AGENDA

Grand Haven Charter Township Planning Commission
Monday, September 21, 2015 – 7:30 p.m.

I. Call to Order

II. Roll Call

III. Pledge to the Flag

IV. Approval of the August 17, 2015 Meeting Minutes

V. Correspondence

VI. Public Comments/Questions on Agenda Items Only (Limited to 3 minutes)

VII. New Business
   A. PUD Pre-application presentation – Health Pointe
   B. PUD Pre-application presentation – Stonewater

VIII. Reports
   A. Attorney's Report
   B. Staff Report
   C. Other

IX. Extended Public Comments/Questions on Non-Agenda Items Only (Limited to 4 minutes)

X. Adjournment

Note: Persons wishing to speak at public hearings, on agenda items, or extended comments, must fill out a "Speakers Form" located on the counter. Completed forms must be submitted to the Zoning Administrator prior to the meeting.

MEETING MINUTES
GRAND HAVEN CHARTER TOWNSHIP
PLANNING COMMISSION
AUGUST 17, 2015

I. CALL TO ORDER

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

II. ROLL CALL

Members present: LaMourie, Kieft, Robertson, Wilson, and Reenders
Members absent: Kantrovich, Taylor, and Gignac
Also present: Fedewa and Attorney Bultje

Without objection, LaMourie instructed Fedewa to record the minutes.

III. PLEDGE TO THE FLAG

IV. APPROVAL OF MINUTES

Without objection, the minutes of the August 3, 2015 meeting were approved.

V. CORRESPONDENCE

A. Notice of Amendment to the Robinson Township Master Plan

VI. PUBLIC COMMENTS ON AGENDA ITEMS ONLY – None

VII. OLD BUSINESS

A. Rezoning application – Grand Haven Financial Center – RR to SP

Quorum was not met for this agenda item. Therefore, the item remains on the table.

VIII. NEW BUSINESS

A. Platted Land Division application – Geneva

Fedewa provided an overview through a memorandum dated August 13th.

The applicant, Christopher Geneva, was available to answer questions from the Commissioners.

The application request was discussed by the Commissioners and focused on:

- The "exception" parcels (*i.e., former platted lot divisions*) identified on the survey, unclear what year the divisions occurred.

- Land Division Act (unplatted) vs. the Subdivision Control Ordinance (platted).
- Attorney Bultje stated the application is reasonable, but it is important to determine when the former divisions occurred. Must ensure the application complies with state law.

Motion by Robertson, supported by Wilson to recommend to the Township Board approval with conditions of the Christopher Geneva Platted Lot Division application for land located at Parcel No. 70-07-02-227-016, which is commonly known as 14275 152nd Avenue. The recommendation is based on the application meeting the requirements of the Grand Haven Charter Township Subdivision Control Ordinance and Zoning Ordinance. The approval is conditioned upon:

1. Parcel B shall not have driveway access onto Groesbeck Street because it does not meet the minimum lot width requirement. Driveway access shall only be granted onto 152nd Avenue.
2. All residential dwellings shall connect to municipal water.
3. Legal descriptions for each child parcel must be provided.
4. Application shall comply with state law.

Which motion carried.

B. Proposed Future Land Use Map Amendments – Southeast Quadrant

Fedewa provided an overview through a memorandum dated August 13th.

The proposed amendments were discussed by Commissioners and focused on:

- Staff's only recommendation was to remove the Employment Park overlay due to proximity to existing farmland and lack of public infrastructure.
- Some concern over reducing the potential industrial land, and cost of extending necessary infrastructure.
- Questions regarding the M-231 Bypass, and how/when the Lincoln Street corridor should be reviewed and addressed. Consensus it is too early to determine the type of impact the Township will see from Phase I and Phase II of the Bypass. Likely to pursue the assistance of a consultant.

C. Proposed Future Land Use Map Amendments – Northwest Quadrant

Fedewa provided an overview through a memorandum dated August 13th.

The proposed amendments were discussed by Commissioners and focused on:

- Uncertainty regarding the Lincoln Street/168th Avenue/US-31 corridor. More review and discussion is needed prior to making a recommendation.

- General discussion of how to best plan for industrial and residential land uses between 172nd Avenue and 168th Avenue.

D. Proposed Future Land Use Map Amendments – Northeast Quadrant

Fedewa provided an overview through a memorandum dated August 13th.

The proposed amendments were discussed by Commissioners and focused on:

- Further discussion of the M-231 Bypass impact on development along Lincoln Street.
- Agreeable to staff's long-range recommendation the Township acquire (*i.e., if the private property owner lists them for sale*) the remaining three "islands" within the Grand River. All other "islands" are owned by government agencies and protected from future development.

IX. REPORTS

A. Attorney Report – None

B. Staff Report

- Community Engagement Subcommittee updates. Next meeting scheduled for Thursday, October 1st @ 7pm in the Main Conference Room.
- Next Resilient Grand Haven Meeting – Wed, Aug 26th @ 7pm in GHT Board Room.
- Appointment of a new Planning Commissioner expected on Aug 24th.

C. Other – None

X. EXTENDED PUBLIC COMMENTS ON NON-AGENDA ITEMS ONLY – None

XI. ADJOURNMENT

Without objection, the meeting adjourned at 9:27 p.m.

Respectfully submitted,

Stacey Fedewa
Acting Recording Secretary

GRAND HAVEN CHARTER TOWNSHIP

Community Development Memo

DATE: September 17, 2015

TO: Planning Commission

FROM: Stacey Fedewa, Planning & Zoning Official

RE: Pre-Application Presentation – Health Pointe PUD Amendment

PRE-APPLICATION PRESENTATION

On September 4th draft plans for the Health Pointe PUD Amendment were provided to staff for an initial review, along with a request for a presentation and discussion with the Planning Commission. Each department—Community Development, Public Services, and Fire/Rescue—have reviewed the plans and the general notes are described below.

At a pre-application presentation the Planning Commission and Health Pointe shall have an opportunity to exchange information and provide guidance that will assist in the preparation of materials. Also, it is noted that **no formal action will be taken, nor will statements made be considered legally binding commitments**.

Your packets include the following:

- Site Plans
- Building Elevations
- Traffic Impact Study
- Proposed Signage Plan
- Photometric Plan
- 3-9-1998 Township Board Minutes

PROJECT OVERVIEW

Health Pointe Corporation, which is comprised of Spectrum Health and Holland Hospital, submitted preliminary plans to obtain pre-application feedback from staff and the Planning Commission. The proposed project consists of a two phase development for a 120,000 square foot medical office building that would be located on the remaining Meijer outlots that total 12 acres. Furthermore, the Corporation proposes to relocate the northern entrance on 172nd

Avenue 75 feet to the south, and modify the curvature in order to obtain a contiguous 12 acres of land.

This project must be developed as an Amendment to the original 1998 Meijer PUD, which includes stipulations found in the Township Board meeting minutes in addition to the current PUD Ordinance and US-31 Area Overlay Zone.

One significant zoning ordinance departure the Corporation will request is for building height. The maximum building height is currently 35 feet, but 54'10" is requested. The three main stories that will house the medical facility total 44 feet. The remaining 10 feet would be used to aesthetically conceal all of the mechanical equipment.

Staff notes, the 35 foot maximum height was a general zoning restriction adopted by most municipalities many decades ago. This figure was reached because it was the approximate height that typical fire trucks could extend in the event of an emergency. Nowadays, the Township's fire truck can achieve a height of approximately 75 feet.

SYNOPSIS OF STAFF REVIEWS

Fire/Rescue Department

Requested one additional fire hydrant, and needs to clarify if certain landscaping features will obstruct hydrants.

Public Service Department

Valves need to be shown; certain hydrant leads are too long; preferred location of hydrants are within landscape islands; slight shifts in pipe locations; need a plan for the abandoned water main pipe; and need an explanation for the proposed "plugs" identified throughout the storm drainage.

Community Development Department

- Appears the Gross Floor Area (GFA) figure was used to establish the number of parking spaces. However, the US-31 Overlay Zone requires the Useable Floor Area (UFA) figure to calculate the number of spaces (*1 space per 200 sq ft of UFA*).
    - GFA = gross horizontal area for each interior floor.

- UFA = GFA, but excludes areas such as storage, hallways, etc.

- Unsure if the proposed aluminum column covers on the canopy, and aluminum composite metal panel screen wall used to conceal the mechanical equipment, will be acceptable to the Planning Commission and Township Board. Suggested alternatives include:
    - Brick or stone accents on the canopy roof and/or columns;
    - Use a more EFIS-like material for the panel screen wall that is compatible with Meijer.
- More details on the sign materials must be provided (*it appears the signage requirements for the outlots is solely governed by the 1998 Township Board meeting minutes*).
- A landscaping screen is required along 172nd Avenue to screen the parking lots.

POSSIBLE DISCUSSION POINTS

1. Proposed building height of 54'10".
    a. 17.05.2.A.2 – Mechanical equipment and service areas shall be visually screened from adjacent properties, public roadways, or other public areas. Architectural designs for buildings shall include design features to contain and conceal all heating, ventilation, air conditioning units, trash enclosures, dumpsters, loading docks and service yards.
    b. 15A.01 – Building design and architecture is an important aesthetic consideration for the future image of the Township. Architectural guidelines are necessary to ensure building design is consistent with the intended character of the area, but such guidelines must be flexible to encourage creativity.
    c. 15A.01 – Provide architectural and site design standards that are more demanding than required elsewhere in the Township in order to promote harmonious development and complement the natural characteristics in the western sections of the Township.
2. Number of parking spaces – GFA vs. UFA.
    a. Shared parking with Meijer?
    b. Deferred parking?
3. Signage – current zoning ordinance vs. 1998 Township Board meeting minutes.
    a. Current zoning ordinance:
        i. 1 ground sign per lot
        ii. 50 square foot maximum size
        iii. 6 foot maximum height
        iv. 10% size bonus if built to monument standards (*US-31 Overlay provision; i.e., 55 square feet in total size*)

b. 1998 Township Board meeting minutes state, "approval of monument (ground) signs for <u>each</u> outlot, not to exceed 52 square feet, and 5 feet high subject to review by the Planning Commission for location."

i. Health Pointe site is comprised of 5 outlots.

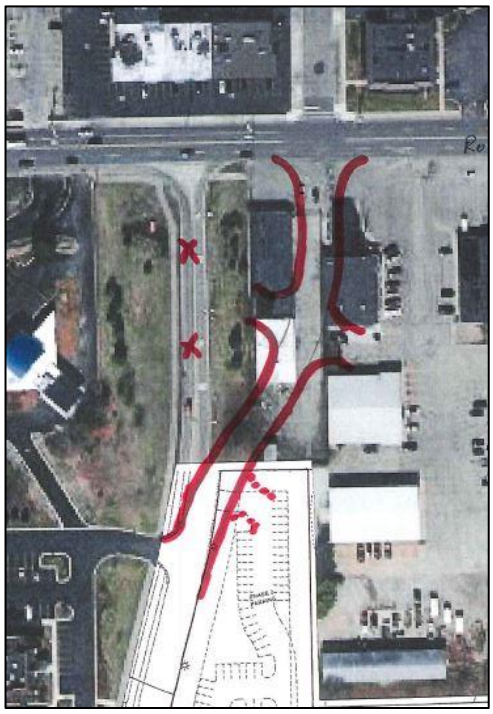
ii. Minutes also state, "except as expressly modified, revised or altered by these conditions, the project shall be acquired, developed and completed in conformance with the…Zoning Ordinance, as amended, and all other applicable Township ordinances." This condition appears to modify the signage requirements.

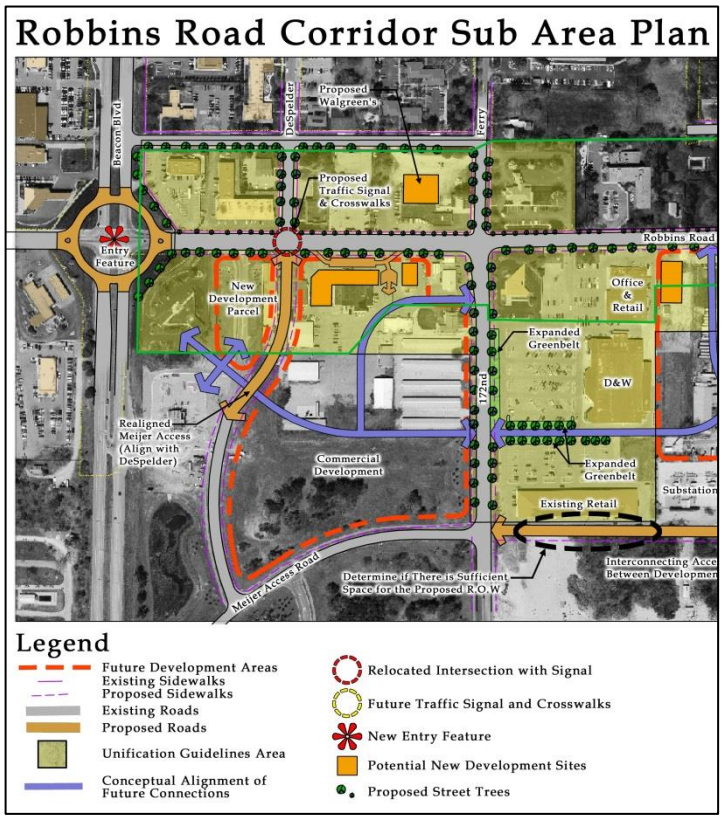
4. OCRC preliminary review finds that an improvement of the Robbins Road/Ferry Street/172nd Avenue intersection is needed. Specifically, a center left turn lane on Robbins Road and a green left turn arrow on 172nd Avenue/Ferry Street.

a. 3 segments of this intersection are owned by the City of Grand Haven. Contact has been made, but no additional information is available at this time.

b. The conclusions of the Traffic Impact Study do <u>not</u> state the additional traffic generation (*631 trips per day*) meets the threshold to warrant such an improvement.

5. Future implications for Health Pointe parking when Whittaker Way is realigned with DeSpelder Street pursuant to the Robbins Road Sub Area Plan. See below.



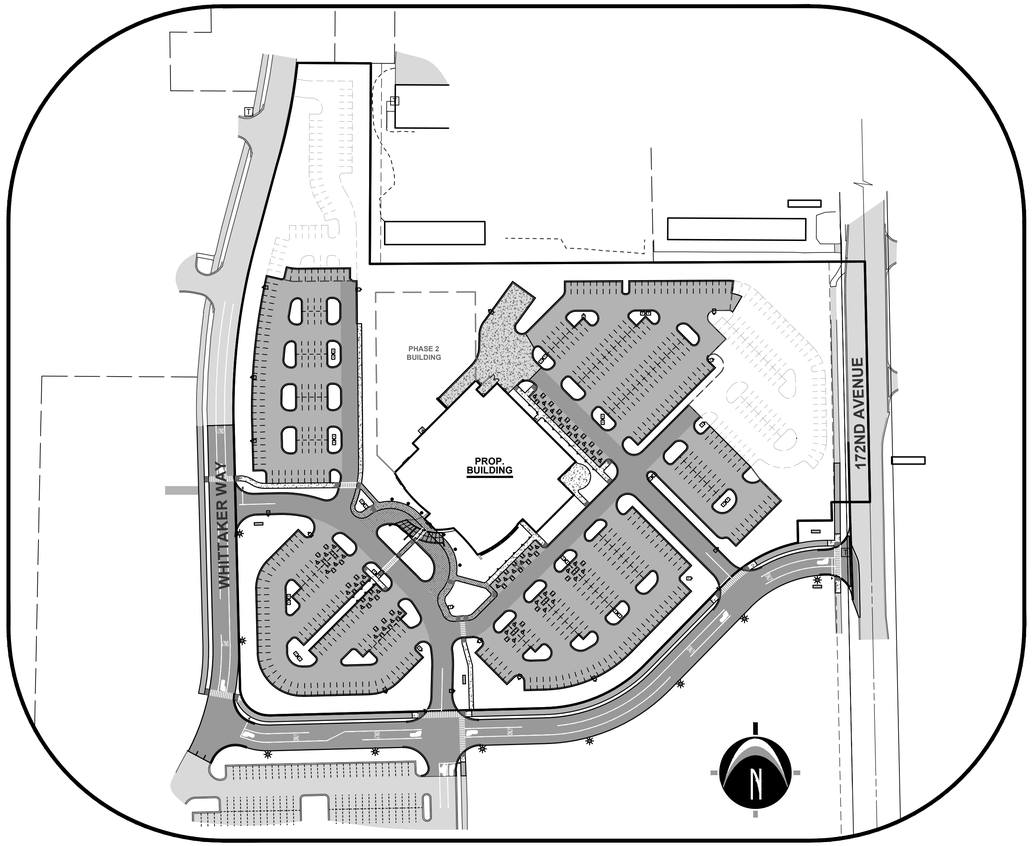


HEALTH POINTE

GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN

LOCATION MAP
NOT TO SCALE

SITE PLAN



UTILITY COMPANY CONTACTS

Gas	Michigan Gas Utilities	Ryan Seals	(616) 844-7514	rnseals@michigangasutilities.com
Electric	GH Board of Light & Power	Jim Blekicki	(616) 847-3493	jblekicki@ghblp.org
Telephone	AT&T	Rick Ardensen	(616) 392-9968	ra1563@att.com
Cable	Charter Cable	Rob Jaworowski	(616) 836-9207	rob.jaworowski@charter.com

SHEET INDEX

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811 Know what's **below.** **CALL** before you dig.

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.

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Phone: 616.575.5190
ANN ARBOR
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ST. LOUIS

PREPARED FOR:
Health Pointe
Attn: Jeff Meyers

648 Monroe Ave NW
Suite 410
Grand Rapids, MI 49345

REVISIONS:

Title: Meijer Review Submittal		V. Date:08.28.15
Drawn: BM	Checked: RJB	S. Date:08.28.15
Title: Township Site Plan Submittal		V. Date:09.04.15
Drawn: BEM	Checked: RJB	S. Date:09.04.15

HEALTH POINTE

Cover Sheet

PART OF THE NW 1/4 OF SECTION 33, T8N, R16W,
GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN

STAMP:
STATE OF MICHIGAN
ROGER JACK BARR II
ENGINEER
No. 41990
LICENSED PROFESSIONAL ENGINEER

PROJECT NO:
14201485

SHEET NO:
C-100

14201485-CP1.dwg BM 9/4/2015 14:24

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LOCATION MAP

NOT TO SCALE

SCHEDULE B - SECTION II NOTES

(9) See Surveyor's Notes # 12, 13 & 14

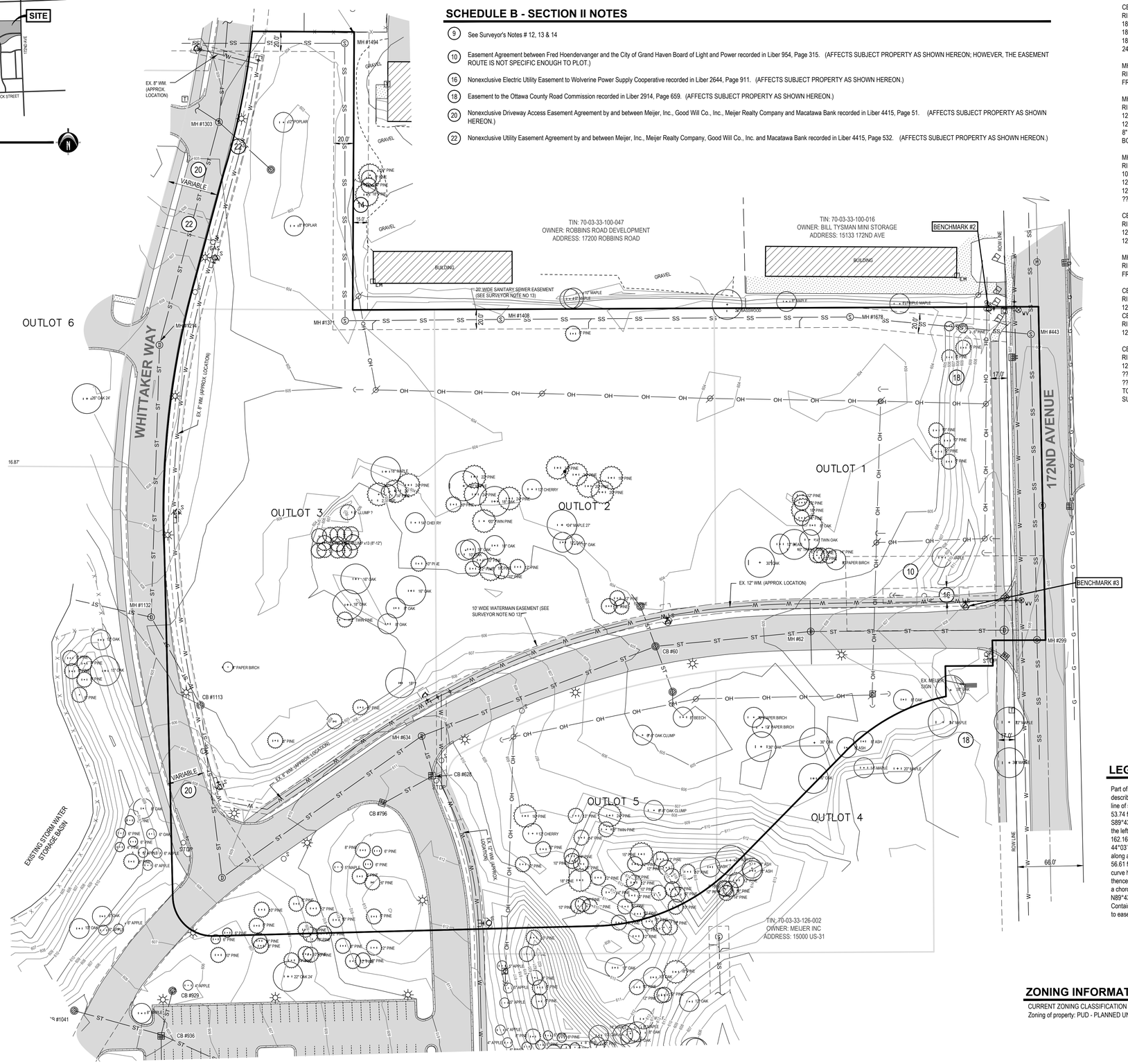
(10) Easement Agreement between Fred Hoendervanger and the City of Grand Haven Board of Light and Power recorded in Liber 954, Page 315. (AFFECTS SUBJECT PROPERTY AS SHOWN HEREON; HOWEVER, THE EASEMENT ROUTE IS NOT SPECIFIC ENOUGH TO PLOT.)

(16) Nonexclusive Electric Utility Easement to Wolverine Power Supply Cooperative recorded in Liber 2644, Page 911. (AFFECTS SUBJECT PROPERTY AS SHOWN HEREON.)

(18) Easement to the Ottawa County Road Commission recorded in Liber 2914, Page 659. (AFFECTS SUBJECT PROPERTY AS SHOWN HEREON.)

(20) Nonexclusive Driveway Access Easement Agreement by and between Meijer, Inc., Good Will Co., Inc., Meijer Realty Company and Macatawa Bank recorded in Liber 4415, Page 51. (AFFECTS SUBJECT PROPERTY AS SHOWN HEREON.)

(22) Nonexclusive Utility Easement Agreement by and between Meijer, Inc., Meijer Realty Company, Good Will Co., Inc. and Macatawa Bank recorded in Liber 4415, Page 532. (AFFECTS SUBJECT PROPERTY AS SHOWN HEREON.)



STRUCTURE TABLE

CB #60 (STORM)
RIM ELEVATION = 604.75
18" CPP(E) = 600.64
18" CPP(N) = 600.08
18" CPP(S) = 600.15
24" CPP(W) = 600.05

MH #62 (STORM)
RIM ELEVATION = 605.75
FROZEN LID - NO ACCESS

MH #299 (SANITARY)
RIM ELEVATION = 608.21
12" PVC(S) = 586.63
12" PVC(N) = 586.68
8" PVC(NE) = DROP INVERT @ BOTTOM FLOW 587.26

MH #443 (SANITARY)
RIM ELEVATION = 607.11
10" PVC(W) = 588.11
12" PVC(N) = 588.19
12" PVC(S) = 587.81
?? PVC(N) = 592.34

CB #628 (STORM)
RIM ELEVATION = 610.70
12" CPP(N) = 605.98
12" CPP(SW) = 606.45

MH #634 (STORM)
RIM ELEVATION = 610.45
FROZEN LID - NO ACCESS

CB #796 (STORM)
RIM ELEVATION = 610.80
12" CPP(NE) = 607.16
CB #929 (STORM)
RIM ELEVATION = 604.89
12" CPP(SW) = 602.77

CB#936 (STORM)
RIM ELEVATION = 604.64
12" CPP(NE) = 600.84
?? CMP(SE) = 598.38
?? CMP(W) = NO ACCESS
TOP OF WATER = 598.74
SUMP = 596.4±

CB #1041 (STORM)
RIM ELEVATION = 604.03
36" CMP(NW) = 598.01
?? CMP(E) = NO ACCESS
TOP OF WATER @ 598.73

CB #1113 (STORM)
RIM ELEVATION = 604.51
30" CMP(S) = 598.58
30" CONC(NW) = 598.66

MH #1132 (STORM)
RIM ELEVATION = 605.46
30" STEEL(WNW) = 598.03
30" STEEL(SE) = 597.71
15" CPP(N) = 597.56±
WATER @ 599.81
MEASURED 8-27-15

MH #1214 (UNKNOWN)
RIM ELEVATION = 608.77

MH #1303 (STORM)
RIM ELEVATION = 604.88
FROZEN LID -NO ACCESS
MH #1371 (SANITARY)
RIM ELEVATION = 604.70
8" PVC(E) = 594.52
8" PVC(N) = 594.60

MH #1408 (SANITARY)
RIM ELEVATION = 604.57
8" PVC(W) = 593.81
8" PVC(E) = 593.72

MH #1494 (SANITARY)
RIM ELEVATION = 604.03
8" PVC(S) = 595.92
8" PVC(W) = 595.91

MH #1678 (SANITARY)
RIM ELEVATION = 603.54
8" PVC(E) = 592.37
8" PVC(W) = 592.42

LEGEND

- Catch Basin - Round
- Catch Basin - Square
- Cable Riser
- Electric Meter
- Guy Anchor
- Guy Pole
- Hydrant
- Iron - Set
- Iron - Found
- Light Pole
- Miss Dig Flag - Phone
- Manhole
- Phone Riser
- Stop Box
- Sign
- Stop Sign
- Sanitary Sewer Manhole
- Stormwater Manhole
- Transformer
- Utility Pole
- Underground Gas Marker
- Water Valve
- Water Well
- Yard Drain
- Miscellaneous/Unknown
- Overhead Utility
- Sanitary
- Storm
- Telephone
- Treeline
- Overhead Telephone
- Underground Telephone
- Watermain
- Fence
- Asphalt
- Concrete
- Building
- 30" Oak Tree (Deciduous)
- 12" Pine Tree (Conifer)

0' 25' 50' 100'
SCALE: 1" = 50'

BENCHMARKS

BENCHMARK #2 ELEV. = 608.91 (NAVD88)
Northwest flange bolt under "W" on hydrant 2.2'± above grade at the Northeast corner of the Meijer property.

BENCHMARK #3 ELEV. =609.80 (NAVD88)
Northeast flange bolt under "E" 1.3'± above grade on hydrant at the Northwest quadrant of 172nd Avenue and the North Meijer entrance.

LEGAL DESCRIPTION

Part of the Northwest 1/4 of Section 33, Town 8 North, Range 16 West, Grand Haven Township, Ottawa County, Michigan, described as: Commencing at the North 1/4 corner of said section; thence S01°13'43"E 653.23 feet along the North-South 1/4 line of said section to the Point of Beginning; thence continuing S01°13'43"E 336.27 feet along said 1/4 line; thence S89°43'31"W 53.74 feet parallel with the North line of the South 3/4 of the Northwest 1/4 of said section; thence S01°12'05"E 25.63 feet; thence S89°43'31"W 47.88 feet; thence S01°12'05"E 30.79 feet; thence Southwesterly 117.48 feet along a 200.00 foot radius curve to the left, said curve having a central angle of 33°39'22", and a chord that bears S61°16'06"W 115.80 feet; thence S44°26'25"W 162.16 feet; thence Southwesterly 153.82 feet along a 200.00 foot radius curve to the right, said curve having a central angle of 44°03'55", and a chord that bears S66°28'23"W 150.05 feet; thence S88°30'20"W 386.19 feet; thence Northwesterly 62.90 feet along a 40.00 foot radius curve to the right, said curve having a central angle of 90°05'36", and a chord bearing N46°26'52"W 56.61 feet; thence N01°24'04"W 367.19 feet; thence Northeasterly 253.22 feet along a 881.00 foot radius curve to the right, said curve having a central angle of 16°28'05", and a chord that bears N06°49'59"E 252.35 feet; thence N15°04'02"E 115.89 feet; thence Northeasterly 146.64 feet along a 748.52 foot radius curve to the left, said curve having a central angle of 11°13'27", and a chord that bears N11°24'41"E 146.40 feet; thence S89°40'56"E 102.72 feet; thence S00°18'11"W 280.30 feet; thence N89°43'31"E 691.62 feet along the North line of the South 3/4 of the Northwest 1/4 of said section to the Point of Beginning. Containing 12.00 acres. Subject to highway right-of-way for 172nd Avenue over the Easterly most 33 feet thereof. Also subject to easements, restrictions, and rights-of-way of record.

ZONING INFORMATION

CURRENT ZONING CLASSIFICATION
Zoning of property: PUD - PLANNED UNIT DEVELOPMENT

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PREPARED FOR:
Health Pointe
Attn: Jeff Meyers

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Title: Township Site Plan Submittal		V. Date:09.04.15
Drawn: BEM	Checked: RJB	S. Date:09.04.15

HEALTH POINTE

Existing Conditions Plan

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C-201

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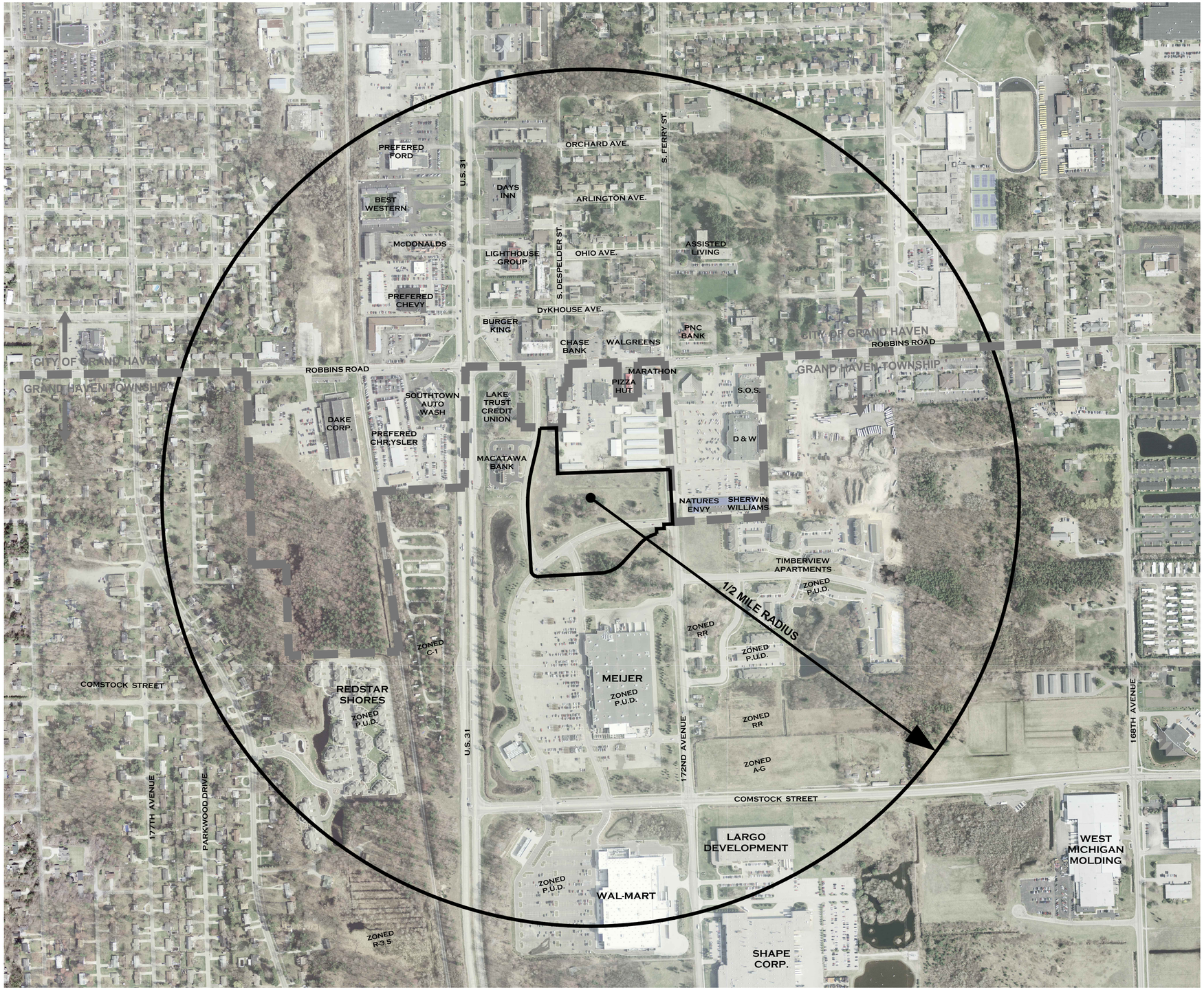

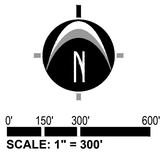

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PREPARED FOR:

Health Pointe
Attn: Jeff Meyers

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Suite 410
Grand Rapids, MI 49345

REVISIONS:

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HEALTH POINTE

1/2 Mile Radius Map

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STAMP:

STATE OF MICHIGAN
ROGER JACK BARR II
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LICENSED PROFESSIONAL ENGINEER

PROJECT NO:
14201485

SHEET NO:
C-202

14201485-CP1.dwg BM 9/4/2015 11:54

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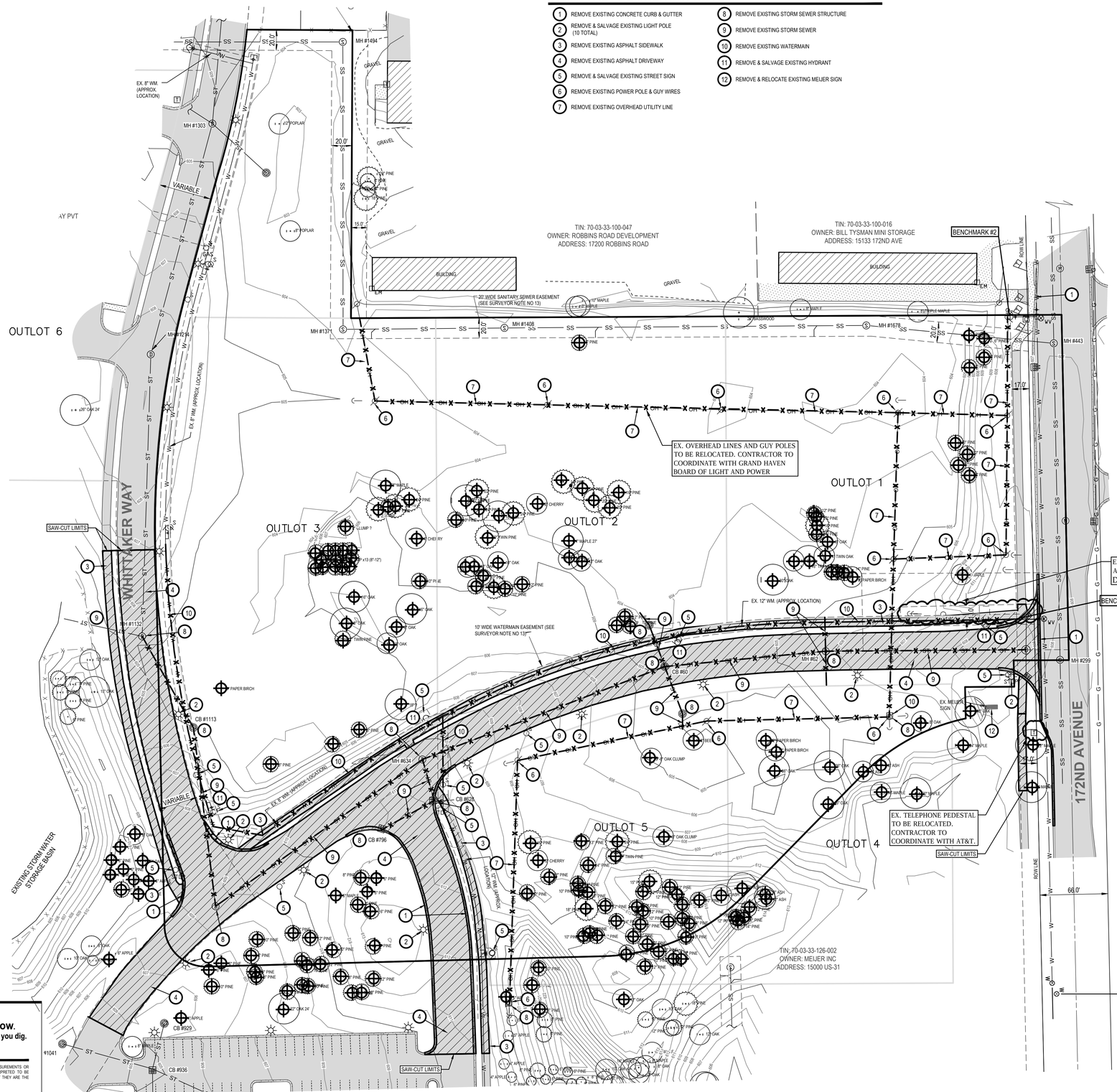
REMOVAL / DEMOLITION NOTES

1. REMOVE EXISTING CONCRETE CURB & GUTTER
2. REMOVE & SALVAGE EXISTING LIGHT POLE (10 TOTAL)
3. REMOVE EXISTING ASPHALT SIDEWALK
4. REMOVE EXISTING ASPHALT DRIVEWAY
5. REMOVE & SALVAGE EXISTING STREET SIGN
6. REMOVE EXISTING POWER POLE & GUY WIRES
7. REMOVE EXISTING OVERHEAD UTILITY LINE
8. REMOVE EXISTING STORM SEWER STRUCTURE
9. REMOVE EXISTING STORM SEWER
10. REMOVE EXISTING WATERMAIN
11. REMOVE & SALVAGE EXISTING HYDRANT
12. REMOVE & RELOCATE EXISTING MEIJER SIGN



LOCATION MAP

NOT TO SCALE

0' 25' 50' 100'

SCALE: 1" = 50'

LEGEND

- EXISTING GRADE CONTOUR
- EXITING BITUMINOUS REMOVAL
- EXISTING CONCRETE REMOVAL
- EXISTING UTILITY LINE REMOVAL
- EXISTING TREE REMOVAL
- 30" OAK TREE (DECIDUOUS)
- 12" PINE TREE (CONIFER)

REMOVAL / DEMOLITION NOTES

1) THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES AT LEAST THREE WEEKS PRIOR TO THE BEGINNING OF CONSTRUCTION OPERATIONS. THERE ARE EXISTING UNDERGROUND UTILITIES WHICH CROSS THE PROPOSED REPLACEMENT WORK AREAS. ALTHOUGH THEIR EXACT LOCATION CANNOT BE DETERMINED, IT IS KNOWN THESE UTILITIES ARE LOCATED WHERE DIGGING IS REQUIRED. THE CONTRACTOR SHALL CONDUCT THE REQUIRED EXCAVATION IN THESE AREAS WITH EXTREME CAUTION.

2) ALL EXISTING UTILITY INFORMATION SHOWN IS TAKEN FROM EXISTING RECORDS, AND FIELD VERIFIED WHERE ACCESSIBLE ONLY. INFORMATION OBTAINED FROM EXISTING RECORDS MAY NOT BE COMPLETE OR ACCURATE. THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. THE CONTRACTOR SHALL FIELD VERIFY FOR ACCURACY, LOCATION AND CONDITION.

3) BEFORE ANY WORK IS STARTED ON THE PROJECT AND AGAIN BEFORE FINAL ACCEPTANCE BY THE TOWNSHIP AND BY THE OWNER, REPRESENTATIVES OF THE TOWNSHIP, THE OWNER AND THE CONTRACTOR SHALL MAKE AN INSPECTION OF THE EXISTING SEWERS WITHIN THE WORK LIMITS WHICH ARE TO REMAIN IN SERVICE AND WHICH MAY BE AFFECTED BY THE WORK. THE CONDITION OF THE EXISTING UTILITIES AND THEIR APPURTENANCES SHALL BE DETERMINED FROM FIELD OBSERVATIONS AND EXISTING VIDEO TAPES. RECORDS OF THE INSPECTIONS SHALL BE KEPT IN WRITING BY THE CONTRACTOR.

4) THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DEMOLITION WORK.

5) ALL EXISTING UTILITIES, SEWERS AND WATER LINES ARE TO REMAIN UNDISTURBED UNLESS OTHERWISE NOTED ON THE PLANS. THE CONTRACTOR SHALL CONTACT AND COORDINATE WITH ALL APPLICABLE UTILITY COMPANIES, MUNICIPALITIES AND AGENCIES BEFORE COMMENCING ANY WORK.

6) THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES REGARDING REMOVAL OF EXISTING POLES, OVERHEAD WIRES, UNDERGROUND UTILITIES, GUY WIRES, GAS LINES, ETC. ALL ADJUSTMENT OR RECONSTRUCTION WORK, EXCEPT FOR THOSE STRUCTURES OTHERWISE NOTED ON THE PLANS, SHALL BE PERFORMED BY THE CONTRACTOR. EXISTING APPURTENANCES SUCH AS UTILITY POLES AND VALVES BOX SHALL NOT BE DISTURBED BY THE CONTRACTOR DURING CONSTRUCTION.

7) THE CONTRACTOR SHALL MAINTAIN EXISTING UTILITY SERVICE TO ALL ADJOINING PROPERTIES.

8) ALL DEBRIS SHALL BE REMOVED FROM THE SITE, AND NO STOCKPILING ON SITE SHALL BE ALLOWED UNLESS APPROVED BY THE OWNER OR THEIR REPRESENTATIVES.

9) THE CONTRACTOR SHALL LIMIT SAWCUT AND PAVEMENT REMOVAL TO ONLY THOSE AREAS WHERE REQUIRED OR AS SHOWN. ALL PAVEMENTS TO BE REMOVED SHALL BE SAWCUT AND REMOVED TO FULL DEPTH AT ALL PAVEMENT LIMITS OR EXISTING JOINTS. IF ANY DAMAGE IS INCURRED TO ANY OF THE SURROUNDING PAVEMENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ITS REMOVAL AND REPAIR AT NO ADDITIONAL COST TO ANYONE ELSE, INCLUDING THE TOWNSHIP OR OWNER.

10) ASPHALT AREAS SHOWN TO BE SAWCUT AND REMOVED FULL DEPTH ARE ACTUAL FACE OF PROPOSED CURBS. IT WILL BE NECESSARY TO MAKE OFF-SET SAWCUTS TO PROVIDE CLEARANCE FOR PROPOSED CURBS: THE CONTRACTOR SHALL DETERMINE THE AMOUNT OF OFF-SET NECESSARY TO CONSTRUCT THE PROPOSED CURBS. ADDITIONAL CUTS MAY BE DESIRED TO FACILITATE THE REMOVAL OF THE EXISTING PAVEMENT, BUT THERE WILL BE NO EXTRA PAYMENT FOR ADDITIONAL CUTS. PAVEMENT SHALL BE REMOVED WITHOUT DAMAGING OR UNDERMINING THE REMAINING PAVEMENT. IF ADJACENT PAVEMENT IS DAMAGED, THE CONTRACTOR SHALL MAKE ADDITIONAL FULL DEPTH SAWCUTS AND REMOVE THE DAMAGE AREAS AS NECESSARY.

11) ALL PAVEMENT REMOVAL AREAS SHALL BE FULL PAVEMENT CROSS-SECTION REMOVAL DOWN TO NATIVE SOIL LAYER IN ACCORDANCE WITH THE GEOTECHNICAL REPORT.

12) ALL TREES WITHIN THE GRADING LIMITS SHALL BE REMOVED UNLESS OTHERWISE NOTED.

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800.222.1868
GRAND RAPIDS
217 Grandville Ave., Suite 302
Grand Rapids, MI 49503
Phone: 616.575.5190
ANN ARBOR
CHICAGO
COLUMBUS
HOLLAND
INDIANAPOLIS
ST. LOUIS

PREPARED FOR:

Health Pointe
Attn: Jeff Meyers

648 Monroe Ave NW
Suite 410
Grand Rapids, MI 49345

REVISIONS:

Title: Meijer Review Submittal		V. Date:08.28.15
Drawn: BM	Checked: RJB	S. Date:08.28.15
Title: Township Site Plan Submittal		V. Date:09.04.15
Drawn: BEM	Checked: RJB	S. Date:09.04.15

HEALTH POINTE

Demolition Plan

PART OF THE NW 1/4 OF SECTION 33, T8N, R16W,
GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN

STAMP:

STATE OF MICHIGAN
ROGER JACK BARR II
ENGINEER
No. 41990
LICENSED PROFESSIONAL ENGINEER

PROJECT NO:
14201485

SHEET NO:
C-203

L:\201485-CP1.dwg BM 9/4/2015 14:23

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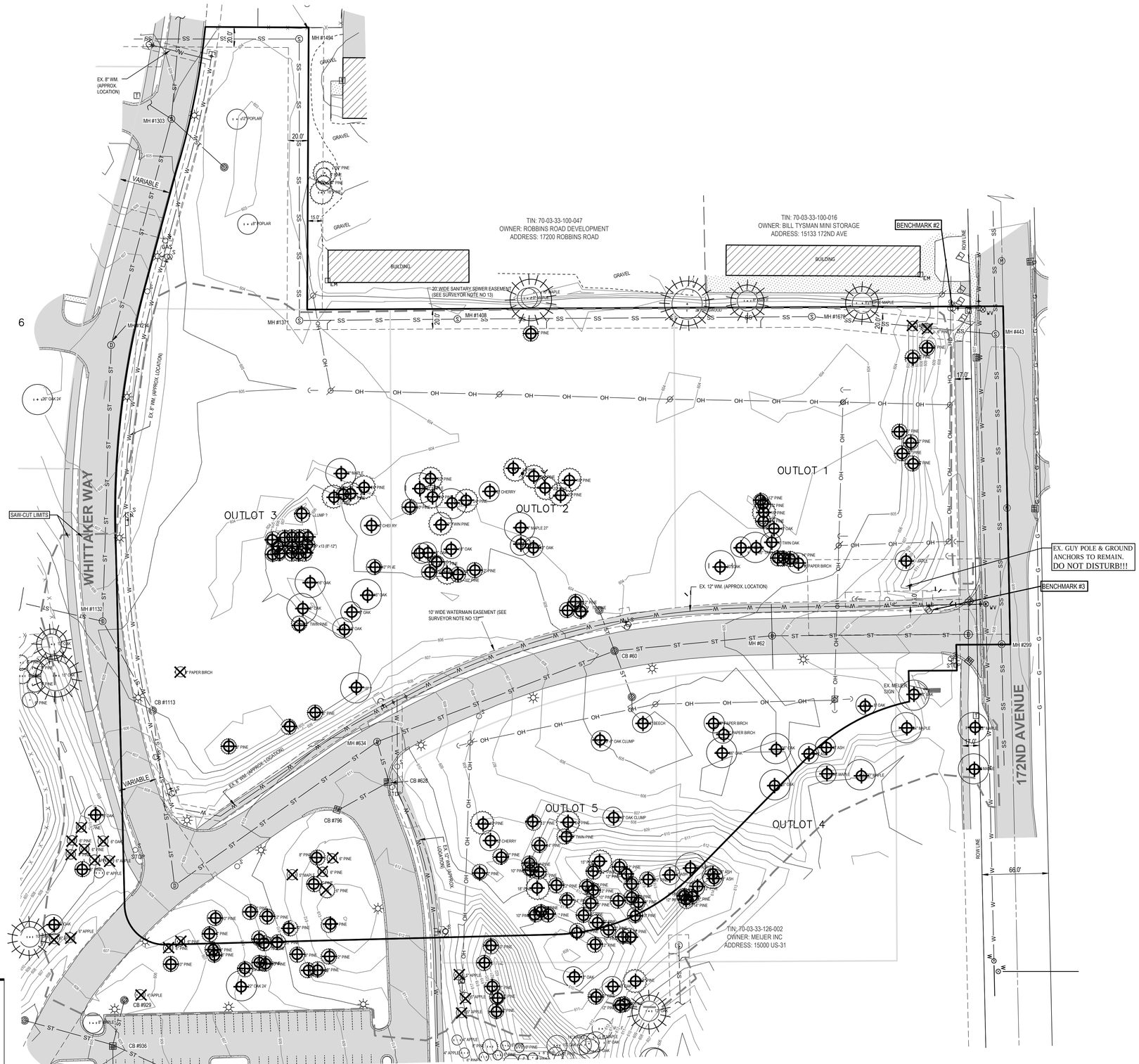


LOCATION MAP

NOT TO SCALE

0' 25' 50' 100'

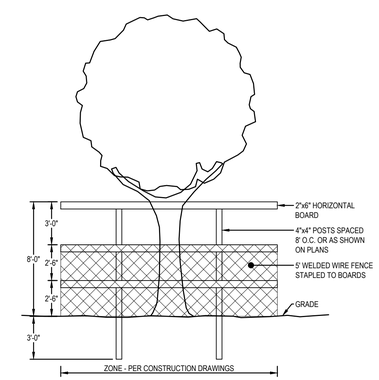
SCALE: 1" = 50'

LEGEND

- DECIDUOUS TREE
- EVERGREEN TREE
- NON-PROTECTED TREE LESS THAN 8" DBH) TO BE REMOVED
- PROTECTED TREE (8" OR GREATER DBH) TO BE REMOVED
- PROTECTED TREE FENCING
- CONSTRUCTION ZONE LIMITS

NOTES:

1. ENSURE FENCING IS INSTALLED TO PREVENT REMOVAL OF TREES OUTSIDE THE CONSTRUCTION ZONE. FENCING SHALL EXTEND 10' BEYOND THE DRIP LINE OF THE TREE CANOPY.
2. TREES WERE MEASURED AT DIAMETER BREAST HEIGHT (D.B.H.)
3. PROTECTED TREES BOTH IN AND WITHIN 10' OF CONSTRUCTION ZONE (8" OR GREATER D.B.H.) = 204 TREES
4. PROTECTED TREES PROPOSED TO BE REMOVED WITHIN CONSTRUCTION ZONE (8" OR GREATER D.B.H.) = 194
5. WHERE PRACTICAL, EXISTING TREES THAT ARE IN GOOD HEALTH AND ABOVE 3" IN CALIPER ALONG THE FRONTAGE SHALL BE PRESERVED



ALL TREE PROTECTION SHALL BE INSTALLED BY THE CONTRACTOR AND APPROVED BY THE OWNER PRIOR TO COMMENCEMENT OF DEMOLITION AND NEW CONSTRUCTION

TREE PROTECTION FENCING DETAIL

N.T.S.

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HEALTH POINTE

Tree Survey Plan

PART OF THE NW 1/4 OF SECTION 33, T8N, R16W,
GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN

STAMP:

STATE OF MICHIGAN
ROGER JACK BARR II
ENGINEER
No. 41990
LICENSED PROFESSIONAL ENGINEER

PROJECT NO:
14201485

SHEET NO:
C-204

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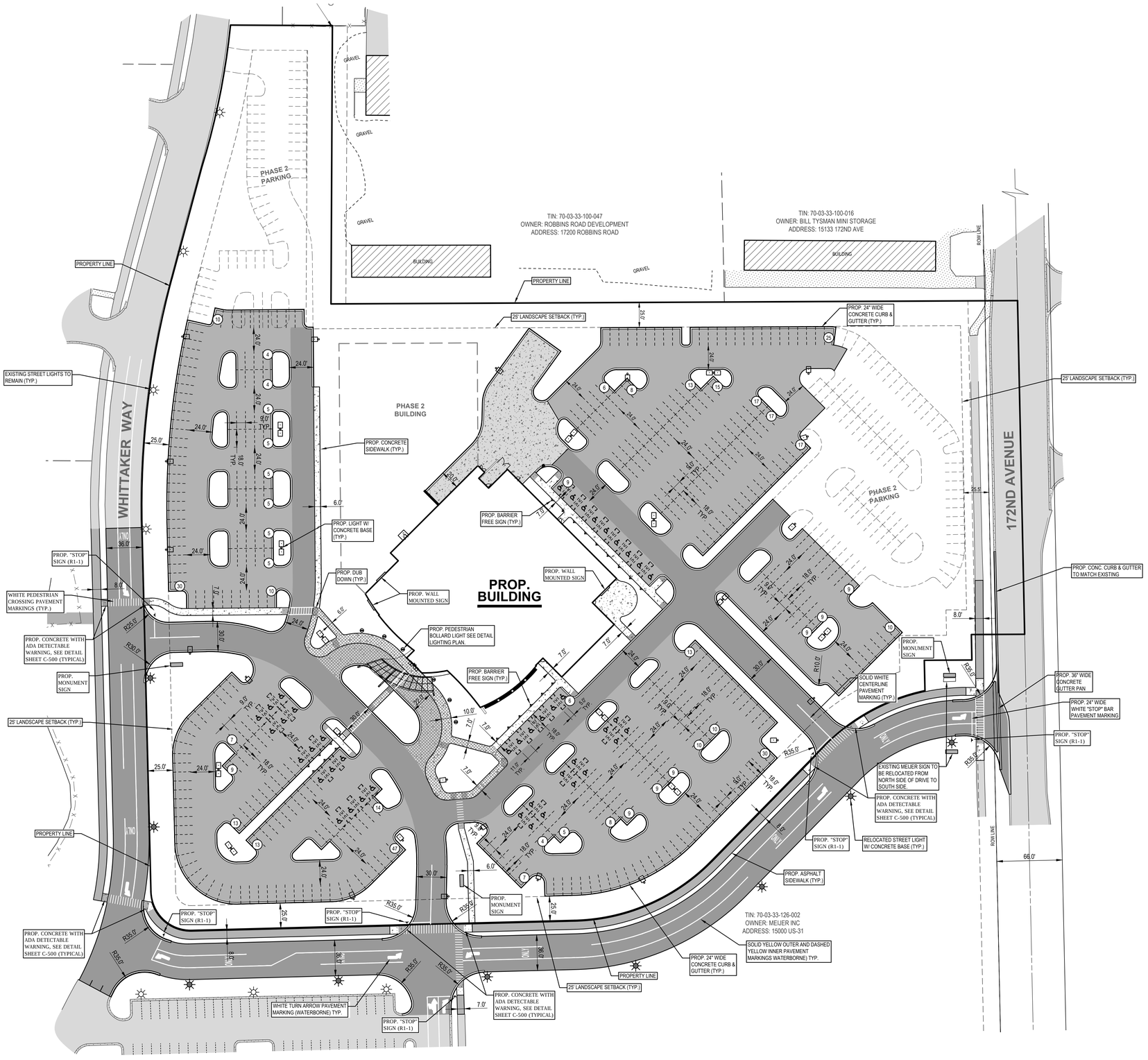

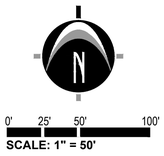

LEGEND

- EXISTING BITUMINOUS
- EXISTING CONCRETE
- PROPOSED BITUMINOUS (STANDARD DUTY)
- PROPOSED BITUMINOUS (HEAVY DUTY)
- PROPOSED CONCRETE (STANDARD DUTY)
- PROPOSED CONCRETE (HEAVY DUTY)
- PROP. CONC. PAVEMENT WITH SNOW MELT
- RELOCATED EX. STREET LIGHT W/ CONC. BASE
- EX. STREET LIGHT
- PROP. SITE LIGHTING
- PROP. PEDESTRIAN BOLLARD LIGHT

GENERAL NOTES

ZONING OF PROPERTY: PUD

SETBACKS
- A) FRONT YARD = 50 FT.
- B) SIDE YARD = 9 FT.
- C) REAR YARD = 20 FT.
- D) LANDSCAPE (NO PARKING) = 25 FT.

2) SUMMARY OF LAND USE:
- A) TOTAL ACREAGE = 11.74 ACRES (511,470 SQ.FT.) (EXCLUDING R.O.W.)
- B) AREA OF PROPOSED BUILDING = 36,238 SQ.FT.
- C) LOT COVERAGE (PHASE 1) = 51.5%

3) PARKING REQUIREMENTS:
- A) MINIMUM REQUIRED SPACE PER TOWNSHIP = 9'x18' (24' AISLE)
- B) TYPICAL PARKING SPACE PROVIDED = 9'x18' (24' AISLE)
- C) NUMBER OF SPACES REQUIRED = 1 PER 200 SQ. FT. (BASED ON TOWNSHIP REQUIREMENTS)
- D) NUMBER OF SPACES PROVIDED
  - PHASE 1 = 475
  - PHASE 2 = 121
  - TOTAL SPACES = 596

4) THIS PROJECT IS NOT LOCATED IN THE 100 YEAR FLOOD PLAIN, BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM RATE MAPS.

5) THE PERMANENT PARCEL NUMBER FOR THE SITE IS 70-03-33-126-003.

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HEALTH POINTE

Site Layout Plan

PART OF THE NW 1/4 OF SECTION 33, T8N, R16W,
GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN

STAMP:

STATE OF MICHIGAN
ROGER JACK BARR II
ENGINEER
No. 41990
LICENSED PROFESSIONAL ENGINEER

PROJECT NO:
14201485

SHEET NO:
C-205

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LOCATION MAP

NOT TO SCALE

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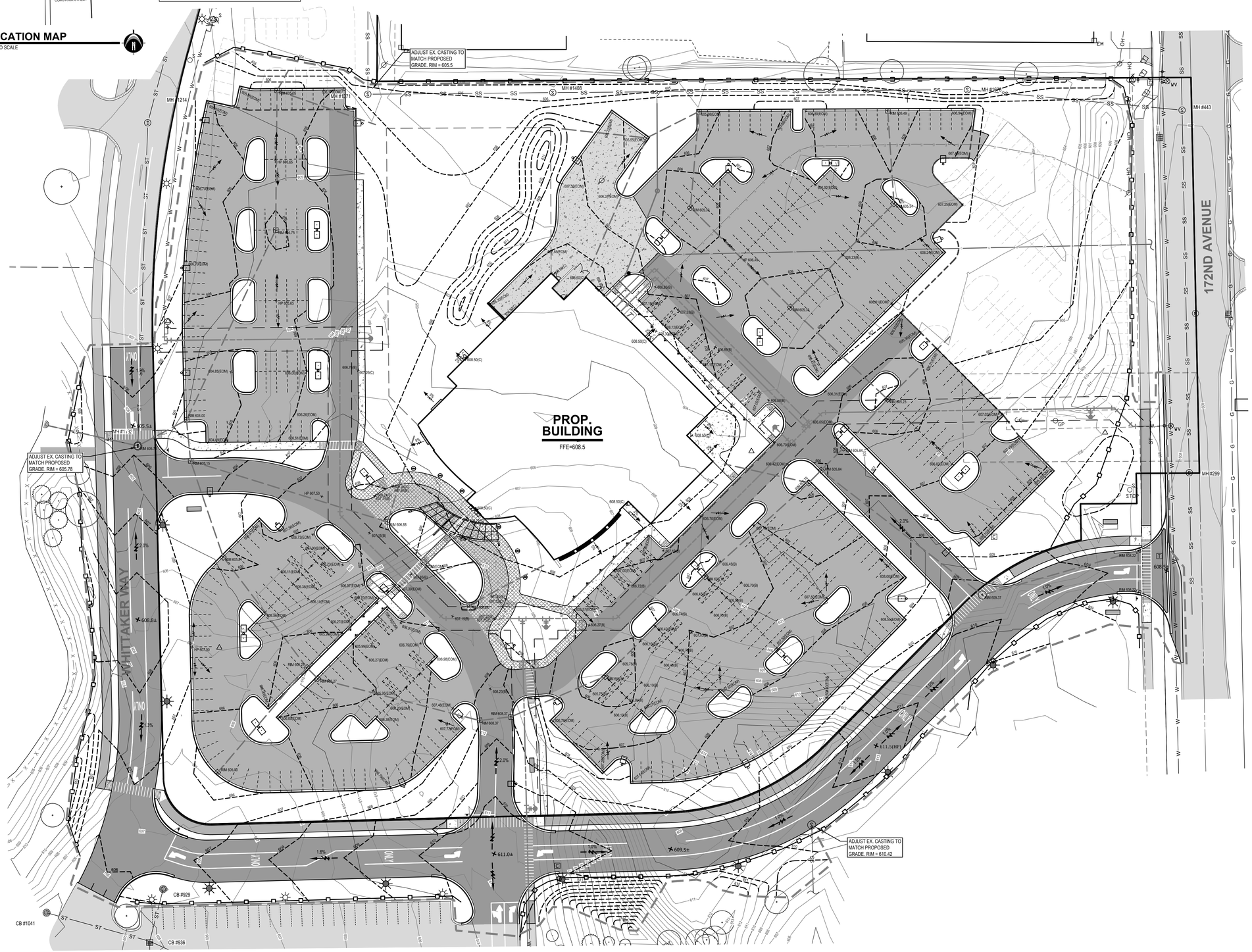

0' 20' 40' 80'

SCALE: 1" = 40'

LEGEND

- EX. GRADE CONTOUR
- PROP. GRADE CONTOUR
- 778.00 PROP. GRADE ELEV.
- 778.00(B) PROP. GRADE ELEV. (BLACKTOP)
- 778.00(C) PROP. GRADE ELEV. (CONCRETE)
- 778.00(G) PROP. GRADE ELEV. (GUTTER)
- 778.00(EOM) PROP. GRADE ELEV. (EDGE OF METAL)
- 778.00(HP) PROP. GRADE ELEV. (HIGH POINT)
- EX. BITUMINOUS
- EX. CONCRETE
- PROPOSED BITUMINOUS (STANDARD DUTY)
- PROPOSED BITUMINOUS (HEAVY DUTY)
- PROPOSED CONCRETE (STANDARD DUTY)
- PROPOSED CONCRETE (HEAVY DUTY)
- PROP. STORM SEWER
- PROP. SANITARY SEWER
- PROP. WATERMAIN
- FLOW DIRECTION
- PROP. LIMITS OF GRADING
- PROP. SILT FENCE

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PREPARED FOR:

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Attn: Jeff Meyers

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HEALTH POINTE

Site Grading Plan

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GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN

STAMP:

STATE OF MICHIGAN
ROGER JACK BARR II
ENGINEER
No. 41990
LICENSED PROFESSIONAL ENGINEER

PROJECT NO:
14201485

SHEET NO:
C-300

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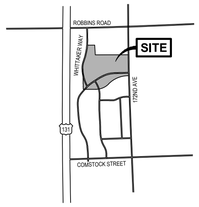
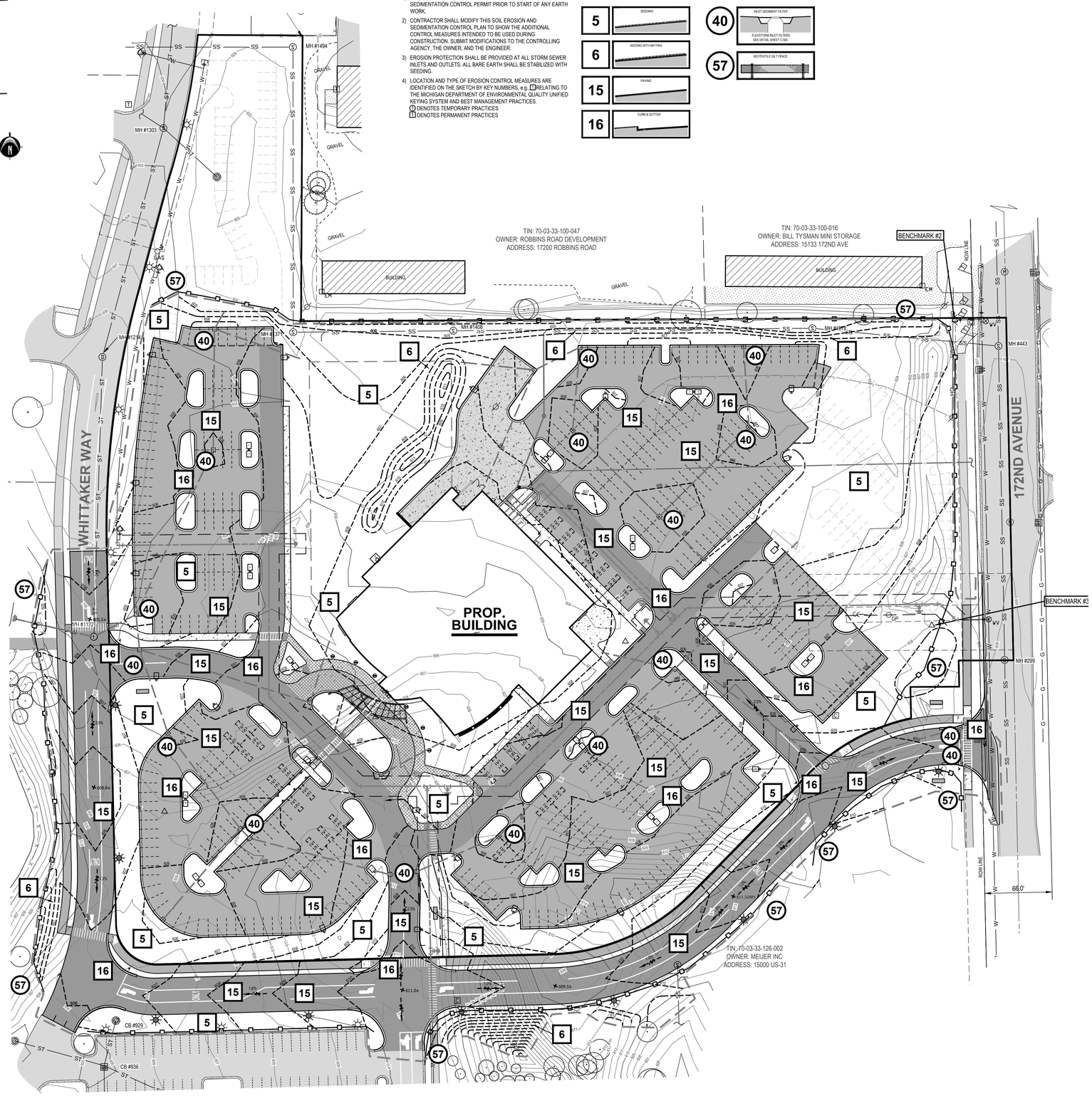
SOIL EROSION AND SEDIMENTATION CONTROL NOTES

1) CONTRACTOR SHALL POSSESS THE SOIL EROSION AND SEDIMENTATION CONTROL PERMIT PRIOR TO START OF ANY EARTH WORK.
2) CONTRACTOR SHALL MODIFY THIS SOIL EROSION AND SEDIMENTATION CONTROL PLAN TO SHOW THE ADDITIONAL CONTROL MEASURES INTENDED TO BE USED DURING CONSTRUCTION. SUBMIT MODIFICATIONS TO THE CONTROLLING AGENCY, THE OWNER, AND THE ENGINEER.
3) EROSION PROTECTION SHALL BE PROVIDED AT ALL STORM SEWER INLETS AND OUTLETS. ALL BARE EARTH SHALL BE STABILIZED WITH SEEDING.
4) LOCATION AND TYPE OF EROSION CONTROL MEASURES ARE IDENTIFIED ON THE SKETCH BY KEY NUMBERS, e.g. (T)(1) RELATING TO THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY UNIFIED KEYING SYSTEM AND BEST MANAGEMENT PRACTICES.
(T) DENOTES TEMPORARY PRACTICES
(1) DENOTES PERMANENT PRACTICES



LOCATION MAP
NOT TO SCALE



N
0' 25' 50' 100'
SCALE: 1" = 50'

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LEGEND

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- EX. CONCRETE
- PROPOSED BITUMINOUS (STANDARD DUTY)
- PROPOSED BITUMINOUS (HEAVY DUTY)
- PROPOSED CONCRETE (STANDARD DUTY)
- PROPOSED CONCRETE (HEAVY DUTY)
- PROP. STORM SEWER
- PROP. SANITARY SEWER
- PROP. WATERMAIN
- PROP. LIMITS OF GRADING
- PROP. SILT FENCE

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HEALTH POINTE

Soil Erosion & Sedimentation Control Plan

PART OF THE NW 1/4 OF SECTION 33, T8N, R16W,
GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN

STAMP:
STATE OF MICHIGAN
ROGER JACK BARR II
ENGINEER
No. 41990
LICENSED PROFESSIONAL ENGINEER

PROJECT NO:
14201485

SHEET NO:
C-301

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14201485-CP1.dwg

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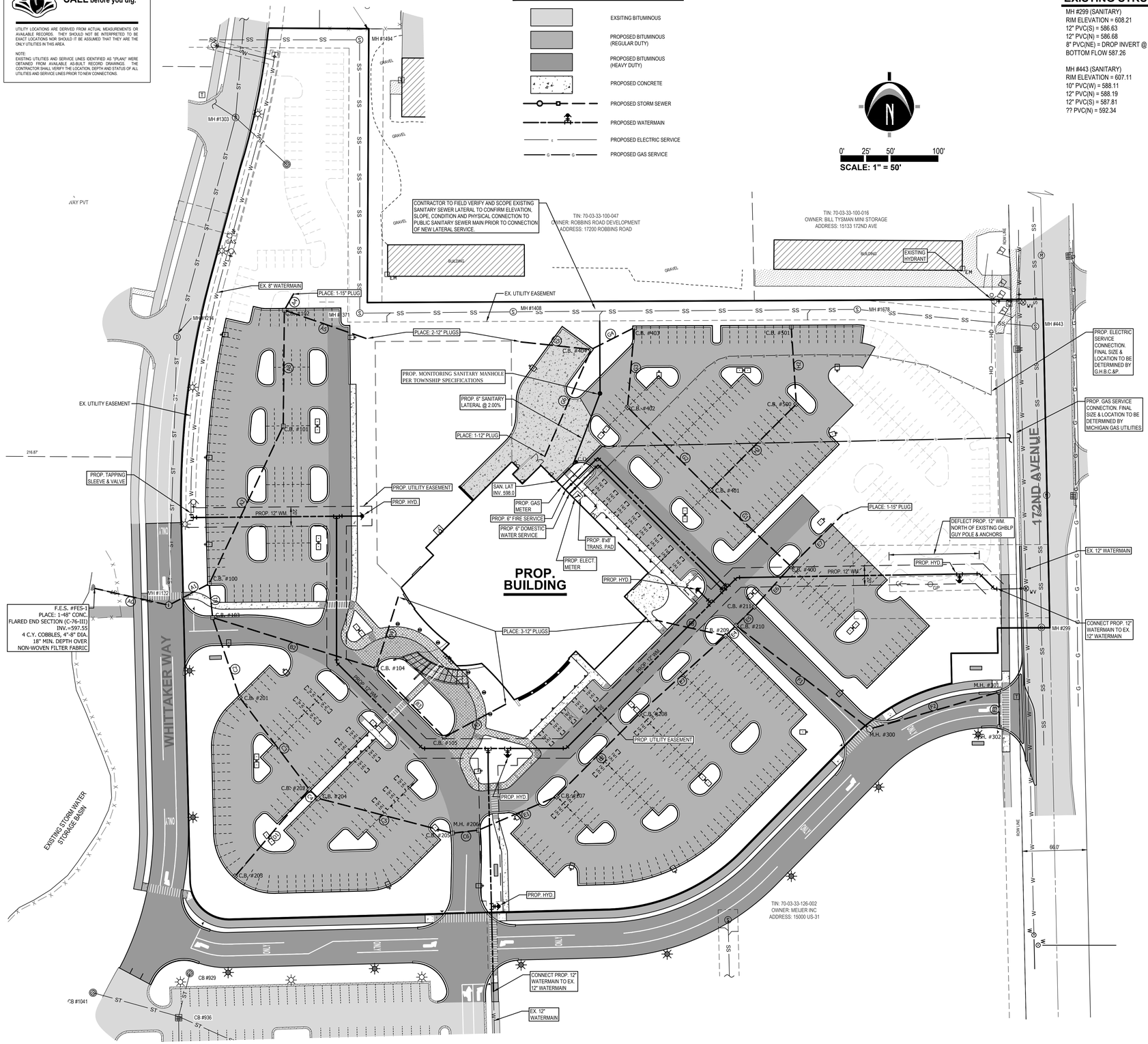
LEGEND

- EXSITING BITUMINOUS
- PROPOSED BITUMINOUS (REGULAR DUTY)
- PROPOSED BITUMINOUS (HEAVY DUTY)
- PROPOSED CONCRETE
- PROPOSED STORM SEWER
- PROPOSED WATERMAIN
- PROPOSED ELECTRIC SERVICE
- PROPOSED GAS SERVICE

N

0' 25' 50' 100'
SCALE: 1" = 50'



EXISTING STRUCTURE TABLE

MH #299 (SANITARY)
RIM ELEVATION = 608.21
12" PVC(S) = 586.63
12" PVC(N) = 586.68
8" PVC(NE) = DROP INVERT @ BOTTOM FLOW 587.26

MH #443 (SANITARY)
RIM ELEVATION = 607.11
10" PVC(W) = 588.11
12" PVC(N) = 588.19
12" PVC(S) = 587.81
?? PVC(N) = 592.34

CB#936 (STORM)
RIM ELEVATION = 604.64
12" CPP(NE) = 600.84
?? CMP(SE) = 598.38
?? CMP(W) = NO ACCESS
TOP OF WATER = 598.74
SUMP = 596.4±

CB #1041 (STORM)
RIM ELEVATION = 604.03
36" CMP(NW) = 598.01
?? CMP(E) = NO ACCESS

TOP OF WATER @ 598.73MH #1132 (UNKNOWN)
RIM ELEVATION = 605.46
FROZEN LID

MH #1214 (UNKNOWN)
RIM ELEVATION = 608.77

MH #1303 (STORM)
RIM ELEVATION = 604.88
FROZEN LID -NO ACCESS

MH #1371 (SANITARY)

RIM ELEVATION = 604.70
8" PVC(E) = 594.52
8" PVC(N) = 594.60

MH #1408 (SANITARY)
RIM ELEVATION = 604.57
8" PVC(W) = 593.81
8" PVC(E) = 593.72

MH #1494 (SANITARY)
RIM ELEVATION = 604.03
8" PVC(S) = 595.02
8" PVC(W) = 595.91

MH #1678 (SANITARY)
RIM ELEVATION = 603.54
8" PVC(E) = 592.37
8" PVC(W) = 592.42

STORM SEWER DRAINAGE STRUCTURES			
PROP.	RIM	INVERTS	DIA.
100	604.00	A2 INV IN = 598.200 B1 INV IN = 597.900 A1 INV OUT = 597.900 24" NE, I.E.=598.20 36" S, I.E.=597.90 42" SW, I.E.=597.90	4'
101	604.75	A3 INV IN = 598.930 A2 INV OUT = 598.730 18" N, I.E.=598.93 24" SW, I.E.=598.73	4'
102	605.05	A4 INV IN = 599.330 A5 INV IN = 599.430 A3 INV OUT = 599.230 15" NE, I.E.=599.33 18" S, I.E.=599.23 12" E, I.E.=599.43	4'
103	605.14	B2 INV IN = 598.000 C2 INV IN = 598.000 B1 INV OUT = 598.000 36" N, I.E.=598.00 15" E, I.E.=598.00 36" S, I.E.=598.00	4'
104	604.13	B3 INV IN = 598.630 B4 INV IN = 598.630 B2 INV OUT = 598.530 12" SE, I.E.=598.63 15" W, I.E.=598.53 12" N, I.E.=598.63	4'
105	604.19	B5 INV IN = 598.930 B3 INV OUT = 598.930 12" NE, I.E.=598.93 12" NW, I.E.=598.93	4'
201	605.81	C3 INV IN = 598.220 C2 INV OUT = 598.220 36" N, I.E.=598.22 36" SE, I.E.=598.22	4'
202	605.27	D1 INV IN = 599.120 C4 INV IN = 598.520 C3 INV OUT = 598.520 36" NW, I.E.=598.52 15" SW, I.E.=599.12 36" SE, I.E.=598.52	4'
203	605.00	D1 INV OUT = 599.470 15" NE, I.E.=599.47	4'
204	605.27	C5 INV IN = 598.550 C4 INV OUT = 598.550 36" NW, I.E.=598.55 36" E, I.E.=598.55	4'
205	608.37	C6 INV IN = 598.830 C5 INV OUT = 598.830 36" W, I.E.=598.83 36" E, I.E.=598.83	4'
206	608.37	E1 INV IN = 598.880 C6 INV OUT = 598.890 36" W, I.E.=598.89 36" NE, I.E.=598.88	4'
207	605.50	E2 INV IN = 599.050 E1 INV OUT = 599.050 30" NE, I.E.=599.05 36" SW, I.E.=599.05	4'
208	606.15	E3 INV IN = 599.410 E2 INV OUT = 599.410 30" NE, I.E.=599.41 30" SW, I.E.=599.41	4'
209	605.70	E4 INV IN = 599.770 E8 INV IN = 600.170 E3 INV OUT = 599.770 30" NE, I.E.=599.77 30" SW, I.E.=599.77 12" W, I.E.=600.17	4'

STORM SEWER DRAINAGE STRUCTURES			
PROP.	RIM	INVERTS	DIA.
210	605.84	E5 INV IN = 599.900 F1 INV IN = 600.000 E4 INV OUT = 599.800 24" NE, I.E.=599.90 30" SW, I.E.=599.80 18" SE, I.E.=600.00	4'
211	605.84	E6 INV IN = 599.980 E5 INV OUT = 599.980 24" NE, I.E.=599.98 24" SW, I.E.=599.98	4'
300	609.37	F2 INV IN = 600.720 F1 INV OUT = 600.520 12" E, I.E.=600.72 18" NW, I.E.=600.52	4'
301	608.20	F3 INV IN = 601.130 F2 INV OUT = 601.130 12" S, I.E.=601.13 12" W, I.E.=601.13	4'
302	608.22	F3 INV OUT = 601.240 12" N, I.E.=601.24	4'
400	605.23	G1 INV IN = 600.150 E7 INV IN = 600.350 E6 INV OUT = 600.150 24" NW, I.E.=600.15 15" NE, I.E.=600.35 24" SW, I.E.=600.15	4'
401	605.33	G2 INV IN = 600.490 H1 INV IN = 600.490 G1 INV OUT = 600.490 18" NW, I.E.=600.49 24" SE, I.E.=600.49 12" NE, I.E.=600.49	4'
402	605.33	G3 INV IN = 600.850 G2 INV OUT = 600.850 15" N, I.E.=600.85 18" SE, I.E.=600.85	4'
403	605.68	G4 INV IN = 601.100 G3 INV OUT = 601.100 15" SW, I.E.=601.10 15" S, I.E.=601.10	4'
404	605.55	G6 INV IN = 601.350 G5 INV IN = 601.350 G4 INV OUT = 601.250 15" NE, I.E.=601.25 12" SW, I.E.=601.35 12" W, I.E.=601.35	4'
500	605.34	H2 INV IN = 600.860 H1 INV OUT = 600.860 12" N, I.E.=600.86 12" SW, I.E.=600.86	4'
501	605.49	H2 INV OUT = 601.100 12" S, I.E.=601.10	4'
1132	603.28	A1 INV IN = 597.800 A0 INV OUT = 597.710 42" NE, I.E.=597.80 48" W, I.E.=597.71	4'
FES-1	601.75	A0 INV IN = 597.550 48" E, I.E.=597.55	???

STORM SEWER DRAINAGE PIPES				
#	LENGTH	DIA.	SLOPE	MATERIAL
A0	78'	48"	0.21%	CONC
A1	47'	42"	0.21%	SLCPP
A2	178'	24"	0.30%	SLCPP
A3	119'	18"	0.25%	SLCPP
A4	19'	15"	0.31%	SLCPP
A5	88'	12"	0.20%	SLCPP
B1	35'	36"	0.29%	SLCPP
B2	175'	15"	0.30%	SLCPP
B3	99'	12"	0.30%	SLCPP
B4	76'	12"	0.30%	SLCPP
B5	71'	12"	0.31%	SLCPP
C2	86'	36"	0.26%	SLCPP
C3	118'	36"	0.25%	SLCPP
C4	13'	36"	0.23%	SLCPP
C5	142'	36"	0.20%	SLCPP
C6	27'	36"	0.22%	SLCPP
D1	117'	15"	0.30%	SLCPP
E1	87'	36"	0.20%	SLCPP
E2	120'	30"	0.30%	SLCPP
E3	119'	30"	0.30%	SLCPP

STORM SEWER DRAINAGE PIPES				
#	LENGTH	DIA.	SLOPE	MATERIAL
E4	15'	30"	0.20%	SLCPP
E5	27'	24"	0.30%	SLCPP
E6	56'	24"	0.31%	SLCPP
E7	75'	15"	0.31%	SLCPP
E8	74'	12"	0.30%	SLCPP
F1	173'	18"	0.30%	SLCPP
F2	138'	12"	0.30%	SLCPP
F3	36'	12"	0.31%	SLCPP
G1	114'	24"	0.30%	SLCPP
G2	120'	18"	0.30%	SLCPP
G3	82'	15"	0.31%	SLCPP
G4	50'	15"	0.30%	SLCPP
G5	72'	12"	0.30%	SLCPP
G6	119'	12"	0.30%	SLCPP
H1	125'	12"	0.30%	SLCPP
H2	79'	12"	0.30%	SLCPP

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800.222.1868
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217 Grandville Ave., Suite 302
Grand Rapids, MI 49503
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COLUMBUS
HOLLAND
INDIANAPOLIS
ST. LOUIS

PREPARED FOR:
Health Pointe
Attn: Jeff Meyers

648 Monroe Ave NW
Suite 410
Grand Rapids, MI 49345

REVISIONS:

Title: Meijer Review Submittal		V. Date:08.28.15
Drawn: BM	Checked: RJB	S. Date:08.28.15
Title: Township Site Plan Submittal		V. Date:09.04.15
Drawn: BEM	Checked: RJB	S. Date:09.04.15

HEALTH POINTE

Utility Plan

PART OF THE NW 1/4 OF SECTION 33, T8N, R16W,
GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN

STAMP:
STATE OF MICHIGAN
ROGER JACK BARR II
ENGINEER
No. 41990
LICENSED PROFESSIONAL ENGINEER

PROJECT NO:
14201485

SHEET NO:
C-400

14201485-CPT.dwg BM 9/4/2015 14:39

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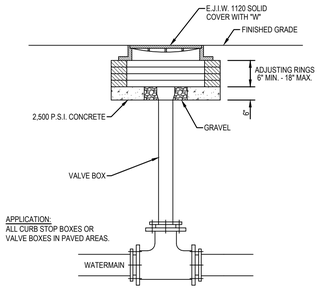
UTILITY CONSTRUCTION NOTES

1. ALL CATCH BASINS SHALL BE PROVIDED WITH A MINIMUM 3' SUMP.
2. ALL STORM SEWER SHALL BE SMOOTH LINED CORRUGATED POLYETHYLENE PIPE (SLCPP) CONFORMING TO AASHTO M-252 AND M-294 UNLESS OTHERWISE NOTED.
3. ALL CATCH BASINS AND MANHOLES SHALL BE CONCRETE, CONFORMING TO ASTM C-478 WITH BUTYL RUBBER GASKETED JOINTS AND BOOT TYPE PIPE CONNECTED, CONFORMING TO ASTM C-923 ARE REQUIRED FOR ALL PIPE CONNECTIONS 24" DIAMETER AND SMALLER.
4. ALL WATERMAIN AND SANITARY SEWER CONSTRUCTION SHALL CONFORM TO GRAND HAVEN TOWNSHIP STANDARD CONSTRUCTION SPECIFICATIONS, INCLUDING POST CONSTRUCTION VIDEO INSPECTION OF THE SANITARY SEWER SYSTEM.

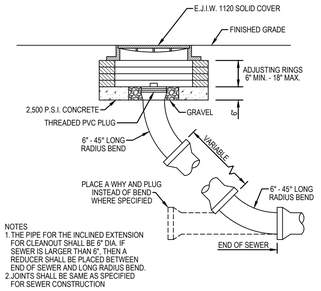
CONSTRUCTION NOTES

1) ALL CONSTRUCTION AND MATERIAL SPECIFICATIONS INCLUDED FOR THIS PROJECT SHALL BE IN ACCORDANCE WITH THE MDOT CONSTRUCTION AND MATERIALS SPECIFICATIONS (LATEST EDITION) AND THE ORDINANCES OF THE TOWNSHIP. WHERE CONFLICTS OCCUR IN THE ABOVE, THE TOWNSHIP SHALL BE THE GOVERNING AUTHORITY.
2) SOIL BORINGS HAVE BEEN PERFORMED BY THE OWNER AND SHALL BE PROVIDED TO THE CONTRACTOR. VARIATION IN EXISTING SOIL CONDITIONS MAY IMPACT THE EARTHWORK QUANTITIES IF UNSUABLE SOILS ARE ENCOUNTERED DURING CONSTRUCTION. REFER TO GEOTECHNICAL REPORT, IF ANY, FOR FINAL DESIGN SPECIFICATIONS.
3) THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO THE EXISTING WATER AND SEWERAGE SYSTEM RESULTING FROM NON-CONFORMANCE WITH THE APPLICABLE STANDARDS OR THROUGH GENERAL NEGLIGENCE.
4) ALL WORK, INCLUDING INSPECTIONS AND TESTING COST REQUIRED FOR REMOVAL, RELOCATION OR NEW CONSTRUCTION FOR PRIVATE OR PUBLIC UTILITIES, WILL BE DONE BY AND AT THE EXPENSE OF THE CONTRACTOR AND INCLUDED IN THE BID PRICE FOR THE VARIOUS WORK ITEMS UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND PAYING FOR ALL NECESSARY PERMITS FROM THE TOWNSHIP AND COUNTY AND ANY OTHER AGENCY FOR ALL WORK DONE BY THE CONTRACTOR.
5) ANY DEFECTS IN THE CONSTRUCTION, INCLUDING MATERIALS OR WORKMANSHIP, SHALL BE REPLACED OR CORRECTED BY REMOVAL AND REPLACEMENT OR OTHER APPROVED METHODS PRIOR TO ACCEPTANCE BY THE TOWNSHIP OR OWNER WITHOUT ANY ADDITIONAL COST TO THE TOWNSHIP OR OWNER.
6) ALL LAWN AREAS REMOVED OR DISTURBED SHALL BE REPLACED WITH TOPSOIL AND SOD WHERE NEEDED AND SHALL BE RESEEDED AND MULCHED IF SATISFACTORY RE-ESTABLISHMENT OF LAWN DOES NOT OCCUR.
7) ALL PUNCH LIST AND DEFICIENCY WORK SHALL BE COMPLETED WITHIN 1 MONTH OF THE END OF CONSTRUCTION.
8) THE CONTRACTOR SHALL OBTAIN A STREET OPENING PERMIT FROM THE TOWNSHIP BEFORE BEGINNING WORK WITHIN ANY PUBLIC STREET RIGHT-OF-WAY.
9) THE CONTRACTOR SHALL MAINTAIN A CURRENT SET OF CONSTRUCTION DRAWINGS ON SITE AT ALL TIMES.
10) THESE PLANS HAVE BEEN DEVELOPED FOR ELECTRONIC FIELD LAYOUT. DIMENSIONS SHOWN ARE FOR GRAPHIC PRESENTATION ONLY AND SHOULD NOT BE USED FOR LAYOUT. CONTACT THE ENGINEER IF ANY DISCREPANCIES BETWEEN THE PLAN AND ELECTRONIC DATA ARE DISCOVERED.
11) THE WORK LIMITS SHOWN ON THESE PLANS ARE FOR PHYSICAL CONSTRUCTION ONLY. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LIGHTS, BARRICADES, FLAGMEN, ETC. AS REQUIRED TO PERFORM THE REQUIRED WORK. THE INSTALLATION AND OPERATION OF ALL TEMPORARY TRAFFIC CONTROL AND TEMPORARY TRAFFIC CONTROL DEVICES AS REQUIRED SHALL BE PROVIDED BY THE CONTRACTOR WHETHER INSIDE OR OUTSIDE THESE WORK LIMITS. THE CONTRACTOR SHALL FURNISH, ERECT, MAINTAIN AND SUBSEQUENTLY REMOVE SUCH ADDITIONAL TRAFFIC CONTROL DEVICES LOCATED OUTSIDE THE LIMITS OF CONSTRUCTION AS ARE REQUIRED ON THOSE STREETS WHICH ARE USED AS DETOURS, INCLUDING "ROAD CLOSED" SIGNS AND BARRICADES AT THE POINT WHERE THE ROAD IS CLOSED TO THROUGH TRAFFIC.
12) THE CONTRACTOR SHALL PROTECT LOCATION OF ALL PROPERTY PINS AND BENCHMARKS.
13) ALL WORK CONTEMPLATED SHALL AT ALL TIMES BE SUBJECT TO THE DIRECT INSPECTION OF THE TOWNSHIP, OWNER AND THEIR REPRESENTATIVES. THE TOWNSHIP AND OWNER RESERVES THE RIGHT TO HALT ALL CONSTRUCTION ACTIVITY FOR NONCONFORMANCE OF PLANS, SPECIFICATIONS AND OTHER APPLICABLE STANDARDS OR REGULATIONS.
14) PRICES BID PER FOOT FOR ALL PIPES IS COMPACTED IN PLACE REGARDLESS OF SOIL OR ROCK CONDITIONS.
15) CONTRACTOR IS RESPONSIBLE FOR ALL SIGNS, BARRICADES AND SAFETY FENCES TO DETER PEOPLE FROM ENTERING THE WORK AREA AND FOR MAINTAINING AND PROTECTING THE FLOW OF VEHICULAR AND PEDESTRIAN TRAFFIC AROUND THE JOB SITE. TRAFFIC CONTROLS SHALL BE COORDINATED WITH THE POLICE DEPARTMENT AND THE TOWNSHIP.
16) PRIOR TO ANY CONSTRUCTION OR GRADING, A PROTECTIVE BARRIER, FENCE, POST AND/OR SIGNS CLEARLY INDICATING LIMITS OF WORK/DISTURBANCE SHALL BE INSTALLED INDICATING NO TREE REMOVAL OR DISTURBANCES OUTSIDE LIMITS. THE TOWNSHIP AND OWNER SHALL BE CONTACTED UPON DETERMINATION OF LIMITS IN THE FIELD.
17) ALL ROAD SURFACES, EASEMENTS OR RIGHT-OF-WAYS DISTURBED BY CONSTRUCTION OF ANY PART OF THIS IMPROVEMENT ARE TO BE RESTORED COMPLETELY TO THE SATISFACTION OF THE TOWNSHIP AND THE OWNER.
18) NO PARKING OF CONTRACTOR OR CONTRACTOR EMPLOYEE'S VEHICLES ON ANY PUBLIC STREETS SHALL BE PERMITTED.
19) ALL DISTURBED SIGNS, GUARDRAILS, MAIL BOXES, AND DRIVEWAYS SHALL BE REPAIRED OR REPLACED AS DIRECTED BY THE TOWNSHIP AND THE OWNER.
20) DUST CONTROL. THE CONTRACTOR SHALL SUPPLY ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY SUCH AS CALCIUM CHLORIDE, WATER OR A MOTORIZED DUST-FREE STREET SWEEPING DEVICE TO MAINTAIN ALL ROADWAYS BEING USED FOR ACCESS TO THE CONSTRUCTION SITE AND SHALL ADHERE TO ALL ORDINANCES OF THE TOWNSHIP, COUNTY, MDEQ OR ANY OTHER GOVERNING AUTHORITY.
21) ALL SEWERS, MANHOLES, JUNCTION CHAMBERS AND INLET BASINS MUST BE CLEANED BEFORE ACCEPTANCE BY THE TOWNSHIP AND OWNER.
22) IF MUD, SOIL OR OTHER DEBRIS IS DEPOSITED ON ADJACENT STREETS, ROADS OR OTHER PROPERTY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF SUCH AT THE END OF EACH WORK DAY OR AS REQUIRED DURING THE WORK DAY.
23) ADJUST TO GRADE OR RECONSTRUCT TO GRADE WORK SHALL INCLUDE THE REMOVAL AND REPLACEMENT OF ANY EXISTING CONCRETE BLOCKOUT PAVEMENT, DAMAGED PAVEMENT DOWELS OR OTHER SUCH LOAD TRANSFERS DEVICES SHALL BE REPLACED AS DIRECTED BY THE COUNTY AND THE ENGINEER.
24) ALL EXISTING CASTINGS FOR STRUCTURES TO BE ADJUSTED OR RECONSTRUCTED TO GRADE SHALL BE FIELD CHECKED AT THE TIME OF CONSTRUCTION AND MARKED SUITABLE FOR SALVAGE AND REUSE OR REPLACED.
25) COMPACTED PREMIUM BACKFILL (MDOT CLASS II SAND) WILL BE REQUIRED AT ALL FILL AREAS OR ANY STREETS WHERE REMOVAL AND REPLACEMENT OF PAVEMENT IS REQUIRED AND FOR ALL UNDERGROUND CONSTRUCTION UNDER ANY DRIVEWAY OR PAVEMENT INCLUDING THE 45 DEGREE ANGLE OF INFLUENCE FROM THE OUTSIDE EDGE OF PAVEMENT OR TOP OF CURB. COMPACTION TESTS SHALL BE REQUIRED EVERY 50 FEET UNDER PAVEMENT. PAVEMENT INCLUDES, BUT NOT LIMITED TO, ROADWAY SURFACES, SIDEWALKS, BIKE WAYS, DRIVEWAYS, SHOULDERS, BUILDINGS, ETC.
26) NO BUILDING MATERIAL, EQUIPMENT, VEHICLES OR CHEMICALS SHALL BE STORED OR PLACED OUTSIDE LIMITS OF WORK/DISTURBANCE.
27) STORMWATER POLLUTION PREVENTION ITEMS SHALL BE IN PLACE PRIOR TO COMMENCING CLEARING OPERATIONS, EARTHWORK GRADING, OR ANY OTHER TYPE OF CONSTRUCTION ACTIVITY.
28) ROOF DRAINS, FOUNDATION DRAINS AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER ARE PROHIBITED.
29) CONSTRUCTION NOISE SHALL BE KEPT TO A MINIMUM DURING NIGHTTIME HOURS AND MUST COMPLY WITH MUNICIPAL CODE REQUIREMENTS.



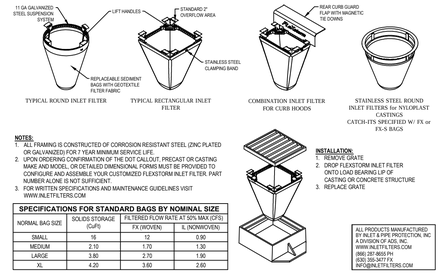
WATER VALVE BOX COVER DETAIL

N.T.S.



SEWER CLEANOUT DETAIL

N.T.S.



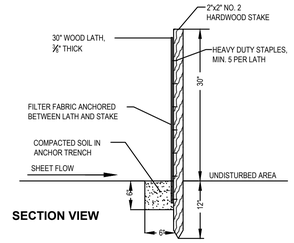
NOTES:
1. ALL FRAMING IS CONSTRUCTED OF CORROSION-RESISTANT STEEL (ZINC PLATED OR GALVANIZED) FOR 1 YEAR MINIMUM SERVICE LIFE.
2. UPON ORDERING CONFIRMATION OF THE DOT CALLOUT, PRECAST OR CASTING MAKE AND MODEL, OR DETAILED DIMENSIONAL FORMS MUST BE PROVIDED TO CONFIGURE AND ASSEMBLE YOUR CUSTOMIZED FLEXSTORM INLET FILTER. PART NUMBER ALONE IS NOT SUFFICIENT.
3. FOR WRITTEN SPECIFICATIONS AND MAINTENANCE GUIDELINES VISIT WWW.INLETFILTERS.COM

SPECIFICATIONS FOR STANDARD BAGS BY NOMINAL SIZE

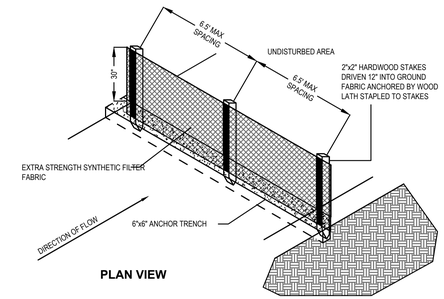
NORMAL BAG SIZE	SOLIDS STORAGE (CuFt)	FILTERED FLOW RATE AT 50% MAX.(CFS)	
		FX (WOVEN)	XL (NONWOVEN)
SMALL	18	12	0.90
MEDIUM	2.10	1.70	1.30
LARGE	3.80	2.70	1.90
XL	4.20	3.60	2.60

FLEXSTORM INLET FILTER DETAIL

N.T.S.



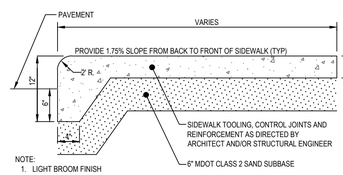
SECTION VIEW



PLAN VIEW

SILT FENCE DETAIL

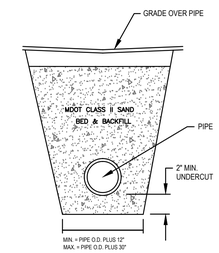
N.T.S.



NOTE:
1. LIGHT BROOM FINISH
2. LOCATE CONTROL JOINTS AND EXPANSION JOINTS PER ACI STANDARDS
3. PANEL SIZE SHALL NOT EXCEED 8 FEET
4. PANELS SHALL BE KEPT AS SQUARE AS POSSIBLE WITH THE LENGTH NEVER EXCEEDING 1.25X THE WIDTH
5. 1.0#CU.YD. FIBER REINFORCEMENT
6. AIR ENTRAPMENT - 6% ± 1%
7. SLUMP 4"±1"
8. MINIMUM 4,000 PSI COMPRESSIVE STRENGTH

INTEGRAL CURB AND WALK

N.T.S.

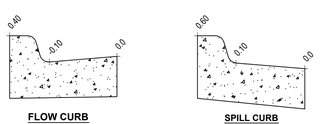


TYPICAL UTILITY TRENCH BED AND BACKFILL DETAILS

N.T.S.

PARKING ISLAND DETAIL

N.T.S.



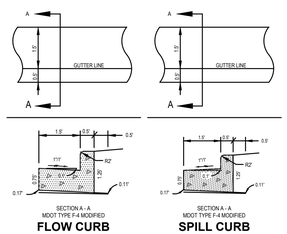
FLOW CURB **SPILL CURB**

CURB ELEVATION DETAILS

NO SCALE

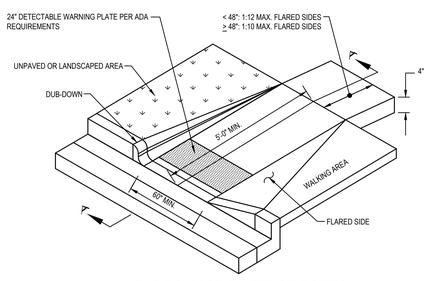
GRADING NOTES:

1. ESTABLISH PERMANENT BENCH MARK ON SITE PRIOR TO GRADING.
2. PROPOSED SPOT GRADES ARE TO EDGE OF METAL/TOP OF PAVEMENT UNLESS OTHERWISE NOTED. THE VERTICAL DIFFERENCE BETWEEN PAVEMENT GRADES AND TOP OF CURB GRADES VARY FOR PITCH IN AND PITCH OUT CURB (SEE DETAIL-THIS SHEET).
3. PROPOSED ADA ROUTE SHALL MEET THE STANDARDS SET FORTH IN THE ADA ACCESSIBILITY GUIDELINES FOR BUILDING AND FACILITIES - APPENDIX A TO PART 1191.
4. SEE SHEETS C-300 FOR LOCATIONS

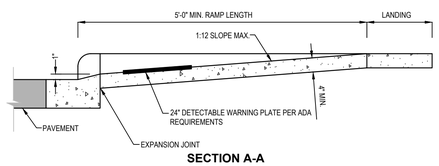


24" CONCRETE CURB AND GUTTER DETAIL

N.T.S.



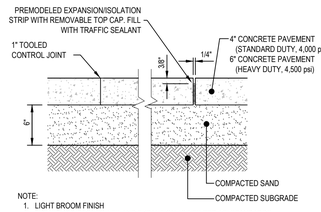
DUB-DOWN OR FLARED SIDE OPTION



SECTION A-A

DETECTABLE WARNING SIDEWALK RAMP

N.T.S.



NOTE:
1. LIGHT BROOM FINISH
2. LOCATE CONTROL JOINTS AND EXPANSION JOINTS PER ACI STANDARDS
3. PANEL SIZE SHALL NOT EXCEED 8 FEET
4. PANELS SHALL BE KEPT AS SQUARE AS POSSIBLE WITH THE LENGTH NEVER EXCEEDING 1.25X THE WIDTH
5. 1.0#CU.YD. FIBER REINFORCEMENT
6. AIR ENTRAPMENT - 6% ± 1%
7. SLUMP 4"±1"

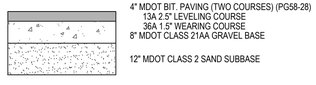
CONCRETE PAVEMENT DETAIL

N.T.S.

NOTE:
1. REFER TO GEOTECHNICAL REPORT FOR FINAL PAVEMENT DESIGN SPECIFICATION
2. NO RECYCLED ASPHALT PRODUCT ALLOWED IN ANY WEARING COURSE.

STANDARD DUTY PAVEMENT CROSS SECTION

N.T.S.



NOTE:
1. REFER TO GEOTECHNICAL REPORT FOR FINAL PAVEMENT DESIGN SPECIFICATION
2. NO RECYCLED ASPHALT PRODUCT ALLOWED IN ANY WEARING COURSE.

HEAVY DUTY PAVEMENT CROSS SECTION

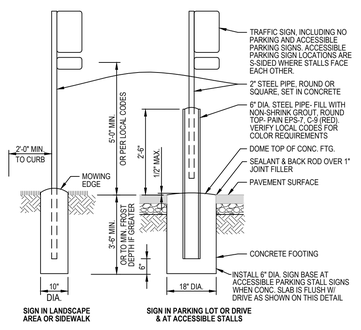
N.T.S.

RESERVED PARKING ONLY VAN ACCESSIBLE — R7-8 & R7-8a / WITH 2" SQUARE STEEL POST - **43 EA.**

STOP — R1-1 / WITH 2" SQUARE STEEL POST - **6 EA.**

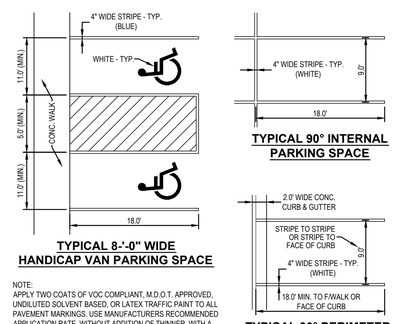
SIGN QUANTITIES

N.T.S.



PARKING LOT SIGNAGE DETAIL

N.T.S.



TYPICAL 90° INTERNAL PARKING SPACE

TYPICAL 8'-0" WIDE HANDICAP VAN PARKING SPACE

TYPICAL 90° PERIMETER PARKING SPACE

NOTE:
APPLY TWO COATS OF VOC COMPLIANT, M.D.O.T. APPROVED, UNDILUTED SOLVENT BASED, OR LATEX TRAFFIC PAINT TO ALL PAVEMENT MARKINGS. USE MANUFACTURERS RECOMMENDED APPLICATION RATE, WITHOUT ADDITION OF THINNER, WITH A MAXIMUM OF 100 SFT PER GALLON, OR MINIMUM 15 MILS WET FILM THICKNESS, AND 7.5 MILS DRY FILM THICKNESS PER COAT, WITH MINIMUM 30 DAYS BETWEEN APPLICATIONS. SECOND COAT MUST NOT BE APPLIED EARLIER THAN 7 DAYS BEFORE OCCUPANCY.

PAVEMENT MARKING DETAILS

N.T.S.

NEDERVELD
www.nederveld.com
800.222.1868
GRAND RAPIDS
217 Grandville Ave., Suite 302
Grand Rapids, MI 49503
Phone: 616.575.5190
ANN ARBOR
CHICAGO
COLUMBUS
HOLLAND
INDIANAPOLIS
ST. LOUIS

PREPARED FOR:

Health Pointe
Attn: Jeff Meyers

648 Monroe Ave NW
Suite 410
Grand Rapids, MI 49345

REVISIONS:

Title: Meijer Review Submittal		V. Date:08.28.15
Drawn: BM	Checked: RJB	S. Date:08.28.15
Title: Township Site Plan Submittal		V. Date:09.04.15
Drawn: BEM	Checked: RJB	S. Date:09.04.15

HEALTH POINTE

Details & Specifications

PART OF THE NW 1/4 OF SECTION 33, T8N, R16W,
GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN

STAMP:

STATE OF MICHIGAN
ROGER JACK BARR II
ENGINEER
No. 41990
LICENSED PROFESSIONAL ENGINEER

PROJECT NO:
14201485

SHEET NO:
C-500

14201485-CPT.dwg BB 9/4/2015 12:32

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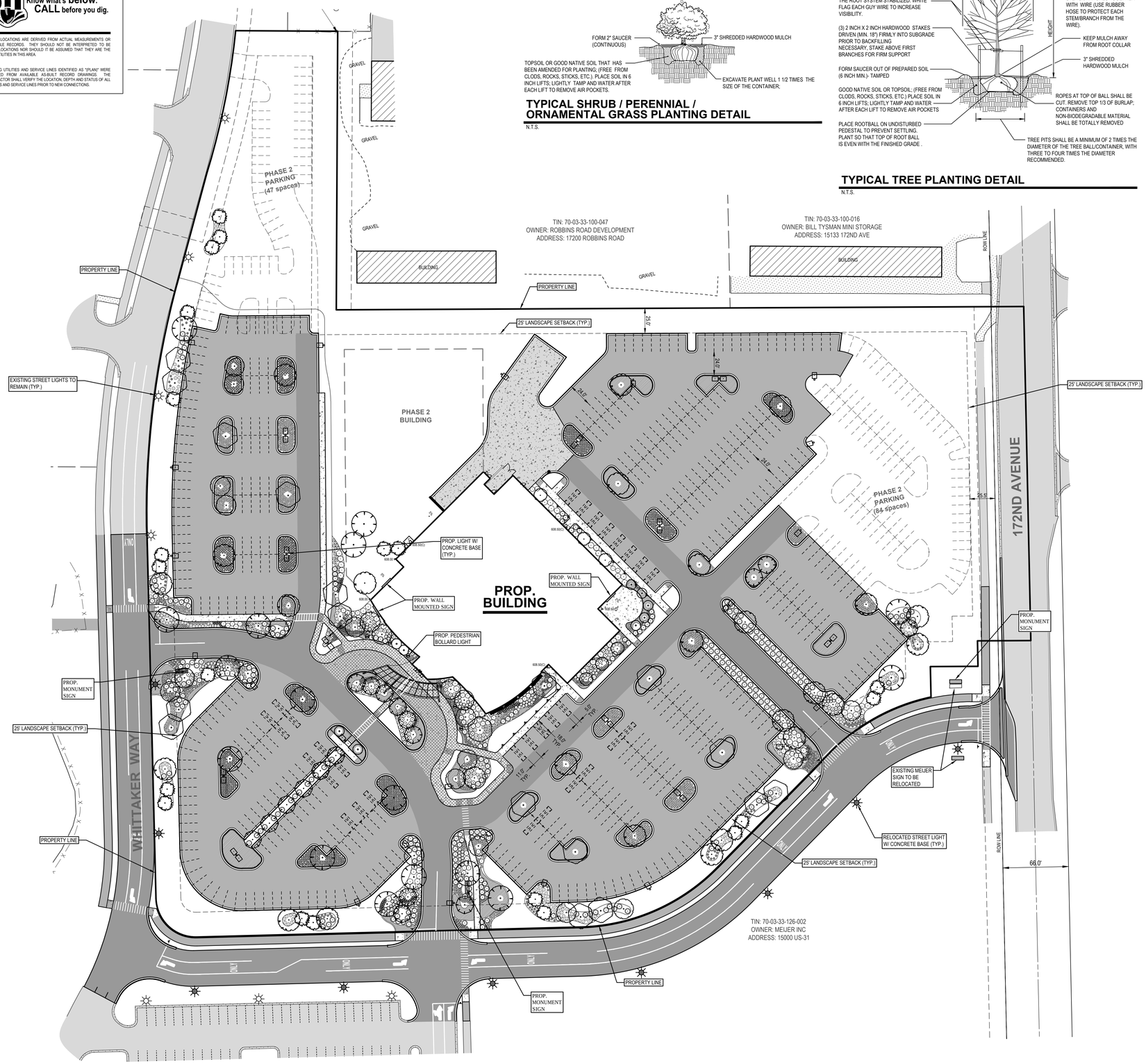
811 Know what's **below.** **CALL** before you dig.

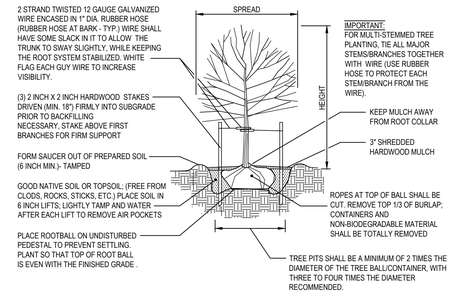
UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

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



TYPICAL SHRUB / PERENNIAL / ORNAMENTAL GRASS PLANTING DETAIL

N.T.S.



TYPICAL TREE PLANTING DETAIL

N.T.S.

LANDSCAPE LEGEND / SCHEDULE

TREES

SYMBOL	KEY	QUANTITY	SCIENTIFIC NAME	COMMON NAME	SIZE
	AA	6	Acer freemanii 'Armstrong'	Armstrong Maple	3.5" cal. min.
	AF	26	Acer freemanii 'Celzam'	Freeman Maple	3.5" cal. min.
	AS	16	Acer saccharum	Sugar Maple	3.5" cal. min.
	CC	22	Cercis canadensis	Eastern Redbud	3" cal. min.
	GB	18	Ginkgo biloba	Ginkgo (Male)	3.5" cal. min.
	PP	20	Picea pungens	Colorado Blue Spruce	6' hgt. min.(1)
	SR	18	Syringa reticulata 'Ivory Silk'	Japanese Tree Lilac	3" cal. min.

(1) Colorado Blue Spruce shall be planted at varying heights, approximately 6'-10'.

SHRUBS

SYMBOL	KEY	QUANTITY	SCIENTIFIC NAME	COMMON NAME	SIZE
	Hi	9	Hamamelis x intermedia 'Arnold Promise'	'Arnold Promise' Witch Hazel	7 gal .
	Hp	51	Hydrangea paniculata 'Limelight'	'Limelight' Hydrangea	5 gal.
	Jp	64	Juniperus pfitzerina 'Mint Julep'	'Mint Julep' Juniper	5 gal.
	Js	288	Juniperus sabina 'Broadmoor'	'Broadmoor' Juniper	3 gal.
	Mp	36	Myrica pensylvanica	Bayberry	5 gal.
	Pf	113	Potentilla fruticosa	Shrubby Cinquefoil	3 gal.
	Rk	160	Rosa 'Knockout'	'Knockout' Rose	3 gal.
	Sb	257	Spirea x bumalda	Bumald Spirea	3 gal.
	Tm	140	Taxus x media 'Densiformis'	Compact Yew	3 gal.
	Wf	259	Weigela florida 'Dark Horse'	'Dark Horse' Weigela	3 gal.

PERENNIALS & GRASSES

SYMBOL	KEY	QUANTITY	SCIENTIFIC NAME	COMMON NAME	SIZE
	bs	15	Baptisia 'Solar Flare Prairie Blues'	"Solar Flare Prairie Blues' False Indigo	2 gal.
	bg	1981	Bouteloua gracilis 'Blonde Ambition'	"Blonde Ambition' Blue Grama Grass	2 gal.
	ca	110	Calamagrostis x acutiflora 'Karl Foerster'	'Karl Foerster' Feather Reed Grass	3 gal.
	cr	74	Cimicifuga racemosa 'Pink Spike'	'Pink Spike' Snakeroot	2 gal.
	hh	224	Hemerocallis 'Happy Returns'	'Happy Returns' Daylily	2 gal.
	nf	1184	Nepeta x faasenii 'Walkers Low'	'Walkers Low' Catmint	2 gal.

GROUND COVER

SYMBOL	KEY	QUANTITY	SCIENTIFIC NAME	COMMON NAME	SIZE
		As Needed(1)	N/A	Bark Mulch	3" depth
		As Needed(2)	Poa pratensis	Kentucky Bluegrass Sod	Roll
		As Needed(3)	Liriope spicata	Lily Turf	Flat

(1) All disturbed areas programmed as planting beds shall receive bark mulch to a depth of 3".

(2) All disturbed areas not otherwise programmed shall receive turf grass sod.

(3) All areas programmed as Lily Turf shall be planted with spacing of 8"-10".

LANDSCAPE NOTES

PLANTING NOTES:

1) ALL PLANT MATERIAL SHALL BE LOCALLAY 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 HARDWARD 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.

TOPSOIL AND TURF 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 OR HYDROSEED. TURF SHALL BE INSTALLED ON TOPSOIL UNLESS APPROVED OTHERWISE. DO NOT PLANT UNTIL ACCEPTANCE OF FINISH GRADE.
3) 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) TURF SHALL BE INSTALLED ON A MIN. OF 3"-4" 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 EXTRANEOUS MATERIAL INCLUDING NOXIOUS PLANTS. PH BETWEEN 6.0 AND 6.5, SALTS 500 PARTS PPM, ORGANIC CONTENT 3% MIN. DO NOT INSTALL TOPSOIL UNTIL APPROVED BY OWNER/C.M.. 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" MIN.

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.

N

0' 25' 50' 100'
SCALE: 1" = 50'

NEDERVELD
www.nederveld.com
800.222.1868
GRAND RAPIDS
217 Grandville Ave., Suite 302
Grand Rapids, MI 49503
Phone: 616.575.5190
ANN ARBOR
CHICAGO
COLUMBUS
HOLLAND
INDIANAPOLIS
ST. LOUIS

PREPARED FOR:
Health Pointe
Attn: Jeff Meyers

648 Monroe Ave NW
Suite 410
Grand Rapids, MI 49345

REVISIONS:

Title: Meijer Review Submittal		V. Date:08.28.15
Drawn: BM	Checked: RJB	S. Date:08.28.15
Title: Township Site Plan Submittal		V. Date:09.04.15
Drawn: BEM	Checked: RJB	S. Date:09.04.15

HEALTH POINTE

Landscape Plan

PART OF THE NW 1/4 OF SECTION 33, T8N, R16W,
GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN

STAMP:
STATE OF MICHIGAN
JAMES C. WALTER, JR.
LANDSCAPE ARCHITECT
No. 1588
REGISTERED LANDSCAPE ARCHITECT

PROJECT NO:
14201485

SHEET NO:
L-101

14201485-CPI.dwg BM 9/4/2015 14:13

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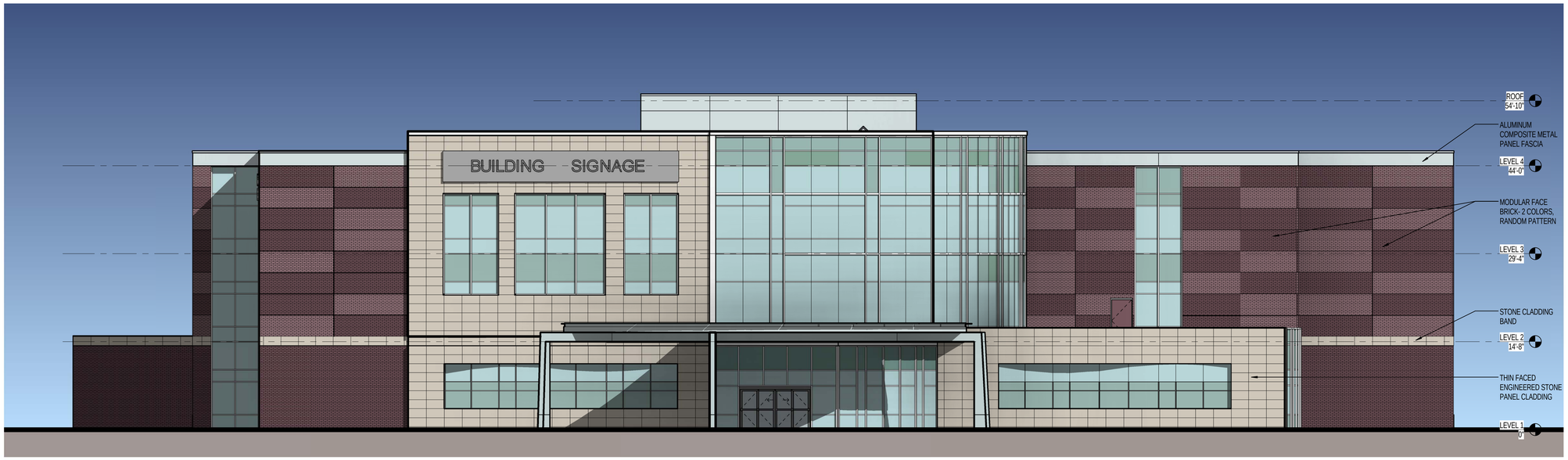
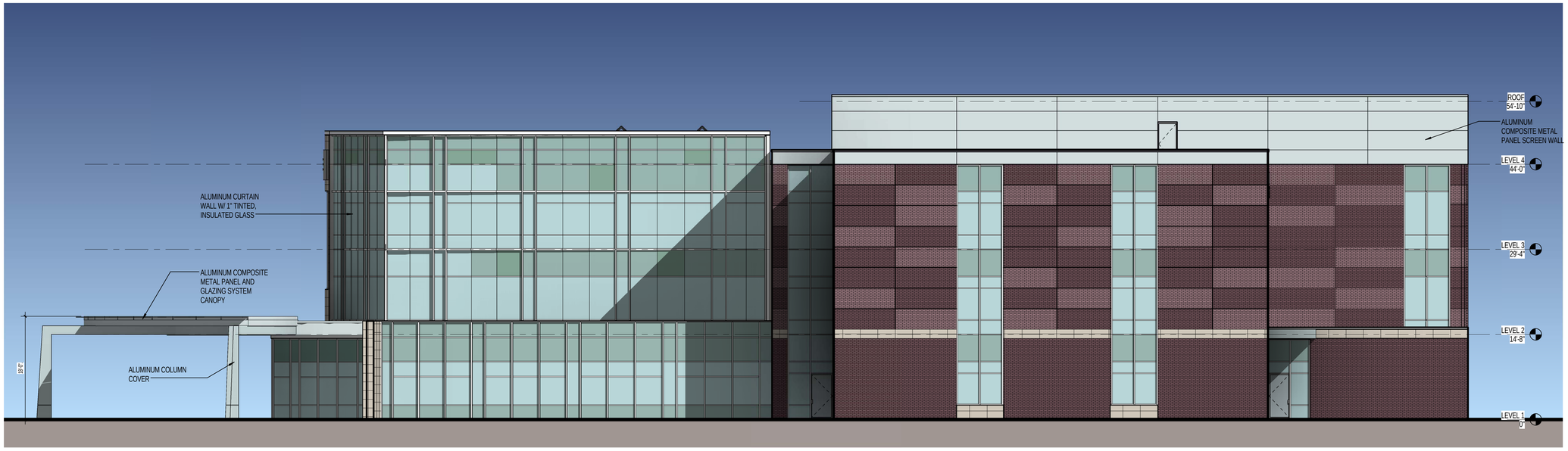


1 SW Elevation
1/8" = 1'-0"



2 SE Elevation
1/8" = 1'-0"

Architecture
Planning
Interior Design

Matthei & Colin Associates, LLC

333 S. Michigan Avenue
Chicago, Illinois 60604
312-939-4002 tel
312-939-5864 fax

M&CA

HEALTH POINTE

GRAND HAVEN, MICHIGAN

REVISIONS

NO.	DATE

Revisions do not set or compromise Lot line zones nor reset Setbacks

DRAWN BY LES

CHECKED BY MP

EXTERIOR ELEVATIONS

PROJECT NO. 28440

DATE 08/27/02

A2.10

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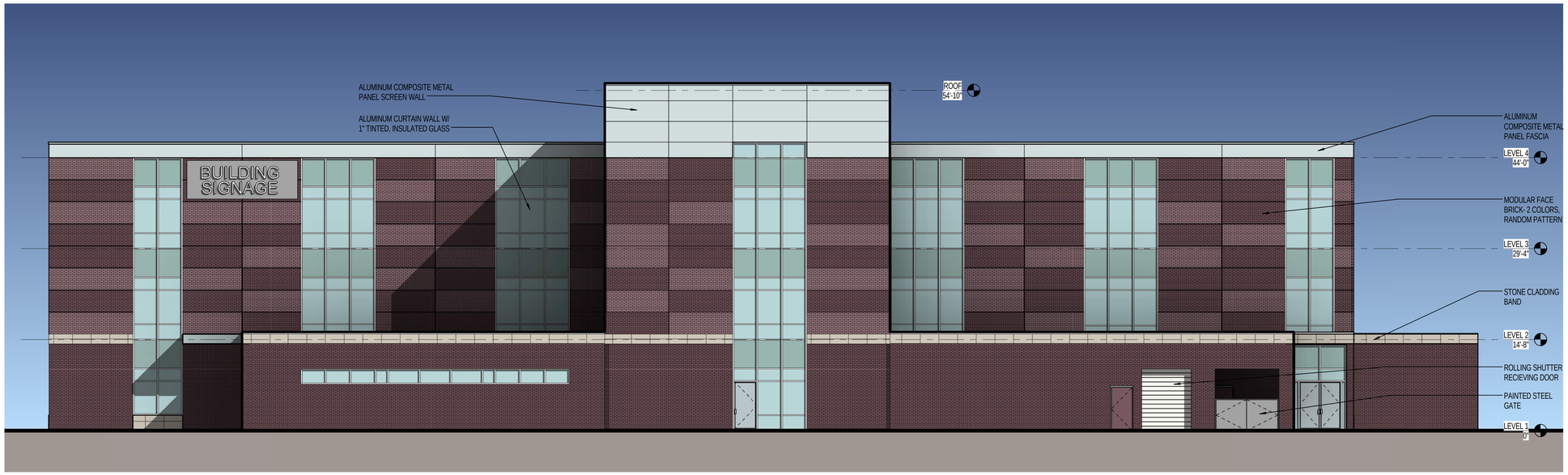
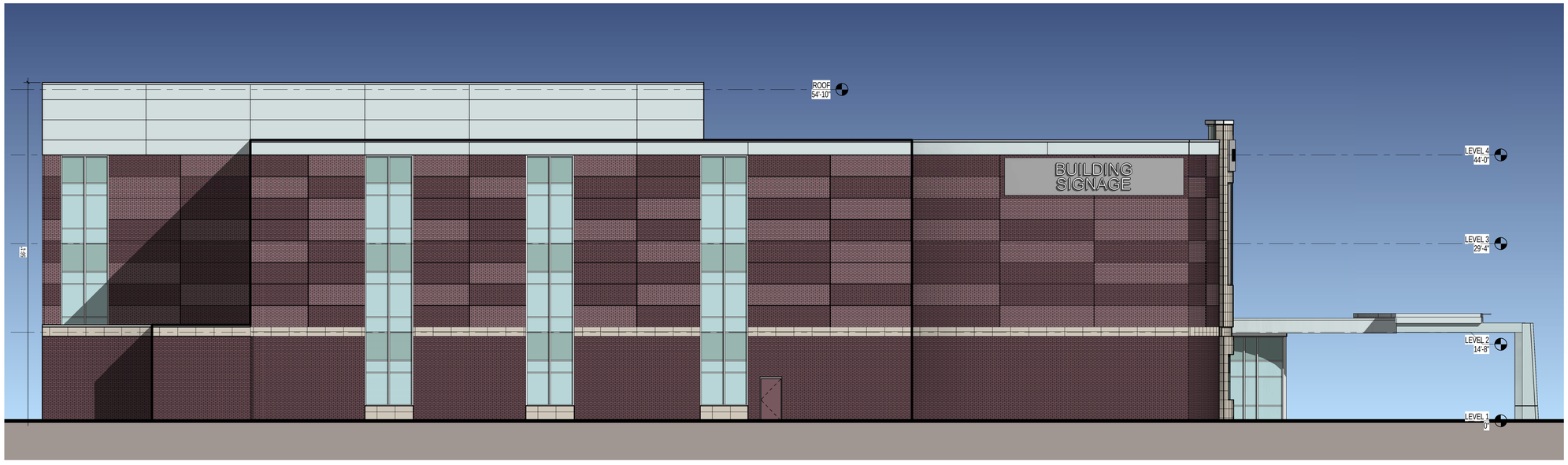
PROGRESS SET - NOT FOR CONSTRUCTION



1 NE Elevation
1/8" = 1'-0"



2 NW Elevation
1/8" = 1'-0"

Architecture
Planning
Interior Design
M&CA
Matthei & Colin Associates, LLC
333 S. Michigan Avenue
Chicago, Illinois 60604
312.939.4002 tel
312.939.5064 fax

HEALTH POINTE
GRAND HAVEN, MICHIGAN

REVISIONS

NO.	DATE

Revision list does not be comprehensive - Lot only shows most recent Revision

DRAWN BY LES
CHECKED BY MP

EXTERIOR ELEVATIONS

PROJECT NO. 28440
DATE 08/27/02

A2.11

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PROGRESS SET - NOT FOR CONSTRUCTION

FINAL REPORT

SPECTRUM HEALTH – GRAND HAVEN TRAFFIC IMPACT STUDY

Grand Haven, Michigan

Prepared For:

NEDERVELD, INC.

Prepared By:

DETROIT – SOUTHFIELD – GRAND RAPIDS – TRAVERSE CITY

August 27, 2015

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Executive Summary

A 120,000 square-foot medical office building has been proposed by Spectrum Health in Grand Haven Township, Michigan. The Spectrum Health facility would include urgent care services and approximately 595 parking spaces. The project is located along the east side of US-31 on an "out-lot" north of Meijer. The land is currently vacant and abuts the Meijer store to the south. The proposed Spectrum Health facility will be phased, with full build-out expected by 2017.

Site access to the proposed Spectrum Health facility would be provided via one (1) site driveway on 172nd Avenue, one (1) on Whittaker Way, and an internal Meijer access road. Whittaker Way would provide access to/from the site to Robbins Road.

STUDY AREA AND STUDY METHODOLOGY

Twelve (12) intersections are included in the study:

- US-31 & Robbins Road
- Robbins Road & Whittaker Way
- Robbins Road & 172nd Avenue
- US-31 & Comstock Street
- Comstock Street & 172nd Avenue
- US-31 & Hayes Street
- Hayes Street & 172nd Avenue
- US-31 Crossover north of Robbins Road
- US-31 Crossover south of Robbins Road
- US-31 Crossover north of Comstock Street
- Comstock Street at Meijer south drive
- 172nd Avenue at Meijer north drive

URS conducted weekday traffic counts during the morning and afternoon peak periods at the study area intersections in late April 2015. Hourly turning-movement traffic volumes were completed at the twelve (12) intersections in the study area. Intersections were counted from 7:00 – 9:00 AM and 4:00 – 6:00 PM.

EXISTING (2015) CONDITIONS

All movements at all study area intersections operate at an acceptable LOS (LOS "D" or better), as shown in **Table 3**.

BASE YEAR (2017) CONDITIONS

The Michigan Department of Transportation (MDOT) and the Ottawa County Road Commission (OCRC) were contacted to procure a growth rate from existing (2015) to base year (2017). Based on information received from MDOT and OCRC, an annual background traffic growth rate of 2% per year (compounded) was applied to existing peak-hour volumes as part of the base year (2017) traffic volume determination.

In base year (2017), all movements are anticipated to operate at an acceptable LOS (see **Table 4**).

OPENING YEAR (2017) CONDITIONS

Trip Generation and Traffic Assignment - The proposed site is projected to generate 287 new trips (227 entering trips, 60 exiting trips) in the opening year (2017) weekday morning peak-hour, and 344 new trips (96 entering trips, 248 exiting trips) in the opening year (2017) weekday afternoon peak-hour (see **Table 5**).

Peak-hour traffic assignment for the proposed Spectrum Health facility was estimated from existing traffic patterns on US-31, Robbins Road, Comstock Street, Hayes Road, 172nd Avenue, and other study area roadways. Trip distribution percentages (see page 13) were applied to the trips in Table 5 to assign the proposed site trips to the adjacent roadway network.

In opening year (2017), all movements are anticipated to operate at an acceptable LOS (see **Table 6**).

CONCLUSIONS

1. All movements operate at an acceptable LOS under Existing (2015), Base Year (2017), and Opening Year (2017) conditions.
2. The adding of site traffic from the opening of the proposed Spectrum Health facility is expected to have little or no additional impact on traffic operations at any of the study area intersections in opening year 2017.
3. Based on the estimated trips to be generated by the site, the proposed site access from 172nd Avenue and Whittaker Way should adequately serve the site.
4. The existing study area intersections have the capacity to serve the additional traffic generated by the proposed Spectrum Health facility.

Section 1 Introduction

1.1 Background

A 120,000 square-foot medical office building has been proposed by Spectrum Health in Grand Haven Township, Michigan. The Spectrum Health facility would include urgent care services and approximately 595 parking spaces. The project is located along the east side of US-31 on an "out-lot" north of Meijer. The land is currently vacant and abuts the Meijer store to the south. The proposed Spectrum Health facility will be phased, with full build-out expected by 2017.
The site location is shown in **Figure 1**.

Site access to the proposed medical office proposed Spectrum Health facility would be provided via two (2) site driveways on 172nd Avenue, one (1) on Whittaker Way, and an internal Meijer access road. Whittaker Way would provide access to/from the site to Robbins Road. The site plan is depicted in **Figure 2**.

Twelve (12) intersections are included in the study (**bold** intersections are signalized):

- **US-31 & Robbins Road**
- Robbins Road & Whittaker Way
- **Robbins Road & 172nd Avenue**
- **US-31 & Comstock Street**
- **Comstock Street & 172nd Avenue**
- **US-31 & Hayes Street**
- Hayes Street & 172nd Avenue
- US-31 Crossover north of Robbins Road
- **US-31 Crossover south of Robbins Road**
- **US-31 Crossover north of Comstock Street**
- **Comstock Street at Meijer south drive**
- 172nd Avenue at Meijer north drive

URS will complete the traffic impact study in order to provide recommendations concerning the proposed site access, including whether improvements might be necessary at the study area intersections to mitigate capacity and operational deficiencies at the intersections. The study will take into account any planned roadway improvements in the area.

1.2 Report Organization

Following the introductory section, the report is presented in the following sections:

- ***Section 2: Existing (2015) Conditions***
  Section 2 contains an analysis of existing peak-hour traffic conditions at study area intersections.

- ***Section 3: Base Year (2017) Conditions***
  Section 3 contains an analysis of base year (2017) peak-hour traffic conditions – conditions for the projected opening year (2017) of the proposed Spectrum Health facility but without traffic generated by the proposed Spectrum Health facility. Base year conditions are used as

a “baseline” from which impacts associated with the proposed Spectrum Health facility can be quantified.

- ***Section 4: Opening Year (2017) Conditions***
  Section 4 contains an analysis of peak-hour traffic conditions at study area intersections under opening year (2017) conditions, incorporating a background growth factor and the traffic projected to be generated by the proposed Spectrum Health facility.

Section 2 Existing (2015) Conditions

Section 2 provides a description of the existing transportation system and its operational characteristics within the study area. The study area includes twelve (12) existing intersections, and is located in Grand Haven, Ottawa County, Michigan.

2.1 Study Area

Figure 1 depicts a vicinity map, including the study area and intersection locations. The following twelve (12) intersections were analyzed as part of the study area:

- **US-31 & Robbins Road**
- Robbins Road & Whittaker Way
- **Robbins Road & 172nd Avenue**
- **US-31 & Comstock Street**
- **Comstock Street & 172nd Avenue**
- **US-31 & Hayes Street**
- Hayes Street & 172nd Avenue
- US-31 Crossover north of Robbins Road
- **US-31 Crossover south of Robbins Road**
- **US-31 Crossover north of Comstock Street**
- **Comstock Street at Meijer south drive**
- 172nd Avenue at Meijer north drive

2.1.1 Existing Roadways

Following is a description of each roadway.

US-31 (South Beacon Boulevard) is a north-south 4-lane state trunkline boulevard. US-31 traverses the entire Lower Peninsula, from the Indiana State Line, and terminating at I-75 just a few miles south of the Mackinac Bridge. In the study area, US-31 employs indirect left-turns, with crossovers north and south of major cross roads. According to the Michigan Department of Transportation (MDOT), the 2014 Average Daily Traffic (ADT) volume was approximately 35,900 vehicles per day on US-31 south of Robbins Road and 43,500 vehicles per day on US-31 north of Robbins Road. The speed limit is 55 mph throughout the study area.

Robbins Road is an east-west four-lane undivided local road in the study area. The proposed Spectrum Health facility would be located approximately 700 feet south of the Robbins Road/172nd Avenue intersection. The ADT on Robbins Road ranges from 7,300 vehicles per day west of US-31 to 10,700 vehicles per day east of 172nd Avenue. The speed limit on Robbins Road is 35 mph in the study area.

Comstock Street is an east-west five-lane local road between US-31 and 172nd Avenue. East of 172nd Avenue Comstock Street narrows to three lanes. Comstock Street is located 1,700 feet south of the south end of the proposed Spectrum Health facility. The ADT on Comstock Street ranges from 12,400 vehicles per day east of US-31 to 8,300 vehicles per day east of 172nd Avenue. The speed limit is not posted on Comstock Street in the study area.

Hayes Street is a three-lane east-west local road in the study area. The ADT of Hayes Street ranges from 2,400 vehicles per day west of US-31 to 4,700 vehicles per day east of 172nd Avenue. The speed limit is 45 mph in the study area.

172nd Avenue is a three-lane north-south road in the study area. The proposed Spectrum Health facility would abut the west side of 172nd Avenue, with two access points, one 700 feet south of the 172nd Avenue/Robbins Road intersection and the other 1,000 feet south of the 172nd Avenue/Robbins Road intersection. The ADT of 172nd Avenue ranges from 4,400 vehicles per day south of Comstock Street to 7,900 vehicles per day south of Robbins Road. The speed limit is 50 mph in the study area. North of Robbins Road 172nd becomes Ferry Street.

Ferry Street is a two-lane north-south road on the north edge of the study area. The proposed Spectrum Health facility is 700 feet south of the 172nd Avenue/Ferry Street/Robbins Road intersection. The ADT of Ferry Street is 8,100 vehicles per day north of Robbins Road. The speed limit of Ferry Street is 25 mph. South of Robbins Road Ferry Street becomes 172nd Avenue.

Whittiker Way is a three-lane 1,300-foot long north-south connector street that links Robbins Road on the north and the Meijer north access drive on the south. Whittiker Way will form the western boundary of the proposed Spectrum Health facility and will provide several points of access to the west side of the site. The ADT of Whittiker Way is approximately 1,500 vehicles per day and the speed limit is 25 mph.

The intersection configurations, traffic control, speed limits, and ADT's in the study area are shown in **Figure 3**.

2.1.2 Existing Intersections

For the twelve (12) intersections in the study area, six (6) intersections are along US-31 (three intersections and three directional crossovers), four (4) intersections are along 172nd Avenue, one intersection on Robbins Road and one intersection on Comstock Street. Eight (8) of the intersections are signalized and four (4) intersections are STOP-sign controlled. The eight signalized intersections all operate with a 70-second cycle length in the morning and afternoon peak hours. The intersections in the study area are listed in **Table 1** from north to south.

Table 1. Existing Intersections

Intersection	Type of Traffic Control	Cycle Length	
		Weekday Morning	Weekday Afternoon
Signalized Intersections			
US-31/Robbins Road	Signal (2-phase)	70 seconds	70 seconds
Northbound US-31 at Crossover South of Robbins Road	Signal (2-phase)		
Southbound US-31 at Crossover North of Comstock Street	Signal (2-phase)		
US-31 at Comstock Street	Signal (2-phase)		
US-31 at Hayes Street	Signal (2-phase)		
172nd Avenue at Robbins Road	Signal (2-phase)		
172nd Avenue at Comstock Street	Signal (2-phase)		
Comstock Street at Meijer south drive/Wal-Mart drive	Signal (3-phase)*		
Unsignalized Intersections			
Southbound US-31 at Crossover North of Robbins Road	2-way STOP	---	---
Robbins Road at Whittiker Way			
North Meijer Drive at 172nd Avenue			
Hayes Street at 172nd Avenue	4-way STOP		

* Includes eastbound-westbound permissive/protected left-turns.

2.2 Existing (2015) Peak-Hour Traffic Volumes

URS conducted weekday traffic counts during the morning and afternoon peak periods at the study area intersections in May 2015. Hourly turning-movement traffic volumes were completed at the twelve (12) intersections in the study area. Intersections were counted from 7:00 – 9:00 AM and 4:00 – 6:00 PM on Tuesday, April 28, 2015, Wednesday, April 29, 2015, and Thursday, April 30, 2015. The morning peak-hour varied by intersection with most intersections having a peak-hour from 7:00 – 8:00 AM or 7:15 – 8:15 AM, while the afternoon peak-hour also varied by intersection with most intersections having a peak-hour from 4:30 – 5:30 PM or 4:45 – 5:45 PM. The existing (2015) morning and afternoon peak-hour traffic volumes are shown in **Figure 4**. The existing (2015) turning movement count reports are included in **Appendix A**.

2.3 Existing (2015) Levels of Service

In order to quantify intersection traffic operations, existing "Level-of-Service" (LOS) values were determined using industry-standard (*Synchro 8.0* and *Highway Capacity Software)* packages, which incorporate the methodology of the *Highway Capacity Manual*, published by the Transportation Research Board.

The term "Level of Service" denotes how well (or poorly) a traffic movement operates under given traffic demands, lane arrangements, and traffic controls. Each level is determined by the average amount of control delay per vehicle. Control delay is the total delay associated with stopping for a signal or stop sign, and includes four components; deceleration delay, stopped delay, queue move up time, and final acceleration delay.

The individual levels of service can be described by the following:

- *Level of Service A* – Very low vehicle delay
- *Level of Service B* – Low vehicle delays
- *Level of Service C* – Higher vehicle delays, significant number of stopped vehicles, not all vehicles in a queue are serviced by green signal phase
- *Level of Service D* – Congestion noticeable, longer vehicle delays, many vehicles stop at signals, many individual cycle failures
- *Level of Service E* – High vehicle delays, vehicle flow at lane capacity, frequent individual cycle failures
- *Level of Service F* – Vehicle flow exceeds lane capacity, significant congestion and vehicle delays, poor corridor progression, many individual cycle failures

As shown in **Table 2**, LOS "A" indicates small average control delays (less than ten seconds per vehicle) whereas LOS "F" indicates intersection failure, which results in extensive vehicular queues and long delays (over 50 seconds per vehicle at an unsignalized intersection, and over 80 seconds per vehicle at a signalized intersection). LOS "D" is typically considered acceptable peak-hour performance in an urban setting, and lower LOS values are tolerable for short time periods or during peak hours when heavier traffic volumes are expected.

Table 2. Level of Service Criteria at Intersections

Level-of-Service	Average Control Delay (seconds/vehicle)	
	Signalized Intersections	Unsignalized Intersections
A	<10	<10
B	10-20	10-15
C	20-35	15-25
D	35-55	25-35
E	55-80	35-50
F	80>	>50

Source: *Highway Capacity Manual,* TRB, 2010.

Four (4) of the twelve (12) study area intersections operate under two-way STOP-control, and a LOS value was determined only for those movements that have to yield the right-of-way. The overall intersection LOS at the signalized intersections and the side-street approach LOS at the STOP-controlled intersections are shown in **Table 3**.

Table 3. Existing (2015) Intersection Level of Service

Intersection or Intersection Approach		Morning Peak-hour		Afternoon Peak-hour	
		LOS	Delay (sec/veh)	LOS	Delay (sec/veh)
Signalized Intersections - Overall					
Northbound US-31 & Robbins Road		A	8.1	B	10.6
Southbound US-31 & Robbins Road		B	14.5		14.1
Robbins Road & 172nd Avenue/Ferry Street			13.3		15.7
Northbound US-31 & Comstock Street			11.0		12.1
Comstock Street & 172nd Avenue			12.7		13.9
Northbound US-31 & Hayes Street		A	9.3		11.5
Southbound US-31 & Hayes Street		B	14.3	A	7.0
Comstock Street at Meijer south drive/Wal-Mart drive		A	9.6	B	13.7
Northbound US-31 Crossover south of Robbins Road		B	11.5		15.8
Southbound US-31 Crossover north of Comstock Street		A	7.1	A	3.2
Crossover STOP-Controlled Intersection Approach					
US-31 Crossover north of Robbins Road		B	12.0	B	14.9
Two-Way STOP-Controlled Intersection Approaches					
Robbins Road & Whittaker Way	Northbound	A	9.3	B	12.2
172nd Avenue at Meijer north drive	Eastbound		9.7		12.1
Four-Way STOP-Controlled Intersection Approaches					
Hayes Street & 172nd Avenue	Northbound	A	8.9	A	8.6
	Southbound		8.7		9.1
	Eastbound		9.5		8.5
	Westbound		9.5	B	10.5

Source: URS Corporation, August 2015

The existing (2015) conditions analysis showed that all study area intersections operate at Level of Service (LOS) "B" or better under existing (2015) weekday morning and afternoon peak-hour conditions.

Section 3 Base Year (2017) Conditions

Section 3 contains an analysis of traffic conditions under base year (2017) conditions - the projected opening (full build-out) year (2017) of the proposed Spectrum Health facility, but without the traffic generated by the proposed Spectrum Health facility.

The Michigan Department of Transportation (MDOT) and the Ottawa County Road Commission (OCRC) were contacted to procure a growth rate from existing (2015) to base year (2017). Based on information received from MDOT and OCRC, an annual background traffic growth rate of 2% per year (compounded) was applied to existing peak-hour volumes as part of the base year (2017) traffic volume determination.

Planned roadway improvements are typically included in the base year analysis. Based on discussions with MDOT and the OCRC, as of this writing no road improvements are committed in the vicinity of the proposed Spectrum Health facility by base year 2017.

3.1 Background Traffic Volumes

Peak-hour traffic volumes for base year (2017) conditions were developed by applying the annual growth factor to the existing (2015) peak-hour volumes. Applying the above growth rates to existing (2015) peak-hour volumes resulted in base year (2017) peak-hour volumes, depicted in **Figure 5**.

3.2 Base Year (2017) Levels-of-Service

The overall intersection LOS at the signalized intersections and the side-street approach LOS at the two-way STOP-controlled intersections are shown in **Table 4**.

Table 4. Base Year (2017) Intersection Level of Service

Intersection or Intersection Approach		Morning Peak-hour		Afternoon Peak-hour	
		LOS	Delay (sec/veh)	LOS	Delay (sec/veh)
Signalized Intersections - Overall					
Northbound US-31 & Robbins Road		A	8.4	B	11.3
Southbound US-31 & Robbins Road		B	18.0		15.4
Robbins Road & 172nd Avenue/Ferry Street			13.5		16.0
Northbound US-31 & Comstock Street			11.2		12.5
Comstock Street & 172nd Avenue			12.7		14.0
Northbound US-31 & Hayes Street		A	9.5		12.2
Southbound US-31 & Hayes Street		B	18.8		10.4
Comstock Street at Meijer south drive/Wal-Mart drive		A	9.7	B	14.0
Northbound US-31 Crossover south of Robbins Road		B	12.3		17.2
Southbound US-31 Crossover north of Comstock Street		A	7.6	A	3.3
Crossover STOP-Controlled Intersection Approach					
US-31 Crossover north of Robbins Road		B	12.6	B	16.6
Two-Way STOP-Controlled Intersection Approaches					
Robbins Road & Whittaker Way	Northbound	A	9.4	B	12.5
172nd Avenue at Meijer north drive	Eastbound		9.8		12.4
Four-Way STOP-Controlled Intersection Approaches					
Hayes Street & 172nd Avenue	Northbound	A	9.1	A	8.6
	Southbound		8.8	B	10.8
	Eastbound		9.7	A	8.7
	Westbound		9.7		9.4

Source: URS Corporation, August 2015

The base year (2017) conditions analysis showed that all study area intersections are anticipated to operate at Level of Service (LOS) "B" or better under base year (2017) weekday morning and afternoon peak-hour conditions, the same as in existing (2015) conditions.

Movement-by-movement LOS values are depicted in Figure 5 for base year (2017) weekday peak-hours for all study area intersections. Examination of Figure 5 reveals that no traffic movements are anticipated to operate at LOS "E" or "F" under base year (2017) peak-hour conditions. The base year (2017) intersection capacity reports are included in **Appendix C**.

Section 4 Opening Year (2017) Conditions

Section 4 contains the analysis of opening year (2017) conditions for the proposed Spectrum Health facility site. The generation of trips and the assignment of traffic to the roadway network are discussed herein. A capacity analysis of opening year (2017) conditions and an evaluation of the traffic impacts of the proposed Spectrum Health facility compared to base year (2017) conditions are also provided.

4.1 Proposed Spectrum Health Facility

A 120,000 square-foot medical office building has been proposed by Spectrum Health in Grand Haven Township, Michigan. The Spectrum Health facility would include urgent care services and approximately 595 parking spaces. The project is located along the east side of US-31 on an "out-lot" north of Meijer. The land is currently vacant and abuts the Meijer store to the south. The proposed Spectrum Health facility will be phased, with full build-out expected by 2017. The site location is shown in Figure 1.

Site access to the proposed medical office proposed Spectrum Health facility would be provided via one (1) site driveway on 172nd Avenue, one (1) on Whittaker Way, and an internal Meijer access road. Whittaker Way would provide access to/from the site to Robbins Road. The site plan is depicted in Figure 2.

4.2 Site Access

The proposed Spectrum Health facility will have two (2) access points, both via existing access points that serve Meijer (see Figure 2):

<u>Existing access points to Proposed Spectrum Health Facility</u>

- *Meijer North Driveway at 172nd Avenue* – The Meijer north driveway on 172nd Avenue will be move approximately 75 feet to the north in conjunction with the proposed development, yet maintaining northerly access to Meijer. The relocated driveway will provide a primary access point to Spectrum Health staff and patient/visitor parking in the south and east sections of the proposed Spectrum Health facility site. The driveway will be located approximately 900 feet south of Robbins Road and approximately 1,750 feet north of Comstock Street.
- *Whittiker Way at Robbins Road* - Whittiker Way will primarily provide access to staff and patients/visitors arriving from the north via US-31 and from the west via Robbins Road, and staff/patients/visitors departing to the east on Robbins Road (Whittiker Way is a right-in/right-out intersection at Robbins Road). The driveway will provide a primary access point to Spectrum Health staff and patient/visitor parking in the west section of the proposed Spectrum Health facility site.

4.3 Trip Generation

Trip generation for the weekday afternoon peak-hour for the proposed Spectrum Health facility is based on the methods of the *ITE Trip Generation Manual, 9th Edition*, published by the Institute of Transportation Engineers (ITE). The *ITE Trip Generation Manual* contains information on more than 4,800 trip generation studies nationwide for different land use purposes.

Traffic generated by the proposed Spectrum Health facility site was used to measure the impact of the proposed Spectrum Health facility on the study area intersections. **Table 5** summarizes the trip generation estimate for the proposed Spectrum Health facility site.

Table 5. Trip Generation - Proposed Spectrum Health Facility
Opening Year (2017)

Land Use	ITE Land Use Code [1]	Size	Weekday Morning Peak-hour Trips			Weekday Afternoon Peak-hour Trips		
			Enter	Exit	Total	Enter	Exit	Total
Medical Office Building	720	120,000 gross square feet	227	60	287	96	248	344

[1] Source: ITE Trip Generation Manual, 9th Edition

As shown in Table 5, the proposed site is projected to generate 287 new trips (227 entering trips, 60 exiting trips) in the opening year (2017) weekday morning peak-hour, and 344 new trips (96 entering trips, 248 exiting trips) in the opening year (2017) weekday afternoon peak-hour.

4.4 Trip Distribution and Traffic Assignment

Peak-hour traffic assignment for the proposed Spectrum Health facility was estimated from existing traffic patterns on US-31, Robbins Road, Comstock Street, Hayes Road, 172nd Avenue, and other study area roadways. The following trip distribution percentages were applied to the trips in Table 5 to assign the proposed site trips to the adjacent roadway network.

Traffic Distribution

- 28% to/from the north via US-31
- 20% to/from the south via US-31
- 16% to/from the east via Robbins Road
- 14% to/from the north via Ferry Street
- 12% to/from the west via Robbins Road
- 4% to/from the east via Comstock Street
- 2% to/from the south via 172nd Avenue
- 2% to/from the east via Hayes Street
- 2% to/from the west via Hayes Street

Opening year (2017) peak-hour traffic assignments are shown in **Figure 6** for the anticipated new trips associated with the proposed Spectrum Health facility.

4.5 Opening Year (2017) Level of Service

With the addition of the proposed entrance on 172nd Avenue, the opening year (2017) analysis includes a total of eight (8) signalized and four (4) unsignalized intersections. The opening year analysis assumed no changes to existing intersection lane configurations.

As in the existing and base year conditions analyses, for intersections that are under two-way STOP-control, LOS values were determined only for those movements that must yield the right-of-way. The overall intersection LOS at the signalized intersection and the side-street approach LOS at the two-way STOP-controlled intersections are shown in **Table 6**.

Table 6. Opening Year (2017) Intersection Level of Service

Intersection or Intersection Approach		Morning Peak-hour		Afternoon Peak-hour	
		LOS	Delay (sec/veh)	LOS	Delay (sec/veh)
Signalized Intersections - Overall					
Northbound US-31 & Robbins Road		A	9.0	B	13.5
Southbound US-31 & Robbins Road		C	25.6		16.3
Robbins Road & 172nd Avenue/Ferry Street		B	13.7		17.6
Northbound US-31 & Comstock Street			11.5		12.9
Comstock Street & 172nd Avenue			12.3		14.1
Northbound US-31 & Hayes Street		A	9.2		12.2
Southbound US-31 & Hayes Street		C	20.4		10.8
Comstock Street at Meijer south drive/Wal-Mart drive		A	9.9		14.0
Northbound US-31 Crossover south of Robbins Road		B	12.8	C	24.3
Southbound US-31 Crossover north of Comstock Street		A	7.6	A	4.4
Crossover STOP-Controlled Intersection Approach					
US-31 Crossover north of Robbins Road		B	13.2	B	16.8
Two-Way STOP-Controlled Intersection Approaches					
Robbins Road & Whittaker Way	Northbound	A	9.7	B	12.8
172nd Avenue at Meijer north drive	Eastbound	B	11.0	C	17.6
Four-Way STOP-Controlled Intersection Approaches					
Hayes Street & 172nd Avenue	Northbound	A	9.3	A	8.8
	Southbound		9.0		9.7
	Eastbound		10.0		8.9
	Westbound	B	10.1	B	11.1

Source: URS Corporation, August 2015

The opening year (2017) conditions analysis showed that all study area intersections are anticipated to operate at Level of Service (LOS) "C" or better under opening year (2017) weekday morning and afternoon peak-hour conditions.

Movement-by-movement LOS values are depicted in **Figure 7** for opening year (2017) weekday peak-hours for all study area intersections. Examination of Figure 7 reveals that no traffic movements are anticipated to operate at LOS "E" or "F" under opening year (2017) peak-hour conditions. The opening year (2017) intersection capacity reports are included in **Appendix D**.

4.6 Conclusions

1. All movements operate at an acceptable LOS under Existing (2015), Base Year (2017), and Opening Year (2017) conditions.
2. The adding of site traffic from the opening of the proposed Spectrum Health facility is expected to have little or no additional impact on traffic operations at any of the study area intersections in opening year 2017.
3. Based on the estimated trips to be generated by the site, the proposed site access from 172nd Avenue and Whittaker Way should adequately serve the site.
4. The existing study area intersections have the capacity to serve the additional traffic generated by the proposed Spectrum Health facility.

EXISTING STUDY AREA INTERSECTIONS

SOUNCE: GOOGLE MAPS

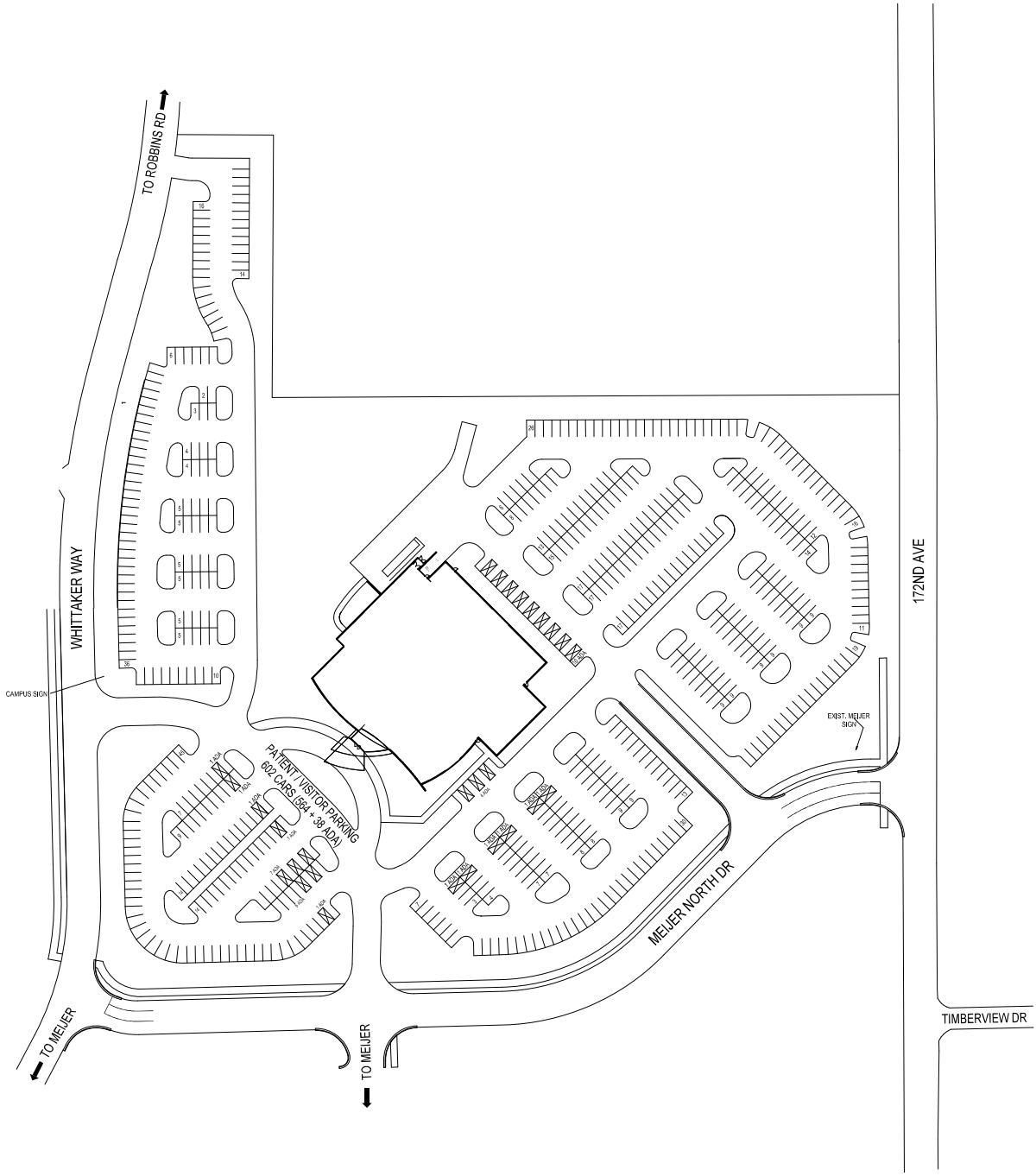
SPECTRUM HEALTH - GRAND HAVEN TRAFFIC IMPACT STUDY

NEDERVELD URS

SITE LOCATION

FIGURE 1

M:/PROJECTS/12945195/CADD/TRAFFIC/1_Site Location.DGN



SPECTRUM HEALTH - GRAND HAVEN TRAFFIC IMPACT STUDY

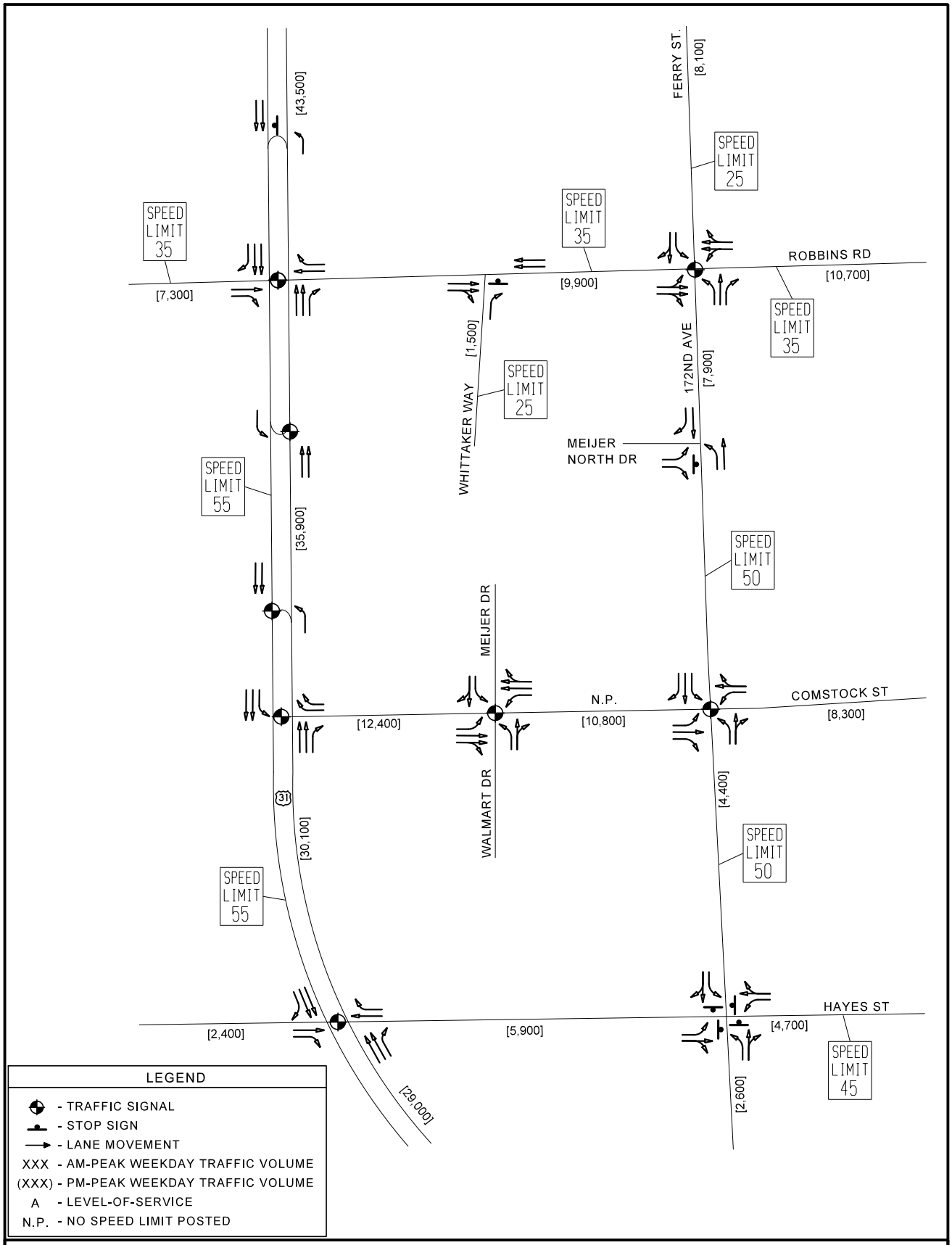
NEDERVELD

URS

SITE PLAN

FIGURE 2

M:\PROJECTS\12945195\CADD\TRAFFIC\2_Proposed Site Plan.dgn



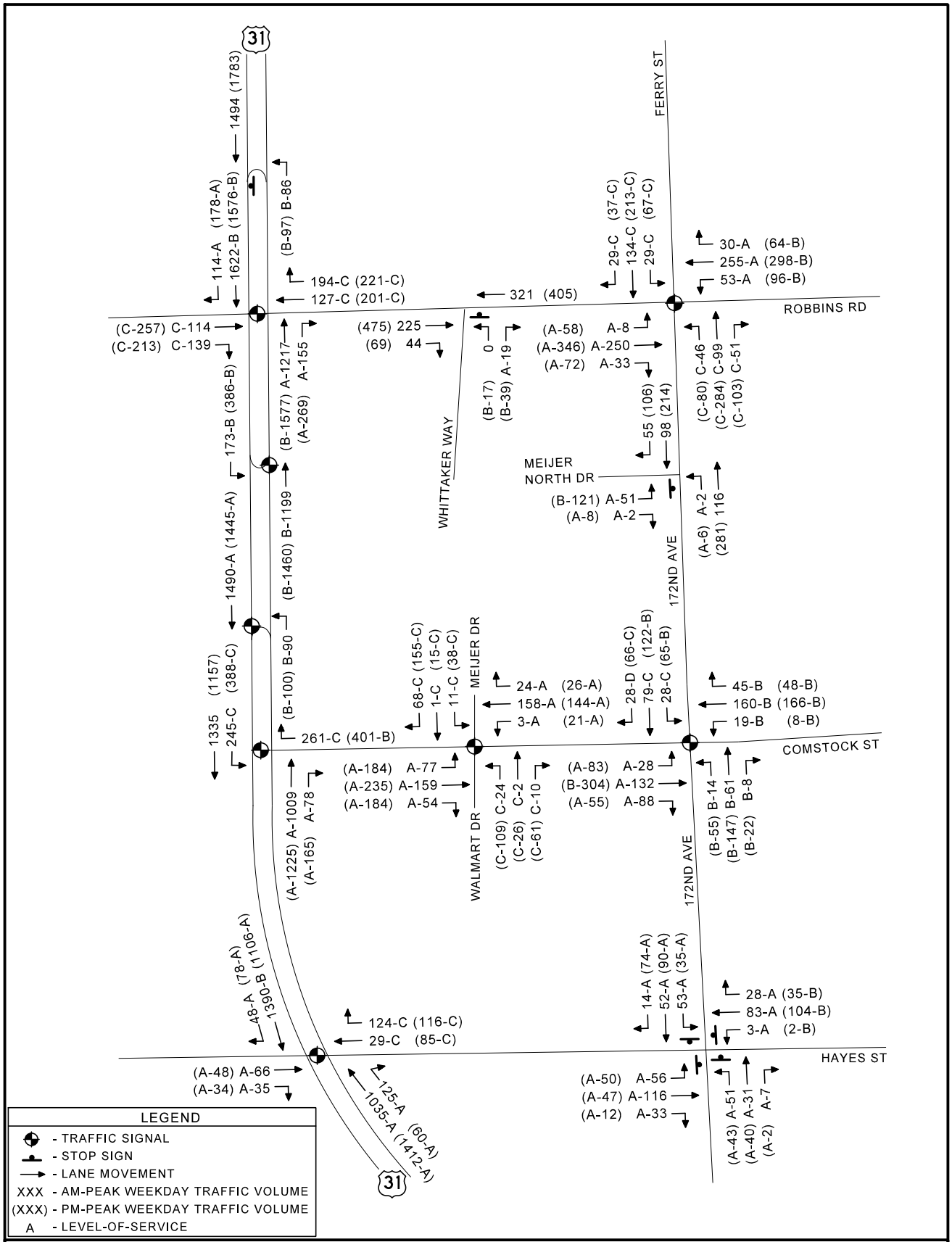
SPECTRUM HEALTH - GRAND HAVEN TRAFFIC IMPACT STUDY

NEDERVELD URS

EXISTING (2015) TRAFFIC OPERATIONS

FIGURE 3

M:/PROJECTS/12945195/CADD/TRAFFIC/3_EXISTING (2015) TRAFFIC OPERATIONS.DGN



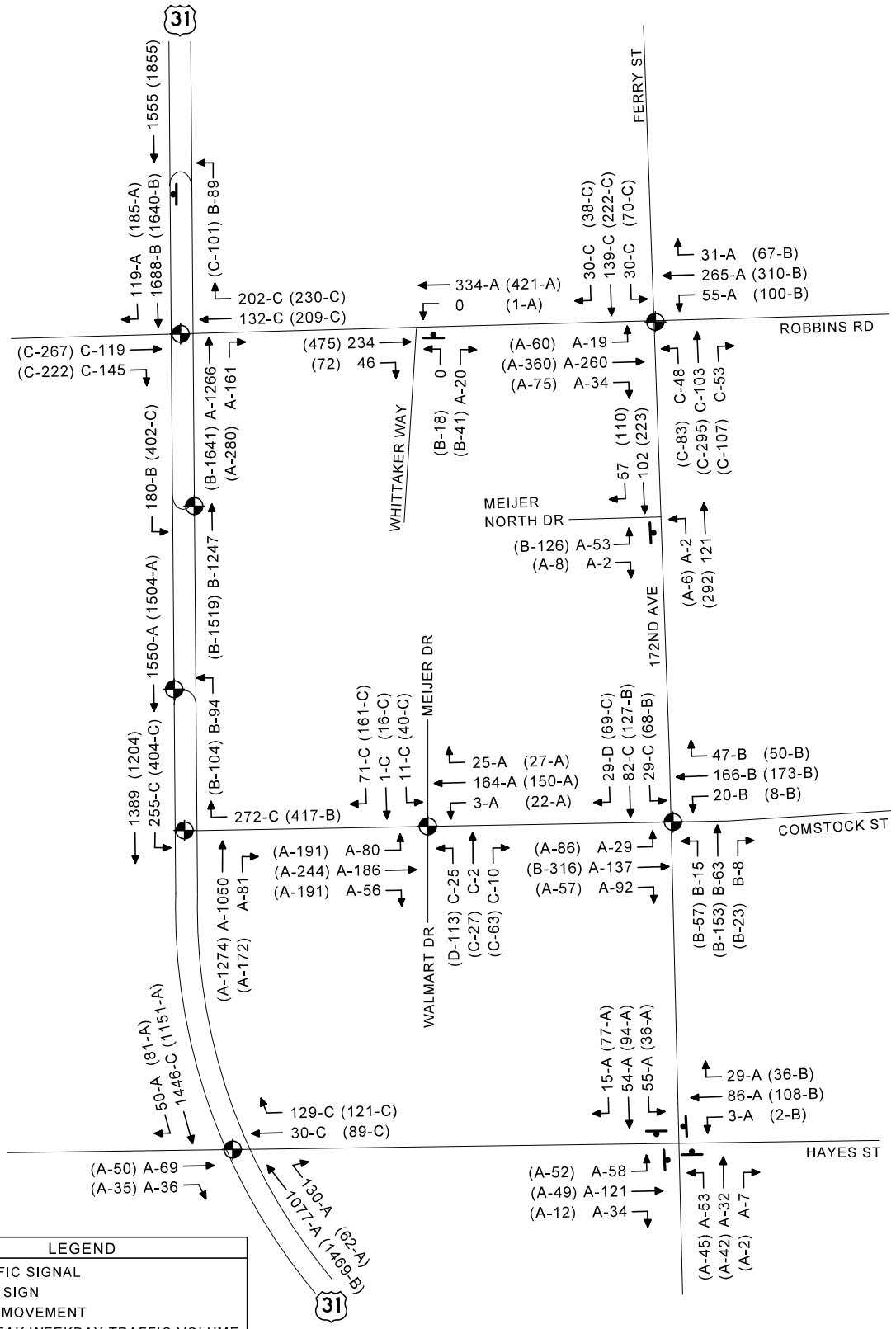
SPECTRUM HEALTH - GRAND HAVEN TRAFFIC IMPACT STUDY

NEDERVELD URS

EXISTING (2015) PEAK-HOUR VOLUMES AND LEVEL OF SERVICE

FIGURE 4

M:/PROJECTS/12945195/CADD/TRAFFIC/4_EXISTING (2015) PEAK-HOUR VOLUMES AND LEVEL OF SERVICE.DGN



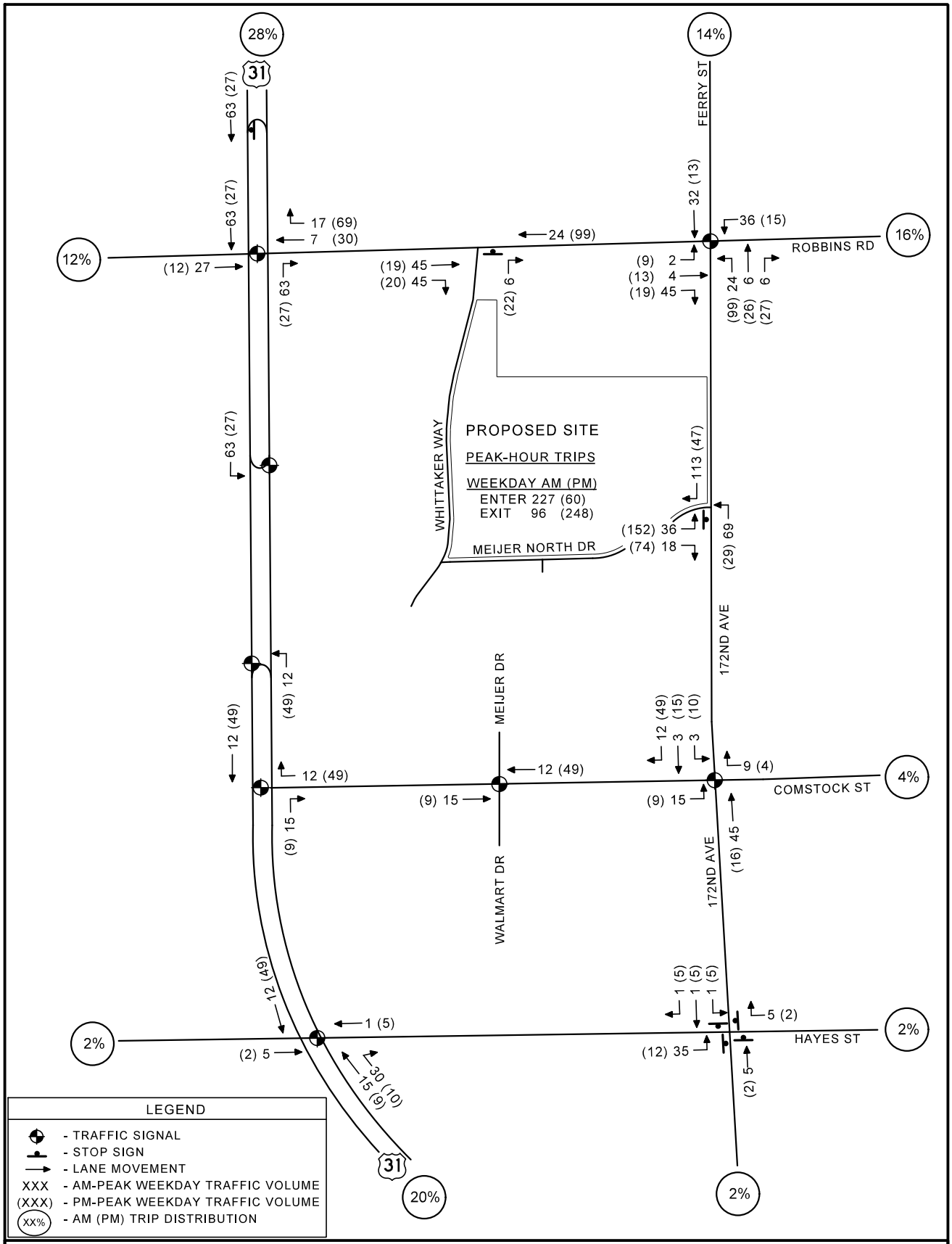
SPECTRUM HEALTH - GRAND HAVEN TRAFFIC IMPACT STUDY

NEDERVELD URS

BASE YEAR (2017) PEAK-HOUR VOLUMES AND LEVEL OF SERVICE

FIGURE 5

M:/PROJECTS/12945195/CADD/TRAFFIC/5_BASE YEAR (2017) PEAK-HOUR VOLUMES AND LEVEL OF SERVICE.DGN



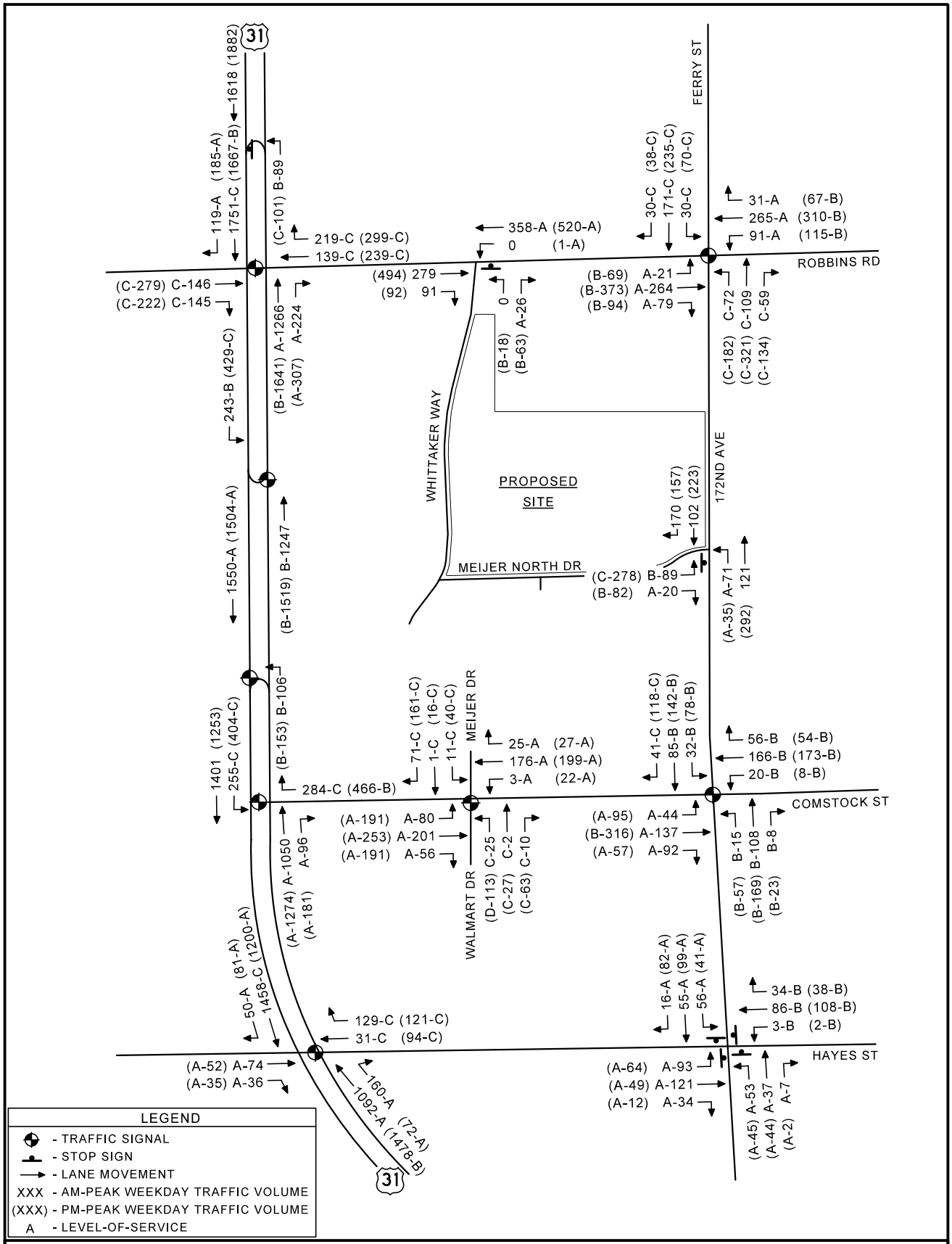
SPECTRUM HEALTH - GRAND HAVEN TRAFFIC IMPACT STUDY

NEDERVELD URS

OPENING YEAR (2017) PEAK-HOUR SITE TRIP DISTRIBUTION AND TRAFFIC ASSIGNMENT

FIGURE 6

M:/PROJECTS/12945195/CADD/TRAFFIC/6_OPENING YEAR (2017) PEAK-HOUR SITE TRIP DISTRIBUTION AND TRAFFIC ASSIGNMENT.DGN



SPECTRUM HEALTH - GRAND HAVEN TRAFFIC IMPACT STUDY

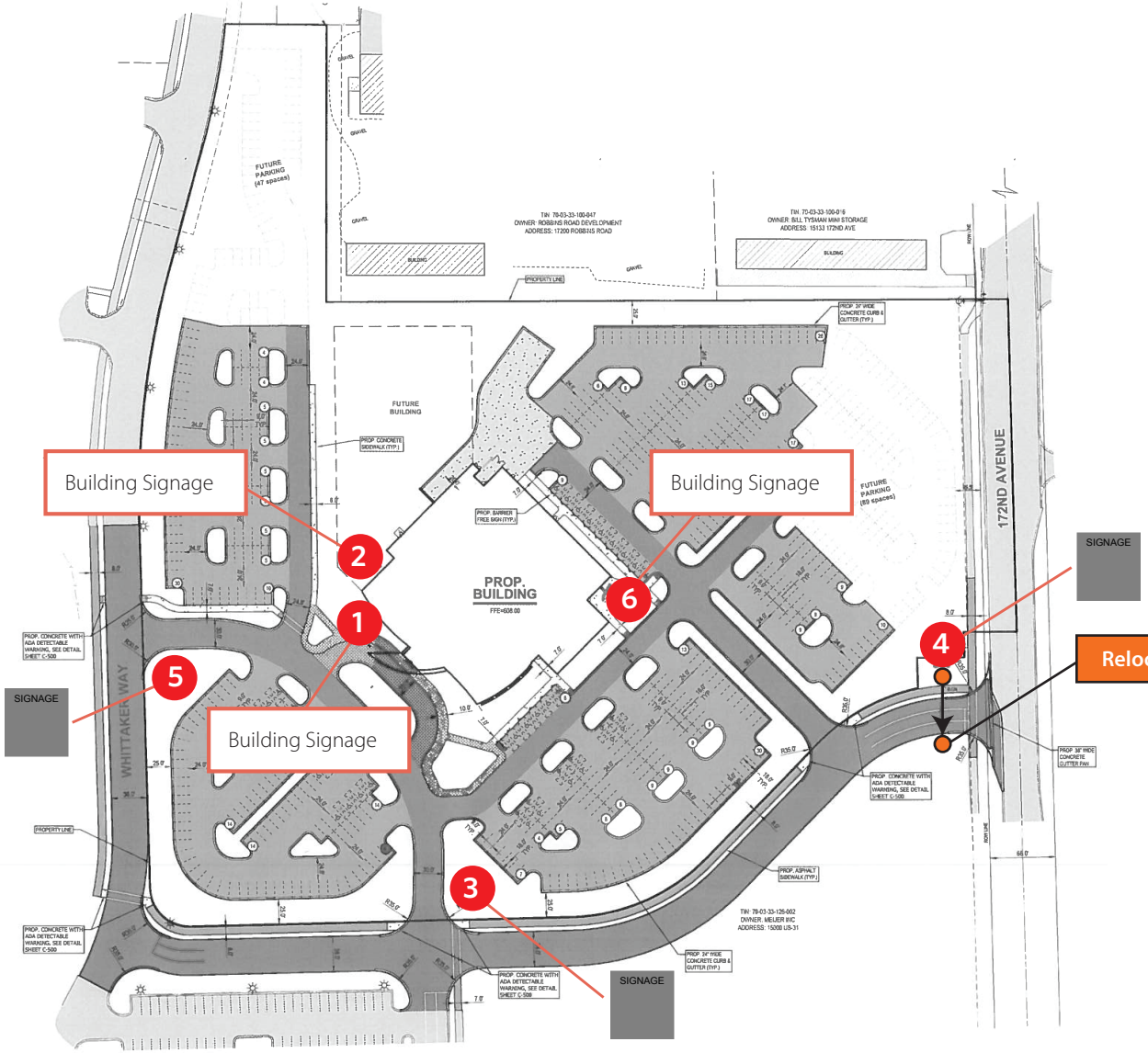
NEDERVELD URS

OPENING YEAR (2017) PEAK-HOUR VOLUMES AND LEVEL OF SERVICE

FIGURE 7

M:/PROJECTS/12945195/CADD/TRAFFIC/5_OPENING YEAR (2017) PEAK-HOUR VOLUMES AND LEVEL OF SERVICE.DGN

PROPERTY OF VALLEY CITY SIGN PROPERTY OF VALLEY CITY SIGN PROPERTY OF VALLEY CITY SIGN PROPERTY OF VALLEY CITY SIGN



SQUARE FOOTAGE OF SIGNS

1. Building Signage Square footage will be "10% of wall area mounted to"
2. Building Signage Square footage will be "10% of wall area mounted to"
3. Multi-user monument sign 44.44 sq. ft.
4. Multi-user monument sign 44.44 sq. ft.
5. Multi-user monument sign 44.44 sq. ft.
6. Building Signage Square footage will be "10% of wall area mounted to"

VALLEY CITY SIGN
An Employee Owned Company

5009 West River Drive . Comstock Park, MI 49321 . Ph.616.784.5711 . Fax.616.784.8280 . www.valleycitysign.com

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DRAWING #156,866A

LOCATION: GRAND HAVEN

SITE PLAN
SCALE: NOT TO SCALE

PROJECT: **HEALTH POINTE**

PHOTOSCAN (S): **NO**	DESIGNER: **SSG**
DATE: **8.27.15**	REVISIONS: **SSG**
HOURS: **.75**	SALES: **28**

SITE LIGHTING FIXTURE SCHEDULE

LABEL	CATALOG NUMBER	OPTICS	COLOR	LAMP TYPE
A	DSX0 LED 40C 1000 40K T2M MVOLT HS	TYPE T2M	4000K	LED
B	DSX0 LED 40C 1000 40K T3M MVOLT	TYPE T3M	4000K	LED
C	DSX0 LED 40C 1000 40K T3M MVOLT HS	TYPE T3M OPTIC	4000K	LED
D	DSX0 LED 40C 1000 40K T4M MVOLT	TYPE T4M OPTIC	4000K	LED
F	DSX0 LED 40C 1000 40K T5M MVOLT	TYPE T5M OPTIC	4000K	LED
J	DSX0 LED 40C 1000 40K TFTM MVOLT	TYPE TFTM OPTIC	4000K	LED
L	DSX0 LED 40C 1000 40K T3M MVOLT	TYPE T3M OPTIC	4000K	LED
M	DSX0 LED 40C 1000 40K T4M MVOLT	TYPE T4M OPTIC	4000K	LED
N	G2LBD-39CMT6-SYM	SYMMETRIC	4000K	CMH

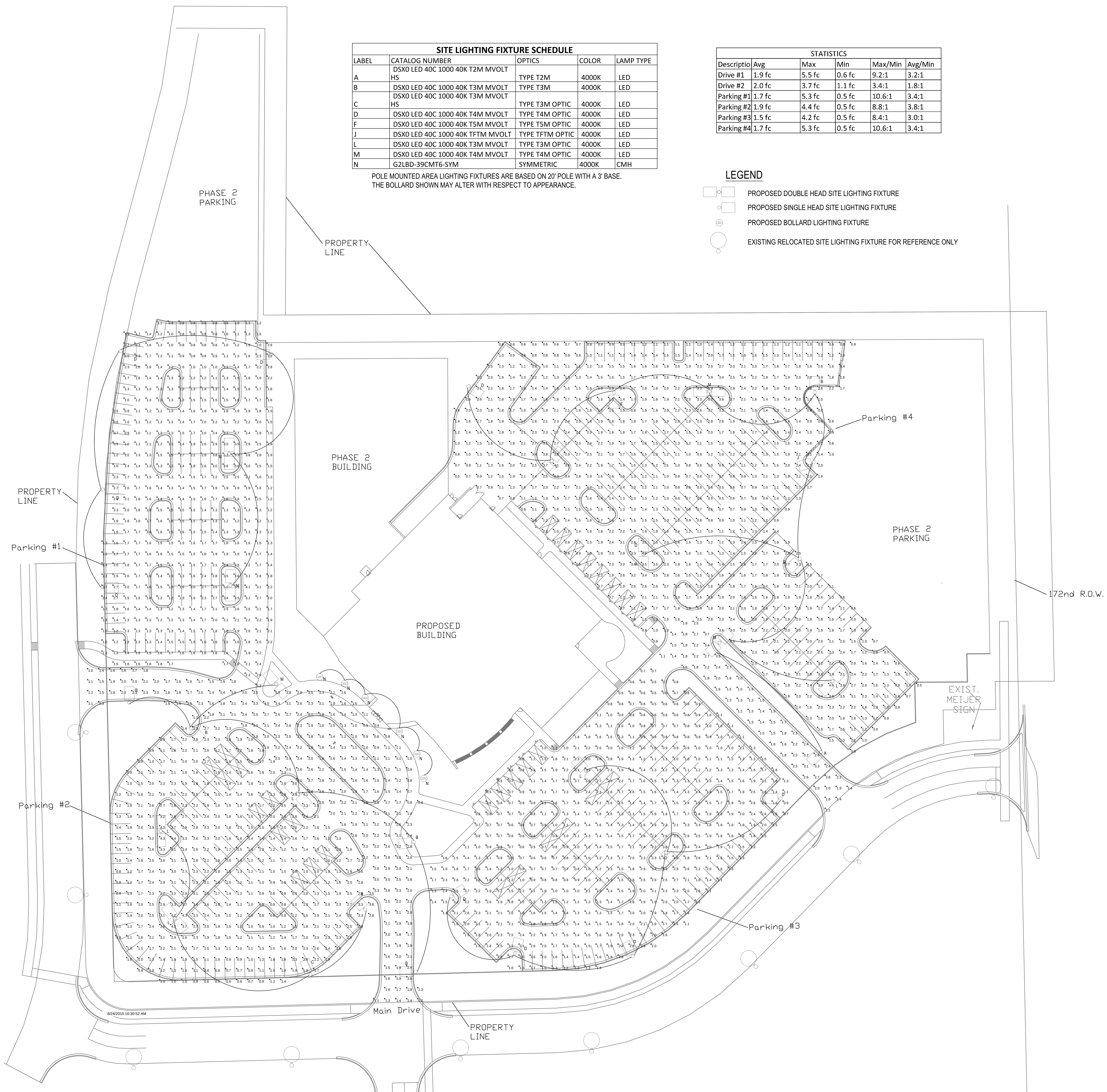
POLE MOUNTED AREA LIGHTING FIXTURES ARE BASED ON 20' POLE WITH A 3' BASE.
THE BOLLARD SHOWN MAY ALTER WITH RESPECT TO APPEARANCE.

STATISTICS

Descriptio	Avg	Max	Min	Max/Min	Avg/Min
Drive #1	1.9 fc	5.5 fc	0.6 fc	9.2:1	3.2:1
Drive #2	2.0 fc	3.7 fc	1.1 fc	3.4:1	1.8:1
Parking #1	1.7 fc	5.3 fc	0.5 fc	10.6:1	3.4:1
Parking #2	1.9 fc	4.4 fc	0.5 fc	8.8:1	3.8:1
Parking #3	1.5 fc	4.2 fc	0.5 fc	8.4:1	3.0:1
Parking #4	1.7 fc	5.3 fc	0.5 fc	10.6:1	3.4:1

LEGEND

- PROPOSED DOUBLE HEAD SITE LIGHTING FIXTURE
- PROPOSED SINGLE HEAD SITE LIGHTING FIXTURE
- PROPOSED BOLLARD LIGHTING FIXTURE
- EXISTING RELOCATED SITE LIGHTING FIXTURE FOR REFERENCE ONLY



SITE LIGHTING PLAN
SCALE: 1' = 40'

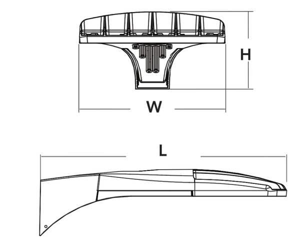
D-Series Size 0
LED Area Luminaire

Catalog Number
Notes
Type

Hit the Tab key or mouse over the page to see all interactive elements.

Specifications

EPA:	0.8 ft² (.07 m²)
Length:	26" (66.0 cm)
Width:	13" (33.0 cm)
Height:	7" (17.8 cm)
Weight (max):	16 lbs (7.25 kg)



Introduction

The modern styling of the D-Series is striking yet unobtrusive - making a bold, progressive statement even as it blends seamlessly with its environment.

The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire. The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. It is ideal for replacing up to 400W metal halide with typical energy savings of 65% and expected service life of over 100,000 hours.

Ordering Information

EXAMPLE: DSX0 LED 40C 1000 40K T3M MVOLT SPA DDBXD

DSX0 LED

Series	LEDs	Drive current	Color temperature	Distribution	Voltage	Mounting
DSX0 LED	**Forward optics** 20C 20 LEDs (one engine) 40C 40 LEDs (two engines) **Rotated optics**[1] 30C 30 LEDs (one engine)	530 530 mA 700 700 mA 1000 1000 mA (1 A)[2]	30K 3000 K (80 CRI min.) 40K 4000 K (70 CRI min.) 50K 5000 K (70 CRI) AMBPC Amber phosphor converted[3]	T1S Type I short T2S Type II short T2M Type II medium T3S Type III short T3M Type III medium T4M Type IV medium TFTM Forward throw medium T5VS Type V very short T5S Type V short T5M Type V medium T5W Type V wide	MVOLT[4] 120[4] 208[4] 240[4] 277[4] 347[5] 480[5]	**Shipped included** SPA Square pole mounting RPA Round pole mounting WBA Wall bracket SPUMBA Square pole universal mounting adaptor[6] RPUMBA Round pole universal mounting adaptor[6] **Shipped separately**[7] KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish)

Control options		Other options	Finish (required)
Shipped installed PER NEMA twist-lock receptacle only (no controls)[8] PER5 Five-wire receptacle only (no controls)[8,9] PER7 Seven-wire receptacle only (no controls)[8,9] DMG 0-10V dimming driver (no controls)[10] DCR Dimmable and controllable via ROAM® (no controls)[11] PIR Motion sensor, 8-15' mounting height[12] PIRH Motion sensor, 15-30' mounting height[12]	BL30 Bi-level switched dimming, 30%[13,14] BL50 Bi-level switched dimming, 50%[13,14] PNMTDD3 Part night, dim till dawn[15] PNMT5D3 Part night, dim 5 hrs[15] PNMT6D3 Part night, dim 6 hrs[15] PNMT7D3 Part night, dim 7 hrs[15]	**Shipped installed** HS House-side shield[16] SF Single fuse (120, 277, 347V)[17] DF Double fuse (208, 240, 480V)[17] L90 Left rotated optics[1] R90 Right rotated optics[1] DDL Diffused drop lens[16]	DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white

Accessories
Ordered and shipped separately.

Controls & Shields

DLL127F 1.5 JU	Photocell - SSL twist-lock (120-277V)[18]
DLL347F 1.5 CUL JU	Photocell - SSL twist-lock (347V)[18]
DLL480F 1.5 CUL JU	Photocell - SSL twist-lock (480V)[18]
SC U	Shorting cap[18]
DSX0HS 20C U	House-side shield for 20 LED unit[16]
DSX0HS 30C U	House-side shield for 30 LED unit[16]
DSX0HS 40C U	House-side shield for 40 LED unit[16]
DSX0DDL U	Diffused drop lens (polycarbonate)[16]
PUMBA DDBXD U*	Square and round pole universal mounting bracket adaptor (specify finish)
KMA8 DDBXD U	Mast arm mounting bracket adaptor (specify finish)[7]

For more control options, visit DTL and ROAM online.

NOTES
1. 30 LEDs (30C option) and rotated options (L90 or R90) only available together.
2. 1000mA not available with AMBPC.
3. AMBPC only available with 530mA or 700mA.
4. MVOLT driver operates on any line voltage from 120-277V (50/60 Hz). Specify 120V, 208V, 240V or 277V options only when ordering with fusing (SF, DF options).
5. Not available with single board, 530mA product (20C 530 or 30C 530). Not available with BL30, BL50 or PNMT options.
6. Available as a separate combination accessory: PUMBA (finish) U; 1.5 G vibration load rating per ANCI C136.31.
7. Must be ordered as a separate accessory; see Accessories information. For use with 2-3/8" mast arm (not included).
8. Photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories.
9. If ROAM® node required, it must be ordered and shipped as a separate line item from Acuity Brands Controls. Not available with DCR.
10. DMG option for 347V or 480V requires 1000mA.
11. Specifies a ROAM® enabled luminaire with 0-10V dimming capability; PER option required. Additional hardware and services required for ROAM® deployment; must be purchased separately. Call 1-800-442-6745 or email: sales@roamservices.net. N/A with PIR, PIRH, PER5, PER7, BL30, BL50 or PNMT options.
12. PIR specifies the SensorSwitch SBGR-10-ODP control; PIRH specifies the SensorSwitch SBGR-6-ODP control; see Motion Sensor Guide for details. Dimming driver standard. Not available with PER5 or PER7.
13. Requires an additional switched circuit.
14. Dimming driver standard. MVOLT only. Not available with 347V, 480V, DCR, PER5, PER7 or PNMT options.
15. Dimming driver standard. MVOLT only. Not available with 347V, 480V, DCR, PER5, PER7, BL30 or BL50.
16. Also available as a separate accessory; see Accessories information.
17. Single fuse (SF) requires 120V, 277V or 347V. Double fuse (DF) requires 208V, 240V or 480V.
18. Requires luminaire to be specified with PER option. Ordered and shipped as a separate line item from Acuity Brands Controls.

LITHONIA LIGHTING. One Lithonia Way • Conyers, Georgia 30012 • Phone: 800.279.8041 • Fax: 770.918.1209 • www.lithonia.com

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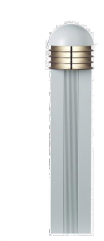
DSX0-LED
Rev. 07/21/15
Page 1 of 4



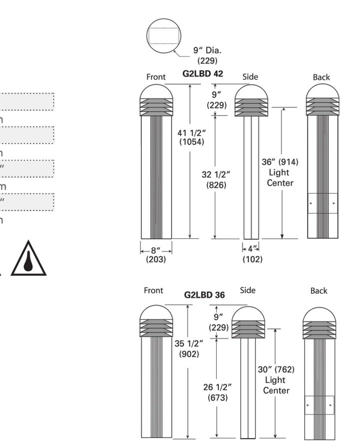
G2™ COB LOUVER BOLLARD DOME

CATALOG NUMBER	
NOTES	
TYPE	

Specifications

L:	8" 203 mm
W:	4" 102 mm
H: 42	41 - 1/2" 1054 mm
H: 36	35 - 1/2" 902 mm

IP65



DESCRIPTION

The G2 Louver Bollard is a low level area lighting luminaire that combines visual appeal with superior performance and unequalled quality. It is designed to work in building perimeter areas and public spaces complementing a wide variety of architectural styles.

The G2 Louver Bollard offers a superior vandal resistant mounting with integral leveling for unmatched strength and stability. Features like these in a bollard luminaire ensure long life and sustained performance.

Symmetric and Forward Throw lighting distributions are available in a louver design that creates a cutoff luminaire with reduced glare.

ORDERING INFORMATION (60HZ)

EXAMPLE: G2LBDC H36 8COB MVOLT FT DBLB

Model	Height[1]	Source	Color	Voltage	Distribution	Options	Finish
G2LBDC	H36 H42	4 COB[1] 8 COB[2]	20K[1] 2000 K 30K 3000 K 40K 4000 K 50K 5000 K AMB[1] 591nm	MVOLT	FT Forward Throw SYM Symmetric 360°	GFCI Receptacle LDIM 0-10V Dimming (Dims to 10%) IDIM Inline Trailing Edge ELV Dimming (Dims to 40%) BLS[3] Motion controlled Bi-level switching	DBLB Designer Black, textured DSPD Dark Gray, textured DNAT Natural Alum., textured DWHG Designer White, textured DDBT Dark Bronze, textured DSPF Rust, textured DSST Sandstone, textured CF Custom Finish ___Z[4] Zinc Undercoat Optional Louvers Painted[5] ___/PL Louvers painted to match fixture

Notes:
1. 4COB required for 20K and AMB.
2. 8COB not available for 20K and AMB.
3. BLS not available with FT.
4. Add zinc undercoat for harsh environments.
5. Louvers will be black unless otherwise specified.

NOTE: Hydrel Reserves The Right To Modify Specification Without Notice. Any dimension on this sheet is to be assumed as a reference dimension: "Used for information purposes only. It does not govern manufacturing or inspection requirements." (ANSI Y14.5-1973)

HYDREL. 9144 Deering Avenue, Second Floor • Chatsworth, CA 91311 • www.hydrel.com
Phone: 866.533.9901 • Fax: 866.533.5291

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Rev. 04/14/15
G2LBDC

Architecture
Planning
Interior Design
Matthei & Colin Associates, LLC
332 S. Michigan Avenue
Chicago, Illinois 60604
312.939.4002 tel
312.939.8164 fax

HEALTH POINTE
GRAND HAVEN, MICHIGAN

REVISIONS	
NO.	DATE

Revision list may not be comprehensive.List only shows most recent Revision

DRAWN BY	RRS
CHECKED BY	RRS

ELECTRICAL SITE LIGHTING PLAN

PROJECT NO.	28440
DATE	09/04/15

E1.1

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SITE PLAN SUBMITTAL - NOT FOR CONSTRUCTION

GRAND HAVEN CHARTER TOWNSHIP BOARD
MONDAY MARCH 9, 1998

WORK SESSION - 6:30 P.M.

A. Mike Fuller presented the GHT 1998 Water Reliability Study.

B. Ken Zarzecki presented a Spread Sheet regarding the financial impacts of the various options contained within the 1998 Water Reliability Study.

C. Staff was instructed to:

1) Inform NOWS that GHT will continue to stay with the NOWS system pursuant to the current contract;
2) Discontinue further discussions with the Grand Rapids water system since the financial reviews show significant cost savings on the wholesale water rate by staying with NOWS;
3) Begin engineering on a second transmission main, which would include completing an engineering agreement with Prein and Newhof;
4) Begin the bonding process through the county;
5) Negotiate an agreement with the city for the final route of the main;
6) Seek to have the construction of the second transmission main completed during 1999; and,
7) Prepare a revised policy for Board review which would create a new water hook-up fee that would include an "impact fee" for new development to offset a portion of the debt which will be associated with the second transmission main.

REGULAR MEETING

I. CALL TO ORDER

The regular meeting of the Grand Haven Charter Township Board was called to order by Supervisor Nortier at 8:00 p.m.

II. INVOCATION

The invocation was presented by Manager Cargo.

III. PLEDGE TO THE FLAG

IV. ROLL CALL

Board members present: Nortier, Olds, Jenkins, Karell, Vermeer, Kieft.
Board members absent: VanOosterhout.

Also present were Manager Cargo, DPW Director VerBerkmoes and Attorney White.

V. APPROVAL OF MEETING AGENDA

Motion by Treasurer Vermeer supported by Trustee Kieft to approve the meeting agenda. **Which motion carried.**

VI. APPROVAL OF MINUTES

Motion by Trustee Jenkins supported by Trustee Karell to approve the minutes of the February 23, 1998 meeting. **Which motion carried**.

VII. REPORTS FROM BOARD OFFICERS

Motion by Treasurer Vermeer supported by Trustee Jenkins to approve the payment of the bills. **Which motion carried**.

The attorney report was received and placed on file.

VIII. CORRESPONDENCE

Correspondence was received and placed on file.

IX. BRIEF PUBLIC COMMENTS/QUESTIONS

No public comments were offered on the agenda items.

X. OLD BUSINESS

a. **Motion** by Treasurer Vermeer supported by Trustee Kieft to remove from the table an amendment to the Township Zoning Ordinance which changes the zoning classification of parcel no. 70-07-34-400-022 from Agricultural to Rural. **Which motion carried.**

Motion by Treasurer Vermeer supported by Trustee Karell to adopt an amendment to the Township Zoning Ordinance which changes the zoning classification of parcel no. 70-07-34-400-022 from Agricultural to Rural Residential. **Which motion carried.** This constitutes the second reading.

b. **Motion** by Trustee Jenkins supported by Treasurer Vermeer to remove from the proposed Meijer Rezoning and PUD application. **Which motion carried.**

Motion by Treasurer Vermeer supported by Trustee Karell to rezone the following parcels from Rural Residential to Commercial C-2:

Part of 70-03-33-100-037
Part of 70-03-33-100-039

And, the following parcels to be rezoned from Rural Residential to Commercial C-1:

70-03-33-100-018
70-03-33-100-036
70-03-33-100-038
Part of 70-03-33-100-037
Part of 70-03-33-100-039

And, the following parcels to be rezoned from Commercial C-2 to Commercial C-1:

70-03-33-100-007
70-03-33-100-017
Part of 70-03-33-100-054 based on the following reasons:

1. The request is consistent with the Commercial designation of the subject property as outlined in the adopted Master Plan.

2. The requested district would be compatible with the existing commercial uses north and east of the site and the industrial uses south of the property.

3. The subject property is well suited for commercial use given its proximity to US-31 and adjacent commercial uses.

4. The subject property will be served by public water and sewer.

5. The project will be in compliance with all applicable federal, state, county, and local laws and regulations. **Which motion carried.** This constitutes the second reading.

Motion by Treasurer Vermeer supported Trustee Jenkins to rezone the following property parcels:

70-03-33-100-007	70-03-33-100-038
70-03-33-100-017	70-03-33-100-039
70-03-33-100-018	70-03-33-100-048
70-03-33-100-019	70-03-33-100-054
70-03-33-100-022	70-03-33-100-058
70-03-33-100-033	70-03-33-100-059
70-03-33-100-036	70-03-33-100-060
70-03-33-100-037	70-03-33-100-061

from C-1 and C-2 to Planned Unit Development. Except as modified or revised by the following conditions, the developer shall comply with all of the documentation submitted to the Township per this application, including but not limited to the site plan dated January 27, 1998, the narrative letters dated November 17, 1997, January 27, 1998, and February 11, 1998, and the Traffic Analysis dated December 31, 1997 (collectively referred to as the "Documentation"), subject to the following conditions:

1. Planning Commission approved departure of 185 parking spaces from the required 1330. This departure is based on the applicant's statements that one parking space per 200 square feet of usable floor area, plus one for each employee will satisfy the parking needs of the Meijer retail facility.

2. Planning Commission approved departure of 83 parking lot trees from the required 232 trees with a 2.5" caliper with the condition that trees have a minimum four inch (4") diameter measured at a point six inches (6") above the ground. The departure is based on the applicant's rationale that the larger trees will be more viable, provide more shade, that along with the additional exterior landscaping will better meet the requirements of the zoning ordinance without unduly interfering with store security.

3. Implementation of the traffic improvement recommendations outlined in the Meijer Development Revised Traffic Impact Analysis (12/31/97; pp. 28), prepared by Ed Swanson & Associates to include at a minimum:

- Re-striping of the westbound approach at the Beacon Boulevard/Robbins Road intersection as well as a signal timing adjustment, if allowed by the city;

- A signal timing adjustment at the Beacon Boulevard crossover south of Robbins Road, if allowed by the city;

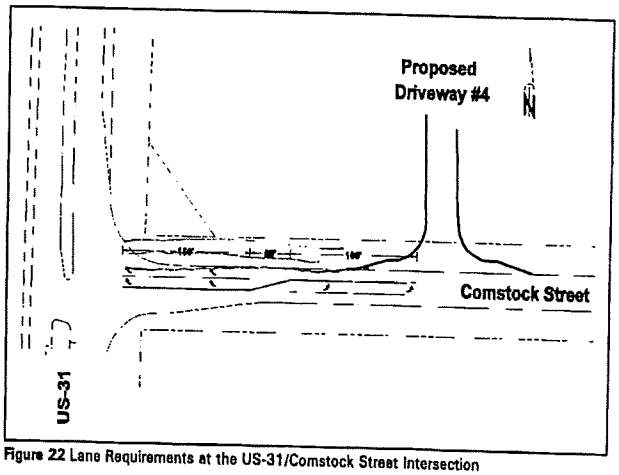


Figure 22 Lane Requirements at the US-31/Comstock Street Intersection

Meijer Development Revised Traffic Impact Analysis
ESA Traffic Consultants - December 31, 1997

Page 35

- A northbound left turn lane at the Robbins Road/Ferry Street/172nd Avenue intersection;

- The construction of an additional signal phase at the Robbins/Ferry Street/172nd Avenue intersection; if allowed by the city;

- A westbound dual turn lane and traffic signal at the Beacon Boulevard/Comstock Street intersection. In the event that a new traffic signal is not installed at this intersection, or the Robbins Road curb cut is effectively denied by the city of Grand Haven, additional right-of-way would be dedicated by the applicant to expand the westbound lane of Comstock to provide dual northbound turn lanes

to U.S. 31 (see figure).

- Drive improvements including: a right turn deceleration taper on Robbins Road at Drive 1 (right ingress and egress only) a left turn passing flare and right turn deceleration taper on 172nd Avenue at Drive 2, a left turn passing flare on 172nd Avenue at Drive 3, and a right turn deceleration taper on Comstock Road at Drive 4.

5. The applicant will participate in a Special Assessment District or construction cost sharing agreement for reconstruction of 172nd Avenue to a three lane roadway between Robbins Road and Comstock Street, as required by the County Road Commission, including necessary intersection improvements. These agreements or SAD will be required to be completed before any permits are issued. The applicant will dedicate an additional 17 feet of right-of-way on the west side of 172nd Avenue.

6. A bike path will be provided by the applicants on the north side of Comstock to the westernmost drive and on the west side of 172nd Avenue for the entire length of the applicant's property, conforming with the Township's construction requirements. In addition, this bike path will be extended along the east side of the easterly most entry drive from Comstock Road to the store; and, the pathway will be extended along the south side of Robbins Road entry drive.

7. Outlot development is subject to future site plan review. Outlot development will include parking lot setbacks of a minimum of 25 feet. Outlots will be required to have architectural materials and landscaping compatible with that of the principal Meijer facility and site.

8. Proposed drive 1 to Robbins Road will be reconstructed to align with Despelder Street in the event that sufficient property east of the drive is acquired by the applicant.

9. Approval of monument (ground) signs, no greater than 58 square feet, and 5 feet high for the Meijer service station (U.S. 31) and at drives #1 (Robbins Road), #3 (northernmost 172nd Avenue), and #4 (westernmost Comstock Road).

10. Approval of monument (ground) signs for each outlot, not to exceed 52 square feet, and 5 feet high subject to review by the Planning Commission for location.

11. One pylon sign, not to exceed 72 sq. ft. internally illuminated cabinet, and 25 ft. high, with a tenant box of 60 sq. ft. internally illuminated cabinet.

12. Wall signs as proposed by the applicant; not to exceed 639 square feet.

13. The project shall comply with all federal, state and/or Ottawa County laws, rules, regulations or requirements.

14. No revision or change of these conditions shall be made except by Grand Haven Charter Township Board action after a public hearing, with notice of such hearing to be given as then required by law for Township Board hearings with respect to proposed planned unit development projects.

15. These conditions shall be binding on the developer and all successor owners or parties in interest in the project.

16. Drainage for the project shall be approved in writing by the Ottawa County Drain Commissioner. No zoning or building permit shall be issued for the construction of a building or structure within the project until this approval has been obtained and a copy thereof delivered to the Township.

17. The project shall be completed on or before May of 1999. However, the Planning Commission shall not unreasonably deny an extension to this deadline if the developer so requests and demonstrates that construction of the project is proceeding at a reasonable pace.

18. Any violation of these conditions shall constitute a violation of the Grand Haven Charter Township Zoning Ordinance and, in addition to the remedies provided therein, shall be cause for the Township Board to suspend or revoke any zoning or building permit applicable to the project.

19. The right is reserved by the Township to impose additional conditions if reasonably necessary to achieve the purposes of the Grand Haven Charter Township Zoning Ordinance.

20. The planned unit development approval shall be personal to the developer and shall not be transferred by the developer to a third party without the prior written consent of the Township, except that the developer may transfer any portion of the project after it is completed without Township consent.

21. Except as expressly modified, revised or altered by these conditions, the project shall be acquired, developed and completed in conformance with the Grand Haven Charter Township Zoning Ordinance, as amended, and all other applicable Township ordinances.

22. In the event of any conflict between these conditions and the Documentation, these conditions shall control.

This recommendation is based on the following:

1. The overall design and all uses proposed in connection with the project are and shall be consistent with and promote the intent of the PUD chapter of the Zoning Ordinance. The project is consistent with Commercial Zoning and with the Master Plan designation of the property in question. The property is well suited for commercial use given its proximity to US-31 and adjacent commercial uses.

2. The project will result in recognizable and substantial benefits to the ultimate users of the project and to the community in general where such benefits would be unfeasible or unlikely to be achieved in the absence of a PUD. Specifically, the project will not only be compatible with surrounding land uses, but it will also provide a method of coordinated development which would not be possible under conventional zoning districts.

3. The project has been designed with due regard to its relationship with development on surrounding properties and uses thereon, including building heights, setbacks, density, parking, traffic circulation, landscaping, views, greenbelts, and other layout features as spelled out in Section 1606.3 of the Zoning Ordinance.

4. The project has been designed to minimize any adverse impact of traffic generated by the project. Due consideration has been given by the Planning Commission during its review of and discussions concerning this project to the specific traffic issues listed in Section 1606.4 of the Zoning Ordinance.

5. The project will be serviced by municipal water, underground electricity, underground gas lines, underground telephone, and sanitary sewer for all structures.

6. The project will not result in an unreasonable negative impact upon surrounding properties, particularly given the conditions placed upon the approval of the project.

7. The project will be in compliance with all applicable federal, state, county, and local laws and regulations.

8. Any phasing of the project shall comply with the requirements of Section 1606.8 of the Zoning Ordinance.

This constitutes the second reading.

XI. NEW BUSINESS

a. **Motion** by Trustee Karell supported by Trustee Jenkins to table and refer to the

Ordinance Review Committee the Bayou Condominium rezoning and PUD request from R.D. Rozema. **Which motion carried.** This constitutes the first reading.

b. **Motion** by Trustee Jenkins supported by Treasurer Vermeer to adopt **Resolution 98-03-01**, which approves a contract agreement with the MDNR to acquire land for the proposed 144th Avenue Boat Launch. **Which motion carried**, as indicated by the following roll call vote:

Ayes: Kieft, Vermeer, Jenkins, Karell, Olds, Nortier.
Nays: None.
Absent: VanOosterhout.

c. Staff reviewed preliminary plans and cost estimates for the proposed 144th Avenue Boat Launch with the Township Board. Cargo expressed concerns regarding the timing on the purchase of the land because of state delays.

XII. EXTENDED PUBLIC COMMENTS/QUESTIONS
No public comments were received.

XIII. ADJOURNMENT
Motion by Trustee Kieft supported by Trustee Jenkins to adjourn the meeting at 8:56 p.m. **Which motion carried**.

Respectfully Submitted,

Kathryne E. Olds

Kathryne E. Olds, Clerk
Grand Haven Charter Township

GRAND HAVEN CHARTER TOWNSHIP

Community Development Memo

DATE: September 17, 2015

TO: Planning Commission

FROM: Stacey Fedewa, Planning & Zoning Official

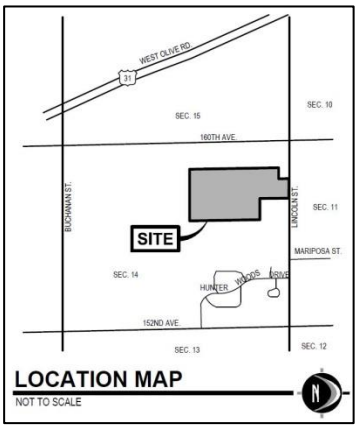
RE: Pre-Application Presentation – Stonewater PUD

PRE-APPLICATION PRESENTATION

Staff notes, this development originally began in 2005, but was abandoned during the so-called "Great Recession." Since that time, a new developer—Lincoln Street Holdings LLC—has purchased the land and intends to move forward with a modified version of the project.

Additionally, the Developer has already submitted an application, permit fee, and escrow funds. Staff has completed an initial review and supplied comments. However, during the interim (*engineering firm drafting the revisions*) the Developer requested a "pre-application" presentation with the Planning Commission in order to supply the engineering firm with an additional set of review comments to incorporate into the revised plans. Anticipating the revised submission will be compliant, have addressed all staff and Planning Commission concerns, and is ready to proceed with a public hearing.

Lastly, the vast majority of this project is a PUD Amendment (*parcels were rezoned to PUD in 2006*), but the new Developer acquired another parcel in order to construct a second entrance off of Lincoln Street. This parcel must be rezoned as PUD (*first and second hearing with Township Board*).



PROJECT OVERVIEW

The Developer proposes a 9 phase mixed-use residential development on a total of 68 acres. The dwellings would consist of 118 single family, 42 two-unit attached condos, and 24 three-unit attached condos—totaling 184 units.

Departure requests include a reduced minimum lot area of 8,100 square feet (*mostly due to the condo units*); minimum side yard setback of 8 feet; and minimum rear yard setback of 25 feet.

SYNOPSIS OF STAFF REVIEWS

Fire/Rescue Department

No fire hydrants were shown on the plans.

Public Services Department

- No fire hydrants or water valves are shown.
- Water main is not provided for lots 12-17.
- Various looping issues with the water main, and bending with sanitary sewer that must be addressed.

Community Development Department

- Appears there are several issues with the designated open space calculations:
    - Narrative states the south pond is proposed exclusively for lots 14-17 and 39-59. However, if open space is not made available to <u>all</u> properties than it is not permitted to be included in the calculations.
    - Certain segments of each pond will be used as stormwater retention, but it appears those areas were not removed from the open space calculations.
    - Based on staff calculations, it appears the true amount of designated open space is 9.387 acres or 13.7% (*where a minimum of 20% is required*).

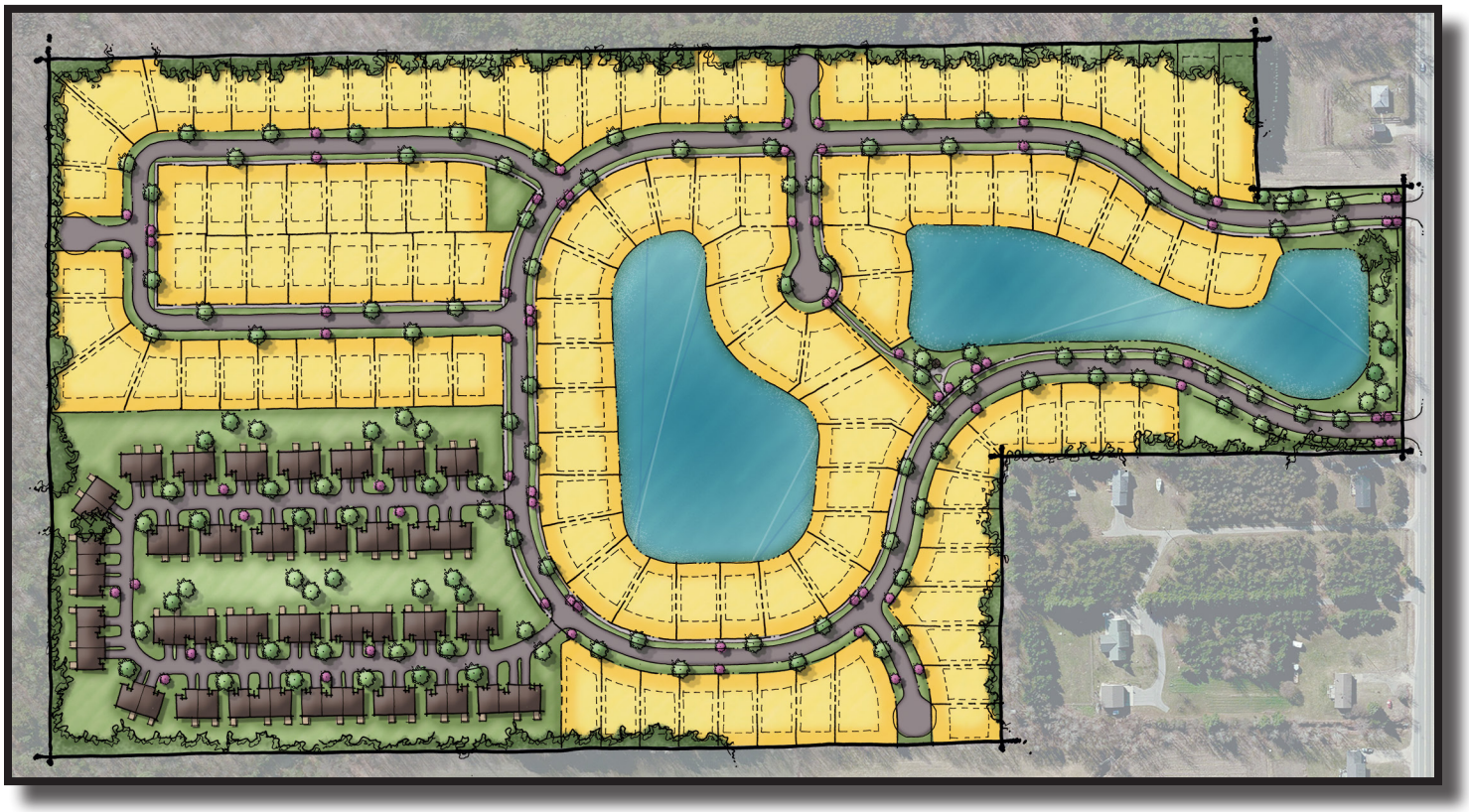
- Appears there are issues with the parallel plan calculations:
    - The parallel plan sets the base density for a residential PUD development. Once the required 20% open space is met then an 8% density bonus is awarded.
    - Staff reviewed the Developer's parallel plan and it appears four non-buildable lots were included. If those are removed, then the total of permitted units is 181.44 (*assuming the 20% open space requirement is achieved*), rather than 184.

- Traffic impact information on the expected number of additional trips this project will generate. This is not a requirement for an impact study; rather the Planning Commission just needs to understand the additional impact this will have on Lincoln Street.
- Staff has concerns the second entrance on Lincoln Street is slated to be constructed in the 4th phase of the development. Worst-case-scenario, if the development is abandoned, then it is possible there would be up to 67 units with only one point of egress onto Lincoln Street.
- Staff has concerns over the safety of residents within the attached condominium area due to the extensive number of driveways.

POSSIBLE DISCUSSION POINTS

- Achieving the designated open space requirements.
    - Minimum 20% required, and all property owners must have access.
- Safety concerns over the number of driveways within the attached condominium area.
    - 66 driveways with limited separation (*one driveway for each unit*).
    - Developer proposes private roads in this area because the OCRC will not approve the proposed driveway configuration.
        - OCRC requires a minimum 45 foot separation from inside edge to inside edge between driveways.
    - Driveways encumber approximately 60% of the road edge along the 1,800± linear feet of private roadway.
- The Township should address potential future concerns that may arise if the second entrance is not constructed in a timely manner. Staff requests the Planning Commission consider one of the following:
    - Direct the second phase of the development include the second entrance; or
    - Establish a deadline for when the second entrance must be constructed (*e.g., 5 years*).

STONEWATER
PLANNED UNIT DEVELOPMENT



NEDERVELD

August 19, 2015

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

RE: Stonewater Planned Unit Development

Dear Ms. Fedewa:

Included with this cover letter, please find twelve (12) copies of the submittal package for the proposed Stonewater Planned Unit Development, containing:

1. Location Map
2. Legal Description
3. Color Rendering (11x17)
4. Site Plan Set (11x17)
5. Site Analysis Plan (11x17)
6. Parallel Plan (11x17)
7. Landscaping Plans (11x17)
8. Project Description and Narrative
9. Master Deed
10. Application
11. Full Size (24x36) Plan Set

This is being submitted for public hearing and consideration during the September 21, 2015 Planning Commission meeting. If you have any questions or require additional information, please call me at (616) 575-5190.

Sincerely,

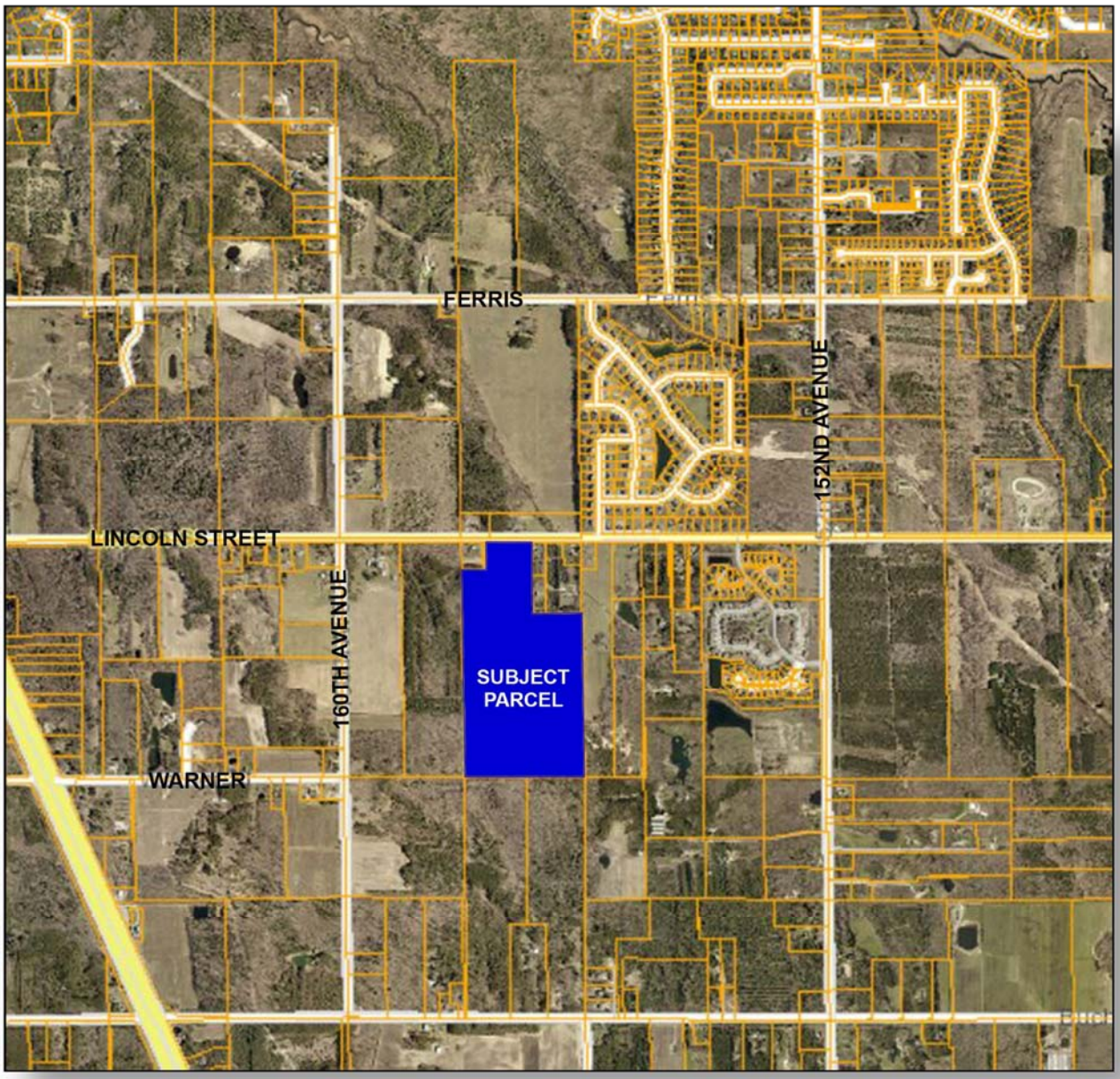
Rick Pulaski, P.E.
Project Manager

Enclosures

K:\122\12201048\OUGOING\PUDSubmittal_20150819\CoverLetter.DOC

217 Grandville Ave. SW, Suite 302 • Grand Rapids, MI 49503 • P. 616.575.5190 • F. 616.575.6644
Ann Arbor • Chicago • Columbus • Grand Rapids • Holland • Indianapolis • St. Louis
www.nederveld.com

LOCATION MAP
STONEWATER PUD



LEGAL DESCRIPTION
STONEWATER PUD

70-07-14-100-010

PART NE 1/4 OF NW 1/4 COM 285 FT E OF NW COR, TH E 15 FT, S 330 FT, W 15 FT, N 330 FT TO BEG. SEC 14 T7N R16W

70-07-14-100-004

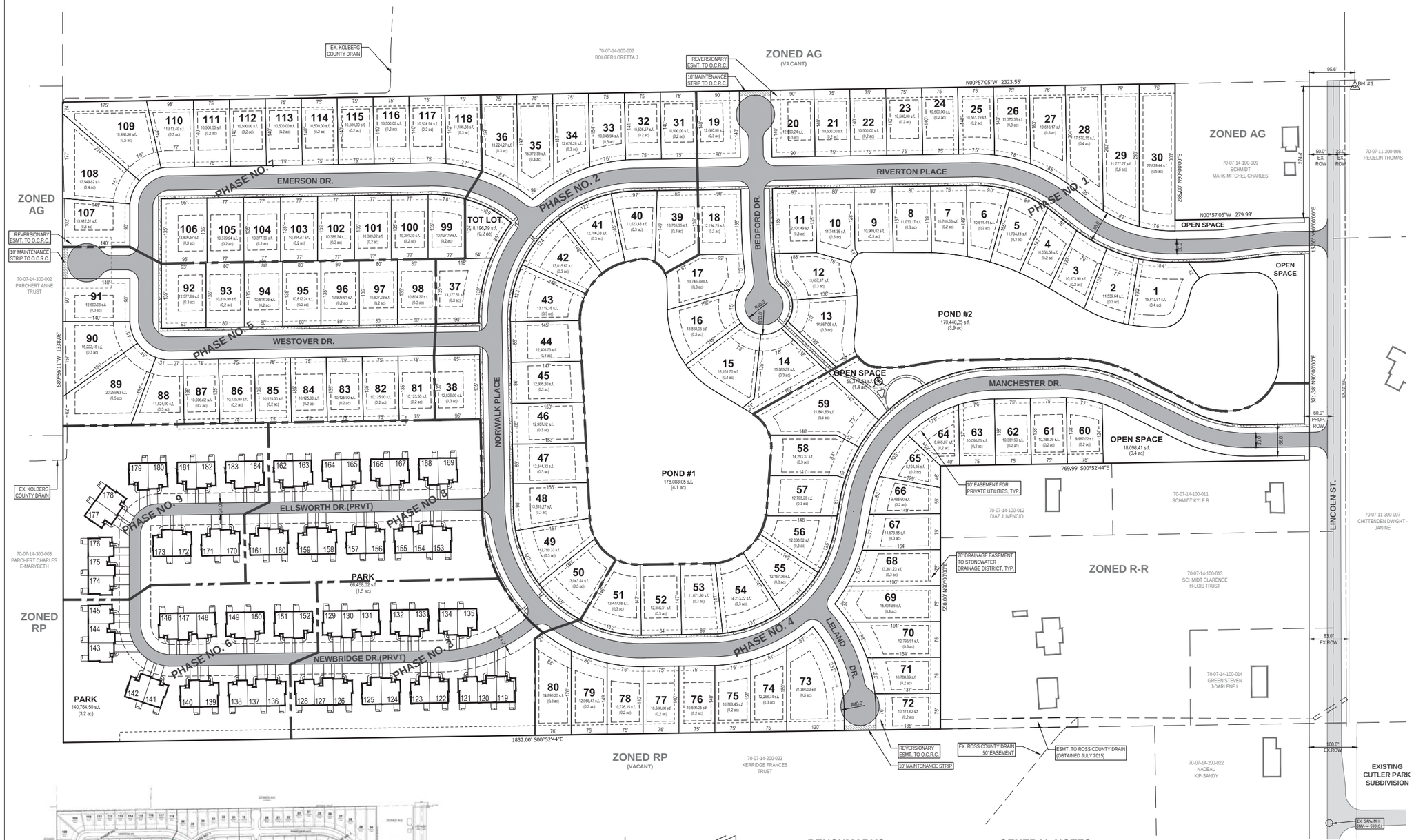
PART NE 1/4 OF NW 1/4 COM 300 FT E OF NW COR, TH E 170 FT, S 170 FT, W 170 FT, N 170 FT TO BEG, EXC N 50 FT SEC 14 T7N R16W

70-07-14-100-005

NE 1/4 OF NW 1/4, EXC COM NW COR, TH S 330 FT, E 300 FT, N 160 FT, E 170 FT, N 170 FT, W 470 FT TO BEG, ALSO EXC N 820 FT OF E 550 FT, ALSO EXC N 50 FT SEC 14 T7N R16W

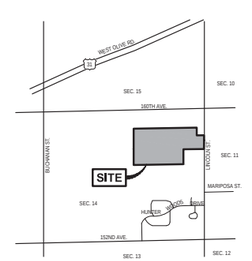
70-07-14-100-008

SE 1/4 OF NW 1/4 SEC 14 T7N R16W 40 A



OPEN SPACE QUALIFICATION

N.T.S.



LOCATION MAP

NOT TO SCALE

BENCHMARKS

BENCHMARK #1 ELEV. = 614.17
TOP OF FLANGE BOLT ON HYDRANT UNDER "E" IN E.J.I.W. LOCATED APPROX. 95.6' NORTH AND 274.4' WEST OF THE NORTHWEST PROPERTY CORNER, AS SHOWN ON THE PLAN.

LEGAL DESCRIPTION

70-07-14-100-010
PART NE 1/4 OF NW 1/4 COM 285 FT E OF NW COR, TH E 15 FT, S 330 FT, W 15 FT, N 330 FT TO BEG, SEC 14 T7N R16W

70-07-14-100-004
PART NE 1/4 OF NW 1/4 COM 300 FT E OF NW COR, TH E 170 FT, S 170 FT, W 170 FT, N 170 FT TO BEG, EXC N 50 FT SEC 14 T7N R16W

70-07-14-100-005
NE 1/4 OF NW 1/4, EXC COM NW COR, TH S 330 FT, E 300 FT, N 160 FT, E 170 FT, N 170 FT, W 470 FT TO BEG, ALSO EXC N 820 FT OF E 550 FT, ALSO EXC N 50 FT SEC 14 T7N R16W

70-07-14-100-008
SE 1/4 OF NW 1/4 SEC 14 T7N R16W 40 A

GENERAL NOTES

1) ZONING OF PROPERTY: PUD
PUD ZONING REQUIREMENTS
A) MINIMUM LOT AREA = 8,100 SQ.FT.
B) MINIMUM LOT WIDTH = 70 FT.
SETBACKS
A) FRONT YARD = 35 FT.
B) SIDE YARD = 8 FT.
C) REAR YARD = 25 FT.
2) SUMMARY OF LAND USE:
OVERALL
A) TOTAL ACREAGE = 68.48 ACRES (2,982,989 SQ.FT.) (EXCLUDING LINCOLN ST. R.O.W.)
B) OVERALL TOTAL OPEN SPACE = 14.77 ACRES (21.6%)
C) CREDITED OPEN SPACE = 14.01 ACRES (20.5%)
D) AREA OF PROP. BUILDINGS = 127,662 SQ.FT. (CONDO BLDGS ONLY, EXCLUDES FUTURE SINGLE FAMILY RESIDENCES)
E) AREA OF PROP. BITUMINOUS = 276,636 SQ.FT.
F) AREA OF PROP. CONCRETE = 38,734 SQ.FT.
G) TOTAL LENGTH OF STREET = 9,506 LF.
H) TOTAL RESIDENTIAL UNITS = 184 UNITS
I) TOTAL SINGLE FAMILY LOTS = 118 LOTS
J) TWO UNIT CONDOS (21) = 42 UNITS
THREE UNIT CONDOS (8) = 24 UNITS
TOTAL CONDO UNITS = 66 UNITS
PHASE NO. 1
A) TOTAL ACREAGE = 20.44 ACRES (890,404 SQ.FT.) (EXCLUDING LINCOLN ST. R.O.W.)
B) TOTAL OPEN SPACE = 8.47 ACRES
C) TOTAL LENGTH OF STREET = 1,756 LF.
D) TOTAL SINGLE FAMILY LOTS = 30 LOTS
3) GENERAL REQUIREMENTS
A) ALL STREETS WITH SINGLE FAMILY LOTS WILL BE DEDICATED TO THE PUBLIC AND WILL BE CONSTRUCTED PER OTTAWA COUNTY STANDARDS AND SPECIFICATIONS.
B) THIS PROJECT WILL BE SERVICED BY PUBLIC UTILITIES - SANITARY SEWER, STORM SEWER, WATER, BURIED ELECTRIC, TELEPHONE, CABLE TV, AND GAS.
C) THIS PROJECT IS NOT LOCATED IN AN AREA OF THE 100 YEAR FLOODPLAIN BASED ON THE NATIONAL FLOOD INSURANCE RATE MAPS.
D) THIS PROJECT SHALL CONFORM TO THE OTTAWA COUNTY SOIL EROSION AND SEDIMENTATION CONTROL ORDINANCE.
E) ALL STORM SEWERS SHALL BE LOCATED WITHIN A MINIMUM 20; DRAINAGE EASEMENT.
F) ALL STORM SEWER EASEMENTS WILL BE MAINTAINED BY A DRAINAGE DISTRICT ESTABLISHED BY A 433 AGREEMENT WITH THE OTTAWA COUNTY WATER RESOURCE COMMISSIONER.
G) CONTOURS ARE DEPICTED AT 2 FOOT INTERVALS.

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

NEDERVELD
www.nederveld.com
800.222.1868
GRAND RAPIDS
217 Grandville Ave., Suite 302
Grand Rapids, MI 49503
Phone: 616.575.5190
ANN ARBOR
CHICAGO
COLUMBUS
HOLLAND
INDIANAPOLIS
ST. LOUIS

PREPARED FOR:
Lincoln Street Holdings, LLC.
Dale Kraker

3315 Railway Drive
Byron Center, MI 49315

REVISIONS:

Title: Prelim. PUD Submission	V. Date:
Drawn: JM Checked: RP	S. Date: 08.19.15

STONEWATER

Preliminary Site Layout Plan

15730 & 14306 LINCOLN STREET
PART OF THE NORTHWEST 1/4 OF SECTION 14, T7N, R16W, GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN

STAMP:
STATE OF MICHIGAN
RICHARD A. PULASKI
ENGINEER
No. 52618
LICENSED PROFESSIONAL ENGINEER

PROJECT NO: 12201048

SHEET NO: C-101

SHEET: 1 OF 3

12201048\Prelim.10.dwg JM 8/28/2015 14:27

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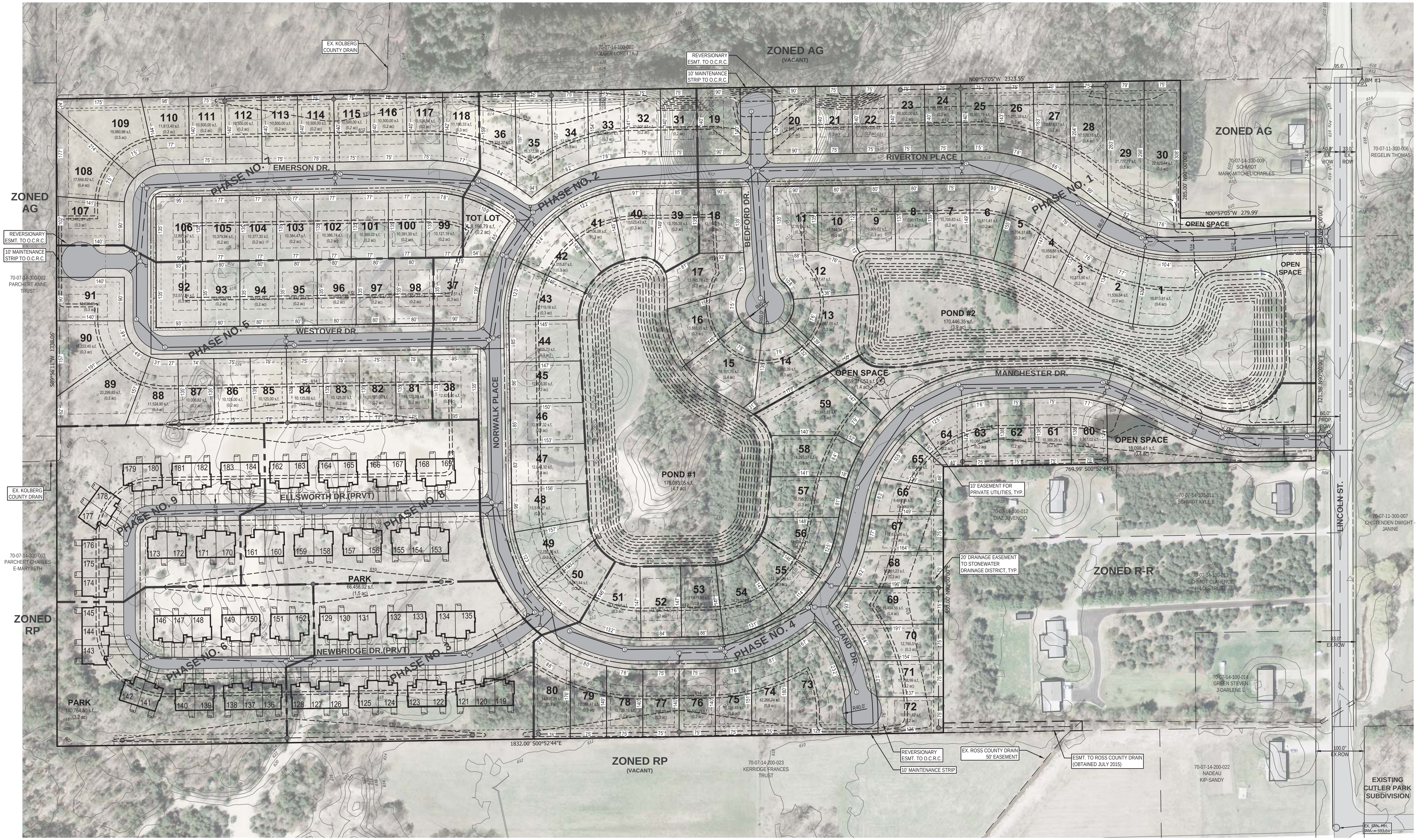

LEGEND

- EX. GRADE CONTOUR
- PROP. GRADE CONTOUR
- EX. BITUMINOUS
- PROPOSED BITUMINOUS (STANDARD DUTY)
- PROPOSED CONCRETE (STANDARD DUTY)
- PROP. STORM SEWER (18"-36")
- PROP. SANITARY SEWER (8")
- PROP. WATERMAIN (8")

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

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217 Grandville Ave., Suite 302
Grand Rapids, MI 49503
Phone: 616.575.5190

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HOLLAND
INDIANAPOLIS
ST. LOUIS

PREPARED FOR:

Lincoln Street Holdings, LLC.
Dale Kraker

3315 Railway Drive
Byron Center, MI 49315

REVISIONS:

Title: Prelim. PUD Submission V. Date:
Drawn: JM Checked: RP S. Date: 08.19.15

STONEWATER

Preliminary Site Layout Plan

15730 & 14306 LINCOLN STREET

PART OF THE NORTHWEST 1/4 OF SECTION 14, T7N, R16W, GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN

STAMP:

STATE OF MICHIGAN
RICHARD A. PULASKI
ENGINEER
No. 52618
LICENSED PROFESSIONAL ENGINEER

PROJECT NO: 12201048

SHEET NO: C-102

SHEET: 2 OF 3

12201048-PREL10.dwg JM 8/19/2015 14:37

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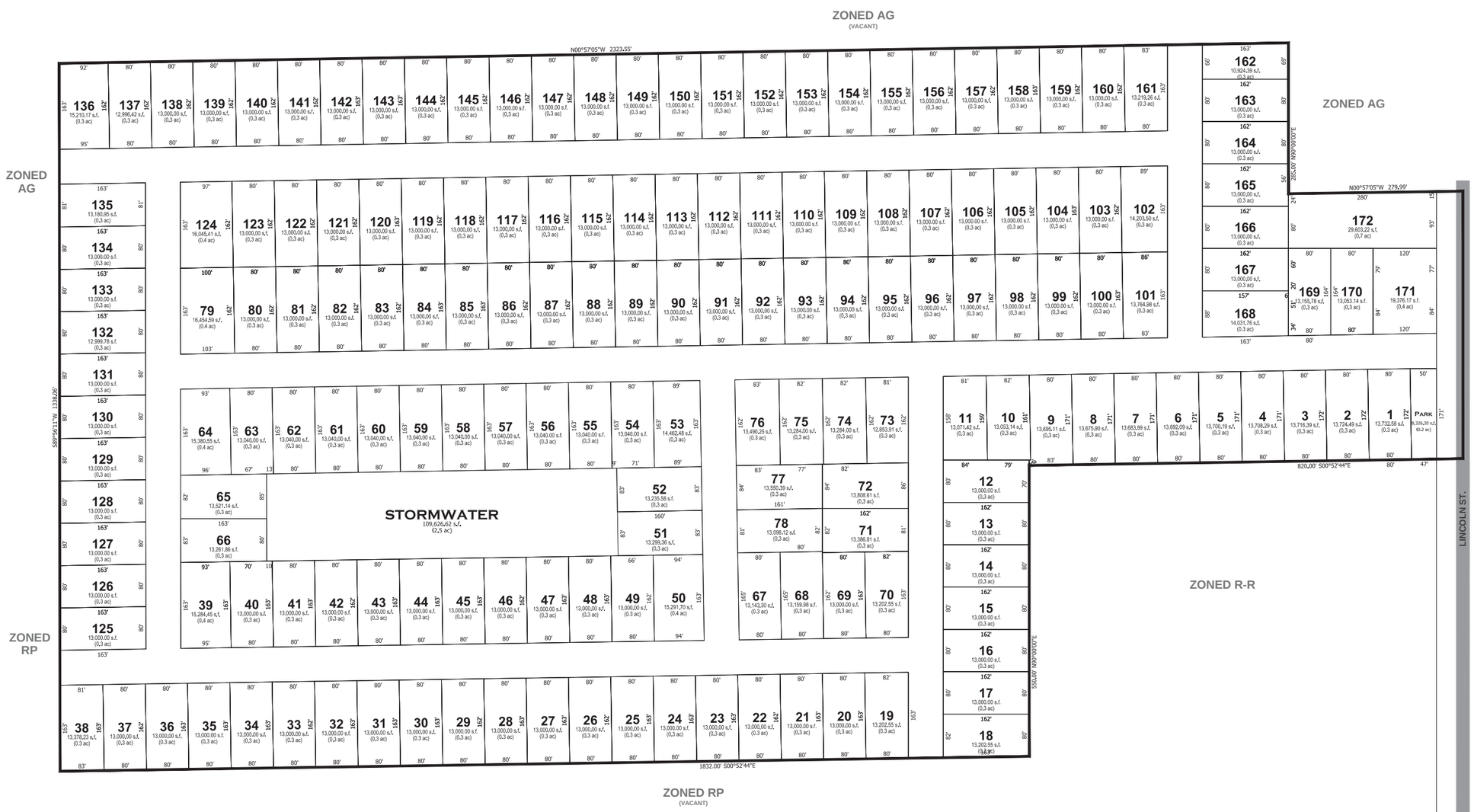

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ST. LOUIS

PREPARED FOR:

Lincoln Street Holdings, LLC.
Dale Kraker

3315 Railway Drive
Byron Center, MI 49315

REVISIONS:

Title: Prelim. PUD Submission V. Date:
Drawn: JM Checked: RP S. Date: 08.19.15

STONEWATER

Parallel Plan

15730 & 14306 LINCOLN STREET
PART OF THE NORTHWEST 1/4 OF SECTION 14, T7N, R16W,
GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN

GENERAL NOTES

1) R-2 ZONING REQUIREMENTS
   A) MINIMUM LOT AREA = 13,000 SQ.FT.
   B) MINIMUM LOT WIDTH = 80 FT.
2) TOTAL NUMBER OF UNITS = 172

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

STAMP:

STATE OF MICHIGAN
RICHARD A. PULASKI
ENGINEER
No. 52618
LICENSED PROFESSIONAL ENGINEER

PROJECT NO: 12201048

SHEET NO: C-103

SHEET: 2 OF 3

12201048-PREL10.dwg JM 8/19/2015 14:38

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LEGEND

1. NEIGHBORHOOD ACCESS POINT
2. OPEN SPACE
3. COMMUNITY PARK
4. TOT LOT
5. TEMPORARY CULDESAC

NOTES

TOTAL ACREAGE = 68.48 ACRES (EXLUDING LINCOLN R.O.W.)

TOTAL OPEN SPACE = 14.77ACRES (21.6%)

TOTAL LENGTH OF STREET = 9,506 LN.FT.

TOTAL RESIDENTIAL UNITS = 184 UNITS
SINGLE FAMILY LOTS = 118 UNITS
TWO UNIT CONDOS (21) = 42 UNITS
THREE UNIT CONDOS (8) = 24 UNITS

TYPICAL LOT

LOCATION MAP

August 19, 2015 north 0' 50' 100' 200' scale 1" = 100'

STONEWATER

SITE PLAN ILLUSTRATIVE RENDERING

project number: 12201048

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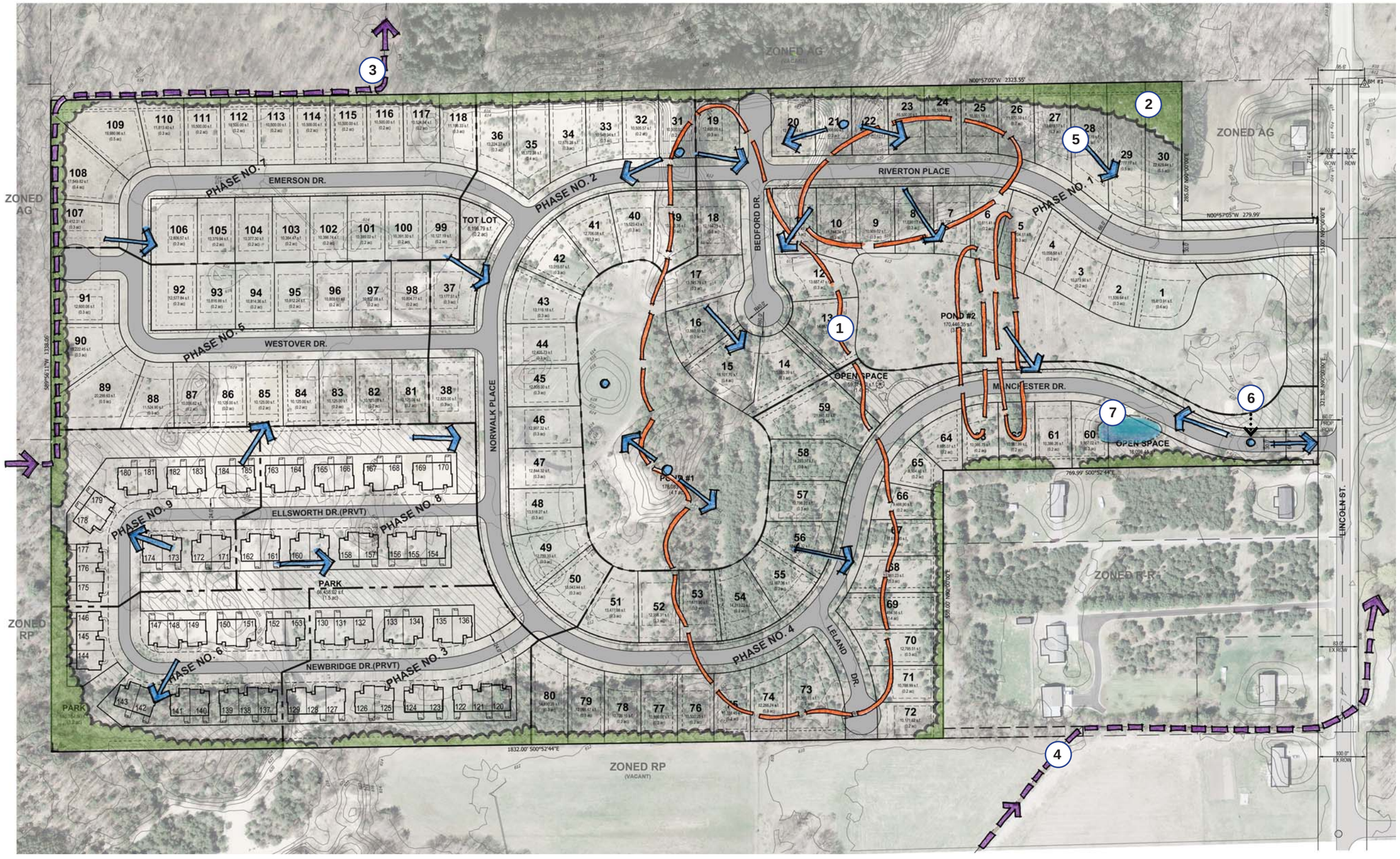

LEGEND

1. Evergreen trees to be preserved and transplanted where possible
2. Existing Tree Canopy to Remain
3. Existing Kolberg County Drain
4. Existing Ross County Drain
5. Site Drainage Patterns
6. Site Drainage High Points
7. Existing Pond

August, 19 2015 N. Scale: N.T.S.

STONEWATER

SITE ANALYSIS PLAN

project number: 12201048

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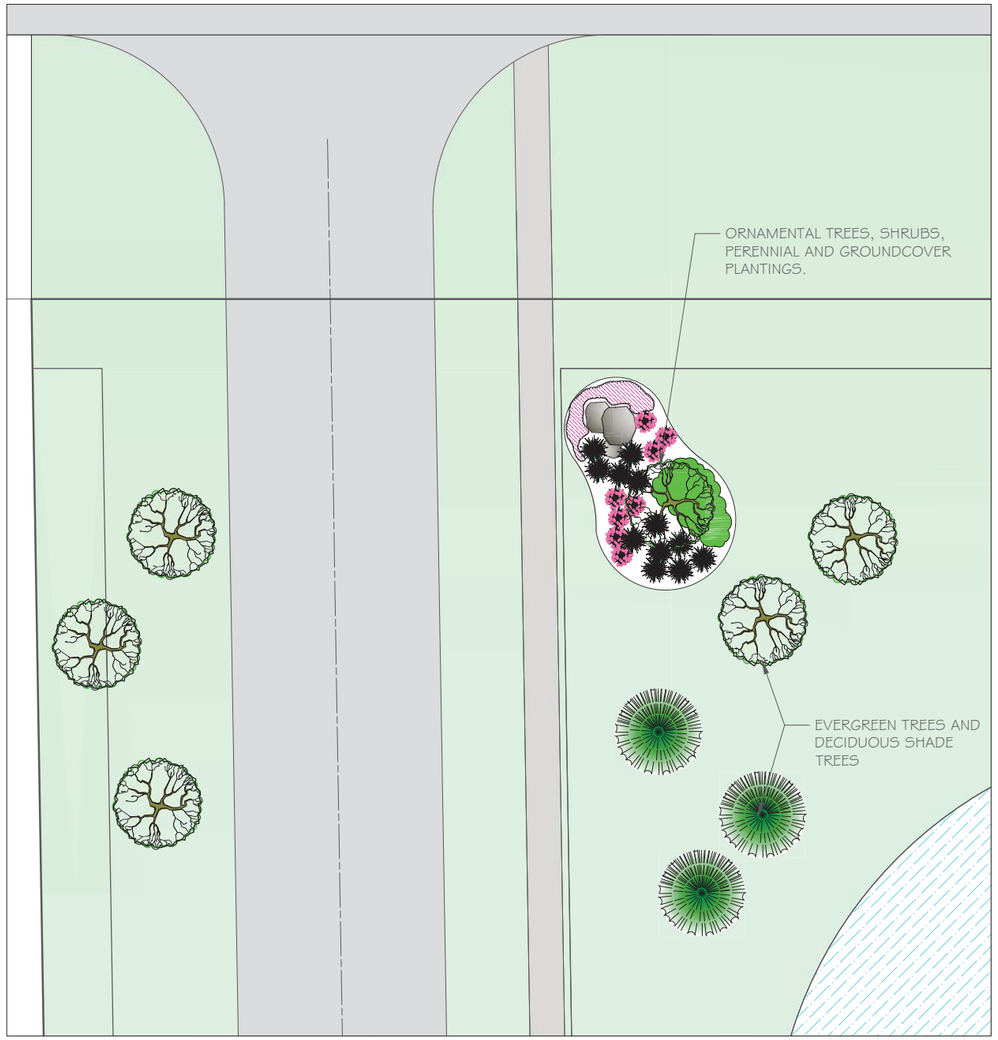
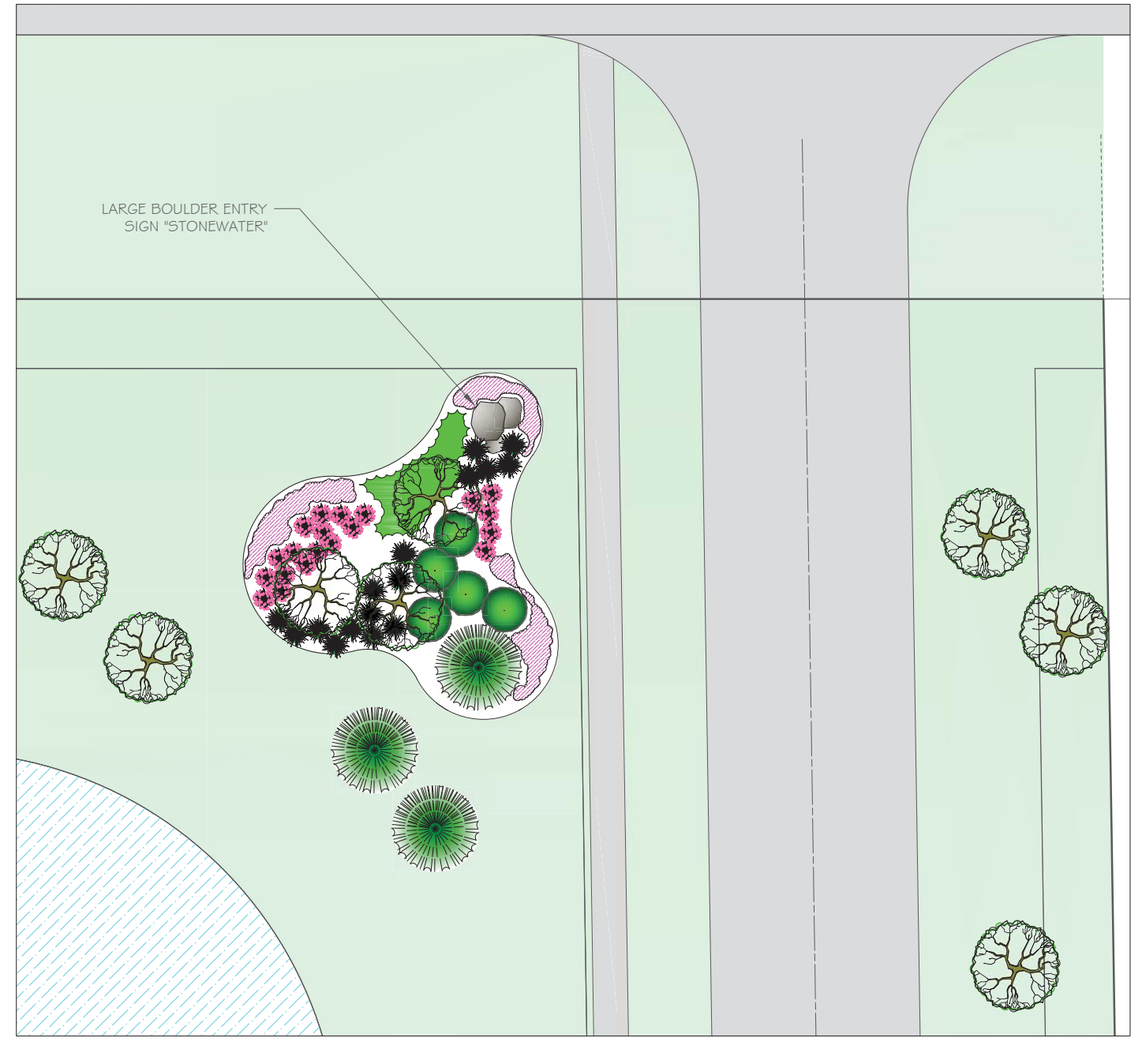
WEST NEIGHBORHOOD ENTRANCE



EAST NEIGHBORHOOD ENTRANCE



North

PLAN REVISIONS

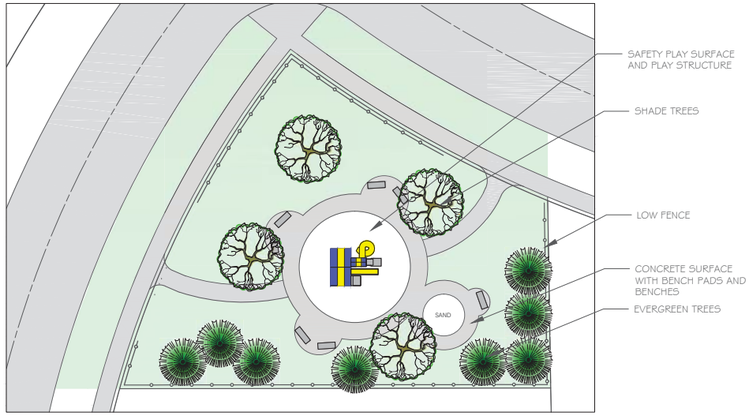
KATERBERG VERHAGE
Landscapes for Life
3717 Michigan NE
Grand Rapids, Michigan 49525
616.949.3030
www.katerbergverhage.com

SCALE:	1" = 10'
DESIGNED BY:	
CHECKED BY:	
DATE:	AUGUST 2015

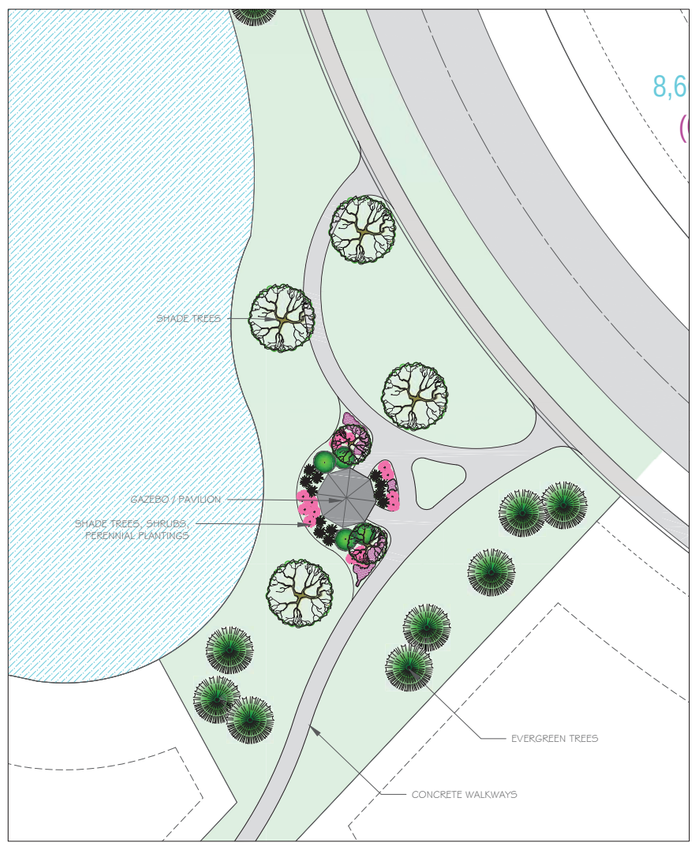
LANDSCAPE PLANS
FOR
STONEWATER
GRAND HAVEN, MICHIGAN

JOB NUMBER:	
DESIGN NUMBER:	
SHEET NUMBER	1 OF 3

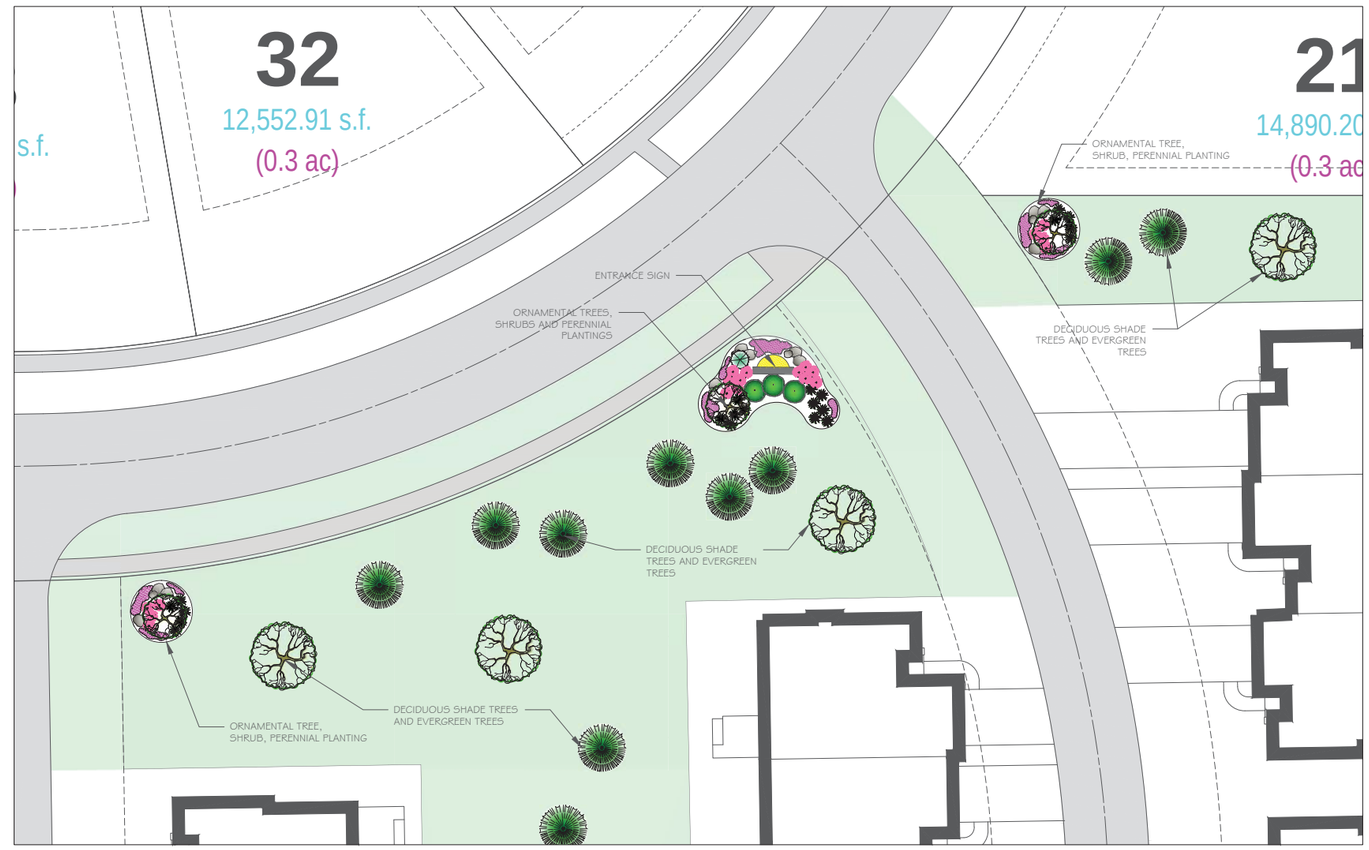
TOT LOT



COMMON AREA



CODOMINIUM ENTRANCE



North

PLAN REVISIONS

KATERBERG VERHAGE
Landscapes for Life
3717 Michigan NE
Grand Rapids, Michigan 49525
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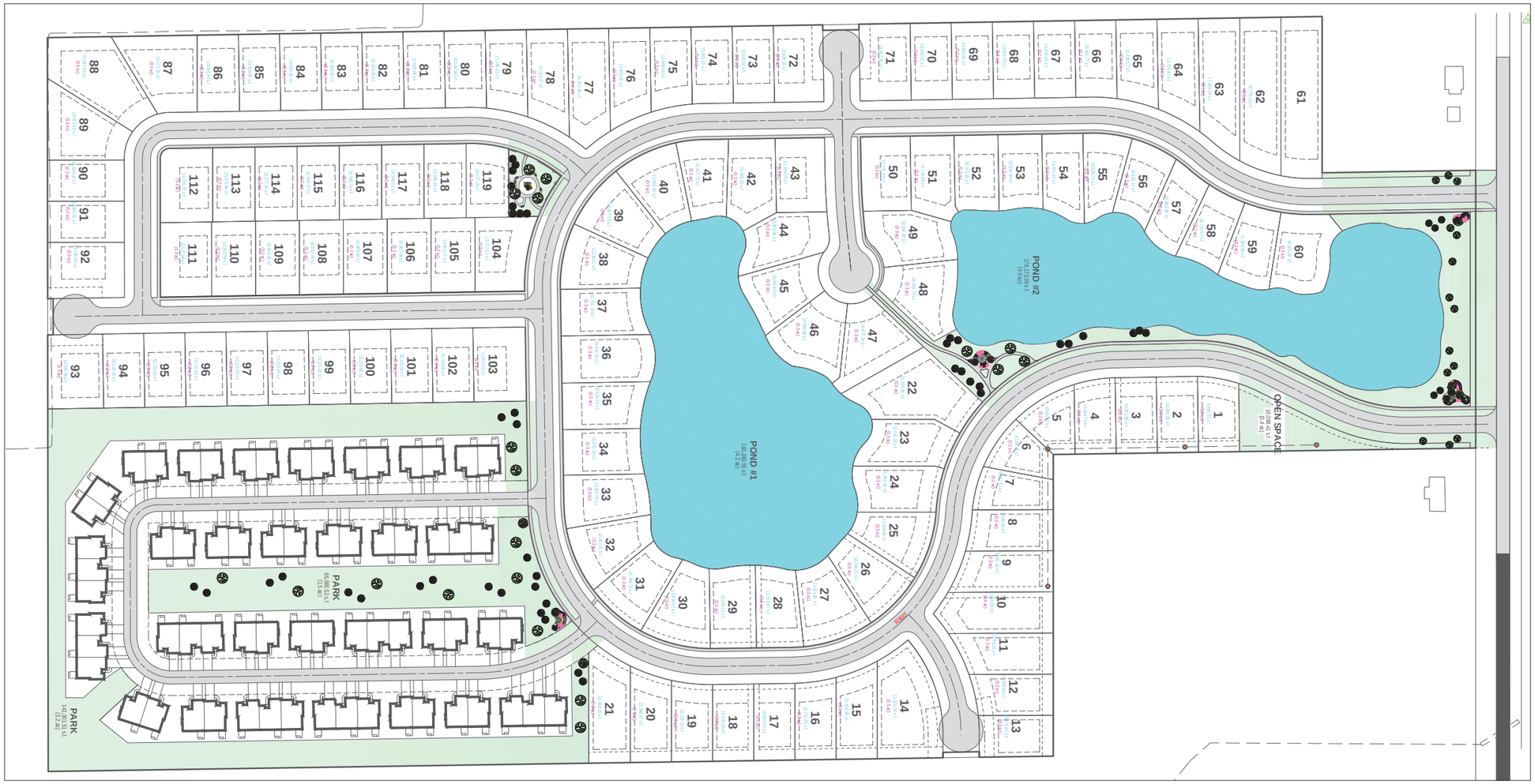
www.katerbergverhage.com

SCALE: 1" = 20'
DESIGNED BY:
CHECKED BY:
DATE: AUGUST 2015

LANDSCAPE PLANS
FOR
STONEWATER
GRAND HAVEN, MICHIGAN

JOB NUMBER:
DESIGN NUMBER:
SHEET NUMBER
2 OF **3**



North

PLAN REVISIONS

KATERBERG VERHAGE
Landscapes for Life
3717 Michigan NE
Grand Rapids, Michigan 49525
616.949.3030
www.katerbergverhage.com

SCALE:	1" = 100
DESIGNED BY:	
CHECKED BY:	
DATE:	AUGUST 2015

LANDSCAPE PLANS
FOR
STONEWATER
GRAND HAVEN, MICHIGAN

JOB NUMBER:	
DESIGN NUMBER:	
SHEET NUMBER	3 OF 3

NARRATIVE
STONEWATER PUD

Introduction

The proposed Stonewater Planned Unit Development (PUD) will consist of 118 single family dwellings, 42 two-family dwellings and 24 three-unit, multi-family dwellings (for a total of 184 units). The project will also include 14.77 acres of open space on a development area of 68.5 acres for a total of 21.6 percent open space. This PUD will result in a recognizable and substantial benefit to the ultimate users of the project and to the community as it designed to accomplish intent and objectives of Section 17.01 and Section 17.02 as well as further the goals of the Grand Haven Township Master Land Use Plan.

Section 15.1704.3.A

Site Plan Review Standards of Section 23.06.7. A-O

---

7. Site plans which relate to all uses or structures (permitted and special land uses) shall not be approved unless the Planning Commission affirmatively determines that each of the following standards have been fulfilled:

A. The uses proposed will not adversely affect the public health, safety, or welfare. Uses and structures located on the site shall take into account topography, size of the property, the uses on adjoining property and the relationship and size of buildings to the site. The site shall be developed so as not to impede the normal and orderly development or improvement of surrounding property for uses permitted in this Ordinance.

The proposed Stonewater PUD will enhance the public health, safety and welfare by substantially furthering the goals of the Grand Haven Charter Township Zoning Ordinance and Master Land Use Plan. The proposed project meets or exceeds the master plan's goals of residential density, preservation of natural features and provides a significant amount of open space. Additionally, public utilities are provided to the site in accordance with the Township's master utility plan.

B. Safe, convenient, uncontested, and well-defined vehicular and pedestrian circulation shall be provided for ingress/egress points and within the site. Drives, streets and other circulation routes shall be designed to promote safe and efficient traffic operations within the site and at ingress/egress points.

The proposed entrances onto Lincoln Street will meet local and county standards and will be subject to reviews and approval by the Ottawa County Road Commission. The proposed development provides two (2) means of connection onto Lincoln Street which ensures adequate emergency access to the neighborhood, and helps to disperse traffic flow. Additionally, the site has been designed with a well-connected street network, maximizing multiple points of internal access. Future development consideration for the adjoining properties has been properly contemplated, with public roads and public utilities stubbed to the south, east, and west.

C. The arrangement of public or private vehicular and pedestrian connections to existing or planned street in the area shall be planned to provide a safe and efficient circulation system for traffic within the Township.

The proposed PUD site has been designed with a safe and efficient circulation system to meet local and county standards and will be subject to reviews and approvals by the Ottawa County Road Commission. Additionally, the multiple access location onto Lincoln Street promote efficient traffic circulation and enhance emergency access.

D. Removal or alteration of significant natural features shall be restricted to those areas which are reasonably necessary to develop the site in accordance with the requirements of this Ordinance. The Planning Commission may require 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.

Substantial portions of the existing natural features on the site have been preserved or enhanced within the nearly 15 acres (14.77 acres) of designated permanent open space. Most of the natural features of the site were removed decades ago. Historic aerial photos reveal that the northerly portion of the site was farmed for many decades. Over the past 10-15 years, evergreen trees have been planted in this area and it is the goal of the developer to transplant many of the trees throughout the proposed site. The southern portion of the property was stripped of topsoil and a large amount of underlying sand was mined and removed from the site. Significant effort will be made to restabilize and revegetate this are with grass, tress, and other landscaping. In addition, the proposed PUD provides a picturesque view shed along Lincoln Street with a professionally landscaped property frontage significant view of the large four (4) acre pond.

E. Areas of natural drainage such as swales, wetlands, ponds, or swamps shall be 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.

The proposed Stonewater PUD does not contain areas of natural drainage or wetlands requiring protection and/or preservation.

F. The site plan shall provide reasonable visual and sound privacy for all dwelling units located therein, and adjacent thereto. Fences, walls, barriers, and landscaping shall be used, as appropriate, to accomplish these purposes.

The proposed Stonewater PUD has been designed to preserve natural vegetation around the perimeter and along Lincoln Street for reasonable visual and sound privacy for all dwellings units located within. Furthermore, the frontage along Lincoln Street will be supplemented with professional landscaping to accomplish these purposes. Finally, no unusually loud or clamorous uses are proposed for the site, as the proposed neighborhood will be in conformance with the density of land use designated in the Master Plan.

G. All buildings and groups of buildings shall be arranged so as to permit necessary emergency vehicle access as requested by the Fire/Rescue Department.

The proposed Stonewater PUD has been designed with well connected, safe and efficient street network and will be subject to review by both the Ottawa County Road Commission and the Township Fire Chief. The site has been carefully designed to promote inter-connected streets and pedestrian corridors, and there are two (2) entrances onto Lincoln Street.

H. All streets and driveways shall be developed in accordance with the Township Subdivision Control Ordinance, the Ottawa County Road Commission, or Michigan Department of Transportation specifications, as appropriate, unless developed as a private road in accordance with the requirements for private roads in this Ordinance or any other Township Ordinance. Except that the Planning Commission may impose more stringent requirements than those for the Road Commission or Department of Transportation with respect to driveway location and spacing. In addition, sidewalks may be required if determined to be necessary or appropriate for pedestrians and non-motorized vehicles.

As previously stated, the proposed PUD site has been designed with a safe and efficient circulation system to meet local and county standards and will be subject to reviews and approvals by the Ottawa County Road Commission.

I. Appropriate measures shall be taken to ensure that removal of surface water will not adversely affect neighboring properties of the public storm drainage system. Provisions shall be made to accommodate stormwater, prevent erosion and the formation of dust. The use of detention/retention ponds may be required. Surface water on all paved areas shall be collected at intervals so that it will not obstruct the flow of vehicular or pedestrian traffic or create puddles in paved areas. Catch basins may be required to contain oil filters or traps to prevent contaminants from being discharged to the natural drainage system.

The ponds, which serve primarily as useable Open Space for all the residents of the PUD, also will serve to treat and detain stormwater runoff. The detention of storm water within the ponds will restrict runoff to its pre-development rate (or less) in accordance with the requirements of the Ottawa County Water Resources Commissioner's Office. Surface runoff onto lots will be directed to the ponds via overland flow (for lots abutting the ponds) or via catch basin and storm sewers. Catch basins in the road will be provided with sediment sumps to prevent contaminants from being discharged into the proposed ponds.

J. Exterior lighting shall be arranged so that it is deflected away from adjacent properties and so that it does not interfere with the vision of motorists along adjacent streets. Lighting of buildings or structures shall be minimized to reduce light pollution and preserve the rural character of the Township.

Exterior lighting at the proposed Stonewater PUD will conform to Lighting Zone 2 (LZ2) requirements and all other applicable regulations within Section 20.A; therefore, it will not interfere with motorists and will be minimized to reduce light pollution and preserve the rural character of the Township.

K. All loading and unloading areas and outside storage areas, including areas for the storage of trash, which face or are visible from Residential Districts of public streets, shall be screened by a vertical screen consisting of structural or plant materials no less than six (6) feet in height. The finished side of any wall, fence, or other screen shall face adjacent properties.

Not applicable

L. Entrances and exits shall be provided at appropriate locations so as to maximize the convenience and safety for persons entering or leaving the site. The number of entrances to and exits from the site shall be determined with reference to the number of dwelling units or other land uses within the site, the nature and location of the surrounding streets, the effect of traffic in the area, nearby topography, and other factors. In those instances where the Planning Commission finds that an excessive number of ingress or egress points may occur on abutting street, thereby diminishing the carrying capacity of such street, and compromising public safety, the Planning Commission may limit such access points and require service access drives within the site.

The two (2) proposed entry roads into the Stonewater PUD have been reviewed by the Ottawa County Road Commission (OCRC) and have been found to be acceptable. Two, separate entrances have been provided to maximize the convenience and safety of the future residents.

M. Site plans shall conform to all applicable requirements of County, State, Federal, and Township statutes and ordinances. Approval may be conditioned on the applicant receiving necessary County, State, Federal, and Township permits before final site plan approval or an occupancy permit is granted.

Care has been taken to ensure the site plan for the proposed Stonewater PUD has been designed to conform to all applicable requirements of County, State, Federal, and Township statues and ordinances.

N. Appropriate fencing may be required by the Planning Commission around the boundaries of the development if deemed necessary to minimize or prevent trespassing or other adverse effects on adjacent lands.

The proposed Stonewater PUD has been designed to preserve natural vegetation around the perimeter and along Lincoln Street not only for visual and sound privacy for all dwellings units located within, but also to minimize any potential effects on adjacent lands. Fencing of individual yards will be allowed by individual homeowners, subject to the standards of the Homeowner's Association.

O. The general purposes and spirit of this Ordinance and the Master Plan of the Township shall be maintained.

The proposed use of this site is consistent with the goals and objectives of the Grand Haven Township Master Plan as this site is future planned to be medium density residential. The proposed density of the site is calculated to be approximately 2.6 units per acre. This density is not only in line with R-2 zoning district, which a future medium density residential designation corresponds with in the current zoning ordinance, but also meets the criteria of the allowable PUD density with the 8% density bonus for over 20% open space.

Section 15.1704.3.B

The Intent and Objectives and Qualifications for a PUD

15.1701 SECTION 17.01 INTENT AND OBJECTIVES

4. Any Planned Unit Development shall be designed to accomplish one or more of the following objectives:

A. To encourage the use of land in accordance with its natural character and adaptability;

The proposed Stonewater PUD has been designed to highlight the natural character of the land through the preservation of natural resources and providing significant amounts of open space. Substantial portions of the existing natural features on the site have been preserved or enhanced within the nearly 15 (14.77) acres of designated permanent open space. Evergreen trees have been planted on site and it is the goal of the developer to transplant many of the trees throughout the site. In addition, the proposed PUD provides a picturesque viewshed along Lincoln Street with a professionally landscaped front entrance and significant view of the large four (4) acre pond.

B. To promote the conservation of natural features and resources;

The proposed Stonewater PUD promotes the conservation of natural features and resources through the permanent designation of land as open space. The proposed PUD contains 14.77 acres of open space on a development area of 68.5 acres for a total of 21.6 percent open space. Most of the natural features of the site were removed decades ago. Historical aerial photos reveal that the northerly portion of the site was farmed for many decades. Over the past 10-15 years, evergreen trees have been planted in this area and it is the goal of the developer to transplant many of the trees throughout the proposed site. The southern portion of the property was stripped of topsoil and a large amount of underlying sand was mined and removed from the site. Significant effort will be made to restabilize and revegetate this area with grass, trees and other landscaping.

C. To encourage innovation in land use planning and development;

The proposed Stonewater PUD has been innovatively designed to provide three (3) distinct residential uses including single family detached dwelling units, two family attached dwelling units and multi-family attached dwellings units with three (3) units. This type of innovative design is only accomplished through a Planned Unit Development. Additionally, two (2) large ponds are provided. The southerly pond is proposed exclusively for lots 14-17 and 39-59, offering a quieter and more secluded environment for those homeowners. The northerly pond provides hundreds of feet of welcoming shoreline, and is available to enjoy for all the residents of Stonewater.

D. To promote the enhancement of housing, commercial and industrial employment, traffic circulation, and recreational opportunities for the residents of the Township;

The proposed Stonewater PUD will result in a recognizable and substantial benefit to the ultimate users of the project and to the community through housing and recreational opportunities, which include pedestrian connections throughout the site and access to the ponds for viewing and recreation. The proposed development provides two (2) means of connection onto Lincoln Street which ensures adequate emergency access to the neighborhood, and helps to disperse traffic flow. Additionally, the site has been designed with a well-connected street network, maximizing multiple points of internal access.

E. To promote and ensure greater compatibility of design and better use between neighboring properties;

The proposed Stonewater PUD will promote and ensure compatibility of design and better use between neighboring properties as it substantially furthers the residential density goals and objectives of the Grand Haven Charter Township Master Land Use while preserving natural features. Hunter Woods, a relatively high density residential development lies one parcel east at Lincoln Street and 152nd Avenue, and the Cutter Park Subdivision is situated immediately to the northeast of the proposed Stonewater PUD. The surrounding sites call for future residential development, and public utilities have been planned for the area.

F. To promote more economical and efficient use of the land while providing harmonious variety of housing choices and the integration of necessary commercial and community facilities; and

The proposed Stonewater PUD has been innovatively designed to provide an economical and efficient use of the land by providing a total of 184 housing units in three (3) distinct, yet harmonious styles while incorporating nearly 15 acres of permanently designated open space.

G. To promote the preservation of open space for parks, recreation or agriculture.

The proposed Stonewater PUD promotes the preservation of open space by permanently designating nearly 15 acres of open space on a development area of 68.5 acres for a total of 21.6 percent open space.

15.1702 SECTION 17.02 QUALIFICATIONS

1. A PUD shall not be accepted for consideration unless the following requirements are met:

A. The minimum size of a PUD shall be five (5) acres of contiguous land [...]

The proposed Stonewater PUD contains a total of 68.5 acres.

B. The proposed development must also demonstrate at least one (1) of the following conditions:

1) The PUD contains two (2) or more separate and distinct uses, for example, single family and multiple dwellings.

The proposed Stonewater PUD contains three (3) distinct residential uses including single family detached dwelling units, two family attached dwelling units and three unit attached dwellings.

2) The PUD site exhibits significant natural features encompassing more than twenty-five percent (25%) of the land area of the PUD which will be preserved as a result of the PUD plan, such as, but not limited to, dunes, wetlands, forested areas, etc.

While significant natural features are limited, the site has been agricultural in use and strip-mined years ago. Care will be taken to provide new vegetation and substantial, useable open space.

3) The PUD site has distinct physical characteristics which makes compliance with the strict requirements of this Ordinance impractical.

The proposed Stonewater PUD has permanently designated nearly 15 acres of open space on a development area of 68.5 acres for a total of 21.6 percent open space. Such a large preservation of land is best suited as a planned unit development in order to achieve the highest level of innovation and design. Additionally, the strict requirements of the zoning ordinance do not allow for two-unit and three-unit condominiums, which are an integral component of the proposed Stonewater PUD.

4) The proposed design of the PUD includes innovative development concepts that substantially forward the Intent and Objectives of Section 17.01, or permit an improved layout of land uses, roadways, or other site features that could not otherwise be achieved under normal zoning.

The proposed Stonewater PUD has been innovatively designed to provide three (3) distinct residential uses including single family detached dwelling units, two family attached dwelling units and multi-family attached dwellings units with three (3) units. This type of innovative design could not otherwise be achieved under normal zoning.

Section 15.1704.3.C

The General PUD Design Considerations of Section 17.05

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1. Infrastructure:

A. Storm sewers, drains, and/or retention and detention areas or natural water areas shall be located so as to properly accommodate stormwater on the site and prevent runoff to adjacent properties. The design of storm water management systems and drainage facilities shall be consistent with the groundwater protection strategies of the Township.

The two proposed ponds, which serve primarily as useable open space for all the residents of the PUD, also will serve to detain stormwater runoff. The detention of storm water within the ponds will restrict runoff to its pre-development rate (or less) in accordance with the requirements of the Ottawa County Water Resources Commissioner's Office. Surface runoff onto lots will be directed to the ponds via overland flow (for lots abutting the ponds) or via catch basin and storm sewers. Catch basins in the road will be provided with sediment sumps to prevent contaminants from being discharged into the proposed ponds.

B. The proposed use(s) shall not interfere with or unduly burden water supply facilities, sewage collection and disposal systems, school facilities, park and recreational facilities, and other public services.

The proposed use of this site is consistent with the goals and objectives of the Grand Haven Township Master Plan as this site is future planned to be medium density residential. The proposed density of the site is calculated to be approximately 3.4 units per acre which is in line with the R-2 zoning district and a future medium density residential designation. In fulfilling the goals and objectives of the Master Plan and not exceeding the desired density and by connecting to the sanitary sewer and watermain that have been planned long ago for this site, the proposed Stonewater PUD will not unduly burden any public services.

C. Utility services within the proposed PUD shall be underground, including but not limited to electricity, gas lines, telephone, cable television, and public water and sanitary sewer.

All public and private utility services with the proposed Stonewater PUD will be buried.

D. The road system in a PUD shall be designed to limit destruction of existing natural vegetation, and decrease the possibility of erosion.

A substantial perimeter buffer of trees will be preserved around the development, and site design and construction will conform to the requirements of the Ottawa County Soil Erosion and Sedimentation Control Office. "Best Management Practices" (such as silt fences, cobbles/stones at pipe outlets, grassed erosion control matting, etc.) will be employed to minimize and prevent erosion both onsite and offsite. Additionally, development of the site will serve to stabilize the existing raw areas of land within the property where previous mining operations and recreational vehicles have destabilized the vegetation.

E. Vehicular circulation, traffic, and parking areas shall be planned and located to minimize effects on the occupants and users of the PUD and to minimize hazards to adjacent properties and roadways.

The proposed Stonewater PUD has been designed with a safe and efficient circulation system to meet local and county standards, to minimize effects on the occupants and users of the PUD, and to minimize hazards to adjacent properties and roadways.

F. Parking requirements for each use shall be determined in accordance with Chapter 24 (Parking, Loading Space, and Signs).

Parking for all three (3) residential use styles will be provided for through attached garages and corresponding driveways in accordance in Section 24.02(4) and in accordance with the proposed deed restrictions for the PUD. The proposed development provides two (2) means of connection onto Lincoln Street which ensures adequate emergency access to the neighborhood, and helps to disperse traffic flow. Additionally, the site has been designed with a well-connected street network, maximizing multiple points of internal access. Future development consideration for the adjoining properties has been properly contemplated, with public roads and public utilities stubbed to the south, east, and west.

G. Street lighting shall be installed in the same manner as required under the Grand Haven Charter Township Subdivision Control Ordinance.

Exterior lighting at the proposed Stonewater PUD will conform to Lighting Zone 2 (LZ2) requirements and all other applicable regulations within Section 20.A of the Zoning Ordinance and also the requirements of the Grand Haven Charter Township Subdivision Control Ordinance.

2. Building and Grounds:

A. The proposed buildings within the PUD, including consideration for bulk, placement, architecture, and type of materials shall be compatible with like buildings within the PUD as well as generally compatible with buildings in the general vicinity.

1) Buildings shall be sited to protect natural features. Natural features such as natural grade, trees, vegetation, water bodies, and others are encouraged to be incorporated into the site plan.

The proposed Stonewater PUD has been designed to protect or enhance natural features and accommodate a significant amount of open space. As previously noted, many of the natural features of the site were removed long ago. Along with construction of new buildings, the site will be revegetated with grass, trees, shrubs and other landscaping.

2) Mechanical equipment and service areas shall be visually screened from adjacent properties, public roadways, or other public areas. Architectural designs for buildings shall include design features to contain and conceal all heating, ventilation, air conditioning units, trash enclosures, dumpsters, loading docks and service yards.

The proposed Stonewater PUD is an entirely residential PUD. Dumpsters, loading docks, and service yards will not be permitted. Heating, ventilation, and air conditioning units will be concealed using typical residential design and construction techniques.

3) Buildings with exterior walls greater than fifty (50) feet in horizontal length shall be constructed using a combination of architectural features and a variety of building materials and landscaping near the walls.

The future homes within the proposed Stonewater PUD will use a combination of architectural features, building articulation, generous windows, a variety of materials, and have landscaping near the walls.

4) **Walls which can be viewed from public streets shall be designed using architectural features, such as recesses, projections, wall insets, arcades, window display areas, awnings, balconies, window projections, landscape structures or other features that complement the design intent of the structure and landscaping abutting the building for at least fifty percent (50%) of the wall length. Other walls shall incorporate architectural features and landscaping for at least thirty percent (30%) of the wall length.**

The proposed Stonewater PUD is an entirely residential PUD, however, the residences will utilize on-site landscaping and architectural features subject to a review committee to accent the homes and complement the design intent.

5) **On-site landscaping shall abut the walls so that the vegetation combined with the architectural features significantly reduce the visual impact of the building mass as viewed from the street.**

The proposed Stonewater PUD utilizes open space and a picturesque view of the proposed pond to enhance the view from the street. Homesites are planned to be at least 250 feet from Lincoln Street. Within the proposed PUD, each home site will utilize on-site landscaping to accent the home as viewed from the street.

6) **The predominant building materials should be those characteristic of Grand Haven Township such as brick, wood, native stone and tinted/textured concrete masonry units and/or glass products. Other materials such as smooth-faced concrete block, undecorated tilt-up concrete panels, or pre-fabricated steel panels should only be used as accents and not dominate the building exterior of the structure. Metal roofs may be allowed if compatible with the overall architectural design of the building.**

The future homes within the Stonewater PUD will be constructed with high quality materials and utilize many of the building materials characteristic to Grand Haven Township.

7) **Exterior colors shall be of low reflectance, subtle, neutral or earth tone colors. High intensity colors such as black, neon, metallic or fluorescent for the facade and/or roof of the building are prohibited except as approved for building trim.**

The future homes within the Stonewater PUD will not be constructed with any high intensity colors.

B. Landscaping, natural features, open space, and other site amenities shall be located so as to be convenient to the occupants or visitors to the PUD.

While the proposed Stonewater PUD shows four (4) separate dedicated open space areas, all properties within the PUD, including visitors, may utilize any of the open space areas. Adequate access to each open space area is provided at a public road and not abutting any build sites. All residents of the PUD will be allowed access to the large, northerly pond, its beach area and the community pavilion area.

C. The PUD shall be reasonably compatible with the natural environment of the subject premises and adjacent premises.

A substantial perimeter buffer of trees will be preserved around the development, where possible, and site design and construction will conform to the requirements of the Ottawa County Soil Erosion and Sedimentation Control Office. "Best Management Practices" (such as silt fences, cobbles/stones at pipe outlets, grassed erosion control matting, etc.) will be employed to minimize and prevent erosion both onsite and offsite. Additionally, development of the site will serve to stabilize the existing raw areas of land within the property where recreational vehicles have destabilized the vegetation.

D. The PUD shall not unduly interfere with the provision of adequate light or air, nor overcrowd land or cause a severe concentration of population.

The proposed density of the Stonewater PUD is calculated to be approximately 2.6 units per acre. This density is not only in line with R-2 zoning district, which a future medium density residential designation corresponds with in the current zoning ordinance, but also meets the criteria of the allowable PUD density with the 8% density bonus for over 20% open space. Therefore, the land will not be overcrowded nor will there be a severe concentration of population.

E. Exterior lighting shall be regulated in accordance with Section 20.A in this Ordinance.

Exterior lighting at the proposed Stonewater PUD will conform to Lighting Zone 2 (LZ2) requirements and all other applicable regulations within Section 20.A.

F. No outside storage of materials shall be permitted unless screened as outlined in Section 20.11 (Screening Requirements).

The proposed Stonewater PUD is an entirely residential PUD in a residential zoned area, therefore, there are no screening requirements per Section 20.11.

G. Signs in a Commercial, Industrial, or Mixed-Use PUD shall be regulated by Chapter 24 (Parking, Loading Space, and Signs), unless specific modifications are made by the Township Board, after recommendation from the Planning Commission.

Not applicable

3. General Considerations:

A. The proposed PUD shall not have a substantially detrimental effect upon, nor substantially impair the value of, neighborhood property.

This PUD will result in a recognizable and substantial benefit to the ultimate users of the project and to the community by substantially furthering the goals of the Grand Haven Charter Township Zoning Ordinance and Master Land Use Plan. Therefore, it shall not be detrimental nor substantially impair the value of neighborhood property.

B. The proposed development shall be 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.

Care has been taken to ensure the proposed Stonewater PUD has been designed to conform to all applicable requirements of County, State, Federal, and Township laws and regulations.

4. Access Provisions:

A. A maximum of one (1) driveway or street opening per existing public street frontage shall be permitted for the PUD. Additional driveways may be permitted provided that such drive is constructed and permitted to share access with other uses within the PUD, or an adjoining principal use or existing lot.

The proposed Stonewater PUD has two (2) points of ingress and egress on Lincoln Street, which have both been approved by the Ottawa County Road Commission. The property spans over 500 feet of frontage along Lincoln Street and will serve 184 dwelling units.

B. The Planning Commission may permit additional driveways, if justified by a professional traffic study provided by the applicant or owner indicating the need for such additional driveways.

The proposed Stonewater PUD has two (2) points of ingress and egress on Lincoln Street, which have both been approved by the Ottawa County Road Commission. The property spans over 500 feet of frontage along Lincoln Street and will serve 184 dwelling units.

C. Parking lots and driveways providing access to corner lots shall be required to gain sole access from the lesser traveled of the two (2) intersecting streets. For the purposes of this paragraph, lesser traveled shall mean the street having the lowest daily traffic volume, or as may be determined by the Planning Commission where traffic count information is not available or was counted more than two (2) years prior to the date of the application submission.

Not applicable

5. Open Space Requirements:

A. To the extent possible, dedicated open space areas shall be continuous and contiguous throughout the PUD with adequate access, through easements or other similar arrangements, such that all properties within the entire PUD may utilize the available open space. Adequate access will be determined to exist if a minimum of 25% of the space is not abutted by building sites but, rather, is open to the residents of the development so that they can walk into the open space area.

While the proposed Stonewater PUD shows four (4) separate dedicated open space areas, all properties within the PUD may utilize any of the open space, with the exception of the southerly pond. Adequate access to the open space areas is maintained as at least twenty-five (25) percent of each area is open and not abutted by building sites.

B. Open space areas shall be large enough and of proper dimensions so as to contribute significantly to the purpose and objectives of the PUD.

Each area of open space within the proposed Stonewater PUD contributes significantly to the purpose of the PUD and overall permanently designated open space. Open space areas include natural green space and open park areas, pond areas and even space dedicated as a play area for children. Each of these areas are not only large enough to contribute significantly to the purpose and objectives of the PUD, but also varied in style to provide desirable open space to all potential future residents.

C. Designated open space shall consist of contiguous land area which is restricted to non-developmental uses. The following land within the boundaries of a PUD shall not be included as meeting the requirements for open space:

1) Any area which is used for roads, streets, alleys, right-of-way easements, etc.

Roads, streets, alleys, right-of-way easements are not counted toward open space.

2) Any area devoted to a building lot, accessory use or building, vehicle parking, and any approved land improvement.

Building lots, accessory uses or buildings, vehicle parking, and any approved land improvements are not counted toward open space.

3) Any area less than fifty (50) feet in width, unless specifically permitted by the Planning Commission.

All areas counted toward the open space are more than 50 ft in width, with the exception of two access points into the open space, which are 30 ft in width. Only those areas greater than 50 ft have been counted toward the required open space.

D. Any significant natural features of the land shall be included within the designated open spaces. Examples include: dunes, wetlands, woodlands, steep slopes, etc.

The proposed Stonewater PUD has been designed to protect or enhance natural features and accommodate a significant amount of open space. As previously noted, many of the natural features of the site were removed long ago. Along with construction of new buildings, the site will be revegetated with grass, trees, shrubs and other landscaping.

E. Minor structures or buildings which are accessory to the designated open space may be erected in accordance with the requirements of Section 20.03 (Accessory Buildings and Structures).

Playground equipment and a small pavilion area are proposed to create a more active open space.

F. Designated open space shall be under common ownership or control, so a single entity has proprietary responsibility. Documentation of ownership or control shall be provided to the Township.

Upon approval of the proposed Stonewater PUD, permanently designated open space shall be placed under common control per Sec. 17.05, 5, G below.

G. Designated open space shall be set aside by means of a conveyance approved by the Township Board. The conveyance shall state and outline:

1) that the open space is protected from all forms of development except as shown on the approved site plan;
2) that the open space shall not be changed to another use without the consent of the Township;
3) the proposed allowable use of the designated open space;
4) that the designated open space is maintained by the parties who have an ownership interest in the open space;
5) the scheduled maintenance of the open space; and,
6) that the maintenance of the open space may be undertaken by the Township in the event that the open space is inadequately maintained or becomes a nuisance. Further that, any costs incurred by the Township for such maintenance shall be assessed against the property owners.

Conveyance of the Open Space will conform to the above requirements.

6. Transition Areas.

A. Where the PUD abuts a single family residential district, the Township Planning Commission or Board may require a transition area.

The proposed Stonewater PUD is an entirely residential PUD in a residential zoned area, therefore, no formal transition areas should be required. In addition, the PUD has been designed to preserve natural vegetation around the perimeter and for privacy for all dwellings units located within and to minimize any potential effects on adjacent lands.

B. A required transition area may consist of one (1) or more of the following:

1) **A row of single-family lots or condominium sites within the PUD similar to the adjacent single family development in terms of density, lot area, lot width, setbacks and building spacing.**
2) **Woodlands, natural features or a landscaped greenbelt sufficient to provide an obscuring effect.**
3) **Open or recreation space sufficient in depth to provide adequate separation.**
4) **Significant changes in topography which provide an effective buffer.**

The proposed Stonewater PUD has been designed to preserve natural vegetation around the perimeter and along Lincoln Street for reasonable visual and sound privacy for all dwellings units located within.

C. Grading within the transition area shall be minimal unless needed to provide effective buffering or accommodate drainage. If the grade change is to be varied by more than three (3) feet, the site plan shall include cross sections illustrating existing and proposed grades in relation to existing and proposed building heights.

It is the intent of the development to minimize grading near the perimeter of the site and to preserve perimeter vegetation where practical. The site contains several small hills throughout the property. These small hills will be leveled to create buildable sites and an appropriately graded roadway.

Section 15.1704.3.D

Consistent with the Goals and Objectives of the Grand Haven Charter Township Master Land Use Plan

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The proposed use of this site is consistent with the goals and objectives of the Grand Haven Township Master Plan as this site is future planned to be medium density residential. The proposed density of the site (less the permanently designated open space) is calculated to be approximately 3.4 units per acre. This density is in line with R-2 zoning district, which a future medium density residential designation corresponds with in the current zoning ordinance.

MASTER DEED

STONEWATER CONDOMINIUMS

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

OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____

(1) Master Deed establishing Stonewater Condominiums, a Condominium Project.

(2) Exhibit "A" to Master Deed: Condominium Bylaws of Stonewater Condominiums.

(3) Exhibit "B" to Master Deed: Condominium Subdivision Plan for Stonewater Condominiums.

(4) Exhibit "C" to Master Deed: Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act.

(5) Exhibit "D" to Master Deed: Mortgagee Consent to Submission to Condominium Ownership.

(6) Exhibit "E" to Master Deed: Grand Haven Township Ordinance No. ____, establishing the Project as a Planned Unit Development.

No interest in real estate being conveyed hereby, no revenue stamps are required.

This Master Deed Drafted By:

TODD A. HENDRICKS
RHOADES McKEE, PC
55 Campau Avenue, N.W., Suite 300
Grand Rapids, MI 49503

Return to Draftsman After Recording.

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MASTER DEED

STONEWATER CONDOMINIUMS

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

This Master Deed is made and executed on this ____ day of _____, 2015, by Lincoln Street Holdings, LLC, a Michigan limited liability company, of 3115 Railway Drive, Byron Center, Michigan 49315 (the "Developer").

WITNESSETH:

WHEREAS, the Developer is engaged in the construction of a condominium project to be known as Stonewater Condominiums (the "Project"), located in the Township of Grand Haven, Ottawa County, Michigan on the parcel of land described in Article II; and

WHEREAS, the Developer desires, by recording this Master Deed together with the Condominium Bylaws attached hereto as Exhibit "A" and the Condominium Subdivision Plan attached as Exhibit "B" (both of which are hereby incorporated by reference and made a part hereof), to establish the real property described in Article II, together with the improvements located and to be located thereon and the appurtenances thereto, as a condominium project under the provisions of the Michigan Condominium Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Stonewater Condominiums as a condominium project under the Act and does declare that the Project will be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed, all of which will be deemed to run with the land and will be a burden and a benefit to the Developer, its successors and assigns, and to any persons acquiring or owning an interest in the Project, their grantees, successors, heirs, personal representatives, administrators and assigns. In furtherance of the establishment of the Project, it is provided as follows:

ARTICLE I
NATURE OF PROJECT

As the Developer of Stonewater Condominiums, Lincoln Street Holdings, LLC, a Michigan limited liability company, has established this Master Deed to provide a governance structure and a flexible system of standards and procedures for the overall development, expansion, administration, maintenance and preservation of Stonewater Condominiums. An integral part of the development plan is the creation of Stonewater Condominiums Condominium Association, a Michigan non-profit corporation, to operate and/or maintain various common elements and common areas and to ultimately administer and enforce this Master Deed and the other Condominium Documents referenced in this Master Deed.

Stonewater Condominiums consists of condominium units designed and intended for separate ownership and use for residential purposes, as set forth completely in the Condominium Subdivision Plan. Each Unit is capable of individual utilization by having its own access to the Common Elements of the Project. All Units and other improvements depicted on the Condominium Subdivision Plan are "need-not-be-built" items. Stonewater Condominiums does not contain any "must-be-built" items.

The number, size, style and/or location of Units or of any Limited Common Element appurtenant to a Unit may be modified from time to time, in the Developer's sole discretion, by amendment affected solely by

the Developer or its successors without the consent of any Co-owner, mortgagee or other 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 or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element; provided, that no Unit (or a Limited Common Element appurtenant to such Unit) which has been sold or is subject to a binding Purchase Agreement shall be modified without the consent of the Co-owner or purchaser and Mortgagee thereof. No Unit modified in accordance with this paragraph shall be conveyed, however, until an amendment to the Master Deed duly reflecting all material changes has been recorded. All Co-owners, mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to any amendment to amendments necessary to effectuate the foregoing. All such interested persons irrevocably appoint Developer and its successors as agent and attorney for the purpose of executing such amendments to the Master Deed and all other Condominium Documents as may be necessary to effectuate the foregoing. Notwithstanding the foregoing, no change shall be made to the Project's Final Development Plan without the prior approval of Grand Haven Township, as provided in the Grand Haven Township Ordinance No. ____, (the "PUD Ordinance"). The Project was approved by Grand Haven Township in accordance with the provisions and limitations of the PUD Ordinance, a copy of which is attached hereto as Exhibit E and is fully incorporated herein by reference.

The initial phase of the Project consists of _____ (___) individual condominium units, as set forth completely in the Condominium Subdivision Plan, and each Unit is capable of individual utilization by having its own access to the Common Elements of the Project. Access to all Units in the Project shall be by means of the private road and driveway system constructed to serve the Units. In accordance with the rights reserved in Article X, the Developer may, in its discretion, expand the Project in one or multiple phases of construction, to contain up to a total of _____ (___) Units. Each Co-owner in the Project will have a particular and exclusive property right to the Co-owner's Unit and the Limited Common Elements appurtenant thereto, and will have an undivided and inseparable right to share with other Co-owners the General Common Elements of the Project as designated by this Master Deed.

ARTICLE II
LEGAL DESCRIPTION

The land which is hereby submitted to condominium ownership pursuant to the provisions of the Act is described as follows:

[Insert final legal description for Stonewater Condominiums]

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The property submitted to condominium ownership by this Master Deed and by any future amendment to this Master Deed is subject to local zoning, building and use ordinances, to easements, restrictions and agreements of record, to the rights of the public, and of any governmental unit in any part of the property taken, used or deeded for street or highway uses, and to matters which may be shown on an accurate survey. The Developer does not warrant title to any improvements or property located outside of the land area described in Article II.

ARTICLE III
DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B attached hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, Association Bylaws and Rules and Regulations of Stonewater Condominiums Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in the Project. As used in such documents, unless the context otherwise requires:

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

(b) Administrator. "Administrator" means the Michigan Department of Labor and Economic Growth, designated to serve in such capacity by the Act.

(c) Association. "Association" means Stonewater Condominiums Condominium Association, a Michigan non-profit corporation organized under the laws of Michigan, of which all Co-owners will be members, which corporation will administer, operate, manage and maintain the Project. Any action required of or permitted to the Association shall be exercisable by its Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

(d) Bylaws and Exhibit A. "Bylaws" and "Exhibit A" means the Bylaws for the Condominium Association attached to this Master Deed which set forth the rights and obligations of the Co-owners and are required by the Act to be recorded as part of this Master Deed and the Bylaws also constitute the corporate bylaws of the Association as provided under the Michigan Nonprofit Corporation Act.

(e) Common Elements. "Common Elements" where used without modification, means the portions of the Project other than the Condominium Units, including all General and Limited Common Elements described in Article IV.

(f) Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits "A" and "B" attached hereto, and the Articles of Incorporation and rules and regulations, if any, of the Association.

(g) Condominium Property. "Condominium Property" means the land described in Article II, as amended, together with all easements, rights and appurtenances.

(h) Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit "B" attached hereto.

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

(j) Co-owner. "Co-owner" means the person, firm, corporation, partnership, association, trust, limited liability company or other legal entity or any combination thereof who or which owns a Condominium Unit in the Project. The term "Owner", wherever used, will be synonymous with the term "Co-owner". If a Unit is sold pursuant to a land contract that grants possession of the Unit to the vendee, the land contract vendee will be the Co-owner of that Unit so long as such land contract is executory, except as otherwise provided in the land contract if a copy of the land contract is filed with the Association and except that the land contract vendor and vendee will have joint and several responsibility for assessments by the Association.

(k) Developer. "Developer" means Lincoln Street Holdings, LLC, a Michigan limited liability company, which has made and executed this Master Deed, its successors and assigns. Both successors and assigns will always be deemed to be included within the term "Developer" whenever, however and wherever used in the Condominium Documents, unless specifically stated otherwise.

(l) Development Period. "Development Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale.

(m) General Common Elements. "General Common Elements" means those Common Elements of the Project described in Article IV, Part A, below, which are for the use and enjoyment of all Co-owners.

(n) Limited Common Elements. "Limited Common Elements" means those Common Elements of the Project described in Article IV, Part B, below, which are reserved for the exclusive use of the Co-owners of a specified Unit or Units.

(o) Master Deed. "Master Deed" means this instrument, together with the exhibits attached hereto and all amendments thereof, by which the Project is submitted to condominium ownership.

(p) Percentage of Value. "Percentage of Value" means the percentage assigned to each Unit which is determinative of the value of a Co-owner's vote at meetings of the Association and the proportionate share of each Co-owner in the Common Elements of the Project and the proceeds and expenses of administration.

(q) Project. "Project" or "Condominium" means Stonewater Condominiums, which is a condominium development established in accordance with the provisions of the Act.

(r) PUD Ordinance. "PUD ordinance" means Grand Haven Township Ordinance No. ____, which is attached hereto as Exhibit E, establishing the Project as a Planned Unit Development.

(s) Stonewater. "Stonewater" means a single family residential platted development established in accordance with the provisions of the Land Division Act, which platted development is being developed in accordance with the PUD Ordinance.

(t) Stonewater Property Owner's Association. "Stonewater Property Owner's Association" means a Michigan non-profit corporation organized under the laws of Michigan, of

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which all lot owners within Stonewater will be members, which corporation will administer, operate, manage and maintain such platted development.

(u) Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes that may be cast by eligible Co-owners unaffiliated with the Developer exceed the number of votes which may be cast by the Developer.

Whenever any reference herein is made to one gender, the same will include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular or the plural, a reference will also be included to the other where the same would be appropriate.

ARTICLE IV
COMMON ELEMENTS

A. GENERAL COMMON ELEMENTS.

The General Common Elements are:

(1) The real property described in Article II of this Master Deed, excluding those portions within the boundaries of any Unit or designated as Limited Common Elements in Part B below, but including any appurtenances thereto, such as beneficial easements, and any improvements to the real property, such as trees, lawns, yards, shrubs, entrance area improvements, walking paths and other plantings, outside street lighting, and signs;

(2) Common access roads and drives, utility rights-of-way, and sidewalks as indicated on the attached Exhibit B;

(3) The electrical, telephone, and/or cable television wiring networks throughout the common areas of the Project, up to the point of passage through Unit perimeter walls;

(4) The plumbing and gas line networks throughout the common areas of the Project, up to the point of passage through Unit perimeter walls;

(5) The water distribution system, sprinkling system, sanitary sewer system, and storm water management system serving the Project, up to the point of passage through Unit perimeter walls;

(6) The structural components (including foundations and structural columns) of all building construction (including windows and doors therein) depicted on Exhibit B, the roofs, ceilings, skylights, if any, located in a building, Unit perimeter walls, and any space between the ceiling and the roof, and between levels of construction; and

(7) Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep or safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company providing the pertinent service. Accordingly, such utility lines, systems and equipment will be General Common Elements only to

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the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

B. LIMITED COMMON ELEMENTS.

Limited Common Elements will be subject to the exclusive use and enjoyment of the Co-owners of the Unit or Units to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

(1) The pipes, ducts, wiring and conduits located entirely within a Condominium Unit and servicing only such Unit;

(2) The deck, patio, three season porch and/or balcony appurtenant to each Unit in the Project;

(3) The separate furnace, water heater, air conditioner and/or compressor located within or adjacent to a Unit and serving only such Unit exclusively;

(4) Garage interior spaces, and the interior surfaces of garage walls, ceilings and floors;

(5) The driveway leading to the garage and the sidewalk leading to the porch, which are appurtenant to the unit or units which they service;

(6) The portion of the interior wall of each Unit containing furnace and hot water heater flues and plumbing and other lines and equipment, and the portion of the perimeter walls which contain fire place flues, which areas are restricted in use to the Co-owner of the Unit which benefits therefrom;

(7) The mailbox serving each Unit; and

(8) The interior surfaces of Unit and Limited Common Element perimeter walls (including windows and doors therein), the interior surfaces of the ceilings and floors contained within a Condominium Unit or the appurtenant Limited Common Elements.

In the event no specific assignments of the common elements described herein have been made in the Condominium Subdivision Plan, the Developer reserves the right to designate each such space as a Limited Common Element appurtenant to a particular Unit by subsequent amendment or amendments to this Master Deed. The Co-owners and mortgagees of Condominium Units and all other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments, and hereby irrevocably appoint the Developer or its successor(s) as agent and attorney for the purpose of executing any such amendment or amendments to the Master Deed.

C. MAINTENANCE.

Responsibility for the maintenance, cleaning, decoration, repair and replacement of the Common Elements and for the payment of utility bills is allocated as follows:

(1) The costs of maintenance, cleaning, decorating, repairing and replacement of all improvements within a Unit (and exterior windows) will be borne by the Co-owner of the Unit. All exterior glass replacement shall be the responsibility of the Unit Co-owner.

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(2) The costs of maintenance, cleaning, decorating, repairing and replacement of all General Common Elements shall be borne by the Association, except to the extent of maintenance, repair, or replacement due to the act or neglect of a Co-owner or his or her agent, family member, invited or uninvited guest or invitee, or animals kept by any of them, for which such Co-owner shall reimburse the Association upon demand. Any such unpaid charges may be assessed against the Co-owner and collected by the Association in accordance with the Bylaws attached hereto as Exhibit A. It shall be the responsibility of the Association to fully maintain, repair, replace, and snow plow the full width of the private road and driveway system within the Project so as to afford continuous access and safe and unimpeded passage for vehicles (including emergency vehicles) and pedestrians at all times and under all weather conditions. The Private Road shall be snowplowed as often as necessary to keep it reasonably passable for motor vehicles, especially for emergency motor vehicles. All Co-owners shall be jointly and severally responsible for the costs of maintenance, repair, replacement, and snow removal pertaining to the private road and driveway system within the Project, in accordance with their Percentage of Value. No public funds of Grand Haven Township will be used to initially build the Private Road. The Association shall indemnify, save, and hold Grand Haven Township, and its officers, employees, and agents, harmless from any and all claims for personal injury and/or property damage arising out of the failure to properly maintain, repair, and replace the private road and driveway system within the Project. If the Association fails to maintain and repair the private road for a period of thirty (30) days after the Township has given written notice to the Association of such failure, then the Township may perform reasonably necessary maintenance of the private road, in its sole discretion, and may assess the Association for the costs of such maintenance, including the cost of engineering and administration. The Township may, in its sole discretion, enforce the terms of this paragraph by any lawful means. Furthermore, it shall be the responsibility of the Association to ensure that all storm water drainage facilities and improvements serving the Project are regularly maintained in proper functioning condition.

(3) The costs of maintenance, cleaning, decorating, repairing and replacement of all Limited Common Elements, for which responsibility is not otherwise herein specifically assigned, shall be borne by the Co-owner(s) of the Unit to which such Limited Common Elements appertain, except that the painting and/or staining of deck, patio, three season porch and/or balcony identified in B2 above; and the structural repair and replacement of the driveways and sidewalks identified in B5 above, shall be the responsibility of the Association.

(4) Each Co-owner shall be responsible for payment of the utilities attributable to his or her Unit.

(5) A Co-owner may make improvements or modifications to the Co-owner's Unit, at his or her expense, if the purpose or modification is to facilitate access or movement within the unit for persons with disabilities who reside in or regularly visit the unit, in accordance with the provisions of Section 47a of the Act. No such improvement shall be made until the plans and specifications therefor have first been approved by the Association.

D. Reassignments of Limited Common Elements.

A Limited Common Element may be re-assigned, upon notice to any affected mortgagee, by written application to the Board of Directors of the Association by all Co-owners whose interest will be affected thereby. Upon receipt of such application, the Board shall promptly prepare or cause to be prepared and executed an amendment to this Master Deed assigning and/or reassigning all rights and obligations with respect to the Limited Common Elements involved, and shall deliver such amendment to the Co-owners of the Units affected upon payment by them of all reasonable costs for the preparation and recording thereof.

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E. Condominium Unit Use.

Except as set forth herein, Condominium Units will not be separable from the Common Elements appurtenant thereto, and will not be used in any manner inconsistent with the purposes of the Project or in any other way which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his or her Unit or the Common Elements appurtenant thereto. Co-Owners shall not tamper with, cut off, and otherwise disturb utility facilities located within Common Elements without the prior written approval of the Developer during the Development Period, and thereafter the Association. The decoration and maintenance of all Common Elements is subject to the provisions of the Bylaws and to such written standards as may be established in accordance with the Condominium Documents.

ARTICLE V
DESCRIPTION AND PERCENTAGE OF VALUE

A. Description of Units.

A complete description of each Condominium Unit in the Project, with elevations therein referenced to an official bench mark of the United States Geological Survey sufficient to relocate accurately the space enclosed by the description without reference to the Unit itself, is set forth in the Condominium Subdivision Plan, as prepared by Nederveld Engineering. Each Unit shall include all that space contained within the interior finished, unpainted walls and ceilings and from the finished subfloor, excluding any Common Elements contained therein, all as depicted on the floor plans and sections in Exhibit B. In the event that the dimensions on the measured foundation plan of any Unit differs from the dimensions on the typical foundation plan for such Unit shown on Exhibit B, then the typical floor plan for such Unit or Units shall be deemed to be automatically revised for such specific Unit in the same matter and to the same extent as the measured as-built foundation plan. The architectural plans for the Project were approved by and filed with Grand Haven Township, Ottawa County, Michigan, prior to the establishment of the Project.

B. Percentage of Value.

The percentage of value assigned to each unit will be equal. The determination that percentages of value should be equal is made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit will be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of the Association. The total value of the project is One Hundred Percent (100%). In the event the Developer elects to expand the Project in the Proposed Future Development pursuant to Article X, such expansion would result in a change in the actual Percentage of Value attributable to each Unit currently included in the Project, however such Percentage of Value would remain equal to each other.

ARTICLE VI
EASEMENTS

A. General Easements. Every portion of a Condominium Unit which contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of the Common Elements. 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 such encroachment for so

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long as such encroachment exists, and for the maintenance thereof after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association for emergency maintenance and repair of Common Elements, and there shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) 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 opening and repairing any wall of the Project to install, repair or maintain such services shall be an expense of administration assessed against all Co-owners in accordance with the Condominium By-laws. The Developer, the Association and all public and private utilities providing service to the Project shall have perpetual, non-exclusive easements on, over, through, across and under the Project as may be necessary or appropriate for (a) carrying out their duties under the Condominium Documents, (b) for inspecting a Unit and Common Elements to confirm their compliance with the Condominium Documents, (c) for enforcing the terms and conditions of the Condominium Documents, and (d) as may be reasonable for the installation, inspection, maintenance, repair and replacement of all utilities in the Project. Any costs incurred in opening and repairing any wall, floor, or ceiling to undertake such installation, repair, replacement or maintenance shall be an expense of administration of the Association assessed against all Co-owners in accordance with the Bylaws. The Developer reserves the right to create easements within any portion of the Project's Common Elements for the benefit of the Proposed Future Development, regardless if the Project is expanded to include all or any portion of the Proposed Future Development.

B. Specific Easements. In addition to the general easements identified in paragraph A above, an Easement for Public and Private Utilities is hereby created within the private drives and road right-of ways and within the access easements and private drives and road right-of-ways depicted on the attached Exhibit B, as a non-exclusive perpetual easement for the benefit of the Co-owners, for utility companies and for governmental entities providing utility services to the Project and/or having utility service facilities in the Project for the following purposes only: the right to install, repair, replace, maintain, and/or extend gas lines, electricity lines, telephone lines, cablevision lines, water mains, and sewer mains; the right to install equipment associated with such utility services such as lines, valves, hydrants, fittings, and other improvements; and rights of ingress and egress for the installation, repair, replacement, maintenance, and extension of such utility services and facilities at reasonable times. Further, non-exclusive, perpetual easements in favor of the Developer during the Development Period, and thereafter in favor of the Association, shall exist on, over, along, across, through, and under those portions of the Project designated as storm water drainage easements on Exhibit B, for the installation, construction, maintenance, repair, and replacement of storm water drainage and detention facilities and equipment. All, maintenance, repair, and replacement costs associated with such facilities and equipment shall be the responsibility of the Association. During the Development Period the Developer reserves the right to establish additional drainage easements across Common Elements within the Project, in the Developer's discretion.

C. Easements Reserved by Developer. In addition to all other rights reserved to it hereunder, the Developer, during the Development Period, reserves non-exclusive easements rights for the benefit of itself, its successors and assigns:

(1) for the unrestricted use of all roads, driveways, walkways, or utilities now or hereafter located in the Project for the purpose of (a) ingress to and egress from all or any portion of the Project, as the same may be expanded from time to time; (b) installation, maintenance, repair and replacement of utilities over, under and across all roads, driveways and walkways; (c) complying with any governmental regulation, or installing and servicing the roads, utilities, or drains, as shown on Exhibit B; or (d) for any other lawful purpose.

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(2) to lay pipes and cables and do all things reasonably necessary to utilize, tap, tie into, construct, extend and/or enlarge, all utility services or systems, now or hereafter located within the Project.

(3) to maintain a sales office, a model dwelling, a business office, a construction office and such trucks and other construction equipment, storage areas and signs in connection therewith, and to engage in any act(s) reasonably necessary to facilitate the construction and sale of Units in the Project. In connection therewith, the Developer shall have full and free access to all Common Elements and unsold Units.

(4) to terminate and revoke any utility or other easement granted in this Master Deed at such time as the particular easement has become unnecessary. No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility on a shared maintenance basis. Any termination or revocation of any such easement shall be effected by the recordation of an appropriate amendment to this Master Deed.

D. Easements of Record. Portions of the Project are encumbered by local zoning, building and use ordinances, easements, restrictions and agreements of record, and each Co-owner's use and enjoyment of his or her Unit will be subject to the rights of the public, and of any governmental unit in any part of the Project taken, used or deeded for street or highway uses, including, but not limited to, those easements, restrictions, and agreements of record depicted on the Condominium Subdivision Plan, attached as Exhibit B to this Master Deed.

ARTICLE VII
AMENDMENT

A. Amendment. The Project is subject to the PUD Ordinance. The Condominium Documents may not be amended or revised in any fashion which would be inconsistent with the provisions of the PUD Ordinance, without the prior written consent of Grand Haven Township. Furthermore, as otherwise expressly provided in this Master Deed, the Condominium Project will not be terminated, vacated, revoked or abandoned except as provided in the Act, nor may any of the provisions of this Master Deed, including Exhibits A and B be amended, except as follows:

(a) No Material Change. Amendments may be made without the consent of Co-owners or mortgagees by the Developer during the Development Period, and thereafter by the Association, as long as the amendment does not materially alter or change the rights of a Co-owner or mortgagee, including, but not limited to, amendments for the purpose of (i) modification of the types and sizes of unsold units and their appurtenant limited common elements, (ii) correcting survey or other errors, (iii) making minor changes to the boundaries of the Project and/or (iv) facilitating mortgage loan financing for existing or prospective Co-owners and to enable or facilitate the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veteran's Administration, the Department of Housing and Urban Development, any other agency of the federal government or the State of Michigan and/or any other institutional participant in the secondary mortgage market which purchases or insures mortgages.

(b) Material Change. Amendments may be made by the Developer during the Development Period, and thereafter by the Association, even if it will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than two-thirds (2/3) of the votes of the Co-owners and first mortgagees, if applicable. A Co-owner will have one (1) vote for each

Unit owned (including, as to the Developer, all Units created by the Master Deed not yet conveyed). When required to vote, a first mortgagee will have one (1) vote for each Unit mortgaged to the mortgagee. The required votes may be achieved by written consent of the required two-thirds (2/3) of the Co-owners and mortgagees or, as to non-Developer Co-owners, by consent established by the vote of the Co-owner by any voting method described in the Bylaws. Mortgagees are not required to appear at any meeting of Co-owners except that their approval shall be solicited through written ballots. Any mortgagee ballots not returned within 90 days of mailing shall be counted as approval for the change. For purposes of this section, the affirmative vote of 2/3 of co-owners is considered 2/3 of all co-owners entitled to vote as of the record date for such votes.

(1) To the extent the Act or the Condominium Documents require a vote of mortgagees of units on amendment of the Condominium Documents, the procedure described in this section applies.

(2) The date on which the proposed amendment is approved by the requisite majority of co-owners is considered the "control date."

(3) Only those mortgagees who hold a duly recorded first mortgage or a duly recorded assignment of a first mortgage against one (1) or more condominium units in the Project on the control date is entitled to vote on the amendment. Each mortgagee entitled to vote shall have one (1) vote for each unit in the Project that is subject to its mortgage or mortgages, without regard to how many mortgages the mortgagee may hold on a particular condominium unit.

(4) The Association shall give a notice to each mortgagee entitled to vote containing all of the following:

(i) A copy of the amendment or amendments as passed by the co-owners.

(ii) A statement of the date that the amendment was approved by the requisite majority of co-owners.

(iii) An envelope addressed to the entity authorized by the board of directors for tabulating mortgagee votes.

(iv) A statement containing language in substantially the form described in subsection (5).

(v) A ballot providing spaces for approving or rejecting the amendment and a space for the signature of the mortgagee or an officer of the mortgagee.

(vi) A statement of the number of units subject to the mortgage or mortgages of the mortgagee.

(vii) The date by which the mortgagee must return its ballot.

(5) The notice provided by subsection (4) shall contain a statement in substantially the following form:

"A review of the association records reveals that you are the holder of one (1) or more mortgages recorded against title to one (1) or more units in

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Stonewater Condominiums. The co-owners of the condominium adopted the attached amendment to the condominium documents on *(control date).* Pursuant to the terms of the condominium documents and/or the Michigan Condominium Act, you are entitled to vote on the amendment. You have one (1) vote for each unit that is subject to your mortgage or mortgages.

The amendment will be considered approved by first mortgagees if it is approved by 66-2/3% of those mortgagees. In order to vote, you must indicate your approval or rejection on the enclosed ballot, sign it, and return it not later than ninety (90) days after this notice (which date coincides with the date of mailing). Failure to timely return a ballot will constitute a vote for approval. If you oppose the amendment, you must vote against it."

(6) The association of co-owners shall mail the notice required by subsection (4) to the first mortgagee at the address provided in the mortgage or assignment for notices.

(7) The amendment is considered to be approved by the first mortgagees if it is approved by 66-2/3% of the mortgagees whose ballots are received, or are considered to be received, in accordance with section 90(2), by the entity authorized by the board of directors to tabulate mortgagee votes.

(8) The association of co-owners shall maintain a copy of the notice, proofs of mailing of the notice, and the ballots returned by mortgagees for a period of two (2) years after the control date.

(9) Notwithstanding any provision of the Condominium Documents to the contrary, first mortgagees are entitled to vote on amendments to the Condominium Documents only under the following circumstances:

(i) Termination of the condominium project.

(ii) A change in the method or formula used to determine the percentage of value assigned to a unit subject to the mortgagee's mortgage.

(iii) A reallocation of responsibility for maintenance, repair, replacement, or decoration for a condominium unit, its appurtenant limited common elements, or the general common elements from the association of co-owners to the condominium unit subject to the mortgagee's mortgage.

(iv) Elimination of a requirement for the association of co-owners to maintain insurance on the project as a whole or a condominium unit subject to the mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the association of co-owners to the condominium unit subject to the mortgagee's mortgage.

(v) The modification or elimination of an easement benefiting the condominium unit subject to the mortgagee's mortgage.

(vi) The partial or complete modification, imposition, or removal of leasing restrictions for condominium units in the condominium project.

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(vii) Amendments requiring the consent of affected mortgagees under Section 90(4) of the Act.

(c) Legal Compliance. Amendments may be made without the consent of Co-owners or mortgagees by the Developer, even if such amendment will materially alter or change the rights of the Co-owners or mortgagees, to achieve compliance with the Act or with rules, interpretations or orders promulgated by the Administrator pursuant to the Act, or with other federal, state or local laws, ordinances or regulations affecting the Project.

(d) Required Co-owner Consents. The method or formula used to determine the percentage of value of Units in the Project for other than voting purposes, and any provisions relating to the ability or terms under which a Co-owner may rent a Unit, may not be modified without the consent of each affected Co-owner and mortgagee. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent.

(e) Developer Consent. This Master Deed may not be modified during the Development Period without the written consent of the Developer.

(f) Notice. Co-owners and mortgagees of record in Ottawa County, Michigan will be notified of proposed amendments not less than ten (10) days before the amendment is recorded.

(g) Costs. A person causing or requesting an amendment to the Condominium Documents will be responsible for costs and expenses of the amendment, except for amendments based upon a vote of the prescribed majority of Co-owners and mortgagees or based upon the Advisory Committee's decision, the costs of which are expenses of administration.

(h) Recording. All amendments will be effective upon recording in the office of the Ottawa County Register of Deeds.

(i) Grand Haven Township Consent. The provisions of the Master Deed and Bylaws are subject to the PUD Ordinance, a copy of which is attached hereto as Exhibit E, and other applicable ordinances and laws. The PUD Ordinance contains requirements not included in the Master Deed or Bylaws. Except with respect to subjects for which the Master Deed or Bylaws provide more stringent standards, the PUD Ordinance and all other applicable ordinances and laws shall prevail. The Developer or Condominium Association shall not amend the Condominium Documents, nor exercise discretion granted under those documents in such a fashion to violate said PUD Ordinance, ordinances or laws.

(j) Binding. A copy of each amendment to the Master Deed will be furnished to every Co-owner. However, any amendment to the Master Deed that is adopted in accordance with this Article will be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

(k) Reservation. Notwithstanding any contrary provision of the Condominium Documents, Developer reserves the right to amend materially this Master Deed or any of its exhibits for any of the following purposes: (a) to amend the Bylaws, subject to any restrictions on amendments stated therein, (b) to correct inconsistencies, errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan, or errors in the locations of improvements, (c) to record “as built” condominium Subdivision Plan and/or Consolidating Master Deed, (d) to eliminate reference to any right or reservation which Developer

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has reserved to itself herein, (e) to provide for minor architectural variances and modifications to a Unit, and (f) to expand, convert, subdivide, or contract all or any portion of the Project.

(l) Statutory Withdrawal Rights. The Developer reserves the right under Section 67 of the Act to withdraw from the Project all undeveloped portions of the Project not identified as "must be built" without the prior consent of any co-owners, mortgagees of units in the Project, or any other party having an interest in the Project, during a period ending ten (10) years after the date of commencement of construction by the developer of the Project, or six years after the date the Developer exercised its rights with respect to either expansion, contraction, or conversion of the Common Elements, whichever right was exercised last. Upon such withdrawal, the undeveloped portions of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Common Element areas of the Project for the benefit of the undeveloped portions of the Project which have been withdrawn.

ARTICLE VIII
ASSIGNMENT

A. Assignment. Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by the Developer to any other entity or person or to the Association. Any such assignment or transfer will be made by appropriate instrument in writing duly recorded in the Office of the Ottawa County Register of Deeds.

ARTICLE IX
CONVERTIBLE AREA

The Project contains area surrounding each Unit that may constitute “convertible area.” As depicted on the Condominium Subdivision Plan, attached hereto as Exhibit B, the space located between the ceiling and the roof of a Unit, may constitute “convertible area.” No additional Units may be created within such convertible areas, but any existing Units to which the convertible area is adjacent may be expanded into the convertible area at the sole option of the Developer. Any convertible area may be converted, in the Developer’s sole discretion, into portions of a Unit, General Common Elements or Limited Common Elements, or any combination of these, and the responsibility for maintenance, repair and replacement therefore may be assigned by an amendment to this Master Deed affected solely by Developer without the consent of any other person. The improvements to be located in the convertible area will be either residential Condominium Units, or General or Limited Common Elements.

ARTICLE X
EXPANSION OF PROJECT

A. Expansion of Project. The Project established by this Master Deed consists of _____ (___) condominium Units which may, at the election of the Developer be treated as the first phase of an expandable condominium under the Act. Additional Units, if any, will be established upon all or some portion of the following described real property (the “Proposed Future Development”):

[Insert legal description for Proposed Future Development Area for Stonewater Condominiums]

B. Increase in Number of Units. Any other provisions of the Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer from time to time, within a period ending six (6) years after initial recording of the Master Deed, be increased up to _____ (___) additional units by the addition to the Project of all or any portion of the Proposed Future Development and the establishment of Units on such area. The location, nature, appearance, exterior design and structural components of the residences and other improvements to be constructed within the area of future development will be determined by Developer in its sole discretion, but all such improvements will be reasonably compatible with the existing structures in the Project, as determined by Developer in its sole discretion. No unit will be created within any part of the area of future development which is added to the Condominium that is not restricted exclusively to residential use.

C. Expansion Not Mandatory. Nothing herein contained will in any way obligate Developer to enlarge the Project beyond the property described in Article II. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Project all or any portion of Proposed Future Development described in this Article X nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

D. Common Elements. The Developer reserves the right, in its discretion, to redefine and/or change the nature of any Common Elements previously included in the Project for any purpose reasonably necessary to achieve the intent of this Article, including, but not limited to, the connection of roadways in the Project to any roadways that may be located on or planned for the Proposed Future Development, and to provide access to any Unit that is located on or planned for the area of future development from the roadways located in the Project. Further, the Developer reserves the right, in its discretion, to create Limited Common Elements within any portion of the Proposed Future Development and to designate Common Elements which may subsequently be assigned as Limited Common Elements.

E. Method of Expansion. If the Developer exercises his right to elect to expand the Project, such expansion shall be accomplished by one or more amendments to this Master Deed, adding additional land to the Project as then constituted. Any such amendment will be prepared by and at the discretion of the Developer and the percentages of value set forth in Article V hereof will be readjusted in order to preserve a value of 100 percent of the entire Project resulting from such amendment to the Master Deed. Any and all Units created within the Proposed Future Development shall be assigned to an equal percentage of value as the units located within the property described in Article II hereof.

F. Reserved Easements. The Developer reserves the right, in its sole discretion, to create easements within any portion of the Project's Common Elements for the benefit of the Proposed Future Development and/or Whistlecreek Plat, regardless if the Project is expanded to include all or any portion of the Proposed Future Development.

G. Additional Provisions. The amendment or amendments to this Master Deed by the Developer to expand the Project will also contain such additional provisions as the Developer may determine necessary or desirable to create a necessary easement, to create or change restrictions, or to otherwise enhance the value or desirability of the Units located within the property described in Article II and within the Proposed Future Development.

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ARTICLE XI
CONTRACTION OF PROJECT

A. Withdrawal of Lands. Any other provisions of this Master Deed notwithstanding, the Developer may, at the option of the Developer, within a period ending six (6) years after initial recording of this Master Deed, contract the Project by withdrawing any or all of the lands described in Article II from the Project, provided that no Unit which has been conveyed by the Developer may be withdrawn without the consent of the Co-Owner and mortgagee of the Unit. Other than as set forth herein, there are no restrictions or limitations on the right of the Developer to withdraw lands from the Project 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.

B. 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 thereof 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 any other form of development.

C. Amendment to Master Deed and Modification of Percentages of Value. A withdrawal of lands from the Project by the Developer will be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments will be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof will be proportionately readjusted in order to preserve a total value of one hundred percent (100%) for the entire Project resulting from such amendment or amendments to the Master Deed.

D. Redefinition of Common Elements. The amendment or amendments to the Master Deed by the Developer to contract the Project may also contain such further definitions and redefinitions of General or Limited Common Elements as Developer may determine necessary or desirable to adequately describe, serve and provide access to the parcel or parcels being withdrawn from the Project by the amendment. In connection with any such 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 purposes of this Article, including, but not limited to, the connection of roadways in the Project to any roadways that may be located on or planned for the area withdrawn from the Project, and to provide access to any area withdrawn from the Project from the roadways located in the Project.

E. Additional Provisions. The amendment or amendments to the Master Deed by the Developer to contract the Project will also contain such provisions, as Developer may determine necessary or desirable, (i) to create easements burdening or benefiting portions or all of the parcel or parcels being withdrawn from the Project, and/or (ii) to create or change restrictions or other terms and provisions 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 enhance the value or desirability of the parcel or parcels being withdrawn from the Project.

ARTICLE XII
STONEWATER PROPERTY OWNER'S ASSOCIATION

The Project and the platted development called Stonewater, together with the entrance landscaping, project signage, park area and ponds located within the platted development called Stonewater (which land areas within Stonewater are or will be shown on the final plat for Stonewater as "Park Areas"), were approved by Byron Township in accordance with the PUD Ordinance. The Park Areas are, in part, depicted on the Final Development Plan referenced in the PUD Ordinance. The Developer has, or will, covey fee title

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to land upon which the Park Areas are, or will be, constructed upon to the Stonewater Property Owner's Association, which will administer, own, operate, manage and maintain the Park Areas. Such Park Areas will be for the use and enjoyment of the members of the Association and the members of Stonewater Property Owner's Association.

All authorized costs and expenses incurred by Stonewater Property Owner's Association with respect to ownership, taxation, insurance, operation, management, maintenance, repair, and/or replacement of the Park Areas shall be the responsibility of each member of the Association and each member of the Stonewater Property Owner's Association, allocated between the Association and The cost of such regular maintenance, repair, and replacement shall be shared amongst and between the Association and Stonewater Property Owner's Association according to the ratio of the number of Units in the Project which have been sold to non-Developer and non-Builder Co-owners to the number of units in Stonewater which have been sold to non-developer and non-Builder co-owners of platted lots in Stonewater (the "Sharing Ratio"). The Sharing Ratio shall be determined in March of each calendar year by the mutual agreement of the boards of directors of the Association and Stonewater Property Owner's Association, and shall be fixed until the Sharing Ratio is re-calculated the following March. The Association's share of such costs and expenses, as determined annually by adjustment to the Sharing Ratio in accordance with the foregoing sentence, shall be an expense of administration assessed against all Co-owners in accordance with the Condominium By-laws.

The Park Areas are not located within the boundary of the Project and are need-not-be-built improvements. A Co-owner's right to use and enjoy the Park Areas shall be subject to the Articles of Incorporation, Bylaws, Rules and Regulations, if any, with respect to Stonewater Property Owner's Association, and to restrictions of record.

ARTICLE XIII
LIMITATION OF LIABILITY

The enforcement of any rights or obligations contained in the Condominium Documents against the Developer while the Developer owns any portion of the Condominium Project shall be limited to the interest of the Developer in the Condominium Project. No judgment against the Developer shall be subject to execution on, or be a lien on any assets of, the Developer other than the Developer's interest in the Condominium Project.

ARTICLE XIV
CONTROLLING LAW

The provisions of the Act, and of the other laws of the State of Michigan, shall be applicable to and govern this Master Deed and all activities related hereto.

[*THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK*]

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The Developer has duly executed this Master Deed on the day and year which appear on Page Two.

Lincoln Street Holdings, LLC,
a Michigan limited liability company

By:_____
Dale H. Kraker
Its: Manager

Acknowledged before me by Dale H. Kraker, Manager of Lincoln Street Holdings, LLC. a Michigan limited liability company, in Kent County, Michigan, on _____, 2015.

_____
_____, Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

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STONEWATER CONDOMINIUMS

EXHIBIT A

BYLAWS

ARTICLE I
ASSOCIATION OF CO-OWNERS

A. Association of Co-owners. Stonewater Condominiums, a residential Condominium Project located in the Township of Grand Haven, Ottawa County, Michigan, will be administered by an Association of Co-owners which will be a nonprofit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the General Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws will constitute both the Bylaws referred to in the Master Deed as required by the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner will be entitled to membership and no other person or entity will be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his or her Unit. The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof will be subject to the provisions and terms set forth in the Condominium Documents.

ARTICLE II
ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act will be levied by the Association against the Units and the Co-owners thereof in accordance with the following provisions:

A. Assessments for General Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the General Common Elements, or the administration of the Condominium Project, or as assessed by the Stonewater Property Owner's Association with respect to the Park Areas, will constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the General Common Elements or the administration of the Condominium Project will constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

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

(1) Budget. The Board of Directors of the Association will establish an annual budget in advance for each fiscal year and such budget will project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a

periodic basis will be established in the budget and must be funded by regular monthly payments as set forth in Article II below rather than by special assessments. At a minimum, the reserve fund will be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. The minimum standard required by this paragraph may prove to be inadequate for this particular Project. The Association should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. Upon adoption of an annual budget by the Board of Directors, copies of the budget will be delivered to each Co-owner and the assessment for the year will be established based upon the budget, although the failure to deliver a copy of the budget to each Co-owner will not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors that the assessments levied are or may prove to be insufficient (1) to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing General Common Elements, (3) to provide additions to the Common Elements not exceeding Ten Thousand Dollars ($10,000.00) for the entire Condominium Project, or (4) that an event of emergency exists, the Board of Directors will have the authority to increase the general assessment or to levy such additional assessment or assessments as it will deem to be necessary. The discretionary authority of the Board of Directors to levy assessments pursuant to this subsection will rest solely with the Board of Directors for the benefit of the Association and the members thereof, and will not be enforceable by any creditors of the Association or the members thereof.

(2) Special Assessments. Special assessments, in addition to those required in subsection (1) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the General Common Elements exceeding Ten Thousand Dollars ($10,000.00) annually for the entire Condominium Project, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in this Article II, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subsection (2) (but not including those assessments referred to in subsection (1) above, which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of more than two-thirds (2/3) of all Co-owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and will not be enforceable by any creditors of the Association.

(3) Park Areas. The Stonewater Property Owner's Association will submit an annual budget and membership assessment to the Association in advance for each fiscal year for purposes of projecting all anticipated expenses, including a reasonable allowance for contingencies and reserves, for the forthcoming year which it may incur with respect to ownership, taxation, insurance, operation, management, maintenance, repair, and/or replacement of the Park Areas. All authorized costs and expenses incurred by Stonewater Property Owner's Association with respect to the Park Areas shall be the responsibility of the Association and Stonewater Property Owner's Association, allocated between the Association and Stonewater Property Owner's Association in accordance with the Sharing Ratio (as defined in Article XII of the Master Deed), and shall constitute an expense of administration hereunder, and shall be assessed to the Unit Co-owners as such.

C. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration will be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. ANNUAL ASSESSMENTS AS DETERMINED IN ACCORDANCE WITH THE ABOVE WILL BE PAYABLE BY CO-OWNERS IN TWELVE (12) EQUAL MONTHLY

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INSTALLMENTS, UNLESS A DIFFERENT INTERVAL IS SELECTED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION, COMMENCING WITH 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 such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment.

Each installment in default for ten (10) or more days will bear interest from the initial due date thereof at the rate of seven percent (7%) per annum until each installment is paid in full. The Association may, pursuant to Article XVII hereof, levy fines for the late payment in addition to such interest. Each Co-owner (whether one or more persons) will be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his or her Unit which may be levied while such Co-owner is the owner thereof. Each Co-owner (whether one or more persons) will be, and remain, personally liable for the payment of all assessments pertinent to his or her Unit which may be levied while such Co-owner is the owner thereof. Payments on account of installments of assessments in default will 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 installments; and third, to installments in default in order of their due dates.

D. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his or her contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his or her Unit.

E. Enforcement.

(1) Remedies/Liens. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. Sums assessed to a Co-owner by the Association that are unpaid together with interest on such sums, 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, constitute a lien upon the unit or units in the Project owned by the co-owner at the time of the assessment before other liens except tax liens on the units in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record, except that past due assessments that are evidenced by a notice of lien, recorded as set forth herein, have priority over a first mortgage recorded subsequent to the recording of the notice of lien. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association will have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any services to a Co-owner in default upon seven (7) days, written notice to such Co-owner of its intention to do so. A Co-owner in default will not be entitled to utilize any of the General Common Elements of the Project and will not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision will not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. All of these remedies will be cumulative and not alternative and will not preclude the Association from exercising such other remedies as may be available at law or in equity.

(2) Foreclosure Proceedings. Each Co-owner, and every other person who from time to time has any interest in the Project, will be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial

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action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions, except that the Association is entitled to reasonable interest, expenses, costs, and attorney fees for foreclosure by advertisement or judicial action. The redemption period for a foreclosure is 6 months from the date of sale unless the property is abandoned, in which event the redemption period is 1 month from the date of sale. Further, each Co-owner and every other person who from time to time has any interest in the Project will be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to the Unit he was notified of the provisions of this subsection and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

(3) Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment will be commenced, nor will any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or her or their last known address, a written notice that one or more installments of the annual assessments levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice will be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorneys' fees and future assessments), (iv) the legal description of the subject Unit(s) and (v) the name(s) of the Co-owner(s) of record. Such affidavit will be recorded in the office of the Register of Deeds of Ottawa County prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association will so notify the delinquent Co-owner and will inform him that he may request a judicial hearing by bringing suit against the Association.

(4) Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys fee (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, will be chargeable to the Co-owner in default and will be secured by the lien on his or her Unit.

(5) Liabilities Prior to Expiration of Redemption Period. The co-owner of a condominium unit subject to foreclosure pursuant to this section, and any purchaser, grantee, successor, or assignee of the co-owner's interest in the condominium unit, is liable for assessments by the association of co-owners chargeable to the condominium unit that become due before expiration of the period of redemption together with interest, advances made by the association of co-owners for taxes or other liens to protect its lien, costs, and attorney fees incurred in their collection.

(6) Mortgagee Notice to Association of Foreclosure. The mortgagee of a first mortgage of record of a condominium unit shall give notice to the association of co-owners of the commencement of foreclosure of the first mortgage by advertisement by serving a copy of the

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published notice of foreclosure required by statute upon the association of co-owners by certified mail, return receipt requested, addressed to the resident agent of the association of co-owners at the agent's address as shown on the records of the Michigan corporation and securities bureau, or to the address the association provides to the mortgagee, if any, in those cases where the address is not registered, within 10 days after the first publication of the notice. The mortgagee of a first mortgage of record of a condominium unit shall give notice to the association of co-owners of intent to commence foreclosure of the first mortgage by judicial action by serving a notice setting forth the names of the mortgagors, the mortgagee, and the foreclosing assignee of a recorded assignment of the mortgage, if any; the date of the mortgage and the date the mortgage was recorded; the amount claimed to be due on the mortgage on the date of the notice; and a description of the mortgaged premises that substantially conforms with the description contained in the mortgage upon the association of co-owners by certified mail return receipt requested addressed to the resident agent of the association of co-owners at the agent's address as shown on the records of the Michigan corporation and securities bureau, or to the address the association provides to the mortgagee, if any, in those cases where the address is not registered, not less than 10 days before commencement of the judicial action. Failure of the mortgagee to provide notice as required by this section shall only provide the association with legal recourse and will not, in any event, invalidate any foreclosure proceeding between a mortgagee and mortgagor.

F. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit, except for assessments that have priority over the first mortgage under section 108 of the Act.

G. Developer's Responsibility for Assessments. The Developer of the Condominium, although a member of the Association, along with its designated builder, Jim Tibbe Homes (the "Builder"), will not be responsible at any time for payment of the monthly Association assessments. Developer and Builder, however, will at all times pay all expenses of maintaining the Units that they own, together with a proportionate share of all current expenses of administration actually incurred by the Association from time to time. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses will be based upon a ratio of all Units which have been substantially completed and are owned by the Developer at the time the expense is incurred to the total of Units in the Project. In no event will Developer or be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Units which are substantially completed and which are owned by it, nor to finance litigation or other claims against the Developer, any costs of investigating and preparing such litigation or claim or any similar or related costs. The phrase "substantially completed" shall have the meaning ascribed to it in Section 103b(4) of the Act.

H. Property Taxes and Special Assessments. All special assessments and property taxes shall be assessed against the individual Units and not against the total property of the Project or any part thereof, except for the year in which the Project was established subsequent to the tax day. Taxes and special assessments which become a lien against the property of the Condominium in any such year shall be expenses of administration and shall be assessed against the Units in proportion to the percentage of value assigned to each Unit. Special assessments and property taxes in any year in which the property existed as an established Project on the tax day shall be assessed against the individual Units notwithstanding any subsequent vacation of the Project.

Assessments for subsequent improvements to a specific Unit shall be assessed to that Unit description only, and each Unit shall be treated as a separate, single unit of real property for purposes of

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property tax and special assessment, and shall not be combined with any other Unit or Units, and no assessment of any fraction of any Unit or combination of any Unit with other units or fractions thereof shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made notwithstanding separate or common ownership thereof.

I. Personal Property Tax Assessments of Association Property. The Association will be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon will be treated as expenses of administration.

J. Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, being MCL 570.1101 to 570.1305, will be subject to Section 132 of the Act.

K. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments, and interest, late charges, fines, costs, and attorney fees relating thereto. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association will provide a written statement of such unpaid assessments, interest, late charges, fines, costs, and attorney fees as may exist or a statement that none exist, which statement will be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments, interest, late charges, fines, costs, and attorney fees as to such Unit will be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit will render any unpaid assessments, interest, late charges, fines, costs, and attorney fees and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record, as provided herein.

ARTICLE III
ARBITRATION

A. Submission to Arbitration. Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, By-Laws or other Condominium Documents, or to any disputes, claims or grievances arising among or between the Co-owners or between such owners and the Association may, upon the election and written consent of the parties to any such dispute, claim or grievance, and written notice to the Association, be submitted to arbitration by the Arbitration Association and the parties thereto shall accept the Arbitrator's award as final and binding. All arbitration hereunder shall proceed in accordance with Sections 5001-5065 of Act 236 of the Public Acts of 1961, as amended, which may be supplemented by reasonable rules of the Arbitration Association.

B. 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:

(1) At the exclusive option of a Purchaser, Co-owner or person occupying a Unit 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, Condominium Unit or the Project.

(2) At the exclusive option of the Association of Co-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.

C. Preservation of Rights. Election by any Co-owner or by the Association to submit any such dispute, claim or grievance to arbitration shall preclude such party from litigating such dispute, claim or grievance in the courts. Provided, however, that except as otherwise set forth in this Article, no interested party shall be precluded from petitioning the Courts to resolve any dispute, claim or grievance in the absence of an election to arbitrate.

ARTICLE IV
INSURANCE

A. Insurance. The Association shall, to the extent appropriate given the nature of the common elements, carry fire and extended coverage, vandalism and malicious mischief and liability insurance (including, without limitation, Directors' and Officers' coverage), worker's compensation insurance, if applicable, and such other insurance coverage as the Board may determine to be appropriate with respect to the ownership, use and maintenance of the common elements of the Condominium and the administration of Condominium affairs, without duplicating the coverage maintained by each co-owner pursuant to subsection (3) below. The insurance shall be carried and administered in accordance with the following provisions:

(1) The Association shall purchase that insurance for the benefit of the Association, the co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of insurance with mortgagee endorsements to the mortgagees of co-owners. The Association and all co-owners shall use their best efforts to see that all property and liability insurance carried pursuant to the terms of this Article IV shall contain appropriate provisions by which the insurer waives its right of subrogation as to any claims against any co-owner or the Association, and the Association and each co-owner hereby waive, each as to the other, any right of recovery for losses covered by insurance. The liability of carriers issuing insurance obtained by the Association shall not, unless otherwise required by law, be affected or diminished on account of any additional insurance carried by any co-owner, and vice versa.

(2) The Association may carry fidelity bond insurance in such limits as the Board shall determine upon all officers and employees of the Association who in the course of their duties may reasonably be expected to handle funds of the Association or any co-owners.

(3) Each co-owner shall be responsible for obtaining insurance coverage at his own expense for the interior of his unit, including wall coverings, floor coverings, windows and screens. It shall further be each co-owner's responsibility to obtain insurance coverage for his personal property located within his Condominium unit or elsewhere in the Condominium Project. Each co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within his unit and the limited common elements appurtenant to his unit. The Association will under no circumstances have any obligation to obtain any of the insurance coverage described in this subsection or any liability to any person for failure to do so.

(4) All common elements of the Condominium shall be insured against fire and other perils covered by a standard extended coverage endorsement in an amount equal to the maximum insurable replacement value, excluding land, landscaping, pavement, foundation, and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall

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also include interior walls within any unit and the pipes, wires, conduits, and ducts contained therein and shall further include all fixtures, equipment, and trim within a unit which were furnished with the unit by Developer as standard items according to the plans and specifications thereof on file with the Association (or such replacements thereof as do not exceed the cost of such standard items). Any improvements made by a co-owner within his unit shall be covered by insurance obtained by and at the expense of the co-owner; provided that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by the co-owner and collected as a part of the assessment levied against the co-owner under Article II above.

(5) All insurance carried hereunder shall, to the extent possible, provide for cross-coverage of claims by one insured against another.

(6) All premiums upon insurance purchased by the Association pursuant to these Bylaws, except pursuant to the last sentence of subsection (4) above, shall be expenses of administration.

(7) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account, and distributed to the Association, the co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or Reconstruction of the Condominium shall be required as provided in Article V below, the proceeds of any insurance received by the Association as a result of any loss requiring repair or Reconstruction shall be applied for such repair or Reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or Reconstruction of the Condominium Project unless all the holders of first mortgages on units in the Condominium have given their prior written approval.

(8) Each co-owner, by ownership of a unit in the Condominium, shall be considered to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning insurance pertinent to the Condominium and the common elements thereof. Without limiting the generality of the foregoing, the Association as attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute them to the Association, the co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such co-owners and the Condominium as shall be necessary or convenient to accomplish the foregoing.

(9) Each individual co-owner shall indemnify and hold harmless every other co-owner, the Developer, and the Association from and against all damages, costs and judgment, including actual attorneys' fees, which any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within such individual co-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 co-owner, the Developer, or the Association.

ARTICLE V
RECONSTRUCTION OR REPAIR

A. Reconstruction or Repair. If the Condominium Project or any of its common elements are destroyed or damaged, in whole or in part, and the proceeds of any policy insuring the same and payable by

reason thereof are sufficient to reconstruct the Project, then such proceeds shall be applied to such Reconstruction. As used herein, "Reconstruction" means restoration of the Project to substantially the same condition in which it existed prior to the fire or other disaster in accordance with the Master Deed and the original plans and specifications, with each Unit and the Common Elements having the same vertical and horizontal boundaries as prior thereto.

(1) If the property is not insured against the peril causing the loss or the proceeds of the policy or policies insuring the Project and payable by reason thereof are insufficient to reconstruct the same, provision for Reconstruction may be made by the affirmative vote of not fewer than 75% of the Co-owners and mortgagees at a meeting called for such propose. Any such meeting shall be held within 30 days following the final adjustment of insurance claims, if any, or within 90 days after such fire or other disaster, whichever first occurs. At any such meeting, the Board or its representative shall present to all parties present an estimate of the cost of the Reconstruction and the estimated amount of necessary special assessments against each Unit in order to pay therefor. If the property is reconstructed, any such insurance proceeds shall be applied thereto, and special assessments may be made against the Units in order to pay the balance of the cost thereof.

(2) If the property is not insured against the peril causing the loss or the proceeds of the policy or policies insuring the Project and payable by reason thereof are insufficient to reconstruct the same, and if provision for Reconstruction is not made pursuant to subparagraph (a) above, then provision for withdrawal of any portion of the property from the provisions of the Act may be made by the affirmative vote of not fewer than 75% of the Co-owners and mortgagees at a meeting called for such purpose. Any such meeting shall be held within 30 days following the final adjustment of insurance claims, if any, or within 90 days after such fire or other disaster, whichever first occurs. Upon any such withdrawal of any Unit or portion thereof, the percentage of ownership in the common elements appurtenant thereto shall be reallocated among the remaining Units not so withdrawn on the basis of the relative percentages of ownership in the common elements appurtenant to each such remaining Unit. If only a portion of a Unit is withdrawn, the percentage of ownership in the common elements appurtenant to such Unit shall be reduced accordingly, upon the basis of diminution in market value of such Unit, as determined by the Board.

Any insurance proceeds shall be allocated, on the basis of square footage withdrawn or such other equitable basis as the Board may determine, among the Units or portions thereof, and the portions of the common elements withdrawn. As compensation for such withdrawals: (i) any such insurance proceeds allocated to withdrawn Units or portions thereof shall be applied in payment to the Owners thereof in proportion to their relative percentages of ownership in the common elements appurtenant to such withdrawn Units, or portions thereof; (ii) any such insurance proceeds allocated to withdrawn portions of the limited common elements shall be applied in payment to the Unit Owners entitled to their use in proportion to their relative percentages of ownership in the common elements appurtenant to the Units served by such limited common elements; and (iii) any such insurance proceeds allocated to withdrawn portions of the general common elements shall be applied in payment to all Unit Owners in proportion to their relative percentage of ownership in the common elements. Upon withdrawal of any Unit or portion thereof, the Owner thereof shall be relieved of any further responsibility or liability for the payment of any assessments therefor, if the entire Unit is withdrawn, or for the payment of a portion of such assessments proportional to the diminution in square footage of such Unit, if only a portion of the Unit is withdrawn.

(3) If the property is not insured against the peril causing the loss or the proceeds of the policy or policies insuring the Project and payable by reason thereof are insufficient to reconstruct the same, and if provision for neither Reconstruction nor withdrawal is made pursuant to subparagraphs (a) or (b) above, then the provisions of the Act shall apply.

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(4) Prompt written notice of any and all material damage or destruction to a Unit or any part of the common elements shall be given to the holder of a first mortgage lien on any Unit affected thereby.

B. Eminent Domain. Section 133 of the Act will control upon any taking by eminent domain.

C. Notification of FHLMC. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Association will give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds Ten Thousand Dollars ($10,000) in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds One Thousand Dollars ($1,000).

D. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents will be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI
RESTRICTIONS

All of the Units in Stonewater Condominiums will be held, used and enjoyed subject to the following limitations and restrictions. In addition to the restrictions which follow below, the use of any Unit and any structure constructed on any Unit must satisfy the requirements of the PUD Ordinance, and also the zoning ordinance of Grand Haven Township, Ottawa County, Michigan, which is in effect at the time of the contemplated use or construction of any structure unless a variance for such use or structure is obtained from the Zoning Board of Appeals of Grand Haven Township and further there is obtained a written consent thereto from the Developer during the Development Period and thereafter from the Association. To the extent that the restrictions contained herein are more restrictive than the Grand Haven Township Zoning Ordinance, or the PUD Ordinance, the restrictions contained herein shall apply.

A. Residential Use. Units within Stonewater Condominiums shall be used exclusively for residential occupancy, and no Unit or any common element appurtenant thereto shall be used for any purpose other than that of a single family residence or other purposes customarily incidental thereto, except that professional and quasiprofessional Co-owners may use their residence as an ancillary facility to an office established elsewhere, so long as such use does not generate unreasonable traffic by members of the general public. The foregoing restrictions as to use shall not, however, be construed in such manner as to prohibit a Co-owner from: (a) maintaining his or her personal professional library; (b) keeping his or her personal business or professional records and accounts; or (c) handling his or her personal business or professional telephone calls and correspondence. Such uses are expressly declared customarily incidental to principal residential use and not in violation of said restrictions.

B. Common Areas. The common elements shall be used only by the Co-owners of Units in Stonewater Condominiums 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, however, that any storage areas or other common areas designed for a specific use shall be used only for the purposes approved by the Board. The use, maintenance and operation of the common elements shall not be obstructed, damaged or unreasonably interfered with by any Co-owner, and shall be subject to any lease, concession or easement, presently in existence or entered into by the

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Board at some future time, affecting any part or all of said common elements. Residents shall not speed on Stonewater Condominiums roadway, and shall maintain a proper speed limit at all times.

C. Specific Prohibitions. Without limiting the generality of the foregoing provisions, use of the Project and all common elements by any Co-owner shall be subject to the following restrictions:

(1) No portion of a Unit or common element may be rented and no transient tenants may be accommodated therein; provided, that nothing herein shall prevent the rental or sublease of an entire Unit for residential purposes or of a limited common element appurtenant to such Unit in the manner set forth in this Article VI.

(2) No Co-owner shall make any alterations, additions or improvements to any general common element, nor make changes to the exterior appearance or structural members of his or her Unit or limited common elements without the prior written approval of the Association, unless otherwise specifically permitted under the Act. The Association shall not approve any alterations or structural modifications which would jeopardize or impair the soundness, safety or appearance of the Project. An Owner may make alterations, additions or improvements within his or her Unit without the prior written approval of the Board, but such Owner shall be responsible for any damage to other Units, the common elements, the property, or any part thereof, resulting from such alterations, additions or improvements.

(3) No nuisances shall be permitted on Stonewater Condominiums property nor shall any use or practice be permitted which is a source of annoyance to its residents, or which interferes with the peaceful possession or proper use of the Project by its residents.

(4) No immoral, improper, offensive or unlawful use shall be made of Stonewater Condominiums property or any part thereof, 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 Board. No Co-owner shall permit anything to be done or kept in his or her Unit or on the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the common elements, or which would be in violation of any law.

(5) No signs, flags, banners or advertising devices shall be displayed which are visible from the exterior of any Unit or upon the common elements, including “for sale” signs, without written permission from the Developer or the Association.

(6) No Co-owner shall display, hang or store any clothing, sheets, blankets, laundry or other articles outside his or her Unit, or which may be visible from the outside of his or her Unit (other than draperies or curtains, blinds and/or shades of a customary nature and appearance), or paint or decorate or adorn the outside of his or her Unit, or install any CB, short wave or other radio, satellite dish or similar device, or television antenna, window air-conditioning unit, snap-in window dividers, awning or other equipment, fixtures or items of any kind, without the prior written permission of the Developer during the Development Period, and thereafter the Association. All exterior drapes and window coverings shall be white or neutral in color, as viewed from the exterior of the Unit. The foregoing restrictions shall not be construed to prohibit a Co-owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on a patio, deck or balcony which is a limited common element appurtenant to his or her Unit, provided, that no such furniture or other personal property shall be stored on any open deck, patio or porch which is visible form another Unit or from the Common Elements of the Project during the winter season.

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(7) No Co-owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest or member of the Co-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 Stonewater Condominiums premises.

(8) No animal, including household pets, shall be kept without the prior written consent of the Association. All household pets must be approved by the Association, and such approval may be revoked at any time if problems arise. The Association has adopted the following guidelines regarding pets:

(a) One pet (which shall not weigh more than 30 pounds unless otherwise approved by the Developer during the Development Period and thereafter by the Association) is permitted per unit.

(b) Outside Units in Stonewater Condominiums, pets must be attended at all times by a responsible person and may not roam free.

(c) Pet owners must collect and dispose of pet feces.

(d) Any damage to general or limited common elements by pets will be the responsibility of the pet owner to repair. The Association reserves the right to repair such damages and assess the Co-owner for all costs involved.

(e) Pets permitted by the Association shall be kept under care and restraint by the Co-owner. Issues of noise, odor, unsanitary conditions, or obnoxious behavior may result in the expulsion of the pet from the property. No savage or dangerous animals are allowed.

(f) The Association has the exclusive and absolute authority as it relates to pets on the property. Appeal from a decision of the Association shall result in the immediate expulsion of the pet from the property during the appeal period.

(9) No mobile home, van, trailer, tent, shack, garage, accessory building, outbuilding or other structure of a temporary character shall be erected, occupied or used at any time without the prior written consent of the Association. No recreational vehicles, motor homes, boats or trailers shall be parked or stored in any garage if such storage would prevent full closure of the door thereto or elsewhere on Stonewater Condominiums property for more than thirty-six (36) hours without the written approval of the Association, and no snowmobile or other motorized recreational vehicle shall be operated on Stonewater Condominiums property. No maintenance or repair shall be performed on any boat or vehicle except within a garage or Unit where totally isolated from public view.

(10) No more than one (1) automobile or other vehicle customarily used for transportation purposes shall be kept outside a closed garage on Stonewater Condominiums property by those persons residing in any Unit; provided, that no automobiles or other vehicles which are not in operating condition shall be permitted at any time. No commercial vehicles or trucks shall be parked in or about Stonewater Condominiums except for the making of deliveries or pick-ups in the normal course of business.

(11) The common elements shall not be used for the storage of supplies, vehicles, or personal property (except in limited common element garages or for short periods of time as may be reasonably necessary to permit periodic collection of trash). No vehicles shall be parked on or along the private drive without the prior consent of the Association. No yard ornaments or structures may be placed

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in the common areas. In general, no activity shall be carried on nor condition maintained by any Co-owner either in his or her Unit or upon the Common Elements which despoil the appearance of Stonewater Condominiums.

(12) Absent an election to arbitrate pursuant to Article III of these Bylaws, a dispute or question as to whether a violation of any specific regulation or restriction contained in this Article has occurred shall be submitted to the Board of Directors of the Association which shall conduct a hearing and render a decision thereon in writing, which decision shall be binding upon all Owners and other parties having an interest in Stonewater Condominiums Project.

(13) All areas depicted as open space, green areas, and/or no-disturb areas on either Stonewater Condominiums Subdivision Plan attached to the Master Deed as Exhibit B, or the Project's Final Development Plan submitted to Grand Haven Township and approved pursuant to the terms and conditions of the PUD Ordinance, shall be maintained by the Association in perpetuity. Unless otherwise approved in writing by Grand Haven Township, and also by the Developer during the Development period and thereafter the Association, no building, structure or other improvement shall be constructed within these areas.

(13) A Co-owner's right to use and enjoy the Park Areas shall be subject to the Articles of Incorporation, Bylaws, Rules and Regulations, if any, with respect to Stonewater Property Owner's Association, and to restrictions of record encumbering such Park Areas.

D. Leasing and Rental.

(1) Right to Lease. Leasing restrictions contained within this Section D applicable to Units shall not apply to Units owned by the Developer or its designated Builder. A Co-owner may lease his Unit for the same purposes set forth in Section 6.1; provided that written disclosure of such lease transaction is submitted to the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner will lease less than an entire Unit in Stonewater Condominiums and no tenant will be permitted to occupy except under a lease the initial term of which is at least twelve (12) months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements will incorporate, or be deemed to incorporate, all of the provisions of Stonewater Condominiums Documents. After the transitional control date, the Association may amend Stonewater Condominiums Documents as to the rental of units or terms of occupancy. The amendment shall not affect the rights of any lessors or lessees under a written lease otherwise in compliance with this section and executed before the effective date of the amendment, or units as long as they are owned or leased by the Developer.

(2) Leasing Procedures. The leasing of Units in the Project will conform to the following provisions:

(a) A Co-owner desiring to rent or lease a Unit, will disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessees or occupants and, at the same time, will supply the Association with a copy of the exact lease form for its review for its compliance with Stonewater Condominiums Documents. The Co-owner or Developer shall also provide the Association with a copy of the executed lease. If no lease is to be used, then the co-owner or Developer shall supply the Association with the names and addresses of the lessee or occupants, along with the rental amount and due dates of any rental or compensation payable to a Co-owner or Developer, the due dates of that rental and compensation, and the terms of the proposed arrangement.

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(b) Tenants or non Co-owner occupants will comply with all of the conditions of Stonewater Condominiums Documents of Stonewater Condominiums Project and all leases and rental agreements will so state.

(c) If the Association determines that the tenant or non Co-owner occupant has failed to comply with the conditions of Stonewater Condominiums Documents, the Association may take the following action:

(i) The Association will notify the Co-owner by certified mail advising of the alleged violation by the tenant.

(ii) The Co-owner will have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(iii) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non Co-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non Co-owner occupant for breach of the conditions of Stonewater Condominiums Documents. The relief provided for in this subsection may be by summary proceedings. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or the Project.

(d) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, will deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions will not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Association, then the Association may do the following: (a) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding, (b) Initiate proceedings pursuant to subsection (c) above.

E. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time in connection with use, operation and management of Stonewater Condominiums. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Units and the Common Elements may be made and amended from time to time by any Board of Directors of the Association. Copies of all such rules, regulations and amendments thereto will be furnished to all Co-owners.

F. Right of Access to Association. The Association or its duly authorized agents will have access to each Unit and any improvements thereon and Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agent will also have access to each Unit and any improvements thereon and Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit or to the improvements thereon. In the event of emergency, the Association may gain access in such manner as may be reasonable under the circumstances and will not be liable to such Co-owner for any necessary damage appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

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G. Reserved Rights of Developer.

(1) Developer's Rights in Furtherance of Development of Sales. None of the restrictions contained in this Article VI will apply to the commercial activities or signs or billboards, if any, of the Developer during the Development Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer will have the right throughout the entire Development Period to utilize the temporary sales office/future community building as a sale or business office and to use a reasonable number of parking spaces incident thereto. The Developer shall have access, ingress to and egress from any part of the Project as may be reasonably required for the purpose of the sale of Units.

(2) Enforcement of Bylaws. The Condominium Project will at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which Developer may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer will have the right to enforce these Bylaws throughout the Development Period, which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

ARTICLE VII
MORTGAGES

A. Notice to Association. Any Co-owner who mortgages his or her Unit will notify the Association of the name and address of the mortgagee, and the Association will maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association may give to the holder of any mortgage covering any Unit in the project written notification of any default in the performance of the obligations of the Co-owner of such Unit.

B. Insurance. The Association will notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

C. Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium will be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

ARTICLE VIII
VOTING

A. Vote. Except as limited in these Bylaws, each Co-owner will be entitled to one vote for each Condominium Unit owned.

B. Eligibility to Vote. No Co-owner, other than the Developer, will be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium

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Project to the Association. Except as provided in this Article VIII and Article IX of these Bylaws, no Co-owner, other than the Developer, will be entitled to vote prior to the date of the First Annual Meeting held in accordance with Article IX. The Vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in this Article VIII or by a proxy given by such individual representative. The Developer will be the only person entitled to vote at a meeting of the Association until the First Annual Meeting and will be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer will be entitled to vote for each Unit which the Developer owns.

C. Designation of Voting Representative. Each Co-owner must file a written notice with the Association designating one individual representative who will vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice will state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each Person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice will be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

D. Quorum. The presence in person or by proxy of fifty-one percent (51%) of the Co-owners qualified to vote will constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy will be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

E. Voting. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting will not be Permitted.

F. Majority. A majority, except where otherwise provided herein, will consist of not less than fifty-one percent (51%) of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE IX
MEETINGS

A. Place of Meeting. Meetings of the Association will be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors.

B. First Annual Meeting. The First Annual Meeting may be convened within one hundred twenty (120) days after twenty-five percent (25%) of the Units that may be created are sold and the purchasers thereof qualified as members of the Association. In no event, however, will such meeting be called later than fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project. The Developer may call meetings of members for information or other appropriate purposes prior to the First Annual Meeting and no such meeting will be construed as the First Annual Meeting. The date, time and place of such meeting will be set by the Board of Directors, and at least

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ten (10) days, written notice thereof will be given to each Co-owner. The phrase "Units that may be created" as used in this Article and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted, under the Condominium Documents as may be amended, to include in the Condominium.

C. Annual Meetings. Annual meetings of the Association will be held at such time and place as will be determined by the Board of Directors. At such meetings there will be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

D. Special Meetings. It will be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by two-thirds (2/3) of the Co-owners presented to the Secretary of the Association. Notice of any special meeting will state the time and place of such meeting and the purposes thereof. No business will be transacted at a special meeting except as stated in the notice.

E. Notice of Meetings. It will be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-owner of record, at least ten (10) days but not more than thirty (30) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by this Article IX of these Bylaws will be deemed notice served. Any member may, by written waiver of notice signed by each member, waive such notice, and such waiver, when filed in the records of the Association, will be deemed due notice.

F. Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

G. Order of Business. The order of business at all meetings of the members will be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) election of Directors (at annual meeting or special meetings held for such purpose); (g) unfinished business; and (h) new business. Meeting of members will be chaired by the most senior officer of the Association present at such meeting. For purposes of this Article, the order of seniority of officers will be President, Vice President, Secretary and Treasurer.

H. Action without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots will be solicited in the same manner as provided in this Article for the giving of notice of meetings of members. Such solicitations will specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot will afford an opportunity to specify a choice between approval and disapproval of each matter and will provide that, where the member specifies a choice, the vote will be cast in accordance therewith. Approval by written ballot will be constituted by receipt within the time period specified in the solicitation of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

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I. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, will be as valid as though made at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver or notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals will be filed with the corporate records or made a part of the minutes of the meeting.

J. Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, will be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given will be prima facie evidence that such notice was given.

ARTICLE X
ADVISORY COMMITTEE

Within one (1) year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within one hundred twenty (120) days after conveyance to purchasers of one-third (1/3) of the total number of Units that may be created, whichever first occurs, the Developer will cause to be established an Advisory Committee consisting of at least three (3) non-developer Co-owners. The Committee will be established and perpetuated in any manner the Developer deems advisable, except that if more than fifty percent (50%) of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose will be held. The purpose of the Advisory Committee will be to facilitate communications between the temporary Board of Directors and the non-developer Co-owners and to aid the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee will cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI
BOARD OF DIRECTORS

A. Number and Qualification of Directors. The Board of Directors will be comprised of not less than three (3) nor more than seven (7) members all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association. Initially, the Board of Directors established by the Developer will consist of three (3) members. Directors will serve without compensation.

B. Election of Directors.

(1) First Board of Directors. The first Board of Directors or its successors as selected by the Developer will manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Elections for non-developer Co-owner Directors will be held as provided for below.

(2) Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of twenty-five percent (25%) of the Units that may be created, at least 1 director, and not less than 25% of the board of directors of the Association shall be elected by non-developer Co-owners. When the required percentage level of conveyance has been reached, the

Developer will notify the non-developer Co-owners and request that they hold a meeting and elect the required Director. Upon certification to the Developer by the Co-owners of the Director so elected, the Developer will then immediately appoint such Director to the Board to serve until the First Annual Meeting unless he is removed pursuant to Article XI, Paragraph G or he or she resigns or becomes incapacitated.

(a) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of 50% of the units that may be created, not less than 33-1/3% of the board of directors shall be elected by non-developer Co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units that may be created, and before conveyance of ninety percent (90%) of such Units, the non-developer Co-owners will elect all Directors on the Board, except that the Developer will have the right to designate at least 1 Director as long as the Developer owns and offers for sale at least 10% of all Units in the Project or as long as 10% of the Units remain that may be created. Whenever the seventy-five percent (75%) conveyance level is achieved, a meeting of Co-owners will be promptly convened to effectuate this provision, even if the First Meeting has already occurred.

(b) Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but will not reduce, the minimum election and designation rights otherwise established in subsection (a). Application of this subsection does not require a change in the size of the Board of Directors.

(c) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (b), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (2) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater will be rounded up to the nearest whole number, which number will be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer will have the right to elect the remaining members of the Board of Directors. Application of this subsection will not eliminate the right of the Developer to designate 1 member as provided in subsection (a).

(d) Each Director shall serve for one (1) year or until his/her successor is elected.

(e) Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect Directors and conduct other business will be held in accordance with the provisions of Article IX.

(f) For purposes of calculating the timing of events described in this section, conveyance by Developer to a residential builder, even though not an affiliate of Developer, is not considered a sale to a non-developer co-owner until such time as the residential builder

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conveys that unit with a completed residence on it or until it contains a completed residence which is occupied.

C. Power and Duties. The Board of Directors will have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by Co-owners.

D. Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors will be responsible specifically for the following:

(1) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.

(2) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

(3) To carry insurance and collect and allocate the proceeds thereof.

(4) To rebuild improvements after casualty.

(5) To contract for, employ and discharge persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.

(6) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(7) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action will also be approved by affirmative vote of seventy-five percent (75%) of all of the members of the Association.

(8) To make rules and regulations in accordance with these Bylaws.

(9) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

(10) To enforce the provisions of the Condominium Documents.

(11) To do anything required of or permitted to it, as administrator of this Condominium project by the Condominium Master Deed or Condominium Bylaws or by Act No. 59 of Public Acts of 1978, as amended.

E. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board will authorize, including, but not limited to, the duties listed in Article XI, and the Board may delegate to such management

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agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event will the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than one (1) year or which is not terminable by the Association upon thirty (30) days, written notice thereof to the other party and no such contract will violate the provisions of Section 55 of the Act.

F. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association will be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer will be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected will be a Director until a successor is elected at the next annual meeting of the Association. Vacancies among non-developer Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and will be filled in the manner specified in Section 112(b).

G. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty-one percent (51%) of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy will be the normal fifty-one percent (51%). Any Director whose removal has been proposed by the Co-owners will be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

H. First Meeting. The first meeting of a newly elected Board of Directors will be held within ten (10) days of election at such place as will be fixed by the Directors at the meeting at which such Directors were elected, and no notice will be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board will be present.

I. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as will be determined from time to time by a majority of the Directors, but at least two such meetings will be held during each fiscal year. Notice of regular meetings of the Board of Directors will be given to each Director, personally, by mail, telephone or telegraph at least ten (10) days prior to the date named for such meeting.

J. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days, notice to each Director, given personally, by mail, telephone or telegraph, which notice will state the time, place and purpose of the meeting. Special meetings of the Board of Directors will be called by the President or Secretary in like manner and on like notice on the written request of two Directors.

K. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver will be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board will be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice will be required and any business may be transacted at such meeting.

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L. Adjournment. At all meetings of the Board of Directors, a majority of the Directors will constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present will be the acts of the Board of Directors. If, at any meeting of the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time upon twenty-four (24) hours, prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof will constitute the presence of such Director for purposes of determining a quorum.

M. First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date will be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

N. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds will furnish adequate fidelity bonds. The premiums on such bonds will be expenses of administration.

ARTICLE XII
OFFICERS

A. Officers. The principal officers of the Association will be a President, who will be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

(1) President. The President will be the chief executive officer of the Association. He will preside at all meetings of the Association and of the Board of Directors. He will have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his or her discretion deem appropriate to assist in the conduct of the affairs of the Association.

(2) Vice President. The Vice President will take the place of the President and perform his or her duties whenever the President will be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors will appoint some other member of the Board to so do on an interim basis. The Vice President will also perform such other duties as will from time to time be imposed upon him by the Board of Directors.

(3) Secretary. The Secretary will keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he will have charge of the corporation seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

(4) Treasurer. The Treasurer will have responsibility for the Association funds and securities and will be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He will be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

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B. Election. The officers of the Association will be elected annually by the Board of Directors at the organizational meeting of each new Board and will hold office at the pleasure of the Board.

C. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his or her successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter will have been included in the notice of such meeting. The officer who is proposed to be removed will be given an opportunity to be heard at the meeting.

D. Duties. The officers will have such other duties, Powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XIII
FINANCE

A. Records/Assessment of Tangible Personal Property. The Developer, or the project manager which has been appointed by the Developer, if any, will administer the affairs of the project and will keep books and records with a detailed account of the expenditures and receipts affecting the Project and its administration, and which specify the operating expenses of the project, until such time as the Board of Directors of the Association is transferred to non-developer co-owners. After the Association is controlled by non-developer Board of Directors, the Treasurer of the Association shall have such responsibility, unless the Board has engaged the services of a project manager for such purposes. Such accounts and all other Association records will be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association will prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which will be defined by the Association. The books of account will be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium will be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses will be expenses of administration. The person designated to administer the affairs of the project shall be assessed as the person in possession for any tangible personal property of the project owned or possessed in common by the co-owners. Personal property taxes based on that tangible personal property shall be treated as expenses of administration.

B. Fiscal Year. The fiscal year of the Association will be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year will be subject to change by the Directors for accounting reasons or other good cause.

C. Bank. Funds of the Association will be initially deposited in such bank or savings association as may be designated by the Directors and will be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XIV
INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every director and officer of the Association will be indemnified by the Association against all expenses and liabilities, including attorney fees, reasonably incurred by or imposed upon him in connection

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with any proceedings to which he may be a party or in which he may become involved by reason of his or her being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his or her duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein will apply only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled, including indemnification under the Articles of Incorporation of the Association. At least ten (10) days prior to payment of any indemnification, whether under this section or under the Articles of Incorporation of the Association, the Board of Directors shall notify all Co-owners of the payment.

ARTICLE XV
SEAL

The Association may (but need not) have a seal. If the Board determines that the Association will have a seal, then it will have inscribed thereon the name of the Association, the words "corporate seal", and "Michigan".

ARTICLE XVI
COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, or any other persons acquiring an interest in or using the facilities of the Project in any manner are subject to and will comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Property will signify that the Condominium Documents are accepted and ratified.

ARTICLE XVII
REMEDIES FOR DEFAULT

Any default by a Co-owner will entitle the Association or another Co-owner or Co-owners to the following relief:

A. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents will be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

B. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, will be entitled to recover the costs of the proceeding and such reasonable attorneys fees (not limited to statutory fees) as may be determined by the court, but in no event will any Co-owner be entitled to recover such attorneys' fees.

C. Removal and Abatement. The violation of any of the provisions of the Condominium Documents will also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit and the improvements thereon, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the

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Condominium Documents. The Association will have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

D. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner will be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article IX of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owners as prescribed in said Article IX, and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in these Bylaws. No fine will be levied for the first violation. Fine amounts will be determined by the Board of Directors.

E. Non-waiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents will not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

F. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the Condominium Documents will be deemed to be cumulative and the exercise of any one or more will not be deemed to constitute an election of remedies, nor will it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

G. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. In such a proceeding, the Association shall recover the costs of the proceeding and reasonable attorney fees, as determined by the court. In no event will any co-owner be entitled to recover such attorney fees. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XVIII
RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer will be made by appropriate instrument in writing in which the assignee or transferee will join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee will thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or retained by Developer or its successors will expire and terminate, if not sooner assigned to the Association, at the conclusion of the Development Period. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and will not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such

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documents which will not be terminable in any manner hereunder and which will be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XIX
MISCELLANEOUS PROVISIONS

A. Definitions. All terms used herein will have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

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

C. Notices. Notices provided for in the Act, Master Deed or Bylaws must be in writing, and are to be addressed to the Association at 3115 Railway Drive, Byron Center, Michigan 49315, or to any Co-owner at the address set forth in the deed of conveyance, or at such other address as may hereinafter be provided.

The Association may designate a different address for notices to it by giving written notice of such change of address to all Co-owners. Any Co-owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above will be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

D. Amendment. These Bylaws may be amended, altered, changed, added to or repealed only in the manner set forth in the Master Deed.

E. Conflicting Provisions. In the event of a conflict between the provisions of 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 any conflict between the PUD Ordinance or the ordinances of Grand Haven Township and any Condominium Document, the PUD Ordinance or other ordinance shall govern; in the event of any conflict between the provisions of any one or more Condominium Documents, the following order of priority shall prevail and the provisions of the Condominium Document having the highest priority shall govern:

(1) the Master Deed, including the Condominium Subdivision Plan but excluding these Bylaws;

(2) these Bylaws;

(3) the Articles of Incorporation of the Association; and

(4) the Rules and Regulations of the Association.

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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 Lincoln Street Holdings, LLC
Phone (616) 450-9487 Fax
Address 3115 Railway Drive, Byron Center, Michigan 49315

Owner information *(If different from applicant)*

Name
Phone Fax
Address

Property information

Address/Location 15790, 15730, 14306 Lincoln Street, Grand Haven, Michigan 49417
Parcel # 70-07-14-100-010, 004, 005, 008
Subject Property size *(acres)* 68.48 acres *(Include a survey with the legal description)*
Zoning *(current)* AG/PUD Zoning requested R-2 PUD
Adjacent Zoning AG (*North*) AG, RP (*South*) RR, RP (*East*) AG (*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 Vacant
Proposed use of the subject property Residential PUD
Number and type of existing structures on the subject property Zero
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* August 19, 2015

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

Last Revised 11/17/06

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 August 19, 2015

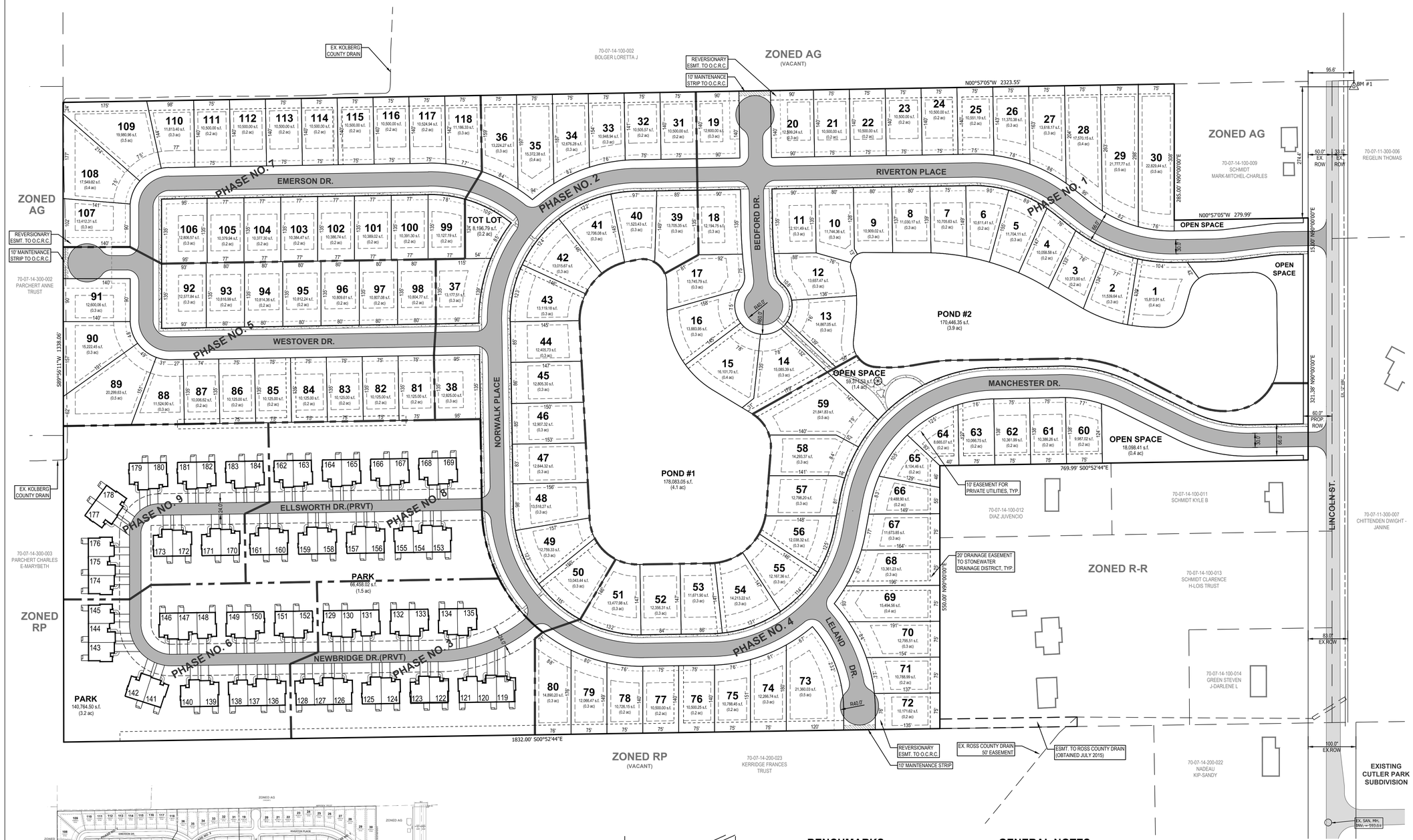
For Office Use Only

Date Received _____ Fee Paid? _____

Materials Received: Site Plans _____ Location Map _____

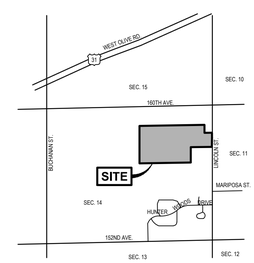
Survey _____ Legal Description _____

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



OPEN SPACE QUALIFICATION

N.T.S.



LOCATION MAP

NOT TO SCALE

BENCHMARKS

BENCHMARK #1 ELEV. = 614.17
TOP OF FLANGE BOLT ON HYDRANT UNDER "E" IN E.J.I.W. LOCATED APPROX. 95.6' NORTH AND 274.4' WEST OF THE NORTHWEST PROPERTY CORNER. AS SHOWN ON THE PLAN.

LEGAL DESCRIPTION

70-07-14-100-010
PART NE 1/4 OF NW 1/4 COM 285 FT E OF NW COR, TH E 15 FT, S 330 FT, W 15 FT, N 330 FT TO BEG, SEC 14 T7N R16W

70-07-14-100-004
PART NE 1/4 OF NW 1/4 COM 300 FT E OF NW COR, TH E 170 FT, S 170 FT, W 170 FT, N 170 FT TO BEG, EXC N 50 FT SEC 14 T7N R16W

70-07-14-100-005
NE 1/4 OF NW 1/4, EXC COM NW COR, TH S 330 FT, E 300 FT, N 160 FT, E 170 FT, N 170 FT, W 470 FT TO BEG, ALSO EXC N 820 FT OF E 550 FT, ALSO EXC N 50 FT SEC 14 T7N R16W

70-07-14-100-008
SE 1/4 OF NW 1/4 SEC 14 T7N R16W 40 A

GENERAL NOTES

1) ZONING OF PROPERTY: PUD
PUD ZONING REQUIREMENTS
A) MINIMUM LOT AREA = 8,100 SQ.FT.
B) MINIMUM LOT WIDTH = 70 FT.
SETBACKS
A) FRONT YARD = 35 FT.
B) SIDE YARD = 8 FT.
C) REAR YARD = 25 FT.
2) SUMMARY OF LAND USE:
OVERALL
A) TOTAL ACREAGE = 68.48 ACRES (2,982,989 SQ.FT.) (EXCLUDING LINCOLN ST. R.O.W.)
B) OVERALL TOTAL OPEN SPACE = 14.77 ACRES (21.6%)
C) CREDITED OPEN SPACE = 14.01 ACRES (20.5%)
D) AREA OF PROP. BUILDINGS = 127,662 SQ.FT. (CONDO BLDGS ONLY, EXCLUDES FUTURE SINGLE FAMILY RESIDENCES)
E) AREA OF PROP. BITUMINOUS = 276,636 SQ.FT.
F) AREA OF PROP. CONCRETE = 38,734 SQ.FT.
G) TOTAL LENGTH OF STREET = 9,506 LF.
H) TOTAL RESIDENTIAL UNITS = 184 UNITS
I) TOTAL SINGLE FAMILY LOTS = 118 LOTS
J) TWO UNIT CONDOS (21) = 42 UNITS
THREE UNIT CONDOS (8) = 24 UNITS
TOTAL CONDO UNITS = 66 UNITS
PHASE NO. 1
A) TOTAL ACREAGE = 20.44 ACRES (890,404 SQ.FT.) (EXCLUDING LINCOLN ST. R.O.W.)
B) TOTAL OPEN SPACE = 8.47 ACRES
C) TOTAL LENGTH OF STREET = 1,756 LF.
D) TOTAL SINGLE FAMILY LOTS = 30 LOTS
3) GENERAL REQUIREMENTS
A) ALL STREETS WITH SINGLE FAMILY LOTS WILL BE DEDICATED TO THE PUBLIC AND WILL BE CONSTRUCTED PER OTTAWA COUNTY STANDARDS AND SPECIFICATIONS.
B) THIS PROJECT WILL BE SERVICED BY PUBLIC UTILITIES - SANITARY SEWER, STORM SEWER, WATER, BURIED ELECTRIC, TELEPHONE, CABLE TV, AND GAS.
C) THIS PROJECT IS NOT LOCATED IN AN AREA OF THE 100 YEAR FLOODPLAIN BASED ON THE NATIONAL FLOOD INSURANCE RATE MAPS.
D) THIS PROJECT SHALL CONFORM TO THE OTTAWA COUNTY SOIL EROSION AND SEDIMENTATION CONTROL ORDINANCE.
E) ALL STORM SEWERS SHALL BE LOCATED WITHIN A MINIMUM 20; DRAINAGE EASEMENT.
F) ALL STORM SEWER EASEMENTS WILL BE MAINTAINED BY A DRAINAGE DISTRICT ESTABLISHED BY A 433 AGREEMENT WITH THE OTTAWA COUNTY WATER RESOURCE COMMISSIONER.
G) CONTOURS ARE DEPICTED AT 2 FOOT INTERVALS.

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

NEDERVELD
www.nederveld.com
800.222.1868
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217 Grandville Ave., Suite 302
Grand Rapids, MI 49503
Phone: 616.575.5190
ANN ARBOR
CHICAGO
COLUMBUS
HOLLAND
INDIANAPOLIS
ST. LOUIS

PREPARED FOR:
Lincoln Street Holdings, LLC.
Dale Kraker

3315 Railway Drive
Byron Center, MI 49315

REVISIONS:
Title: Prelim. PUD Submission V. Date:
Drawn: JM Checked: RP S. Date: 08.19.15

STONEWATER

Preliminary Site Layout Plan

15730 & 14306 LINCOLN STREET
PART OF THE NORTHWEST 1/4 OF SECTION 14, T7N, R16W, GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN

STAMP:
STATE OF MICHIGAN
RICHARD A. PULASKI
ENGINEER
No. 52618
LICENSED PROFESSIONAL ENGINEER

PROJECT NO:
12201048

SHEET NO:
C-101

SHEET: 1 OF 3

12201048-PREL15.dwg JM 8/18/2015 14:23

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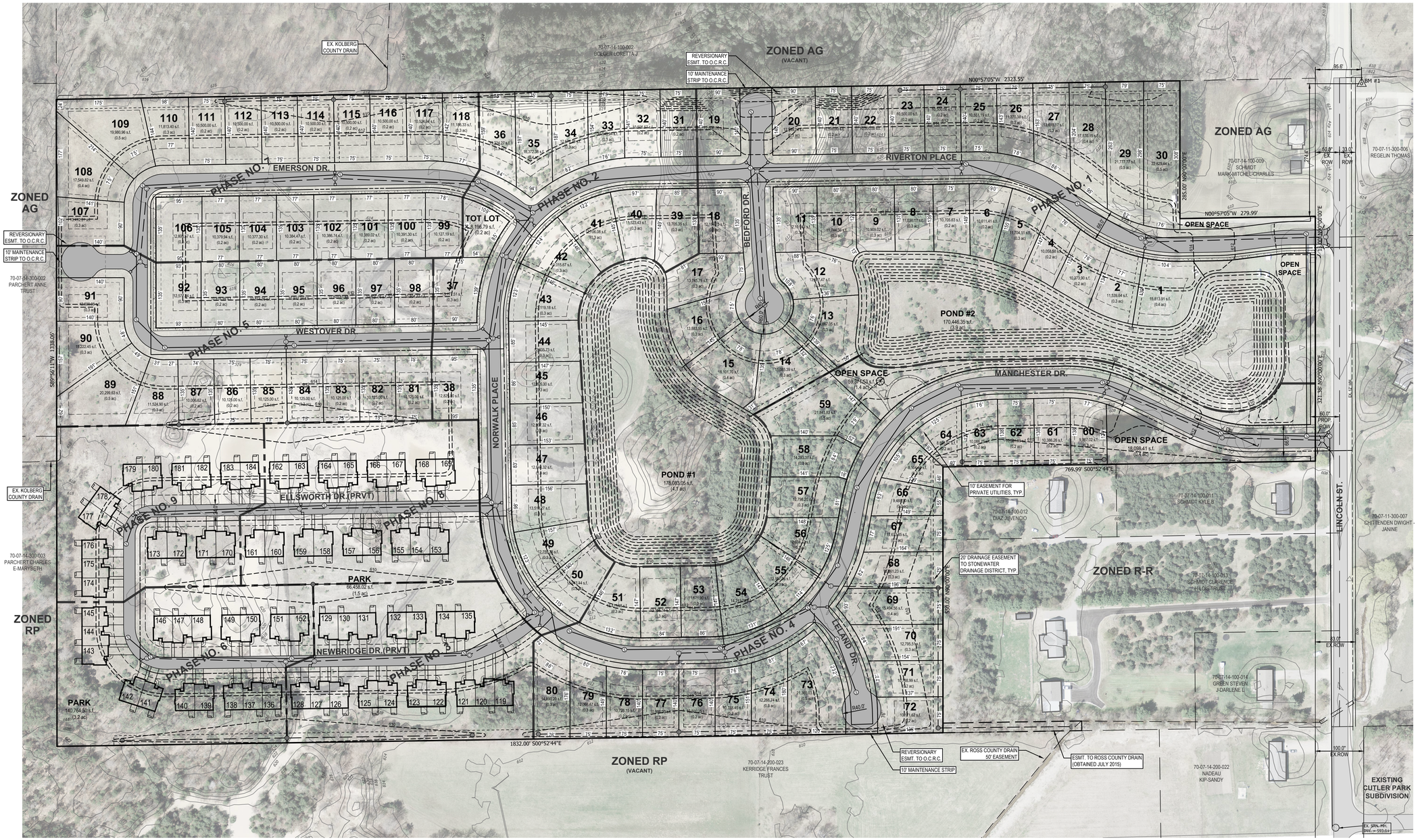

LEGEND

- EX. GRADE CONTOUR
- PROP. GRADE CONTOUR
- EX. BITUMINOUS
- PROPOSED BITUMINOUS (STANDARD DUTY)
- PROPOSED CONCRETE (STANDARD DUTY)
- PROP. STORM SEWER (18"-36")
- PROP. SANITARY SEWER (8")
- PROP. WATERMAIN (8")

N

0' 50' 100' 200'

SCALE: 1" = 100'

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Grand Rapids, MI 49503
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CHICAGO
COLUMBUS
HOLLAND
INDIANAPOLIS
ST. LOUIS

PREPARED FOR:

Lincoln Street Holdings, LLC.
Dale Kraker

3315 Railway Drive
Byron Center, MI 49315

REVISIONS:

Title: Prelim. PUD Submission	V. Date:
Drawn: JM Checked: RP	S. Date: 08.19.15

STONEWATER

Preliminary Site Layout Plan

15730 & 14306 LINCOLN STREET

PART OF THE NORTHWEST 1/4 OF SECTION 14, T7N, R16W, GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN

STAMP:

STATE OF MICHIGAN
RICHARD A. PULASKI
ENGINEER
No. 52618
LICENSED PROFESSIONAL ENGINEER

PROJECT NO:
12201048

SHEET NO:
C-102

SHEET: 2 OF 3

12201048-PREL10.dwg JM 8/19/2015 14:37

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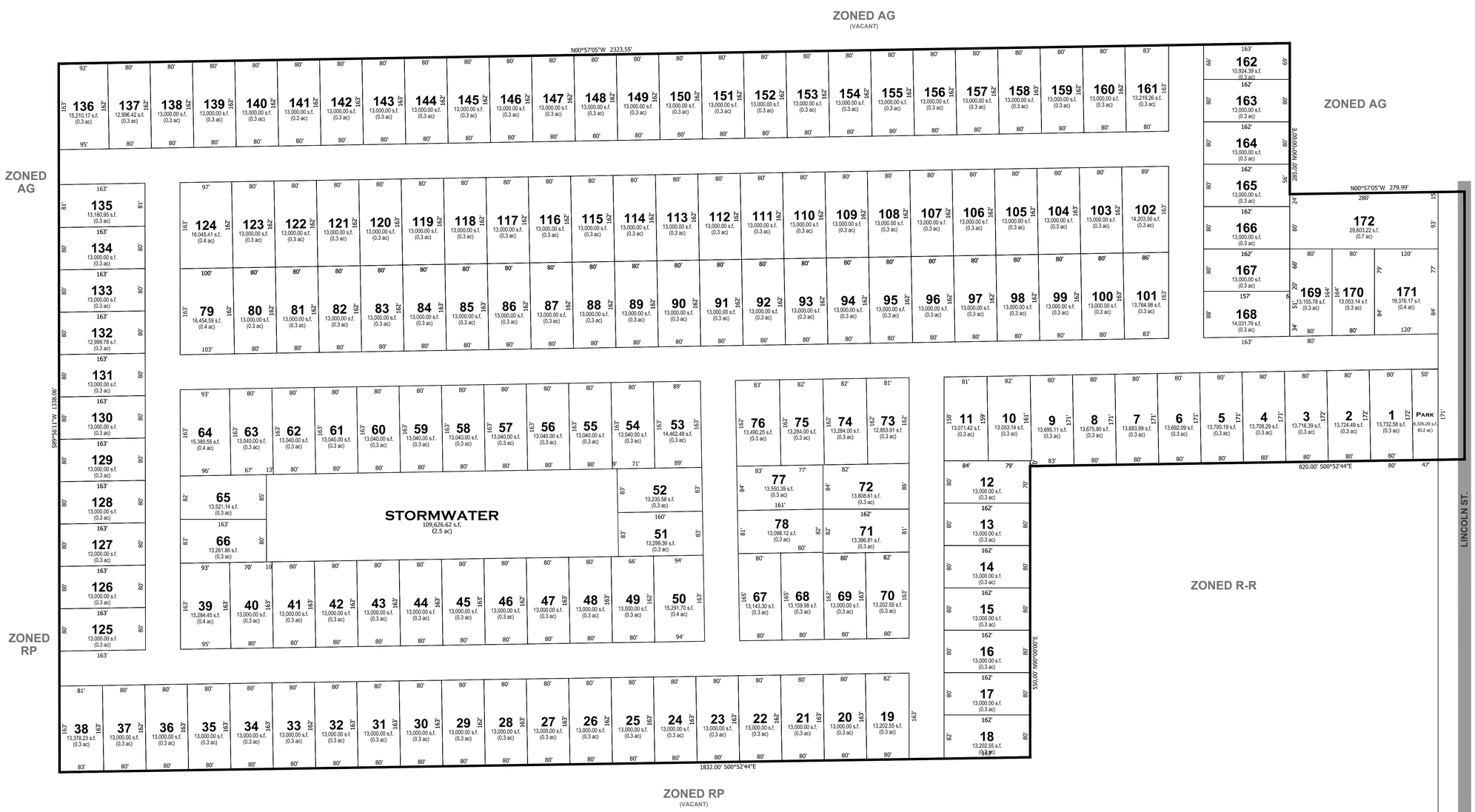

GENERAL NOTES

1) R-2 ZONING REQUIREMENTS
   A) MINIMUM LOT AREA = 13,000 SQ.FT.
   B) MINIMUM LOT WIDTH = 80 FT.
2) TOTAL NUMBER OF UNITS = 172

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

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ST. LOUIS

PREPARED FOR:
Lincoln Street Holdings, LLC.
Dale Kraker

3315 Railway Drive
Byron Center, MI 49315

REVISIONS:

Title: Prelim. PUD Submission		V. Date:
Drawn: JM	Checked: RP	S. Date: 08.19.15

STONEWATER

Parallel Plan

15730 & 14306 LINCOLN STREET
PART OF THE NORTHWEST 1/4 OF SECTION 14, T7N, R16W,
GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN

STAMP:
STATE OF MICHIGAN
RICHARD A. PULASKI
ENGINEER
No. 52618
LICENSED PROFESSIONAL ENGINEER

PROJECT NO:
12201048

SHEET NO:
C-103

SHEET: 2 OF 3

12201048-PREL10.dwg JM 8/19/2015 14:38

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LEGEND

1. NEIGHBORHOOD ACCESS POINT
2. OPEN SPACE
3. COMMUNITY PARK
4. TOT LOT
5. TEMPORARY CULDESAC

NOTES

TOTAL ACREAGE = 68.48 ACRES (EXLUDING LINCOLN R.O.W.)

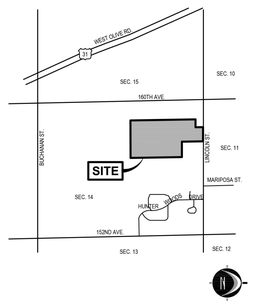
TOTAL OPEN SPACE = 14.77ACRES (21.6%)

TOTAL LENGTH OF STREET = 9,506 LN.FT.

TOTAL RESIDENTIAL UNITS = 184 UNITS
SINGLE FAMILY LOTS = 118 UNITS
TWO UNIT CONDOS (21) = 42 UNITS
THREE UNIT CONDOS (8) = 24 UNITS

TYPICAL LOT

LOCATION MAP



August 19, 2015 north 0' 50' 100' 200' scale 1" = 100'

STONEWATER

SITE PLAN ILLUSTRATIVE RENDERING

project number: 12201048

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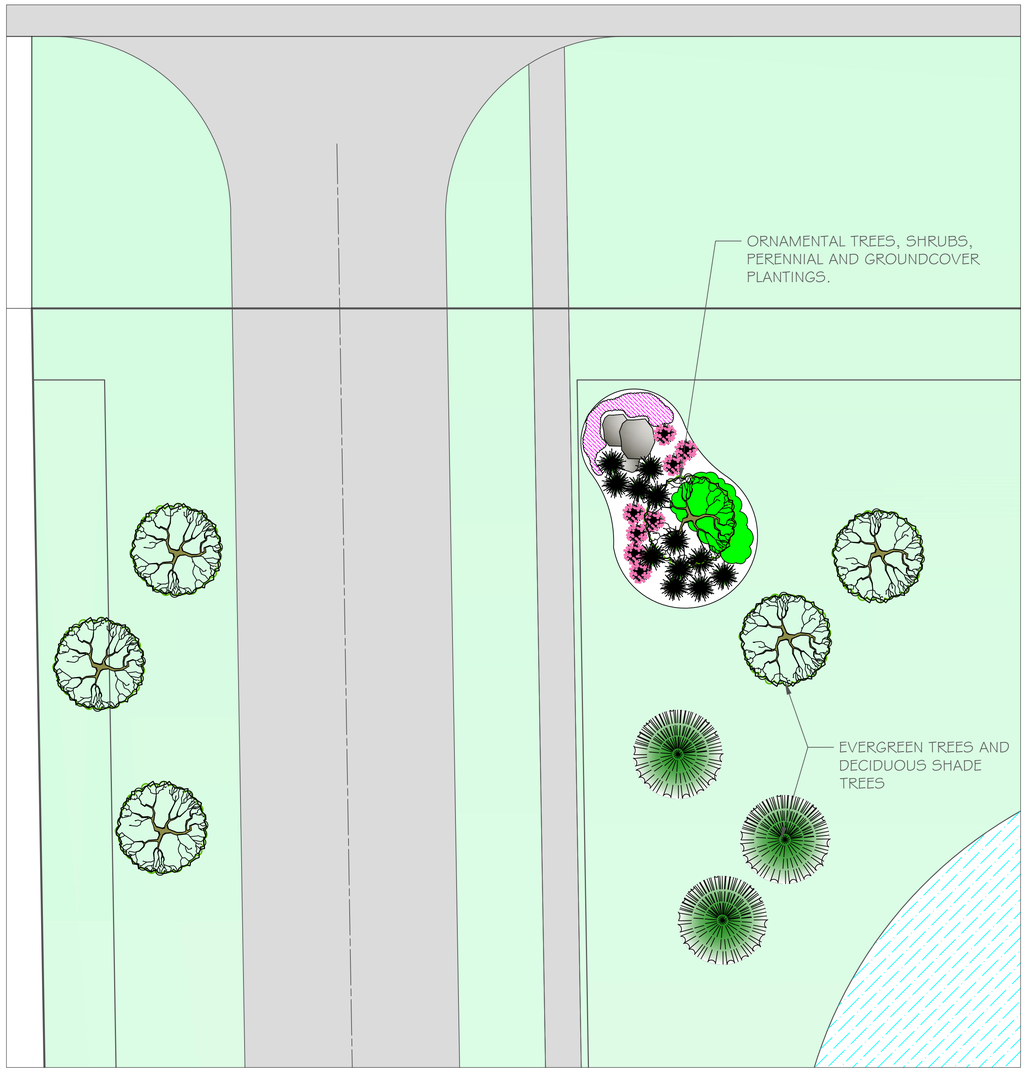
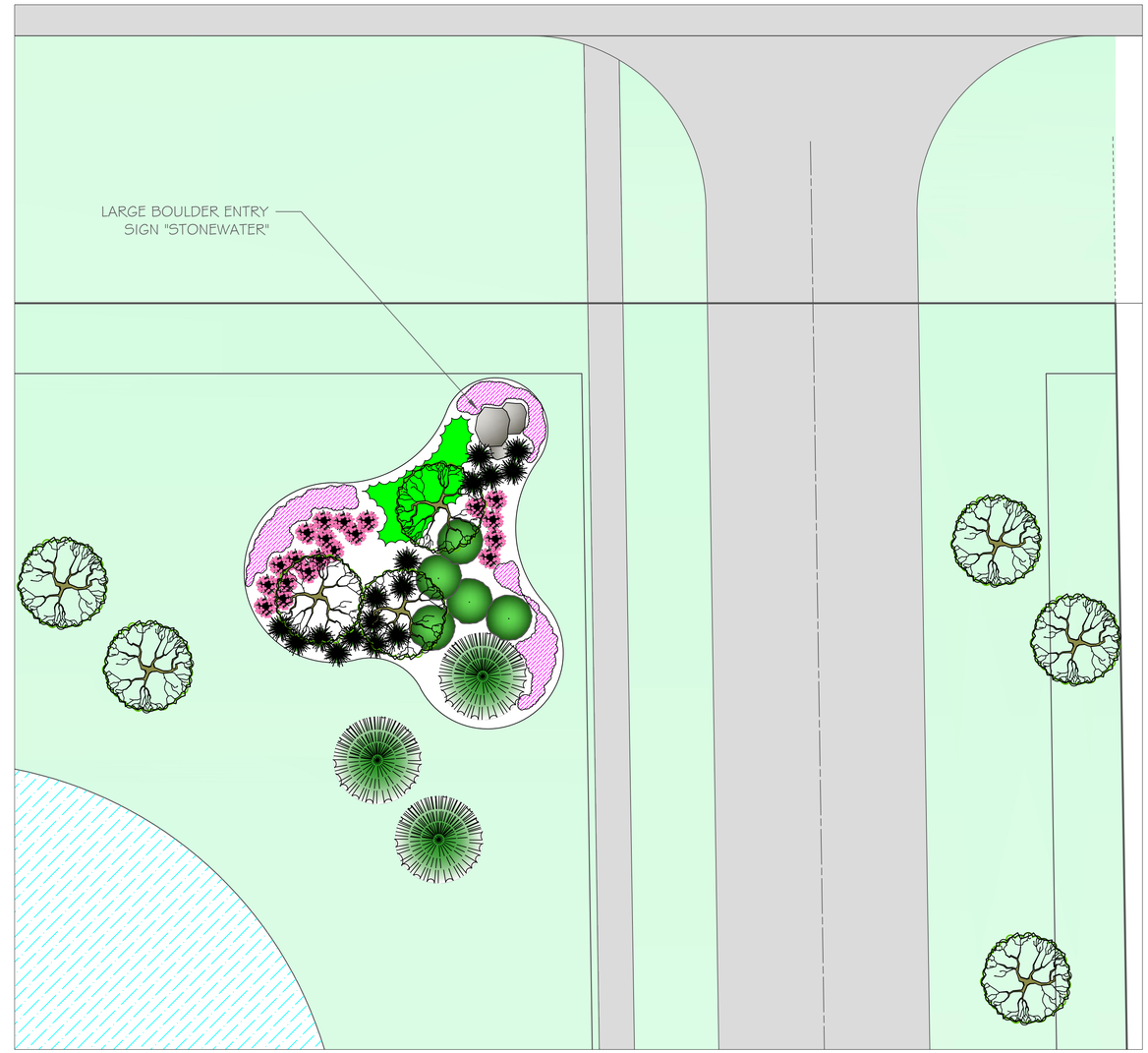
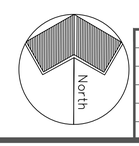
WEST NEIGHBORHOOD ENTRANCE



EAST NEIGHBORHOOD ENTRANCE





PLAN REVISIONS

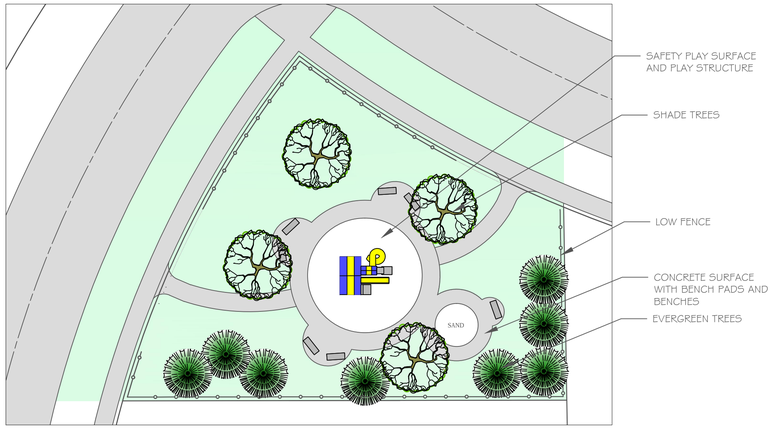
KATERBERG VERHAGE
Landscapes for Life
3717 Michigan NE
Grand Rapids, Michigan 49525
616.949.3030
www.katerbergverhage.com

SCALE:	1" = 10'
DESIGNED BY:	
CHECKED BY:	
DATE:	AUGUST 2015

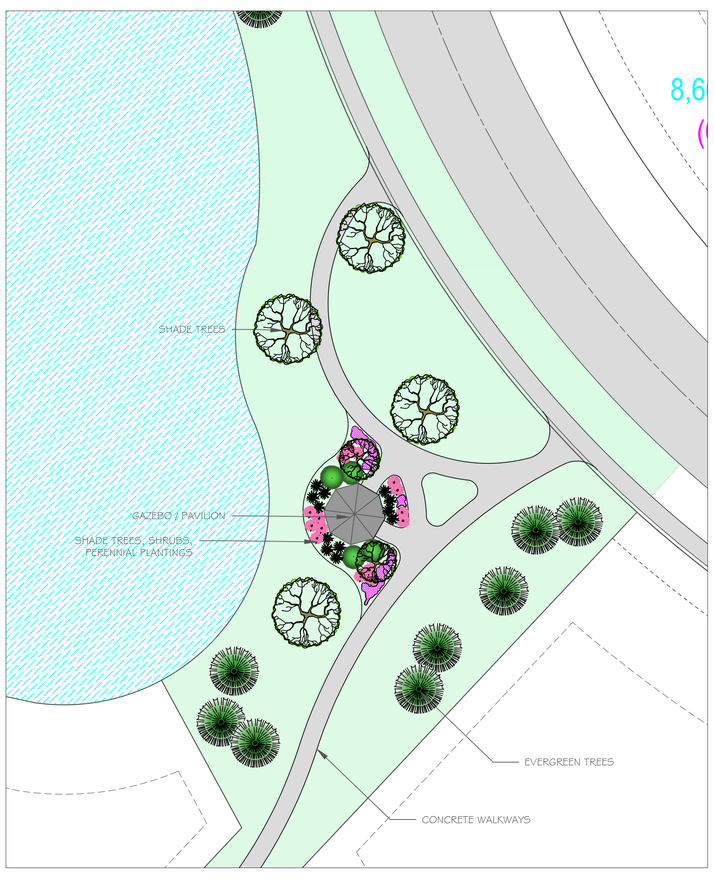
LANDSCAPE PLANS
FOR
STONEWATER
GRAND HAVEN, MICHIGAN

JOB NUMBER:	
DESIGN NUMBER:	
SHEET NUMBER	1 OF 3

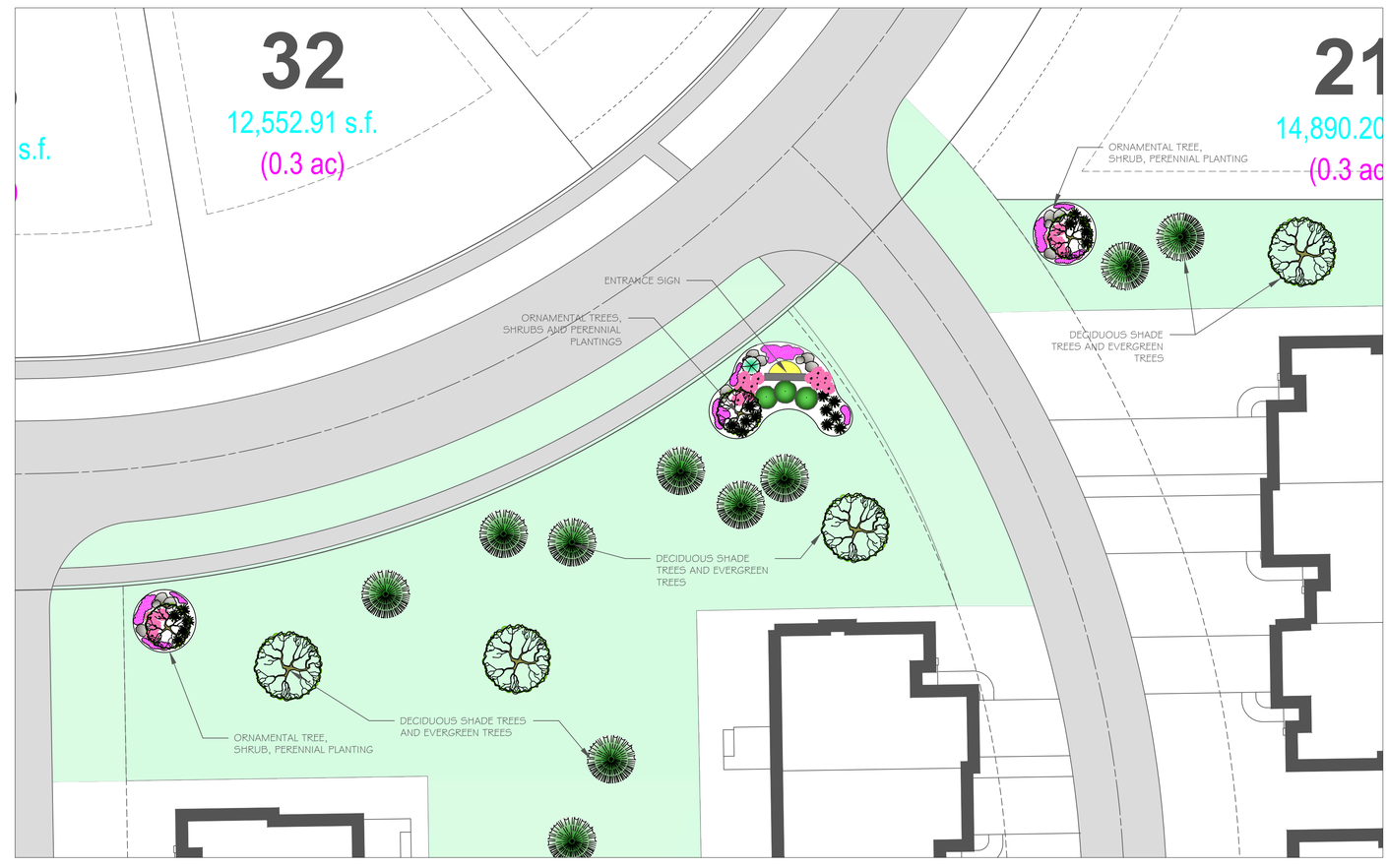
TOT LOT

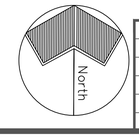


COMMON AREA

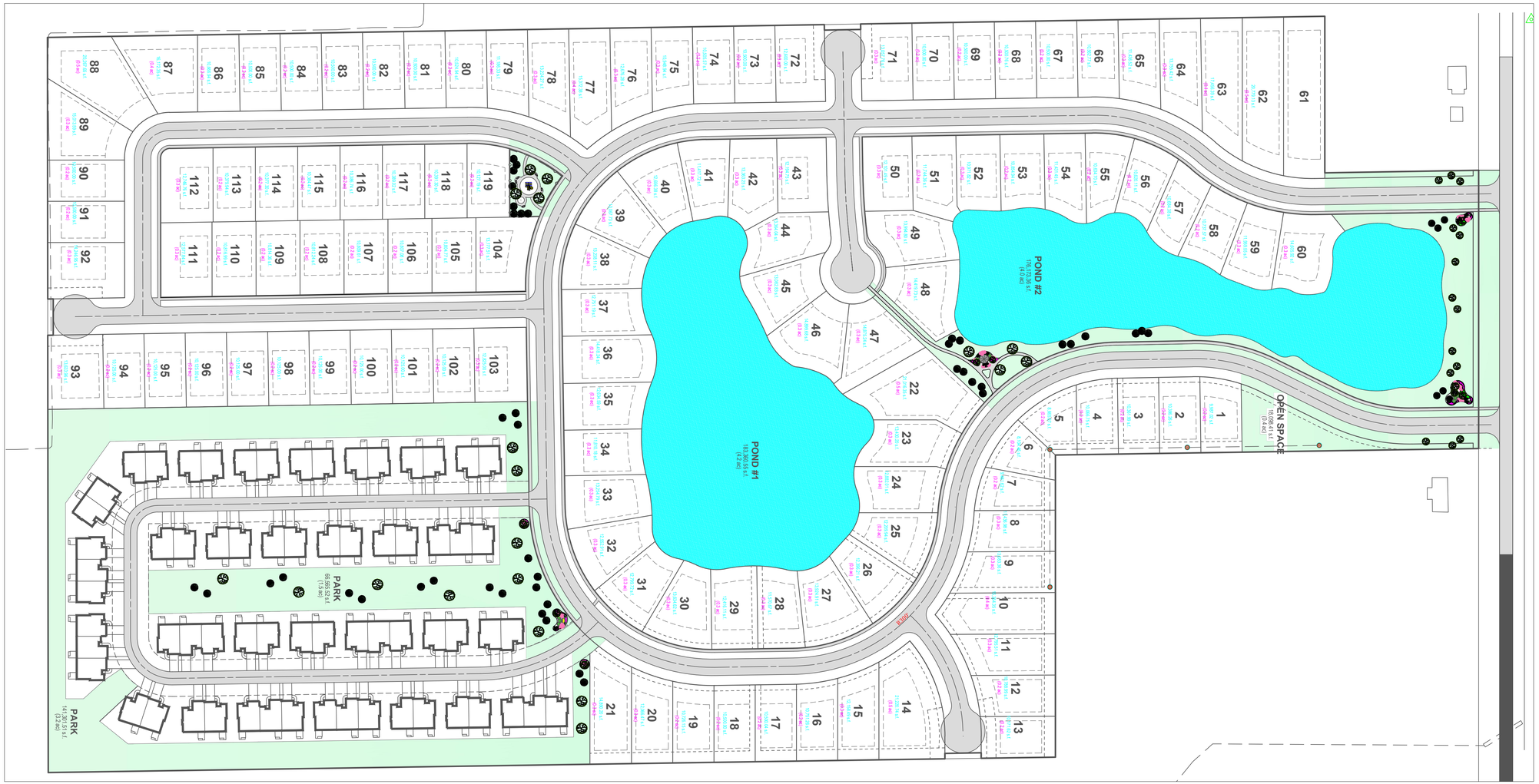


CODOMINIUM ENTRANCE





PLAN REVISIONS	KATERBERG VERHAGE Landscapes for Life 3717 Michigan NE Grand Rapids, Michigan 49525 616.949.3030 www.katerbergverhage.com	SCALE: 1" = 20' DESIGNED BY: CHECKED BY: DATE: AUGUST 2015	LANDSCAPE PLANS FOR STONEWATER GRAND HAVEN, MICHIGAN	JOB NUMBER: DESIGN NUMBER: SHEET NUMBER 2 OF 3



PLAN REVISIONS	KATERBERG VERHAGE Landscapes for Life 3717 Michigan NE Grand Rapids, Michigan 49525 616.949.3030 www.katerbergverhage.com	SCALE: 1" = 100 DESIGNED BY: CHECKED BY: DATE: AUGUST 2015	LANDSCAPE PLANS FOR STONEWATER GRAND HAVEN, MICHIGAN	JOB NUMBER: DESIGN NUMBER: SHEET NUMBER 3 OF 3

MASTER DEED

STONEWATER CONDOMINIUMS

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

DRAFT

OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____

(1) Master Deed establishing Stonewater Condominiums, a Condominium Project.

(2) Exhibit "A" to Master Deed: Condominium Bylaws of Stonewater Condominiums.

(3) Exhibit "B" to Master Deed: Condominium Subdivision Plan for Stonewater Condominiums.

(4) Exhibit "C" to Master Deed: Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act.

(5) Exhibit "D" to Master Deed: Mortgagee Consent to Submission to Condominium Ownership.

(6) Exhibit "E" to Master Deed: Grand Haven Township Ordinance No. ____, establishing the Project as a Planned Unit Development.

No interest in real estate being conveyed hereby, no revenue stamps are required.

<u>This Master Deed Drafted By</u>:

TODD A. HENDRICKS
RHOADES McKEE, PC
55 Campau Avenue, N.W., Suite 300
Grand Rapids, MI 49503

Return to Draftsman After Recording.

MASTER DEED

STONEWATER CONDOMINIUMS

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

This Master Deed is made and executed on this ____ day of _____, 2015, by Lincoln Street Holdings, LLC, a Michigan limited liability company, of 3115 Railway Drive, Byron Center, Michigan 49315 (the "Developer").

WITNESSETH:

WHEREAS, the Developer is engaged in the construction of a condominium project to be known as Stonewater Condominiums (the "Project"), located in the Township of Grand Haven, Ottawa County, Michigan on the parcel of land described in Article II; and

WHEREAS, the Developer desires, by recording this Master Deed together with the Condominium Bylaws attached hereto as Exhibit "A" and the Condominium Subdivision Plan attached as Exhibit "B" (both of which are hereby incorporated by reference and made a part hereof), to establish the real property described in Article II, together with the improvements located and to be located thereon and the appurtenances thereto, as a condominium project under the provisions of the Michigan Condominium Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Stonewater Condominiums as a condominium project under the Act and does declare that the Project will be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed, all of which will be deemed to run with the land and will be a burden and a benefit to the Developer, its successors and assigns, and to any persons acquiring or owning an interest in the Project, their grantees, successors, heirs, personal representatives, administrators and assigns. In furtherance of the establishment of the Project, it is provided as follows:

ARTICLE I
NATURE OF PROJECT

As the Developer of Stonewater Condominiums, Lincoln Street Holdings, LLC, a Michigan limited liability company, has established this Master Deed to provide a governance structure and a flexible system of standards and procedures for the overall development, expansion, administration, maintenance and preservation of Stonewater Condominiums. An integral part of the development plan is the creation of Stonewater Condominiums Condominium Association, a Michigan non-profit corporation, to operate and/or maintain various common elements and common areas and to ultimately administer and enforce this Master Deed and the other Condominium Documents referenced in this Master Deed.

Stonewater Condominiums consists of condominium units designed and intended for separate ownership and use for residential purposes, as set forth completely in the Condominium Subdivision Plan. Each Unit is capable of individual utilization by having its own access to the Common Elements of the Project. All Units and other improvements depicted on the Condominium Subdivision Plan are "need-not-be-built" items. Stonewater Condominiums does not contain any "must-be-built" items.

The number, size, style and/or location of Units or of any Limited Common Element appurtenant to a Unit may be modified from time to time, in the Developer's sole discretion, by amendment affected solely by

the Developer or its successors without the consent of any Co-owner, mortgagee or other 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 or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element; provided, that no Unit (or a Limited Common Element appurtenant to such Unit) which has been sold or is subject to a binding Purchase Agreement shall be modified without the consent of the Co-owner or purchaser and Mortgagee thereof. No Unit modified in accordance with this paragraph shall be conveyed, however, until an amendment to the Master Deed duly reflecting all material changes has been recorded. All Co-owners, mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to any amendment to amendments necessary to effectuate the foregoing. All such interested persons irrevocably appoint Developer and its successors as agent and attorney for the purpose of executing such amendments to the Master Deed and all other Condominium Documents as may be necessary to effectuate the foregoing. Notwithstanding the foregoing, no change shall be made to the Project's Final Development Plan without the prior approval of Grand Haven Township, as provided in the Grand Haven Township Ordinance No. ____, (the "PUD Ordinance"). The Project was approved by Grand Haven Township in accordance with the provisions and limitations of the PUD Ordinance, a copy of which is attached hereto as Exhibit E and is fully incorporated herein by reference.

The initial phase of the Project consists of _____ (___) individual condominium units, as set forth completely in the Condominium Subdivision Plan, and each Unit is capable of individual utilization by having its own access to the Common Elements of the Project. Access to all Units in the Project shall be by means of the private road and driveway system constructed to serve the Units. In accordance with the rights reserved in Article X, the Developer may, in its discretion, expand the Project in one or multiple phases of construction, to contain up to a total of _____ (___) Units. Each Co-owner in the Project will have a particular and exclusive property right to the Co-owner's Unit and the Limited Common Elements appurtenant thereto, and will have an undivided and inseparable right to share with other Co-owners the General Common Elements of the Project as designated by this Master Deed.

ARTICLE II
LEGAL DESCRIPTION

The land which is hereby submitted to condominium ownership pursuant to the provisions of the Act is described as follows:

[Insert final legal description for Stonewater Condominiums]

The property submitted to condominium ownership by this Master Deed and by any future amendment to this Master Deed is subject to local zoning, building and use ordinances, to easements, restrictions and agreements of record, to the rights of the public, and of any governmental unit in any part of the property taken, used or deeded for street or highway uses, and to matters which may be shown on an accurate survey. The Developer does not warrant title to any improvements or property located outside of the land area described in Article II.

ARTICLE III
DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B attached hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, Association Bylaws and Rules and Regulations of Stonewater Condominiums Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in the Project. As used in such documents, unless the context otherwise requires:

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

(b) Administrator. "Administrator" means the Michigan Department of Labor and Economic Growth, designated to serve in such capacity by the Act.

(c) Association. "Association" means Stonewater Condominiums Condominium Association, a Michigan non-profit corporation organized under the laws of Michigan, of which all Co-owners will be members, which corporation will administer, operate, manage and maintain the Project. Any action required of or permitted to the Association shall be exercisable by its Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

(d) Bylaws and Exhibit A. "Bylaws" and "Exhibit A" means the Bylaws for the Condominium Association attached to this Master Deed which set forth the rights and obligations of the Co-owners and are required by the Act to be recorded as part of this Master Deed and the Bylaws also constitute the corporate bylaws of the Association as provided under the Michigan Nonprofit Corporation Act.

(e) Common Elements. "Common Elements" where used without modification, means the portions of the Project other than the Condominium Units, including all General and Limited Common Elements described in Article IV.

(f) Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits "A" and "B" attached hereto, and the Articles of Incorporation and rules and regulations, if any, of the Association.

(g) Condominium Property. "Condominium Property" means the land described in Article II, as amended, together with all easements, rights and appurtenances.

(h) Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit "B" attached hereto.

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

(j) Co-owner. "Co-owner" means the person, firm, corporation, partnership, association, trust, limited liability company or other legal entity or any combination thereof who or which owns a Condominium Unit in the Project. The term "Owner", wherever used, will be synonymous with the term "Co-owner". If a Unit is sold pursuant to a land contract that grants possession of the Unit to the vendee, the land contract vendee will be the Co-owner of that Unit so long as such land contract is executory, except as otherwise provided in the land contract if a copy of the land contract is filed with the Association and except that the land contract vendor and vendee will have joint and several responsibility for assessments by the Association.

(k) Developer. "Developer" means Lincoln Street Holdings, LLC, a Michigan limited liability company, which has made and executed this Master Deed, its successors and assigns. Both successors and assigns will always be deemed to be included within the term "Developer" whenever, however and wherever used in the Condominium Documents, unless specifically stated otherwise.

(l) Development Period. "Development Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale.

(m) General Common Elements. "General Common Elements" means those Common Elements of the Project described in Article IV, Part A, below, which are for the use and enjoyment of all Co-owners.

(n) Limited Common Elements. "Limited Common Elements" means those Common Elements of the Project described in Article IV, Part B, below, which are reserved for the exclusive use of the Co-owners of a specified Unit or Units.

(o) Master Deed. "Master Deed" means this instrument, together with the exhibits attached hereto and all amendments thereof, by which the Project is submitted to condominium ownership.

(p) Percentage of Value. "Percentage of Value" means the percentage assigned to each Unit which is determinative of the value of a Co-owner's vote at meetings of the Association and the proportionate share of each Co-owner in the Common Elements of the Project and the proceeds and expenses of administration.

(q) Project. "Project" or "Condominium" means Stonewater Condominiums, which is a condominium development established in accordance with the provisions of the Act.

(r) PUD Ordinance. "PUD ordinance" means Grand Haven Township Ordinance No. ____, which is attached hereto as Exhibit E, establishing the Project as a Planned Unit Development.

(s) Stonewater. "Stonewater" means a single family residential platted development established in accordance with the provisions of the Land Division Act, which platted development is being developed in accordance with the PUD Ordinance.

(t) Stonewater Property Owner's Association. "Stonewater Property Owner's Association" means a Michigan non-profit corporation organized under the laws of Michigan, of

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which all lot owners within Stonewater will be members, which corporation will administer, operate, manage and maintain such platted development.

(u) Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes that may be cast by eligible Co-owners unaffiliated with the Developer exceed the number of votes which may be cast by the Developer.

Whenever any reference herein is made to one gender, the same will include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular or the plural, a reference will also be included to the other where the same would be appropriate.

ARTICLE IV
COMMON ELEMENTS

A. GENERAL COMMON ELEMENTS.

The General Common Elements are:

(1) The real property described in Article II of this Master Deed, excluding those portions within the boundaries of any Unit or designated as Limited Common Elements in Part B below, but including any appurtenances thereto, such as beneficial easements, and any improvements to the real property, such as trees, lawns, yards, shrubs, entrance area improvements, walking paths and other plantings, outside street lighting, and signs;

(2) Common access roads and drives, utility rights-of-way, and sidewalks as indicated on the attached Exhibit B;

(3) The electrical, telephone, and/or cable television wiring networks throughout the common areas of the Project, up to the point of passage through Unit perimeter walls;

(4) The plumbing and gas line networks throughout the common areas of the Project, up to the point of passage through Unit perimeter walls;

(5) The water distribution system, sprinkling system, sanitary sewer system, and storm water management system serving the Project, up to the point of passage through Unit perimeter walls;

(6) The structural components (including foundations and structural columns) of all building construction (including windows and doors therein) depicted on Exhibit B, the roofs, ceilings, skylights, if any, located in a building, Unit perimeter walls, and any space between the ceiling and the roof, and between levels of construction; and

(7) Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep or safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company providing the pertinent service. Accordingly, such utility lines, systems and equipment will be General Common Elements only to

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the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

B. LIMITED COMMON ELEMENTS.

Limited Common Elements will be subject to the exclusive use and enjoyment of the Co-owners of the Unit or Units to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

(1) The pipes, ducts, wiring and conduits located entirely within a Condominium Unit and servicing only such Unit;

(2) The deck, patio, three season porch and/or balcony appurtenant to each Unit in the Project;

(3) The separate furnace, water heater, air conditioner and/or compressor located within or adjacent to a Unit and serving only such Unit exclusively;

(4) Garage interior spaces, and the interior surfaces of garage walls, ceilings and floors;

(5) The driveway leading to the garage and the sidewalk leading to the porch, which are appurtenant to the unit or units which they service;

(6) The portion of the interior wall of each Unit containing furnace and hot water heater flues and plumbing and other lines and equipment, and the portion of the perimeter walls which contain fire place flues, which areas are restricted in use to the Co-owner of the Unit which benefits therefrom;

(7) The mailbox serving each Unit; and

(8) The interior surfaces of Unit and Limited Common Element perimeter walls (including windows and doors therein), the interior surfaces of the ceilings and floors contained within a Condominium Unit or the appurtenant Limited Common Elements.

In the event no specific assignments of the common elements described herein have been made in the Condominium Subdivision Plan, the Developer reserves the right to designate each such space as a Limited Common Element appurtenant to a particular Unit by subsequent amendment or amendments to this Master Deed. The Co-owners and mortgagees of Condominium Units and all other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments, and hereby irrevocably appoint the Developer or its successor(s) as agent and attorney for the purpose of executing any such amendment or amendments to the Master Deed.

C. MAINTENANCE.

Responsibility for the maintenance, cleaning, decoration, repair and replacement of the Common Elements and for the payment of utility bills is allocated as follows:

(1) The costs of maintenance, cleaning, decorating, repairing and replacement of all improvements within a Unit (and exterior windows) will be borne by the Co-owner of the Unit. All exterior glass replacement shall be the responsibility of the Unit Co-owner.

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(2) The costs of maintenance, cleaning, decorating, repairing and replacement of all General Common Elements shall be borne by the Association, except to the extent of maintenance, repair, or replacement due to the act or neglect of a Co-owner or his or her agent, family member, invited or uninvited guest or invitee, or animals kept by any of them, for which such Co-owner shall reimburse the Association upon demand. Any such unpaid charges may be assessed against the Co-owner and collected by the Association in accordance with the Bylaws attached hereto as Exhibit A. It shall be the responsibility of the Association to fully maintain, repair, replace, and snow plow the full width of the private road and driveway system within the Project so as to afford continuous access and safe and unimpeded passage for vehicles (including emergency vehicles) and pedestrians at all times and under all weather conditions. The Private Road shall be snowplowed as often as necessary to keep it reasonably passable for motor vehicles, especially for emergency motor vehicles. All Co-owners shall be jointly and severally responsible for the costs of maintenance, repair, replacement, and snow removal pertaining to the private road and driveway system within the Project, in accordance with their Percentage of Value. No public funds of Grand Haven Township will be used to initially build the Private Road. The Association shall indemnify, save, and hold Grand Haven Township, and its officers, employees, and agents, harmless from any and all claims for personal injury and/or property damage arising out of the failure to properly maintain, repair, and replace the private road and driveway system within the Project. If the Association fails to maintain and repair the private road for a period of thirty (30) days after the Township has given written notice to the Association of such failure, then the Township may perform reasonably necessary maintenance of the private road, in its sole discretion, and may assess the Association for the costs of such maintenance, including the cost of engineering and administration. The Township may, in its sole discretion, enforce the terms of this paragraph by any lawful means. Furthermore, it shall be the responsibility of the Association to ensure that all storm water drainage facilities and improvements serving the Project are regularly maintained in proper functioning condition.

(3) The costs of maintenance, cleaning, decorating, repairing and replacement of all Limited Common Elements, for which responsibility is not otherwise herein specifically assigned, shall be borne by the Co-owner(s) of the Unit to which such Limited Common Elements appertain, except that the painting and/or staining of deck, patio, three season porch and/or balcony identified in B2 above; and the structural repair and replacement of the driveways and sidewalks identified in B5 above, shall be the responsibility of the Association.

(4) Each Co-owner shall be responsible for payment of the utilities attributable to his or her Unit.

(5) A Co-owner may make improvements or modifications to the Co-owner's Unit, at his or her expense, if the purpose or modification is to facilitate access or movement within the unit for persons with disabilities who reside in or regularly visit the unit, in accordance with the provisions of Section 47a of the Act. No such improvement shall be made until the plans and specifications therefor have first been approved by the Association.

D. Reassignments of Limited Common Elements.

A Limited Common Element may be re-assigned, upon notice to any affected mortgagee, by written application to the Board of Directors of the Association by all Co-owners whose interest will be affected thereby. Upon receipt of such application, the Board shall promptly prepare or cause to be prepared and executed an amendment to this Master Deed assigning and/or reassigning all rights and obligations with respect to the Limited Common Elements involved, and shall deliver such amendment to the Co-owners of the Units affected upon payment by them of all reasonable costs for the preparation and recording thereof.

E. Condominium Unit Use.

Except as set forth herein, Condominium Units will not be separable from the Common Elements appurtenant thereto, and will not be used in any manner inconsistent with the purposes of the Project or in any other way which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his or her Unit or the Common Elements appurtenant thereto. Co-Owners shall not tamper with, cut off, and otherwise disturb utility facilities located within Common Elements without the prior written approval of the Developer during the Development Period, and thereafter the Association. The decoration and maintenance of all Common Elements is subject to the provisions of the Bylaws and to such written standards as may be established in accordance with the Condominium Documents.

ARTICLE V
DESCRIPTION AND PERCENTAGE OF VALUE

A. Description of Units.

A complete description of each Condominium Unit in the Project, with elevations therein referenced to an official bench mark of the United States Geological Survey sufficient to relocate accurately the space enclosed by the description without reference to the Unit itself, is set forth in the Condominium Subdivision Plan, as prepared by Nederveld Engineering. Each Unit shall include all that space contained within the interior finished, unpainted walls and ceilings and from the finished subfloor, excluding any Common Elements contained therein, all as depicted on the floor plans and sections in Exhibit B. In the event that the dimensions on the measured foundation plan of any Unit differs from the dimensions on the typical foundation plan for such Unit shown on Exhibit B, then the typical floor plan for such Unit or Units shall be deemed to be automatically revised for such specific Unit in the same matter and to the same extent as the measured as-built foundation plan. The architectural plans for the Project were approved by and filed with Grand Haven Township, Ottawa County, Michigan, prior to the establishment of the Project.

B. Percentage of Value.

The percentage of value assigned to each unit will be equal. The determination that percentages of value should be equal is made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit will be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of the Association. The total value of the project is One Hundred Percent (100%). In the event the Developer elects to expand the Project in the Proposed Future Development pursuant to Article X, such expansion would result in a change in the actual Percentage of Value attributable to each Unit currently included in the Project, however such Percentage of Value would remain equal to each other.

ARTICLE VI
EASEMENTS

A. General Easements. Every portion of a Condominium Unit which contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of the Common Elements. 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 such encroachment for so

long as such encroachment exists, and for the maintenance thereof after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association for emergency maintenance and repair of Common Elements, and there shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) 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 opening and repairing any wall of the Project to install, repair or maintain such services shall be an expense of administration assessed against all Co-owners in accordance with the Condominium By-laws. The Developer, the Association and all public and private utilities providing service to the Project shall have perpetual, non-exclusive easements on, over, through, across and under the Project as may be necessary or appropriate for (a) carrying out their duties under the Condominium Documents, (b) for inspecting a Unit and Common Elements to confirm their compliance with the Condominium Documents, (c) for enforcing the terms and conditions of the Condominium Documents, and (d) as may be reasonable for the installation, inspection, maintenance, repair and replacement of all utilities in the Project. Any costs incurred in opening and repairing any wall, floor, or ceiling to undertake such installation, repair, replacement or maintenance shall be an expense of administration of the Association assessed against all Co-owners in accordance with the Bylaws. The Developer reserves the right to create easements within any portion of the Project's Common Elements for the benefit of the Proposed Future Development, regardless if the Project is expanded to include all or any portion of the Proposed Future Development.

B. Specific Easements. In addition to the general easements identified in paragraph A above, an Easement for Public and Private Utilities is hereby created within the private drives and road right-of ways and within the access easements and private drives and road right-of-ways depicted on the attached Exhibit B, as a non-exclusive perpetual easement for the benefit of the Co-owners, for utility companies and for governmental entities providing utility services to the Project and/or having utility service facilities in the Project for the following purposes only: the right to install, repair, replace, maintain, and/or extend gas lines, electricity lines, telephone lines, cablevision lines, water mains, and sewer mains; the right to install equipment associated with such utility services such as lines, valves, hydrants, fittings, and other improvements; and rights of ingress and egress for the installation, repair, replacement, maintenance, and extension of such utility services and facilities at reasonable times. Further, non-exclusive, perpetual easements in favor of the Developer during the Development Period, and thereafter in favor of the Association, shall exist on, over, along, across, through, and under those portions of the Project designated as storm water drainage easements on Exhibit B, for the installation, construction, maintenance, repair, and replacement of storm water drainage and detention facilities and equipment. All, maintenance, repair, and replacement costs associated with such facilities and equipment shall be the responsibility of the Association. During the Development Period the Developer reserves the right to establish additional drainage easements across Common Elements within the Project, in the Developer's discretion.

C. Easements Reserved by Developer. In addition to all other rights reserved to it hereunder, the Developer, during the Development Period, reserves non-exclusive easements rights for the benefit of itself, its successors and assigns:

(1) for the unrestricted use of all roads, driveways, walkways, or utilities now or hereafter located in the Project for the purpose of (a) ingress to and egress from all or any portion of the Project, as the same may be expanded from time to time; (b) installation, maintenance, repair and replacement of utilities over, under and across all roads, driveways and walkways; (c) complying with any governmental regulation, or installing and servicing the roads, utilities, or drains, as shown on Exhibit B; or (d) for any other lawful purpose.

(2) to lay pipes and cables and do all things reasonably necessary to utilize, tap, tie into, construct, extend and/or enlarge, all utility services or systems, now or hereafter located within the Project.

(3) to maintain a sales office, a model dwelling, a business office, a construction office and such trucks and other construction equipment, storage areas and signs in connection therewith, and to engage in any act(s) reasonably necessary to facilitate the construction and sale of Units in the Project. In connection therewith, the Developer shall have full and free access to all Common Elements and unsold Units.

(4) to terminate and revoke any utility or other easement granted in this Master Deed at such time as the particular easement has become unnecessary. No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility on a shared maintenance basis. Any termination or revocation of any such easement shall be effected by the recordation of an appropriate amendment to this Master Deed.

D. Easements of Record. Portions of the Project are encumbered by local zoning, building and use ordinances, easements, restrictions and agreements of record, and each Co-owner's use and enjoyment of his or her Unit will be subject to the rights of the public, and of any governmental unit in any part of the Project taken, used or deeded for street or highway uses, including, but not limited to, those easements, restrictions, and agreements of record depicted on the Condominium Subdivision Plan, attached as Exhibit B to this Master Deed.

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ARTICLE VII
AMENDMENT

A. Amendment. The Project is subject to the PUD Ordinance. The Condominium Documents may not be amended or revised in any fashion which would be inconsistent with the provisions of the PUD Ordinance, without the prior written consent of Grand Haven Township. Furthermore, as otherwise expressly provided in this Master Deed, the Condominium Project will not be terminated, vacated, revoked or abandoned except as provided in the Act, nor may any of the provisions of this Master Deed, including Exhibits A and B be amended, except as follows:

(a) No Material Change. Amendments may be made without the consent of Co-owners or mortgagees by the Developer during the Development Period, and thereafter by the Association, as long as the amendment does not materially alter or change the rights of a Co-owner or mortgagee, including, but not limited to, amendments for the purpose of (i) modification of the types and sizes of unsold units and their appurtenant limited common elements, (ii) correcting survey or other errors, (iii) making minor changes to the boundaries of the Project and/or (iv) facilitating mortgage loan financing for existing or prospective Co-owners and to enable or facilitate the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veteran's Administration, the Department of Housing and Urban Development, any other agency of the federal government or the State of Michigan and/or any other institutional participant in the secondary mortgage market which purchases or insures mortgages.

(b) Material Change. Amendments may be made by the Developer during the Development Period, and thereafter by the Association, even if it will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than two-thirds (2/3) of the votes of the Co-owners and first mortgagees, if applicable. A Co-owner will have one (1) vote for each

Unit owned (including, as to the Developer, all Units created by the Master Deed not yet conveyed). When required to vote, a first mortgagee will have one (1) vote for each Unit mortgaged to the mortgagee. The required votes may be achieved by written consent of the required two-thirds (2/3) of the Co-owners and mortgagees or, as to non-Developer Co-owners, by consent established by the vote of the Co-owner by any voting method described in the Bylaws. Mortgagees are not required to appear at any meeting of Co-owners except that their approval shall be solicited through written ballots. Any mortgagee ballots not returned within 90 days of mailing shall be counted as approval for the change. For purposes of this section, the affirmative vote of 2/3 of co-owners is considered 2/3 of all co-owners entitled to vote as of the record date for such votes.

(1) To the extent the Act or the Condominium Documents require a vote of mortgagees of units on amendment of the Condominium Documents, the procedure described in this section applies.

(2) The date on which the proposed amendment is approved by the requisite majority of co-owners is considered the "control date."

(3) Only those mortgagees who hold a duly recorded first mortgage or a duly recorded assignment of a first mortgage against one (1) or more condominium units in the Project on the control date is entitled to vote on the amendment. Each mortgagee entitled to vote shall have one (1) vote for each unit in the Project that is subject to its mortgage or mortgages, without regard to how many mortgages the mortgagee may hold on a particular condominium unit.

(4) The Association shall give a notice to each mortgagee entitled to vote containing all of the following:

(i) A copy of the amendment or amendments as passed by the co-owners.

(ii) A statement of the date that the amendment was approved by the requisite majority of co-owners.

(iii) An envelope addressed to the entity authorized by the board of directors for tabulating mortgagee votes.

(iv) A statement containing language in substantially the form described in subsection (5).

(v) A ballot providing spaces for approving or rejecting the amendment and a space for the signature of the mortgagee or an officer of the mortgagee.

(vi) A statement of the number of units subject to the mortgage or mortgages of the mortgagee.

(vii) The date by which the mortgagee must return its ballot.

(5) The notice provided by subsection (4) shall contain a statement in substantially the following form:

"A review of the association records reveals that you are the holder of one (1) or more mortgages recorded against title to one (1) or more units in

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Stonewater Condominiums. The co-owners of the condominium adopted the attached amendment to the condominium documents on *(control date).* Pursuant to the terms of the condominium documents and/or the Michigan Condominium Act, you are entitled to vote on the amendment. You have one (1) vote for each unit that is subject to your mortgage or mortgages.

The amendment will be considered approved by first mortgagees if it is approved by 66-2/3% of those mortgagees. In order to vote, you must indicate your approval or rejection on the enclosed ballot, sign it, and return it not later than ninety (90) days after this notice (which date coincides with the date of mailing). Failure to timely return a ballot will constitute a vote for approval. If you oppose the amendment, you must vote against it."

(6) The association of co-owners shall mail the notice required by subsection (4) to the first mortgagee at the address provided in the mortgage or assignment for notices.

(7) The amendment is considered to be approved by the first mortgagees if it is approved by 66-2/3% of the mortgagees whose ballots are received, or are considered to be received, in accordance with section 90(2), by the entity authorized by the board of directors to tabulate mortgagee votes.

(8) The association of co-owners shall maintain a copy of the notice, proofs of mailing of the notice, and the ballots returned by mortgagees for a period of two (2) years after the control date.

(9) Notwithstanding any provision of the Condominium Documents to the contrary, first mortgagees are entitled to vote on amendments to the Condominium Documents only under the following circumstances:

(i) Termination of the condominium project.

(ii) A change in the method or formula used to determine the percentage of value assigned to a unit subject to the mortgagee's mortgage.

(iii) A reallocation of responsibility for maintenance, repair, replacement, or decoration for a condominium unit, its appurtenant limited common elements, or the general common elements from the association of co-owners to the condominium unit subject to the mortgagee's mortgage.

(iv) Elimination of a requirement for the association of co-owners to maintain insurance on the project as a whole or a condominium unit subject to the mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the association of co-owners to the condominium unit subject to the mortgagee's mortgage.

(v) The modification or elimination of an easement benefiting the condominium unit subject to the mortgagee's mortgage.

(vi) The partial or complete modification, imposition, or removal of leasing restrictions for condominium units in the condominium project.

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(vii) Amendments requiring the consent of affected mortgagees under Section 90(4) of the Act.

(c) Legal Compliance. Amendments may be made without the consent of Co-owners or mortgagees by the Developer, even if such amendment will materially alter or change the rights of the Co-owners or mortgagees, to achieve compliance with the Act or with rules, interpretations or orders promulgated by the Administrator pursuant to the Act, or with other federal, state or local laws, ordinances or regulations affecting the Project.

(d) Required Co-owner Consents. The method or formula used to determine the percentage of value of Units in the Project for other than voting purposes, and any provisions relating to the ability or terms under which a Co-owner may rent a Unit, may not be modified without the consent of each affected Co-owner and mortgagee. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent.

(e) Developer Consent. This Master Deed may not be modified during the Development Period without the written consent of the Developer.

(f) Notice. Co-owners and mortgagees of record in Ottawa County, Michigan will be notified of proposed amendments not less than ten (10) days before the amendment is recorded.

(g) Costs. A person causing or requesting an amendment to the Condominium Documents will be responsible for costs and expenses of the amendment, except for amendments based upon a vote of the prescribed majority of Co-owners and mortgagees or based upon the Advisory Committee's decision, the costs of which are expenses of administration.

(h) Recording. All amendments will be effective upon recording in the office of the Ottawa County Register of Deeds.

(i) Grand Haven Township Consent. The provisions of the Master Deed and Bylaws are subject to the PUD Ordinance, a copy of which is attached hereto as Exhibit E, and other applicable ordinances and laws. The PUD Ordinance contains requirements not included in the Master Deed or Bylaws. Except with respect to subjects for which the Master Deed or Bylaws provide more stringent standards, the PUD Ordinance and all other applicable ordinances and laws shall prevail. The Developer or Condominium Association shall not amend the Condominium Documents, nor exercise discretion granted under those documents in such a fashion to violate said PUD Ordinance, ordinances or laws.

(j) Binding. A copy of each amendment to the Master Deed will be furnished to every Co-owner. However, any amendment to the Master Deed that is adopted in accordance with this Article will be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

(k) Reservation. Notwithstanding any contrary provision of the Condominium Documents, Developer reserves the right to amend materially this Master Deed or any of its exhibits for any of the following purposes: (a) to amend the Bylaws, subject to any restrictions on amendments stated therein, (b) to correct inconsistencies, errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan, or errors in the locations of improvements, (c) to record "as built" condominium Subdivision Plan and/or Consolidating Master Deed, (d) to eliminate reference to any right or reservation which Developer

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has reserved to itself herein, (e) to provide for minor architectural variances and modifications to a Unit, and (f) to expand, convert, subdivide, or contract all or any portion of the Project.

(l) Statutory Withdrawal Rights. The Developer reserves the right under Section 67 of the Act to withdraw from the Project all undeveloped portions of the Project not identified as "must be built" without the prior consent of any co-owners, mortgagees of units in the Project, or any other party having an interest in the Project, during a period ending ten (10) years after the date of commencement of construction by the developer of the Project, or six years after the date the Developer exercised its rights with respect to either expansion, contraction, or conversion of the Common Elements, whichever right was exercised last. Upon such withdrawal, the undeveloped portions of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Common Element areas of the Project for the benefit of the undeveloped portions of the Project which have been withdrawn.

ARTICLE VIII
ASSIGNMENT

A. Assignment. Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by the Developer to any other entity or person or to the Association. Any such assignment or transfer will be made by appropriate instrument in writing duly recorded in the Office of the Ottawa County Register of Deeds.

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ARTICLE IX
CONVERTIBLE AREA

The Project contains area surrounding each Unit that may constitute "convertible area." As depicted on the Condominium Subdivision Plan, attached hereto as Exhibit B, the space located between the ceiling and the roof of a Unit, may constitute "convertible area." No additional Units may be created within such convertible areas, but any existing Units to which the convertible area is adjacent may be expanded into the convertible area at the sole option of the Developer. Any convertible area may be converted, in the Developer's sole discretion, into portions of a Unit, General Common Elements or Limited Common Elements, or any combination of these, and the responsibility for maintenance, repair and replacement therefore may be assigned by an amendment to this Master Deed affected solely by Developer without the consent of any other person. The improvements to be located in the convertible area will be either residential Condominium Units, or General or Limited Common Elements.

ARTICLE X
EXPANSION OF PROJECT

A. Expansion of Project. The Project established by this Master Deed consists of _____ (___) condominium Units which may, at the election of the Developer be treated as the first phase of an expandable condominium under the Act. Additional Units, if any, will be established upon all or some portion of the following described real property (the "Proposed Future Development"):

[Insert legal description for Proposed Future Development Area for Stonewater Condominiums]

B. Increase in Number of Units. Any other provisions of the Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer from time to time, within a period ending six (6) years after initial recording of the Master Deed, be increased up to _____ (___) additional units by the addition to the Project of all or any portion of the Proposed Future Development and the establishment of Units on such area. The location, nature, appearance, exterior design and structural components of the residences and other improvements to be constructed within the area of future development will be determined by Developer in its sole discretion, but all such improvements will be reasonably compatible with the existing structures in the Project, as determined by Developer in its sole discretion. No unit will be created within any part of the area of future development which is added to the Condominium that is not restricted exclusively to residential use.

C. Expansion Not Mandatory. Nothing herein contained will in any way obligate Developer to enlarge the Project beyond the property described in Article II. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Project all or any portion of Proposed Future Development described in this Article X nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

D. Common Elements. The Developer reserves the right, in its discretion, to redefine and/or change the nature of any Common Elements previously included in the Project for any purpose reasonably necessary to achieve the intent of this Article, including, but not limited to, the connection of roadways in the Project to any roadways that may be located on or planned for the Proposed Future Development, and to provide access to any Unit that is located on or planned for the area of future development from the roadways located in the Project. Further, the Developer reserves the right, in its discretion, to create Limited Common Elements within any portion of the Proposed Future Development and to designate Common Elements which may subsequently be assigned as Limited Common Elements.

E. Method of Expansion. If the Developer exercises his right to elect to expand the Project, such expansion shall be accomplished by one or more amendments to this Master Deed, adding additional land to the Project as then constituted. Any such amendment will be prepared by and at the discretion of the Developer and the percentages of value set forth in Article V hereof will be readjusted in order to preserve a value of 100 percent of the entire Project resulting from such amendment to the Master Deed. Any and all Units created within the Proposed Future Development shall be assigned to an equal percentage of value as the units located within the property described in Article II hereof.

F. Reserved Easements. The Developer reserves the right, in its sole discretion, to create easements within any portion of the Project's Common Elements for the benefit of the Proposed Future Development and/or Whistlecreek Plat, regardless if the Project is expanded to include all or any portion of the Proposed Future Development.

G. Additional Provisions. The amendment or amendments to this Master Deed by the Developer to expand the Project will also contain such additional provisions as the Developer may determine necessary or desirable to create a necessary easement, to create or change restrictions, or to otherwise enhance the value or desirability of the Units located within the property described in Article II and within the Proposed Future Development.

ARTICLE XI
CONTRACTION OF PROJECT

A. Withdrawal of Lands. Any other provisions of this Master Deed notwithstanding, the Developer may, at the option of the Developer, within a period ending six (6) years after initial recording of this Master Deed, contract the Project by withdrawing any or all of the lands described in Article II from the Project, provided that no Unit which has been conveyed by the Developer may be withdrawn without the consent of the Co-Owner and mortgagee of the Unit. Other than as set forth herein, there are no restrictions or limitations on the right of the Developer to withdraw lands from the Project 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.

B. 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 thereof 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 any other form of development.

C. Amendment to Master Deed and Modification of Percentages of Value. A withdrawal of lands from the Project by the Developer will be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments will be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof will be proportionately readjusted in order to preserve a total value of one hundred percent (100%) for the entire Project resulting from such amendment or amendments to the Master Deed.

D. Redefinition of Common Elements. The amendment or amendments to the Master Deed by the Developer to contract the Project may also contain such further definitions and redefinitions of General or Limited Common Elements as Developer may determine necessary or desirable to adequately describe, serve and provide access to the parcel or parcels being withdrawn from the Project by the amendment. In connection with any such 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 purposes of this Article, including, but not limited to, the connection of roadways in the Project to any roadways that may be located on or planned for the area withdrawn from the Project, and to provide access to any area withdrawn from the Project from the roadways located in the Project.

E. Additional Provisions. The amendment or amendments to the Master Deed by the Developer to contract the Project will also contain such provisions, as Developer may determine necessary or desirable, (i) to create easements burdening or benefiting portions or all of the parcel or parcels being withdrawn from the Project, and/or (ii) to create or change restrictions or other terms and provisions 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 enhance the value or desirability of the parcel or parcels being withdrawn from the Project.

ARTICLE XII
STONEWATER PROPERTY OWNER'S ASSOCIATION

The Project and the platted development called Stonewater, together with the entrance landscaping, project signage, park area and ponds located within the platted development called Stonewater (which land areas within Stonewater are or will be shown on the final plat for Stonewater as "Park Areas"), were approved by Byron Township in accordance with the PUD Ordinance. The Park Areas are, in part, depicted on the Final Development Plan referenced in the PUD Ordinance. The Developer has, or will, covey fee title

to land upon which the Park Areas are, or will be, constructed upon to the Stonewater Property Owner's Association, which will administer, own, operate, manage and maintain the Park Areas. Such Park Areas will be for the use and enjoyment of the members of the Association and the members of Stonewater Property Owner's Association.

All authorized costs and expenses incurred by Stonewater Property Owner's Association with respect to ownership, taxation, insurance, operation, management, maintenance, repair, and/or replacement of the Park Areas shall be the responsibility of each member of the Association and each member of the Stonewater Property Owner's Association, allocated between the Association and The cost of such regular maintenance, repair, and replacement shall be shared amongst and between the Association and Stonewater Property Owner's Association according to the ratio of the number of Units in the Project which have been sold to non-Developer and non-Builder Co-owners to the number of units in Stonewater which have been sold to non-developer and non-Builder co-owners of platted lots in Stonewater (the "Sharing Ratio"). The Sharing Ratio shall be determined in March of each calendar year by the mutual agreement of the boards of directors of the Association and Stonewater Property Owner's Association, and shall be fixed until the Sharing Ratio is re-calculated the following March. The Association's share of such costs and expenses, as determined annually by adjustment to the Sharing Ratio in accordance with the foregoing sentence, shall be an expense of administration assessed against all Co-owners in accordance with the Condominium By-laws.

The Park Areas are not located within the boundary of the Project and are need-not-be-built improvements. A Co-owner's right to use and enjoy the Park Areas shall be subject to the Articles of Incorporation, Bylaws, Rules and Regulations, if any, with respect to Stonewater Property Owner's Association, and to restrictions of record.

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ARTICLE XIII
LIMITATION OF LIABILITY

The enforcement of any rights or obligations contained in the Condominium Documents against the Developer while the Developer owns any portion of the Condominium Project shall be limited to the interest of the Developer in the Condominium Project. No judgment against the Developer shall be subject to execution on, or be a lien on any assets of, the Developer other than the Developer's interest in the Condominium Project.

ARTICLE XIV
CONTROLLING LAW

The provisions of the Act, and of the other laws of the State of Michigan, shall be applicable to and govern this Master Deed and all activities related hereto.

[*THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK*]

The Developer has duly executed this Master Deed on the day and year which appear on Page Two.

Lincoln Street Holdings, LLC,
a Michigan limited liability company

By:_____
Dale H. Kraker
Its: Manager

Acknowledged before me by Dale H. Kraker, Manager of Lincoln Street Holdings, LLC. a Michigan limited liability company, in Kent County, Michigan, on _____, 2015.

_____
_____, Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

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STONEWATER CONDOMINIUMS

EXHIBIT A

BYLAWS

ARTICLE I
ASSOCIATION OF CO-OWNERS

A. Association of Co-owners. Stonewater Condominiums, a residential Condominium Project located in the Township of Grand Haven, Ottawa County, Michigan, will be administered by an Association of Co-owners which will be a nonprofit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the General Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws will constitute both the Bylaws referred to in the Master Deed as required by the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner will be entitled to membership and no other person or entity will be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his or her Unit. The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof will be subject to the provisions and terms set forth in the Condominium Documents.

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ARTICLE II
ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act will be levied by the Association against the Units and the Co-owners thereof in accordance with the following provisions:

A. Assessments for General Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the General Common Elements, or the administration of the Condominium Project, or as assessed by the Stonewater Property Owner's Association with respect to the Park Areas, will constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the General Common Elements or the administration of the Condominium Project will constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

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

(1) Budget. The Board of Directors of the Association will establish an annual budget in advance for each fiscal year and such budget will project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a

periodic basis will be established in the budget and must be funded by regular monthly payments as set forth in Article II below rather than by special assessments. At a minimum, the reserve fund will be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. The minimum standard required by this paragraph may prove to be inadequate for this particular Project. The Association should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. Upon adoption of an annual budget by the Board of Directors, copies of the budget will be delivered to each Co-owner and the assessment for the year will be established based upon the budget, although the failure to deliver a copy of the budget to each Co-owner will not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors that the assessments levied are or may prove to be insufficient (1) to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing General Common Elements, (3) to provide additions to the Common Elements not exceeding Ten Thousand Dollars ($10,000.00) for the entire Condominium Project, or (4) that an event of emergency exists, the Board of Directors will have the authority to increase the general assessment or to levy such additional assessment or assessments as it will deem to be necessary. The discretionary authority of the Board of Directors to levy assessments pursuant to this subsection will rest solely with the Board of Directors for the benefit of the Association and the members thereof, and will not be enforceable by any creditors of the Association or the members thereof.

(2) Special Assessments. Special assessments, in addition to those required in subsection (1) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the General Common Elements exceeding Ten Thousand Dollars ($10,000.00) annually for the entire Condominium Project, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in this Article II, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subsection (2) (but not including those assessments referred to in subsection (1) above, which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of more than two-thirds (2/3) of all Co-owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and will not be enforceable by any creditors of the Association.

(3) Park Areas. The Stonewater Property Owner's Association will submit an annual budget and membership assessment to the Association in advance for each fiscal year for purposes of projecting all anticipated expenses, including a reasonable allowance for contingencies and reserves, for the forthcoming year which it may incur with respect to ownership, taxation, insurance, operation, management, maintenance, repair, and/or replacement of the Park Areas. All authorized costs and expenses incurred by Stonewater Property Owner's Association with respect to the Park Areas shall be the responsibility of the Association and Stonewater Property Owner's Association, allocated between the Association and Stonewater Property Owner's Association in accordance with the Sharing Ratio (as defined in Article XII of the Master Deed), and shall constitute an expense of administration hereunder, and shall be assessed to the Unit Co-owners as such.

C. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration will be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. ANNUAL ASSESSMENTS AS DETERMINED IN ACCORDANCE WITH THE ABOVE WILL BE PAYABLE BY CO-OWNERS IN TWELVE (12) EQUAL MONTHLY

INSTALLMENTS, UNLESS A DIFFERENT INTERVAL IS SELECTED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION, COMMENCING WITH 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 such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment.

Each installment in default for ten (10) or more days will bear interest from the initial due date thereof at the rate of seven percent (7%) per annum until each installment is paid in full. The Association may, pursuant to Article XVII hereof, levy fines for the late payment in addition to such interest. Each Co-owner (whether one or more persons) will be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his or her Unit which may be levied while such Co-owner is the owner thereof. Each Co-owner (whether one or more persons) will be, and remain, personally liable for the payment of all assessments pertinent to his or her Unit which may be levied while such Co-owner is the owner thereof. Payments on account of installments of assessments in default will 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 installments; and third, to installments in default in order of their due dates.

D. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his or her contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his or her Unit.

E. Enforcement.

(1) Remedies/Liens. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. Sums assessed to a Co-owner by the Association that are unpaid together with interest on such sums, 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, constitute a lien upon the unit or units in the Project owned by the co-owner at the time of the assessment before other liens except tax liens on the units in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record, except that past due assessments that are evidenced by a notice of lien, recorded as set forth herein, have priority over a first mortgage recorded subsequent to the recording of the notice of lien. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association will have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any services to a Co-owner in default upon seven (7) days, written notice to such Co-owner of its intention to do so. A Co-owner in default will not be entitled to utilize any of the General Common Elements of the Project and will not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision will not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. All of these remedies will be cumulative and not alternative and will not preclude the Association from exercising such other remedies as may be available at law or in equity.

(2) Foreclosure Proceedings. Each Co-owner, and every other person who from time to time has any interest in the Project, will be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial

action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions, except that the Association is entitled to reasonable interest, expenses, costs, and attorney fees for foreclosure by advertisement or judicial action. The redemption period for a foreclosure is 6 months from the date of sale unless the property is abandoned, in which event the redemption period is 1 month from the date of sale. Further, each Co-owner and every other person who from time to time has any interest in the Project will be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to the Unit he was notified of the provisions of this subsection and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

(3) Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment will be commenced, nor will any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or her or their last known address, a written notice that one or more installments of the annual assessments levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice will be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorneys' fees and future assessments), (iv) the legal description of the subject Unit(s) and (v) the name(s) of the Co-owner(s) of record. Such affidavit will be recorded in the office of the Register of Deeds of Ottawa County prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association will so notify the delinquent Co-owner and will inform him that he may request a judicial hearing by bringing suit against the Association.

(4) Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys fee (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, will be chargeable to the Co-owner in default and will be secured by the lien on his or her Unit.

(5) Liabilities Prior to Expiration of Redemption Period. The co-owner of a condominium unit subject to foreclosure pursuant to this section, and any purchaser, grantee, successor, or assignee of the co-owner's interest in the condominium unit, is liable for assessments by the association of co-owners chargeable to the condominium unit that become due before expiration of the period of redemption together with interest, advances made by the association of co-owners for taxes or other liens to protect its lien, costs, and attorney fees incurred in their collection.

(6) Mortgagee Notice to Association of Foreclosure. The mortgagee of a first mortgage of record of a condominium unit shall give notice to the association of co-owners of the commencement of foreclosure of the first mortgage by advertisement by serving a copy of the

published notice of foreclosure required by statute upon the association of co-owners by certified mail, return receipt requested, addressed to the resident agent of the association of co-owners at the agent's address as shown on the records of the Michigan corporation and securities bureau, or to the address the association provides to the mortgagee, if any, in those cases where the address is not registered, within 10 days after the first publication of the notice. The mortgagee of a first mortgage of record of a condominium unit shall give notice to the association of co-owners of intent to commence foreclosure of the first mortgage by judicial action by serving a notice setting forth the names of the mortgagors, the mortgagee, and the foreclosing assignee of a recorded assignment of the mortgage, if any; the date of the mortgage and the date the mortgage was recorded; the amount claimed to be due on the mortgage on the date of the notice; and a description of the mortgaged premises that substantially conforms with the description contained in the mortgage upon the association of co-owners by certified mail return receipt requested addressed to the resident agent of the association of co-owners at the agent's address as shown on the records of the Michigan corporation and securities bureau, or to the address the association provides to the mortgagee, if any, in those cases where the address is not registered, not less than 10 days before commencement of the judicial action. Failure of the mortgagee to provide notice as required by this section shall only provide the association with legal recourse and will not, in any event, invalidate any foreclosure proceeding between a mortgagee and mortgagor.

F. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit, except for assessments that have priority over the first mortgage under section 108 of the Act.

G. Developer's Responsibility for Assessments. The Developer of the Condominium, although a member of the Association, along with its designated builder, Jim Tibbe Homes (the "Builder"), will not be responsible at any time for payment of the monthly Association assessments. Developer and Builder, however, will at all times pay all expenses of maintaining the Units that they own, together with a proportionate share of all current expenses of administration actually incurred by the Association from time to time. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses will be based upon a ratio of all Units which have been substantially completed and are owned by the Developer at the time the expense is incurred to the total of Units in the Project. In no event will Developer or be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Units which are substantially completed and which are owned by it, nor to finance litigation or other claims against the Developer, any costs of investigating and preparing such litigation or claim or any similar or related costs. The phrase "substantially completed" shall have the meaning ascribed to it in Section 103b(4) of the Act.

H. Property Taxes and Special Assessments. All special assessments and property taxes shall be assessed against the individual Units and not against the total property of the Project or any part thereof, except for the year in which the Project was established subsequent to the tax day. Taxes and special assessments which become a lien against the property of the Condominium in any such year shall be expenses of administration and shall be assessed against the Units in proportion to the percentage of value assigned to each Unit. Special assessments and property taxes in any year in which the property existed as an established Project on the tax day shall be assessed against the individual Units notwithstanding any subsequent vacation of the Project.

Assessments for subsequent improvements to a specific Unit shall be assessed to that Unit description only, and each Unit shall be treated as a separate, single unit of real property for purposes of

property tax and special assessment, and shall not be combined with any other Unit or Units, and no assessment of any fraction of any Unit or combination of any Unit with other units or fractions thereof shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made notwithstanding separate or common ownership thereof.

I. Personal Property Tax Assessments of Association Property. The Association will be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon will be treated as expenses of administration.

J. Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, being MCL 570.1101 to 570.1305, will be subject to Section 132 of the Act.

K. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments, and interest, late charges, fines, costs, and attorney fees relating thereto. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association will provide a written statement of such unpaid assessments, interest, late charges, fines, costs, and attorney fees as may exist or a statement that none exist, which statement will be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments, interest, late charges, fines, costs, and attorney fees as to such Unit will be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit will render any unpaid assessments, interest, late charges, fines, costs, and attorney fees and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record, as provided herein.

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ARTICLE III
ARBITRATION

A. Submission to Arbitration. Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, By-Laws or other Condominium Documents, or to any disputes, claims or grievances arising among or between the Co-owners or between such owners and the Association may, upon the election and written consent of the parties to any such dispute, claim or grievance, and written notice to the Association, be submitted to arbitration by the Arbitration Association and the parties thereto shall accept the Arbitrator's award as final and binding. All arbitration hereunder shall proceed in accordance with Sections 5001-5065 of Act 236 of the Public Acts of 1961, as amended, which may be supplemented by reasonable rules of the Arbitration Association.

B. 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:

(1) At the exclusive option of a Purchaser, Co-owner or person occupying a Unit 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, Condominium Unit or the Project.

(2) At the exclusive option of the Association of Co-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.

C. Preservation of Rights. Election by any Co-owner or by the Association to submit any such dispute, claim or grievance to arbitration shall preclude such party from litigating such dispute, claim or grievance in the courts. Provided, however, that except as otherwise set forth in this Article, no interested party shall be precluded from petitioning the Courts to resolve any dispute, claim or grievance in the absence of an election to arbitrate.

ARTICLE IV
INSURANCE

A. Insurance. The Association shall, to the extent appropriate given the nature of the common elements, carry fire and extended coverage, vandalism and malicious mischief and liability insurance (including, without limitation, Directors' and Officers' coverage), worker's compensation insurance, if applicable, and such other insurance coverage as the Board may determine to be appropriate with respect to the ownership, use and maintenance of the common elements of the Condominium and the administration of Condominium affairs, without duplicating the coverage maintained by each co-owner pursuant to subsection (3) below. The insurance shall be carried and administered in accordance with the following provisions:

(1) The Association shall purchase that insurance for the benefit of the Association, the co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of insurance with mortgagee endorsements to the mortgagees of co-owners. The Association and all co-owners shall use their best efforts to see that all property and liability insurance carried pursuant to the terms of this Article IV shall contain appropriate provisions by which the insurer waives its right of subrogation as to any claims against any co-owner or the Association, and the Association and each co-owner hereby waive, each as to the other, any right of recovery for losses covered by insurance. The liability of carriers issuing insurance obtained by the Association shall not, unless otherwise required by law, be affected or diminished on account of any additional insurance carried by any co-owner, and vice versa.

(2) The Association may carry fidelity bond insurance in such limits as the Board shall determine upon all officers and employees of the Association who in the course of their duties may reasonably be expected to handle funds of the Association or any co-owners.

(3) Each co-owner shall be responsible for obtaining insurance coverage at his own expense for the interior of his unit, including wall coverings, floor coverings, windows and screens. It shall further be each co-owner's responsibility to obtain insurance coverage for his personal property located within his Condominium unit or elsewhere in the Condominium Project. Each co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within his unit and the limited common elements appurtenant to his unit. The Association will under no circumstances have any obligation to obtain any of the insurance coverage described in this subsection or any liability to any person for failure to do so.

(4) All common elements of the Condominium shall be insured against fire and other perils covered by a standard extended coverage endorsement in an amount equal to the maximum insurable replacement value, excluding land, landscaping, pavement, foundation, and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall

also include interior walls within any unit and the pipes, wires, conduits, and ducts contained therein and shall further include all fixtures, equipment, and trim within a unit which were furnished with the unit by Developer as standard items according to the plans and specifications thereof on file with the Association (or such replacements thereof as do not exceed the cost of such standard items). Any improvements made by a co-owner within his unit shall be covered by insurance obtained by and at the expense of the co-owner; provided that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by the co-owner and collected as a part of the assessment levied against the co-owner under Article II above.

(5) All insurance carried hereunder shall, to the extent possible, provide for cross-coverage of claims by one insured against another.

(6) All premiums upon insurance purchased by the Association pursuant to these Bylaws, except pursuant to the last sentence of subsection (4) above, shall be expenses of administration.

(7) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account, and distributed to the Association, the co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or Reconstruction of the Condominium shall be required as provided in Article V below, the proceeds of any insurance received by the Association as a result of any loss requiring repair or Reconstruction shall be applied for such repair or Reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or Reconstruction of the Condominium Project unless all the holders of first mortgages on units in the Condominium have given their prior written approval.

(8) Each co-owner, by ownership of a unit in the Condominium, shall be considered to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning insurance pertinent to the Condominium and the common elements thereof. Without limiting the generality of the foregoing, the Association as attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute them to the Association, the co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such co-owners and the Condominium as shall be necessary or convenient to accomplish the foregoing.

(9) Each individual co-owner shall indemnify and hold harmless every other co-owner, the Developer, and the Association from and against all damages, costs and judgment, including actual attorneys' fees, which any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within such individual co-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 co-owner, the Developer, or the Association.

ARTICLE V
RECONSTRUCTION OR REPAIR

A. Reconstruction or Repair. If the Condominium Project or any of its common elements are destroyed or damaged, in whole or in part, and the proceeds of any policy insuring the same and payable by

reason thereof are sufficient to reconstruct the Project, then such proceeds shall be applied to such Reconstruction. As used herein, "Reconstruction" means restoration of the Project to substantially the same condition in which it existed prior to the fire or other disaster in accordance with the Master Deed and the original plans and specifications, with each Unit and the Common Elements having the same vertical and horizontal boundaries as prior thereto.

(1) If the property is not insured against the peril causing the loss or the proceeds of the policy or policies insuring the Project and payable by reason thereof are insufficient to reconstruct the same, provision for Reconstruction may be made by the affirmative vote of not fewer than 75% of the Co-owners and mortgagees at a meeting called for such propose. Any such meeting shall be held within 30 days following the final adjustment of insurance claims, if any, or within 90 days after such fire or other disaster, whichever first occurs. At any such meeting, the Board or its representative shall present to all parties present an estimate of the cost of the Reconstruction and the estimated amount of necessary special assessments against each Unit in order to pay therefor. If the property is reconstructed, any such insurance proceeds shall be applied thereto, and special assessments may be made against the Units in order to pay the balance of the cost thereof.

(2) If the property is not insured against the peril causing the loss or the proceeds of the policy or policies insuring the Project and payable by reason thereof are insufficient to reconstruct the same, and if provision for Reconstruction is not made pursuant to subparagraph (a) above, then provision for withdrawal of any portion of the property from the provisions of the Act may be made by the affirmative vote of not fewer than 75% of the Co-owners and mortgagees at a meeting called for such purpose. Any such meeting shall be held within 30 days following the final adjustment of insurance claims, if any, or within 90 days after such fire or other disaster, whichever first occurs. Upon any such withdrawal of any Unit or portion thereof, the percentage of ownership in the common elements appurtenant thereto shall be reallocated among the remaining Units not so withdrawn on the basis of the relative percentages of ownership in the common elements appurtenant to each such remaining Unit. If only a portion of a Unit is withdrawn, the percentage of ownership in the common elements appurtenant to such Unit shall be reduced accordingly, upon the basis of diminution in market value of such Unit, as determined by the Board.

Any insurance proceeds shall be allocated, on the basis of square footage withdrawn or such other equitable basis as the Board may determine, among the Units or portions thereof, and the portions of the common elements withdrawn. As compensation for such withdrawals: (i) any such insurance proceeds allocated to withdrawn Units or portions thereof shall be applied in payment to the Owners thereof in proportion to their relative percentages of ownership in the common elements appurtenant to such withdrawn Units, or portions thereof; (ii) any such insurance proceeds allocated to withdrawn portions of the limited common elements shall be applied in payment to the Unit Owners entitled to their use in proportion to their relative percentages of ownership in the common elements appurtenant to the Units served by such limited common elements; and (iii) any such insurance proceeds allocated to withdrawn portions of the general common elements shall be applied in payment to all Unit Owners in proportion to their relative percentage of ownership in the common elements. Upon withdrawal of any Unit or portion thereof, the Owner thereof shall be relieved of any further responsibility or liability for the payment of any assessments therefor, if the entire Unit is withdrawn, or for the payment of a portion of such assessments proportional to the diminution in square footage of such Unit, if only a portion of the Unit is withdrawn.

(3) If the property is not insured against the peril causing the loss or the proceeds of the policy or policies insuring the Project and payable by reason thereof are insufficient to reconstruct the same, and if provision for neither Reconstruction nor withdrawal is made pursuant to subparagraphs (a) or (b) above, then the provisions of the Act shall apply.

(4) Prompt written notice of any and all material damage or destruction to a Unit or any part of the common elements shall be given to the holder of a first mortgage lien on any Unit affected thereby.

B. Eminent Domain. Section 133 of the Act will control upon any taking by eminent domain.

C. Notification of FHLMC. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Association will give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds Ten Thousand Dollars ($10,000) in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds One Thousand Dollars ($1,000).

D. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents will be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

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ARTICLE VI
RESTRICTIONS

All of the Units in Stonewater Condominiums will be held, used and enjoyed subject to the following limitations and restrictions. In addition to the restrictions which follow below, the use of any Unit and any structure constructed on any Unit must satisfy the requirements of the PUD Ordinance, and also the zoning ordinance of Grand Haven Township, Ottawa County, Michigan, which is in effect at the time of the contemplated use or construction of any structure unless a variance for such use or structure is obtained from the Zoning Board of Appeals of Grand Haven Township and further there is obtained a written consent thereto from the Developer during the Development Period and thereafter from the Association. To the extent that the restrictions contained herein are more restrictive than the Grand Haven Township Zoning Ordinance, or the PUD Ordinance, the restrictions contained herein shall apply.

A. Residential Use. Units within Stonewater Condominiums shall be used exclusively for residential occupancy, and no Unit or any common element appurtenant thereto shall be used for any purpose other than that of a single family residence or other purposes customarily incidental thereto, except that professional and quasiprofessional Co-owners may use their residence as an ancillary facility to an office established elsewhere, so long as such use does not generate unreasonable traffic by members of the general public. The foregoing restrictions as to use shall not, however, be construed in such manner as to prohibit a Co-owner from: (a) maintaining his or her personal professional library; (b) keeping his or her personal business or professional records and accounts; or (c) handling his or her personal business or professional telephone calls and correspondence. Such uses are expressly declared customarily incidental to principal residential use and not in violation of said restrictions.

B. Common Areas. The common elements shall be used only by the Co-owners of Units in Stonewater Condominiums 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, however, that any storage areas or other common areas designed for a specific use shall be used only for the purposes approved by the Board. The use, maintenance and operation of the common elements shall not be obstructed, damaged or unreasonably interfered with by any Co-owner, and shall be subject to any lease, concession or easement, presently in existence or entered into by the

Board at some future time, affecting any part or all of said common elements. Residents shall not speed on Stonewater Condominiums roadway, and shall maintain a proper speed limit at all times.

C. Specific Prohibitions. Without limiting the generality of the foregoing provisions, use of the Project and all common elements by any Co-owner shall be subject to the following restrictions:

(1) No portion of a Unit or common element may be rented and no transient tenants may be accommodated therein; provided, that nothing herein shall prevent the rental or sublease of an entire Unit for residential purposes or of a limited common element appurtenant to such Unit in the manner set forth in this Article VI.

(2) No Co-owner shall make any alterations, additions or improvements to any general common element, nor make changes to the exterior appearance or structural members of his or her Unit or limited common elements without the prior written approval of the Association, unless otherwise specifically permitted under the Act. The Association shall not approve any alterations or structural modifications which would jeopardize or impair the soundness, safety or appearance of the Project. An Owner may make alterations, additions or improvements within his or her Unit without the prior written approval of the Board, but such Owner shall be responsible for any damage to other Units, the common elements, the property, or any part thereof, resulting from such alterations, additions or improvements.

(3) No nuisances shall be permitted on Stonewater Condominiums property nor shall any use or practice be permitted which is a source of annoyance to its residents, or which interferes with the peaceful possession or proper use of the Project by its residents.

(4) No immoral, improper, offensive or unlawful use shall be made of Stonewater Condominiums property or any part thereof, 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 Board. No Co-owner shall permit anything to be done or kept in his or her Unit or on the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the common elements, or which would be in violation of any law.

(5) No signs, flags, banners or advertising devices shall be displayed which are visible from the exterior of any Unit or upon the common elements, including "for sale" signs, without written permission from the Developer or the Association.

(6) No Co-owner shall display, hang or store any clothing, sheets, blankets, laundry or other articles outside his or her Unit, or which may be visible from the outside of his or her Unit (other than draperies or curtains, blinds and/or shades of a customary nature and appearance), or paint or decorate or adorn the outside of his or her Unit, or install any CB, short wave or other radio, satellite dish or similar device, or television antenna, window air-conditioning unit, snap-in window dividers, awning or other equipment, fixtures or items of any kind, without the prior written permission of the Developer during the Development Period, and thereafter the Association. All exterior drapes and window coverings shall be white or neutral in color, as viewed from the exterior of the Unit. The foregoing restrictions shall not be construed to prohibit a Co-owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on a patio, deck or balcony which is a limited common element appurtenant to his or her Unit, provided, that no such furniture or other personal property shall be stored on any open deck, patio or porch which is visible form another Unit or from the Common Elements of the Project during the winter season.

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(7) No Co-owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest or member of the Co-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 Stonewater Condominiums premises.

(8) No animal, including household pets, shall be kept without the prior written consent of the Association. All household pets must be approved by the Association, and such approval may be revoked at any time if problems arise. The Association has adopted the following guidelines regarding pets:

(a) One pet (which shall not weigh more than 30 pounds unless otherwise approved by the Developer during the Development Period and thereafter by the Association) is permitted per unit.

(b) Outside Units in Stonewater Condominiums, pets must be attended at all times by a responsible person and may not roam free.

(c) Pet owners must collect and dispose of pet feces.

(d) Any damage to general or limited common elements by pets will be the responsibility of the pet owner to repair. The Association reserves the right to repair such damages and assess the Co-owner for all costs involved.

(e) Pets permitted by the Association shall be kept under care and restraint by the Co-owner. Issues of noise, odor, unsanitary conditions, or obnoxious behavior may result in the expulsion of the pet from the property. No savage or dangerous animals are allowed.

(f) The Association has the exclusive and absolute authority as it relates to pets on the property. Appeal from a decision of the Association shall result in the immediate expulsion of the pet from the property during the appeal period.

(9) No mobile home, van, trailer, tent, shack, garage, accessory building, outbuilding or other structure of a temporary character shall be erected, occupied or used at any time without the prior written consent of the Association. No recreational vehicles, motor homes, boats or trailers shall be parked or stored in any garage if such storage would prevent full closure of the door thereto or elsewhere on Stonewater Condominiums property for more than thirty-six (36) hours without the written approval of the Association, and no snowmobile or other motorized recreational vehicle shall be operated on Stonewater Condominiums property. No maintenance or repair shall be performed on any boat or vehicle except within a garage or Unit where totally isolated from public view.

(10) No more than one (1) automobile or other vehicle customarily used for transportation purposes shall be kept outside a closed garage on Stonewater Condominiums property by those persons residing in any Unit; provided, that no automobiles or other vehicles which are not in operating condition shall be permitted at any time. No commercial vehicles or trucks shall be parked in or about Stonewater Condominiums except for the making of deliveries or pick-ups in the normal course of business.

(11) The common elements shall not be used for the storage of supplies, vehicles, or personal property (except in limited common element garages or for short periods of time as may be reasonably necessary to permit periodic collection of trash). No vehicles shall be parked on or along the private drive without the prior consent of the Association. No yard ornaments or structures may be placed

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in the common areas. In general, no activity shall be carried on nor condition maintained by any Co-owner either in his or her Unit or upon the Common Elements which despoil the appearance of Stonewater Condominiums.

(12) Absent an election to arbitrate pursuant to Article III of these Bylaws, a dispute or question as to whether a violation of any specific regulation or restriction contained in this Article has occurred shall be submitted to the Board of Directors of the Association which shall conduct a hearing and render a decision thereon in writing, which decision shall be binding upon all Owners and other parties having an interest in Stonewater Condominiums Project.

(13) All areas depicted as open space, green areas, and/or no-disturb areas on either Stonewater Condominiums Subdivision Plan attached to the Master Deed as Exhibit B, or the Project's Final Development Plan submitted to Grand Haven Township and approved pursuant to the terms and conditions of the PUD Ordinance, shall be maintained by the Association in perpetuity. Unless otherwise approved in writing by Grand Haven Township, and also by the Developer during the Development period and thereafter the Association, no building, structure or other improvement shall be constructed within these areas.

(13) A Co-owner's right to use and enjoy the Park Areas shall be subject to the Articles of Incorporation, Bylaws, Rules and Regulations, if any, with respect to Stonewater Property Owner's Association, and to restrictions of record encumbering such Park Areas.

D. Leasing and Rental.

(1) Right to Lease. Leasing restrictions contained within this Section D applicable to Units shall not apply to Units owned by the Developer or its designated Builder. A Co-owner may lease his Unit for the same purposes set forth in Section 6.1; provided that written disclosure of such lease transaction is submitted to the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner will lease less than an entire Unit in Stonewater Condominiums and no tenant will be permitted to occupy except under a lease the initial term of which is at least twelve (12) months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements will incorporate, or be deemed to incorporate, all of the provisions of Stonewater Condominiums Documents. After the transitional control date, the Association may amend Stonewater Condominiums Documents as to the rental of units or terms of occupancy. The amendment shall not affect the rights of any lessors or lessees under a written lease otherwise in compliance with this section and executed before the effective date of the amendment, or units as long as they are owned or leased by the Developer.

(2) Leasing Procedures. The leasing of Units in the Project will conform to the following provisions:

(a) A Co-owner desiring to rent or lease a Unit, will disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessees or occupants and, at the same time, will supply the Association with a copy of the exact lease form for its review for its compliance with Stonewater Condominiums Documents. The Co-owner or Developer shall also provide the Association with a copy of the executed lease. If no lease is to be used, then the co-owner or Developer shall supply the Association with the names and addresses of the lessee or occupants, along with the rental amount and due dates of any rental or compensation payable to a Co-owner or Developer, the due dates of that rental and compensation, and the terms of the proposed arrangement.

(b) Tenants or non Co-owner occupants will comply with all of the conditions of Stonewater Condominiums Documents of Stonewater Condominiums Project and all leases and rental agreements will so state.

(c) If the Association determines that the tenant or non Co-owner occupant has failed to comply with the conditions of Stonewater Condominiums Documents, the Association may take the following action:

(i) The Association will notify the Co-owner by certified mail advising of the alleged violation by the tenant.

(ii) The Co-owner will have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(iii) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non Co-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non Co-owner occupant for breach of the conditions of Stonewater Condominiums Documents. The relief provided for in this subsection may be by summary proceedings. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or the Project.

(d) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, will deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions will not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Association, then the Association may do the following: (a) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding, (b) Initiate proceedings pursuant to subsection (c) above.

E. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time in connection with use, operation and management of Stonewater Condominiums. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Units and the Common Elements may be made and amended from time to time by any Board of Directors of the Association. Copies of all such rules, regulations and amendments thereto will be furnished to all Co-owners.

F. Right of Access to Association. The Association or its duly authorized agents will have access to each Unit and any improvements thereon and Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agent will also have access to each Unit and any improvements thereon and Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit or to the improvements thereon. In the event of emergency, the Association may gain access in such manner as may be reasonable under the circumstances and will not be liable to such Co-owner for any necessary damage appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

G. Reserved Rights of Developer.

(1) Developer's Rights in Furtherance of Development of Sales. None of the restrictions contained in this Article VI will apply to the commercial activities or signs or billboards, if any, of the Developer during the Development Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer will have the right throughout the entire Development Period to utilize the temporary sales office/future community building as a sale or business office and to use a reasonable number of parking spaces incident thereto. The Developer shall have access, ingress to and egress from any part of the Project as may be reasonably required for the purpose of the sale of Units.

(2) Enforcement of Bylaws. The Condominium Project will at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which Developer may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer will have the right to enforce these Bylaws throughout the Development Period, which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

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ARTICLE VII
MORTGAGES

A. Notice to Association. Any Co-owner who mortgages his or her Unit will notify the Association of the name and address of the mortgagee, and the Association will maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association may give to the holder of any mortgage covering any Unit in the project written notification of any default in the performance of the obligations of the Co-owner of such Unit.

B. Insurance. The Association will notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

C. Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium will be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

ARTICLE VIII
VOTING

A. Vote. Except as limited in these Bylaws, each Co-owner will be entitled to one vote for each Condominium Unit owned.

B. Eligibility to Vote. No Co-owner, other than the Developer, will be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium

Project to the Association. Except as provided in this Article VIII and Article IX of these Bylaws, no Co-owner, other than the Developer, will be entitled to vote prior to the date of the First Annual Meeting held in accordance with Article IX. The Vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in this Article VIII or by a proxy given by such individual representative. The Developer will be the only person entitled to vote at a meeting of the Association until the First Annual Meeting and will be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer will be entitled to vote for each Unit which the Developer owns.

C. Designation of Voting Representative. Each Co-owner must file a written notice with the Association designating one individual representative who will vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice will state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each Person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice will be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

D. Quorum. The presence in person or by proxy of fifty-one percent (51%) of the Co-owners qualified to vote will constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy will be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

E. Voting. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting will not be Permitted.

F. Majority. A majority, except where otherwise provided herein, will consist of not less than fifty-one percent (51%) of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE IX
MEETINGS

A. Place of Meeting. Meetings of the Association will be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors.

B. First Annual Meeting. The First Annual Meeting may be convened within one hundred twenty (120) days after twenty-five percent (25%) of the Units that may be created are sold and the purchasers thereof qualified as members of the Association. In no event, however, will such meeting be called later than fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project. The Developer may call meetings of members for information or other appropriate purposes prior to the First Annual Meeting and no such meeting will be construed as the First Annual Meeting. The date, time and place of such meeting will be set by the Board of Directors, and at least

ten (10) days, written notice thereof will be given to each Co-owner. The phrase "Units that may be created" as used in this Article and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted, under the Condominium Documents as may be amended, to include in the Condominium.

C. Annual Meetings. Annual meetings of the Association will be held at such time and place as will be determined by the Board of Directors. At such meetings there will be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

D. Special Meetings. It will be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by two-thirds (2/3) of the Co-owners presented to the Secretary of the Association. Notice of any special meeting will state the time and place of such meeting and the purposes thereof. No business will be transacted at a special meeting except as stated in the notice.

E. Notice of Meetings. It will be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-owner of record, at least ten (10) days but not more than thirty (30) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by this Article IX of these Bylaws will be deemed notice served. Any member may, by written waiver of notice signed by each member, waive such notice, and such waiver, when filed in the records of the Association, will be deemed due notice.

F. Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

G. Order of Business. The order of business at all meetings of the members will be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) election of Directors (at annual meeting or special meetings held for such purpose); (g) unfinished business; and (h) new business. Meeting of members will be chaired by the most senior officer of the Association present at such meeting. For purposes of this Article, the order of seniority of officers will be President, Vice President, Secretary and Treasurer.

H. Action without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots will be solicited in the same manner as provided in this Article for the giving of notice of meetings of members. Such solicitations will specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot will afford an opportunity to specify a choice between approval and disapproval of each matter and will provide that, where the member specifies a choice, the vote will be cast in accordance therewith. Approval by written ballot will be constituted by receipt within the time period specified in the solicitation of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

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I. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, will be as valid as though made at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver or notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals will be filed with the corporate records or made a part of the minutes of the meeting.

J. Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, will be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given will be prima facie evidence that such notice was given.

ARTICLE X
ADVISORY COMMITTEE

Within one (1) year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within one hundred twenty (120) days after conveyance to purchasers of one-third (1/3) of the total number of Units that may be created, whichever first occurs, the Developer will cause to be established an Advisory Committee consisting of at least three (3) non-developer Co-owners. The Committee will be established and perpetuated in any manner the Developer deems advisable, except that if more than fifty percent (50%) of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose will be held. The purpose of the Advisory Committee will be to facilitate communications between the temporary Board of Directors and the non-developer Co-owners and to aid the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee will cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI
BOARD OF DIRECTORS

A. Number and Qualification of Directors. The Board of Directors will be comprised of not less than three (3) nor more than seven (7) members all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association. Initially, the Board of Directors established by the Developer will consist of three (3) members. Directors will serve without compensation.

B. Election of Directors.

(1) First Board of Directors. The first Board of Directors or its successors as selected by the Developer will manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Elections for non-developer Co-owner Directors will be held as provided for below.

(2) Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of twenty-five percent (25%) of the Units that may be created, at least 1 director, and not less than 25% of the board of directors of the Association shall be elected by non-developer Co-owners. When the required percentage level of conveyance has been reached, the

Developer will notify the non-developer Co-owners and request that they hold a meeting and elect the required Director. Upon certification to the Developer by the Co-owners of the Director so elected, the Developer will then immediately appoint such Director to the Board to serve until the First Annual Meeting unless he is removed pursuant to Article XI, Paragraph G or he or she resigns or becomes incapacitated.

(a) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of 50% of the units that may be created, not less than 33-1/3% of the board of directors shall be elected by non-developer Co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units that may be created, and before conveyance of ninety percent (90%) of such Units, the non-developer Co-owners will elect all Directors on the Board, except that the Developer will have the right to designate at least 1 Director as long as the Developer owns and offers for sale at least 10% of all Units in the Project or as long as 10% of the Units remain that may be created. Whenever the seventy-five percent (75%) conveyance level is achieved, a meeting of Co-owners will be promptly convened to effectuate this provision, even if the First Meeting has already occurred.

(b) Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but will not reduce, the minimum election and designation rights otherwise established in subsection (a). Application of this subsection does not require a change in the size of the Board of Directors.

(c) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (b), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (2) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater will be rounded up to the nearest whole number, which number will be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer will have the right to elect the remaining members of the Board of Directors. Application of this subsection will not eliminate the right of the Developer to designate 1 member as provided in subsection (a).

(d) Each Director shall serve for one (1) year or until his/her successor is elected.

(e) Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect Directors and conduct other business will be held in accordance with the provisions of Article IX.

(f) For purposes of calculating the timing of events described in this section, conveyance by Developer to a residential builder, even though not an affiliate of Developer, is not considered a sale to a non-developer co-owner until such time as the residential builder

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conveys that unit with a completed residence on it or until it contains a completed residence which is occupied.

C. Power and Duties. The Board of Directors will have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by Co-owners.

D. Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors will be responsible specifically for the following:

(1) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.

(2) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

(3) To carry insurance and collect and allocate the proceeds thereof.

(4) To rebuild improvements after casualty.

(5) To contract for, employ and discharge persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.

(6) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(7) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action will also be approved by affirmative vote of seventy-five percent (75%) of all of the members of the Association.

(8) To make rules and regulations in accordance with these Bylaws.

(9) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

(10) To enforce the provisions of the Condominium Documents.

(11) To do anything required of or permitted to it, as administrator of this Condominium project by the Condominium Master Deed or Condominium Bylaws or by Act No. 59 of Public Acts of 1978, as amended.

E. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board will authorize, including, but not limited to, the duties listed in Article XI, and the Board may delegate to such management

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agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event will the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than one (1) year or which is not terminable by the Association upon thirty (30) days, written notice thereof to the other party and no such contract will violate the provisions of Section 55 of the Act.

F. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association will be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer will be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected will be a Director until a successor is elected at the next annual meeting of the Association. Vacancies among non-developer Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and will be filled in the manner specified in Section 112(b).

G. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty-one percent (51%) of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy will be the normal fifty-one percent (51%). Any Director whose removal has been proposed by the Co-owners will be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

H. First Meeting. The first meeting of a newly elected Board of Directors will be held within ten (10) days of election at such place as will be fixed by the Directors at the meeting at which such Directors were elected, and no notice will be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board will be present.

I. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as will be determined from time to time by a majority of the Directors, but at least two such meetings will be held during each fiscal year. Notice of regular meetings of the Board of Directors will be given to each Director, personally, by mail, telephone or telegraph at least ten (10) days prior to the date named for such meeting.

J. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days, notice to each Director, given personally, by mail, telephone or telegraph, which notice will state the time, place and purpose of the meeting. Special meetings of the Board of Directors will be called by the President or Secretary in like manner and on like notice on the written request of two Directors.

K. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver will be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board will be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice will be required and any business may be transacted at such meeting.

L. Adjournment. At all meetings of the Board of Directors, a majority of the Directors will constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present will be the acts of the Board of Directors. If, at any meeting of the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time upon twenty-four (24) hours, prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof will constitute the presence of such Director for purposes of determining a quorum.

M. First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date will be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

N. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds will furnish adequate fidelity bonds. The premiums on such bonds will be expenses of administration.

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ARTICLE XII
OFFICERS

A. Officers. The principal officers of the Association will be a President, who will be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

(1) President. The President will be the chief executive officer of the Association. He will preside at all meetings of the Association and of the Board of Directors. He will have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his or her discretion deem appropriate to assist in the conduct of the affairs of the Association.

(2) Vice President. The Vice President will take the place of the President and perform his or her duties whenever the President will be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors will appoint some other member of the Board to so do on an interim basis. The Vice President will also perform such other duties as will from time to time be imposed upon him by the Board of Directors.

(3) Secretary. The Secretary will keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he will have charge of the corporation seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

(4) Treasurer. The Treasurer will have responsibility for the Association funds and securities and will be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He will be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

B. Election. The officers of the Association will be elected annually by the Board of Directors at the organizational meeting of each new Board and will hold office at the pleasure of the Board.

C. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his or her successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter will have been included in the notice of such meeting. The officer who is proposed to be removed will be given an opportunity to be heard at the meeting.

D. Duties. The officers will have such other duties, Powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XIII
FINANCE

A. Records/Assessment of Tangible Personal Property. The Developer, or the project manager which has been appointed by the Developer, if any, will administer the affairs of the project and will keep books and records with a detailed account of the expenditures and receipts affecting the Project and its administration, and which specify the operating expenses of the project, until such time as the Board of Directors of the Association is transferred to non-developer co-owners. After the Association is controlled by non-developer Board of Directors, the Treasurer of the Association shall have such responsibility, unless the Board has engaged the services of a project manager for such purposes. Such accounts and all other Association records will be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association will prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which will be defined by the Association. The books of account will be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium will be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses will be expenses of administration. The person designated to administer the affairs of the project shall be assessed as the person in possession for any tangible personal property of the project owned or possessed in common by the co-owners. Personal property taxes based on that tangible personal property shall be treated as expenses of administration.

B. Fiscal Year. The fiscal year of the Association will be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year will be subject to change by the Directors for accounting reasons or other good cause.

C. Bank. Funds of the Association will be initially deposited in such bank or savings association as may be designated by the Directors and will be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XIV
INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every director and officer of the Association will be indemnified by the Association against all expenses and liabilities, including attorney fees, reasonably incurred by or imposed upon him in connection

with any proceedings to which he may be a party or in which he may become involved by reason of his or her being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his or her duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein will apply only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled, including indemnification under the Articles of Incorporation of the Association. At least ten (10) days prior to payment of any indemnification, whether under this section or under the Articles of Incorporation of the Association, the Board of Directors shall notify all Co-owners of the payment.

ARTICLE XV
SEAL

The Association may (but need not) have a seal. If the Board determines that the Association will have a seal, then it will have inscribed thereon the name of the Association, the words "corporate seal", and "Michigan".

ARTICLE XVI
COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, or any other persons acquiring an interest in or using the facilities of the Project in any manner are subject to and will comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Property will signify that the Condominium Documents are accepted and ratified.

ARTICLE XVII
REMEDIES FOR DEFAULT

Any default by a Co-owner will entitle the Association or another Co-owner or Co-owners to the following relief:

A. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents will be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

B. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, will be entitled to recover the costs of the proceeding and such reasonable attorneys fees (not limited to statutory fees) as may be determined by the court, but in no event will any Co-owner be entitled to recover such attorneys' fees.

C. Removal and Abatement. The violation of any of the provisions of the Condominium Documents will also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit and the improvements thereon, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the

Condominium Documents. The Association will have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

D. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner will be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article IX of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owners as prescribed in said Article IX, and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in these Bylaws. No fine will be levied for the first violation. Fine amounts will be determined by the Board of Directors.

E. Non-waiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents will not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

F. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the Condominium Documents will be deemed to be cumulative and the exercise of any one or more will not be deemed to constitute an election of remedies, nor will it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

G. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. In such a proceeding, the Association shall recover the costs of the proceeding and reasonable attorney fees, as determined by the court. In no event will any co-owner be entitled to recover such attorney fees. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XVIII
RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer will be made by appropriate instrument in writing in which the assignee or transferee will join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee will thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or retained by Developer or its successors will expire and terminate, if not sooner assigned to the Association, at the conclusion of the Development Period. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and will not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such

documents which will not be terminable in any manner hereunder and which will be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XIX
MISCELLANEOUS PROVISIONS

A. Definitions. All terms used herein will have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

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

C. Notices. Notices provided for in the Act, Master Deed or Bylaws must be in writing, and are to be addressed to the Association at 3115 Railway Drive, Byron Center, Michigan 49315, or to any Co-owner at the address set forth in the deed of conveyance, or at such other address as may hereinafter be provided.

The Association may designate a different address for notices to it by giving written notice of such change of address to all Co-owners. Any Co-owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above will be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

D. Amendment. These Bylaws may be amended, altered, changed, added to or repealed only in the manner set forth in the Master Deed.

E. Conflicting Provisions. In the event of a conflict between the provisions of 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 any conflict between the PUD Ordinance or the ordinances of Grand Haven Township and any Condominium Document, the PUD Ordinance or other ordinance shall govern; in the event of any conflict between the provisions of any one or more Condominium Documents, the following order of priority shall prevail and the provisions of the Condominium Document having the highest priority shall govern:

(1) the Master Deed, including the Condominium Subdivision Plan but excluding these Bylaws;

(2) these Bylaws;

(3) the Articles of Incorporation of the Association; and

(4) the Rules and Regulations of the Association.

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