The ENGINEER shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the work, and with the information given in the contract documents. The ENGINEER'S approval of a submittal is for compliance for general design compliance and is not to confirm the adequacy of the performance of the product submitted. Contractor and its suppliers remain fully responsible for the submittal being in compliance with the Construction Documents, for the quality of the work associated with the submittal and dimensional and performance issues related to the submittal.

5. OWNER'S Responsibilities.

- A. The OWNER shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project including such auditing services as the OWNER may require to verify the CONTRACTOR'S applications of payment or to ascertain how or for what purposes the Contract uses the monies paid by the OWNER.
- B. The OWNER is responsible for obtaining all easements necessary for performance of the work. OWNER is responsible for the preparation of all legal documents and title searches related to the easements, as well as recording such documents.
- C. The OWNER'S Agent shall provide access to the site including the necessary easements, and/or agreements with the State of Michigan and others.

- D. The OWNER shall furnish structural, mechanical, chemical, concrete, soils, compaction and other laboratory test or inspections.
- E. The OWNER shall determine the types of insurance coverage and the limits of coverage required for the project and the CONTRACTOR(S) which requirements are set forth in the Insurance Specifications. CONTRACTOR shall provide the required insurance information in a form acceptable to the OWNER as set forth in the Insurance Specifications. ENGINEER will forward the insurance information provided by the CONTRACTOR to OWNER for OWNER's review and approval.
6. Responsibility for Construction Cost. It is recognized that neither the ENGINEER nor the OWNER has control over the cost of labor, materials or equipment, over the CONTRACTOR'S methods of determining bid prices, or over competitive bidding or negotiating conditions. Accordingly, the ENGINEER cannot and does not warrant or represent that bids or negotiated prices will not vary from any cost estimate or evaluation prepared by the ENGINEER or OWNER.
7. Ownership and Use of Documents. Drawings and Specifications prepared for the Project are and shall remain the property of OWNER and ENGINEER. OWNER shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference. The Drawings and Specifications may be used by OWNER on other projects, for additions to this Project, for completion of this Project by others, or for other legitimate purposes, without further agreement from or compensation to ENGINEER. Any such reuse without written verification or adaptation by ENGINEER for the specific purpose intended in the reuse will be without liability to Engineer. OWNER'S ability to use Drawings and Specifications from this Project shall also apply to other drawings and specifications prepared by ENGINEER on other projects for OWNER, any contrary language in prior agreements between OWNER and ENGINEER notwithstanding. This language in this Agreement shall control over any contrary language in any prior agreements between OWNER and ENGINEER.
8. Electronic Data Files. The drawings and specifications will be submitted as electronic data files, which are intended to work only as described in this agreement. These files are compatible only with the application(s) and operation system(s) stated in the accompanying transmittal letter. The ENGINEER makes no representation as to the compatibility of these files beyond the specifications stated in the transmittal. The OWNER agrees to save and hold the ENGINEER harmless for uses of the file data outside or beyond the scope of this agreement.

Since data stored on electronic media can deteriorate undetected, the OWNER is responsible for determining the readability of the media upon receipt and has ten (10) calendar days from the dated transmittal to notify the ENGINEER if media is unreadable. Also, since data stored on electronic media can be modified and/or be used to generate additional data without the ENGINEER'S knowledge, any modifications made to the data and/or additional data generated from the original data by the OWNER'S will be at the OWNER'S own risk and will indemnify and save harmless the ENGINEER for any and all claims, losses, costs, damages, awards, or judgments arising from such modifications and/or additional data. The ENGINEER agrees that it is responsible for the accuracy of the sealed documentation(s) that accompany the submittal, and that such accuracy is defined as the care and skill ordinarily used by members of the ENGINEER'S profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, expressed or implied, under this agreement or otherwise, in connection with the ENGINEER'S services.

After completion of the Project and revision of the drawings, in accord with construction records, the

electronic files will be submitted to the OWNER for a 30-day acceptance period. During this period the OWNER may review and examine these files and any errors detected during this time will be corrected by the ENGINEER as part of the basic agreement. Any error corrections and/or changes requested after the acceptance period will be considered additional services to be performed on a time and materials basis, at the ENGINEER'S standard cost plus terms and conditions.

9. Limitation of Liability. Owner and persons claiming through OWNER agree to limit the liability of the ENGINEER, its agents and employees, for all claims arising out of, in connection with, or resulting from, the performance of services under this Contract to the amount of professional liability insurance carried by the ENGINEER.

The OWNER acknowledges that the ENGINEER is a corporation and agrees that any claim made by the OWNER arising out of any act or omission of any director, officer, or of the employee of the ENGINEER, in the execution or performance of this Agreement, shall be made against the ENGINEER and not against such director, officer, or employee.

The OWNER further acknowledges that the ENGINEER has not agreed to provide and is not responsible for safety precautions and programs in connection with the Project or the Work, including but not limited to signs, markings, barricades, temporary or permanent traffic control markings or devices, or temporary or permanent warning signs, devices, or markings.

10. Disclaimer of Warranties. Nothing contained in this Agreement shall require the ENGINEER to exercise professional skill and judgment greater than that which can be reasonably expected from other engineers performing similar services to those required hereunder. ENGINEER makes no warranties, expressed or implied.
11. Contractor's Insurance. OWNER will require the CONTRACTOR(S) responsible for construction to purchase insurance to cover claims asserted against or death caused by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. Such insurance shall also state that: "The coverage afforded the additional insureds shall be primary insurance for the additional insureds with respect to claims arising out of operations performed by or on behalf of the CONTRACTOR. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this insurance policy shall not be reduced by the existence of such other insurance."
12. Indemnity. (Prein&Newhof usually prepares the contract documents) OWNER will cause the following clause to be inserted in all construction contracts:

To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, damage, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

In any and all claims against the OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any Subcontractor, Supplier, or other individual or entity under worker's compensation acts, disability benefit acts, or other employee benefit acts.

The obligations of the CONTRACTOR under this Agreement shall not extend to the liability of the OWNER, and ARCHITECT/ENGINEER, their agents or employees, arising out of their sole negligence. The OWNER and ARCHITECT/ENGINEER shall be indemnified for their concurrent negligence.

13. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, administrative representatives, successors, and assigns. The Agreement may not be modified except in writing signed by the Party against whom a modification is sought to be enforced.
14. Termination for Cause. This contract may be terminated by either party with seven (7) days written notice to the other party if the other party fails to perform its obligations under this contract after being requested to do so. The ENGINEER shall be paid for its fees in accordance with this contract prior to termination.
15. Additional Services. Additional services, beyond the scope of the Contract will only be performed after there is a written agreement to do so with the total fee adjustment included.

WITNESSES:

OWNER:

By:

Its:

ENGINEER: PREIN&NEWHOF, INC.

By:

Its:

Grand Haven Charter Township, Hidden Creek Pump Station
 (Revised for pump and motor replacement only)

Professional Fees Billing Worksheet: January 21, 2015

	Total Cost
Design Engineering	
Design	
Project Planning and Project Administration	\$360.00
Site Review - Station Measurements	\$360.00
Electric Engineering Design	\$1,595.00
Pumping System Layout and Design	\$935.00
Construction Sequencing and Bypass Capacity Determination	\$230.00
Specifications	\$790.00
Drafting (Estimate 1 plan sheet)	\$1,495.00
Bidding Assistance	\$360.00
Bid Tabulation - Recommendation of Award	\$300.00
Contract Document Preparation - Insurance - Bond Review	\$315.00
QA/QC	\$230.00
Design Engineering Total:	\$6,970.00

Construction Engineering	
Preconstruction Meeting	\$360.00
Shop Drawing Review	\$345.00
Pay Applications (assuming 1)	\$230.00
Contract Administration (assuming 3 weeks construction)	\$1,580.00
Construction Observation	\$1,760.00
Record Plans/Closeout	\$345.00
Construction Engineering Review	\$4,620.00

Grand Total	\$11,590.00
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Community Development Memo

DATE: January 20, 2015
TO: Township Board
FROM: Fedewa
RE: Rezoning of Copper Stone PUD Parcels – R-2 to PUD

PROJECT DESCRIPTION

The proposed Copper Stone Planned Unit Development (PUD) consists of 74 single family dwellings on approximately 60 acres. It is located between Ferris and Lincoln Streets, and shares its eastern border with the Lincoln Pines Subdivision. Materials for review include:

1. PUD Application
2. Project Narrative
3. Site Plan (*includes utility plan*)
4. Landscape Plan (*includes lighting plan*)
5. Architectural Plans
6. Master Deed (*includes Bylaws, Condo Subdivision Plan, & Open Space Conveyance*)
7. Planning Commission's Recommendation (*meeting minutes*)



ZONING REQUIREMENTS	APPLICATION
Future Land Use = Medium Density Residential	PUD Residential with R-2 Zoning Requirements
5 Acre Minimum	59.73 Acres
25% Minimum Open Space	25.1% Open Space
200 Unit Maximum (<i>1 unit/13,000 sq ft</i>)	74 Single Family Dwellings (<i>Phase 1 = 45 lots</i>)
50 foot Front Setback	35 feet (<i>per Section 21.01.15</i>) – Compliant
Municipal Water	Included, as required
Municipal Sanitary Sewer	Included, as required
Landscaping	Included, as required
Lighting (<i>LZ2 Zone</i>)	Included, as required
Park Pavilion & Parking Spaces (<i>not required</i>)	Included as part of the PUD
Sidewalks (<i>not required</i>)	Included as part of the PUD
Wood Chip Walking Path – 7ft (<i>not required</i>)	Included as part of the PUD
Private Roads (<i>not required</i>)	66 foot ROW & 15 foot Roadway Width

STAFF REVIEW

Staff reviewed the Copper Stone Site Condominium PUD application for Rezoning Parcels 70-07-12-300-033 and 70-07-12-300-036 from R-2 Single Family Residential to Planned Unit Development (PUD) pursuant to the zoning Ordinance and the Future Land Use Map in the Master Plan and determined it complies with requirements, except for the following:

1. Approval and compliance with all requirements of the OCRC, OCWRC, and MDEQ. Copies of approvals and/or permits must be submitted to staff and made part of the file. No building permits shall be issued until all permits have been obtained.
2. Sidewalk shall be installed within 5 years of the first occupancy permit issued in Phase 1, or prior to the issuance of the first occupancy permit for Phase 2—whichever is later.
3. Individual certificates of occupancy shall not be granted until the sidewalk and landscaping for that unit is installed. Sidewalks and landscaping shall comply with the plan dated 12/30/2014.
4. Combine parcels 70-07-12-300-033 and 70-07-12-300-036.
5. The Developer shall enter into a PUD Contract with the Township. The Contract shall be reviewed and approved by the Township Board prior to final approval of the development.

6. The Developer shall enter into a Special Assessment Lighting District (SALD) Agreement with the Township. The Agreement and Resolution adopting the SALD shall be reviewed and approved by the Township Board prior to final approval of the development.
7. The Developer shall enter into a Special Assessment Agreement for private road maintenance with the Township. The Agreement shall be reviewed and approved by the Township Board prior to final approval of the development.

RECOMMENDATION

Based on the findings outlined above, staff recommends approval of the Copper Stone Site Condominium PUD application to Rezone Parcels 70-07-12-300-033 and 70-07-12-300-036 from R-2 Single Family Residential to Planned Unit Development (PUD) with conditions. If the Township Board agrees with the aforementioned recommendation, the following motion can be offered:

Motion by _____, supported by _____ to recommend to the Township Board postpone further action until February 9th on the proposed rezoning of parcels 70-07-12-300-033 and 70-07-12-300-036 from R-2 Single Family Residential to Planned Unit Development (PUD). This is the first reading.

Please contact me prior to the meeting if you have questions.

MEETING MINUTES
GRAND HAVEN CHARTER TOWNSHIP
PLANNING COMMISSION
JANUARY 5, 2015

I. CALL TO ORDER

Redick called the meeting of the Grand Haven Charter Township Planning Commission to order at 7:30 p.m.

II. ROLL CALL

Members present: Redick, Kieft, Robertson, Taylor, Reenders, & Wilson

Members absent: LaMourie, Kantrovich

Also present: Fedewa and Attorney Bultje

Without objection, Redick instructed Fedewa to record the minutes.

III. PLEDGE TO THE FLAG

IV. APPROVAL OF MINUTES

Without objection, the minutes of the December 1, 2014 meeting were approved.

V. CORRESPONDENCE

- Alan & Cheryl Slater – Copper Stone PUD

VI. PUBLIC COMMENTS ON AGENDA ITEMS ONLY

VII. PUBLIC HEARING

A. Copper Stone Site Condominiums PUD

Redick opened the Public Hearing at 7:32 p.m.

Fedewa provided an overview of the project through a memorandum dated December 31st.

Developer, represented by Jake Hogeboom, Engineer Zach Voogt, and Landscape Architect Jamie Wilson provided an overview of the project and answered questions from the Commissioners.

- Agreeable to add language to Master Deed prohibiting secondary access drives to main thoroughfare.
- Agreeable to voluntarily increase the landscape buffer along the adjoining lot owned by the Slater's. May add language to Master Deed requiring additional landscaping and/or a requirement to replace any trees that may be removed.

- Do not anticipate the Ottawa County Road Commission disapproving current design. Were verbally informed to mirror the Forest Park East entrance.

Public Comments Included:

Alan Slater – 13136 152nd Avenue:

- Concerned about a defined property line.
- Would like Developer to plant additional trees along their contiguous lot lines to increase the visual barrier, and buffer potential noise.

Dalen Mendiola – 14846 Ferris Street:

- Pump station and sewer easement across his property.
- Recently installed private septic system for the new single family residential construction.
- Questioned if he would be required to “tie-in” to the public sewer.

Redick closed the Public Hearing at 7:40 p.m.

VIII. OLD BUSINESS

A. Copper Stone Site Condominiums PUD

The proposed PUD was discussed by Commissioners, which included the prohibition of secondary access driveways to the main thoroughfares; landscape buffer requirements for adjoining private property versus private/public, or private/quasi-public; and Ottawa County Road Commission approval of the boulevard entrance that is aligned with Forest Park East.

Motion by Reenders, supported by Wilson to recommend to the Township Board approval with conditions of the Copper Stone Site Condominium Planned Unit Development located on parcels 70-07-12-300-033 and 70-07-12-300-036 based on the application meeting applicable PUD requirements and standards of the Grand Haven Charter Township Zoning Ordinance.

Approval of this development shall be conditioned upon the following:

1. Approval and compliance with all requirements of the OCRC, OCWRC, and MDEQ. Copies of approvals and/or permits must be submitted to staff and made part of the file. No building permits shall be issued until all permits have been obtained.
2. Sidewalk shall be installed within 5 years of the first occupancy permit issued in Phase 1, or prior to the issuance of the first occupancy permit for Phase 2—whichever is later.

3. Individual certificates of occupancy shall not be granted until the sidewalk and landscaping for that unit is installed. Sidewalks and landscaping shall comply with the plan dated 12/30/2014.
4. Require a financial guarantee for the completion of all improvements—pursuant to Section 14.0357 of the Subdivision Control Ordinance.
5. Combine parcels 70-07-12-300-033 and 70-07-12-300-036.
6. Include the conditions set forth by the Ottawa County Water Resources Commissioner in Section 8.9 of the Condominium Bylaws.
7. The Developer shall enter into a PUD Contract with the Township. The Contract shall be reviewed and approved by the Township Board prior to final approval of the development.
8. The Developer shall enter into a Special Assessment Lighting District (SALD) Agreement with the Township. The Agreement and Resolution adopting the SALD shall be reviewed and approved by the Township Board prior to final approval of the development.
9. The Developer shall enter into a Special Assessment Agreement for private road maintenance with the Township. The Agreement shall be reviewed and approved by the Township Board prior to final approval of the development.
10. Add language to the Master Deed prohibiting the creation of secondary access drives to the main thoroughfare. Additionally, no driveway permits shall be issued for access to the main thoroughfare.

Which motion carried.

REPORT

Pursuant to the provisions of the Grand Haven Charter Township (the “Township”) Zoning Ordinance (the “Zoning Ordinance”), the following report of the Grand Haven Charter Township Planning Commission (the “Planning Commission”) concerning an application by Jake Hogeboom (the “Developer”) for approval of a Copper Stone Site Condominium Planned Unit Development (the “Project” or the “PUD”).

The Project will consist of a medium density single-family residential development comprised of 74 dwelling units and qualifying open space for a total development area of about 59.73 acres. Phase 1 of the PUD shall include 45 lots. The Project as recommended for approval is shown on a final site plan, last revised 12/18/2014 (the “Final Site Plan”), presently on file with the Township.

The purpose of this report is to state the recommendation of the Planning Commission concerning the Project, the basis for the Planning Commission’s recommendation, and the Planning Commissions recommendation that the Copper Stone Site Condominium PUD be

approved as outlined in the above motion. The Developer shall comply with all of the documentation submitted to the Township for this Project. In recommending the approval of the proposed PUD application, the Planning Commission makes the following findings pursuant to Section 17.04.3 of the Zoning Ordinance:

1. The Project meets the site plan review standards of Section 23.06 of the Zoning Ordinance. Specifically, pursuant to Section 23.06.7, the Planning Commission finds as follows:
 - A. The uses proposed will not adversely affect the public health, safety, or welfare. Uses and structures located on the site take into account topography, size of the property, the uses on adjoining property and the relationship and size of buildings to the site.
 - B. The site will be developed so as not to impede the normal and orderly development or improvement of surrounding property for uses permitted in this ordinance.
 - C. Safe, convenient, uncontested, and well defined vehicular and pedestrian circulation is provided for ingress/egress points and within the site. Drives, streets and other circulation routes are designed to promote safe and efficient traffic operations within the site and at ingress/egress points.
 - D. The arrangement of public or private vehicular and pedestrian connections to existing or planned streets in the area are planned to provide a safe and efficient circulation system for traffic within the township.
 - E. Removal or alterations of significant natural features are restricted to those areas which are reasonably necessary to develop the site in accordance with the requirements of this Ordinance. The Planning Commission has required that landscaping, buffers, and/or greenbelts be preserved and/or provided to ensure that proposed uses will be adequately buffered from one another and from surrounding public and private property.
 - F. Areas of natural drainage such as swales, wetlands, ponds, or swamps are protected and preserved insofar as practical in their natural state to provide areas for natural habitat, preserve drainage patterns and maintain the natural characteristics of the land.
 - G. The site plan provides reasonable visual and sound privacy for all dwelling units located therein and adjacent thereto. Landscaping shall be used, as appropriate, to accomplish these purposes.
 - H. All buildings and groups of buildings are arranged so as to permit necessary emergency vehicle access as requested by the fire department.
 - I. All streets and driveways are developed in accordance with the Ottawa County Road Commission specifications, as appropriate.
 - J. Appropriate measures have been taken to ensure that removal of surface waters will not adversely affect neighboring properties or the public storm drainage system. Provisions have been made to accommodate storm water, prevent erosion and the formation of dust.

- K. Exterior lighting is arranged so that it is deflected away from adjacent properties and so it does not interfere with the vision of motorists along adjacent streets, and consists of sharp cut-off fixtures.
 - L. All loading and unloading areas and outside storage areas, including areas for the storage of trash, which face or are visible from residential districts or public streets, are screened.
 - M. Entrances and exits are provided at appropriate locations so as to maximize the convenience and safety for persons entering or leaving the site.
 - N. The site plans conforms to all applicable requirements of County, State, Federal, and Township statutes and ordinances.
 - O. The general purposes and spirit of this Ordinance and the Master Plan of the Township are maintained.
2. The Planning Commission finds the Project meets the intent for a PUD, as described in Section 17.01.3 of the Zoning Ordinance. By approving this Project as a PUD, the Township has been able to negotiate various amenities and design characteristics as well as additional restrictions with the Developer, which the Township would not have been able to negotiate if the PUD Chapter of the Zoning Ordinance was not used.
 3. Compared to what could have been constructed by right, the Project has been designed to accomplish the following objectives from Section 17.01.4 of the Zoning Ordinance:
 - A. The Project will encourage the use of land in accordance with its natural character and adaptability;
 - B. The Project will promote the conservation of natural features and resources through the preservation of required open space;
 - C. The Project will promote innovation in land use planning and development;
 - D. The Project will promote the enhancement of housing and traffic circulation for the residents of the Township;
 - E. The Project will promote greater compatibility of design and better use between neighboring properties;
 - F. The Project will promote more economical and efficient use of the land while providing harmonious variety of housing choices; and
 - G. The Project will promote the preservation of open space.
 4. The Project meets the following qualification requirements of Section 17.02 of the Zoning Ordinance:
 - A. The Project meets the minimum size of five (5) acres of contiguous land.
 - B. The Project exhibits significant natural features encompassing more than 25% of the land area, which will be preserved as a result of the PUD plan.
 - C. The PUD design substantially moves forward the Intent and Objectives of Section 17.01 of the Zoning Ordinance.
 5. The Planning Commission also finds the Project complies with the general PUD Design Considerations of Section 17.05 of the Zoning Ordinance:

- A. The storm water management system for the Project and the drainage facilities will properly accommodate storm water on the site, will prevent run off to adjacent properties, and are consistent with the Township's groundwater protection strategies.
- B. The Project will not interfere with or unduly burden the water supply facilities, the sewage collection and disposal systems, or other public services such as school facilities, park and recreation facilities, etc.
- C. Utility services within the Project shall be underground. This includes but is not limited to electricity, gas lines, telephone, cable television, public water and sanitary sewer.
- D. The internal road system in the Project is designed to limit destruction of existing natural vegetation and to decrease the possibility of erosion.
- E. Vehicular circulation, traffic and parking areas have been planned and located to minimize effects on occupants and users of the Project and to minimize hazards to adjacent properties and roadways.
- F. Parking requirements for each use have been determined to be in accordance with Chapter 24 (Parking, Loading Space, and Signs).
- G. Street lighting will be installed in the same manner as required under the Township's Subdivision Control Ordinance.
- H. Buildings in the Project have been sited to protect natural resources. Natural features such as natural grade, trees, vegetation, water bodies and others have been incorporated into the Final Site Plan.
- I. The predominant building materials have been found to be those characteristic of Grand Haven Charter Township such as brick, wood, native stone and tinted/textured concrete masonry units and/or glass products.
- J. Landscaping, natural features, open space and other site amenities have been located in the Project to be convenient for occupants of, and visitors to, the PUD.
- K. The Project is reasonably compatible with the natural environment of the site and the adjacent premises.
- L. The Project will not unduly interfere with the provision of adequate light or air, nor will it overcrowd land or cause an unreasonably severe concentration of population.
- M. Exterior lighting within the Project complies with Chapter 20A for an LZ2 zone.
- N. The Project will not have a substantially detrimental effect upon or substantially impair the value of neighborhood property, as long as all of the standards and conditions of this approval of the Project are satisfied.
- O. The Project is in compliance with all applicable Federal, State, County, and local laws and regulations. Any other permits for development that may be required by other agencies shall be available to the Township Board before construction is commenced.
- P. The Project provides adequate accessibility for a single family residential development with more than 24 dwelling units (*i.e., more than one separate*

access).

- Q. The driveways providing access to corner lots shall gain access from the lesser traveled of the two intersecting streets.
- R. The Project satisfies the minimum open space of 25 percent required by the Zoning Ordinance.
- S. The open space in the Project is large enough and properly dimensioned to contribute to the purpose and objectives of the PUD.
- T. The open space in the Project consists of contiguous land area which is restricted to non-development uses.
- U. The open space shall remain under common ownership or control.
- V. The open space shall be set aside by a means of conveyance approved by the Township Board, which conveyance satisfies the requirements of Section 17.05.5.G of the Zoning Ordinance.
- W. The Project does abut a single family residential district. The two developments consist of a natural feature transition consisting of woodlands and a ravine.
- X. The Project is consistent with the goals and objectives of the Master Land Use Plan. Specifically, it is consistent with the Master Plan designation of the property in question.

IX. NEW BUSINESS – Appointment of Officers

- A. **Without objection**, Redick was nominated and re-appointed as the Chairperson.
- B. **Without objection**, LaMourie was nominated and re-appointed as the Vice Chairperson.
- C. **Without objection**, Kantrovich was nominated and appointed as the Secretary.

X. REPORTS

- A. Attorney Report – None
- B. Staff Report – None
- C. Other – None

XI. EXTENDED PUBLIC COMMENTS ON NON-AGENDA ITEMS ONLY

XII. ADJOURNMENT

Without objection, the meeting adjourned at 8:03 p.m.

Respectfully submitted,



Stacey Fedewa

Acting Recording Secretary



GRAND HAVEN CHARTER TOWNSHIP

PLANNED UNIT DEVELOPMENT (PUD) APPLICATION

Fees

PUD located within the Township's Overlay District - \$310.00 plus a \$2,500.00 escrow*

PUD not located within the Township's Overlay District - \$300.00 plus a 1,500.00 escrow*

Applicant information

Name Jake Hogeboom
Phone 616-250-1412 Fax
Address @HomeRealty, 510 Miller Drive, Grand Haven, MI 49417

Owner information (If different from applicant)

Name
Phone Fax
Address

Property information

Address/Location
Parcel # 70-07-12-300-033 and 70-07-12-300-036
Subject Property size (acres) 59.73 acres (Include a survey with the legal description)
Zoning (current) R-2 Zoning requested PUD
Adjacent Zoning PUD RR/AG PUD RR
North South East West
Master Planned Zoning MDR Is Request Consistent with Township Master Plan? Yes
Does this property abut a Township border? No
Present use of the subject property overgrown tree farm, vacant
Proposed use of the subject property Single Family Residential
Number and type of existing structures on the subject property no existing structures
Is the subject property located on a paved road? Yes
Is municipal water located within 2,700 feet of the subject property? Yes
Is municipal sewer located within 2,700 feet of the subject property? Yes

NOTE: The architect, engineer, planner, or designer shall be responsible for utilizing the Township Ordinance Books and following the procedures and requirements as required by Chapter 17 and any other applicable ordinances. Initially, submit five copies of the required information for staff review. Once staff has granted tentative approval, additional copies will be required as requested by staff.

If approval of this application requires/includes the extension of a municipal sanitary sewer main, an additional \$5,000.00 escrow fee shall be required, and an additional \$2,000.00 escrow fee shall be required for the installation of a lift station.

I hereby attest that the information on this application form is, to the best of my knowledge, true and accurate.

Signature of Applicant

Date 10/29/14

* To cover cost of legal and consulting fees, may be increased as necessary

Notice

IF I PLAN TO SPLIT THE PARCEL(S) AFTER THE ZONING APPROVALS ARE GRANTED, I REALIZE THAT I MUST APPLY FOR A LAND DIVISION WITH THE ASSESSING DEPARTMENT. ALL LAND DIVISION REQUIREMENTS MUST BE CONFORMED TO BEFORE PROCEEDING WITH FURTHER DEVELOPMENT.

Signed _____ Date _____

For Office Use Only

Date Received _____

Fee Paid? _____

Materials Received: Site Plans _____

Location Map _____

Survey _____

Legal Description _____

Dated copy of approved minutes sent to applicant? _____ *Date Sent* _____

August 26, 2014

Re: Copper Stone PUD

Ms. Stacey Fedewa - Planner
Grand Haven Charter Township
13300 168th Avenue
Grand Haven, Michigan 49417

Dear Ms. Fedewa:

Enclosed with this project narrative please find 14 copies of a site plan for the proposed Copper Stone PUD located in Section 12, T7N, R16W, Grand Haven Township, Ottawa County, Michigan. The proposed PUD will include 75 single family homes and will be developed as a site condominium.

Property Description:

The site of the proposed PUD includes 59.73 acres on parcels number 70-07-12-300-036 and 70-07-12-300-033 described as:

Part of the Southwest one-quarter of the Section 12, Town 7 North, Range 16 West, Grand Haven Township, Ottawa County, Michigan, described as: **BEGINNING** on the East-West one-quarter line of said Section 12 at a point being South 89°05'58" East 671.12 feet from the West one-quarter of said Section 12; thence South 89°05'58" East 1056.49 feet along said one-quarter line; thence South 00°06'52" East 631.43 feet parallel with North-South one-quarter line of said section; thence South 89°06'55" East 650.68 feet parallel with said East-West one-quarter line; thence South 00°06'52" East 680.37 feet parallel with said North-South one-quarter line; thence South 28°13'59" East 541.57 feet; thence North 89°12'38" West 959.07 feet along the North line of the South 862.57 feet of the East one-half of the Southwest one-quarter of said Section; thence South 00°06'52" East 812.67 feet along the West line of the East 1010.00 feet of the East one-half of the Southwest one-quarter of said Section; thence North 89°12'38" West 334.81 feet along the North line of the South 50.00 feet of the Southwest one-quarter of said Section; thence North 00°03'25" West 1299.22 feet along the West line of the East one-half of the Southwest one-quarter of said Section; thence North 89°12'38" West 671.76 feet parallel with the South line of said Section; thence North 00°01'43" West 1302.14 feet along the West line of the East one-half of the West one-half at the Southwest one-quarter of said Section to the place of beginning.

Site Topography and Grading:

The property was historically farmed for Christmas trees but has since grown up and is no longer farmed. A large ravine defines the east edge of the site and the west edge is adjacent to the Berg County Drain. The center portion of the property where the majority of the PUD construction is proposed is relatively flat. Site soils consist of sand which is dry to a depth of about 15' across most of the site. Earthwork required for road construction will be minimal. The private road centerline grades will be relatively flat with grades only as required for drainage. Site grading will be required to create the storm water detention areas shown on the plan. It is anticipated that all existing soils will remain on site.

Site Utilities:

The PUD will be served with public water and sanitary sewer which will be located in easements to the Township. Sanitary sewer will be extended to the property west of the site for future service. Private utilities including gas, electric, phone and cable TV will be located underground in easements adjacent to the private road easement.

Stormwater Design:

Stormwater detention volume will be designed for the 100-year storm event per Ottawa County Water Resources Commission requirements. Final design of the storm water system will include consideration of the site's highly permeable sandy soils and groundwater recharge.

PUD Qualifying Factors:

Qualifying factors for the PUD include the parcel being larger than 5 acres and the preservation of more than 25% of the development as open space. This open space is designed to be contiguous and will have access from the rest of the development. The open space encompasses the large ravine at the east edge of the site which is seasonally wet, as well as a large area adjacent to Lincoln Street which contains thick woods and low areas adjacent to the Berg Drain.

Departures from R-2 Zoning:

A minimum front yard setback of 35' is requested as opposed to 50' per the Zoning Ordinance.

House Architecture:

The overall desire for this development is for a higher end home. There will be a strong architecture committee to review all of the potential homes.

Landscaping:

Landscaping for the development will include preservation of existing quality trees where possible. Street trees will be also installed along the private roads. The site entrances will be landscaped with high end landscaping and masonry entrance signs.

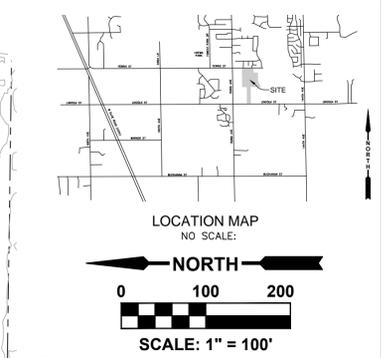
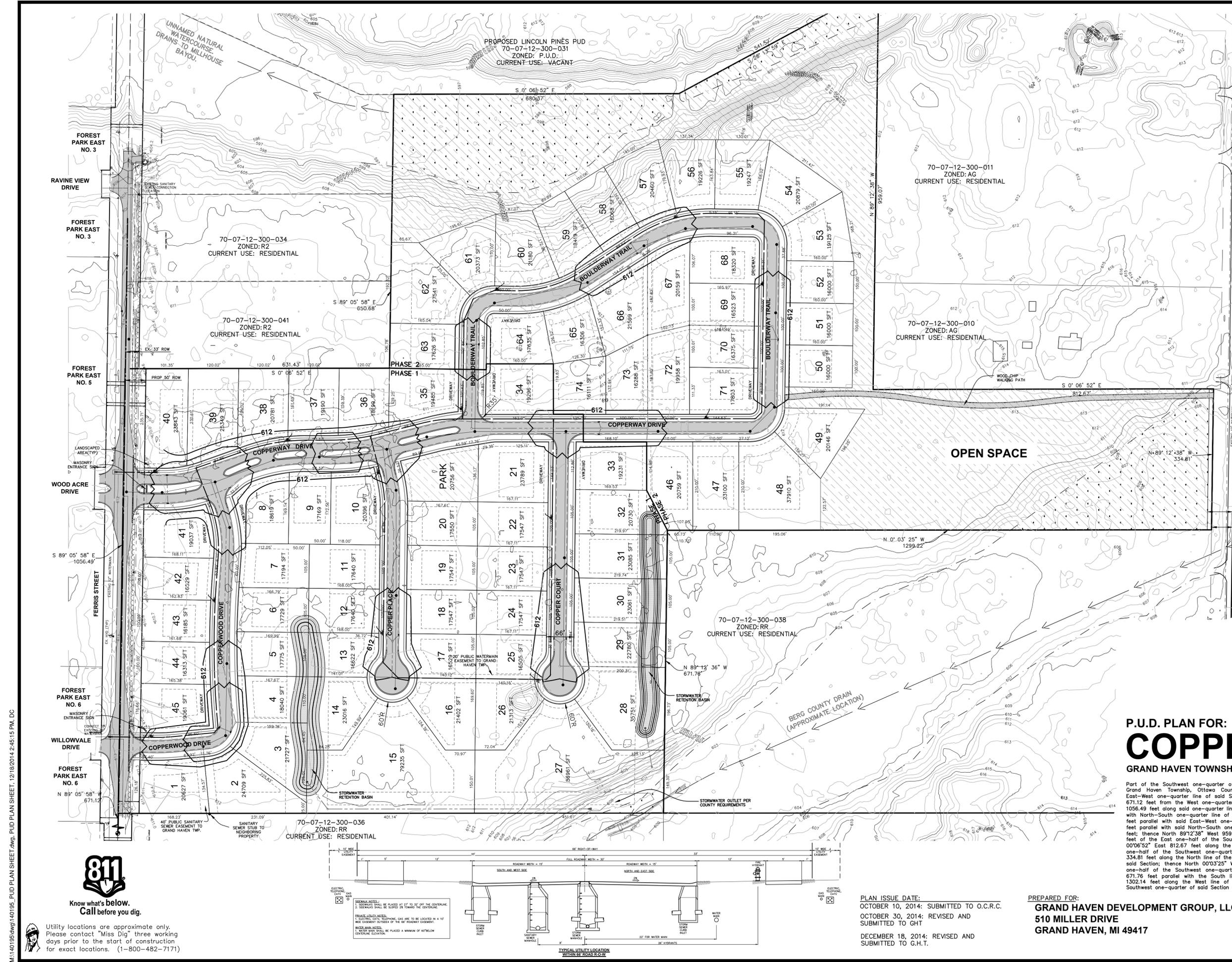
Anticipated Development Schedule:

The developer anticipates constructing the development in a single phase beginning in the spring of 2015. Some amount of tree clearing may be performed during the winter as conditions allow. Home construction will occur as units within the PUD are sold.

We look forward to reviewing the project with you soon. If you have any questions or require any additional information regarding the project, please contact me.

Sincerely,

Jake Hogeboom



SITE SUMMARY
 CURRENT ZONING: R-2
 SITE AREA: 59.73 ACRES

REQUESTED PUD ZONING: 13,000 SFT
MINIMUM LOT AREA: 80 FEET
MINIMUM LOT WIDTH: 35 FEET
FRONT SETBACK: 25'/10' MINIMUM
SIDE SETBACK: 50 FEET
REAR SETBACK: 74 SINGLE FAMILY LOTS
PLAN DENSITY: 14.98 ACRES (25.1%)
OPEN SPACE: 5,150 LINEAL FEET
PRIVATE ROAD: 5 ACRES
TOTAL BLDG. FOOTPRINT: 5 ACRES

- GENERAL NOTES:**
1. DEVELOPMENT TO BE SERVED BY PUBLIC SANITARY SEWER WHICH SHALL BE DESIGNED IN ACCORDANCE WITH GRAND HAVEN TOWNSHIP STANDARDS, OTTAWA COUNTY ROAD COMMISSION REQUIREMENTS, AND MDEQ REQUIREMENTS.
 2. DEVELOPMENT TO BE SERVED BY PUBLIC WATERMAIN WHICH SHALL BE DESIGNED IN ACCORDANCE WITH GRAND HAVEN TOWNSHIP STANDARDS, OTTAWA COUNTY ROAD COMMISSION REQUIREMENTS, AND MDEQ REQUIREMENTS.
 3. STORM SEWERS LOCATED OUTSIDE OF THE ROADWAY WILL BE IN 20' WIDE EASEMENTS CONVEYED TO THE COPPER STONE DRAINAGE DISTRICT.
 4. STORM WATER MANAGEMENT TO BE APPROVED BY THE OTTAWA COUNTY WATER RESOURCES COMMISSION. STORM WATER AND STORM SEWER EASEMENTS WILL BE CONVEYED TO THE COPPER STONE DRAINAGE DISTRICT.
 5. ALL ROADS WILL BE PRIVATE AND WILL BE CONSTRUCTED TO OTTAWA COUNTY ROAD COMMISSION CONSTRUCTION SPECIFICATIONS. PARCELS ON FERRIS STREET SHALL NOT HAVE DIRECT INGRESS/EGRESS ACCESS TO FERRIS STREET.
 6. DRIVEWAY LOCATIONS TO CORNER PARCELS MUST BE FROM THE LESSER TRAVELED STREET.
 7. THE FRONT YARD OF A CORNER LOT IS ON THE SIDE WITH THE LEAST AMOUNT OF FRONTAGE.
 8. SITE STREET LIGHTING TO BE INSTALLED AND OPERATED BY A LIGHT DISTRICT MADE UP OF THE PROPERTIES WITHIN THE DEVELOPMENT.

- PROPOSED WATERMAIN
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- WETLAND LIMITS

BENCHMARKS:

B.M. #1 - ELEVATION 613.16
 NAIL IN NORTH FACE OF POWER POLE, 30' SOUTH OF CENTERLINE 125' EAST OF WILLOWVALE DRIVE

B.M. #2 - ELEVATION 611.64
 NAIL IN NORTH FACE OF POWER POLE, 30' SOUTH OF CENTERLINE 125' EAST OF WILLOWVALE DRIVE

B.M. #3 - ELEVATION 612.09
 NAIL IN NORTH FACE OF POWER POLE, 30' SOUTH OF CENTERLINE 100' EAST OF WOODACRE DRIVE

P.U.D. PLAN FOR:
COPPER STONE
 GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN

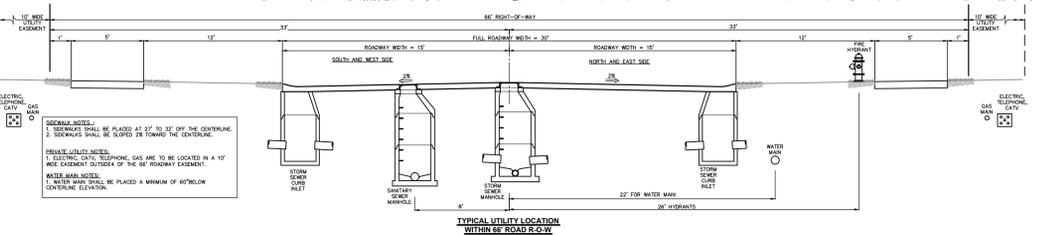
Part of the Southwest one-quarter of the Section 12, Town 7 North, Range 16 West, Grand Haven Township, Ottawa County, Michigan, described as: BEGINNING on the East-West one-quarter line of said Section 12 at a point being South 89°05'58" East 671.12 feet from the West one-quarter of said Section 12; thence South 89°05'58" East 1056.49 feet along said one-quarter line; thence South 00°06'52" East 631.43 feet parallel with North-South one-quarter line of said section; thence South 89°06'58" East 650.68 feet parallel with said East-West one-quarter line; thence South 00°06'52" East 680.37 feet parallel with said North-South one-quarter line; thence South 28°13'59" East 541.57 feet; thence North 89°12'38" West 959.07 feet along the North line of the South 862.57 feet of the East one-half of the Southwest one-quarter of said Section; thence South 00°06'52" East 812.67 feet along the West line of the East 1010.00 feet of the East one-half of the Southwest one-quarter of said Section; thence North 89°12'38" West 334.81 feet along the North line of the South 50.00 feet of the Southwest one-quarter of said Section; thence North 00°03'25" West 1299.22 feet along the West line of the East one-half of the Southwest one-quarter of said Section; thence North 89°12'38" West 671.76 feet parallel with the South line of said Section; thence North 00°14'31" West 1302.14 feet along the West line of the East one-half of the West one-half of the Southwest one-quarter of said Section to the place of beginning.

M:\140195\dwg\140195_PUD PLAN SHEET.dwg, PUD PLAN SHEET, 12/18/2014 2:45:15 PM, DC



Know what's below.
 Call before you dig.

Utility locations are approximate only. Please contact "Miss Dig" three working days prior to the start of construction for exact locations. (1-800-482-7171)



PLAN ISSUE DATE:
 OCTOBER 10, 2014: SUBMITTED TO O.C.R.C.
 OCTOBER 30, 2014: REVISED AND SUBMITTED TO GHT
 DECEMBER 18, 2014: REVISED AND SUBMITTED TO G.H.T.

PREPARED FOR:
 GRAND HAVEN DEVELOPMENT GROUP, LLC
 510 MILLER DRIVE
 GRAND HAVEN, MI 49417

PREPARED BY:
MOORE & BRUGGINK, INC.
 Consulting Engineers
 2020 Monroe Avenue N.W.
 Grand Rapids, Michigan 49505-6298
 Phone: (616) 363-9801 Web: www.mbce.com

PREPARED FOR:

@HomeRealty Lakeshore
Jake Hogeboom

510 Miller Drive
Grand Haven, MI 49417
Phone: 616.935.9000

REVISIONS:

Title	PUD Submission	V. Date
Drawn: JM	Checked: JW	S. Date: 12.24.14
Title: PUD Resubmission	V. Date:	
Drawn: JM	Checked: JW	S. Date: 12.30.14

COPPER STONE
Overall Landscape Plan
PART OF THE SOUTHWEST 1/4 OF SECTION 12, T7N, R16W,
GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN

STAMP:

PROJECT NO:
14201719

SHEET NO:
L-101

SHEET: 1 OF 3

LANDSCAPE NOTES

PLANTING NOTES:

- 1) ALL PLANT MATERIAL SHALL BE LOCALLY NURSERY GROWN NO. 1 GRADE AND INSTALLED ACCORDING TO ACCEPTED PLANTING PROCEDURES. ALL PLANT MATERIALS SHALL MEET CURRENT AMERICAN ASSOCIATION OR NURSERYMEN STANDARDS. DO NOT PLANT MATERIALS UNTIL DIRECTED BY OWNER, LANDSCAPE ARCHITECT, AND/OR CONSTRUCTION MANAGER. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL FOR ANY REASON BEFORE OR AFTER IT IS INSTALLED.
- 2) SIZES SPECIFIED ARE MINIMUM SIZES TO WHICH THE PLANTS ARE TO BE INSTALLED.
- 3) ANY PLANT SUBSTITUTIONS SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT.
- 4) MAINTENANCE OF LANDSCAPING ITEMS, TREES, AND PLANTS SHALL BE PERFORMED BY THE PROPERTY OWNER OR A QUALIFIED PROFESSIONAL. ALL LANDSCAPING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH APPLICABLE MUNICIPAL STANDARDS AND IN ACCORDANCE WITH CURRENT INDUSTRY STANDARDS IN A NEAT, HEALTHY AND WEED FREE CONDITION. ANY DEAD, DISEASED OR DAMAGED PLANT MATERIALS ARE TO BE REPLACED IMMEDIATELY AFTER NOTIFIED TO DO SO.
- 5) PLANT TREES AND SHRUBS IN ACCORDANCE WITH PLANTING DETAILS. DIG TREE PITS PER DETAILS. PLANT TREES AND SHRUBS AT THE SAME GRADE LEVEL AT WHICH THEY WERE GROWN AT THE NURSERY. IF HEAVY CLAY SOILS ARE EVIDENT, PLANT TREES AND SHRUBS HIGHER APPROX. 1/4 OF THE ROOT BALL ABOVE GRADE, AND BACKFILL TO TOP OF ROOT BALL.
- 6) REMOVE ALL TWINE, WIRE, NURSERY TREE GUARDS, TAGS AND INORGANIC MATERIAL FROM ROOT BALLS. REMOVE THE TOP 1/3 OF BURLAP FROM EARTH BALLS AND REMOVE BURLAP FROM AROUND TRUNK.
- 7) FINELY SHREDDED HARDWOOD BARK MULCH, NATURAL COLOR (NON-COLORED), IS REQUIRED FOR ALL PLANTINGS AND PLANTING BEDS. MULCH PER PLANTING DETAILS. MULCH IN PLANT BEDS SHALL BE 3" THICK AT TIME OF INSPECTION AND AFTER COMPACTED BY RAIN OR IRRIGATION. ALL PLANTING BEDS SHALL BE EDGED WITH 6" X 12 GAUGE STEEL LANDSCAPE EDGING.
- 8) LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF ALL UNDERGROUND AND OVERHEAD UTILITIES. IF A CONFLICT WITH UTILITIES EXIST, NOTIFY OWNER/CONSTRUCTION MANAGER PRIOR TO PLANTING.
- 9) PLANT MATERIAL SHALL BE GUARANTEED FOR ONE YEAR AFTER PLANTING AND ACCEPTANCE.
- 10) ROOT BARRIER TO BE INSTALLED PARALLEL TO ALL HARD SURFACES WHEN STREET TREES ARE PLANTED WITHIN FIVE (5) FEET OF SAID PAVEMENT.

TOPSOIL AND SOD NOTES:

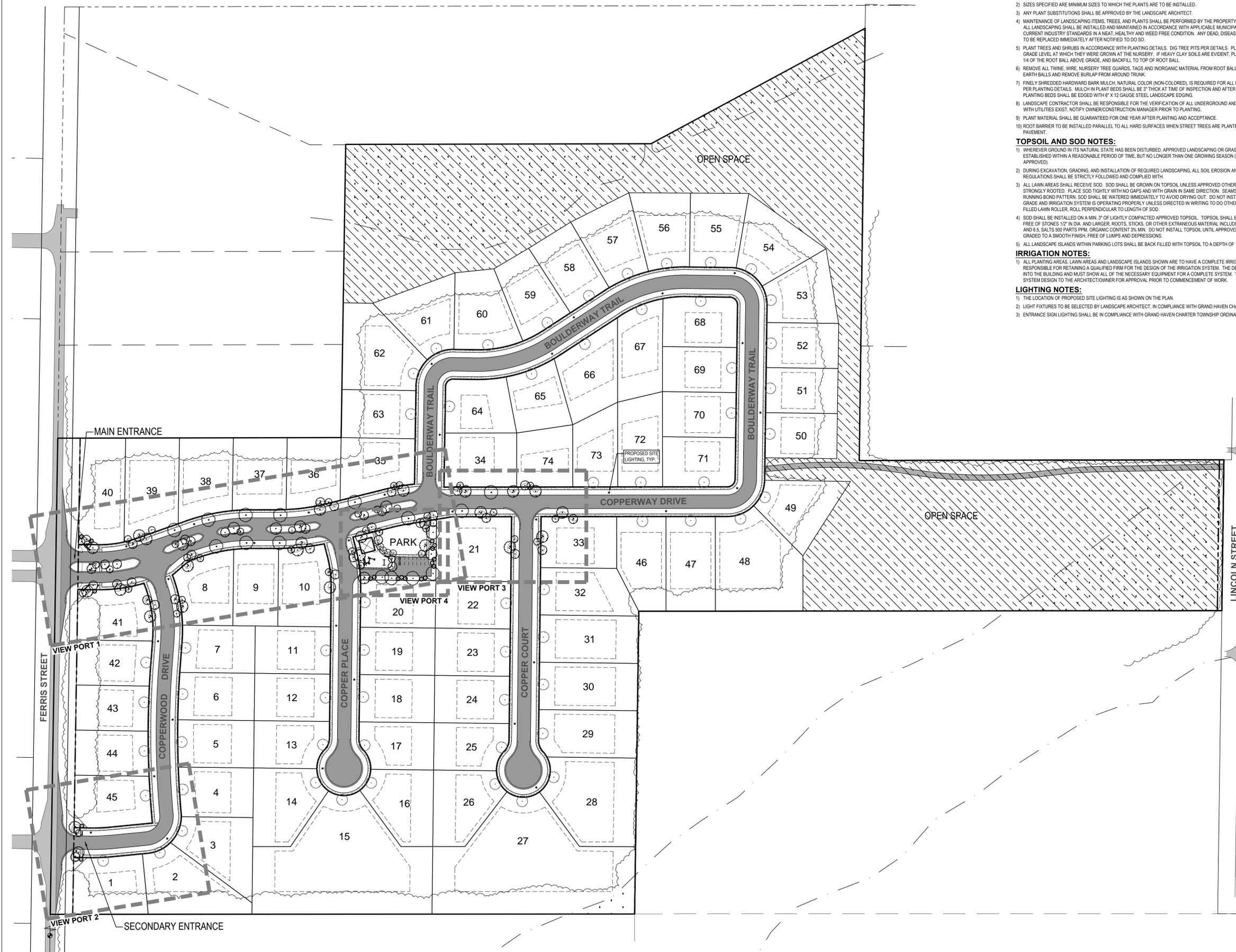
- 1) WHEREVER GROUND IN ITS NATURAL STATE HAS BEEN DISTURBED, APPROVED LANDSCAPING OR GRASS SHALL BE FULLY INSTALLED, AND ESTABLISHED WITHIN A REASONABLE PERIOD OF TIME, BUT NO LONGER THAN ONE GROWING SEASON (UNLESS OTHERWISE NOTED AND APPROVED).
- 2) DURING EXCAVATION, GRADING, AND INSTALLATION OF REQUIRED LANDSCAPING, ALL SOIL EROSION AND SEDIMENTATION CONTROL REGULATIONS SHALL BE STRICTLY FOLLOWED AND COMPLIED WITH.
- 3) ALL LAWN AREAS SHALL RECEIVE SOD. SOD SHALL BE GROWN ON TOPSOIL UNLESS APPROVED OTHERWISE. SOD SHALL BE 2 YEARS OLD AND STRONGLY ROOTED. PLACE SOD TIGHTLY WITH NO GAPS AND WITH GRAIN IN SAME DIRECTION. SEAMS OF SOD SHALL BE STAGGERED IN A RUNNING BOND PATTERN. SOD SHALL BE WATERED IMMEDIATELY TO AVOID DRYING OUT. DO NOT INSTALL SOD UNTIL ACCEPTANCE OF FINISH GRADE AND IRRIGATION SYSTEM IS OPERATING PROPERLY UNLESS DIRECTED IN WRITING TO DO OTHERWISE. FINISH ROLL SOD WITH A WATER-FILLED LAWN ROLLER, ROLL PERPENDICULAR TO LENGTH OF SOD.
- 4) SOD SHALL BE INSTALLED ON A MIN. 3" OF LIGHTLY COMPACTED APPROVED TOPSOIL. TOPSOIL SHALL BE FERTILE, SCREENED, FRIABLE TOPSOIL FREE OF STONES 1/2" IN DIA. AND LARGER, ROOTS, STICKS, OR OTHER EXTRANEIOUS MATERIAL INCLUDING NOXIOUS PLANTS. PH BETWEEN 6.0 AND 6.5. SALTS 300 PARTS PPM. ORGANIC CONTENT 3% MIN. DO NOT INSTALL TOPSOIL UNTIL APPROVED BY OWNER/G.C. TOPSOIL SHALL BE FINE GRADED TO A SMOOTH FINISH, FREE OF LUMPS AND DEPRESSIONS.
- 5) ALL LANDSCAPE ISLANDS WITHIN PARKING LOTS SHALL BE BACK FILLED WITH TOPSOIL TO A DEPTH OF 18".

IRRIGATION NOTES:

- 1) ALL PLANTING AREAS, LAWN AREAS AND LANDSCAPE ISLANDS SHOWN ARE TO HAVE A COMPLETE IRRIGATION SYSTEM. THE G.C. SHALL BE RESPONSIBLE FOR RETAINING A QUALIFIED FIRM FOR THE DESIGN OF THE IRRIGATION SYSTEM. THE DESIGN MUST SHOW HOW THE SYSTEM TIES INTO THE BUILDING AND MUST SHOW ALL OF THE NECESSARY EQUIPMENT FOR A COMPLETE SYSTEM. THE G.C. SHALL SUBMIT THE IRRIGATION SYSTEM DESIGN TO THE ARCHITECT/OWNER FOR APPROVAL PRIOR TO COMMENCEMENT OF WORK.

LIGHTING NOTES:

- 1) THE LOCATION OF PROPOSED SITE LIGHTING IS AS SHOWN ON THE PLAN.
- 2) LIGHT FIXTURES TO BE SELECTED BY LANDSCAPE ARCHITECT, IN COMPLIANCE WITH GRAND HAVEN CHARTER TOWNSHIP LIGHTING ORDINANCES.
- 3) ENTRANCE SIGN LIGHTING SHALL BE IN COMPLIANCE WITH GRAND HAVEN CHARTER TOWNSHIP ORDINANCE SECTION 20A.5.



LEGEND

- EXISTING TREES TO REMAIN
- PROPOSED SITE LIGHTING
- FUTURE CANOPY TREE
- "FUTURE CANOPY TREE TO BE PLANTED, IRRIGATED, AND MAINTAINED BY INDIVIDUAL LOT OWNER PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY FOR ASSOCIATED SINGLE FAMILY RESIDENCE ON SAME LOT."



0' 50' 100' 200'
SCALE: 1" = 100'



NOTE: UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

NOTE: EXISTING UTILITIES AND SERVICE LINES IDENTIFIED AS "PLANNED" WERE OBTAINED FROM AVAILABLE CITY AS-BUILT RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND STATUS OF ALL UTILITIES AND SERVICE LINES PRIOR TO NEW CONNECTIONS.

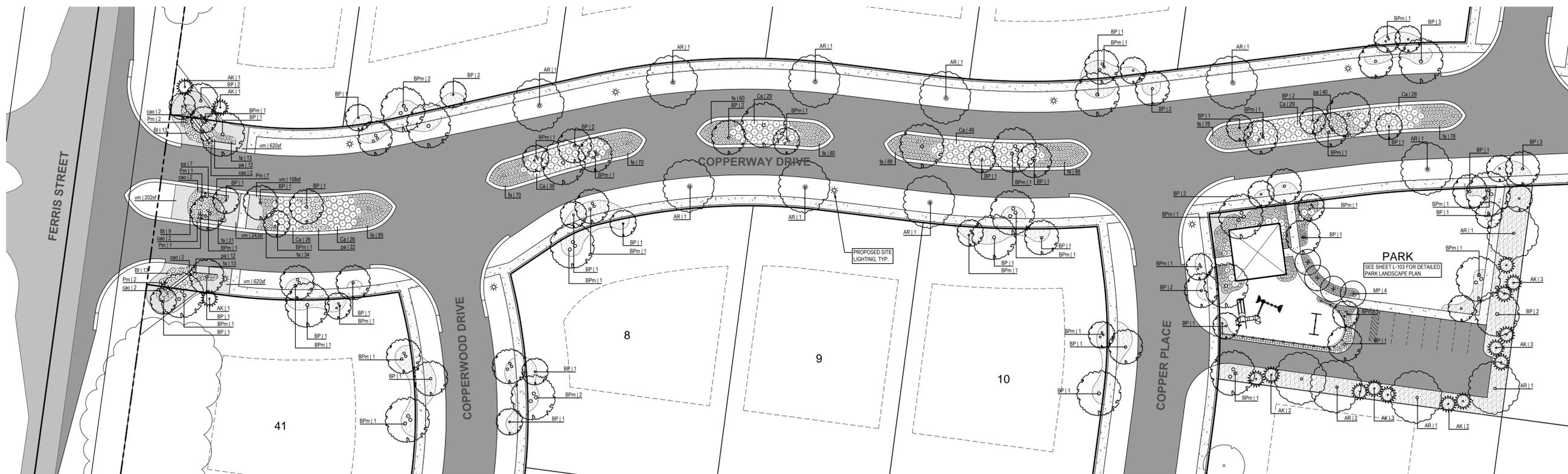
PREPARED FOR:

@HomeRealty Lakeshore
Jake Hogeboom

510 Miller Drive
Grand Haven, MI 49417
Phone: 616.935.9000

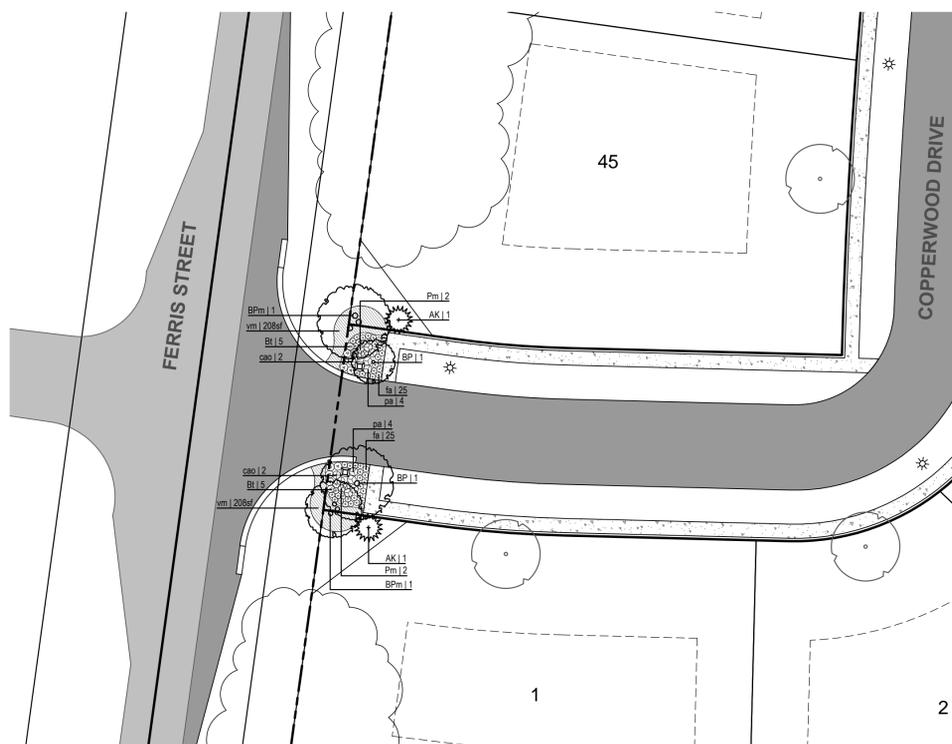
REVISIONS:

Title	Submittal	V. Date
Drawn: JM	Checked: JW	S. Date: 12.24.14
Title: PUD Resubmission <td>V. Date: <td></td> </td>	V. Date: <td></td>	
Drawn: JM	Checked: JW	S. Date: 12.30.14



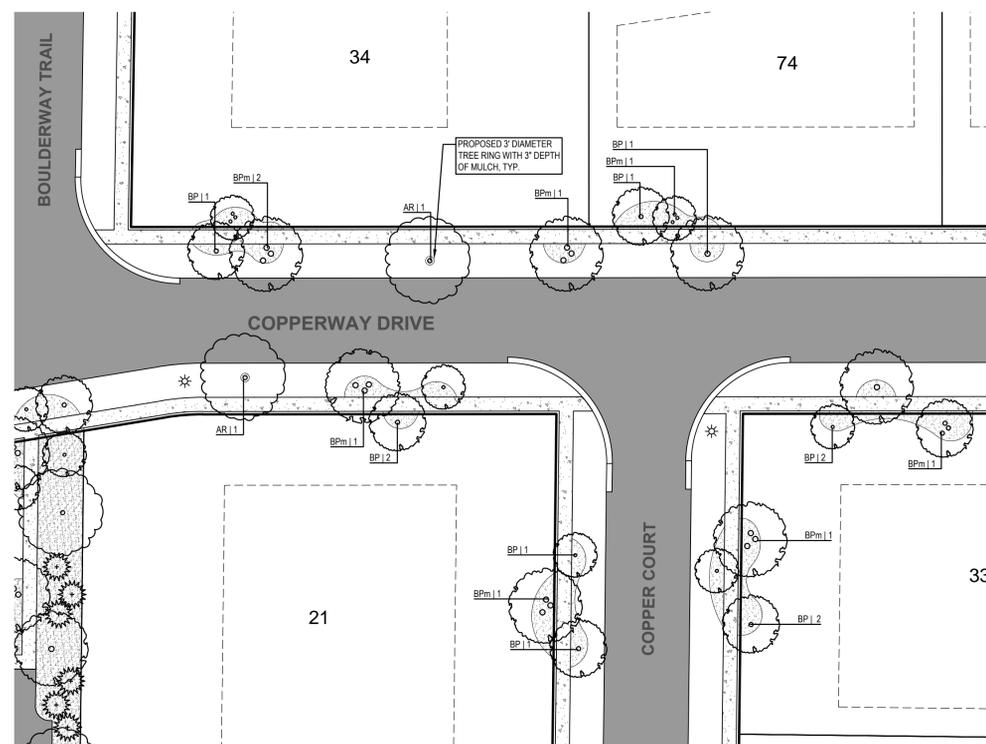
VIEW PORT 1

SCALE: 1" = 30'



VIEW PORT 2

SCALE: 1" = 30'



VIEW PORT 3

SCALE: 1" = 30'

LANDSCAPE LEGEND / SCHEDULE

TREES					
SYMBOL	KEY	QUANTITY	SCIENTIFIC NAME	COMMON NAME	SIZE
	AK	18	Abies koronana	Korean Fir	12' hgt. avg.
	AR	16	Acer rubrum 'Frankred'	Red Sunset Red Maple	3 1/2" cal. min.
	BP	66	Betula papyrifera	Paper Birch	1 1/2" cal. 2 1/2" cal. 3 1/2" cal.
	BPm	42	Betula papyrifera multi-stemmed	Multi-stemmed Paper Birch	1 1/2" cal. 2 1/2" cal. 3 1/2" cal.
	MP	4	Malus 'Prairifire'	'Prairifire' Flowering Crabapple	3" cal. min.
SHRUBS					
SYMBOL	KEY	QUANTITY	SCIENTIFIC NAME	COMMON NAME	SIZE
	Bt	47	Berberis thunbergii 'Crimson Pygmy'	'Crimson Pygmy' Dwarf Japanese Barberry	3 gal.
	Ca	227	Cornus alba 'Bailehald'	Ivory Halo Dogwood	3 gal.
	Pm	17	Pinus mugo 'Mops'	Dwarf Mountain Pine	3 gal.
PERENNIALS & ORNAMENTAL GRASSES					
SYMBOL	KEY	QUANTITY	SCIENTIFIC NAME	COMMON NAME	SIZE
	cao	16	Calamagrostis x acutiflora 'Overdam'	Variegated Reed Grass	1 gal.
	fa	804	Festuca amethystina 'Superba'	'Superba' Large Blue Fescue	1 gal.
	pa	101	Perovskia atriplicifolia	Russian Sage	1 gal.
GROUND COVER					
SYMBOL	KEY	QUANTITY	SCIENTIFIC NAME	COMMON NAME	SIZE
	bm	As Needed ⁽¹⁾	N/A	Bark Mulch	3" depth
	pp	As Needed ⁽²⁾	Poa pratensis	Kentucky Bluegrass Sod	Roll
	vm	As Needed ⁽³⁾	Vinca minor	Lesser Periwinkle	Flat

(1) All areas shown programmed as bark mulch shall receive mulch to a depth of 3". All areas programmed as planting beds shall receive equivalent treatment.
(2) All areas not otherwise programmed shall be planted with Kentucky Bluegrass sod.
(3) All areas programmed as Vinca Minor shall be planted with spacing of 10"-14".



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COPPER STONE
Entrance Landscape Plans

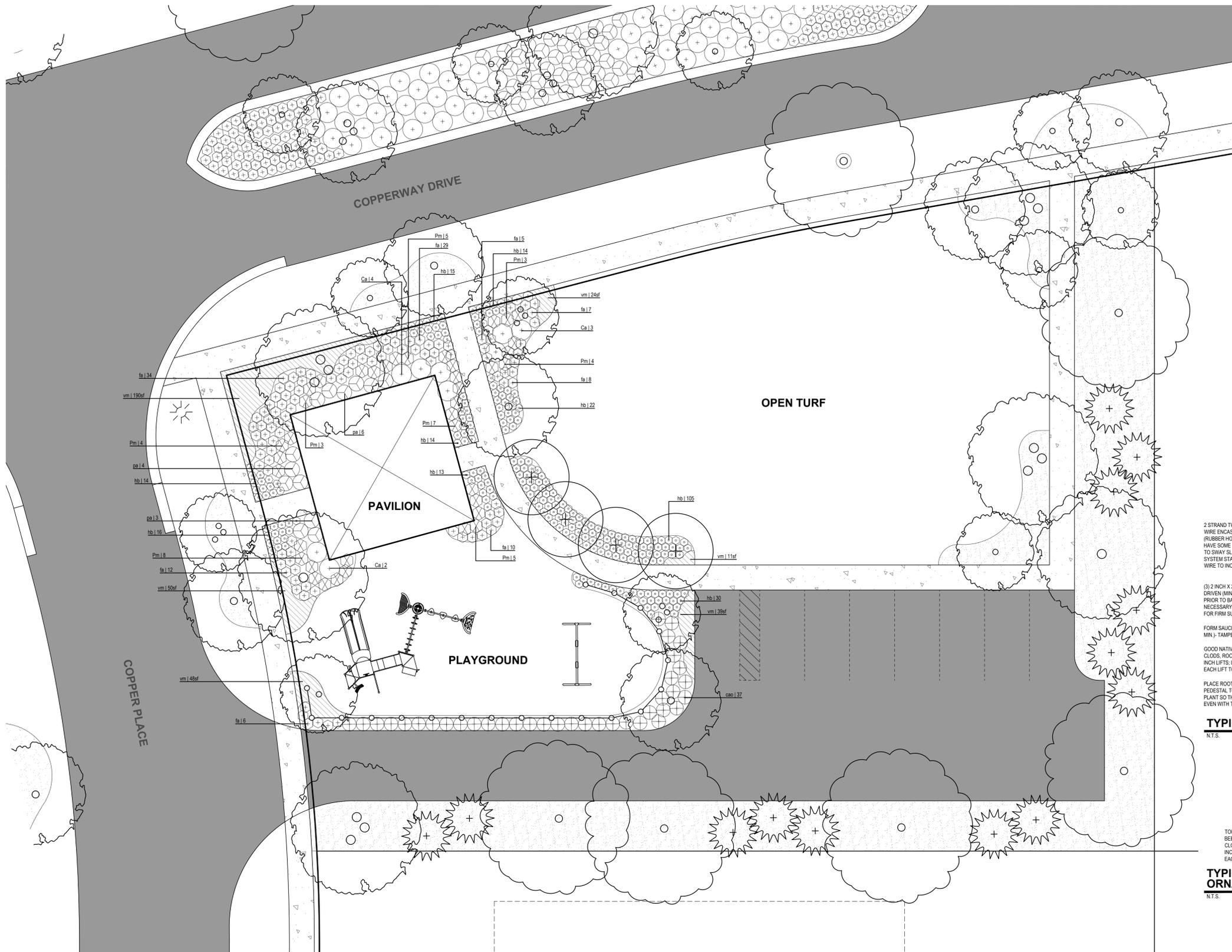
PART OF THE SOUTHWEST 1/4 OF SECTION 12, T7N, R16W,
GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN

STAMP:

PROJECT NO:
14201719

SHEET NO:
L-102

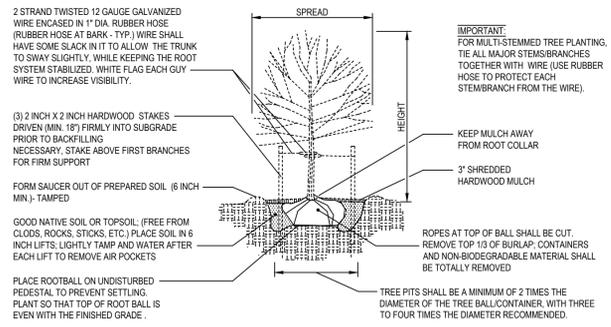
SHEET: 2 OF 3



LANDSCAPE LEGEND / SCHEDULE

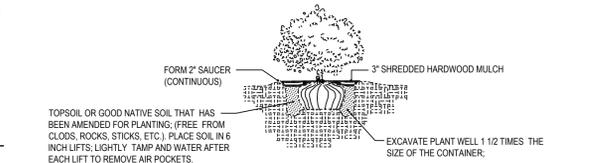
TREES					
SYMBOL	KEY	QUANTITY	SCIENTIFIC NAME	COMMON NAME	SIZE
SEE SHEET L-102 FOR PARK TREE QUANTITIES					
SHRUBS					
SYMBOL	KEY	QUANTITY	SCIENTIFIC NAME	COMMON NAME	SIZE
○	Ca	9	Cornus alba 'Baltho'	Ivory Halo Dogwood	3 gal.
⊙	Pm	39	Pinus mugo 'Mops'	Dwarf Mountain Pine	3 gal.
PERENNIALS & ORNAMENTAL GRASSES					
SYMBOL	KEY	QUANTITY	SCIENTIFIC NAME	COMMON NAME	SIZE
⊕	cao	37	Calamagrostis x acutiflora 'Overstar'	Variiegated Reed Grass	1 gal.
○	fa	111	Festuca amethystina 'Superba'	'Superba' Large Blue Fescue	1 gal.
●	hb	243	Hemerocallis 'Bela Lugosi'	'Bela Lugosi' Daylily	1 gal.
⊙	pa	13	Perovskia atriplicifolia	Russian Sage	1 gal.
GROUND COVER					
SYMBOL	KEY	QUANTITY	SCIENTIFIC NAME	COMMON NAME	SIZE
■	bm	As Needed ⁽¹⁾	N/A	Bark Mulch	3" depth
■	pp	As Needed ⁽²⁾	Poa pratensis	Kentucky Bluegrass Sod	Roll
■	vm	As Needed ⁽³⁾	Vinca minor	Lesser Periwinkle	Flat

- (1) All areas shown programmed as bark mulch shall receive mulch to a depth of 3". All areas programmed as planting beds shall receive equivalent treatment.
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- (3) All areas programmed as Vinca Minor shall be planted with spacing of 10"-14".



TYPICAL TREE PLANTING DETAIL

N.T.S.



TYPICAL SHRUB / PERENNIAL / ORNAMENTAL GRASS PLANTING DETAIL

N.T.S.

VIEW PORT 4
 SCALE: 1" = 10'

COPPER STONE
 Park Landscape Plan
 PART OF THE SOUTHWEST 1/4 OF SECTION 12, T7N, R16W,
 GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN

STAMP:

PROJECT NO:
 14201719
SHEET NO:
L-103
SHEET: 3 OF 3

811 Know what's below.
 CALL before you dig.
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December 30, 2014

NOT TO SCALE

Copper Stone

CONCEPT MAIN ENTRY

project number: 14201719



**MASTER DEED
OF
COPPER STONE**

(Pursuant to Act 59, Public Acts of 1978, as amended)

Ottawa County Condominium Subdivision Plan No. _____ containing:

- (1) Master Deed establishing Copper Stone.
- (2) Exhibit A to Master Deed: Condominium Bylaws.
- (3) Exhibit B to Master Deed: Condominium Subdivision Plan.
- (4) Exhibit C to Master Deed: Mortgagee's Consent to Submission to Condominium Ownership.
- (5) Exhibit D to Master Deed: Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act.

This document is exempt from transfer tax under MCLA 207.505(a) and MCLA 207.526(a).

This Document Drafted by and
After Recording Return To:

Jeffrey W. Beswick
VARNUM LLP
233 Washington Avenue, Ste 205
Grand Haven, Michigan 49417

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MASTER DEED
of
COPPER STONE

This Master Deed is signed and delivered on the ____ day of _____, 2015, by **GRAND HAVEN DEVELOPMENT GROUP, LLC**, a Michigan limited liability company, with offices at 510 Miller Drive, Grand Haven, Michigan (the "**Developer**"), upon the terms and conditions set forth below.

Article 1. ESTABLISHMENT OF CONDOMINIUM

1.1 Project. The Developer is engaged in the development of a condominium project to be known as Copper Stone (the "**Project**"), in Charter Township of Grand Haven, Ottawa County, Michigan on a parcel of land as described in Article 2.

1.2 Establishment of Condominium. The Developer desires, by recording this Master Deed together with the Condominium Bylaws attached as Exhibit A and the Condominium Subdivision Plan attached as Exhibit B to establish the real property described in Article 2 (the "**Property**"), together with the improvements located and to be located on such Property, as a condominium project (the "**Condominium**") under the provisions of the Michigan Condominium Act, as amended (the "**Act**"). The Developer does hereby declare that upon the recording of this Master Deed, the Condominium shall be a Project under the Act and the Project shall be held, conveyed, encumbered, leased, rented, occupied, improved or in any other manner used, subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations contained in this Master Deed, all of which shall be deemed to run with the land and to be a burden upon and a benefit to the Developer, its successors and assigns, and to any persons who may acquire or own an interest in such real property, their grantees, successors, heirs, personal representatives, administrators and assigns.

1.3 Project Description. The Project is a residential site condominium. The forty-five (45) Condominium units which may be developed in the Project, including the number, boundaries, dimensions and area of each unit ("**Unit**"), are shown on the Condominium Subdivision Plan. Each of the Units is capable of individual use by reason of having its own entrance from and exit to a common element of the Project.

1.4 Owner Rights. Each owner of a Unit ("**Owner**") in the Project shall have an exclusive property right to the Owner's Unit and to the limited common elements which are appurtenant to the Owner's Unit, and shall have an undivided right to share with other Owners in the ownership and use of the general common elements of the Project as described in this Master Deed.

Article 2. LEGAL DESCRIPTION OF THE PROPERTY

2.1 Condominium Property. The land which is being submitted to Condominium ownership in accordance with the provisions of the Act, is described on the first page of the attached Subdivision Plan.

2.2 Beneficial Easements. Easements are hereby created and conveyed in this Master Deed to and for the benefit of the Project and the Units located in the Project, and the Project and the Units located in the Project are benefited and burdened by the ingress, egress, utility and other easements described and/or shown on Exhibit B.

Article 3. DEFINITIONS AND COMPLIANCE

3.1 Definitions. Certain terms used in this Master Deed are defined terms and have the meaning given them in the text where they are defined, and the same meaning shall be ascribed to the term in various other instruments with regard to the Project such as, by way of example and not of limitation, the Articles of Incorporation, Association Bylaws and Rules and Regulations of the Copper Stone Condominium Association, a Michigan nonprofit corporation, and various deeds, mortgages, land contracts, easements and other instruments affecting the establishment or transfer of interests in the Project. As used in documents regarding the Project, unless the context otherwise requires:

(a) **Act.** "Act" or "**Condominium Act**" means the Michigan Condominium Act, which is Act 59 of the Public Acts of 1978, as amended.

(b) **Administrator.** "**Administrator**" means the Michigan Department of Licensing & Regulatory Affairs, which is designated to serve as administrator of the Act.

(c) **Association.** "**Association**" or "**Association of Owners**" means Copper Stone Condominium Association, the Michigan non-profit corporation of which all Owners shall be members, which shall administer, operate, manage and maintain the Project.

(d) **Association Bylaws.** "**Association Bylaws**" means the corporate Bylaws of the Association organized to manage, maintain and administer the Project.

(e) **Board of Directors.** "**Board of Directors**" or "**Board**" means the board of directors of the Association.

(f) **Common Elements.** "**Common Elements**" means the portions of the Project other than the Condominium Units, including all general and limited common elements described in Article 4 of this Master Deed.

(g) **Condominium Bylaws.** "**Condominium Bylaws**" means Exhibit A to this Master Deed, which are the Bylaws which describe the substantive rights and obligations of the Owners.

(h) Condominium Documents. "**Condominium Documents**" means this Master Deed with its exhibits, the Articles and Bylaws of the Association, the Rules and Regulations adopted by the board of directors of the Association and any other document which affects the rights and obligations of an Owner in the Condominium.

(i) Condominium Property. "**Condominium Property**" or "**Property**" means the land referenced in Article 2, as the same may be amended, together with all structures, improvements, easements, rights and appurtenances located on or belonging to that Property.

(j) Condominium Subdivision Plan. "**Condominium Subdivision Plan**" or "**Subdivision Plan**" means Exhibit B to this Master Deed, which is the survey and other drawings depicting the real property and improvements to be included in the Project.

(k) Condominium Unit. "**Condominium Unit**" or "**Unit**" means that portion of the Project which is designed and intended for separate ownership and use, as described in this Master Deed.

(l) Owner. "**Owner**" means the person, firm, corporation, partnership, association, trust or other legal entity or any combination of such entities who or which own a Condominium Unit in the Project, including both the vendee(s) and vendor(s) of any land contract of purchase. The term "**Owner**", wherever used, is synonymous with the term "**Owner**".

(m) Developer. "**Developer**" means Grand Haven Development Group, LLC, a Michigan limited liability company, which has signed, delivered and recorded this Master Deed, and the successors and assigns of Developer.

(n) Development and Sales Period. "**Development and Sales Period**" means the period continuing for as long as the Developer or its successors continue to own and offer for sale any Unit in the Project, excepting any Unit which was previously conveyed by Developer and then repurchased by Developer.

(o) General Common Elements. "**General Common Elements**" means those Common Elements described in Section 4.1, which are for the use and enjoyment of all Owners in the Project.

(p) Limited Common Elements. "**Limited Common Elements**" means those Common Elements described in Section 4.2, which are reserved for the exclusive use of the Owners of a specified Unit or Units.

(q) Master Deed. "**Master Deed**" means this document, together with the exhibits attached to it and all amendments which may be adopted in the future, by which the Project is being submitted to condominium ownership.

(r) **Open Space.** "Open Space" means that open space as described and depicted in the Condominium Subdivision Plan attached hereto as Exhibit B.

(s) **Percentage of Value.** "Percentage of Value" means the percentage assigned to each Unit by this Master Deed in Section 5.2, which is determinative of the value of an Owner's vote at meetings of the Association and the proportionate share of each Owner in the Common Elements of the Project.

(t) **Project.** "Project" or "Condominium" means Copper Stone, a residential site condominium development established under the provisions of the Act.

(u) **Transitional Control Date.** "Transitional Control Date" means the date on which a board of directors for the Association takes office pursuant to an election in which the votes that may be cast by eligible Owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

3.2 Applicability. Whenever any reference is made to one gender, it will be assumed to include both genders where such reference is appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where such reference is appropriate.

Article 4. COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are:

(a) **Real Estate.** The Property referenced in Article 2 of this Master Deed (except for that portion of the Property described in Section 5.1 constituting a part of a Unit, and any portion of the Property designated in Exhibit B as a Limited Common Element), including easement interests appurtenant to the Condominium, including, but not limited to easements for ingress, egress and utility installation over, across and through non-Condominium property and/or individual Units in the Project;

(b) **Improvements.** The private roadways, the common sidewalks, the parks, and the lawns, trees, shrubs and other improvements not located within the boundaries of a Unit. All structures and improvements located within the boundaries of a Unit shall be owned in their entirety by the Owner of the Unit within which they are located and shall not, unless expressly provided in the Condominium Documents, constitute Common Elements;

(c) **Electrical.** The street lighting system and the electrical transmission system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(d) **Gas.** The natural gas line network and distribution system throughout the Project, up to, but not including, the point of lateral connection for

service to each residence now located or subsequently constructed within Unit boundaries;

(e) **Water.** The underground sprinkling system (if any) for the General Common Elements in the Project;

(f) **Storm Drainage.** The storm drainage and water retention system throughout the Project;

(g) **Telephone.** The telephone wiring system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(h) **Telecommunications.** The cable television and/or other telecommunications systems installed throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(i) **Project Entrance Improvements.** Any entry signage, landscaping, and other improvements located at or near the entrances to the Project;

(j) **Open Space.** The Open Space as specified in the Condominium Subdivision Plan;

(k) **Miscellaneous Common Elements.** All other Common Elements of the Project not designated as Limited Common Elements and not enclosed within the boundaries of a Condominium Unit, which are intended for common use or are necessary to the existence, upkeep or safety of the Project;

(l) **Excepted Interests.** Some or all of the utility lines, equipment and systems (including mains and service leads), and the telecommunications systems described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility and/or telecommunication lines, equipment and systems shall be General Common Elements only to the extent of the Owners' interest in them, and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest.

4.2 Limited Common Elements. The Limited Common Elements are:

(a) **Utility Service Lines.** The pipes, ducts, wiring and conduits supplying service to or from a Unit, for electricity, gas, water, sewage, telephone, television and/or other utility, cable, data, or telecommunication services, up to and including the point of lateral connection with a General Common Element of the Project or utility line or system owned by the local public authority or company providing the service; and to the extent any Units share any lateral utility connection lines, each such line shall be a Limited Common Element from the

point of connection to a General Common Element to the point of separation of the common line to service the different Units, and shall be an appurtenance to each such Unit;

(b) **Subterranean Land.** The subterranean land located within Unit boundaries, from and below a depth of 20 feet as shown on Exhibit B, including all utility and/or supporting lines located on or beneath that land;

(c) **Subsurface Improvements.** The portion of any footing or foundation extending more than 20 feet below surrounding grade level;

(d) **Yard Areas.** The portion of any yard area designated as a Limited Common Element on the Condominium Subdivision Plan, which is limited in use to the Unit of which it is a part;

(e) **Delivery Boxes.** The mail and/or paper box which is located on a Unit or is permitted by the Association to be located on the General Common Elements in order to serve a Condominium Unit is a limited common element appurtenant to the Unit it serves;

(f) **Driveways and Walkways.** The portion of any driveway and walkway, if any, exclusively serving the residence constructed within a Unit, located between the Unit and the paved roadway;

(g) **Miscellaneous.** Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Subdivision Plan or in any future amendment to the Master Deed made by the Developer or the Association; and

(h) **Subsequent Assignment.** In the event that no specific assignment of one or more of the Limited Common Elements described in this Article has been made in the Subdivision Plan, the Developer (during the Development and Sales Period) and the Association (after the Development and Sales Period has expired) reserve the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit by subsequent amendment or amendments to this Master Deed.

4.3 Maintenance Responsibilities. Responsibility for the cleaning, decoration, maintenance, repair and replacement of the Common Elements will be as follows:

(a) **Limited Common Elements.** Each Owner shall be individually responsible for the routine cleaning, snow removal, maintenance, repair and replacement of all Limited Common Elements appurtenant to the Owner's Unit;

(b) **Unit Improvements and Other Owner Responsibilities.** Unless otherwise stated in this Master Deed, Unit Owners shall be responsible for the maintenance, repair and replacement of all structures and improvements and the maintenance and mowing of all yard areas situated within the boundaries of a

Unit. Unit Owners shall also be responsible for maintenance and snow removal of that portion of the common sidewalk adjacent to the Unit. If an Owner elects, with the prior written consent of the Association, to construct or install any improvements within a Unit or on the Common Elements which increase the costs of maintenance, repair or replacement for which the Association is responsible such increased costs or expenses may, at the option of the Association, be specially assessed against such Unit or Units;

(c) Association Oversight.

(1) The exterior appearance of all structures, improvements and yard areas (to the extent visible from any other Unit or from a Common Element), shall be subject at all times to the approval of the Association and to such reasonable aesthetic and maintenance standards as may be prescribed by the Association in duly adopted rules and regulations; provided, that the Association may not disapprove the appearance of an improvement so long as it is maintained as constructed by the Developer or constructed with the Developer's approval;

(2) The Developer, until the Transitional Control Date, and the Association thereafter, shall regularly inspect and maintain the storm water management facilities as necessary to ensure their continued functionality.

(d) Other Common Elements. The cost of cleaning, decoration, maintenance, repair, replacement and snow removal of all Common Elements other than as described above shall be the responsibility of the Association, except to the extent of repair or replacement of a Common Element due to the act or neglect of an Owner or an Owner's agent, invitee, family member or pet;

(e) Private Road Maintenance. The Developer, until the Transitional Control Date, and the Association thereafter, shall continuously maintain the private roadways within the Project in a reasonable manner so that they may be used by the inhabitants of the Condominium and other persons using the private roads, in normal seasonal weather conditions, and so that the private roads can afford emergency vehicle access to the dwellings, buildings and other structures in the Project. No public funds of the Charter Township of Grand Haven or any other public entity will be used to build, repair or maintain the private roads.

(f) Township Indemnification and Maintenance of Roadway. The Developer and the Association shall indemnify and hold the Township harmless from any and all claims for personal injury and/or property damage arising out of, or in any way related to, the use of the private roadways located within the Project, or the failure to properly construct, maintain, repair and/or replace the private roadways, either in whole or in part.

(g) Special Assessment Agreement for Private Roads. As required by the Ordinances of Grand Haven Charter Township ("Township"), the Property is subject to a special assessment agreement with the Township. The agreement provides that if the private roads are not maintained in accordance with Township Ordinances, the Township shall have the option but not the obligation to establish a special assessment district to fund the required improvements. The agreement also provides that all Owners shall be deemed in favor of the special assessment district, and all their property shall be included within the special assessment district.

(h) Maintenance by Association. In the event an Owner fails, as required by this Master Deed, the By-laws or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair replace or otherwise maintain the Owner's Unit, any structure or improvement located within the Unit or any appurtenant Limited Common Element, the Association (and/or the Developer during the Development and Sales Period) shall have the right, but not the obligation, to undertake periodic exterior maintenance functions with respect to improvements constructed or installed within any Unit boundary as it may deem appropriate (including without limitation painting or other decoration, lawn mowing, snow removal, tree trimming and replacement of shrubbery and other plantings); provided, that the Association (or Developer) will in no event be obligated to repair or maintain any such Common Element or improvement. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future date; and

(i) Assessment of Costs. All costs incurred by the Association or the Developer in performing any maintenance functions which are the primary responsibility of an Owner (including but not limited to the obligations for private roadway maintenance under paragraph 4.3(e) above) shall be charged to the affected Owner or Owners on a reasonably uniform basis and collected in accordance with the assessment procedures established by the Condominium By-laws. The lien for nonpayment shall attach to any such charges as in all cases of regular assessments and may be enforced by the use of all means available to the Association under the Condominium Documents or by law for the collection of regular assessments, including without limitation, legal action, foreclosure of the lien securing payment and the imposition of fines.

(j) Non-Interference with Roads. No Owner shall prohibit, restrict, limit or in any way interfere with normal ingress and egress and other use of the private roads in the Project by the owners of the remaining Condominium Units in the Project, including family members, guests, tradespeople and others with legitimate purposes who are traveling to or returning from any of the Condominium Units in the Project.

(k) Utility Service. Each Owner shall be responsible for the cost of utilities separately metered to the Owner's Unit. Some utilities are not separately

metered to individual Units, but are billed to the Association as common utilities. Each Owner shall be responsible for a proportionate share of the expenses of the common utilities, as described in Section 5.3 of the Condominium Bylaws.

4.4 Assignment of Limited Common Elements. A Limited Common Element may be assigned or re-assigned by written application to the board of directors of the Association by all Owners whose interest will be affected by the assignment. Upon receipt of such an application, the Board shall promptly prepare and execute an amendment to this Master Deed assigning or reassigning all rights and obligations with respect to the Limited Common Elements involved, and shall deliver the amendment to the Owners of the Units affected upon payment by them of all reasonable costs for the preparation and recording of the amendment.

4.5 Power of Attorney. By acceptance of a deed, mortgage, land contract or other instrument of conveyance or encumbrance all Owners, mortgagees and other interested parties are deemed to have appointed the Developer (during the Development and Sales Period) and/or the Association (after the Development and Sales Period has expired), as their agent and attorney to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, the Developer (or Association) will have full power and authority to grant easements over, to sever or lease mineral interests and/or to convey title to the land or improvements constituting the General Common Elements or any part of them, to dedicate as public streets any private streets which are General Common Elements, to amend the Condominium Documents for the purpose of assigning or reassigning the Limited Common Elements and in general to execute and deliver all documents and to do all things necessary or convenient to the exercise of such powers.

4.6 Boundary Relocation. The boundaries of two or more adjacent Units may be relocated by amendment of the Master Deed in accordance with the provisions of the Act, provided that the expense of preparing the amendment shall be paid in full by the Owner or Owners desiring to relocate the boundaries.

4.7 Subdivision Prohibited. Subdivision of a Unit within the Condominium is prohibited.

4.8 Separability. Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project, or in any other way which might interfere with or impair the rights of other Owners in the use and enjoyment of their Units or their appurtenant Common Elements.

4.9 Open Space. The Open Space is subject to the following:

- 1) the Open Space is protected from all forms of development except as shown on the approved site plan referenced in Section 12;
- 2) the Open Space shall not be changed to another use without the consent of Grand Haven Charter Township;

- 3) the Open Space may be used by the Owners and their guests and invitees as a nature preserve and for walking on trails to be created by the Developer;
- 4) the Open Space shall be maintained by the Association on an as-needed basis, but no less frequently than annually; and
- 5) the maintenance of the Open Space may be undertaken by Grand Haven Charter Township in the event that the Open Space is inadequately maintained or becomes a nuisance. Any costs incurred by the Township for such maintenance shall be assessed against the Owners.

Article 5. UNITS

5.1 Description of Units. A complete description of each Unit in the Project, is contained in the Subdivision Plan as surveyed by the Project's consulting engineers and surveyors. Each such Unit shall include all the space within the Unit boundaries and extending upwards above the surface, and down beneath the surface together with all appurtenances to the Unit.

5.2 Percentage of Value. The total percentage value of the Project is 100, and the Percentage of Value assigned to each of the Condominium Units in the Project shall be equal to every other Unit. The determination that Percentages of Value for all such units should be equal was made after reviewing the comparative characteristics of each Unit which would affect maintenance costs and value, and concluding that there are no material differences among them insofar as the allocation of Percentages of Value is concerned. The Percentage of Value assigned to each Unit shall be changed only in the manner permitted by Article 9, expressed in an Amendment to this Master Deed and recorded in the Register of Deeds office in the county in which the Project is located.

5.3 Unit Modification. The number, size, style, boundary, and/or location of Units or of any Limited Common Element appurtenant to a Unit may be modified from time to time by the Developer or its successors without the consent of any Owner, mortgagee (except as provided in the Act) or other interested person, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element; provided, that no Unit which has been sold or which is subject to a binding Purchase Agreement shall be modified without the consent of the Owner or Purchaser and the mortgagee of such Unit. The Developer may also, in connection with any such modification, readjust Percentages of Value for all Units in a manner which gives reasonable recognition to such changes based upon the method of original determination of Percentages of Value for the Project. All Owners and mortgagees of Units, and other persons interested or to become interested in the Project from time to time, shall be deemed to have granted a Power of Attorney to the Developer and its successors for such purpose which is similar in nature and effect to that described in Section 4.5 of this Master Deed.

5.4 Restrictions Upon Driveway Access to Ferris Street. No Unit in the Condominium shall have driveway access to Ferris Street.

Article 6. EXPANDABILITY OF CONDOMINIUM

6.1 Future Development Area. The Project established by this Master Deed consists of 45 Condominium Units which may, at the election of the Developer, be treated as the first phase of an expandable condominium under the Act to contain in its entirety a maximum of 74 Units. Any additional Units will be established upon all or some portion of the land designated on Exhibit B as the "expandable area" (the "**Future Development Area**").

6.2 Addition of Units. The number of Units in the Project may, at the option of the Developer from time to time within a period ending not later than 6 years after the initial recording of the Master Deed, be increased by the addition of all or any portion of the Future Development Area and the establishment of Units on such area. The nature, location, size, types and dimensions of the Units and other improvements to be located within the Future Development Area will be determined by the Developer in its sole discretion. No Unit will be created within any part of the Future Development Area which is added to the Condominium that is not restricted exclusively to residential use.

6.3 Expansion Not Mandatory. None of the provisions of this Section will in any way obligate the Developer to enlarge the Project beyond the initial phase established by this Master Deed and the Developer may, in its discretion, establish all or a portion of the Future Development Area as a separate condominium project (or projects) or as any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly provided in this Section. There is no obligation on the part of the Developer to add to the Project all or any portion of the Future Development Area nor is there any obligation to add portions in any particular order nor to construct any particular improvements on the added property.

6.4 Amendment(s) to Master Deed. An increase in the size of the Project by the Developer will be given effect by an appropriate amendment or amendments to the Master Deed, which amendments will not require the consent or approval of any Owner, mortgagee or other interested person. The amendment(s) will be prepared by and at the sole discretion of the Developer, and may proportionately adjust the Percentages of Value assigned by Section 5.2 in order to preserve a total value of 100% for the entire Project. The precise determination of the readjustments in Percentages of Value (if any) will be made in the sole judgment of the Developer. The readjustments, however, will reflect a continuing reasonable relationship among Percentages of Value based upon the original method of determining Percentages of Value for the Project.

6.5 Redefinition of Common Elements. The amendment or amendments to the Master Deed made by the Developer to expand the Condominium may also contain such further definitions and redefinitions of General or Limited Common Elements as the Developer may determine to be necessary or desirable in order to adequately describe, serve and provide access to the additional parcel or parcels being added to the Project. In connection with any amendment(s), Developer will have the right to change the nature of any Common Element

previously included in the Project for any purpose reasonably necessary to achieve the intent of this Section, including, but not limited to, the connection of roadways in the Project to any roadways that may be located on or planned for the Future Development Area, and to provide access to any Unit that is located on or planned for the Future Development Area from the roadways located in the Project.

6.6 Additional Provisions. The amendment or amendments to the Master Deed made by the Developer to expand the Condominium may also contain such provisions as the Developer may determine necessary or desirable: (i) to make the Project contractible and/or convertible as to portions of the parcel or parcels being added to the Project; (ii) to create easements burdening or benefiting portions of the parcel or parcels being added to the Project; and (iii) to create or change restrictions or other terms and provisions affecting the additional parcel or parcels being added to the Project or affecting the balance of the Project as may be reasonably necessary in the Developer's judgment to enhance the value or desirability of the Units to be located within the additional parcel or parcels being added.

Article 7. CONTRACTABILITY OF CONDOMINIUM

7.1 Limit of Unit Contraction. The Project established by this Master Deed consists of 45 Units and may, at the election of the Developer, be contracted to a minimum of 40 Units.

7.2 Withdrawal of Land. The number of Units in the Project may, at the option of the Developer from time to time within a period ending not later than 6 years after the recording of this Master Deed, be decreased by the withdrawal of all or any portion of the lands described in Section 2.1; provided, that no Unit which has been sold or which is the subject of a binding Purchase Agreement may be withdrawn without the consent of the Owner, purchaser and/or mortgagee of such Unit. The Developer may also, in connection with any such contraction, readjust the Percentages of Value for Units in the Project in a manner which gives reasonable recognition to the number of remaining Units, based upon the method of original determination of the Percentages of Value. Other than as provided in this Section 7, there are no restrictions or limitations on the right of the Developer to withdraw lands from the Project or as to the portion or portions of land which may be withdrawn, the time or order of such withdrawals or the number of Units and/or Common Elements which may be withdrawn; provided, however, that the lands remaining shall not be reduced to less than that necessary to accommodate the remaining Units in the Project with reasonable access and utility service to such Units.

7.3 Contraction not Mandatory. There is no obligation on the part of the Developer to contract the Project nor is there any obligation to withdraw portions of the Project in any particular order nor to construct particular improvements on any withdrawn lands. The Developer may, in its discretion, establish all or a portion of the lands withdrawn from the Project as a separate condominium project (or projects) or as any other form of development. Any development on the withdrawn lands will not be detrimental to the adjoining condominium project.

7.4 Amendment(s) to Master Deed. A withdrawal of lands from this Project by the Developer will be given effect by an appropriate amendment(s) to the Master Deed, which amendment(s) will not require the consent or approval of any Owner, mortgagee or other

interested person. Such amendment(s) will be prepared by and at the sole discretion of the Developer, and may adjust the Percentages of Value assigned by Section 5.2 in order to preserve a total value of 100% for the entire Project resulting from such amendment(s).

7.5 Additional Provisions. Any amendment(s) to the Master Deed made by the Developer to contract the Condominium may also contain such provisions as the Developer may determine necessary or desirable: (i) to create easements burdening or benefitting portions or all of the parcel or parcels being withdrawn from the Project; and (ii) to create or change restrictions or other terms and provisions, including designations and definition of Common Elements, affecting the parcel or parcels being withdrawn from the Project or affecting the balance of the Project, as reasonably necessary in the Developer's judgment to preserve or enhance the value or desirability of the parcel or parcels being withdrawn from the Project.

Article 8. CONVERTIBLE AREAS

8.1 Limits of Conversion. The Project established by this Master Deed initially consists of 45 Condominium Units and may, at the election of the Developer, be increased by the creation of a maximum of 29 additional Units within the Convertible Areas defined below.

8.2 Conversion Rights. The number of Units in the Project may, at the option of the Developer from time to time within a period ending not later than 6 years after the initial recording of the Master Deed, be increased by the conversion of the General Common Elements designated on Exhibit B into additional Condominium Units and/or Limited Common Elements appurtenant to Units. The Developer may also, in connection with the conversion, readjust Percentages of Value for all Units in the Project under a manner which gives reasonable recognition to the total number of Units, based upon the method of original determination of Percentages of Value.

8.3 Conversion Not Mandatory. There is no obligation on the part of the Developer to convert any part of the Convertible Area, to convert portions of such area in any particular order, to construct particular improvements on any converted Unit. Other than as provided in this Section, there are no restrictions or limitations on the right of the Developer to create additional Units, the portion or portions of the Convertible Area that may be converted, the time or order of such conversions, or the number of Units and/or Common Elements that may be converted.

8.4 Amendment(s) to Master Deed. An increase in the number of Units by exercise of the Developer's conversion rights will be given effect by an appropriate amendment(s) to the Master Deed, which amendment(s) will not require the consent or approval of any Owner, mortgagee or other interested person. Such amendment(s) will be prepared by and at the sole discretion of the Developer, and may proportionately adjust the Percentages of Value assigned by Section 5.2 in order to preserve a total value of 100% for the entire Project.

8.5 Redefinition of Common Elements. The conversion amendment(s) to the Master Deed made by the Developer may contain such further definitions and redefinitions of General or Limited Common Elements as the Developer may determine to be necessary or

desirable in order to adequately describe, serve and provide access to the additional Units being added to the Project. In connection with any such amendment(s), the Developer will have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the intent of this Section.

8.6 Additional Provisions. Any amendment(s) to the Master Deed made by the Developer for conversion purposes may also contain such provisions as the Developer may determine necessary or desirable: (i) to create easements burdening or benefiting portions of the Unit(s) being added to the Project; and (ii) to create or change restrictions or other terms and provisions affecting the additional Unit(s) being added to the Project or affecting the balance of the Project as may be reasonably necessary in the Developer's judgment to enhance the value or desirability of such Units.

Article 9. EASEMENTS

9.1 Easements for Maintenance and Repair. In the event that any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to the shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment for so long as the encroachment exists, and for the maintenance of the encroachment after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association (and/or the Developer during the Development and Sale Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible or for which it may elect to assume responsibility, and there shall be easements to, through and over those portions of the land (including the Units) as may be reasonable for the installation, maintenance and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at such times as may be reasonable for the installation, repair or maintenance of such services, and any costs incurred in the opening or repairing of any Common Element or other improvement to install, repair or maintain common utility services to the Project shall be an expense of administration assessed against all Owners in accordance with the Condominium Bylaws.

9.2 Easements Reserved by Developer. The Developer reserves non-exclusive easements for the benefit of itself, its successors and assigns, which may be used at any time or times:

(a) to use, improve and/or extend all roadways, drives and walkways in the Project for the purpose of ingress and egress to and from any Unit or real property owned by it and to and from all or any portion of the land described in Article 6; and

(b) to use, tap, tie into, extend and/or enlarge all utility lines and mains, public and private, located on the land described in Article 2.

The easements described in this Article are subject to payment by the owners of the benefited property of a reasonable share of the cost of maintenance and repair of the improvements constructed on such easements.

9.3 Easement for Township Water, Sanitary Sewer and Utilities. The Property is burdened by easements granted to the Charter Township of Grand Haven for public water, sanitary sewer and for utilities as shown on Exhibit B. The easements shall be maintained by the municipal utility authority, or its successors and assigns.

9.4 Easement for Storm Drainage. The Property is burdened by easements for storm drainage as shown on Exhibit B. The Developer may install additional drainage easements during the Development and Sales Period on the General Common Elements and Units to which the Developer holds title, and record an amendment giving notice of the location of the easement. The easements shall be maintained by the Association, or its successors and assigns, or to the extent any easement is dedicated to the public, by the public entity to which it is dedicated. Any damage caused by any maintenance or repair shall be restored by the party performing the maintenance or repair.

Article 10. AMENDMENT, TERMINATION AND WITHDRAWAL

10.1 Pre-Conveyance Amendments. If there is no Owner other than the Developer, the Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting an amendment to the Master Deed or the Condominium Bylaws or a termination of the Project shall be recorded in the Register of Deeds office in the county in which the Project is located.

10.2 Post-Conveyance Amendments. If there is an Owner other than the Developer, the recordable Condominium Documents may be amended for a proper purpose as follows:

(a) **Non-Material Changes.** The amendment may be made without the consent of any Owner or mortgagee if the amendment does not materially alter or change the rights of any Owner or mortgagee of a Unit in the Project, including, but not limited to: (i) amendments to modify the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements; (ii) amendments correcting survey or other errors in the Condominium Documents; or (iii) amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Owners.

(b) **Material Changes.** An amendment may be made, even if it will materially alter or change the rights of the Owners, with the consent of not less than two-thirds of the Owners and, to the extent required by law, mortgagees; provided, that an Owner's Unit dimensions or Limited Common Elements may not be modified without that Owner's consent, nor may the method or formula used to determine the percentage of value of Units in the Project for other than voting purposes be modified without the consent of each affected Owner and mortgagee. Rights reserved by the Developer, including without limitation rights to amend for purposes of contraction and/or modification of units, shall not be amended without the written consent of the Developer so long as the Developer or its successors continue to own and to offer for sale any Unit in the Project.

(c) **Compliance with Law.** Amendments may be made by the Developer without the consent of Owners and mortgagees, even if the amendment will materially alter or change the rights of Owners and mortgagees, to achieve compliance with the Act or rules, interpretations or orders adopted by the Administrator or by the Courts pursuant to the Act, or with other federal, state or local laws, ordinances or regulations affecting the Project.

(d) **Reserved Developer Rights.** A material amendment may also be made unilaterally by the Developer without the consent of any Owner or mortgagee for the specific purpose(s) reserved by the Developer in this Master Deed. During the Development and Sales Period, this Master Deed and Exhibits A and B shall not be amended nor shall provisions be modified in any way without the written consent of the Developer, its successors or assigns.

(e) **As-Built Plans.** A consolidating Master Deed or amendment to the Master Deed with as-built plans attached shall be prepared and recorded by the Developer within 1 year after construction of the Project has been completed.

(f) **Costs of Amendments.** A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of the Owners, the costs of which are expenses of administration. The Owners shall be notified of proposed amendments under this Article not less than 10 days before the amendment is recorded.

10.3 Project Termination. If there is a Owner other than the Developer, the Project may be terminated only with consent of the Developer and not less than 80% of the Owners and mortgagees, in the following manner:

(a) **Termination Agreement.** Agreement of the required number of Owners and mortgagees to termination of the Project shall be evidenced by the Owners' execution of a Termination Agreement, and the termination shall become effective only when the Agreement has been recorded in the Register of Deeds office in the county in which the Project is located.

(b) **Real Property Ownership.** Upon recordation of a document terminating the Project, the property constituting the Condominium shall be owned by the Owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy in common lasts, each Owner, their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property which formerly constituted their Condominium Unit.

(c) **Association Assets.** Upon recordation of a document terminating the Project, any rights the Owners may have to the net assets of the Association shall be in proportion to their respective undivided interests in the Common

Elements immediately before recordation, except that common profits (if any) shall be distributed in accordance with the Condominium Documents and the Act.

(d) **Notice to Interested Parties.** Notification of termination by first class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lien holders, and prospective purchasers who deposited funds. Proof of dissolution must also be submitted to the Administrator.

10.4 Withdrawal of Property. Notwithstanding anything in this Master Deed to the contrary, if the Developer has not completed development and construction of Units or Improvements in the Project that are identified as "**need not be built**" during a period ending ten (10) years after the date of commencement of construction by Developer of the Project, the Developer has the right to withdraw from the Project, all undeveloped portions of the Project not identified as "**must be built**" without the prior consent of any Owners, mortgagees of Units in the Project, or any other person having an interest in the Project. If this Master Deed contains provisions permitting the expansion, contraction, or rights of convertibility of Units or Common Elements in the Project, then the time period is the greater of (i) the ten-year period set forth above or (ii) six (6) years after the date Developer exercised its rights with respect to either expansion, contraction, or rights of convertibility, whichever right was exercised last. The undeveloped portions of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Project for the benefit of the undeveloped portions of the Project, subject to the payment of a reasonable pro rata share of the costs of maintaining the easements. If the Developer does not withdraw the undeveloped portions of the Project from the Project before expiration of the time periods, those undeveloped lands shall remain part of the Project as General Common Elements, and all rights to construct Units upon that land shall cease.

Article 11. ASSIGNMENT OF DEVELOPER RIGHTS

Any or all of the rights and powers granted to or reserved by the Developer in the Condominium Documents or by law, including without limitation the power to approve or to disapprove any act, use or proposed action, may be assigned by the Developer to any other entity or person, including the Association. Any such assignment or transfer shall be made by appropriate instrument in writing, and shall be duly recorded in the Register of Deeds office in the county in which the Project is located.

Section 12. CHARTER TOWNSHIP OF GRAND HAVEN RESOLUTION APPROVING THE CONDOMINIUM AND ENFORCEMENT OF ITS PROVISIONS

The Charter Township of Grand Haven Board approved a resolution at its meeting on _____, 2015 approving the site plan of the Condominium (the "**Resolution**"). All of the Common Elements and Units within the Condominium are subject to the ordinances of the Township and the Resolution. Certain of the provisions of the Resolution are incorporated within the Master Deed and Condominium Bylaws but not all of those provisions. Regardless of whether or not the provisions of the Resolution are incorporated within the Master Deed and

Condominium Bylaws, the ownership and use of the lands within the Condominium are subject to the terms of that Resolution. The Township has the authority to enforce the provisions of the Resolution regarding the matters required by the Resolution and in the Township zoning ordinance, in its discretion. The Township's enforcement may be directed against the Developer for matters required to be accomplished by the Developer and otherwise against the Association. Further, with regard to terms and conditions of the Master Deed and Condominium Bylaws concerning the actions and use of the Unit Owners, the Township, in its discretion, may enforce those matters against the Association for the Association's enforcement of the Master Deed and Condominium Bylaws against Unit Owners.

This Master Deed has been signed by the Developer and shall be effective as of the date stated on page one.

GRAND HAVEN DEVELOPMENT GROUP, LLC,
a Michigan limited liability company

By: _____
Jake Hogeboom
Its: Manager

By: _____
Gary Hogeboom
Its: Manager

STATE OF MICHIGAN)
 ss.
COUNTY OF OTTAWA)

This document was acknowledged before me the ____day of _____, 2015, by Jake Hogeboom and Gary Hogeboom, the Managers of Grand Haven Development Group, LLC, a Michigan limited liability company, on behalf of the limited liability company.

*
Notary Public, _____ County, MI
My commission expires: _____
Acting in _____ County, Michigan

EXHIBIT A
CONDOMINIUM BYLAWS
COPPER STONE SITE CONDOMINIUMS

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EXHIBIT A

CONDOMINIUM BYLAWS

Section 1. ASSOCIATION OF OWNERS

1.1 Organization. Copper Stone is a residential site condominium project located in the Charter Township of Grand Haven, Ottawa County, Michigan being developed in successive phases so as to comprise a maximum of 74 building sites. Upon the recording of the Master Deed, the management, maintenance, operation and administration of the Project shall be vested in an Association of Owners organized as a nonprofit corporation under the laws of the State of Michigan. The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Owners, prospective purchasers, mortgagees and prospective mortgagees of Units in the Project.

1.2 Compliance. All present and future Owners, mortgagees, lessees or other persons who may use the facilities of the Condominium in any manner shall be subject to and comply with the provisions of the Act, the Master Deed and any amendments, the Condominium Bylaws, and the Articles of Incorporation, Association Bylaws, and other Condominium Documents which pertain to the use and operation of the Project. The acceptance of a deed of conveyance, the entering into of a lease or the act of occupying a Condominium Unit in the Project shall constitute an acceptance of the terms of the Condominium Documents and an agreement to comply with their provisions.

Section 2. MEMBERSHIP AND VOTING

2.1 Membership. Each Owner of a Unit in the Project, during the period of ownership, shall be a member of the Association and no other person or entity will be entitled to membership. The share of a member in the funds and assets of the Association may be assigned, pledged or transferred only as an appurtenance to a Unit.

2.2 Voting Rights. Each Owner will be entitled to one vote for each Unit owned. Voting shall be by number and no cumulation of votes shall be permitted. Any Owner in default in payment of assessments shall not be entitled to vote so long as the default continues, as described in Section 5.5(c) of these Bylaws.

2.3 Eligibility to Vote. No Owner, other than the Developer, will be entitled to vote at any meeting of the Association until the Owner has presented written evidence of ownership of a Unit in the Project, nor shall the Owner be entitled to vote (except for elections pursuant to Section 3.4) prior to the Initial Meeting of Members. An Owner shall be permitted to vote only if the Owner is not in default in payment of assessments levied against the Owner's Unit.

2.4 Designation of Voting Representative. The person entitled to cast the vote for each Unit and to receive all notices and other communications from the Association shall be designated by a certificate signed by all the record owners of a Unit and filed with the Secretary of the Association. The certificate shall state the name and address of the individual representative designated, the number of the Unit owned, and the name and address of the person

or persons, firm, corporation, partnership, association, trust or other legal entity who is the Unit owner. All certificates shall be valid until revoked, until superseded by a subsequent certificate or until a change has occurred in the ownership of the Unit.

2.5 Votes. Votes may be cast in person, by email, electronic connection or telephone, or by proxy. Proxies may be made by any designated voting representative who is unable to attend the meeting in person. Proxies will be valid only for the particular meeting designated and any adjournment, and must be filed with the Association before the appointed time of the meeting.

2.6 Majority. At any meeting of members at which a quorum is present, in person or by electronic connection or telephone, 51% of the Owners entitled to vote and present in person, by email, electronic connection or telephone, or by proxy (or written vote, if applicable), shall constitute a majority for the approval of the matters presented to the meeting, except in those instances in which a majority exceeding a simple majority is required by these Bylaws, the Master Deed or by law.

Section 3. MEETINGS AND QUORUM

3.1 Initial Meeting of Members. The initial meeting of the members of the Association may be convened only by the Developer, and may be called at any time after two or more of the Units in the Project have been sold and the purchasers qualified as members of the Association. In no event, however, shall the initial meeting be called later than: (i) 120 days after the conveyance of legal or equitable title to nondeveloper Owners of 75% of the total number of Units that may be created; or (ii) 54 months after the first conveyance of legal or equitable title to a nondeveloper Owner of a Unit, whichever first occurs, at which meeting the eligible Owners may vote for the election of directors of the Association. The maximum number of Units that may be added to the Project under Section 6 of the Master Deed shall be included in the calculation of the number of Units that may be created. The Developer may call meetings of members of the Association for informational or other appropriate purposes prior to the initial meeting, but no such informational meeting shall be construed as the initial meeting of members.

3.2 Annual Meeting of Members. After the initial meeting has occurred, annual meetings of the members shall be held in each year on a date and at a time and place selected by the Board. At least 20 days prior to the date of an annual meeting, written notice of the date, time, place and purpose of such meeting shall be mailed or delivered to each member entitled to vote at the meeting; provided, that not less than 30 days written notice shall be provided to each member of any proposed amendment to these Bylaws or to other recorded Condominium Documents.

3.3 Advisory Committee. Within one year after the initial conveyance by the Developer of legal or equitable title to an Owner of a Unit in the Project, or within 120 days after conveyance of one-third of the total number of Units that may be created, whichever first occurs, two or more persons shall be selected by the Developer from among the nondeveloper Owners to serve as an Advisory Committee to the Board. The purpose of the Advisory Committee is to facilitate communication between the Developer-appointed Board and the nondeveloper Owners and to aid in the ultimate transition of control to the Owners. The members of the Advisory

Committee shall serve for one year or until their successors are selected, and the Committee shall automatically cease to exist at the Transitional Control Date. The Board and the Advisory Committee shall meet with each other upon the request of the Advisory Committee; provided, however, that there shall be not more than two such meetings each year unless both parties agree.

3.4 Board Composition. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 25% of the Units that may be created, at least 1 director and not less than one-fourth of the Board of the Association shall be elected by nondeveloper Owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 50% of the Units that may be created, not less than one-third of the Board shall be elected by nondeveloper Owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 75% of the Units that may be created, and before conveyance of 90% of such Units, the nondeveloper Owners shall elect all directors on the Board except that the Developer shall have the right to designate at least one director as long as the Developer owns and offers for sale at least 10% of the Units in the Project or as long as 10% of the Units remain that may be created.

3.5 Owner Control. If 75% of the Units which may be created have not been conveyed within 54 months after the first conveyance of legal or equitable title to a nondeveloper Owner, the nondeveloper Owners shall have the right to elect the percentage of members of the Board of the Association equal to the percentage of Units they hold, and the Developer will have the right to elect the percentage of members of the Board equal to the percentage of Units which are owned by the Developer and for which assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights of Directors otherwise established in Section 3.4. Application of this provision does not require a change in the size of the Board as designated in the Association bylaws.

3.6 Mathematical Calculations. If the calculation of the percentage of members of the Board that the nondeveloper Owners have a right to elect, or the product of the number of members of the Board multiplied by the percentage of Units held by the nondeveloper Owners results in a right of nondeveloper Owners to elect a fractional number of members of the Board, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number. After application of this formula, the Developer shall have the right to elect the remaining members of the Board. Application of this provision shall not eliminate the right of the Developer to designate at least one member as provided in Section 3.4.

3.7 Quorum of Members. The presence in person or by proxy of 35% of the Owners entitled to vote shall constitute a quorum of members. The written vote of any Owner furnished at or prior to a meeting, at which meeting such owner is not otherwise present in person or by proxy, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 4. ADMINISTRATION

4.1 Board of Directors. The business, property and affairs of the Association shall be managed by a Board of Directors to be elected in the manner described in these Bylaws; provided, that the directors designated in the Sections of Incorporation shall serve until such time

as their successors have been duly elected and qualified at the initial meeting of members. All actions of the first Board designated in the Articles of Incorporation or any successors to such directors selected by the Developer before the initial meeting of members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board elected by the members of the Association, so long as such actions are within the scope of the powers and duties which may be exercised by a Board as provided in the Condominium Documents. A service contract or management agreement entered into between the Association and the Developer or affiliates of the Developer shall be voidable without cause by the Board on the Transitional Control Date or within 90 days after the initial meeting has been held, and on 30 days notice at any time for cause.

4.2 Powers and Duties. The Board shall have all powers and duties necessary for the administration of the affairs of the Association, and may take all actions in support of the administration as are not prohibited by the Condominium Documents or specifically reserved to the members, including the following:

- (a) Care, upkeep and maintenance of the Common Elements;
- (b) Development of an annual budget, and the determination, levy and collection of assessments required for the operation and affairs of the Condominium;
- (c) Employment and dismissal of contractors and personnel as necessary for the efficient management and operation of the Condominium Property;
- (d) Adoption and amendment of rules and regulations, not inconsistent with these Bylaws, governing the use of the Condominium Property;
- (e) Opening bank accounts, borrowing money and issuing evidences of indebtedness in furtherance of the purposes of the Association, and designating signatories required for such purpose;
- (f) Obtaining insurance for the Common Elements, the premiums of which shall be an expense of administration;
- (g) Granting licenses for the use of the Common Elements for purposes not inconsistent with the provisions of the Act or of the Condominium Documents;
- (h) Authorizing the execution of contracts, deeds of conveyance, easements and rights-of-way affecting any real or personal property of the Condominium on behalf of Unit Owners,
- (i) Making repairs, additions and improvements to, or alterations of, the Common Elements, and repairs to and restoration of the Common Elements after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;
- (j) Asserting, defending or settling claims on behalf of all Owners in connection with the Common Elements of the Project and, upon written notice to all

Owners, instituting actions on behalf of and against the Owners in the name of the Association; and

(k) Such further duties as may be imposed by resolution of the members of the Association or which may be required by the Condominium Documents or the Act.

4.3 Books of Account. The Association shall keep books and records containing a detailed account of the expenditures and receipts of administration, which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and its members. Such accounts shall be open for inspection by the Owners and their mortgagees during business hours upon prior notice to the Association. The Association shall also prepare and distribute a financial statement to each Owner at least once a year, the contents of which will be defined by the Association. The books and records shall be reviewed annually and audited at such times as required by the Board by qualified independent accountants (who need not be certified public accountants), and the cost of such review or audit shall be an expense of administration.

4.4 Maintenance, Repair and Replacement. The responsibility for maintenance, repair and replacement of Units and Common Elements (other than following casualty damage, which is described in Section 6.3 of the Bylaws) is as follows:

(a) All maintenance, repair and replacement of the structures and other improvements located within a Unit, or Limited Common Elements which are the responsibility of the Owner of a Unit as set forth in the Master Deed, shall be made by the Owner of the Unit. Each Owner shall be responsible for all damages to the Common Elements resulting from such repairs or from any failure of the Owner to perform maintenance and repairs to a Unit.

(b) All maintenance, repair and replacement of the General Common Elements, whether located inside or outside the Units, and to Limited Common Elements to the extent required by the Master Deed, shall be made by the Association and shall be charged to all the Owners as a common expense unless necessitated by the negligence, misuse or neglect of a particular Owner, in which case the expense shall be charged to the responsible Owner. The Association or its agent shall have access to each Unit (but not to the interior of any residence or garage within a Unit) from time to time during reasonable hours, upon notice to the occupant, for the purpose of maintenance, repair or replacement of any of the Common Elements which are the responsibility of the Association located within or accessible only from a Unit. The Association or its agents shall also have access to each Unit at all times without notice for making emergency repairs necessary to prevent damage to other Units and/or to the Common Elements.

4.5 Reserve Fund. The Association shall maintain a reserve fund, to be used for major repairs and replacement of the Common Elements, as provided by Section 105 of the Act. The fund shall be established in the minimum amount required on or before the Transitional Control Date, and shall, to the extent possible, be maintained at a level which is equal to or greater than 10% of the then current annual budget of the Association on a noncumulative basis. The minimum reserve standard required by this Section may prove to be inadequate, and the

Board should carefully analyze the Project from time to time in order to determine if a greater amount should be set aside or if additional reserve funds shall be established for other purposes.

4.6 Construction Liens. A construction lien arising as a result of work performed on a Unit or on an appurtenant Limited Common Element shall attach only to the Unit upon which the work was performed, and a lien for work authorized by the Developer or principal contractor shall attach only to Condominium Units owned by the Developer at the time of recording the lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Owner of such Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Condominium Unit for work performed on the General Common Elements not contracted for by the Association or the Developer.

4.7 Managing Agent. The Board may employ a management company or managing agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the powers and duties described in Section 4.2. The Developer or any person or entity related to the Developer may serve as managing agent if so appointed; provided, however, that any compensation so paid to the Developer shall be at competitive rates.

4.8 Officers. The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of officers of the Association and may contain any other provisions pertinent to officers of the Association not inconsistent with these Bylaws. Officers may be compensated, but only upon the affirmative vote of 67% percent or more of all Owners.

4.9 Indemnification. All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association upon 10 days notice to all Owners, in the manner and to the extent provided by the Association Bylaws. In the event that no judicial determination as to indemnification has been made, an opinion of independent counsel as to the propriety of indemnification shall be obtained if a majority of Owners vote to procure such an opinion.

Section 5. ASSESSMENTS

5.1 Administrative Expenses. The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common, and personal property taxes levied on such property shall be treated as expenses of administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by or connected with the Common Elements or the administration of the Project shall be expenses of administration, and all sums received as proceeds of; or pursuant to any policy of insurance covering the interests of the Owners against liabilities or losses arising within, caused by or connected with the Common Elements or the administration of the Common Elements shall be receipts of administration.

5.2 Determination of Assessments. Assessments will be determined in accordance with the following provisions:

(a) **Initial Budget.** The Board of the Association shall establish an initial budget in advance for each fiscal year, which budget will project all expenses for the coming year that may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. The annual assessment to be levied against each Unit in the Project shall then be determined on the basis of the budget. Copies of the budget will be delivered to each Owner, although the failure to deliver such a copy to each Owner will not affect or in any way diminish the liability of an Owner for any existing or future assessment.

(b) **Budget Adjustments.** Should the Board determine at any time, in its sole discretion, that the initial assessments levied are insufficient: (1) to pay the costs of operation and maintenance of the Common Elements; (2) to provide for the replacement of existing Common Elements; (3) to provide for additions to the Common Elements not exceeding \$7,500 annually; or (4) to respond to an emergency or unforeseen development; the Board is authorized to increase the initial assessment or to levy such additional assessments as it deems to be necessary for such purpose(s). The discretionary authority of the Board to levy additional assessments will rest solely with the Board for the benefit of the Association and its members, and may not be attached by or subject to specific performance by any creditors of the Association.

(c) **Special Assessments.** Special assessments, in excess of those permitted by subsections (a) and (b), may be made by the Board from time to time with the approval of the Owners as provided in this subsection to meet other needs or requirements of the Association, including but not limited to: (1) assessments for additions to the Common Elements costing more than \$7,500 in any year; (2) assessments to purchase a Unit upon foreclosure of the lien described in Section 5.5; or (3) assessments for any other appropriate purpose not specifically described. Special assessments referred to in this subsection (but not including those assessments referred to in subsections (a) and (b), which will be levied in the sole discretion of the Board) will not be levied without the prior approval of 67% or more of all Owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and its members and may not be attached by or subject to specific performance by ally creditors of the Association.

5.3 Apportionment of Assessments. All assessments levied against the Unit Owners to cover expenses of administration shall be apportioned among and paid by the Owners in accordance with the Percentage of Value allocated to each Unit in the Master Deed and any other assessment provisions in the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Unless the Board shall elect some other periodic payment schedule, annual assessments will be payable by Owners in semi-annual, equal installments, commencing with the acceptance of a deed to, or a land contract vendee's interest in a Unit, or with the acquisition of title to a Unit by any other means. The payment of an assessment will be in default if the assessment, or any part, is not received by the Association in full on or before the due date for such payment established by rule or regulation

of the Association. Provided, however, that the Board, including the first Board appointed by the Developer, may relieve a Unit Owner who has not constructed a residence within a Unit from payment, for a limited period of time, of all or some portion of the assessment for the Unit's respective allocable share of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments for non-resident owners until such Owners begin to use the Common Elements on a regular basis.

5.4 Expenses of Administration. The expenses of administration shall consist, among other things, of such amounts as the Board may deem proper for the operation and maintenance of the Condominium property under the powers and duties delegated to it and may include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve for replacement and for meeting any deficit in the common expense for any prior year; provided, that any reserves established by the Board prior to the initial meeting of members shall be subject to approval by such members at the initial meeting. The Board shall advise each Owner in writing of the amount of common charges payable by the Owner and shall furnish copies of each budget containing common charges to all Owners.

5.5 Collection of Assessments. Each Owner shall be obligated for the payment of all assessments levied upon the Owner's Unit during the time that person is the Owner of the Unit, and no Owner may become exempt from liability for the Owner's contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of a Unit.

(a) Legal Remedies. In the event of default by any Owner in paying the assessed common charges, the Board may declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. In addition, the Board may impose reasonable fines or charge interest at the legal rate on such assessments from and after the due date. Unpaid assessments, together with interest on the unpaid assessments, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorney fees and fines in accordance with the Condominium Documents shall constitute a lien on the Unit prior to all other liens except tax liens in favor of any state or federal taxing authority and sums unpaid upon a mortgage of record recorded prior to the recording of any notice of lien by the Association, and the Association may enforce the collection of all sums due by suit at law for a money judgment or by foreclosure of the liens securing payment in the manner provided by Section 108 of the Act. In a foreclosure proceeding, whether by advertisement or by judicial action, the Owner or anyone claiming under the Owner shall be liable for assessments charged against the Unit that become due before the redemption period expires, together with interest, advances made by the Association for taxes or other liens to protect its lien, costs and reasonable attorney fees incurred in their collection.

(b) Sale of Unit. Upon the sale or conveyance of a Unit, all unpaid assessments against the Unit shall be paid out of the sale price or by the purchaser in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A purchaser or grantee may request a written

statement from the Association as to the amount of unpaid assessments levied against the Unit being sold or conveyed and such purchaser or grantee shall not be liable for, nor shall the Unit sold or conveyed be subject to a lien for any unpaid assessments in excess of the amount stated in a written response from the Association. Unless the purchaser or grantee requests a written statement from the Association at least 5 days before sale as provided in the Act, however, the purchaser or grantee shall be liable for any unpaid assessments against the Unit together with interest, late charges, fines, costs and attorney fees.

(c) **Self-Help.** The Association may enter upon the Common Elements, Limited or General, to remove and abate any condition constituting a violation, or may discontinue the furnishing of services to an Owner in default under any of the provisions of the Condominium Documents upon 7 days written notice to such Owner of the Association's intent to do so. An Owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as the default continues; provided, that this provision shall not operate to deprive any Owner of ingress and egress to and from the Owner's Unit.

(d) **Application of Payments.** Money received by the Association in payment of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such assessments; and third, to installments of assessments in default in order of their due dates.

5.6 Financial Responsibility of the Developer. The responsibility of the Developer for assessments is as follows:

(a) **Pre-Turnover Expenses.** Prior to the Transitional Control Date, it will be the Developer's responsibility to keep the books balanced, but the Developer shall not be responsible for the payment of general or special assessments. At the time of the initial meeting, the Developer will be liable for the funding of any continuing deficit of the Association which is incurred prior to the Transitional Control Date.

(b) **Post-Turnover Expenses.** After the Transitional Control Date has occurred, and continuing for any remaining Development and Sales Period, the Developer shall not be responsible for the payment of either general or special assessments levied by the Association on Units owned by the Developer.

(c) **Exempted Transactions.** Under no circumstances will the Developer be responsible for the payment of any portion of any assessment which is levied for deferred maintenance, reserves for replacement, capital improvements, or additions, or to finance litigation or other claims against the Developer.

Section 6. TAXES, INSURANCE AND REPAIR

6.1 Real Property Taxes. Real property taxes and assessments shall be levied against the individual Units and not against the Property of the Project or any phase of the

Project, except for the calendar year in which the Project or phase was established. Taxes and assessments which become a lien against the Property in the year in which the Project was established shall be expenses of administration and shall be assessed against the Units located on the land with respect to which the tax or assessment was levied in proportion to the Percentage of Value assigned to each Unit. Real property taxes and assessments levied in any year in which a vacation of the Project occurs shall be assessed only against the individual Units. For tax and special assessment purposes no Unit shall be combined with any other Unit or Units, and no assessment of any fraction of a Unit or combination of any Unit with other whole or partial Units shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made, whether the Unit is owned by an individual or multiple Owners. Taxes for real property improvements made to or within a specific Unit shall be assessed against that Unit only, and each Unit shall be treated as a separate, single parcel of real property for purposes of property taxes and special assessments.

6.2 Insurance Coverage. The Association shall be appointed as Attorney-in-Fact for each Owner to act on insurance matters and shall be required to obtain and maintain, to the extent applicable: casualty insurance with extended coverage, vandalism and malicious mischief endorsements; liability insurance (including director's and officer's liability coverage if deemed advisable); and worker's compensation insurance pertinent to the ownership, use and maintenance of the Common Elements of the Project. All insurance shall be purchased by the Board for the benefit of the Association, the Owners, the mortgagees and the Developer, as their interests may appear. Such insurance, other than title insurance, shall be carried and administered according to the following provisions:

(a) **Owner Responsibilities.** Each Owner will be responsible for obtaining casualty insurance coverage at the Owner's expense with respect to the residence and all other improvements constructed or located within the perimeters of the Owner's Unit (including kitchen cabinets), and for the Limited Common Elements appurtenant to the Owner's Unit. It shall also be each Owner's responsibility to obtain insurance coverage for the Owner's personal property located within the Owner's Unit or elsewhere on the Condominium, for personal liability for occurrences within the Owner's Unit or on the Limited Common Elements appurtenant to the Owner's Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of the Owner's residence. All insurance carried by the Association or any Owner shall contain provisions permitting the waiver of the right of subrogation as to any claims against any Owner or the Association for insured losses.

(b) **Common Element Insurance.** The General Common Elements of the Project shall be insured by the Association against casualties covered by a standard extended coverage endorsement, to the extent deemed applicable and appropriate, in an amount to be determined annually by the Board. The Association shall not be responsible in any way for maintaining insurance with respect to the Limited Common Elements, the Units themselves or any improvements located within the Units.

(c) **Fidelity Insurance.** The Association may obtain, if desired, fidelity coverage to protect against dishonest acts by its officers, directors, employees and all others who are responsible for handling funds of the Association.

(d) **Power of Attorney.** The Board is irrevocably appointed as the agent for each Owner, each mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Condominium or the Property, to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases upon the payment of claims.

(e) **Indemnification.** Each individual Owner shall indemnify and hold harmless every other Owner, the Developer and the Association for all damages, costs and judgments, including actual attorneys' fees, which any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within an individual Owner's Unit or appurtenant Limited Common Elements. This provision shall not be construed to give an insurer any subrogation right or other right or claim against an individual Owner, the Developer or the Association, which rights are waived.

(f) **Premium Expenses.** Except as otherwise provided, all premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

6.3 Reconstruction and Repair. If any part of the Condominium Property is damaged or destroyed by fire or other casualty, the decision as to whether or not it will be reconstructed or repaired will be made in the following manner:

(a) **General Common Elements.** If the damaged property is a General Common Element, the damaged property shall be repaired or rebuilt unless 80% or more of the Owners and the institutional holders of mortgages on any Unit in the Project agree to the contrary. Provided, that if the damaged property is common roadway and is the sole means of ingress and egress to one or more Units in the project, it will be repaired or rebuilt unless the 80% or more of the Owners agreeing not to repair or rebuild includes the Owners of all such Units.

(b) **Limited Common Elements and Improvements.** If the damaged property is a Limited Common Element or an improvement located within the boundaries of a Unit, the Owner of the affected Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person having an interest in the property, and the Owner shall be responsible for the cost of any reconstruction or repair that the Owner elects to make. The Owner shall in any event remove all debris and restore the Unit and its improvements to a clean and sightly condition satisfactory to the Association within a reasonable period of time following the occurrence of the damage.

(c) **Reconstruction Standards.** Any reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for the improvements located within the Unit, unless prior written approval for changes is obtained from the Architectural Review Committee.

(d) **Procedure and Timing.** Immediately after the occurrence of a casualty causing damage which is to be reconstructed or repaired by the Association, the

Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to cover the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair the funds for the payment of such costs by the Association are insufficient, assessment shall be levied against all Owners in sufficient amounts to provide funds to pay the estimated or actual costs of reconstruction or repair. This provision shall not be construed to require the replacement of mature trees and vegetation with equivalent trees or vegetation.

6.4 Eminent Domain. The following provisions will control upon any taking by eminent domain:

(a) **Condominium Units.** In the event of the taking of all or any portion of a Condominium Unit or any improvements located within the perimeters of a Unit, the award for such taking shall be paid to the Owner of the Unit and any mortgagee, as their interests may appear. If an Owner's entire Unit is taken by eminent domain, such Owner and any mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Project.

(b) **Common Elements.** In the event of the taking of all or any portion of the General Common Elements, the condemnation proceeds relative to the taking shall be paid to the Association for use and/or distribution to its members. The affirmative vote of 80% or more of the Owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as the Owners deem appropriate.

(c) **Amendment to Master Deed.** In the event the Project continues after the taking by eminent domain, the remaining portion of the Project shall be resurveyed and the Master Deed amended accordingly and, if any Unit shall have been taken, Section 5 of the Master Deed shall also be amended to reflect the taking and to proportionately readjust the Percentages of Value of the remaining Owners based upon the continuing total value of the Condominium of 100%. The amendment may be completed by an officer of the Association duly authorized by the Board without the necessity of execution or specific approval by any Owner.

(d) **Notice to Mortgagees.** In the event any Unit in the Condominium, the Common Elements or any portion of them is made the subject matter of an eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall promptly notify each holder of a recorded mortgage lien on any of the Units in the Condominium.

(e) **Inconsistent Provisions.** To the extent not inconsistent with the provisions of this Section, Section 133 of the Act shall control upon any taking by eminent domain.

Section 7. CONSTRUCTION REQUIREMENTS

7.1 Design Standards. Design standards for Units in the Project are set forth in this Section. Design standards promote quality, value and stability, for Unit Owners. The standards in this Section are intended to promote consistency of architecture and landscape design and to enhance and preserve real estate values.

7.2 Developer Approvals. During the Development and Sales Period, no residences, buildings, fences, walls, drives, walks or other improvements shall be commenced, erected or maintained, nor shall any addition to, or external change in the appearance of any structure be made (including color and design), nor shall any hedges, trees, plantings or landscaping modifications be made, until plans or specifications acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of the structure or improvement and the grading and landscaping plan of the area to be affected, have been submitted to and approved in writing by Developer. A \$250 fee (such fee may be adjusted from time to time in the discretion of the Developer) must be paid to the Developer at the time of submission of the plans and specifications to cover the architectural cost of review. The Developer shall have the right to refuse to approve any plans or specifications, including the grading and landscaping plans, which are not suitable or desirable in its opinion for aesthetic or other reasons. In passing upon such specifications, grading or landscaping plans, the Developer shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to erect the same, and the degree of harmony with the Condominium as a whole.

7.3 Review Committee. Upon the completion of the Development and Sales Period an architectural review committee (the "**Review Committee**") will be established by the Board of Directors to review all changes to a Unit which are subject to the design standards of this Section 7. The mission of the Review Committee is to ensure that all plans submitted for review, and all subsequent exterior changes or modifications, meet the criteria established in the design standards. The design standards for the Project are intended to provide a compatible neighborhood image.

7.4 Architectural Review. Following the Development and Sales Period, no residence, structure or other improvements shall be constructed within a Unit or elsewhere on the Property, nor shall any exterior modification be made to any existing residence, structure or improvement, unless plans and specifications containing such detail as the Review Committee may reasonably require have first been approved in writing by the Review Committee. The Review Committee may establish a fee to cover the cost of its review. The Review Committee shall have the right to refuse to approve any plans and specifications, color or material applications, grading or landscaping plans, or building location plans which are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on such plans and specifications the Review Committee shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site on which it is proposed to be constructed, the proposed location of any improvement within the Unit, the location of structures within adjoining Units and the degree of harmony with the Condominium as a whole.

7.5 Approval of Contractor. All residences and other structures shall be constructed only by residential home builders licensed by the State of Michigan and approved in writing by the Developer, or following the Development and Sales Period, by the Review Committee. If building construction is intended to commence within 3 months after the date of plan approval, the name of the proposed residential builder must be submitted at the time the plans and specifications are submitted. If construction is to be delayed beyond 3 months, the name of the proposed residential builder must be submitted for approval at least 60 days prior to the commencement of construction. In its approval process, the Developer or Review Committee, respectively, may take into consideration the qualifications of the proposed builder along with its reputation in the community before deciding whether or not that builder will be approved for participation in the Project. Construction of all other improvements, including swimming pools and landscaping, must also be done by contractors approved in writing by the Developer or Review Committee, respectively.

7.6 Specific Requirements. All approvals required by this Section shall comply with the following requirements:

(a) Construction Materials.

(i) Each residence shall be finished with wood, cement board (pre-stained product), masonry (brick), or stone exterior, including wood windows of exterior white color, and clad with aluminum. No exterior stucco shall be permitted. At least 30% of the front elevation shall consist of natural materials (such as brick or stone).

(ii) Roofs must be of cedar, metal or asphalt shingles (the shingles must be of architectural grade). Driveways must be concrete (brick accenting is permitted and painting is prohibited). Any children's play areas and decorative fencing shall be constructed of wood or vinyl.

(iii) All exterior paints, stains and material colors must be shown as part of the plan submitted for approval, and samples shall be furnished to the Developer or Review Committee, as appropriate, upon request.

(iv) The exterior of residences shall have the same type of exterior surface on the front and the two sides.

(v) Garages must be constructed simultaneously with the residence. At the time of construction of a residence, an attached garage or detached garage containing not less than 2 stalls shall also be constructed by the owner. The garage must be aesthetically compatible to the residence located on the Unit.

(vi) All fences must comply with the Charter Township of Grand Haven zoning ordinance and provided all chain link fences must be of a nongalvanized nature.

(vii) A concrete driveway (brick accenting is permitted and painting is prohibited) must be installed on each Unit.

(b) Size and Space Requirements. No residence shall be constructed on any Unit with less than the following sizes of finished living areas (as calculated on exterior dimensions), exclusive of decks, porches, patios, garages and basements (whether full basements, daylight basements or walkout basements):

One-story residence:	1,500 sq. ft.
One & one-half or Two story residence:	1,200 sq. ft. main floor and 2,200 sq. feet total

(c) Improvements and Outbuildings. Each residence must be equipped with an attached garage of not less than 2 stalls and not more than 4 stalls, and outside parking for a minimum of 4 vehicles shall be provided on or along the driveway. One additional detached structure of a size as approved by the Developer will be permitted for storage or accessory garage space.

(d) Letter and Delivery Boxes. The Developer will determine the location, design and permitted lettering of all mail and/or paper delivery boxes. All of such delivery boxes shall be of a uniform and consistent character as determined by the Developer, and the Developer shall purchase and install such boxes unless the Developer delegates such purchaser or installation obligation to an Owner.

(e) Unit Construction Expenses.

- (1)** Unit Owners will be charged the following construction and closing expenses by the Developer:
 - (i)** architectural review fee for the Unit improvements;
 - (ii)** letter and delivery box for the Unit;
 - (iii)** contribution to the Association reserve fund in the amount of \$500.⁰⁰.
 - (iv)** all water and sewer service hook-up fees and assessments for the Unit.
- (2)** Unit Owners must perform the following construction on their Unit:
 - (i)** The planting of a tree approved by the Developer in the Unit's front yard; and
 - (ii)** The installation of concrete sidewalks along each Unit's private road frontage(s) and parallel to the private roads within the private roadway easement as shown by the Subdivision Plan;

- (3) The sidewalks required by subsection (e)(2) above shall be constructed in accordance with the requirements of Section ___ of the Charter Township of Grand Haven Board Resolution approving the site plan of the Project. To the extent the road frontage sidewalk on any Unit is constructed by the Developer, the Owner shall reimburse the Developer for the cost of constructing the sidewalk on the Unit.

7.7 Codes and Ordinances. In addition to the construction requirements contained in this Section, all buildings and other structures must comply with applicable building, mechanical, electrical and plumbing codes of the applicable jurisdictions in effect at the time the building or structure is erected.

7.8 Time for Construction. At the time of submitting the name of a proposed residential builder for approval, a date for commencement of construction (which shall not be more than 1 year after the date of approval) must be agreed upon and approved by the Developer. Once construction has started, work on the building must be diligently pursued and completed within a maximum of 12 months from the date of commencement; provided, that the Committee may extend the time for either commencement and/or completion when, in its opinion, conditions warrant an extension.

7.9 Reserved Developer Rights. The purpose of Section 7 is to assure the continued maintenance of the Condominium as an attractive and harmonious residential development, and its provisions shall be binding upon both the Association and upon all Owners in the Project. The Developer (or any residential builder to whom the Developer has assigned such rights) shall have the right to maintain a model unit, sales office, advertising display signs, storage areas and reasonable parking incident to its sales efforts and such access to, from and over the Property as may be reasonable to enable development and sale of the entire Project.

7.10 Review Committee Appointment. Following the Development and Sale Period the Association shall appoint 3 members to the Review Committee. In each succeeding year, or at such other intervals as the Board may decide, the Board shall appoint or re-appoint the 3 members to serve on the Review Committee.

7.11 Permitted Variance. The Review Committee may, upon a showing of practical difficulty or other good cause, grant variances from the requirements of this Section, but only to the extent and in such a manner as do not violate the spirit and intent of the requirements.

7.12 Restrictions Upon Driveway Access to Ferris Street. No Unit in the Condominium shall have driveway access to Ferris Street.

Section 8. USE AND OCCUPANCY RESTRICTIONS

8.1 Residential Use. Condominium Units shall be used exclusively for residential occupancy, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a family residence as permitted by Township zoning ordinances, and purposes incidental to residential use. Home occupations conducted entirely within the residence and participated in solely by members of the same family residing in the residence, which do not

generate unreasonable traffic by members of the general public and do not change the residential character of the Unit or neighborhood, are permitted as incidental to primary residential use. No building intended for other business uses, and no apartment house, rooming house, day care facility, foster care residence or other commercial and/or multiple-family dwelling of any kind shall be erected, placed or permitted on any Unit.

8.2 Home Occupations. To be permitted as a "**home occupation**", there must be: (i) no sign or display which indicates from the exterior that the residence is being utilized for business or commercial purposes; (ii) no goods or commodities shall be kept for viewing and/or sale upon the Unit or within the Project; and (iii) no mechanical or electrical equipment is used, other than personal computers and other office type equipment. In no event shall any barber shop, styling salon, beauty parlor, tea room, day care center, animal hospital, or any other form of animal care and/or treatment such as dog trimming, be considered as a permitted home occupation.

8.3 Common Areas. The Common Elements shall be used only by the Owners of Units in the Condominium and by their agents, tenants, family members, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units; provided, that any parking areas or other Common Elements designed for a specific purpose shall be used only for those purposes or other uses approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Owner, and shall be subject to any lease or easement presently in existence or entered into by the Board at some future date which affects all or any part of the Common Elements.

8.4 Use and Occupancy Restrictions. In addition to the general requirements of Sections 8.1, 8.2, and 8.3, the use of the Project and its Common Elements by any Owner shall be subject to the following specific restrictions:

(a) **Exterior Changes.** No Owner shall make any additions, alterations, or modifications to any of the Common Elements, nor make any changes to the exterior appearance of the building or other improvements located within the perimeters of the Owner's Unit without prior approval of the Developer or the Review Committee. A change in the color of a residence or a significant landscaping change are included within the meaning of a change in exterior appearance.

(b) **Unit Rental.** No portion of a Unit may be rented and no transient tenants may be accommodated in any building; provided, that this restriction shall not prevent the rental or Sublease of an entire Unit together with its appurtenant Limited Common Elements for residential purposes in the manner permitted in Section 10.

(c) **Nuisances.** No nuisances shall be permitted on the Property nor shall any use or practice be permitted which is a source or annoyance to, or which unreasonably interferes with the peaceful possession or proper use of the Project by its residents. No Unit shall be used in whole or in part for the storage of rubbish or trash, nor for the storage of any property or thing that may cause the Unit to appear in an unclean or untidy condition. No substance or material shall be kept on a Unit that will emit foul or

obnoxious odors, or that will cause excessive noise which will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding Units.

(d) Prohibited Uses. No unlawful use shall be conducted on the Property, and nothing shall be done or kept in any Unit or on the Common Elements which will increase the rate of insurance for the Project without the prior written consent of the Association. No Owner shall permit anything to be done or kept in the Owner's Unit or elsewhere on the Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common Elements, or which will be in violation of any law.

(e) Signs. No signs or other advertising devices other than a professionally made unlit sign which is not larger than 12 square feet in size, (i) advertising a unit for sale, or (ii) during construction of a residence until the issuance of a certificate of occupancy, one sign showing the name of the contractor of the residence, shall be displayed from any residence or on any Unit which are visible from the exterior of the Unit or from the Common Elements without written permission from the Association or its managing agent.

(f) Personal Property. No Owner shall display, hang or store any clothing, sheets, blankets, laundry or other Sections of personal property outside a residence or ancillary building. This restriction shall not be construed to prohibit an Owner from placing and maintaining outdoor furniture and accoutrements and decorative foliage of a customary nature and appearance on a patio, deck or balcony of a Unit; provided, that no such furniture or other personal property shall be stored on any open patio, deck or balcony which is visible from another Unit or from the Common Elements of the Project.

(g) Firearms and Weapons. No Owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest or member of the Owner's family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, fireworks or other dangerous weapons, projectiles or devices anywhere on or about the Property, except that legal fireworks may be used in compliance with State law and Grand Haven Township ordinances.

(h) Pets and Animals. No exotic, savage or dangerous animal shall be kept on the Property and no animal may be kept or bred for commercial purposes. Common household pets permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the Board from time to time, and must at all times be kept under care and restraint so as not to be obnoxious on account of noise, odor or unsanitary conditions. No animal shall be permitted to run loose upon the Common Elements, nor upon any Unit except the Unit owned by the owner of such animal, and the owner of each pet shall be responsible for cleaning up after it.

(i) Recreational Vehicles. Any recreational vehicles, motor homes, boats or trailers shall be parked or stored in the garage of the Unit so long as the storage will allow full closure of the garage door, except that one such vehicle (per Unit) may be parked or stored elsewhere on the Unit in compliance with applicable zoning ordinances. No snowmobile, all-terrain vehicle or other motorized recreational vehicle shall be

operated on the Property. No maintenance or repair shall be performed on any boat or recreational vehicle except within a garage or residence where totally isolated from public view.

(j) Lawn Care and Landscaping. Each Unit owner may leave portions of the Unit in a natural state. Each Owner shall mow all grass outside of natural areas at least 2 times each month during the growing season. Each Unit Owner shall plant a hardwood tree of at least 4" in diameter, of a type approved by the Developer, in front of the Unit within 15 feet of the road. Removal of any tree of a size greater than 4" in diameter shall require approval of the Developer during the Development and Sales Period, and thereafter by the Review Committee.

(k) Recreational Facilities. All exterior pools, tennis courts, hot tubs and spas must be approved by the Review Committee prior to installation.

(l) Trash Containers and Pick Up. All trash shall be placed in containers approved by the Review Committee and kept inside the garage or other fully enclosed area except for short periods of time reasonably necessary to permit collection. All trash will be picked up by a single company selected by the Association.

(m) Exterior Lighting. No vapor lights, dusk-to-dawn lights or other lights which are regularly left on during the night may be installed or maintained on any Unit without the prior consent of the Review Committee.

(n) Solar Panels and Satellite Dishes. No solar panel may be installed on any Unit until the type, design, and location of the solar panel has been approved in writing by the Review Committee. An Owner may install a satellite dish on the Owner's Unit, subject to reasonable prior approval by the Review Committee as to size, location, color and screening. To the extent required by applicable federal law, the Review Committee's regulations shall not unreasonably impair an Owner's installation, maintenance or use of the satellite dish.

(o) Use of Common Elements. The General Common Elements shall not be used for the storage of supplies or personal property (except for such short periods of time as may be reasonably necessary to permit the placement of trash for collection the next day). No watercraft are permitted on any waterways, ponds, bayous, or basins within the Project. No motor vehicles are permitted to be operated within the Open Space. No vehicles shall be parked on or along the roadway(s) (except in the event of approved parties or receptions generating a need for off-site parking), and Owners shall not personally use or obstruct any guest parking areas which may be located on the Common Elements of the Project without the prior consent of the Association. No Owner shall in any way restrict access to any utility line or other area that must be accessible to service the Common Elements or which affects an Association responsibility in any way. In general, no activity shall be carried on nor condition maintained by any Owner either in the Owner's Unit or upon the Common Elements which despoils the appearance of the Condominium.

(p) **Park.** The Park (as designated in the Condominium Subdivision Plan) shall be used only as a park area. All use or improvement of the Park shall be subject to those rules and policies as may be established and amended from time to time by the Developer during the Development and Sales Period, and thereafter by the Board of Directors.

(q) **Application of Restrictions.** Unless arbitration is elected pursuant to these Bylaws, a dispute or question as to whether a violation of any specific regulation or restriction contained in this Section has occurred shall be submitted to the Board of the Association which shall conduct a hearing and render a decision in writing, which decision shall be binding upon all owners and other parties having an interest in the Project.

8.5 Zoning Compliance. In addition to the restrictions contained in Section 8, the use of any Unit or structure located on the Property must satisfy the requirements of the zoning ordinances of the municipality in which the Project is located in effect at the time of the contemplated use, unless a variance for such use is obtained from any unit of government with jurisdiction over the use of the Unit and Property.

8.6 Rules of Conduct. Additional rules and regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of Units and Common Elements, may be promulgated and amended by the Board. Copies of such rules and regulations must be furnished by the Board to each Owner at least 10 days prior to their effective date, and may be revoked at any time by the affirmative vote of 60% or more of all Owners.

8.7 Enforcement by Developer. The Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community, used and occupied for the benefit of the Owners and all other persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, replace and landscape in a manner consistent with the maintenance of such standards, the Developer, or any person to whom it may assign this right may, at its option, elect to maintain, repair and/or replace any Common Elements or to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, which right of enforcement shall include (without limitation) an action to restrain the Association or any Owner from any prohibited activity.

8.8 Owner Enforcement. An aggrieved Owner will also be entitled to compel enforcement of the Condominium Documents by action for injunctive relief and/or damages against the Association, its officers or another Owner in the Project.

8.9 Ottawa County Drain Commission Restrictions. The following restrictions are imposed by the Ottawa County Drain Commission and shall not be amended without the consent of the Ottawa County Drain Commissioner:

(a) **Floor and Opening Elevation Restrictions.** The lowest allowable floor elevations are set at 1' or more above the high ground water elevation. The lowest

allowable opening elevations are set 1' or more above the 100-year floodplain or hydraulic gradeline of the storm system. These elevations are set to reduce the risk of structural damage and the flooding of residential interiors. A waiver from elevations may be granted by the Ottawa County Drain Commissioner following receipt of a certification from a registered professional engineer demonstrating that the proposed elevation does not pose a risk of flooding.

(b) Easement for Surface Drainage. Easements for Drainage as described and depicted in the Condominium Subdivision Plan attached to the Master Deed as Exhibit B are for the benefit of upland Units within the Project and any construction, development, or grading that occurs within these easements will interfere with the drainage rights of those upland Units. Such Easements for Drainage are for the continuous passage of surface drainage, and each Owner will be responsible for maintaining the surface drainage system across his or her Unit. The Ottawa County Drain Commissioner's Office does not permit structures in Drainage Easements. This includes, but is not limited to, swimming pools, sheds, garages, patios, decks, fences or other permanent structures or landscaping features. No dumping of grass clippings, leaves, brush or other refuse is allowed within a Drainage Easement, because these items obstruct drainage, restrict flow and plug culverts, which can lead to higher maintenance costs and cause flooding situations.

(c) Block Grading Plan. The block grading plan applicable to the Project shows the direction of flow for the surface drainage for all Units. It is the Unit Owner's responsibility to ensure that the final grading of the Unit is in accordance with the block grading plan. During the final lot grading and landscaping, the Owner shall take care to ensure that the installation of fences, plantings, trees, and shrubs do not interfere with nor concentrate the flow of surface drainage. No changes will be made in the grading of any areas used for drainage which would later affect surface run-off drainage patterns without the prior written consent of the Ottawa County Drain Commissioner for all portions of drainage system.

(d) Footing Drains & Sump Pumps. Laundry facilities or other similar features shall not be connected to a footing drain or sump pump system discharging to footing laterals and the storm sewer system. Laundry facilities and sewage lift pumps must discharge into the sanitary sewage disposal system.

(e) Soil Erosion and Sedimentation Control Permits. Each Owner will be responsible for the erosion control measures necessary on his or her Unit to keep loose soil from construction activities out of the street, catch basins, and off of adjacent property. If any sedimentation in the street, catch basins, or adjacent Units results from construction occurring on another Unit, then the Owner of the Unit causing the sedimentation problem is responsible to clean up the problem.

8.10 Remedies on Breach. In addition to the remedies granted by Section 5.5 for the collection of assessments, the Association shall have the right, in the event of a violation of the restrictions on use and occupancy imposed by this Section 8, to enter the Unit and to remove or correct the cause of the violation. Such entry will not constitute a trespass, and the Owner of the

Unit will reimburse the Association for all costs of the removal or correction. Failure to enforce any of the restrictions contained in this Section will not constitute a waiver of the right of the Association to enforce restrictions in the future.

8.11 Reserved Rights of Developer. The restrictions contained in this Section shall not apply to the commercial activities of the Developer during the Development and Sale Period. The Developer shall also have the right to maintain a sales office, advertising display sign, storage areas and reasonable parking incident to its sales efforts and such access to, from and over the Property as may be reasonable to enable development and sale of the entire Project, and allow builders to participate in "Parade of Homes" exhibitions during the Development and Sales Period.

8.12 Assignment and Succession. Any or all of the rights granted to or reserved by the Developer in the Condominium Documents or by law, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by an appropriate document in writing, signed by the Developer and recorded in the Register of Deeds Office for the county in which the Project is located. Upon such qualification, the assignee will have the same rights and powers as those granted to or reserved by the Developer in the Condominium Documents.

Section 9. MORTGAGES

9.1 Notice to Association. Any Owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee (referenced in this Section as the "Mortgagees"). The information relating to Mortgagees will be made available to the Developer or its successors as needed for the purpose of obtaining consent from, or giving notice to Mortgagees concerning actions requiring consent or notice to Mortgagees under the Condominium Documents or the Act.

9.2 Insurance. Upon request of any Mortgagee, the Association shall notify that Mortgagee of the name of each company insuring the Condominium with the amounts of the coverage.

9.3 Rights of Mortgagees. Except as otherwise required by applicable law or regulations, a Mortgagee of a Unit will be entitled to: (i) inspect the books and records relating to the Project upon reasonable notice; (ii) receive a copy of the annual financial statement which is distributed to Owners; (iii) notice of any default under the Condominium Documents by its mortgagor in the performance of the mortgagor's obligations which is not cured within 30 days; and (iv) notice of all meetings of the Association and its right to designate a representative to attend the meetings.

Section 10. LEASES

10.1 Notice of Lease. An Owner, including the Developer, intending to lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to the prospective tenant. No Unit shall be leased for a period of less than 6 months without the prior written consent of the Association.

10.2 Terms of Lease. All occupants of a Unit shall comply with all the conditions of the Condominium Documents of the Project, and all lease and rental agreements must require such compliance.

10.3 Remedies of Association. If the Association determines that any occupant other than an Owner has failed to comply with any conditions of the Condominium Documents, the Association may take the following action:

(a) **Notice.** The Association shall notify the Owner by certified mail advising of the alleged violation by the occupant.

(b) **Investigation.** The Owner will have 15 days after receipt of the notice to investigate and correct the alleged breach by the occupant or to advise the Association that a violation has not occurred.

(c) **Legal Action.** If, after 15 days the Association believes that the alleged breach has not been cured or may be repeated, it may institute an action for eviction against the occupant and a simultaneous action for money damages (in the same or in a separate action) against the Owner and occupant for breach of the conditions of the Condominium Documents. The relief provided for in this Section may be by summary proceeding. The Association may hold both the tenant and the Owner liable for any damages to the Common Elements caused by the Owner or occupant in connection with the Unit or the Project.

10.4 Liability for Assessments. If an Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to an occupant occupying the Owner's Unit under a lease or rental agreement and the occupant, after receiving such notice, shall deduct from rental payments due the Owner the full arrearage and future assessments as they fall due and pay them to the Association. Such deductions shall not be a breach of the lease agreement by the occupant.

Section 11. TRANSFER OF UNITS

11.1 Unrestricted Transfers. An individual Owner may, without restriction under these Bylaws, sell, give, devise or otherwise transfer the Owner's Unit, or any interest in the Unit.

11.2 Notice to Association. Whenever an Owner shall sell, give, devise or otherwise transfer the Owner's Unit, or any interest in the Unit, the Owner shall give written notice to the Association within 5 days after consummating the transfer. Such notice shall be accompanied by documents evidencing the title or interest transferred.

Section 12. ARBITRATION

12.1 Submission to Arbitration. Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws or other Condominium Documents, and any disputes, claims or grievances arising among or between Owners or between such Owners and the Association may, upon the election and written consent of the

parties to the dispute, claim or grievance, and written notice to the Association, be submitted to arbitration and the parties shall accept the arbitrator's decision and/or award as final and binding. The Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time, shall be applicable to all such arbitrations.

12.2 Disputes Involving the Developer. A contract to settle by arbitration may also be executed by the Developer and any claimant with respect to any claim against the Developer that might be the subject of a civil action, provided that:

(a) **Purchaser's Option.** At the exclusive option of a purchaser or Owner in the Project, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim involves an amount less than \$2,500.00 and arises out of or relates to a purchase agreement, Unit or the Project.

(b) **Association's Option.** At the exclusive option of the Association of Owners, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim arises out of or relates to the Common Elements of the Project, if the amount of the claim is \$10,000.00 or less.

12.3 Preservation of Rights. Election by any Owner or by the Association to submit any dispute, claim or grievance to arbitration shall preclude such party from litigating the dispute, claim or grievance in the courts. Except as provided in this Section, however, all interested parties shall be entitled to petition the courts to resolve any dispute, claim or grievance in the absence of an election to arbitrate.

Section 13. OTHER PROVISIONS

13.1 Definitions. All terms used in these Bylaws shall have the same meaning assigned by the Master Deed to which the Bylaws are attached, or as defined in the Act.

13.2 Severability. In the event that any of the terms, provisions, or covenants of these Bylaws or of any Condominium Document are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

13.3 Notices. Notices provided for in the Act, Master Deed or Bylaws shall be in writing, and shall be addressed to the Association at its registered office in the State of Michigan, and to any Owner at the address contained in the deed of conveyance, or at such other address as may subsequently be provided. The Association may designate a different address for notices to it by giving written notice of such change of address to all Owners. Any Owner may designate a different address for notices by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

13.4 Amendment. These Bylaws may be amended, altered, changed, added to or repealed only in the manner prescribed by Section 9 of the Master Deed.

13.5 Conflicting Provisions. In the event of a conflict between the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern. In the event of a conflict between the provisions of any one or more of the Condominium Documents themselves, the following order of priority shall be applied and the provisions of the document having the highest priority shall govern:

- (1) the Master Deed, including the Condominium Subdivision Plan (but excluding these Bylaws);
- (2) these Condominium Bylaws;
- (3) the Sections of Incorporation of the Association;
- (4) the Association Bylaws;
- (5) the Rules and Regulations of the Association; and
- (6) the Disclosure Statement.

NOTE TO THE REGISTER OF DEEDS:
 THE CONDOMINIUM PLAN NUMBER MUST BE
 ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN
 A NUMBER HAS BEEN ASSIGNED TO THIS
 PROJECT, IT MUST BE PROPERLY SHOWN ON
 THE TITLE OF THIS SHEET, THE SURVEYOR'S
 CERTIFICATE ON SHEETS 2 THROUGH 7, AND
 ON THE MASTER DEED.

OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NO.
 EXHIBIT "B" TO THE MASTER DEED OF:

COPPER STONE SITE CONDOMINIUM

GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN

DEVELOPER:

GRAND HAVEN DEVELOPMENT GROUP, LLC
 510 MILLER DRIVE
 GRAND HAVEN, MICHIGAN 49417

ENGINEER:

MOORE & BRUGGINK, INC.
 2020 MONROE AVENUE, NW
 GRAND RAPIDS, MICHIGAN 49505

PROPERTY DESCRIPTION
 PHASE I

PART OF THE SOUTHWEST ONE-QUARTER OF THE SECTION 12, TOWN 7 NORTH, RANGE 16 WEST, GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 12; THENCE SOUTH 89°05'58" EAST 671.12 FEET ALONG THE EAST-WEST ONE-QUARTER LINE OF SAID SECTION; THENCE SOUTH 00°01'43" EAST 50.01 FEET ALONG THE WEST LINE OF THE EAST ONE-HALF OF THE WEST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION TO THE PLACE OF BEGINNING; THENCE SOUTH 89°05'58" EAST 1056.57 FEET PARALLEL WITH AND 50.00 FEET SOUTH OF THE EAST-WEST ONE-QUARTER LINE OF SAID SECTION; THENCE SOUTH 00°06'52" EAST 581.42 FEET PARALLEL WITH THE NORTH-SOUTH ONE-QUARTER LINE OF SAID SECTION; THENCE SOUTH 00°55'15" WEST 165.00 FEET; THENCE SOUTH 10°55'18" EAST 67.44 FEET; THENCE SOUTH 00°03'25" EAST 160.00 FEET; THENCE SOUTH 89°56'35" WEST 119.83 FEET; THENCE SOUTH 00°03'25" EAST 71.20 FEET; THENCE SOUTH 89°56'35" WEST 66.00 FEET; THENCE SOUTH 00°03'25" EAST 151.31 FEET; THENCE SOUTH 89°56'35" WEST 114.98 FEET; THENCE SOUTH 62°32'09" WEST 107.03 FEET; THENCE NORTH 89°12'36" WEST 671.76 FEET PARALLEL WITH THE SOUTH LINE OF SAID SECTION; THENCE NORTH 00°01'43" WEST 1252.13 FEET ALONG THE WEST LINE OF THE EAST ONE-HALF OF THE WEST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION TO THE PLACE OF BEGINNING.

29.2014 ACRES

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	PHASE 1 OVERALL SURVEY PLAN
3	EXPANDABLE AREA SURVEY PLAN
4 & 5	PHASE 1 SURVEY PLAN "A" & "B"
6 & 7	PHASE 1 SITE PLAN "A" & "B"
8 & 9	PHASE 1 UTILITY PLAN "A" & "B"

WILLIAM G. KOZAK, P.E.
 REGISTRATION NO. 26136
 MOORE & BRUGGINK, INC.
 CONSULTING ENGINEERS
 2020 MONROE AVENUE, NW
 GRAND RAPIDS, MICHIGAN 49505

DATE

STEVEN J. GREEN, P.S.
 REGISTRATION NO. 43055
 MOORE & BRUGGINK, INC.
 CONSULTING ENGINEERS
 2020 MONROE AVENUE, NW
 GRAND RAPIDS, MICHIGAN 49505

DATE

THESE CONDOMINIUMS ARE IN ZONE X-AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN

THE INFORMATION LISTED ABOVE COMES FROM THE FLOOD INSURANCE MAP ISSUED BY THE FEDERAL INSURANCE ADMINISTRATION DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, COMMUNITY PANEL NUMBER 260270 0093

EFFECTIVE DATE: DECEMBER 16, 2011

M:\140195.dwg\CONDOMINIUMS\140195_CONDO SHEETS.dwg, SHEET 1, 12/18/2014, 11:56:35 AM, DC

WEST ONE-QUARTER CORNER,
SECTION 12, T7N, R16W,
GRAND HAVEN TOWNSHIP,
OTTAWA COUNTY, MICHIGAN

UNPLATTED

UNPLATTED

EAST-WEST ONE QUARTER LINE

FERRIS STREET

S 89° 05' 58" E 671.12'

S 89° 05' 58" E 1056.57'

N 0° 01' 43" W
50.01'

N=7592.0854
E=5671.0620

PLACE OF BEGINNING

N=7575.4794
E=6727.4965

WEST LINE, EAST ONE-HALF, WEST ONE-HALF, SOUTHWEST ONE-QUARTER, SECTION 12

N 0° 01' 43" W 1252.13'

PHASE I

UNPLATTED

S 0° 06' 52" E 581.42'

N=6994.0584
E=6728.6578

S 0° 55' 15" W
165.00'

N=6829.0797
E=6726.0060

S 10° 55' 18" E
67.44'

N=6762.8658
E=6738.7829

S 0° 03' 25" E
160.00'

N=6602.8659
E=6738.9421

N=6602.7466
E=6619.1085

S 89° 56' 35" W
119.83'

S 0° 03' 25" E
71.20'

N=6531.5488
E=6619.1794

S 89° 56' 35" W
66.00'

N=6531.4831
E=6553.1794

S 0° 03' 25" E
151.31'

N=6339.9553
E=5671.6849

N 89° 12' 36" W 671.76'

N=6330.6945
E=6343.3792

S 62° 32' 09" W
107.03'

N=6380.0554
E=6438.3455

N=6380.1698
E=6553.3300

S 89° 56' 35" W
114.98'

UNPLATTED

UNPLATTED

UNPLATTED

UNPLATTED

BENCHMARKS:

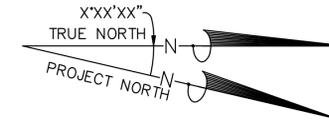
B.M. #1 - ELEVATION 613.16
NAIL IN NORTH FACE OF POWER POLE, 30' SOUTH
OF CENTERLINE 125' EAST OF WILLOWVALE DRIVE

B.M. #2 - ELEVATION 611.64
NAIL IN NORTH FACE OF POWER POLE, 30' SOUTH
OF CENTERLINE 125' EAST OF WILLOWVALE DRIVE

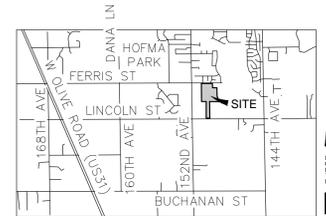
B.M. #3 - ELEVATION 612.09
NAIL IN NORTH FACE OF POWER POLE, 30' SOUTH
OF CENTERLINE 100' EAST OF WOODACRE DRIVE



0 100 200
SCALE: 1" = 100'



THE COORDINATE BASE IS ASSUMED AND THE
ASSUMED COORDINATE OF THE SOUTHWEST CORNER OF
SECTION 12, TOWN 7 NORTH, RANGE 16 WEST, GRAND
HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN IS
NORTH 5000.000
EAST 5000.000



LOCATION MAP
NO SCALE:

PROPERTY DESCRIPTION
PHASE I

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29.2014 ACRES

SURVEYOR'S CERTIFICATE

I, STEVEN J. GREEN, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SUBDIVISION PLAN KNOWN AS OTTAWA COUNTY CONDOMINIUM SUB-DIVISION PLAN NO. , AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION; THAT THERE ARE NO ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED; THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF PUBLIC ACTS OF 1978; THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

STEVEN J. GREEN, P.S. DATE
REGISTRATION NO. 43055
MOORE & BRUGGINK, INC.
2020 MONROE AVENUE, N.W.
GRAND RAPIDS, MICHIGAN 49505

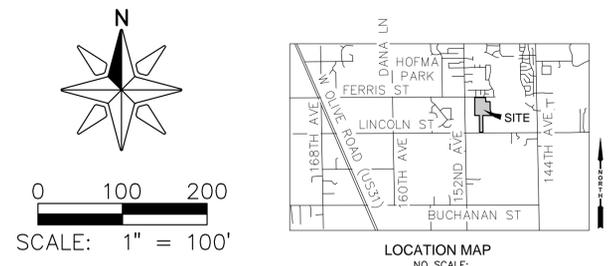
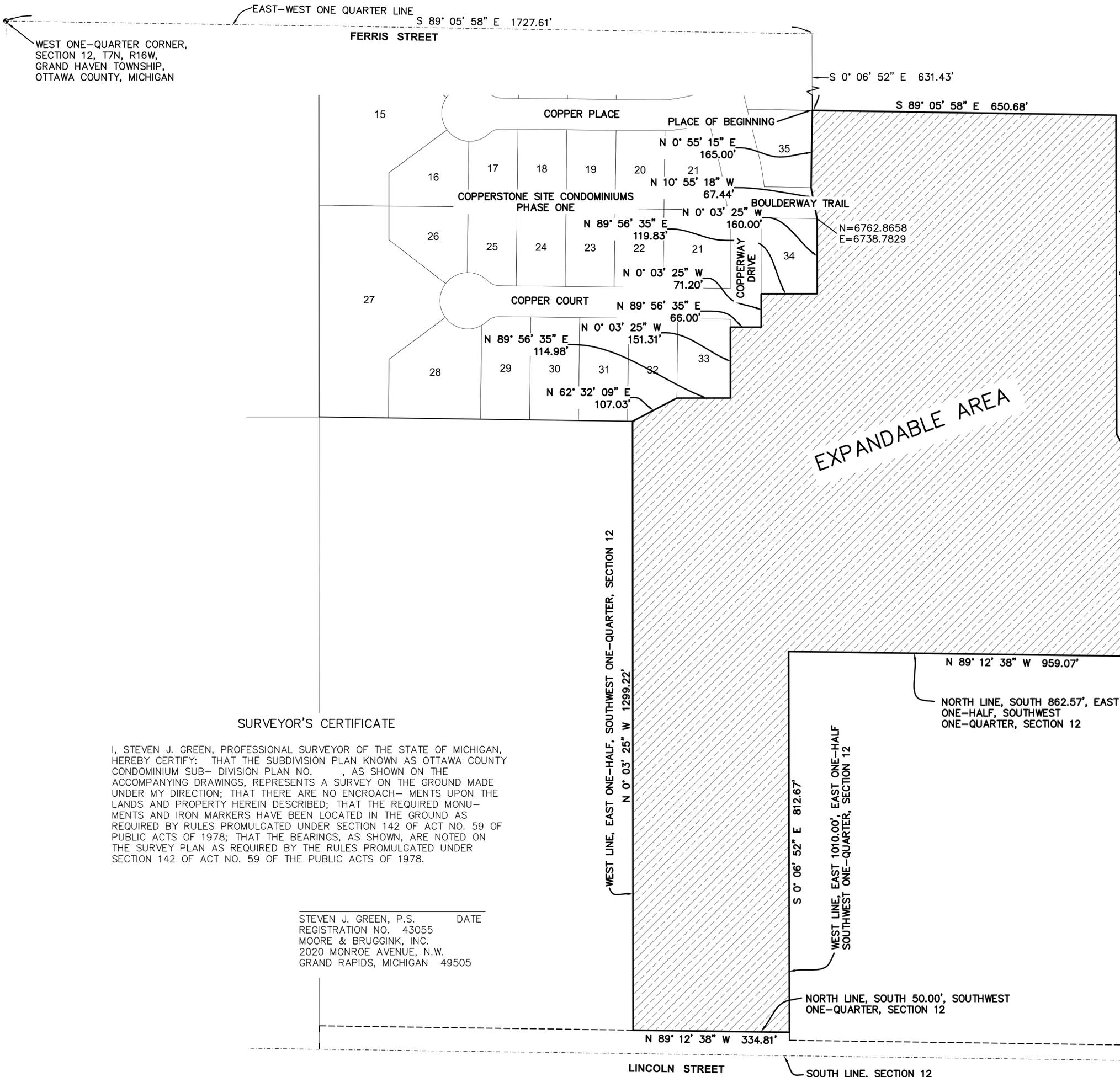
PHASE I SURVEY
COPPER STONE SITE CONDOMINIUM

DATED _____

MOORE & BRUGGINK, INC. 2020 MONROE AVENUE, N.W.
GRAND RAPIDS, MICHIGAN 49505

WILLIAM G. KOZAK, P.E.

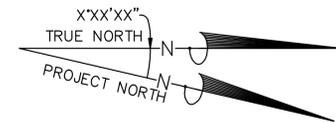
SHEET 2



**PROPERTY DESCRIPTION
EXPANDABLE AREA**

PART OF THE SOUTHWEST ONE-QUARTER OF THE SECTION 12, TOWN 7 NORTH, RANGE 16 WEST, GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 12; THENCE SOUTH 89°05'58" EAST 1727.61 FEET ALONG THE EAST-WEST ONE-QUARTER LINE OF SAID SECTION; THENCE SOUTH 00°06'52" EAST 631.43 FEET PARALLEL WITH NORTH-SOUTH ONE-QUARTER LINE OF SAID SECTION TO THE PLACE OF BEGINNING; THENCE SOUTH 89°05'58" EAST 650.68 FEET PARALLEL WITH SAID EAST-WEST ONE-QUARTER LINE; THENCE SOUTH 00°06'52" EAST 680.37 FEET PARALLEL WITH SAID NORTH-SOUTH ONE-QUARTER LINE; THENCE SOUTH 28°13'59" EAST 541.57 FEET; THENCE NORTH 89°12'38" WEST 959.07 FEET ALONG THE NORTH LINE OF THE SOUTH 862.57 FEET OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION; THENCE SOUTH 00°06'52" EAST 812.67 FEET ALONG THE WEST LINE OF THE EAST 1010.00 FEET OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION; THENCE NORTH 89°12'38" WEST 334.81 FEET ALONG THE NORTH LINE OF THE SOUTH 50.00 FEET OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION; THENCE NORTH 00°03'25" WEST 1299.22 FEET ALONG THE WEST LINE OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION; THENCE NORTH 62°32'09" EAST 107.03 FEET; THENCE NORTH 89°56'35" EAST 114.98 FEET; THENCE NORTH 00°03'25" WEST 151.31 FEET; THENCE NORTH 89°56'35" EAST 66.00 FEET; THENCE NORTH 00°03'25" WEST 71.20 FEET; THENCE NORTH 89°56'35" EAST 119.83 FEET; THENCE NORTH 00°03'25" WEST 160.00 FEET; THENCE NORTH 10°55'18" WEST 67.44 FEET; THENCE NORTH 00°55'15" EAST 165.00 FEET TO THE PLACE OF BEGINNING.

30.3589 ACRES



THE COORDINATE BASE IS ASSUMED AND THE ASSUMED COORDINATE OF THE SOUTHWEST CORNER OF SECTION 12, TOWN 7 NORTH, RANGE 16 WEST, GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN IS NORTH 5000.000 EAST 5000.000

SURVEYOR'S CERTIFICATE

I, STEVEN J. GREEN, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SUBDIVISION PLAN KNOWN AS OTTAWA COUNTY CONDOMINIUM SUB-DIVISION PLAN NO. , AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION; THAT THERE ARE NO ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED; THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF PUBLIC ACTS OF 1978; THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

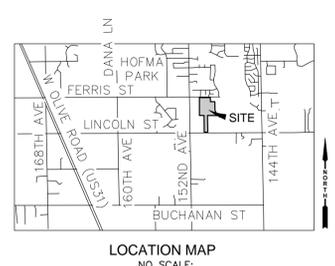
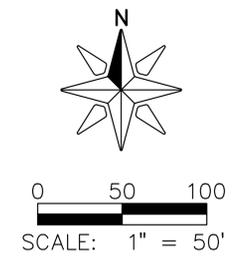
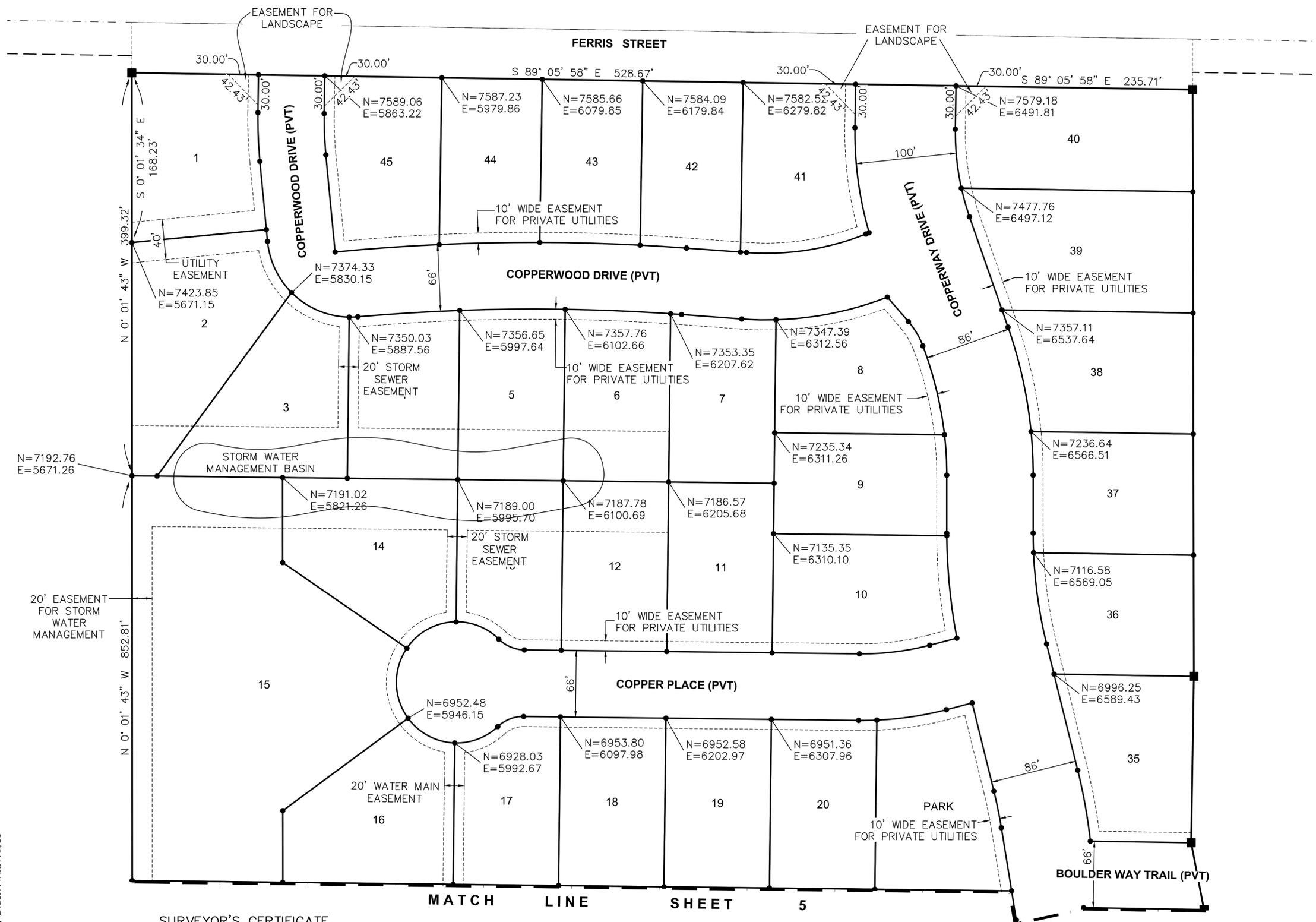
STEVEN J. GREEN, P.S. DATE _____
 REGISTRATION NO. 43055
 MOORE & BRUGGINK, INC.
 2020 MONROE AVENUE, N.W.
 GRAND RAPIDS, MICHIGAN 49505

DATED _____
 WILLIAM G. KOZAK, P.E.

**EXPANDABLE AREA SURVEY PLAN
COPPER STONE SITE CONDOMINIUM**

MOORE & BRUGGINK, INC. 2020 MONROE AVENUE, N.W.
 GRAND RAPIDS, MICHIGAN 49505

M:\140195.dwg\CONDOMINIUMS\140195_CONDO_SHEETS.dwg, SHEET 3, 12/18/2014, 11:50:38 AM, DC



Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C12	13.17	82.00	N4° 39' 33"W	13.16

SURVEYOR'S CERTIFICATE

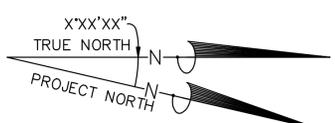
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STEVEN J. GREEN, P.S.
 DATE REGISTRATION NO. 43055
 MOORE & BRUGGINK, INC.
 2020 MONROE AVENUE, N.W.
 GRAND RAPIDS, MICHIGAN 49505

- LEGEND**
- PROPOSED CONCRETE MONUMENT
 - PROPOSED IRON STAKE

DATED _____

 WILLIAM G. KOZAK, P.E.

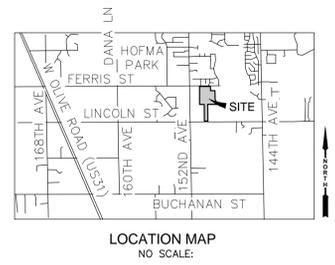
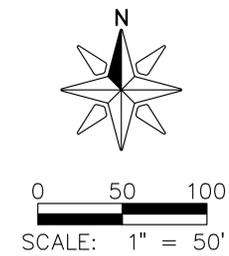


THE COORDINATE BASE IS ASSUMED AND THE ASSUMED COORDINATE OF THE SOUTHWEST CORNER OF SECTION 12, TOWN 7 NORTH, RANGE 16 WEST, GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN IS NORTH 5000.000 EAST 5000.000

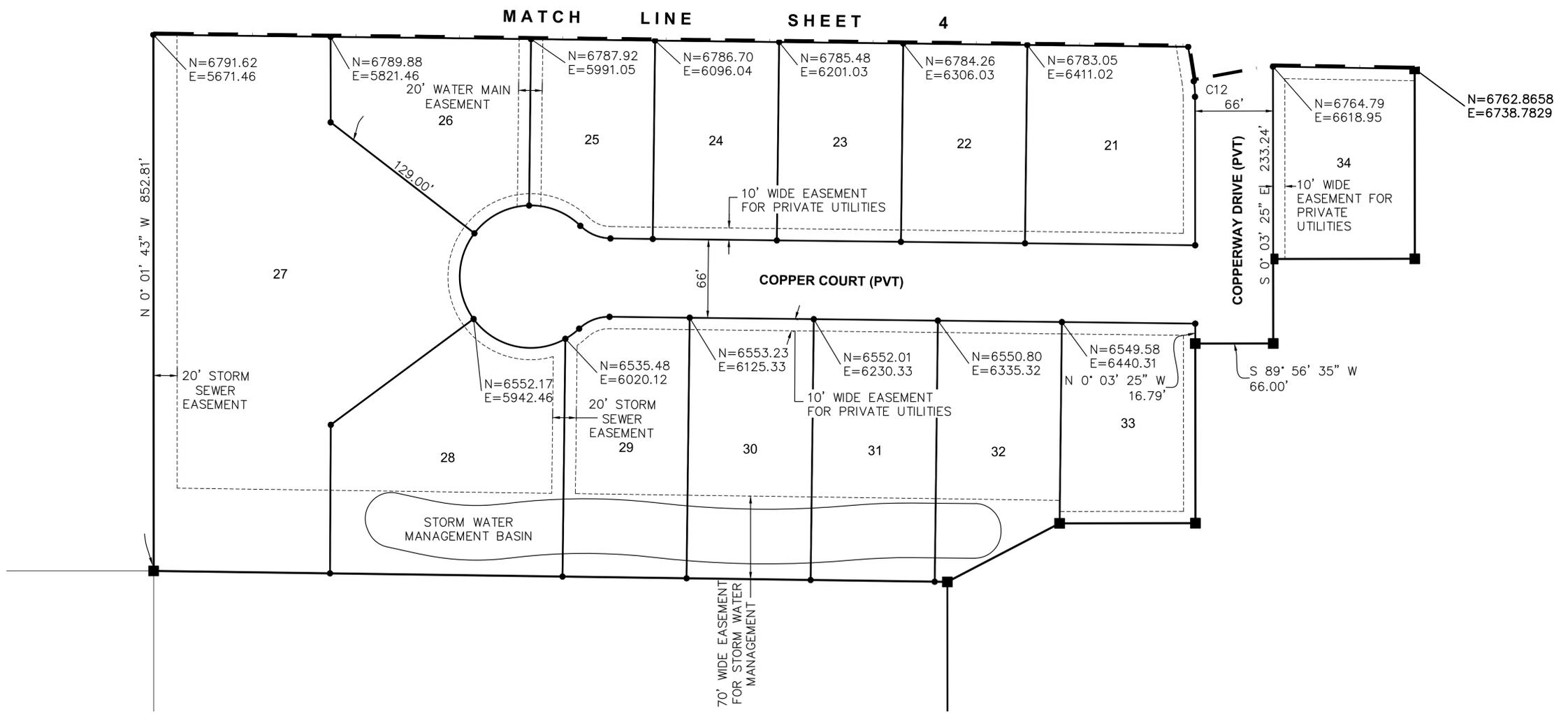
SURVEY PLAN "A"
COPPER STONE SITE CONDOMINIUM

MOORE & BRUGGINK, INC. 2020 MONROE AVENUE, N.W.
 GRAND RAPIDS, MICHIGAN 49505

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Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
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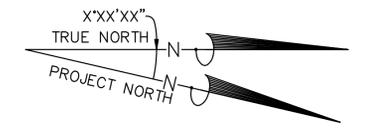


SURVEYOR'S CERTIFICATE

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STEVEN J. GREEN, P.S. DATE _____
 REGISTRATION NO. 43055
 MOORE & BRUGGINK, INC.
 2020 MONROE AVENUE, N.W.
 GRAND RAPIDS, MICHIGAN 49505

- LEGEND**
- PROPOSED CONCRETE MONUMENT
 - PROPOSED IRON STAKE



THE COORDINATE BASE IS ASSUMED AND THE ASSUMED COORDINATE OF THE SOUTHWEST CORNER OF SECTION 12, TOWN 7 NORTH, RANGE 16 WEST, GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN IS NORTH 5000.000 EAST 5000.000

SURVEY PLAN "B"
COPPER STONE SITE CONDOMINIUM

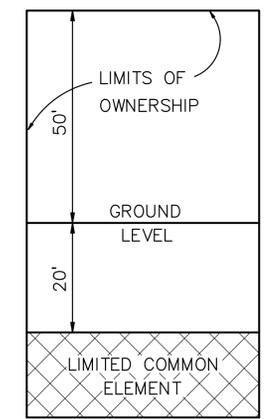
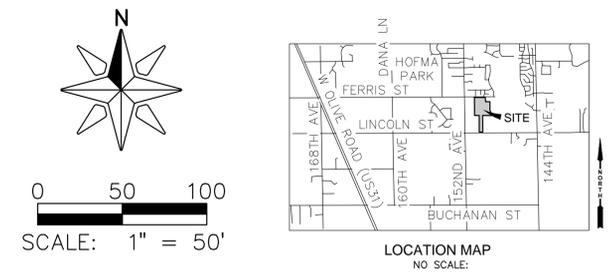
MOORE & BRUGGINK, INC. 2020 MONROE AVENUE, N.W.
 GRAND RAPIDS, MICHIGAN 49505

DATED _____

 WILLIAM G. KOZAK, P.E.

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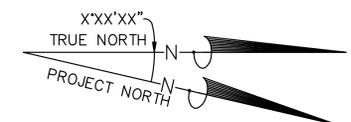
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TYPICAL SIDE VIEW UNIT LIMITS OF OWNERSHIP

ALL IMPROVEMENTS WITHIN THE GENERAL COMMON ELEMENT MUST BE BUILT, UNLESS OTHERWISE NOTED

- LEGEND**
- PROPOSED CONCRETE MONUMENT
 - PROPOSED IRON STAKE
 - LIMITS OF OWNERSHIP
 - ▨ GENERAL COMMON ELEMENT
 - ▩ LIMITED COMMON ELEMENT
 - - - BUILDING SETBACK
 - - - LIMITS OF EASEMENT



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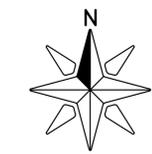
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STEVEN J. GREEN, P.S. DATE _____
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 MOORE & BRUGGINK, INC.
 2020 MONROE AVENUE, N.W.
 GRAND RAPIDS, MICHIGAN 49505

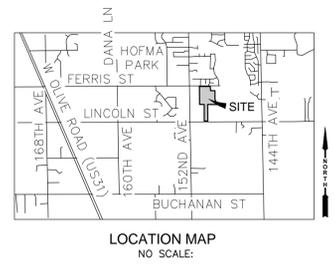
DATED _____
 WILLIAM G. KOZAK, P.E.

SITE PLAN "A" COPPER STONE SITE CONDOMINIUM

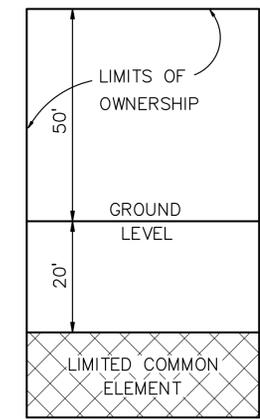
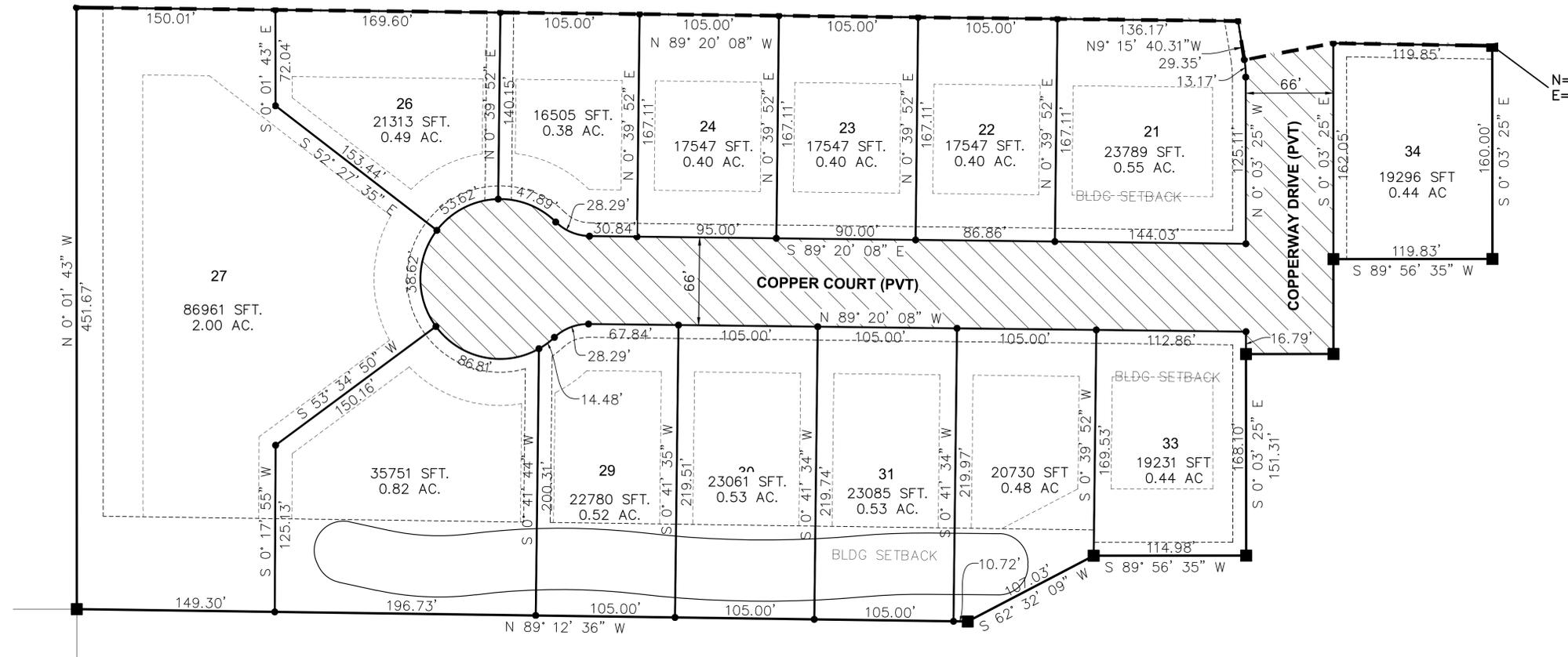
MOORE & BRUGGINK, INC. 2020 MONROE AVENUE, N.W.
 GRAND RAPIDS, MICHIGAN 49505



0 50 100
SCALE: 1" = 50'



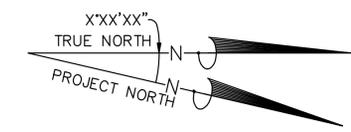
MATCH LINE SHEET 6



TYPICAL SIDE VIEW UNIT LIMITS OF OWNERSHIP

ALL IMPROVEMENTS WITHIN THE GENERAL COMMON ELEMENT MUST BE BUILT, UNLESS OTHERWISE NOTED

- LEGEND
- PROPOSED CONCRETE MONUMENT
 - PROPOSED IRON STAKE
 - LIMITS OF OWNERSHIP
 - ▨ GENERAL COMMON ELEMENT
 - ▩ LIMITED COMMON ELEMENT
 - - - BUILDING SETBACK
 - ⋯ LIMITS OF EASEMENT



THE COORDINATE BASE IS ASSUMED AND THE ASSUMED COORDINATE OF THE SOUTHWEST CORNER OF SECTION 12, TOWN 7 NORTH, RANGE 16 WEST, GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN IS NORTH 5000.000 EAST 5000.000

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MOORE & BRUGGINK, INC.
2020 MONROE AVENUE, N.W.
GRAND RAPIDS, MICHIGAN 49505

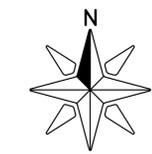
DATED _____

WILLIAM G. KOZAK, P.E.

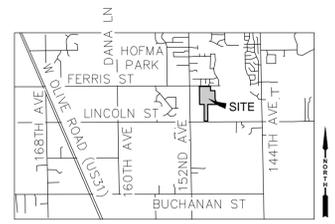
SITE PLAN "B"
COPPER STONE SITE CONDOMINIUM

MOORE & BRUGGINK, INC. 2020 MONROE AVENUE, N.W.
GRAND RAPIDS, MICHIGAN 49505

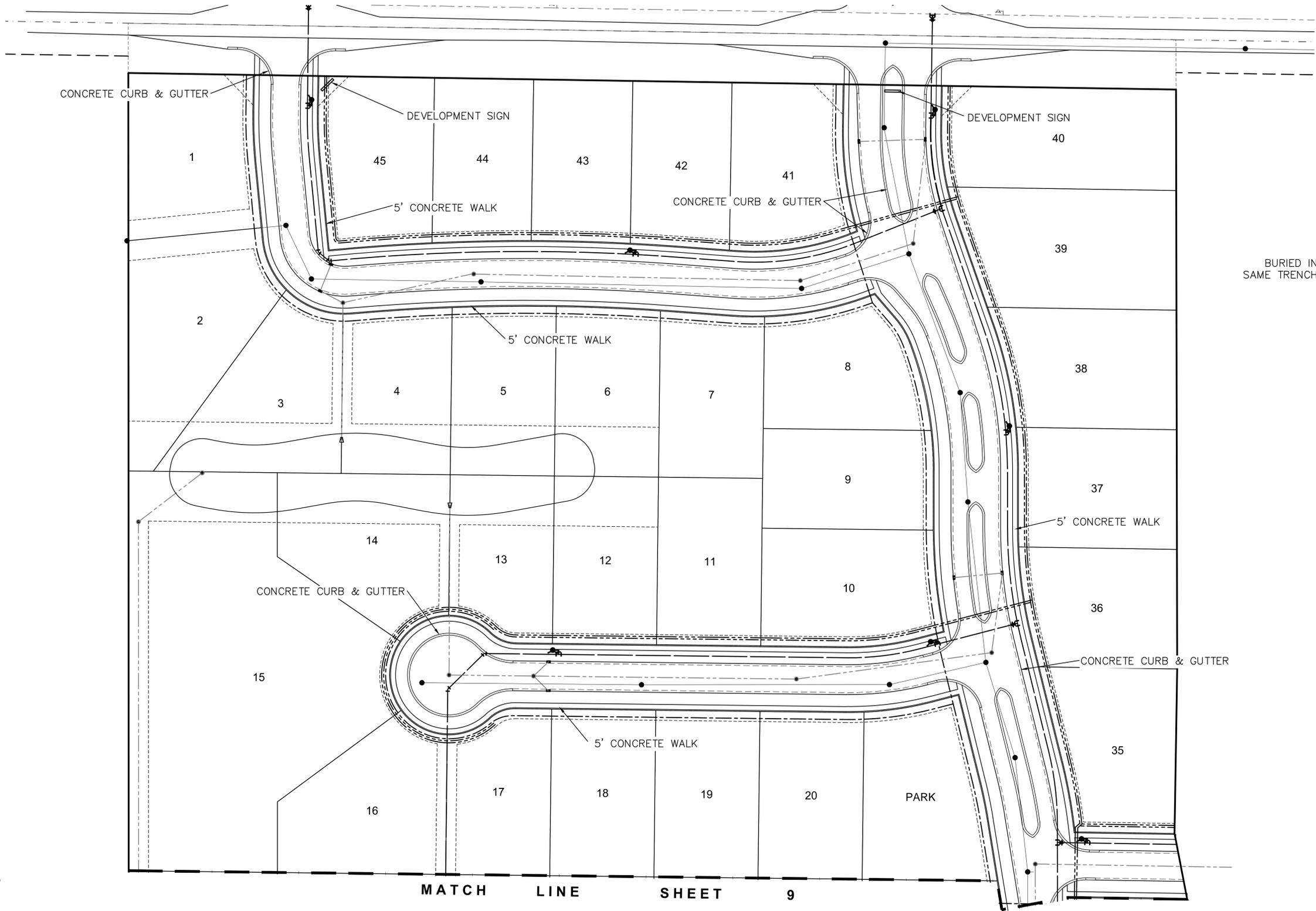
M:\140195\dwg\CONDOMINIUMS\140195_CONDO SHEETS.dwg, SHEET 7, 12/18/2014, 1:46:21 PM, DC



0 50 100
SCALE: 1" = 50'



LOCATION MAP
NO SCALE



UTILITY LEGEND

EASEMENT LINE	-----
8" SANITARY SEWER	—————
STORM SEWER	- - - - -
8" WATERMAIN	— · — · —
GASMAIN	- · - · -
ELECTRICAL	- · - · - · -
TELEPHONE	- · - · - · - · -
CABLE TELEVISION	- · - · - · - · - · -
HYDRANT	○
CATCH BASIN	○
MANHOLE	○

ALL WATER SERVICES ARE 1 1/2" DIAMETER
ALL SANITARY SEWER LATERALS ARE 6" DIAMETER
UTILITY INFORMATION SHOWN HEREON IS PRELIMINARY
IN NATURE AND IS SUBJECT TO REVISION.

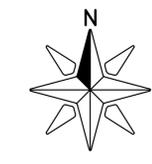
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UTILITY PLAN "A" COPPER STONE SITE CONDOMINIUM

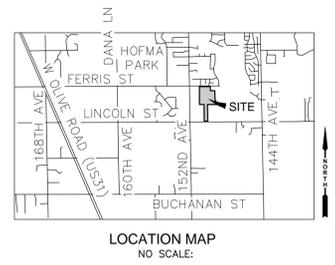
DATED _____

WILLIAM G. KOZAK, P.E.

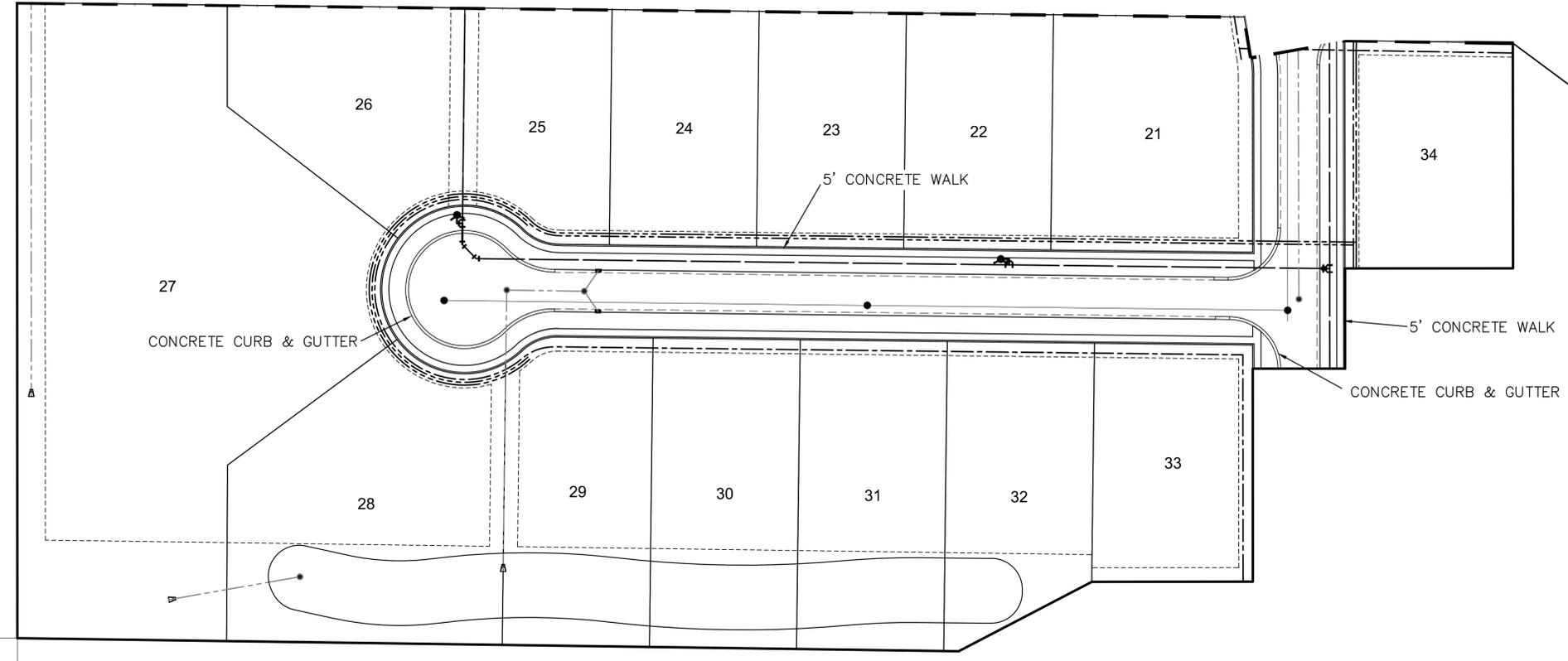
MOORE & BRUGGINK, INC. 2020 MONROE AVENUE, N.W.
GRAND RAPIDS, MICHIGAN 49505



0 50 100
SCALE: 1" = 50'



MATCH LINE SHEET 8



N=6762.8658
E=6738.7829

UTILITY LEGEND

- EASEMENT LINE
- 8" SANITARY SEWER
- STORM SEWER
- 8" WATERMAIN
- GASMAIN
- ELECTRICAL
- TELEPHONE
- CABLE TELEVISION
- HYDRANT
- CATCH BASIN
- MANHOLE

BURIED IN SAME TRENCH

ALL WATER SERVICES ARE 1 1/2" DIAMETER
ALL SANITARY SEWER LATERALS ARE 6" DIAMETER
UTILITY INFORMATION SHOWN HEREON IS PRELIMINARY IN NATURE AND IS SUBJECT TO REVISION.

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DATED _____

WILLIAM G. KOZAK, P.E.

UTILITY PLAN "B" COPPER STONE SITE CONDOMINIUM

MOORE & BRUGGINK, INC. 2020 MONROE AVENUE, N.W.
GRAND RAPIDS, MICHIGAN 49505



Fire/Rescue Memo

DATE : January 22, 2015

TO: Township Board

FROM: Lt. David Marshall

RE: Adoption of the International Fire Code 2012 Edition

Grand Haven Charter Township has utilized the International Fire Code since the Grand Haven Township Board officially adopted the 2000 Edition of the International Fire Code in 2002. The International Fire Code is meant to be a companion code to the Michigan Building Code, (*International Building Code with Michigan amendments*).

The Grand Haven Charter Township Fire/Rescue Department is currently operating under the International Fire Code, 2000 Edition and National Fire Protection Association (*i.e.* N.F.P.A.) 101 Life Safety Code 1997 Edition. However, there have been updated code changes and standards as the Michigan Building Code has gone through updates since the International Fire Code 2000 Edition adoption by the Grand Haven Township Board in 2002.

The Grand Haven Township Fire/Rescue Department is recommending the Grand Haven Township Board adopt the International Fire Code 2012 Edition and N.F.P.A. 101 Life Safety Code 2012 Edition for the following reasons:

1. The International Fire Code 2012 edition and N.F.P.A. 101 Life Safety Code 2012 edition would complement the Michigan Building Code 2012 edition, which is the code the building department currently uses for code enforcement and plan review.
2. The adoption of the International Fire Code 2012 edition would bring Grand Haven Charter Township in line with neighboring communities who have also updated their fire code ordinance or are in the process of updating to the 2012 edition.

In order to proceed with the adoption of the most recent version of the International Fire and the Life Safety Code, the following motion can be offered for a first reading: (This motion requires a roll call vote.)

Motion to approve and adopt the proposed ordinance implementing the International Fire Code And Reference Standards. This is a second reading.

Representative from the Fire/Rescue Department will be at the January 26th Board meeting to respond to any questions or concerns.

**FIRE PREVENTION CODE RESPONSIBILITY RESTATED ORDINANCE
CHARTER TOWNSHIP OF GRAND HAVEN, MICHIGAN
Ord. No. _____, Eff. _____, 2015**

**AN ORDINANCE TO ASSUME RESPONSIBILITY FOR
ENFORCEMENT OF A FIRE PREVENTION CODE AND TO PROVIDE
PENALTIES FOR ITS VIOLATION.**

THE CHARTER TOWNSHIP OF GRAND HAVEN, OTTAWA COUNTY, AND STATE OF MICHIGAN, ORDAINS:

Sec. 1 ADOPTION OF FIRE PREVENTION CODE; PURPOSE

Pursuant to the provisions of Public Act 359 of 1947, as amended, the Township adopts by reference the INTERNATIONAL FIRE CODE AND REFERENCE STANDARDS, 2012 Edition, including the Appendix Chapters A, B, C, D, E, F, G, H, I, and J, and the NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 101 LIFE SAFETY CODE, 2012 Edition, which together create the fire prevention code (the "Code") of the Township. The Code is adopted for the purposes of protecting life, property, and public welfare from the hazards of fire and explosion, providing minimum standards for the design, operation, use, and maintenance of buildings and structures, and providing minimum standards for the storage, handling, or use of substances, materials, or devices involved in the use or occupancy of buildings or structures. In the case of any conflict between the provisions of the International Fire Code and the provisions of the NFPA 101 Life Safety Code, the provisions of the NFPA 101 Life Safety Code shall be deemed to control to the extent of the conflict.

Sec. 2 DESIGNATION OF ENFORCEMENT AGENCY

The Township's Fire Chief, or the Fire Chief's authorized representative, shall have the responsibility for enforcement and administration of this Ordinance and of the Code as the fire code official, and shall have the authority to enter premises for the purpose of inspecting them for compliance with the Code.

Sec. 3 ADDITIONS, INSERTIONS, CHANGES

1. The following provisions or sections of the International Fire Code, 2012 Edition, are revised as indicated.

Section 101.1: **Title.** Grand Haven Charter Township shall be inserted.

Section 109.4: **Violation penalties.** Persons who violate a provision of this code or who fail to comply with any of its requirements or who erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be responsible for a civil infraction, subject to a fine of \$50.00, plus

costs and other sanctions for each infraction. Each day during which any violation continues shall be deemed a separate and distinct offense. Increased civil fines may be imposed for repeated violations; a repeat violation means a second or subsequent municipal civil infraction committed by a person within any six month period and for which a person admits responsibility or is determined to be responsible. The increased fine for a first repeat (i.e., second) violation shall be \$250.00, plus costs and other sanctions. The increased fine for a second repeat (i.e., third or subsequent) violation shall be \$500.00, plus costs and other sanctions.

Section 111.4: **Failure to comply.** \$50.00 and \$500.00 shall be inserted.

Section 5704.2.9.6.1 (geographic limits in which the storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited): within any residential zoning district in the township, or any non-agricultural zoned lot upon which a dwelling is located.

Section 5706.2.4.4 (geographic limits in which the storage of Class I and Class II liquids in above-ground tanks is prohibited): within any residential zoning district in the township, or any non-agricultural zoned lot upon which a dwelling is located.

Section 5806.2 (geographic limits in which the storage of flammable cryogenic fluids in stationary containers is prohibited): within any residential zoning district in the township, or any non-agricultural zoned lot upon which a dwelling is located.

Section 6104.2 (geographic limits in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas): within any residential zoning district in the township, or any non-agricultural zoned lot upon which a dwelling is located.

2. No provisions or sections of the NFPA 101 Life Safety Code, 2012 Edition, are revised or eliminated.

Sec. 4 LIMITATION

Nothing in this Ordinance or the Code shall be construed to affect any suit or proceeding pending in court. No just or legal right or remedy of any character shall be lost, impaired, or affected by this Ordinance or the Code.

Sec. 5 SEVERABILITY AND CAPTIONS

This Ordinance and its various parts, sections, subsections, sentences, phrases, and clauses are severable. If any part, section, subsection, sentence, phrase, or clause is

adjudged unconstitutional or invalid, the remainder of this Ordinance shall not be affected. The captions included at the beginning of each Section are for convenience only and shall not be considered as part of this Ordinance.

Sec. 6 ADMINISTRATIVE LIABILITY

No officer, agent, employee, or member of the Township Board shall be personally liable for any damage that may accrue to any Person as a result of any act, decision, or other consequence or occurrence arising out of the discharge of duties and responsibilities pursuant to this Ordinance.

Sec. 7 REPEAL

All ordinances or parts of ordinances which are in conflict in whole or in part with any of the provisions of this Ordinance as of the date of this Ordinance are repealed to the extent of such conflict.

Sec. 8 EFFECTIVE DATE

This Ordinance was approved and adopted by the Township Board on January 26, 2015, after its introduction and first reading on January 12, 2015, and after its publication in the manner provided by Public Act 359 of 1947, as amended. This Ordinance shall take effect 30 days after its publication following adoption.

Karl French, Township Supervisor

Laurie Larsen, Township Clerk

CERTIFICATE

I, Laurie Larsen, Clerk for the Charter Township of Grand Haven, Ottawa County, Michigan, certify that the foregoing Fire Prevention Code Responsibility Restated Ordinance was adopted at a regular meeting of the Township Board held on January 26, 2015. The following members of the Township Board were present at that meeting: _____
_____. The following members of the Township Board were absent: _____. The Ordinance was adopted by the Township Board with members of the Board _____ voting in favor and members of the Board _____ voting in opposition. A Notice of Adoption of the Ordinance was published in the *Grand Haven Tribune* on _____, 2015.

Laurie Larsen, Township Clerk



Manager's Memo

DATE: January 21, 2015
TO: Township Board
FROM: Cargo
RE: Potluck Pick-Up 2015 Waste Hauling License

Attached, please find a proposed resolution authorizing Potluck Pick-Up's application to operate within GHT.

Their proposed fee is a maximum of \$16.00 per month with a 96-gallon cart, which includes the bi-weekly recycling (*also with a 96-gallon cart*). (*This is the same as the current rate.*) The company also offers yard waste at a maximum of \$88.00 per year with a 96-gallon cart. Both of the aforementioned rates remain unchanged from the previous year.

A copy of their application and supporting documentation will be available at the meeting for those interested in reviewing the material.

To approve the application, the following motion can be offered:

Move to approve Resolution 15-01-01 approving a two-year license agreement with Potluck Pick-up for waste collection and hauling services in Grand Haven Charter Township pursuant to the provisions contained within their application.

If there are any questions or comments, please contact me at your convenience.

At a regular meeting of the Township Board of the Charter Township of Grand Haven, Ottawa County, Michigan, held at the Township Hall at 13300 - 168th Avenue, Grand Haven Charter Township, Ottawa County, Michigan, on the 12th day of January, 2015, at 7:00 p.m., local time.

After certain matters of business had been completed, Supervisor French announced that the next order of business was the consideration of a license to operate in the Township for Potluck Pick-Up.

The proposed license agreement was discussed by the members of the Board, and after discussion was completed the following resolution was offered by _____ and seconded by _____:

**GRAND HAVEN CHARTER TOWNSHIP
RESOLUTION 15-01-01**

**APPROVING THE LICENSE APPLICATION OF POTLUCK PICK-UP TO OPERATE
WITHIN GRAND HAVEN CHARTER TOWNSHIP
AND THE SCHEDULE OF FEES FOR SERVICE.**

WHEREAS, Grand Haven Charter Township adopted and amended Ordinance No. 334 which provides for the licensing of garbage, trash, and recyclable collectors or haulers; and

WHEREAS, Potluck Pick-up, has applied for a license to operate within Grand Haven Charter Township pursuant to said Ordinance; and

WHEREAS, Potluck Pick-up has met all of the requirements of said Ordinance for operating within the Township, as shown by their license application, which has been reviewed and approved by the Township Superintendent; and

WHEREAS, Potluck Pick-up has provided a schedule of fees to be charged for said services, which is attached to and made part of this resolution.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

- 1) The application of Potluck Pick-up to provide trash and recyclable collection and hauling services pursuant to Ordinance No. 334, as amended, within the Charter Township of Grand Haven is hereby approved through December 31, 2016, contingent upon payment of the 2016 license fee and approval of 2016 rates by the Township Board.
- 2) That the attached schedule of fees contained within the application is approved through December 31, 2015, at which time a new schedule of rates must be submitted for review and approval by the Township Board. *(Any change of the rates prior to December 31, 2015 must be submitted to the Township Board for approval pursuant to Ordinance No. 334, as amended.)*
- 3) That because the applicant is providing a 96-gallon cart for recyclables, the applicant is authorized to collect recyclables every other week.
- 3) That a copy of this resolution will be forwarded by the Township Clerk to Potluck Pick-up and that it shall be considered to be a license to operate waste and recyclable collection and hauling within Grand Haven Charter Township through December 31, 2016, contingent upon payment of

2016 license fee and approval of new rates for 2016.

AYES:

NAYS:

ABSENT:

RESOLUTION DECLARED:

ADOPTED ON:

Laurie Larsen
Grand Haven Charter Township Clerk

CERTIFICATE

I, the undersigned, the duly qualified and acting Township Clerk of the Charter Township of Grand Haven, Ottawa County, Michigan, certify that the foregoing is a true and complete copy of the resolution adopted by the Township Board at a meeting of the Township Board held on the 12th day of January, 2015. I further certify that public notice of the meeting was given pursuant to and in full compliance with Michigan Act 267 of 1976, as amended, and that the minutes of the meeting were kept and will be or have been made available as required by the Act.

Laurie Larsen
Grand Haven Charter Township Clerk

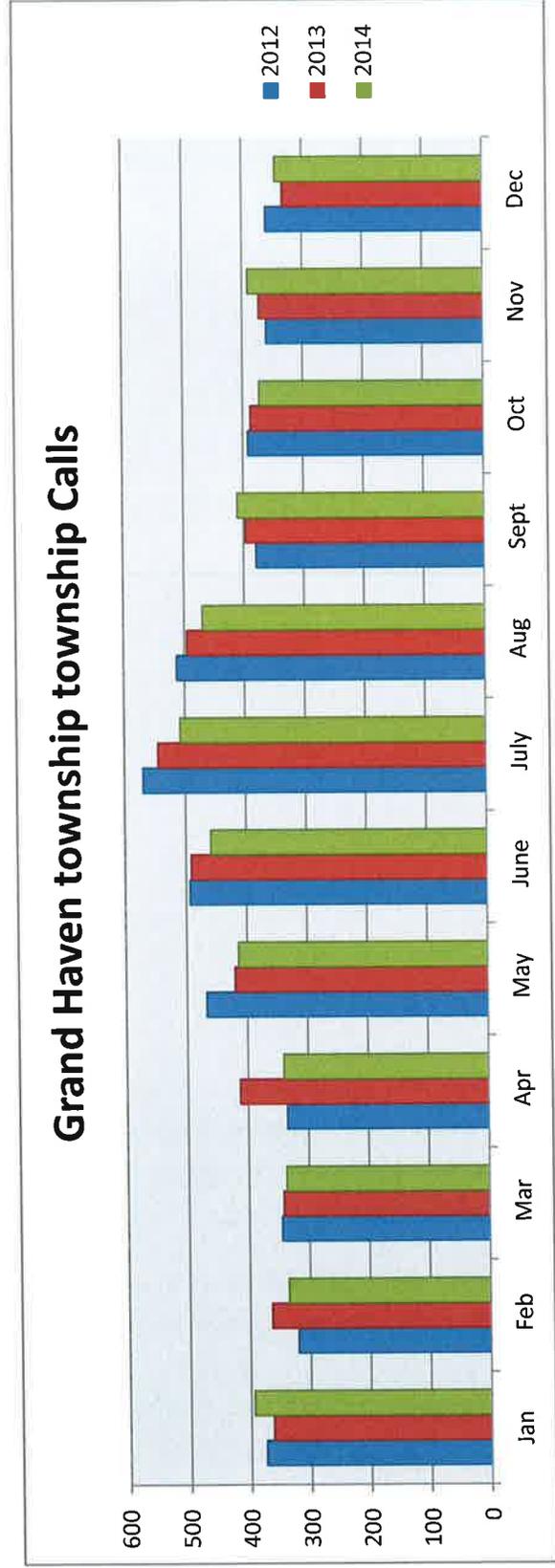


Ottawa County Sheriff's Office
Grand Haven Township Community Policing Services
Monthly Report - December 2014



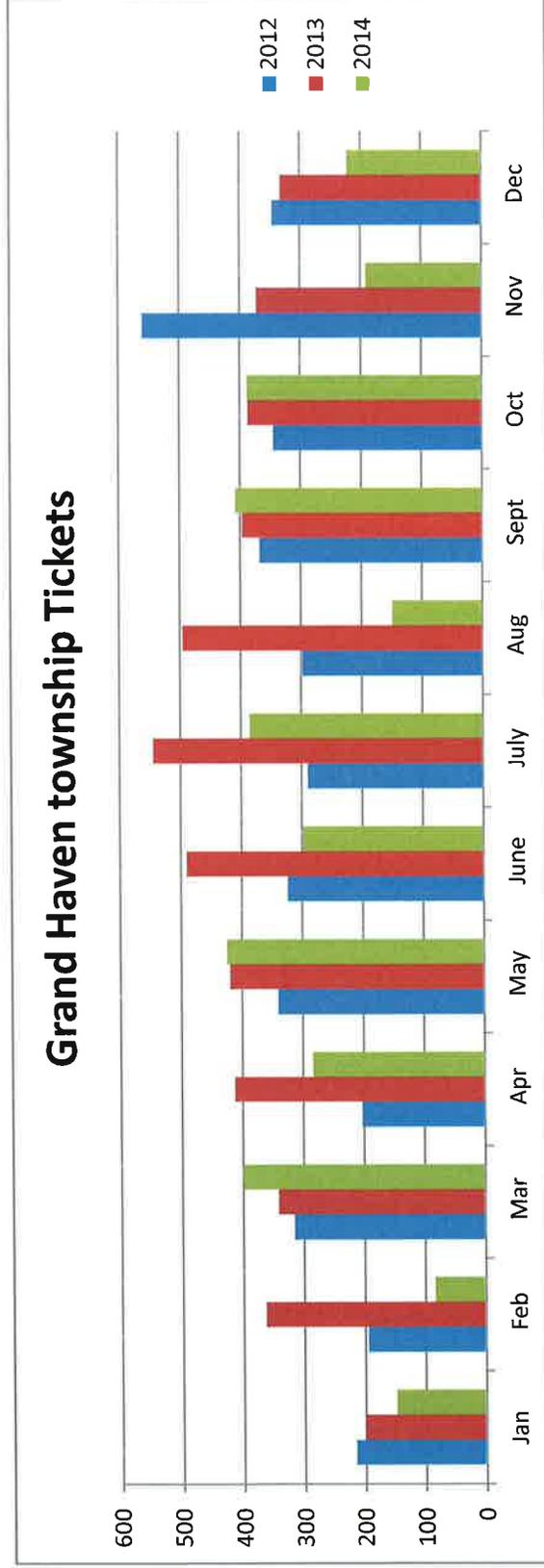
Total Number of Calls:

	January	February	March	April	May	June	July	August	September	October	November	December	TOTALS
2012	374	320	345	335	468	494	570	513	379	392	360	360	4910
2013	362	363	342	413	420	491	545	496	397	387	372	332	4920
2014	394	335	337	340	414	459	508	470	410	372	391	344	4774



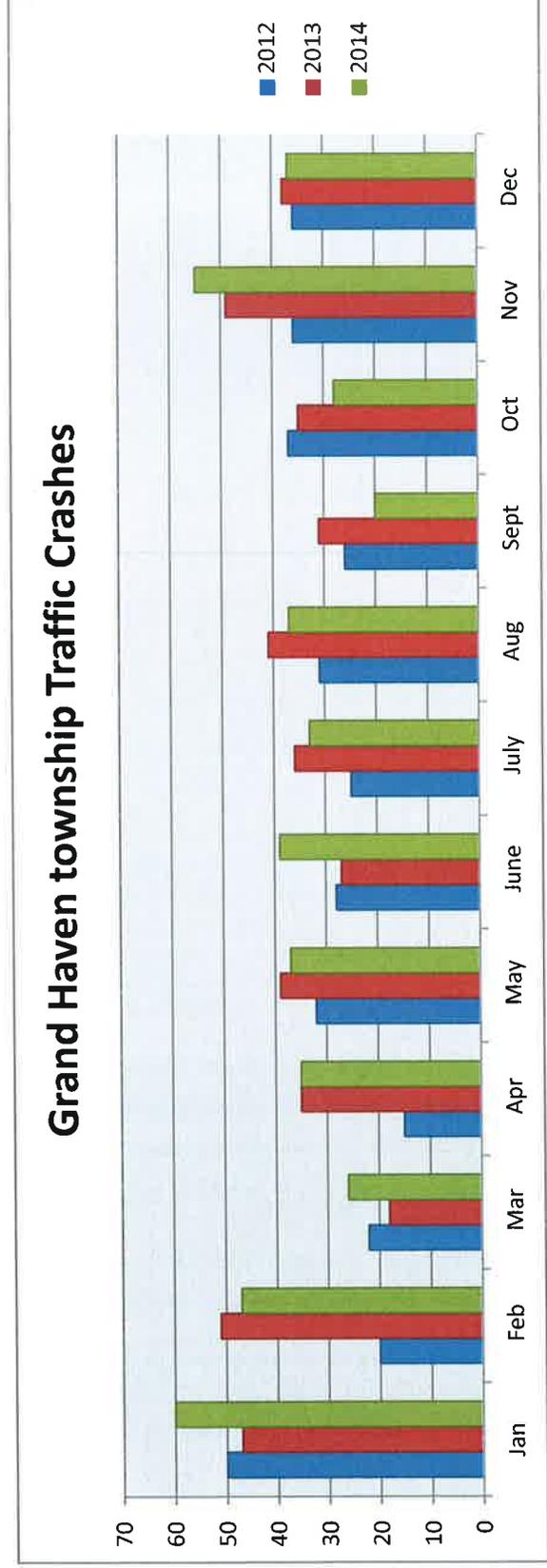
Total Tickets by Month

	January	February	March	April	May	June	July	August	September	October	November	December	TOTALS
2012	215	195	316	203	341	324	290	298	368	345	561	346	3802
2013	200	363	342	413	420	491	545	496	397	387	372	332	4758
2014	148	84	400	284	425	298	386	149	408	388	191	222	3383



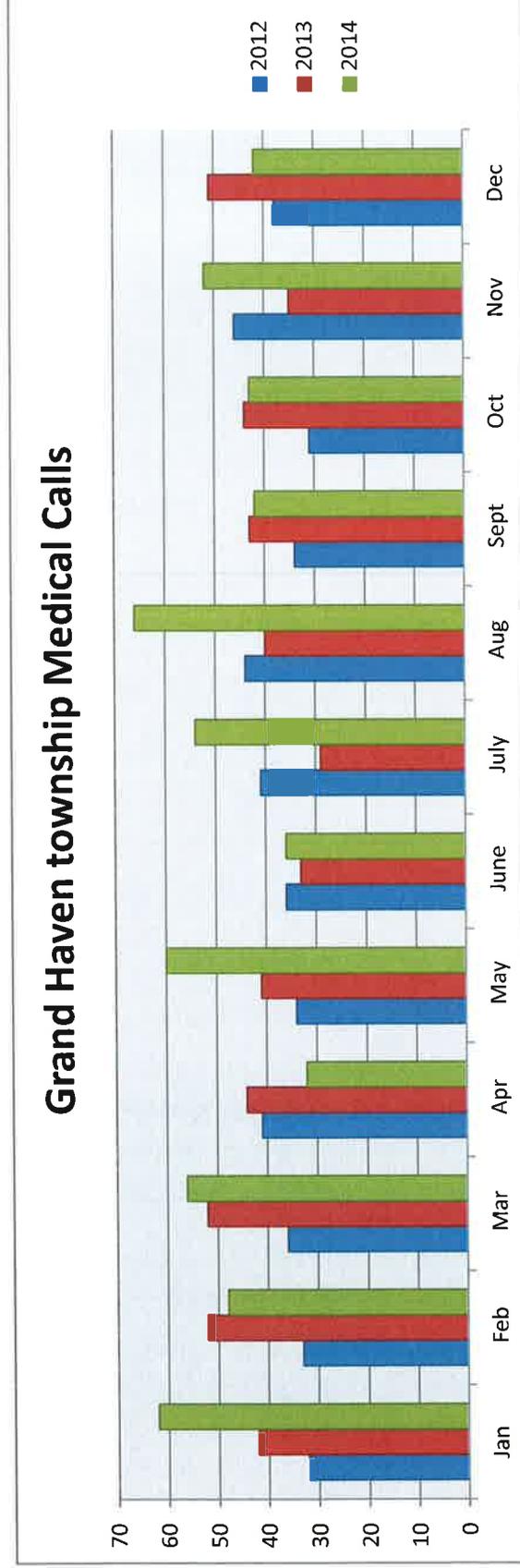
Traffic Crashes

	January	February	March	April	May	June	July	August	September	October	November	December	TOTALS
2012	50	20	22	15	32	28	25	31	26	37	36	36	358
2013	47	51	18	35	39	27	36	41	31	35	49	38	447
2014	60	47	26	35	37	39	33	37	20	28	55	37	454



Medical Calls

	January	February	March	April	May	June	July	August	September	October	November	December	TOTALS
2012	32	33	36	41	34	36	41	44	34	31	46	38	446
2013	42	52	52	44	41	33	29	40	43	44	35	51	506
2014	62	48	56	32	60	36	54	66	42	43	52	42	593



Calls of Interest

	January	February	March	April	May	June	July	August	September	October	November	December	Totals
B & E's	3	1	1	4	5	6	0	10	2	2	2	1	37
Larcenies	5	8	5	7	10	5	13	10	15	7	9	8	102
Shoplifting	1	5	4	2	1	4	2	1	1	1	2	2	26
FTP fuel	2	6	4	5	5	6	10	7	11	3	4	5	68
Assist Other	4	4	1	3	6	1	4	1	3	4	7	7	45
Assaults	1	0	1	0	2	2	4	1	3	2	6	1	23
Domestic	3	5	13	4	7	7	9	8	11	6	8	11	92
Animal	18	10	17	21	22	22	24	30	18	6	8	14	210
Alarms	15	12	10	14	8	16	16	0	22	21	19	11	164
SOR Check	0	1	0	2	0	0	0	3	1	7	3	3	20
Traffic	101	70	75	52	67	78	108	74	65	53	46	44	833
AGP	15	9	18	14	20	19	24	19	17	12	16	17	200
Suspicious	11	17	25	23	20	32	32	33	27	40	26	17	303

Comments:

COPS Deputies ended the year with the annual "Shop With a Sheriff " benefit held at the Grand Haven Township Walmart. Sgt Christensen organized the event, which continues to gain more and more support each year. Deputies volunteered from all patrol areas in Ottawa County to holiday shop with less fortunate families throughout Grand Haven and surrounding communities. We thank Walmart and several other anonymous donors who provided the financial support to sponsor the event.

Other activities included a simunitions training held at Grand Haven High School for active shooter response. Reality based training with a multiple agency response approach assists in preparing each discipline to work well with one another. Based on the success of the training scenarios, we will continue to plan for other similar training exercises. The combined training between law enforcement, local fire, EMS, and school staff insures a strong operation plan in the event of a serious incident. Additionally, Captain Weiss is working with technological advancements that utilize the now active SMART 911 capabilities, for better communication between school staff and law enforcement during critical incidents. The Ottawa County Sheriff's Office continues to work with our community, school, business, and governmental partners to better prepare for large scale incidents.

Lastly, we would like to thank each Grand Haven Charter Township Board Member and staff for another great year of service. The support we receive from each of you is truly appreciated. We wish you all a wonderful New Year and continued success into 2015. Your COPS Deputies - Capt. Weiss, Sgt

**PUBLIC SERVICES DEPARTMENT
END OF THE MONTH REPORT
2014**

WATER														WASTEWATER				
MONTH	METER		REPLACED		NEW TAPS		MAIN		MILLION		G.R.		WORK		MAIN		MILLION	
	WORK	INSTALLS	3/4"	1"	3/4"	1"	INSTALLED	INSTALLED	GALLONS OF	GALLONS OF	SUPPLEMENTAL	ORDERS	NEW TAPS	INSTALLED	INSTALLED	GALLONS OF	GALLONS OF	
ORDERS	3/4"	1"	METERS				IN FEET	IN FEET	NOVS WATER	G.R. WATER	WATER	ORDERS		IN FEET	IN FEET	WASTE PUMPED	WASTE PUMPED	
JANUARY	150	3	3	3	3	5	1	0	31.09	0.81	0.00	3	1	0	0	8.55		
FEBRUARY	89	3	1	0	0	1	0	0	25.51	0.82	0.00	0	1	0	0	7.26		
MARCH	108	4	0	1	4	2	0	0	30.43	0.98	0.00	3	3	0	0	8.54		
APRIL	110	3	1	4	0	0	0	0	29.31	1.41	0.00	0	0	0	0	9.11		
MAY	178	6	3	4	5	3	0	0	47.45	1.58	0.00	4	4	1	0	8.20		
JUNE	137	3	4	1	0	1	0	0	74.90	5.33	0.00	1	1	0	0	8.43		
JULY	107	6	3	3	9	4	0	0	76.54	3.03	0.00	3	6	0	0	9.86		
AUGUST	109	3	3	3	5	7	0	0	75.74	3.00	0.00	4	1	0	0	8.52		
SEPTEMBER	135	11	4	2	5	0	0	0	49.81	2.03	0.00	5	0	0	0	9.32		
OCTOBER	158	0	1	0	0	0	0	0	35.44	1.28	0.00	0	0	0	0	9.91		
NOVEMBER	153	9	0	2	0	0	0	0	30.12	0.49	0.00	2	1	0	0	8.22		
DECEMBER	175	5	3	0	9	8	0	0	37.96	1.10	0.00	9	7	0	0	10.06		
TOTAL YTD	1609	56	26	23	43	26	0	0	544.30	21.86	0.00	34	22	0	0	105.97		
TOTALS		82		69	5039				566.16	21.86		722						

NOTES:
1 1/2" tap - 15235 Rachel Court - Irrigation

***usages in July, August, September, & October were obtained from the OCPU invoices with numbers provided by the City SCADA