

GRAND HAVEN CHARTER TOWNSHIP BOARD
MONDAY, NOVEMBER 28, 2016

WORK SESSION – CANCELLED

REGULAR MEETING – 7:00 P.M.

- I. CALL TO ORDER
- II. PLEDGE TO THE FLAG
- III. OATH OF OFFICE FOR NEW BOARD MEMBERS (*Reenders and Gignac*)
- IV. BRIEF RECESS & RECEPTION
- V. ROLL CALL
- VI. APPROVAL OF MEETING AGENDA
- VII. CONSENT AGENDA
 1. Approve November 14, 2016 Board Minutes
 2. Approve Payment of Invoices in the amount of \$246,436.50 (*A/P checks of \$144,719.07 and payroll of \$101,717.43*)
 3. Approve Execution of Stonewater PUD Contract and Private Road Maintenance Special Assessment Contract
 4. Appointment of Committees – Two-Year terms
- VIII. PRESENTATION – Chamber Annual Economic Development Report – David Miller
- IX. OLD BUSINESS
 1. Approve Legal Service Agreement with Bond Attorney James White (*Mika Meyers*) for Sale of Pathway Bonds (*Please note that Trustee Redick has a pecuniary interest in Mika Meyers and requests permission from the Board to abstain from this vote.*)
 2. Approve Financial Advisor Agreement with PFM, Inc. for Sale of Pathway Bonds
 3. Approve Engineering Agreement with Prein and Newhof for Pathway Construction Project
- X. NEW BUSINESS
 1. Authorize Trustee Gignac to Continue Serve as a Part-Time Fire Fighter in the Township Fire/Rescue Department
 2. Approve Brucker Beach Woods Site Condominiums Project
- XI. REPORTS AND CORRESPONDENCE
 1. Correspondence
 2. Committee Reports
 3. Manager's Report
 - a. October Legal Review
 4. Others
- XI. EXTENDED PUBLIC COMMENTS/QUESTIONS ON NON-AGENDA ITEMS ONLY (*LIMITED TO THREE MINUTES, PLEASE.*)

XII. ADJOURNMENT

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

**GRAND HAVEN CHARTER TOWNSHIP BOARD
MONDAY, NOVEMBER 14, 2016**

REGULAR MEETING

I. CALL TO ORDER

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

II. PLEDGE TO THE FLAG

III. ROLL CALL

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

Board members absent:

Also present was Superintendent Cargo, Assessor Chalifoux, Community Development Director Fedewa, and Public Services Director VerBerkmoes.

IV. APPROVAL OF MEETING AGENDA

Motion by Clerk Larsen and seconded by Trustee Hutchins to approve the meeting agenda. **Which motion carried.**

V. APPROVAL OF CONSENT AGENDA

1. Approve October 24, 2016 Regular Board Minutes
2. Approve November 2, 2016 Special Board Minutes
3. Approve Payment of Invoices in the amount of \$708,644.92 (*A/P checks of \$498,864.71 and payroll of \$209,780.21*)
4. Approve Appointment of Ole Sphabmixay (*i.e., Flagstar Bank Manager*) to the DDA/BRA for a term ending on August 1, 2019
5. Approve Re-Appointments of Richard Buitenhuis, Brock Hesselsweet, Pete Morden, Lyle Rycenga, and Randy Wagenmaker to the Construction Board of Appeals for two year terms ending on November 1, 2018
6. Approve MOU with City of Grand Haven's Neighborhood Housing Services

Motion by Treasurer Kieft and seconded by Clerk Larsen to approve the items listed on the Consent Agenda. **Which motion carried.**

VI. PRESENTATIONS FOR SUPERVISOR KARL FRENCH AND TRUSTEE MIKE HUTCHINS

Superintendent Cargo, Chamber President Gaasch, Chamber Vice President Miller, and Sheriff Rosema provided statements of thanks and commendation for both Supervisor French and Trustee Hutchins.

VII. PUBLIC HEARING – Act 425 Agreement

Supervisor French opened the public hearing on the proposed Act 435 Agreement with the City of Grand Haven at 7:25 p.m.

Superintendent Cargo explained the reason and purpose of the proposed 425 Agreement, that being a residential home expansion of a property that straddles the municipal boundary of the City and Township.

There being no further comments, Supervisor French closed the public hearing at 7:27 p.m.

VIII. OLD BUSINESS

1. **Motion** by Treasurer Kieft and supported by Supervisor French to approve the Zoning Text Amendment to allow one domestic farm-type animal on 2.5 acre parcels in the Rural Preserve and Rural Residential zoning districts. **Which motion carried**, as indicated by the following roll call vote:

Ayes: French, Behm, Hutchins, Redick, Kieft, Meeusen, and Larsen

Nays:

Absent:

2. **Motion** by Trustee Meeusen and supported by Trustee Hutchins to approve Resolution 16-11-02 that approves an economic development project agreement with the City of Grand Haven and Todd Bosgraaf for the conditional transfer of property pursuant to 1984 PA 425. **Which motion carried**, as indicated by the following roll call vote:

Ayes: Kieft, Meeusen, Larsen, Behm, Hutchins, Redick, and French

Nays:

Absent:

3. **Motion** by Supervisor French and supported by Trustee Hutchins to approve Resolution 16-10-03 approving the levy of the approved Bicycle Path Millage rate of 0.4500, upon certification of the Ottawa County Board of Canvassers and authorizing Supervisor French and Clerk Larsen to sign the updated L-4029 2016 Tax Rate Request. **Which motion carried**, as indicated by the following roll call vote:

Ayes: Behm, French, Redick, Hutchins, Kieft, Meeusen, and Larsen

Nays:

Absent:

4. **Motion** by Clerk Larsen and supported by Trustee Meeusen to instruct staff to implement the proposed lighting enhancements for the Township's complex on 168th Avenue at an estimated cost of \$31,570. **Which motion carried**.

5. **Motion** by Clerk Larsen and supported by Trustee Meeusen to authorize Superintendent Cargo to execute an agreement with CARDNO Environmental to remove and treat woody invasive species on the Hofma Park and Preserve property at a cost not to exceed \$6,600. **Which motion carried**.

IX. NEW BUSINESS

None.

X. REPORTS AND CORESPONDENCE

- a. Correspondence was reviewed
- b. Committee Reports – Trustee Hutchins noted that NORA would be meeting on Thursday, November 17th
- c. Manager’s Report
 - i. October Building Report
 - ii. October Ordinance Enforcement Report
 - iii. October Public Services Report
- d. Others

XI. PUBLIC COMMENTS

None

XII. ADJOURNMENT

Motion by Clerk Larsen and seconded by Trustee Redick to adjourn the meeting at 7:43 p.m. **Which motion carried.**

Respectfully Submitted,

Laurie Larsen

Grand Haven Charter Township Clerk

Karl French

Grand Haven Charter Township Supervisor



Manager's Memo

DATE: November 22, 2016

TO: Township Board

FROM: Bill

RE: Stonewater PUD Contract and Private Road Special Assessment Contract

Attached, please find a copy of the Stonewater PUD Contract and the Stonewater Private Road Maintenance Special Assessment Contract. The approval of both are a condition of the Stonewater PUD approval.

Both documents were drafted by Attorney Bultje. The PUD contract formalizes that the developer shall comply with all of the documentation submitted and the conditions imposed on the Board's approval of the PUD. The contract runs with the property and will eventually be turned over to the Stonewater Property Owner's Association – who will be responsible to maintain the open spaces.

With regard to the Stonewater Private Road Special Assessment Contract, the developer is agreeing to the imposition of a special assessment(s) needed for the development and/or continued maintenance of the private roadways within this development. The need for a special assessment would likely only occur if the developer (*or the homeowner's association*) fails to adequately maintain the roadways.

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

Move to authorize the Supervisor French and Clerk Larsen to execute Stonewater PUD Contract and Stonewater Private Road Special Assessment Contract.

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

STONEWATER PUD CONTRACT

THIS STONEWATER PUD CONTRACT (the "Contract") is made between the Charter Township of Grand Haven, a Michigan charter township, whose address is 13300 - 168th Avenue, Grand Haven, Michigan 49417 (the "Township"), and Lincoln Street Holdings, LLC, a Michigan limited liability corporation, whose address is 3115 Railway Drive, Byron Center, Michigan 49315 (the "Developer"), with reference to the following facts and circumstances.

A. Developer has applied to the Township for planned unit development approval under the Township's Zoning Ordinance (the "Ordinance"), for a planned unit development (the "PUD").

B. The PUD will be constructed on property in the Township legally described in Exhibit A (the "Property"), parcel numbers 70-07-14-100-010, 70-07-14-100-004, 70-07-14-100-005, and 70-07-14-100-008.

C. The Township has given Developer approval of the PUD, contingent upon an appropriate written agreement approved by the Township's attorney and executed by the Township and the Developer.

THEREFORE, in consideration of the Township's approval of the PUD, and pursuant to the condition of approval that the Township and the Developer enter into this Contract, the parties agree as follows.

1. The Developer shall comply with all of the documentation submitted by the Developer and its representatives to the Township for this PUD, to the extent that the documentation is consistent with any other conditions placed upon the PUD, including the Final Site Plan, last revised July 29, 2016. The Final Site Plan is incorporated by reference into this Contract.

2. The PUD shall comply with all of the conditions set forth in the Planning Commission Motion and Report adopted by the Planning Commission on August 22, 2016, and the Township Board Motion and Report adopted by the Township Board at its meeting on September 12, 2016. The Reports and the Motions are on file with the Township Clerk.

3. The approval of the PUD shall expire and be of no effect unless Developer has begun construction of the PUD within the one year as required by Section 17.04.7 of the

Ordinance, or such longer time period as may be approved by the Township pursuant to the provisions of the Ordinance.

4. This Contract runs with the Property and is assignable to any purchaser of the Property or successor or assignee of the Developer; any such purchaser or successor or assignee shall be bound by the terms of this Contract.

5. Upon the turnover of the control of the Stonewater Property Owner's Association ("Association") to a board comprised of a majority of non-developer owners and upon the assumption of the Developer's legal responsibilities under this Contract by such Association, the Association shall be responsible to perform all of the obligations of the Developer under this Contract, and the Developer shall no longer be responsible for the performance of such obligations.

6. If the Developer or its successor or assignee fails to comply with all of the conditions established for the PUD, or if the Developer otherwise defaults in the construction of the PUD, then after written notice and a reasonable opportunity to cure any such noncompliance or default, the Township shall have the right to pursue all of its legal remedies provided under the Ordinance and to pursue all other legal options available to the Township under the laws of the State of Michigan.

7. The open space designated in the Final Site Plan shall be protected from all forms of development and shall not be developed in any manner, except as shown on the Final Site Plan. The open space shall be appropriately maintained by the Association. If the Association fails to adequately maintain the open space, or if the open space becomes a nuisance, then after written notice and a reasonable opportunity to cure any such noncompliance, the Township may undertake maintenance of the open space and assess the costs of the maintenance to the members of the Association.

8. This Contract shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. All notices and other documents to be served or transmitted shall be in writing and addressed to the parties at the addresses stated on page 1 of this Contract, or such other address or addresses as shall be specified by the parties from time to time and may be served or transmitted in person or by ordinary mail properly addressed and with sufficient postage. This Contract has been executed in the State of Michigan and shall be governed by Michigan law. The waiver by any party of a breach or violation of any provision of this Contract shall not be a waiver of any subsequent breach of the same or any other provision of this Contract. If any section or provision of this Contract is unenforceable for any reason, the unenforceability shall not impair the remainder of this Contract, which shall remain in full force and effect. It is contemplated that this Contract will be executed in multiple counterparts, all of which together shall be deemed to be one contract. Any captions in this Contract are for convenience only and shall not be considered as part of this Contract or in any way to amplify or modify its terms and provisions. All attached exhibits are incorporated by reference as though fully stated in the Contract. This Contract may not be amended other than by a written document signed by both parties.

The parties have executed this Contract as of the dates noted below.

Witnessed By:

GRAND HAVEN CHARTER TOWNSHIP,
a Michigan charter township

(Sign) _____
(Print) _____

By: _____
Mark Reenders, Supervisor

(Sign) _____
(Print) _____

By: _____
Laurie Larsen, Clerk

Dated: _____

IN WITNESS WHEREOF, Lincoln Street Holdings, LLC, has executed this Contract.

Witnessed by:

LINCOLN STREET HOLDINGS, LLC

(Sign) Amey Nawrot
(Print) Amey Nawrot

By: [Signature]
Dale H. Kraker
Its: Manager

Dated: 11-18-16

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

On this _____ day of _____, 2016, before me personally appeared Mark Reenders and Laurie Larsen, who, being duly sworn, say that they are the Supervisor and Clerk of Grand Haven Charter Township and say that they have executed the Contract on behalf of Grand Haven Charter Township.

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

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

On this 18th day of November, 2016, before me personally appeared Dale H. Kraker, who, being duly sworn, says that he is the Manager of Lincoln Street Holdings, LLC, and that he has executed the Contract on its behalf.


_____, Notary Public
Kent County, Michigan
Acting in Kent County, Michigan
My commission expires: September 26, 2021

Prepared by and return to:
Ronald A. Bultje (P29851)
Scholten Fant
P.O. Box 454
100 North Third Street
Grand Haven, MI 49417-0454
(616) 842-3030
GHCT 1011 Stonewater PUD Contract 11172016

EXHIBIT A

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

STONEWATER PRIVATE ROAD MAINTENANCE
SPECIAL ASSESSMENT CONTRACT

THIS STONEWATER PRIVATE ROAD MAINTENANCE SPECIAL ASSESSMENT CONTRACT ("Contract"), dated for reference purposes as of November 18, 2016, is entered into by and between Grand Haven Charter Township, a Michigan charter township, whose address is 13300 - 168th Avenue, Grand Haven, Michigan 49417 (the "Township") and Lincoln Street Holdings, LLC, a Michigan limited liability corporation, whose address is 3115 Railway Drive, Byron Center, Michigan 49315 (the "Developer"), and is made with reference to the following facts and circumstances.

RECITALS

A. The Developer desires to develop as a planned unit development (the "Development") the lands described on Exhibit A (the "Property"), parcel numbers 70-07-14-100-010, 70-07-14-100-004, 70-07-14-100-005, and 70-07-14-100-008.

B. The Township approved the planned unit development for the Development, which includes private roads, with the condition that the Developer enter into a special assessment agreement for private road maintenance with the Township.

C. The Township and the Developer are desirous of entering into a special assessment agreement for private road maintenance for the Development.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

Section 1. Special Assessment. The Developer agrees to the imposition of a special assessment or assessments on all or any of the lands and units within the Development for the purpose of maintaining the private roads in the Development. Such special assessment or assessments may be imposed at any time or times at the discretion of the Township. The special assessment or assessments may be imposed to pay all costs and expenses related to the maintenance of private roads in the Development, including without limitation engineering costs, construction costs, permit costs, right-of-way acquisition costs, legal and financing charges, and all other costs and expenses associated with the maintenance of private roads in the Development.

Section 2. Establishment of Special Assessments. The Developer agrees that the special assessment or assessments described in Section 1 above can be imposed by the Township pursuant to any statute or statutes of the State of Michigan, as the same may be amended from time to time, now or hereafter adopted, which authorize the Township to establish a special assessment district for private road maintenance. The Developer agrees that the lands and lots located within the Development can be included in one or more special assessment districts. To the extent the Township establishes a special assessment district for private road maintenance of all or any part of the private road located within the condominium development called Stonewater Condominiums, the special assessments or assessments described in Section 1 above, and the lien described in Section 4 below, shall pertain only to the co-owners of the condominium units within Stonewater Condominiums. To the extent the Township establishes a special assessment district for private road maintenance of all or any part of the private road located within the platted development called Stonewater, the special assessments or assessments described in Section 1 above, and the lien described in Section 4 below, shall pertain only to the owners of the platted lots within Stonewater .

Section 3. Cooperation. The Developer agrees that it will cooperate fully and completely with the Township with respect to the imposition of the special assessment or assessments described in Section 1 above. Without limiting the generality of the immediately preceding sentence, the Developer agrees to execute any petition circulated for the purpose of establishing a private road special assessment district and to refrain from signing any petition opposing or objecting to the creation or establishment of a special assessment district. In addition, it is agreed that the execution of this Contract by the Developer shall act as a signature by the Developer and all future owners of all lands and lots included within the Development as a petition for the maintenance of private roads in the Development or, in the alternative, as waiving any objections to the establishment of a special assessment district for the maintenance of private roads in the Development.

Section 4. Lien. This Contract shall constitute a lien on all lands, lots and units located within the Development before other liens except tax liens on the lands, lots and units in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record, in such amount as may be necessary to pay the cost of maintaining private roads in the Development. The costs and expenses included within the scope of this lien shall include all costs and expenses relating to the acquisition, construction, and completion of the private road maintenance, including without limitation engineering costs, construction costs, permit costs, right-of-way acquisition costs, legal financing charges, and all other costs and expenses associated with the acquisition, construction, and completion of private road maintenance.

Section 5. Binding Effect. It is the intent of the parties to make this Contract binding on the Developer, its successors and assigns and all parties who may at any time own or acquire any interest in any lands or lot or unit located within the Development. All obligations provided in this Contract with respect to the Developer shall also apply to all parties who at any time purchase any lands or units located within the Development.

Section 6. Stonewater Property Owner's Association. Upon the turnover of the control of the Stonewater Property Owner's Association ("Association") to a board comprised of a majority of non-developer owners and upon the assumption of the Developer's legal responsibilities under this Contract by such Association, the Association shall be responsible to

perform all of the obligations of the Developer under this Contract, and the Developer shall no longer be responsible for the performance of such obligations.

Section 7. Recording. This Contract shall be recorded in the office of the Ottawa County Register of Deeds as notice to all parties purchasing lands in the Development of the provisions and requirements of this Contract which apply to the imposition of special assessments to pay the cost of acquiring, constructing, and completing private road maintenance in the Development.

Section 8. Miscellaneous. This Contract shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. All notices and other documents to be served or transmitted shall be in writing and addressed to the parties at the addresses stated on page 1 of this Contract, or such other address or addresses as shall be specified by the parties from time to time and may be served or transmitted in person or by ordinary mail properly addressed and with sufficient postage. This Contract has been executed in the State of Michigan and shall be governed by Michigan law. The waiver by any party of a breach or violation of any provision of this Contract shall not be a waiver of any subsequent breach of the same or any other provision of this Contract. If any section or provision of this Contract is unenforceable for any reason, the unenforceability shall not impair the remainder of this Contract, which shall remain in full force and effect. It is contemplated that this Contract will be executed in multiple counterparts, all of which together shall be deemed to be one contract. Any captions in this Contract are for convenience only and shall not be considered as part of this Contract or in any way to amplify or modify its terms and provisions. All attached exhibits are incorporated by reference as though fully stated in the Contract. This Contract may not be amended other than by a written document signed by both parties.

IN WITNESS WHEREOF, the Developer has executed this Contract on the date above-referenced.

Witnessed By:

GRAND HAVEN CHARTER TOWNSHIP,
a Michigan charter township

(Sign) _____
(Print)

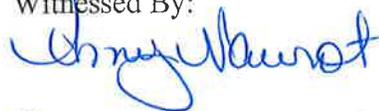
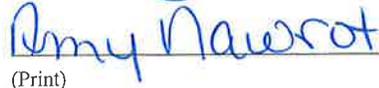
By: _____
Mark Reenders, Supervisor

(Sign) _____
(Print)

By: _____
Laurie Larsen, Clerk

Dated: _____

Witnessed By:



(Print)

LINCOLN STREET HOLDINGS, LLC,
a Michigan limited liability corporation

By: 
Dale H. Kraker
Its: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

On this _____ day of _____, 2016, before me personally appeared Mark Reenders and Laurie Larsen, who, being duly sworn, say that they are the Supervisor and Clerk of Grand Haven Charter Township and say that they have executed the Contract on behalf of Grand Haven Charter Township.

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

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

On this 18th day of November, 2016, before me personally appeared Dale H. Kraker, who, being duly sworn, says that he is the Manager of Lincoln Street Holdings, LLC, and that he has executed the Contract on its behalf.


_____, Notary Public
Kent County, Michigan
Acting in Kent County, Michigan
My commission expires: September 26, 2021

Prepared by and return to:
Ronald A. Bultje (P29851)
Scholten Fant
P.O. Box 454
100 North Third Street
Grand Haven, MI 49417-0454
(616) 842-3030
GHCT 1011 Private Road Maintenance Special Assessment Contract 11172016

EXHIBIT A

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

MANAGER'S MEMO

DATE: November 21, 2016
TO: Township Board
FROM: Cargo
SUBJECT: Reenders' Committee Assignments

Pursuant to direction from Supervisor Reenders, attached please find his Committee appointments – all of which will be valid for two years (*i.e., December 31, 2018*).

Section 2.11 of the Administrative Policies and Procedures Manual states that the Township Board determined it is both logical and practical for the Supervisor to recommend appointments to the Township Board for all of the “legally mandated Committees” – which are the Planning Commission (*which includes a member of the Township Board*), the Zoning Board of Appeals (*which may include a member of the Township Board*), the Construction Board of Appeals, the Board of Review, the Downtown Development Authority Board, and the Elections Commission (*consisting of the Clerk and two Trustees*). These appointments by the Supervisor require Board approval.

Further, the Board has determined that the Supervisor shall have authority to appoint members to all Board Standing Committees, Special Committees and Sub-Committees without Board approval. However, it is expected that the Supervisor will discuss appointments to these Committees with Board members in order to understand and consider their preferences.

Based upon the aforementioned, Supervisor Reenders' appointments are as follows:

Supervisor Reenders

1. Downtown Development Authority (*as required by state law*)
2. Personnel Committee
3. Public Works and Transportation Committee
4. Public Safety Committee
5. Ordinance review Committee

Clerk Larsen

1. Elections Commission (*as required by state law*)
2. Personnel Committee

3. Ordinance Review Committee
4. Tax Abatement Committee

Treasurer Kieft

1. Planning Commission
2. Ordinance Review Committee
3. Public Works Committee
4. Tax Abatement Committee

Trustee Behm

1. Zoning Board of Appeals
2. Public Safety Committee
3. Hofma Park Commission

Trustee Meeusen

1. Elections Commission
2. Public Safety Committee
3. Tax Abatement Committee

Trustee Redick

1. North Ottawa Recreation Authority Board
2. Parks and Recreation Committee
3. Personnel Committee (alternate)

Trustee Gignac

1. Personnel Committee
2. Public Works Committee
3. Elections Commission
4. Hofma Park Commission

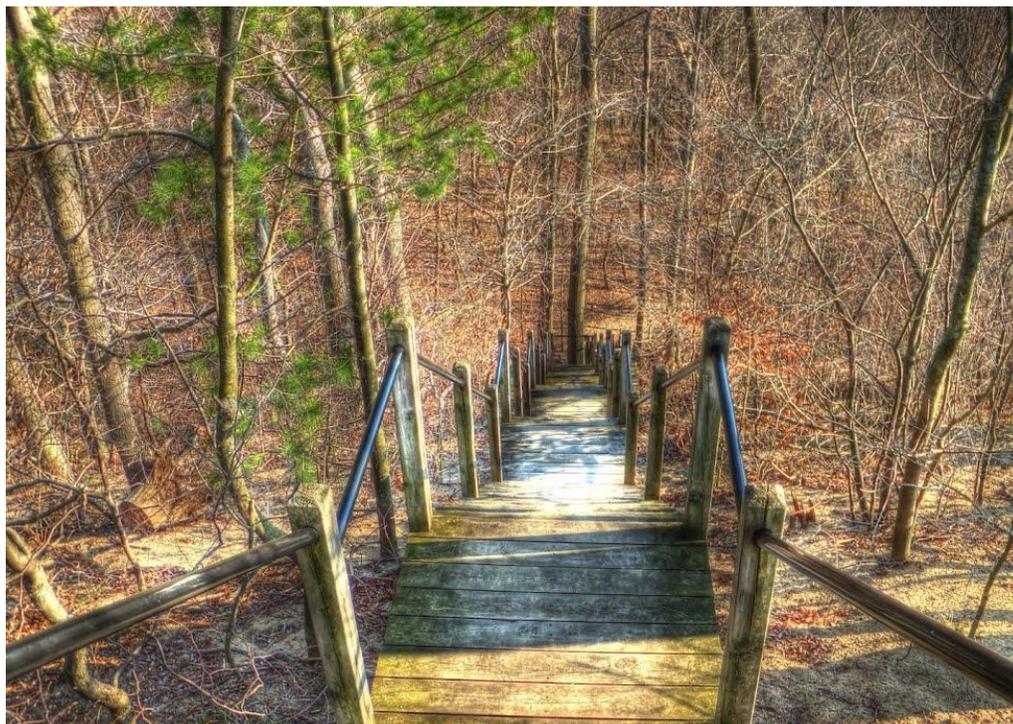
Superintendent Cargo

1. Harbor Transit Authority Board (*as required by the HT agreement*)
2. Sewer Authority Board (*as required by the Sewer agreement*)
3. North Ottawa Water System Committee (*as required by the NOWS agreement*) Public Service Director VerBerkmoes as the alternate

To validate these appointments, the following motion is offered:

Motion to approve and validate Supervisor Reenders' Committee appointments as delineated in the November 21st memorandum. These appointments shall be valid through December 31, 2018.

If you have any questions or comments, please contact Supervisor Reenders at your convenience.



Economic Development Services

Fall 2016

REPORT TO GRAND HAVEN CHARTER TOWNSHIP BOARD OF TRUSTEES

Economic development generally refers to the sustained, concerted actions of policy makers and communities that promote the standard of living and economic health of a specific area. Economic development can also be referred to as the quantitative and qualitative changes in the economy. Such actions can involve multiple areas including development of human capital, critical infrastructure, regional competitiveness, environmental sustainability, social inclusion, health, safety, literacy, and other initiatives. Economic development differs from economic growth. Whereas economic development is a policy intervention endeavor with aims of economic and social well-being of people, economic growth is a phenomenon of market productivity and rise in GDP.

Information Resource/Access to Information:

The Chamber is generally the first point of contact for businesses, investors and individuals seeking to expand, start a business or relocate to Northwest Ottawa County.

Site Location – Availability of Industrial Property – Chamber staff maintains a list of available Industrial Property and connects with developers and realtors on a regular basis.

Provides current demographic data and conducts research for business clients

Annually publishes Grand Living – a community profile for use in recruiting new businesses and residents

Annually publishes Grand Haven Area Visitors Guide in partnership with the Grand Haven Area CVB

Annually the Chamber serves over 3900 walk in customers that are relocating, visiting or looking for community information.

Resource Matching:

Over the years the Chamber has become the “go to place” that provides connections for business to business transactions and connects area manufacturers to programs available through the Michigan Economic Development Corporation, Michigan Works Agency, and private training providers to assist with training needs. The Chamber also provides a confidential setting for potential investors and new businesses to learn more about business opportunities in Northwest Ottawa County.

General Business Assistance:

The Chamber assists business in identifying available buildings and property as well as providing them information about necessary permits, zoning and tax abatements where applicable. The Chamber also conducts training and roundtable programs including:

HR Roundtable and two Manufacturers Roundtables all designed to provide a confidential setting to share best practices, general area business conditions, networking and problem solving.

FastTrac Roundtable made up of participants from our FastTrac Growth Ventures training who chose to continue to meet to hold each other accountable to their growth plans.

Leads Networking Groups – over 140 members in six professional networking groups that meet weekly growing their business

Legacy Sustainable Users Group – Made up primarily of area manufacturers interested in sustainable business practices and triple bottom line issues. This year the group toured Supreme Machined Products where they have instituted state of the art practices for recycling scrap from their processes, and also added solar panels to their roof, toured the waste water treatment facility to see the improvements made there, and discussed the energy rebate programs provided by the BLP and Consumers Energy.

Coordinates MIOSHA Safety Training Programs with State Certification semi-annually. 123 attendees from across the state attended five training sessions during this contract period.

Issues Certificates of Origin for area manufacturers shipping product to foreign countries.

54 Retention Calls conducted during contract year to local manufacturers, including 9 in Grand Haven Charter Township. At these meetings, area manufacturers are made aware of different tools and resources available at the state or local level to help them grow.

With the Personal Property Tax being phased out we saw significantly fewer applications for P.A. 198 tax abatements in 2016. While local units of government can still issue tax abatements for real property expansions, the bulk of the P.A. 198 applications over the years have been for personal property. There was one IFT application in Spring Lake Township for \$7 million from Shipston Aluminum Technologies, and a \$300,000 application from Biosolutions for their renovation of a recently purchased building in the City of Grand Haven.

Business Start Up Assistance:

SCORE (Senior Corp of Retired Executives) hold weekly office hours to counsel start entrepreneurs that are pursuing a new business idea. Score held 25 free business counselling sessions at the Chamber offices during the year.

SBDC (Small Business Development Center) – meets with existing businesses to assist in developing new markets and growing their businesses. SBDC held 258 free business counselling sessions with individuals and businesses from Northwest Ottawa County.

E-MERGE – a Regional Collaboration providing tools through networking meetings and web based resources for entrepreneurs. The Chamber has been a member organization since E-merge's inception. This organization merged with Start Garden out of Grand Rapids which has become a regional organization providing support to entrepreneurs including 5 X 5 Nights where five entrepreneurs get a chance to make a presentation of their business idea to five investors with five Powerpoint slides and one is chosen to receive \$5,000.

Financial Packaging/Loan Assistance:

No loans funded during the last fiscal year as loan activity has been very low. Possible reasons for this include the fact that banks are aggressively making conventional loans, or if using an SBA enhancement, they chose to use the 7a program. Chamber staff is currently working on three loans to three Michigan Businesses. When and if these

loans fund, they will generate \$2.7 million dollars of new investment regionally in 2016-2017.

Talent Development:

Chamber Staff coordinates and develops custom training for area manufacturers based on their identified training needs.

Chamber staff worked with Sixteen area manufacturers in submitting grant applications for the new Skilled Trades Training Fund (STTF). 9 area companies applied and 5 were awarded grants totaling \$350,000.

Leadership Connect – 9-month Leadership Program that has graduated over 280 individuals that are making a difference in many nonprofit organizations and engaging in community involvement.

Boomerang – a program designed to provide all 12th graders from Grand Haven High School, Central and Spring Lake High Schools the ability to explore local career opportunities. The intent of the program is to show them that there are many broad and diverse career opportunities available in Northwest Ottawa County. There are typically between 30-35 businesses that showcase their career opportunities to students at this event.

Unite4Insight- a program partnering educators with local businesses to bring workplace relevancy into the classroom. This program started in 2011 as a pilot program and this year we continued to run it county-wide with 18 educators participate working in businesses during the summer to bring relevancy to the classrooms.

Employment, Wage and Benefits Surveys – an annual service provided by staff of the Chamber

Special Projects:

GVSU Summer Visitor Counting Project – The Chamber helped fund and provided staff support to assist GVSU in a project to count visitors to downtown Grand Haven during the summer to get a better idea of how many come to Grand Haven during peak season in downtown Grand Haven.

Summer Interns Connections program is a series of events where interns can learn about Northwest Ottawa County, connect with other interns and meet area employers. Interns gain knowledge of how to build relationships, navigate our community, learn the rich history of our area, give back via a service project and networking event. There were 52 attendees.

Regional Discussions – The Chamber is a facilitator in bringing governmental units together to discuss regional support of recreation, arts and culture.

Harbor Users Group – Chamber works with local industry, Corp of Engineers and local legislators to ensure our Harbor is considered for funds to dredge both the inner and outer harbor

George Erickcek - In February, the Chamber brought George Erickcek from the Upjohn Institute back to give us his 2016 economic forecast, as well as grade how he did in his 2015 forecast. This will be the last year that we bring in George, as he has retired to North Carolina. Upjohn Institute may hire a replacement who may be available to continue the regional economic forecasts.

West Michigan Economic Development Collaborative – The Chamber is working collaboratively with the other economic developers in the 13 counties that make up Region 4 to promote West Michigan and to speak with one voice with state departments regarding economic development issues. This past year the collaborative held capacity building workshops in the areas of the region that do not currently have a robust retention call program.

David Miller serves as Chair of the Ottawa County Brownfield Redevelopment Authority. The County BRA received \$400,000 in U.S. EPA grant funds to provide for environmental assessments on sites that will lead to new tax Base and new employment. During this contract period, the County BRA has invested almost all of the \$400,000 impacting 26 projects in the county.

Joy Gaasch, Chamber President serves as Chair of the City of Grand Haven Economic Development Corporation, and Brownfield Redevelopment Authority. David Miller serves as an extension of staff to the EDC and BRA.

Chamber staff prepare an annual survey of manufacturers that hold Industrial Facilities Exemption Certificates and summarize the findings for City Council to better understand the financial impact of tax abatements to local industry.

Programs & Events:

Agri-Business – The Chamber continues to manage both the Grand Haven and the Spring Lake Farmers Markets. This year we continued the SNAP program (Bridge Card) at both markets. The dollar value of that through September was \$4,077. This

provides access to fresh vegetables and fruits to those receiving assistance.

We also continued the Double Up Food Bucks, matching up to \$20 of Bridge card through a grant program. The value of that was \$2,672 through September. Total dollar value of these two programs was \$6,749. We also partnered with several local organizations including NOCHS, YMCA and Ottawa County on educational programs at the Farmers Markets this year.

Prescription for Health is a program that connects participants to their local farmers via their medical clinic. They're essentially "prescribed" fruits and vegetables from their physician and then receive \$10 at each

Farmers Market visit for 10 visits. 2016 was the first year of this program and we had 50 participants.

Power of Produce – 100 children participated in the program. They received a Passport to Health and tokens every time they came to the Farmers Market this year that they could use to buy produce.

Buy Local Program – in 2015/16, over \$191,000 was spent locally through the use of Dune Dollars, the Chambers gift certificate program.

2016 Lubbers Cup Regatta on Spring Lake brought 762 student athletes from 15 schools, as well as an estimated 2,000

spectators to the area. Financial Impact from this event has been estimated at \$200,500.

2016 Art Festival – No economic benefit analysis has been run on this event, but estimates for attendees is around 15,000.



Staff's Community Engagement

- Backpack Blessings
- Discover Manufacturing
- E-merge West Michigan/Start Garden
- Grand Haven Brownfield Redevelopment Authority
- Grand Haven Economic Development Corporation
- Grand Haven Lighthouse Conservancy
- Grand Haven Catwalk Committee
- Grand Haven Main Street Downtown Development Authority
 - Recruitment and Retention Committee
 - Promotions Committee
- Grand Valley State University
 - Hospitality and Tourism Management
 - Internship Program
- Leadership West Michigan
 - Executive Committee
 - Business Tour Sub Committee
- Michigan Association of Chamber Professionals
 - Board of Directors
 - Membership Directors Committee
 - Leadership Directors Forum
- Michigan Economic Developers Association
 - Advocacy Committee
- Ottawa Area Intermediate School District Future Prep
- Ottawa County Brownfield Redevelopment Authority
- Ottawa County Economic Development corporation
- Ottawa County Food Council
- Tri-Cities College Access Network
- United Way Day of Caring
- Waterfront Stadium Visioning Committee
- West Michigan Chamber Coalition
- West Michigan Regional Economic Development Collaboration



Manager's Memo

DATE: November 22, 2016

TO: Township Board

FROM: Bill

RE: 2017 Pathway Bonds – Bond Counsel Services Agreement

As you are aware, voters approved a 0.45 mills property tax rate for twenty (20) years that will be used to construct an additional 10 miles of pathway between 2017 and 2019 and complete related maintenance.

Further, because pathways cannot be bonded through Ottawa County, the Township will have to directly sell bonds for the pathway project based upon the Township's Unlimited Tax Long-term Bond rating – which fortunately is a '**AA/Stable**'. Cargo is recommending that the Township, again, utilize Bond Attorney James White with the legal firm of Mika Meyers. For more information on Attorney White, you can use the following link: <https://www.mikameyers.com/legal-team/attorneys/james-white> .

Attached, please find a legal services proposal from Bond Attorney James White to act as bond counsel to the Township for a single bond sale in the expected amount of \$4.5 million. The cost of this service is **\$22,500** plus **\$500** for out-of-pocket expenses.

It is specifically noted that Trustee Redick has a pecuniary interest in this contract, and has made specific disclosures to both Supervisor Reenders and Superintendent Cargo, as provided by MCL 15.323(3). Those disclosures are as follows:

- Trustee Redick is an equity member in the law firm of Mika Meyers.
- As a member who shares in all proceeds of the firm, Redick have a pecuniary interest in the bond counsel contract that is greater than \$250 and less than \$5,000.

As a result of the aforementioned, Trustee Redick requests that the Board allow him to abstain on both the discussion and the contract vote.

Board permission to abstain from this vote is required because, under the Charter Township Act, a Board member is required to vote on all matters, unless excused by vote of the other Board members.

Therefore, the following two motions should be offered:

Move to abstain Trustee Redick from the discussion and vote to hire Mika Meyers as bond counsel because of a pecuniary interest that Redick has in this contract.

and,

Move to authorize Superintendent Cargo to execute a legal services agreement with Mika Meyers for bond counsel services not to exceed \$23,000 related to the proposed 4.5 million bond sale for a proposed 10-mile pathway extension.

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

November 21, 2016

Mr. William Cargo
Superintendent
Charter Township of Grand Haven
13300 168th Ave
Grand Haven, MI 49417

Re: Proposed Issuance of Capital Improvement Bonds

Dear Bill:

We are writing to provide a fee estimate for our services as bond counsel to the Township for the proposed \$4,500,000 capital improvement bonds to fund the extension of the Township Bicycle Path System.

Services as Bond Counsel

Services we typically provide when serving as bond counsel to our clients include the following:

1. Preparation and filing of municipal finance qualifying statements or prior approval applications to obtain State authorization to issue bonds in accordance with the Revised Municipal Finance Act.
2. Legal advice on alternative statutory or charter procedures for incurring debt and issuing bonds to finance different types of projects.
3. Preparation of all proceedings required by the enabling statute or charter for authorizing and issuing the municipal bonds, including resolutions, ordinances, public hearing notices, referendum notices, ballot proposals and so on.
4. Counseling with the municipality with regard to appropriate sequencing and timing considerations for authorizing and issuing the municipal bonds, particularly in the context of the design, permitting and construction of the desired public improvements.
5. Coordinating as appropriate with the municipality's registered municipal advisor with regard to related financial and timing considerations, the structure and sale of the bond issue and legal issues related to the security and repayment of the bond issue.

6. Prepare the necessary continuing disclosure undertaking required by the federal securities laws.
7. Review of pertinent provisions of the official statement or other applicable disclosure document, consistent with the requirements of the federal securities laws.
8. Attend the bond sale.
9. Preparation of the bonds, legal opinion, and supporting certificates for closing.
10. Obtaining the required CUSIP registration numbers.
11. Coordination of the closing and delivery of bonds.
12. Delivery of approving opinion of bond counsel at closing.
13. Making the necessary post-closing filings with the State.
14. Preparation and filing of IRS Form 8038.
15. Preparation of a transcript of the proceedings.

My partner, Mark Nettleton, will be primarily responsible for providing these important services for the Township.

Fees of Bond Counsel and Issuance Expenses

Assuming that the bonds are issued in a single series, we estimate that our fees for services as bond counsel will be \$22,500.

If the bonds are sold in two or more series, we reserve the right to amend our fee estimate to reflect the additional work required by multiple series of bonds.

The above fee estimate includes services previously performed by us to assist the Township with the bicycle path millage proposition.

In addition to legal fees, we typically bill our municipal clients for out-of-pocket expenses incurred in the course of handling a bond issue including overnight delivery service, computer research, travel expense and the like. We estimate that our out-of-pocket expenses will not exceed \$500 for the bond issue.

We reserve the right to amend our estimate of fees and expenses for services as bond counsel should unexpected circumstances arise or should it be necessary for us to travel out of

Mr. William Cargo
November 21, 2016
Page 3

state on behalf of the Township to meet with representatives of rating agencies, for example, with regard to the proposed bond issue(s).

In addition to fees and disbursements for services as bond counsel, there are other expenses which the Township should expect to incur with regard to financing the project, including the cost of mailing and publishing notices, filing fees required by the Michigan Department of Treasury and the Municipal Advisory Council of Michigan, CUSIP registration fee, the cost and expense of a registered municipal advisor, rating fees and the cost of an official statement.

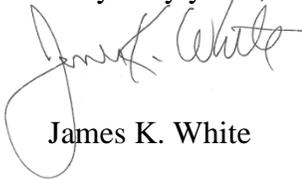
Services provided by this firm as bond counsel, as well as the expenses and out-of-pocket costs described above should be viewed as a cost of the project, included in the project budget and paid for from proceeds of the bonds. In this way, these fees and expenses can be amortized over the life of the bond issue and will not be a charge to the Township's general fund.

Additional Services as Legal Counsel

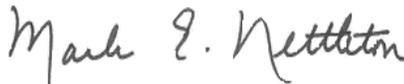
On capital improvement projects of the size and scope contemplated by the Township, there are, in addition to the above, a number of other legal issues and considerations. While we expect that the Township will look to its general legal counsel for these services, we can, if desired, provide a wide-range of legal services to the Township on these additional matters including, without limitation, drafting, negotiation and review of engineering and construction contracts and bid documents, negotiation and preparation of appropriate intermunicipal agreements if the capital improvements being financed affect or serve more than one municipality, land, easement and right-of-way acquisition, including condemnation, and litigation. The fee estimates provided above for our services as bond counsel do not include an allowance for these additional services

If you have questions on the matters discussed in this letter, I encourage you to contact me.

Very truly yours,



James K. White



Mark E. Nettleton

sgc
By E-Mail and First Class Mail



Manager's Memo

DATE: November 22, 2016

TO: Township Board

FROM: Bill

RE: 2017 Pathway Bonds – Financial Advisor Agreement

In the wake of the 2008 financial crisis, Congress enacted the “*Dodd–Frank Wall Street Reform and Consumer Protection Act*”, which among other things requires that municipalities hire a registered financial advisor to provide guidance on the terms and features of any bond.

Based upon the recommendation of both Ottawa County and Attorney White, Cargo is recommending that the Township utilize The PFM Group as the Township’s registered financial advisor with regard to the proposed \$4.5 million bond sale.

The following link provides some information on the firm: <https://www.pfm.com/financial-advisory/advisory-services/>.

Attached, please find a service proposal from The PFM Group to act as financial advisors to the Township with regard to the proposed bond sale. The cost of this service is **\$13,925**.

If the Board is comfortable with The PFM Group, the following motion can be offered:

Move to authorize Superintendent Cargo to execute a financial services agreement with The PFM Group for financial advisory services not to exceed \$13,925 related to the proposed 4.5 million bond sale for a proposed 10-mile pathway extension.

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



November 16, 2016

Mr. William D. Cargo, Superintendent/Manager
Grand Haven Charter Township
13300 168th Ave
Grand Haven, MI 49417-9440

RE: Grand Haven Charter Township, Proposed Capital Improvement Bonds for Bike Paths

Dear Mr. Cargo:

The following is PFM Financial Advisors LLC (“PFMFA”) Proposal for Financial Advisory Services in connection with the Township’s Capital Improvement Bonds for Bike Paths.

A general summary of the services PFMFA will provide in the *financial advisory capacity* for each series of bonds is as follows and any material changes in or additions to the scope of services described below shall be promptly reflected in writing:

Develop and Monitor Financing Schedule

- Coordinates a plan for timely completion of the financing

Analyze Debt Structure Alternatives

- Design a structure which seeks to maximize market interest and future financing flexibility while being consistent with debt needs and policies

Review Existing Debt Structure

- Document current debt structure
- Identify strengths and weaknesses of structure in order to structure future debt issues that seek to maximize the ability to finance future capital needs
- Identify funding opportunities

Assistance completing Department of Treasury Applications

- Prepare necessary financial schedules required for filing with the Department of Treasury
- Prepare necessary applications required by the Department of Treasury

Advise on the sale method (Negotiated Sale, Competitive Sale or Private Placement)

- Tailor debt issue to efficiently market debt, and that seeks to maximize investor interest or minimize interest cost to the Township

Assist the Township with the Selection of Working Group Members, if requested

- Coordinate the selection of a team that can effectively bring an issue to market, if requested

Develop Terms of the Financing

- Assist in helping to ensure credit quality and present terms which are attractive to investors to create broad-based interest in the debt
- Assist in helping to maximize Township's future flexibility

Review and Assist in Preparing Marketing Information

- PFMFA will review marketing materials to assist with accuracy and completeness.
- PFMFA will assist in preparing a comprehensive Official Statement or Marketing Information package, as applicable

Develop Financing Documents

- Assist the Township by reviewing all contractual and business terms from the Township's perspective

Develop Marketing Plan

- With an objective to maximize underwriter and investor interest in the securities

Develop Rating Presentation and/or Assist with Rating Calls or Meetings

- To seek to obtain highest possible credit rating for debt issue
- Formulate and implement long-term credit rating strategy

Assist with Obtaining Credit Enhancements, if Necessary

- PFMFA will work with the Township and other working group members to determine if credit enhancement is beneficial to the Township and if so, will coordinate obtaining pricing on credit enhancements and advise the Township as to the cost benefit of the purchase of the credit enhancement.

Timing Entry into the Market

- Schedule bond sale around other pertinent/comparable financings as well as the release of various economic indicators

Assist With Pricing of Bonds

- Assist Township in obtaining the lowest interest rate for given market
- Provide written documentation of acceptability of pricing

Prepare Post-Sale Information

- Prepare a results of bidding or sale summary
- Prepare final payment schedules and applications
- Assist with the preparation of closing information including closing statements, schedules and information

Closing Activities

- Handle all activities necessary to assist in ensuring a smooth closing of the bonds



Fees for Services

A base fee of \$7,900
plus \$1.25 for each \$1,000 of bond proceeds up to \$8,000,000
plus \$1.10 for each \$1,000 of bond proceeds in excess of \$8,000,000 up to \$15,000,000
plus \$0.95 for each \$1,000 of bond proceeds in excess of \$15,000,000 up to \$25,000,000
plus \$0.85 for each \$1,000 of bond proceeds in excess of \$25,000,000

Any travel and out-of-pocket expenses for attendance at meetings at the request of the Township will be billed in addition to the above fee. The Municipal Advisory Council assessment of \$400 per bond issue would also be in addition to this fee. If the Township does not proceed with the financing, no fee would be due to PFMFA, except for travel expenses incurred at the Township's request.

If this Proposal is accepted it may be extended to other issuances by mutual agreement between the Township and PFM Financial Advisors LLC.

Registered Municipal Advisor

Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act") makes it unlawful for municipal advisors to provide advice regarding municipal financial products or the issuance of municipal securities without being registered with the Municipal Securities Rulemaking Board ("MSRB").

Conflict of Interest

Attached please find a copy the **DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER INFORMATION** we have prepared for the Township.

Termination of Services:

If this Proposal is accepted our services may be terminated by either party with 30 days' notice. If the termination occurs mid-transaction, the Township would pay PFMFA a mutually agreeable amount for services rendered on the transaction up to the point of termination.

Should you have any questions or require additional information, please call. Again, thank you for the opportunity to represent you on your financings.

Respectfully submitted,

Paul R. Stauder
Managing Director



Manager's Memo

DATE: November 22, 2016
TO: Township Board
FROM: Bill
RE: Engineering Agreement – Pathway Project 2017 Construction Phase

As you may recall, the Township informed residents that construction on the proposed pathway extension would be completed in three phases – beginning in 2017 with the construction of pathways along Sleeper Street and Buchanan Street at an estimated cost of **\$642,930**. (*Please see the attached engineering proposal.*)

The proposed construction schedule for this initial phase is as follows:

Proposed Project Schedule

<u>Task</u>	<u>Completed By</u>
Engineering Agreement Approval	November 28 th , 2016
Topographic Survey (weather permitting)	December 2016 – January 2017
Base Construction Plans	February 2017– March 2017
Property Owner/Easements Review and Acquisition	March 2017– May 2017
Final Design/Permitting for Project	March 2017 - June 2017
Bid Project	June 2017
Township Board Approval of Bids	July 2017
Construction	August 2017 – October 2017

The most time consuming portion of the project will be working with adjacent property owners to secure any pathway and/or construction easements necessary of this initial phase of the pathway extension.

Although the project could be divided into two separate projects – with the Sleeper Street portion being bid early due to the fact that no easements will be needed (*i.e., the project will be fully contained on Township property and available street right-of-way*), the agreement anticipates a single bid letting in June.

The Pros with this approach include lower engineering fees and a larger single project that might allow for some economy of scale for the construction firms. The Cons with this approach is that the project will be bid later in the construction season, which could increase construction costs.

If the Board wants to have two separate bids dates for this initial phase of construction, the additional engineering costs would be about \$6,500. The Sleepers Street portion could be bid in March while the Buchanan Street project would still be bid in June. The earlier bid date – especially if the completion date was flexible – might reduce the overall construction cost.

To proceed with the project with a single June bid, the following motion can be offered:

Move to authorize Superintendent Cargo to execute an engineering services agreement with Prein & Newhof for engineering services not to exceed \$109,390 related to the extension of pathways along Sleeper Street and Buchanan Street during the 2017 construction season.

To proceed with the project with two separate bid dates, the following motion can be offered:

Move to authorize Superintendent Cargo to execute an engineering services agreement with Prein & Newhof for engineering services not to exceed \$115,890 related to the extension of pathways along Sleeper Street and Buchanan Street during the 2017 construction season using two separate bid packages.

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

November 21, 2016
2160615

Mr. William D, Cargo, Superintendent
Grand Haven Charter Township
13300 168th Ave
Grand Haven, MI 49417

RE: Grand Haven Charter Township
Non-Motorized Pathway Estimate
Buchanan St. - Lakeshore Dr. to 168th Ave. and Sleeper St., 168th Ave. to Hofma Park

Dear Mr. Cargo:

Thank you for giving us the opportunity to provide you with an estimate of professional service fees to complete the design and provide construction engineering services for the subject project.

Design Engineering

It is our understanding that the Buchanan St. and Sleeper St. pathway project will be funded with Township funds and not any federal or state grants. We are proposing a combination of topographical survey and aerial mapping for the project. We will use this information to create the base drawings for the design. Additional tasks include:

1. Complete non-motorized pathway design and drafting.
2. Provide assistance with any necessary utility relocations.
3. Preparation of contract documents including drawings, specifications and contractor's proposal form.
4. Attend one (1) meeting with Township officials to review design
5. Preparation of regulatory agency permit applications (OCRC, OCWRC Drain Use and SESC)
6. Provide bidding assistance.

Regulatory agency permit fees are not included (per your typical practice, we assumed that the Township will pay permit fees at the time of application). Fees are based on both projects being bid and constructed as a single project.

We plan to meet with the property owners along the proposed route to discuss impacts and the best fit past their properties and design the path to minimize inconvenience but still create a desirable pathway; these initial meetings are included in our scope of services. If several meetings are required with property owners, we will notify the Township; these additional meetings will be considered outside the scope of services and may be charged on a time and material basis.

Please note that easements will most likely be required for this project to save trees, avoid other natural features, and to address grading/utility issues. Final determination of necessary easements will be done as part of the design process. The estimate provided does not include the cost to meet with residents regarding the proposed easements, or the cost to prepare and acquire the easements. Given the nature of obtaining easements, it is difficult to estimate the cost to meet with each property owner and negotiate for the easement. We propose to meet with the property owners to negotiate for the necessary easements on a time and material basis. The Township will also be responsible to have their attorney prepare all easement documentation and record the documents after execution of the documents.

Construction Engineering

1. Attend preconstruction meeting and provide meeting minutes.
2. Complete construction staking. We estimate a maximum of 4 days to complete the staking on this project. If additional staking is required by the Contractor, we will consult with the Township prior to providing such services and this will be considered additional work billed on a time and material basis. Per the contract documents, the Township can invoice this additional work to the contractor.
3. Provide construction observation/project administration.
4. Complete material testing/density.
5. Prepare Contractor pay applications (4 applications are anticipated) and final close out documentation.
6. Prepare and distribute record drawings.
7. Replace property irons disturbed due to construction.

We are basing the construction fees on an 8 week construction period for Buchanan Street and a 6 week construction period for Sleeper Street. We based our fees on part time construction observation with an average of 25 hours/week for Buchanan Street and an average of 15 hours/week for Sleeper Street.

We propose to provide engineering services on a time and material basis with a not to exceed fee as follows: for the following fees:

Design Engineering:	\$ 59,330.00
Construction Engineering	\$ 50,060.00
Total Engineering Fees:	\$ 109,390.00

Services provided under this agreement will be performed under the provisions of the attached Terms and Conditions.

Mr. William D. Cargo
November 21, 2016
Page 3

If you have any questions or comments regarding this projects or estimate, please do not hesitate to call us at your convenience.

Sincerely,

Prein&Newhof

A handwritten signature in blue ink, appearing to read "Kevin Kieft".

Kevin S. Kieft, P.E.

KSK/ksk

Grand Haven Charter Township - Buchanan Street Non-Motorized Pathway (Lakeshore Drive to 168th Avenue)

Estimated Professional Fees

11/21/2016

Total Cost

Design Engineering	
Project Administration	\$ 1,440.00
Kickoff Meeting	\$ 687.00
Route Review Meeting	\$ 687.00
Topographic survey and preliminary survey drawings	\$ 10,236.00
Aerial Mapping	\$ 4,383.50
Retaining Wall Design and Layout	\$ 2,231.00
Utility Coordination - Relocation Assistance	\$ 864.00
Design	\$ 7,456.00
Drafting	\$ 9,600.00
Quantities/Estimate	\$ 596.00
Project Specifications	\$ 1,104.00
Plan Review Meeting with Client	\$ 433.00
OCRC Right of Way Review; permit	\$ 1,207.00
OCDC SESC	\$ 476.00
OCDC Drain Use Permit	\$ 89.00
MDEQ Permit	\$ 1,664.00
Final Design Revisions per Regularory Agencies	\$ 1,076.00
Bidding Assistance	\$ 1,127.00
QAQC	\$ 1,016.00
Subtotal Design	\$ 46,372.50
Construction Engineering	
Preconstruction Meeting	\$ 908.00
Construction Staking	\$ 5,468.00
Construction Observation (25hrs/8weeks)	\$ 18,760.00
Project Management (8 weeks)	\$ 4,988.00
Retaining Wall - Shop Drawings - Layout review	\$ 756.00
Punch List/Project Close Out	\$ 908.00
Record Plans	\$ 1,596.00
Subtotal Construction	\$ 33,384.00
Total Estimated Engineering Fees	\$ 79,756.50

Grand Haven Charter Township - Sleeper Non-Motorized Pathway (168th Avenue to Hofma Park)

Estimated Professional Fees

11/21/2016

Total Cost

Design Engineering	
Kickoff Meeting - Route Determination	\$ 135.00
Topographic survey and preliminary survey drawings	\$ 2,601.00
Aerial Mapping	\$ 2,563.00
Design	\$ 1,904.00
Drafting	\$ 4,800.00
Quantities/Estimate	\$ 178.00
Plan Review Meeting with Client	\$ 120.00
OCRC Right of Way Review	\$ 89.00
OCDC SESC	\$ 89.00
Final Design Revisions per Regulatory Agencies	\$ 209.00
Bidding Assistance	\$ 120.00
QAQC	\$ 148.00
Subtotal Design	\$ 12,956.00
Construction Engineering	
Preconstruction Meeting	\$ 209.00
Construction Staking	\$ 3,956.00
Construction Observation (15hrs/6 weeks)	\$ 8,250.00
Project Management (6 weeks)	\$ 3,788.00
Punch List/Project Close Out	\$ 236.00
Record Plans	\$ 236.00
Subtotal Construction	\$ 16,675.00
Total Estimated Engineering Fees	\$ 29,631.00

*Fees based on project being designed and constructed along with Buchanan Street non-motorized pathway

Professional Services Agreement

This Professional Services Agreement is made this 29th day of November, 2016 (“Agreement”) by and between Prein & Newhof, Inc. (“P&N”), of 4910 Stariha Drive, Muskegon, MI 49441, and Grand Haven Charter Township (“Client”), of

WHEREAS Client intends to:

Construct a Non-Motorized pathway on Sleeper Street from 168th Ave. to Hofma Park and Buchanan Street from Lakeshore Drive to 168th Ave.

NOW THEREFORE, for and in consideration of the terms and conditions contained herein, the parties agree as follows:

ARTICLE 1 – DESIGNATED REPRESENTATIVES

Client and P&N each designate the following individuals as their representatives with respect to the Project.

For Client

For P&N

Name: William D. Cargo
Title: Superintendent
Phone Number: 616-842-5988
Facsimile Number: 616-842-9419
E-Mail Address: bcargo@ght.org

Name: Kevin S. Kieft, P.E.
Title: Project Manager
Phone Number: 231-798-0101
Facsimile Number: 231-798-0337
E-Mail Address: KKieft@preinnewhof.com

ARTICLE 2 – GENERAL CONDITIONS

This Agreement consists of this Professional Services Agreement and the following documents which by this reference are incorporated into and made a part of this Agreement.

- P&N Standard Terms and Conditions for Professional Services
- P&N Proposal dated November 21, 2016
- P&N Standard Rate Schedule
- P&N Supplemental Terms and Conditions
- Other:

ARTICLE 3 – ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT:

Client hereby requests, and P&N hereby agrees to provide, the following services:

- P&N Scope of Services per Proposal dated November 21, 2016

Scope of Services defined as follows:

Design and Construction Engineering Services per Professional Fees Worksheet Dated
November 21, 2016

ARTICLE 4 – COMPENSATION:

- Lump Sum for Services Described in Article 3 above - \$.
Additional services to be billed per P&N's Standard Rate Schedule in effect on the date the additional service are performed.
- Hourly Billing Rates plus Reimbursable Expenses per P&N's Standard Rate Schedule in effect on the date services are performed.
- Other: Hourly Billing Rates plus Expenses per P&N's Standard Rate Schedule in effect on the date services are performed with a cost not to exceed \$109,390.00.

ARTICLE 5 – ADDITIONAL TERMS (If any)

NONE

This Agreement constitutes the entire Agreement between P&N and Client and supersedes all prior written or oral understandings. This Agreement may not be altered, modified or amended, except in writing properly executed by authorized representatives of P&N and Client.

Accepted for:

Accepted for:

Prein&Newhof, Inc.

Client

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Standard Terms & Conditions

- A. General** - As used in this Prein&Newhof Standard Terms and Conditions for Professional Services (hereinafter “Terms and Conditions”), unless the context otherwise indicates: the term “Agreement” means the Professional Services Agreement inclusive of all documents incorporated by reference including but not limited to this P&N Standard Terms and Conditions for Professional Services; the term “Engineer” refers to Prein & Newhof, Inc.; and the term “Client” refers to the other party to the Professional Services Agreement.

These Terms and Conditions shall be governed in all respects by the laws of the United States of America and by the laws of the State of Michigan.

- B. Standard of Care** - The standard of care for all professional and related services performed or furnished by Engineer under the Agreement will be the care and skill ordinarily used by members of Engineer’s profession of ordinary learning, judgment or skill practicing under the same or similar circumstances in the same or similar community, at the time the services are provided.
- C. Disclaimer of Warranties** - Engineer makes no warranties, expressed or implied, under the Agreement or otherwise.
- D. Construction/Field Observation** - If Client elects to have Engineer provide construction/field observation, client understands that construction/field observation is conducted to reduce, not eliminate the risk of problems arising during construction, and that provision of the service does not create a warranty or guarantee of any type. In all cases, the contractors, subcontractors, and/or any other persons performing any of the construction work, shall retain responsibility for the quality and completeness of the construction work and for adhering to the plans, specifications and other contract documents.
- E. Construction Means and Methods** - Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions and programs in connection with the construction work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the construction work, or for the failure of any of them to carry out the construction work in accordance with the plans, specifications or other contract documents.
- F. Opinions of Probable Costs** – Client acknowledges that Engineer has no control over market or contracting conditions and that Engineer’s opinions of costs are based on experience, judgment, and information available at a specific period of time. Client agrees that Engineer makes no guarantees or warranties, express or implied, that costs will not vary from such opinions.
- G. Client Responsibilities**
1. Client shall provide all criteria, Client Standards, and full information as to the requirements necessary for Engineer to provide the professional services. Client shall designate in writing a person with authority to act on Client’s behalf on all matters related to the Engineer’s services. Client shall assume all responsibility for interpretation of contract documents and construction observation/field observation during times when Engineer has not been contracted to provide such services and shall waive any and all claims against Engineer that may be connected thereto.
 2. In the event the project site is not owned by the Client, the Client must obtain all necessary permission for Engineer to enter and conduct investigations on the project site. It is assumed that the Client possesses all necessary permits and licenses required for conducting the scope of services. Access negotiations may be performed at additional costs. Engineer will take reasonable precaution to minimize damage to land and structures with field equipment. Client assumes responsibility for all costs associated with protection and restoration of project site to conditions existing prior to Engineer’s performance of services.
- H. Hazardous or Contaminated Materials/Conditions**
1. Client will advise Engineer, in writing and prior to the commencement of its services, of all known or suspected Hazardous or Contaminated Materials/Conditions present at the site.
 2. Engineer and Client agree that the discovery of unknown or unconfirmed Hazardous or Contaminated Materials/Conditions constitutes a changed condition that may require Engineer to renegotiate the scope of or terminate its services. Engineer and Client also agree that the discovery of said Materials/Conditions may make it necessary for Engineer to take immediate measures to protect health, safety, and welfare of those performing Engineer’s services. Client agrees to compensate Engineer for any costs incident to the discovery of said Materials/Conditions.
 3. Client acknowledges that Engineer cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Engineer’s surface or subsurface exploration may later, due to natural phenomena or human intervention, become contaminated. The Client waives any claim against

Engineer, and agrees to defend, indemnify and hold Engineer harmless from any claims or liability for injury or loss in the event that Engineer does not detect the presence of contaminants through techniques commonly employed.

4. The Client recognizes that although Engineer is required by the nature of the services to have an understanding of the laws pertaining to environmental issues, Engineer cannot offer legal advice to the Client. Engineer urges that the Client seek legal assistance from a qualified attorney when such assistance is required. Furthermore, the Client is cautioned to not construe or assume that any representations made by Engineer in written or conversational settings constitute a legal representation of environmental law or practice.
5. Unless otherwise agreed to in writing, the scope of services does not include the analysis, characterization or disposal of wastes generated during investigation procedures. Should such wastes be generated during this investigation, the Client will contract directly with a qualified waste hauler and disposal facility.

I. Underground Utilities – To the extent that the Engineer, in performing its services, may impact underground utilities, Engineer shall make a reasonable effort to contact the owners of identified underground utilities that may be affected by the services for which Engineer has been contracted, including contacting the appropriate underground utility locating entities and reviewing utility drawings provided by others. Engineer will take reasonable precautions to avoid damage or injury to **underground** utilities and other underground structures. Client agrees to hold Engineer harmless for any damages to below ground utilities and structures not brought to Engineers attention and/or accurately shown or described on documents provided to Engineer.

J. Insurance

1. Engineer will maintain insurance for professional liability, general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Engineer. Client will maintain insurance for general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Client. Upon request, Client and Engineer shall each deliver certificates of insurance to the other evidencing their coverages.
2. Client shall require Contractors to purchase and maintain commercial general liability insurance and other insurance as specified in project contract documents. Client shall cause Engineer, Engineer's consultants, employees, and agents to be listed as additional insureds with respect to any Client or Contractor insurances related to projects for which Engineer provides services. Client agrees and must have Contractors agree to have their insurers endorse these policies to reflect that, in the event of payment of any loss or damages, subrogation rights under these Terms and Conditions are hereby waived by the insurer with respect to claims against Engineer.

K. Limitation of Liability - The total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, whether jointly, severally or individually, to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever, arising out of, resulting from, or in any way related to the Project or the Agreement, including but not limited to the performance of services under the Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, expressed or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, consultants, or any of them, shall not exceed the amount of the compensation paid to Engineer under this Agreement, or the sum of fifty thousand dollars and no cents (\$50,000.00), whichever is less. Recoverable damages shall be limited to those that are direct damages. Engineer shall not be responsible for or held liable for special, indirect or consequential losses or damages, including but not limited to loss of use of equipment or facility, and loss of profits or revenue.

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

L. Documents and Data

1. All documents prepared or furnished by Engineer under the Agreement are Engineer's instruments of service, and are and shall remain the property of Engineer.
2. Hard copies of any documents provided by Engineer shall control over documents furnished in electronic format. Client recognizes that data provided in electronic format can be corrupted or modified by the Client or others, unintentionally or otherwise. Consequently, the use of any data, conclusions or information obtained or derived from electronic media provided by Engineer will be at the Client's sole risk and without any liability, risk or legal exposure to Engineer, its employees, officers or consultants.
3. Any extrapolations, conclusions or assumptions derived by the Client or others from the data provided to the Client, either in hard copy or electronic format, will be at the Client's sole risk and full legal responsibility.

- M. Differing Site Conditions** - Client recognizes that actual site conditions may vary from the assumed site conditions or test locations used by Engineer as the basis of its design. Consequently, Engineer does not guarantee or warrant that actual site conditions will not vary from those used as the basis of Engineer's design, interpretations and recommendations. Engineer is not responsible for any costs or delays attributable to differing site conditions. .
- N. Terms of Payment** - Unless alternate terms are included in the Agreement, Client will be invoiced on a monthly basis until the completion of the **Project**. All monthly invoices are payable within 30 days of the date of the invoice. Should full payment of any invoice not be received within 30 days, the amount due shall bear a service charge of 1.5 percent per month or 18 percent per year plus the cost of collection, including reasonable attorney's fees. If Client has any objections to any invoice submitted by Engineer, Client must so advise Engineer in writing within fourteen (14) days of receipt of the invoice. Unless otherwise agreed, Engineer shall invoice Client based on hourly billing rates and direct costs current at the time of service performance. Outside costs such as, but not limited to, equipment, meals, lodging, fees, and subconsultants shall be actual costs plus 10 percent. In addition to any other remedies Engineer may have, Engineer shall have the absolute right to cease performing any services in the event payment has not been made on a current basis.
- O. Termination** - Either party may terminate services, either in part or in whole, by providing 10 calendar days written notice thereof to the other party. In such an event, Client shall pay Engineer for all services performed prior to receipt of such notice of **termination**, including reimbursable expenses, and for any shut-down costs incurred. Shut-down costs may, at Engineer's discretion, include expenses incurred for completion of analysis and records necessary to document Engineer's files and to protect its professional reputation.
- P. Severability and Waiver of Provisions** - Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and P&N, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable **provision** that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.
- Q. Dispute Resolution** - If a dispute arises between the parties relating to the Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:
1. Prior to commencing a lawsuit, the parties must attempt mediation to resolve any dispute. The parties will jointly appoint a mutually acceptable person not affiliated with either of the parties to act as mediator. If the parties are unable to agree on the mediator within twenty (20) calendar days, they shall seek assistance in such regard from the Circuit Court of the State and County wherein the Project is located, who shall appoint a mediator. Each party shall be responsible for paying all costs and expenses incurred by it, but shall split equally the fees and expenses of the mediator. The mediation shall proceed in accordance with the procedures established by the mediator.
 2. The parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within thirty (30) calendar days, then, upon seven (7) calendar days' written notice to the other party, either party may pursue any other available remedy.
 3. In the event of any litigation arising from the Agreement, including without limitation any action to enforce or interpret any terms or conditions or performance of services under the Agreement, Engineer and Client agree that such action will be brought in the District or Circuit Court for the County of Kent, State of Michigan (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Western District of Michigan), and the parties hereby submit to the exclusive jurisdiction of said court.
- R. Force Majeure** - Engineer shall not be liable for any loss or damage due to failure or delay in rendering any services called for under the Agreement resulting from any cause beyond Engineer's reasonable control.
- S. Assignment** - Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.
- T. Modification** - The Agreement may not be modified except in writing signed by the party against whom a modification is sought to be enforced.
- U. Survival** - All express representations, indemnifications, or limitations of liability included in the Agreement shall survive its completion or termination for any reason.
- V. Third-Party Beneficiary** - Client and Engineer agree that it is not intended that any provision of this Agreement establishes a third party beneficiary giving or allowing any claim or right of action whatsoever by a third party.

MANAGER'S MEMO

DATE: November 21, 2016

TO: Township Board

FROM: Cargo

SUBJECT: Part-Time Fire Fighter Duties for Trustee Gignac

In Township's with populations of less than **40,000**, the “*Contracts of Public Servants with Public Entities Act*” and the “*Incompatible Public Offices Act*” allows the Township Board to authorize a board member to serve as a fire fighter – assuming that person does not negotiate on collective bargaining agreements with the Township.

Trustee Gignac is a part-time fire fighter and crew leader with the Township Fire/Rescue department. *(Although effective November 20, 2016, Gignac took a leave of absence from his position with the Fire/Rescue department while awaiting the Board to consider his request to continue to serve as a part-time fire fighter.)*

As you may be aware, Trustee Gignac has served the Township's Fire/Rescue department since 2001 – about 15 years. Gignac is certified as an Emergency Medical Technician, Fire Fighter I & II, Fire Officer I & II, and a Hazmat First Responder. In addition, Gignac has served as a crew leader with the department for the past eight years.

Because of the extensive training investment the Township made with Gignac; because of the practical experience and expertise that Gignac brings to the department; because Gignac is not involved in any collective bargaining for the department; and, because there is specific authorization under state law to allow Gignac to serve both as a Trustee and fire fighter, Chief Gerencer and Superintendent Cargo strongly support Trustee Gignac's request to continue to serve the Township as a part-time fire fighter.

If the Township Board concurs, the following motion could be offered:

Move to authorize Trustee Gignac to continue to serve as a part-time fire fighter within the Township Fire/Rescue department pursuant to the applicable job description and pursuant to the approved compensation package.

If you have any questions, please do not hesitate to contact me.



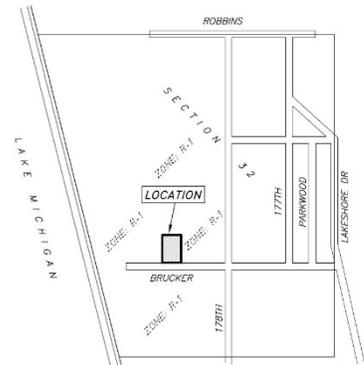
Community Development Memo

DATE: November 22, 2016
TO: Township Board
FROM: Stacey Fedewa, Community Development Director
RE: Site Condominium Application – Brucker Beach Woods – 7 Sites

BACKGROUND

On November 7th the Planning Commission held a public hearing on the proposed development and ultimately tabled the application citing 6 items that needed to be revised. All changes were made.

On November 21st the Planning Commission considered the revised plans and adopted a motion conditionally approving the development, but requested 5 additional revisions, which are discussed in more detail within this memo.



PROPOSED DEVELOPMENT

The proposed development consists of 7 single family dwellings that would meet the minimum design requirements of the R-1 Zoning District. The development would have public water, private septic system and drainfield, and a public road.

ZONED:
R-1 SINGLE FAMILY RESIDENTIAL DISTRICT
MIN WIDTH=100'
FRONT YARD SETBACK=50'
SIDE YARD SETBACK=15' TOTAL OF TWO=35'
REAR YARD SETBACK=50'
MINIMUM LOT AREA=15,000 S.F.
CORNER LOT SIDEYARD SETBACK = 25'

Preliminary approval has been received from:

- ✓ Ottawa County Environmental Health Department (*private septic & drainfields*)
- ✓ Ottawa County Road Commission (*public road*)
- ✓ Ottawa County Water Resources Commissioner (*stormwater disposition*)
- ✓ Department of Environmental Quality (*no permits required unless a future owner proposes a contour change within the Critical Dune Area*)

WHAT'S CHANGED?

The proposed development has experienced a variety of revisions based on Planning Commission recommendations, which are summarized below.

November 7th

The Planning Commission directed the developer to make 6 revisions, which were completed:

1. The former unincorporated parcel has been recombined into the development; now **all 7 lots encompass the entire 6.29 acre** parent parcel.
2. **7 dry bio-swales have been incorporated.** Additionally, the developer will require beach grass within the right-of-way.
3. A **25' natural buffer zone has been added** around the outside perimeter of the development.
4. A 5' wide **sidewalk** has been added around the entire road.
5. The Bylaws have been amended to require a minimum of 2 trees be protected within the front yard and both side yards. A minimum of **6 trees will be within these yards.**
6. The Bylaws now restrict short-term rentals and establish a **minimum stay of 6+ months.**

November 21st

The Planning Commission directed the developer to make additional revisions:

1. **Remove the sidewalk** because it will reduce the amount of impervious surface and is more cohesive with the neighborhood.
2. **Add a 4' chain link fence** along the rear lot lines of Lots 2 and 3 because the adjacent pond could be an "attractive nuisance."
3. **Relocate the drainfield and septic system** in, or near, the front yards of Lots 3 and 4.
4. Execute a sanitary sewer Special Assessment District agreement with the Township. In the event the utility is extended to that area in the future each property would be considered a "yes" vote in favor of the extension and special assessment on their property taxes.
5. The Township Attorney must review and approve final changes to the Master Deed and Bylaws including adding the Township as a third-party beneficiary.

As requested, the developer has revised the plans to meet all 5 items.

HOT TOPICS

The proposed development has raised a variety of “hot topics,” which will certainly be discussed by the neighborhood residents as well as the developer.

Water Quality

Many neighbors are concerned that 7 private septic systems will negatively affect the quality of their drinking water. However, this is not supported by the Ottawa County Environmental Health Department (OCEHD).

- OCEHD stated that subdivisions and site condominiums are regulated by the State and held to much higher standards than the county regulations. Existing, aging, systems are much more likely to cause contamination.

Stormwater

Concerns were raised that additional impervious surface will lead to more stormwater runoff, which will trespass on other properties and cause pollution by carrying contaminants.

- Stormwater disposition has been vastly improved by utilizing bio-swales (*shallow ditches where stormwater will infiltrate into the soil*), which are considered a Best Management Practice for Low Impact Development. The soils are extremely sandy in this location, so infiltration is the best method of disposition according to the OCWRC.
- The site plan shows existing contours. Final grading plans have not been developed (*which is common at this stage*). Many are concerned that final grading will improperly direct stormwater onto their properties. The OCWRC addressed this concern in an email dated 11/21/2016:
 - When the houses are constructed, the front half of the lots are graded to drain toward the street and the back half of the lots are graded to mimic existing drainage patterns

Fence

Pine Island Drive neighbors requested that a fence be installed to prevent trespassing on their property because the pond can be considered an “attractive nuisance.”

- The Planning Commission agreed and instructed the developer to install a 4’ chain link fence along the rear boundary lines of Lots 2 and 3. The theory behind this decision was:
 - The pond already exists and the developer is bringing the neighbors into the area, and believe it to be an “attractive nuisance” for children and pets.
- Staff, and the developer, disagree with this revision for the following reasons:

- A pool barrier must enclose the entire body of water to prevent intrusion, but the proposed fence will not accomplish this because it will merely establish a boundary line.
- The building code requires the property owner to install a barrier to prevent trespassing.
- Furthermore, a property owner holds personal responsibility to prevent children and pets from trespassing onto neighboring properties.
- The question is—is it appropriate for the Township to determine the pond as an “attractive nuisance” and require a barrier fence in anticipation of trespassing?
- Neighbors disagree with the Planning Commission’s recommendation of only fencing 2 lots because they believe it is insufficient and should run the entire 625 linear feet of the project boundaries.

Sidewalks

Initially, the Planning Commission directed that sidewalks be added on Nov 7th. However, on Nov 21st the developer requested the matter be reconsidered because it adds to impervious surface and is not cohesive with the character of the neighborhood.

- The Commission agreed to remove the sidewalk requirement for those two reasons.

Lot Size Comparison

The lot sizes range from 0.56 – 1.46 acres, with the average size being 0.76 acres (33,280 sqft). Keeping in mind the minimum lot size for the R-1 zoning district is 15,000 sqft.

Staff performed lot size comparison calculations to gain perspective. A 300 foot and 1,000 foot buffer was used (*subject property and vacant land were removed from the calculations*). The following calculations are for properties with existing dwellings:

	Proposed	300 feet	1,000 feet
Average Lot Size	0.76 acres	1.08 acres	0.78 acres
Smallest Lot Size	0.56 acres	0.31 acres	0.05 acres
Largest Lot Size	1.46 acres	2.09 acres	3.85 acres

In summary, the proposed parcels are 0.32 acres (29%) smaller than properties within 300 feet. However, when expanded to 1,000 feet the proposed parcels are only 0.02 acres (2%) smaller.

SAMPLE MOTIONS

If the Township Board agrees with the Planning Commission's recommendation, and supports the proposed Brucker Beach Woods Site Condominium application, the following motion can be offered:

Motion to conditionally approve the Brucker Beach Woods Site Condominium development. This is based on the application meeting the requirements and standards set forth by the Grand Haven Charter Township Zoning Ordinance and Master Plan. This action is based upon the findings and other information included in the Township Board report. Approval is subject to the following conditions:

1. If applicable, incorporate Master Deed restrictions from the Ottawa County Environmental Health Department, Ottawa County Water Resources Commissioner, and Ottawa County Road Commission.
2. Approval and compliance with all requirements of the OCRC, OCWRC, and OCEHD. Copies of approvals and permits must be submitted to staff and made part of the file. No building permits shall be issued until all permits have been obtained.
3. Enter into a Special Assessment Lighting District (SALD) Agreement with the Township. The Agreement and Resolution adopting the SALD shall be reviewed and approved by the Township Board.
4. Enter into a Special Assessment District Agreement with the Township for the possibility of a future sanitary sewer extension. The Agreement shall be reviewed and approved by the Township Board.
5. The Developer shall relocate the private septic system and drainfields for Lots 3 and 4. The location shall be approved by staff and the Ottawa County Environmental Health Department.
6. Township Attorney shall review and approve all language within the Master Deed and Bylaws including the Township being named as a third party beneficiary.

If the Township Board disagrees with the Planning Commission's recommendation, and does not support the Brucker Beach Woods Site Condominium application, the following motion can be offered:

Motion to deny the Brucker Beach Woods Site Condominium development, and direct staff to draft a formal motion and report with those discussion points which will be reflected in the meeting minutes. This will be reviewed and considered for adoption at the next meeting.

If the Township Board finds the applicant must make revisions to the Site Condominium application, the following motion can be offered:

Motion to table the Brucker Beach Woods Site Condominium application, and direct the applicant to make the following revisions:

1. *List the revisions.*

Please contact me prior to the meeting with questions or concerns.

REPORT (TO BE USED WITH A MOTION FOR APPROVAL)

1. The application meets the site plan review standards of Section 23.06 of the Zoning Ordinance. Specifically, the Township Board finds as follows:
 - A. The uses proposed will not adversely affect the public health, safety, or welfare. Uses and structures located on the site take into account topography, size of the property, the uses on adjoining property and the relationship and size of buildings to the site.
 - B. The site will be developed so as not to impede the normal and orderly development or improvement of surrounding property for uses permitted in this ordinance.
 - C. Safe, convenient, uncontested, and well defined vehicular and pedestrian circulation is provided for ingress/egress points and within the site. Drives, streets and other circulation routes are designed to promote safe and efficient traffic operations within the site and at ingress/egress points.
 - D. The arrangement of public or private vehicular and pedestrian connections to existing or planned streets in the area are planned to provide a safe and efficient circulation system for traffic within the township.
 - E. Removal or alterations of significant natural features are restricted to those areas which are reasonably necessary to develop the site in accordance with the requirements of this Ordinance. The Planning Commission has required that landscaping, buffers, and/or greenbelts be preserved and/or provided to ensure that proposed uses will be adequately buffered from one another and from surrounding public and private property.
 - F. Areas of natural drainage such as swales, wetlands, ponds, or swamps are protected and preserved insofar as practical in their natural state to provide areas for natural habitat, preserve drainage patterns and maintain the natural characteristics of the land.
 - G. The site plan provides reasonable visual and sound privacy for all dwelling units located therein and adjacent thereto. Landscaping shall be used, as appropriate, to accomplish these purposes.

- H. All buildings and groups of buildings are arranged so as to permit necessary emergency vehicle access as requested by the fire department.
 - I. All streets and driveways are developed in accordance with the Ottawa County Road Commission specifications, as appropriate.
 - J. Appropriate measures have been taken to ensure that removal of surface waters will not adversely affect neighboring properties or the public storm drainage system. Provisions have been made to accommodate storm water, prevent erosion and the formation of dust.
 - K. Exterior lighting is arranged so that it is deflected away from adjacent properties and so it does not interfere with the vision of motorists along adjacent streets, and consists of sharp cut-off fixtures.
 - L. Entrances and exits are provided at appropriate locations so as to maximize the convenience and safety for persons entering or leaving the site.
 - M. The site plans conform to all applicable requirements of County, State, Federal, and Township statutes and ordinances.
 - N. The general purposes and spirit of this Ordinance and the Master Plan of the Township are maintained.
2. The application meets the site condominium project review standards of Section 18.03 of the Zoning Ordinance. Specifically, the Township Board finds as follows:
- A. The project plan provides adequate common elements and maintenance provisions, use and occupancy restrictions, utility systems and streets, and project layouts and design.
 - B. The project plan complies with the Condominium Act, other applicable laws, ordinances, and regulations.
 - C. The building site for each site condominium unit complies with all applicable provisions of the ordinance including minimum lot area, minimum lot width, required front, side, and rear yards, and maximum building height.
 - D. The project plans public street will be paved and developed to the minimum design, construction, inspection, approval, and maintenance requirements for platted public streets as required by the Ottawa County Road Commission.
 - E. The project will provide public water facilities to the site condominium units, and is in accordance with Township standards.
 - F. The project provides for private septic system and drain field located within the condominium unit's building site, and have been approved by the Ottawa County Department of Health.
 - G. The project will provide the required street light fixture within the cul-de-sac.

Clear Form

Print



GRAND HAVEN CHARTER TOWNSHIP

SITE CONDOMINIUM PROJECT APPLICATION

Application Type	Fee	Escrow*	Sewer Escrow**	
Site Condominium	\$250	\$500	Main Extension	\$5,000
			Lift Station	\$2,000

Applicant Information

Name Steve Davis, Brucker Beach Woods, LLC

Phone (616) 638-2986 Fax _____

Address 13786 Lake Sedge Drive

Email Address steve.davis1011@gmail.com

Owner Information *(If different from applicant)*

Name Glenn & Yvonne Sparling

Phone (616) 842-7422 Fax _____

Address 14609 Pepperidge, Grand Haven, MI 49417

Property Information

Address/Location Vacant Brucker

Parcel Number 70 - 03 - 32 - 400 - 004 Size (acres) _____

Current Zoning R-1, Residential Master-Planned Zoning _____

Adjacent Zoning North: R-1 South: R-1 East: R-1 West: R-1

Other Information

Number of Proposed Lots? Seven (7)

Present Use of the Subject Property? Vacant

Number & Type of Existing Structures? None

Subject Property Located on a Paved Road? Yes, Brucker Road

Municipal Water within 2,700 Feet of Subject Property? Yes

Municipal Sewer within 2,700 Feet of Subject Property? No

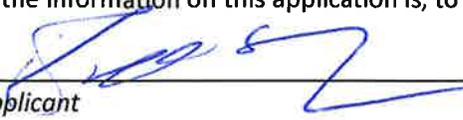
Description of Proposed Use/Request *(attach additional pages as needed)*

Create seven (7) single-family residential lots serviced by 448 L.F. of new public road. Public water will be extended to service site.

On site sewer of septic/drain fields to meet requirements of OCHD.

NOTE: The architect, engineer, planner, or designer shall be responsible for utilizing the Township Ordinance Books and following all applicable requirements, including those of Chapter 18 and 23 of the Zoning Ordinance, as well as Section 66 of the Condominium Act. 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.

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


Signature of applicant

8-20-16
Date

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

*** 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.*

For Office Use Only

Date Received _____	Fee Paid? _____
Materials Received: Site Plans _____	Location Map _____
Survey _____	Legal Description _____
Narrative _____	Landscape Plan _____
Master Deed _____	Condo Bylaws _____

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

PLANNING COMMISSION USE ONLY

Approval _____

Tabled _____

Denied _____

Conditional Approval _____

The following conditions shall be met for approval:

Signature of Planning Commission Chair

Date

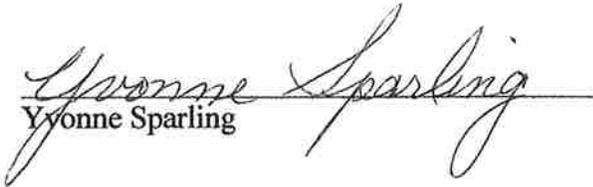
September 8, 2016

To Stacey Fedewa – Community Development Director

This **Letter**, dated this 8th day of September, 2016 (“Letter”). That a Buy and Sell Agreement for Vacant Land PP# 70-03-32-400-004 (the “Agreement”) entered into and executed by and between Glen Sparling and Yvonne Sparling, husband and wife (“Seller”) and Back Up Plan, LLC, a Michigan limited liability company, of 13786 Lake Sedge Drive, Grand Haven, Michigan 49417 (“Buyer”), on July 19, 2016.

As Seller(s) of said executed Agreement dated July 19th 2016 Seller(s) hereby authorize Back Up Plan LLC and further Amended To Brucker Beach Woods LLC to proceed with any and all approvals required by Grand Haven Township for said Development.


Glen Sparling


Yvonne Sparling



GRAND HAVEN CHARTER TOWNSHIP

13300 168th Ave. • Grand Haven, MI 49417
Phone: 616.842.5988 • Fax: 616.842.9419 • www.ghc.org

NOVEMBER 7, 2016

CORRESPONDENCE

Ben and Anna Braymer

17961 Brucker St.
Grand Haven, MI 49417
616-638-3313
benbraymer@gmail.com

21st September 2016

Stacy Fedewa

Grand Haven Township Community Development Director
13300 168th St.
Grand Haven, MI 49417

Dear Director, and Board Members

I live on Brucker St. adjacent to the proposed building project on the north side of the street near the beach access. I felt compelled to write you this letter after hearing many different stories over the past few months concerning the development next to my home.

I have heard there will be potentially 7-10 homes / townhomes (condos) that would be built next to our house. I have a few reservations about that amount of homes.

First, I am concerned if all those home are on septic like ours; will that cause significant problems in the future and force all of us on the street to have to pay for city sewer to be installed?

Secondly, I am a year round resident. Many of the homes on our street near my house are rented to vacationers by their owners. I am assuming with 7-10 homes going in next to our house that a handful will be continually rented out during the nicer months of summer. When that happens there is quite a bit of noise and the people don't always care for and respect our neighborhood like the year round residents. Lots of fireworks are shot off, people partying into the night. It makes sense because they are on vacation, but it's my home.

Thirdly, Brucker Street has always had the feel of nature near town and the public beach access is quaint. I fear with 7-10 homes placed on a 5 acre plot, that it would distinctly change the feel our our neighborhood in a way that most people would be not be happy with.

In conclusion, I could see 3 - 4 homes being built on the property which seems much more reasonable. It would allow the developer to make his money, not put too much stress on the septic field, and hopefully keep the natural setting that so many people enjoy about Brucker Beach and the neighborhood. Thank you for your time and consideration in this matter.

Sincerely,

Ben and Anna Braymer

NORM BARKELEY
18005 BRUCKER STREET GRAND HAVEN, MI 49417

GRAND HAVEN TOWNSHIP OFFICE

OCTOBER 11, 2016

TO WHOM IT MAY CONCERN;

We are writing on behalf of a number of different concerns regarding development, zoning, fire safety and public beach access on Brucker Street.

Our community experience has been quite positive and we thoroughly enjoy our neighbors, the community and those we come across as they come to the Brucker Street beach public access point.

However, things are changing. It has been our growing concern what the Grand Haven Township's long term plan and expectations are for those who live on Brucker Street and those who are attempting to access the public beach.

ZONING

A first concern we had was the successful multi-year petitioning and approval to build by one of our newest neighbor's to build a home that violates fire safety standards. It is a building by the Grand Haven Township's own admission that is so tall that it cannot be reached by the current fire station servicing our street.

While this is an issue of the recent past and there is no recourse, it points to the fact that Grand Haven Township has made decisions that have been less than favorable to our neighborhood community and we are conscious of this as potential new matters arise moving forward.

One such matter that has come to our attention is that there is an interest and application for development of a condominium / townhouse development down the road from our property here on the end of Brucker Street.

We would like to ask the township to carefully review this project from many different perspectives to conclude what the best community course of action would be moving forward.

There is no inherent conflict when someone is choosing to build in the area, especially if there is vacant land.

That said, we need to consider the impact and scale of a proposal and size it according to what the surrounding area can handle and its impact on the neighborhood experience as well. In some cases, this may require retaining the lot status to single family attached housing as well.

Without this development inquiry, we have had concerns regarding the long terms plans for the neighborhood and public beach experience.

They are the following:

Access:

During the summer period, there are large numbers of cars on both sides of the street as both the public and homeowners head to their destinations. The car volume leads to parking a long ways down the hill.

Despite my driveway sign, people routinely drive up and down my driveway and have to back up and turn around numerous times a day consistently interrupting privacy. These cars along with the others that line the streets keep looking for a closer drop off and access point clogging the end of the driveways of our house, the 2 houses behind us and the 2 houses on the other side of the access point.

The addition of higher density housing directly into the heart of this area it will only increase the parking demands. All these new owners will have visitors and it will be right outside the condominium / townhouse development's access point on Brucker Street where these vehicles will go.

I have come to understand that directly behind us on the other side Brucker Street there is a home that has sold and then 2 others in the woods next to that that are soon to be re-built.

It is important to realize that as these properties turn over and seek renovation and rebuild permits that parking will be an ever-growing challenge for homeowners and the public on Brucker Street.

Policy enforcement:

Dogs are regularly brought to the beach despite posted warnings. The people who bring the dogs express umbrage when residents remind them. This creates uncomfortable dynamics when the homeowner has to tell people what the public policy position is. West Michigan has a well-known e-coli health situation to manage as a matter of public health.

Beach size:

The official size of Brucker beach is very narrow.

With the changes in the West Michigan shoreline with the large dunes and grass it has put pure sand beach access upon which to to put a chair on at a premium. This pushes people to infringe on the private properties on the side of the access point in the quest for a better sun seat.

A developer marketing a high density housing project with access to Lake Michigan beach is definitely of huge concern. The project that the developer is seeking approval on should be kept from marketing it as a lake property and the Township should consider the impact this project has on the community and neighbor experience as well.

The beach size is creating additional challenges:

Trash / Public Services:

The beach has too many people on hot days.

There are no routine cleanups for the trash that these groups leave behind.

One has to ask that if someone is on the beach all day where are they accessing services such as restroom needs? This has an unpleasant most likely answer. Again, we are back to the public health policy question and e-coli.

Fire hazard:

The changes in the shoreline that I indicated have led to large massive dunes consisting of both dead and live grass. This past summer the fire department came out and made assessments. They indicated some concern about fire safety as well.

My family and I routinely worry about late night fires and party-goers who present a risk to our safety with the changes in the grasses and dunes in the past decade.

There is no one watching the night-time activity or maintaining the grass for safety purposes. Our house and the Cromwell house lie in the direct path of a dune fire if it starts at the public access point.

The fire department was kind enough to make sure that a hydrant is visible and closer to the beach and lake in the event of a problem. Yet, the memory of the recent fire that took people's lives in the recent past down South on the lakeshore is an ever-present memory.

The police department has been very responsive when the party is running at 2am and the party-goers are noisy. But this is only in the event we get up and make the phone call and ask for them to help manage the situation.

Personal property:

On the personal property side, we have had to deal with the frequent interaction with the public beachgoers to move from our beach property. Grand Haven Township has helped in the past with signs to designate private and public property yet the public many times ignores this challenging us to ask them to move and giving us the unpleasant experience of being the enforcement mechanism.

The single biggest reason that they do this is the strip for the public access is small and narrow and they don't want to sit in the grass. We need to figure more ways to get the message across and maintain good neighborly relations that respects the rights to both sides of the beach.

So, in short, this letter is to write and say that we have serious concerns about any new higher density residential-type building in the vicinity of the public access point for the beach.

The reason is because that any new additional residents, their visitors and other public traffic is only make the EXISTING challenges more difficult for the primary residences at the end of Brucker Street at the access point to the beach – that is the Barkeley's and Cromwell's and then it trickles down the street for all the residents of Brucker Street as the volume and demand builds. We are adversely affected by any changes at the beach and on the street.

Thank you in advance for your time and consideration of this information on this higher density housing project in an area with a number of current public policy, enforcement, fire safety, parking and access concerns. We believe this condominium / townhouse project requires consideration far beyond the just the lots in question to be developed.

Thank you for your time and consideration in this matter,

Norman and Cynthia Barkeley

October 12, 2016

Grand Haven Charter Township
Stacey Fedewa, Community Development Director
13300 168th Avenue
Grand Haven, MI 49417

Dear Ms. Fedewa:

We are writing in response to the plan to develop the Sparling property on Brucker Street. Our home is located on Pine Island Drive, and is directly across the pond from the proposed new development.

Currently, the property is heavily forested. With the proposed 7 to 10 homes, to be built on half-acre sized lots, it will basically require the entire woods to be clear cut for each home and its septic system to be placed on those sized lots. Other homes on the adjoining land, and the surrounding area, are generally one acre plus lots which provides plenty of space for a home, with the ability to leave natural green space and privacy buffer between homes. This proposed new development will change the overall look and feel of the neighborhood. In our opinion, we believe the property is more suitable for 3 to 4 homes on larger lots.

With the proposed plan to have this many homes on small lots, and with each having their own septic system, we would like to know if any type of water quality impact study was completed? We would also like to understand if this will have any impact on the water quality of the pond. Plus, we have a concern with surface run-off water and drainage retention areas with that many homes on small lots. We want to ensure that any surface run-off water will not have a negative impact on the pond.

We would like to also echo the concerns from several of our surrounding neighbors about the impact this may have to property values, the additional strain on the local infrastructure, and the possible change to the overall character of the Brucker Street neighborhood.

From our immediate Pine Island Drive neighborhood, we share a united concern about the way the property is being marketed – which shows a picture of the pond as a selling point. The pond is on private property and should not be used to sell the property or to give the illusion that the proposed homes would have any access to the pond.

We respectfully submit our concerns and look forward to receiving notice of the public hearing when this project is brought forward for the Planning Commission's review.

Sincerely,



Richard and Claudine Weber
14654 Pine Island Drive
Grand Haven, MI 49417

October 7, 2016
Ms. Stacy Fedea
Community Development Director
Grand Haven Township
13300 168th Street
Grand Haven, MI 49417

Dear Director and Board Members

I am writing to you to share our concerns regarding the proposed development project on Brucker Street in the 1700 Block. We have heard many different stories about the proposed development since seeing "For Sale" signs earlier this summer.

Brucker Street is a special spot, with its close proximity to the beach, large lots, and the beautiful nature that surrounds it. We were quite saddened to learn that this parcel of undeveloped land had been sold to a developer who plans to build as many as 10 homes on the parcel. A development of this size would have a devastating effect on the overall character and feel of this neighborhood and could potentially bring home values down.

While development cannot always be stopped and it's a natural progression of life moving forward, the type and scale of development ought to complement and balance the current fabric and nature of the existing neighborhood. Putting 10 extra homes on this parcel seems to exceed the scope of this neighborhood and will put added strain on the existing infrastructure. We believe local building and zoning controls should address some of these concerns? Is the plan to build 10 homes been approved? What sort of variances have been approved to date? Are there requirements for designated open space?

We are concerned that a development of this size could have negative consequences for the surrounding property owners beyond property values. How will this development affect water run off, septic tanks, erosion? How will this development affect the beach which currently is very small and not meant to serve large numbers of people? What are the environmental impacts of a building project of this scope? All of these issues must be thoughtfully considered and weighed against a developer whose interest is to capitalize profits, is not a neighborhood resident and is not concerned with retaining the character of the neighborhood.

We ask that you consider this when looking at this proposed development. We request that you hold a hearing so that you can have an opportunity to hear the concerns of the local residents.

Sincerely,



Larry and Rochelle Gorey
17993 Brucker Street
Grand Haven, MI 49417

Stacy Fedewa
Grand Haven Township Community Development Director
13300 168th St.
Grand Haven, MI 49417

Dear Director and Board Members

We live on Brucker Street along the east side of the Sparling property. We would like to share our concerns with the proposed 7-11 townhomes/condos on Brucker Street development (Sparling Property).

We've heard many different variations of what is planned for the Brucker Street development, most recently, 7 or 8 townhome/condos on the 5+ acres, with the sale of the remaining southwest parcel of property next year and another 2 or 3 homes. According to the GIS map, the property appears to have been split into 5+ acre parcel and a .9-acre parcel already in preparation for this development.

Have any studies been done to determine what the impact a development of 7-11 townhomes/condos may have on this area environmentally? What affect will 7-11 septic systems in a small area have on the ground water, along with erosion and run-off water in the development and surrounding area?

Pine Island Drive homeowners and ourselves share a pond adjacent to the Sparling property, how will this development affect the ecosystem of our pond. Will this affect the quality of the pond water our children and grandchildren swim in?

Recently, we became aware that reservations are being taken for the Brucker Street development and are listed on area Realtor websites. The pond is listed on these websites, it is not on the proposed development property and the developer should not infer to potential homeowners that it is, or use thereof.

This action has lead us to believe the developer will most likely clear cut the heavily wooded area so the development will have views and access to the pond as he has advertised. Clear cutting this wooded area will leave little to nothing for a buffer zone for current homeowners adjacent to the proposed townhome/condo development.

The Brucker Street development is a heavily wooded natural area and creating a development of 7-11 townhomes/condos that are ½ acre or less will change the character and feel of this neighborhood. We've talked with several neighboring homeowners who share our same concern about the negative impact this large of development may have on our property values along with the added stress on the infrastructure in this area.

A development of 2-4 homes with 1+ acres each would seem much more align with the current neighborhood. We hope the township will consider what is best for Brucker Street residents along with an environmentally safe development.

We look forward to the public hearing when this project is submitted to the Planning Commission for review.

Fred and Wendy Beamer
17885 Brucker Street
Grand Haven, MI 49417
wbeamer@chartermi.net

14679 Pine Island Drive
Grand Haven, MI 49417
October 26, 2016

Ms. Stacey Fedewa
Community Development Director
Grand Haven Charter Township
Sfedewa@ght.org

Dear Ms. Fedewa:

We are writing to express our concerns about the proposed Brucker Beach Woods development. We do not oppose the development of this property *per se*, but we believe that it should be developed in a way that is consistent with the long-time character of the neighborhood and that does not negatively impact property values or the health and quality of our neighborhood environment.

Our primary concern is that the proposed density of houses is too great. According to the development site plan obtained through a FOIA request, the seven lots in the proposed development average 0.6 acres. The Ottawa County GIS shows that the developed lots immediately adjacent to the property average 1.2 acres (Attachment 1). This cramped design will have several consequences.

There will be little space left for trees and other vegetation. Nearly all the neighborhood is forested with native trees. The property to be developed is currently completely forested and provides habitat for deer, turkeys, foxes, raccoons, and a variety of other birds including hawks and owls. It is a functional extension of the 13 acre Land Conservancy property from which it is separated by a single, mostly forested 1.8 acre property to the south. Deer and turkeys are frequently seen crossing Brucker Street between to two tracts. Building seven houses together with seven septic fields, the additional parking required by the proposed By-laws, and a 1.1 acre common driveway will surely require the removal of a majority of the trees on the property.

The current home owners in the neighborhood chose to buy their relatively expensive properties because of the natural, forested nature of this area. Deforestation of the property to be developed can be expected to negatively impact home values in the neighborhood. Deforestation can also be expected to improve the habitat for deer as deer find little to eat in a closed canopy forest. Deer overpopulation is now a major problem in this area as you know.

Deforestation will affect rainwater management. Trees typically absorb most of the energy of falling rain thus slowing runoff and reducing erosion. The impermeable surfaces of seven houses and garages, driveways and parking areas, and the central

driveway and cul de sac will speed storm water runoff. The property to be developed has little or no soil, just leaf litter covering beach sand. This can be expected to create special challenges in the development of lawns and the management of runoff. Unlike the nearby Dewberry development which has a runoff retention pond, we see no provision for managing runoff on the proposed site plan and hope the Planning Commission will require that more attention be given to this issue.

Concentrating seven houses in this small area will have a significant impact on the soundscape. Without significant forested areas between houses to absorb sound, the noise of cars and motorcycles, lawn mowers, leaf blowers, etc. will be concentrated and will travel to the rest of the neighborhood. We will be less likely to hear the waves on the beach and other natural sounds that are part of the character of this area. Light pollution will also be a problem. In particular, the cul de sac will result in cars' headlights sweeping the backs of homes to the north and east of the development.

We are concerned that the geology of the property may not be suited to support seven houses. The geotechnical surveyor told us that the water table appears to be just eight feet below the surface. Although the hydrological pressure gradient in this part of the Township may be to the west in general, local variations are certain to occur. Evaporation from the water-table-fed pond on the property to the east may help to create a local gradient toward the pond. It seems very likely that the leachate from seven septic fields and lawn fertilizer from the developed properties will contaminate the ground water with consequences for the currently eutrophic pond which is located just 30 feet from the east boundary of the property. As a condition of approval for the development, we would like to see Fluorescein tracer studies required to assess the likelihood that contaminated water from this development will find its way into the pond.

The proposed relatively high density development will have an impact on traffic, parking, and crowding at the Brucker Street Beach. The development will increase from 13 to 20 the number of residences on the north side of Brucker between 178th and Lake Michigan. Now, during good weather, beach goers' cars are parked on Brucker from the beach public access point east to South Highland Drive and sometimes further east. The visitors leave trash on the beach and along the street. Because the beach is narrow, they often trespass on private property. New residents and their friends and families can only exacerbate this problem.

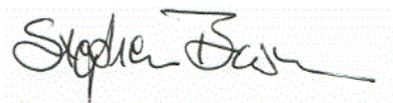
Taken together, these considerations make us believe a development of three or possibly four residences on the property would be more consistent with the character of the community, have less (or perhaps no) negative impact on property values, put less stress on community infrastructure, and involve fewer environmental risks. But whatever form the development may take, there are two steps that can be taken to help ameliorate the development's negative impacts that we suggest should be included as requirements for approval of the development.

Some negative impacts of the proposed development could be partially mitigated by a 50 foot undeveloped buffer along the east boundary of the property. The developer originally proposed a buffer of 50 or 75 feet (Attachment 2) but wanted the neighbors to pay a fee of \$5 per square foot (\$217,800 per acre) to create such a buffer and they did not consider this to be a realistic option. A 50 foot buffer would benefit both current and future residents of the neighborhood by helping to preserve its forested appearance and would help to stabilize the sand on that edge of the property where it slopes toward the neighboring pond. The developer told one prospective buyer that an undeveloped buffer has been included as part of the project but we do not see it on the site plan and believe it should be an explicit requirement for approval of the development.

The other step that would help to mitigate the negative impacts of the proposed development is a six foot high fence, either solid or chain link, along the full length of the east boundary to limit access to the pond. The developer has promoted sale of the lots by showing a photograph of the pond on the Capstone Realty web site and all MLS web sites (Attachment 3). There are only three photographs of the property on these sites: two of the forest and one of the neighbors' pond. Many who have seen these listings have interpreted them as indicating the pond is somehow connected to or part of the development. In addition, ponds are just naturally attractive especially to children. The pond's banks and littoral zone are unconsolidated beach sand and unavoidably will be damaged by pedestrians. For safety and to protect the pond from damage, access must be limited by a substantial fence. We hope the Planning Commission will make this a requirement for approval of the development.

We want to reiterate that we are not opposed to the development of this property, but prefer to see it developed in a way that respects the character of the neighboring community, the investments of its home owners, and does not involve unnecessary environmental risks or unduly stress the community infrastructure. If instead we end up with a high density development, we hope that the Planning Commission will at least require these modest additions to the development plan that should help to mitigate its negative impacts.

Sincerely,

A handwritten signature in black ink that reads "Stephen Bowen". The signature is written in a cursive style with a long horizontal flourish at the end.

Stephen Bowen

A handwritten signature in blue ink that reads "Nancy Casady Bowen". The signature is written in a cursive style with a long horizontal flourish at the end.

Nancy Casady Bowen

Attachment 1. Average lot sizes in the proposed Brucker Beach Woods condominium development are just half the size of the developed properties immediately adjacent to the proposed development. Data for existing properties are from the Ottawa County GIS; Lot sizes for the proposed Brucker Beach development are from the site plan dated August 5th, 2016.

Existing Developed Properties

Parcel	Acreage
70-03-32-400-074	1.85
70-03-32-400-069	1.12
70-03-32-400-038	0.66
70-03-32-400-084	1.77
70-03-32-400-083	1.03
70-03-32-400-087	0.42
70-03-32-400-071	0.89
70-03-32-400-088	1.75
70-03-32-336-031	1.00
70-03-32-333-006	0.84
70-03-32-401-005	1.66
Average	1.18

Proposed Brucker Beach Woods

Lot	Acreage
1	0.46
2	0.44
3	0.54
4	0.55
5	1.11
6	0.71
7	0.49
Average	0.61

Attachment 2. The following email messages concern establishment of an undeveloped buffer. We want to take this opportunity to say that we have had cordial conversations with the developer about his plans, even though we fundamentally disagree about the density of the development.

 Reply  Reply All  Forward



Steve davis <steve.davis1011@gmail.com>

Bowen, Stephen

7/1/2016

Brucker

 You replied to this message on 7/1/2016 12:18 PM. 

[LinkedIn](#) [MessageHeaderAnalyzer](#) [Action Items](#)

Steve,

Thanks for chatting today. I understand your concerns for what may be going on next door. As I stated I wish I would have been able to talk to you prior to putting the signs out. My goal is to work together to create something that benefits all parties involved. This is why my current plan is to only do 7 larger home-sites. This will help the integrity of the neighboring homes and values. I will be back in town July 11th. Should you have any questions or concerns please feel free to email them to me and we can discuss once I am back in town.

Question: Do you have interest in acquiring some of the property closest to your home? Might be a scenario where I could sell you a 50-75 foot strip to keep a bigger buffer for you. Let me know your thoughts

Have a great July 4th week.

Sincerely,

Steve Davis

 Reply  Reply All  Forward



Steve davis <steve.davis1011@gmail.com>

Bowen, Stephen

7/5/2016

Re: Brucker

 You replied to this message on 7/5/2016 11:57 AM.

LinkedIn

MessageHeaderAnalyzer

I hope you had had a great July 4th. Just a few thoughts, but I have not discussed with my attorney so I am not 100% these may be options. Like I said In our phone conversation I am willing to exhaust measures in working with the neighbors. I think I can do one of the following (but must confer with legal).

1. Sell you a buffet strip - cost would be \$6 foot. Example $50 \times 275 = \$82,500$. Township may only let me do this if its 400 feet so it keeps your boundary square as your lot is, I think, 400 feet in depth. This would increase your taxes a bit annually. I think about \$2,00 a year
2. Can charge you a fee \$5 foot and take a buffer strip 50×275 and deed restrict it so that no rear yard can be in that buffet and no trees can be removed. You would not own the land and therefore you would not have any taxes on it.

In either event your buffet is the same from a visual perspective. You would just need to decide if you want to own it and pay the taxes going forward. I hope I did not confuse you with this analogy but something to start thinking about.

This is something I would consider but only if I conclude that it will not De-value the other lots.

Let me know your thoughts.

Steve Davis

 Reply  Reply All  Forward



Steve davis <steve.davis1011@gmail.com>

Bowen, Stephen

7/20/2016

Re: Brucker

 You replied to this message on 7/21/2016 10:34 AM.

[LinkedIn](#)

[MessageHeaderAnalyzer](#)

Stephen,

Just as a follow up as I wanted to be a good neighbor and keep you in the loop. We are going to do 7-10 lots on that site. 4-6 will face to the east towards your property. Should/If you desire to acquire a buffer 50x400 (the length of your property) I could then adjust my plan to have fewer lots facing to the east along with that buffet in place. Should you wants to pursue this please submit an offer to acquire a buffer. I would need to know you position very soon as we will start our approval process. Should you have any questions please feel free to contact me.

Steve

Attachment 3. One of the three photographs showing the property to be developed is of the neighboring pond.

The image is a screenshot of an Internet Explorer browser window displaying a real estate website. The browser's address bar shows the URL: <http://residential.capstonecompanies.com/property/land-for-sale-in-grand-haven-michigan-16048397>. The website header features the "CAPSTONE COMPANIES" logo in blue and yellow. Navigation links include "Commercial Real Estate", "Residential Real Estate", "Business Brokerage", and "More Services". Below these are three columns of text: "A team uniquely qualified to assist you.", "Your connection to lakeshore living.", and "Buying or selling a business? We can help." The main content area contains a navigation bar with "Prev Property" and "Next Property" buttons, and a set of action buttons: "Save Property" (dark blue), "New Search" (blue), "Modify Search" (green), and "Back to Results" (white). Below the buttons are links for "Virtual Tour", "More Information", "Schedule Showing", "Mortgage Calculator", and "Printable Flyer". The central focus is a photograph of a pond with greenish water, surrounded by trees and a grassy bank. The photo has left and right navigation arrows. A large, solid black rectangular area is positioned on the left side of the screenshot, partially overlapping the website's content.

A.W. "Bud" Betts
14567 S. Highland Rd.
Grand Haven, MI 49417
616-846-7212

Grand Haven Charter Township Planning Commission
c/o Stacey Fedewa, Community Development Director
13300 168th Avenue
Grand Haven, MI 49417

Planning Commission Members

Re: Brucker Beach Woods application

Our property is located near "Brucker Beach" to the south. Our comments and concerns regarding the proposed development follow:

The Developer has chosen to include "beach" in his naming of the development when none of the proposed parcels have beach frontage. The concern is that additional development of multiple sites close to the Township's right-of-way to Lake Michigan will lead to additional over crowding and trespass not unlike that experienced by the Township on Buchanan St.

The development should conform to all rules regarding lot size, setbacks, water retention, screening, etc. The development should be for single family homes and prohibit multi-family units.

While not a direct result of the application being considered, the Township Planning Commission and Board should consider installing adequate fencing on both of its north and south property lines to better define where the public may enjoy the use of the beach area without trespass on adjoining properties.

Walking along the shoreline is open to all by use of the Township right of way, however, additional signage regarding use of the beach, hours of access, pets, parking, etc. will reduce misunderstandings and confrontations experienced by many frontage and adjacent owners.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to be "A.W. Betts", written over a horizontal line.

11-2-2016

Planning Commission
Grand Haven Township
Grand Haven, MI

To Planning commission:

We are writing in reference to the Brucker Beach Woods Condo Development. We own the property south and next to the public access to the beach at the west end of Brucker Street.

We are concerned about the impact that this development will have on the public beach. With the water levels of Lake Michigan being very high this year, there is not much beach available to the public, so they are using our beach.

- 1) We are concerned with the number of condos that are being suggested to the 5+ acres development.
- 2) We are concerned that these condos will not have permanent residents and will be used as rental properties.
- 3) At the present time, the township does NOTHING to monitor the activity on the Public Beach. There are NO definite lines to mark where the public access starts and stops. Adding more people will be a bigger problem. Dogs are on the beach all summer, when they are not permitted. We are constantly picking up the trash people leave on our beach.

The township needs to survey the public beach access area and put up signs, clearly marking where the public beach is and put up a fence to mark the area properly.

Thank you for considering our concerns,

Donald J. & Patricia A. Lipinski



*"Inspired Design,
Quality Homes
Exceptional Value"*

November 3, 2016

REF: Brucker Woods Development

Dear Planning Commission,

The purpose of this letter is to address the feedback you've received from some of the surrounding neighbors of the proposed Brucker Woods Development and their concerns it will contain too many home sites.

As a long time local builder familiar with the site and its plans, it is my professional opinion that a small development would be a nice addition to the neighborhood. The developer could have requested to increase the density to contain up to 11-12 units, but I believe the size of these lots fit well within the surrounding area. Each lot is substantially larger (+/- .61 acre vs similar developments with an average of +/- .34 acre).

After walking the site, I feel each unit has ample size for a quality home which should enhance the value of the surrounding area.

Feel free to contact me if I can be of further assistance.

Sincerely,

Derrick Schabbel LEED AP

Derrick L. Schabbel

Lee Allen Homes

[616-422-8860](tel:616-422-8860)

French Construction Inc.
600 Washington Avenue
Grand Haven, Mi. 49417

Dear members of the Grand Haven Township Planning Commission,

It has been brought to my attention that there is some concern from surrounding neighbors of the small proposed development before you. I have a client that has shown some interest in one of the lots and I have walked the sites and was surprised at how large they appear to be. As a local contractor in the area for 30 years and being familiar with this site and the plans it is my opinion that a small development with the price points attached to the lots would be a great asset to the surrounding properties and neighborhoods because the homes will be in the 550k to 650k value.

I believe the developer however, does have the option to increase density up to 12 lots thereby, in my opinion, driving the perceived value of each lot down. This will not only increase traffic but new home values won't be as high because smaller homes will be built.

Each lot is substantially larger (+/- .60 acre vs. the underlining zoning of +/- .33 acre). Each unit has more than ample size for high end quality homes and would be a great addition to this area with very little or no traffic impact.

Thank you for your consideration,
Terry French

17896 Hidden Acres Ln

Grand Haven, Mi 49417

11/3/16

Ms. Stacey Fedewa

Community Development Director

Grand Haven Township

Dear Ms Fededwa and members of the Grand Haven Township Board of Development,

I am writing this letter to you to express my concerns about the proposed development on Brucker Street, West of 178th Ave. We are the property owners that border the proposed development at the North end, from the Easternmost point and extending West to the base of the sand dune. We have owned the property for 26 years and lived on this property for 25 years. The only reason for the one year difference was the long wait that we endured for the DNR and the DEQ to grant permission to build and to inform us as to where we could build on the lot due to the fragility of the sand dune. Our family is extremely environmentally conscious, and we had no problem with the wait. We knew Ernie Garbrecht personally and had met Mr Sparling as well. We always knew that at some point there was a strong chance that the property would be built upon, just like ours was, when our neighbors lost a small portion of woods where our house sits. We wish the Sparlings nothing but good. We hope that they will experience peace, happiness, and prosperity with this project as well as any other. What we did not expect, at the point in time when this land was to be developed, was a high density condo project that would be inconsistent with the existing area.

When I first contacted the developer, I had several questions for him. I gave him my name, but did not mention where I lived, because it had nothing to do with my questions. The most disturbing portion of our conversation occurred when I had asked if there would be natural buffer zones between the proposed homes and the existing properties. He had assured me that he had been working closely with the adjacent property owners and stated that buffer zones were part of the plan. I found this interesting, because nobody had contacted anyone in our family about this. After contacting the Grand Haven Township, I was told that the developer was adamant that there was to be no buffer zones. Needless to say, I felt quite uneasy about the project at this point.

As I thought more about all of this, we became more concerned for the neighborhood. The project was being billed as "spend a day at the beach with friends and family". As I'm sure everyone in the area is aware, Brucker Beach is a gem, for a peek at the sunset, or maybe an

evening swim after work, but certainly not for seven homes worth of people spending a day at the beach. There just isn't that kind of room. Brucker street in itself has at times even become somewhat of a mall type of avenue. Families walk there babies in strollers, elderly men and women walk to the beach hand in hand. People of all ages walk their dogs on leashes. My point is that the way things are currently, is like something out of a Norman Rockwell calendar, and the reason people love this area of Grand Haven Township. To add seven Condo's along Brucker, and all of the extra vehicular traffic, light pollution, sound pollution, etc. that it would surely bring with it, would be a tragedy, and totally opposite of the very reason the people who have been paying taxes here for decades, have come here to live. I truly believe that this is not only a matter of aesthetics, but could very possibly be downright dangerous to Brucker Street pedestrians in particular, if not the beach, and the surrounding woods as well.

I also have personal concerns about my own property. After looking at one of the more recent proposal drawings, it appears that headlights from the vehicles could end up shining at all hours of the day, right into the back woods of myself and my next door neighbor. This would be totally unnecessary if the lane was moved slightly West so as to shine into the dune. I also have a concern for loss of my own trees due to construction stress. The most recent drawing shows a home that is the bare minimum 15 feet from my property line. I question if this is really necessary considering that all of the homes around mine are well over an acre in size, if not closer to 2 acres.

And finally, I have a deep concern for the movement of wildlife in the area. Currently we have a steady flow of wild animals in the neighborhood. Most notably is our deer population. Sure, they are guilty of eating some of our vegetation, but they aren't bothering anybody really, and nobody is bothering them. They have found ways to traverse the dunes and the Conservancy land to the South, using the Sparling property as a primary crossing point. My feeling is that if this project were limited to 3 to 4 homes, there would still be room for these animals to grace our beautiful neighborhood that we all call home (including the deer). If a seven home condo unit were to be granted I believe that 178th ave, as well as Brucker Ave would become a very dangerous area for car-deer collisions, as they would be limited as to where they are able to traverse.

We are in acceptance of the fact that the property is going to be developed. That's just the way things happen in communities. But we are opposed to a development that appears to be totally inconsistent with the current flavor of the area. Thank you for your time and consideration.

Sincerely, Bill & Kima Johnson

Handwritten signatures of Bill and Kima Johnson. The signature for Kima Johnson is written in a cursive script and is positioned below the signature for Bill Johnson.

17864 Hidden Acres Lane, Grand Haven MI

616 844-4226
brian.haick@gmail.com

November 4, 2016

Ms. Stacey Fedewa
Community Development Director
Grand Haven Township
Sfedewa@ght.org

Dear Ms. Fedewa:

As discussed, we are writing to confirm our concerns with the proposed Brucker Woods development. I would anticipate you have received several letters expressing concerns from the local neighbors in the development area, so I will try to be brief and summarize my concerns with the proposed seven homes on the 5.4 acres outlined in the draft site plan.

Development Density:

The plan outlines seven homes and an access road occupying the 5.4 acres. This level of development will require removal of much of the natural habitat for the local wildlife which has long been a primary reason for the current home owners selecting this area. Homes typically occupy sufficient land so the natural environment is maintained without expense to the local wild life and environment. Has the deforestation plan required by the developer been approved by the DNR?

The proposed development density puts this at risk. It also introduces the concept to existing home owners with properties greater than one acre, to subdividing their properties creating more single lots. This would increase the area density further. Grand Haven township has long been had a sterling reputation for quality planned communities by discouraging "key hole" communities / developments that have the affect of reducing property values & quality of life for the community in general. The township would be introducing this slippery slope by granting key hole high density developments in established communities that are near the lake.

Drainage / Water Shed:

The Brucker Woods development area is below grade with respect to Brucker Street, and is at the base of a ridge of sand dunes (to the west). With the addition of seven roof lines and an access road on the 5.4 acres has an evaluation been made by the MDEQ as to impact on sand dune erosion with the loss of the trees?

Is this area considered flood plain? If so what plans has the developer put in place to minimize impact on neighboring properties?

In 2013 the township found it necessary to make improvements to the Vincent Drain system, which was funded by an assessment to the property owners in the affected area. The drain system improvements were calculated after review of the topographical maps and development plans known at that time. Did this development plan factor into those calculations? How will the Vincent drain system be impacted by this development. Will it continue to be adequate or will it require additional improvements resulting in another tax increase?

We are not opposed to the development of the property in question by ask that it reflect the current community norms with respect to housing density and maintain the current environmental and wild life ascetics to ensure Grand Haven township continues to be a rewarding community to raise a family.

Sincerely yours,

Brian Haick & Catherine Haick

(616) 844-4226



GRAND HAVEN CHARTER TOWNSHIP

13300 168th Ave. • Grand Haven, MI 49417
Phone: 616.842.5988 • Fax: 616.842.9419 • www.gh.t.org

NOVEMBER 21, 2016

CORRESPONDENCE

Grand Haven, MI 49417
November 16, 2016

Ms. Stacey Fedewa
Community Development Director
Grand Haven Charter Township
Sfedewa@ght.org

Dear Ms. Fedewa:

We are writing in response to the November 7th hearing conducted by the Grand Haven Township Planning Commission in review of a proposal to build a site condominium on Brucker Street. We found the Hearing to be very helpful in understanding the role that the Township plays in guiding development and in the ways the Commission interprets and applies the Zoning Code. The discussion showed just how thoughtfully and professionally the Commission fulfills its responsibilities and we are among the many who appreciate their contributions to our community.

After the hearing, we consulted the Code just to get clearer about which sections and provisions might be most relevant to the Brucker Beach Woods proposal. Several sections apply directly to the concerns raised by citizens at the hearing. Chapter 23 section 7 is most relevant. I have used bold italics to identify sections copied from the Code.

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.

This makes it clear that the character of adjoining properties is an important consideration when reviewing development proposals. A point raised repeatedly at the Hearing was that the proposed development lot size is less than half that of surrounding properties and thus a radical departure from the neighborhood character. For reference, a table of the relevant data is attached.

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.

We were very encouraged that the Commission seems inclined to require a significant buffer around the perimeter of the proposed development and to require the preservation of some of the trees in other parts of the development. A thirty foot buffer is not a lot, but it would certainly help. This section not only allows but seems to direct the Commission to take such measures.

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.

It will be nearly impossible to preserve natural drainage, habitat, and characteristics of the land given the extent of proposed impermeable surface development and the need to raise the central roadway, septic fields, and home building sites approximately three feet. Again, this problem is made much worse by the relatively high density of construction that is proposed. If the Commission acts in a way that we understand to be consistent with previous decisions and requires best practices for surface water management, then a requirement for space to be used for surface water management may have the beneficial effect of reducing the extent of impermeable surface to be developed.

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.

This section would seem to direct the Commission to consider privacy not in an absolute sense, but rather in terms of community norms. Here again, the small size of proposed lots compared to the surrounding neighborhood means that the residents of the proposed development would have very little privacy once trees are removed for building a central roadway with sidewalk, homes, driveways, parking spaces, and all the fill required to raise building areas. Walls around individual homes would be inconsistent with the neighborhood. Larger lots, a perimeter undeveloped buffer, and the preservation of a few trees on each lot would help.

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.

We are encouraged by the Commission's inclination to require that surface water management on the proposed development meet best practice standards. Given the density of impermeable surface proposed, this would be essential to have any confidence that runoff will not damage the adjacent pond. Because the property is unconsolidated sand, water moves through the ground very quickly. We have no site-specific knowledge of subsurface water movements on this property and it is still quite possible that nitrogen and phosphorus in runoff will contaminate the pond. We would urge the Commission to require a comprehensive and thorough surface water management plan.

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.

This critical consideration did not receive much attention at the Hearing, but it is extremely important to those living in the neighborhood. The bylaws of the condominium and the approved development plan should both explicitly require minimal exterior lighting and it should all be required to be directed down.

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.

Trespassing and the concomitant safety and property damage issues can be expected as a consequence of the proximity of the development to the private pond thirty feet away and the developer's having promoted "pond view" as an asset of the development. The requirement for a fence to establish the property boundary and limit access to the pond would seem to be a necessary measure in mitigating the impact of the proposed development on the neighborhood and we hope the Commission will make that a requirement for approval.

Thank you for allowing us to address our concerns in the context of these specific provisions of the Township Zoning Code. We would be grateful if you would share a copy of this letter with the Commission.

Sincerely,

Stephen and Nancy Bowen
14679 Pine Island Drive

Richard and Claudine Weber
14654 Pine Island Drive

Tom and Mary Berwald
14682 Pine Island Drive

Fred and Wendy Beamer
17885 Brucker Street

Ben and Anna Braymer
17961 Brucker Street

Dick and Diane Cromwell
18008 Brucker Street

Cathy Gamby and Curt Bobeldyk
17973 Brucker Street

Larry and Rochelle Gorey
17993 Brucker Street

Don and Pat Lipinski
14579 S. Highland Rd.

A. W. and Marcia Betts
14567 S. Highland Rd.

All data are from the Ottawa County GIS.

Adjacent Developed Properties

Parcel	Acreage
70-03-32-400-074	1.85
70-03-32-400-069	1.12
70-03-32-400-038	0.66
70-03-32-400-084	1.77
70-03-32-400-083	1.03
70-03-32-400-087	0.42
70-03-32-400-071	0.89
70-03-32-400-088	1.75
70-03-32-336-031	1.00
70-03-32-333-006	0.84
70-03-32-401-005	1.66
Average	1.18

Pine Island Drive	Acreage
	1.85
	0.97
	1.05
Average	1.29

Brucker Beach Woods

Lot	Acreage
1	0.46
2	0.44
3	0.54
4	0.55
5	1.11
6	0.71
7	0.49
Average	0.61

Hidden Acres

Lot	Acreage
3	2.1
4	1.17
6	1.66
7	1.66
Average	1.65

Dewberry Place

Parcel	Acreage
1	1.16
2	1.51
3	2.19
4	2.65
5	1.21
6	1.23
7	1.44
8	1.40
9	0.65
10	0.68
11	1.13
12	0.94
Average	1.35

From: William & Kima Johnson
17896 Hidden Acres Ln.
Grand Haven Township

To: Grand Haven Charter Township Planning Commission,

We appreciate the work the planning commission has put into the Brucken Beach Woods project. Although the project complies with the "letter of the law" for zoning rules, we still believe that by the "spirit of the law" a high density (or semi high density) project of this nature in this particular setting is still a tragedy to this area, both for the existing residents, & the wildlife that exists in the area. (As well as the Beach)

If an approval is considered, I would like to add that I believe a cluster of conifers (or any foliage that retains year around leafage) should be planted at

the end of the cul-de-sac, so as to block the view of oncoming headlights all day & night.

Kima & I have lived here for just shy of 26 yrs. We certainly understand that we will need to adjust to whatever project becomes approved, but would like the consideration of at the very least protection from the light intrusion by what is likely to be ten to twenty vehicles coming & going 24/7.

Thank you for your consideration.

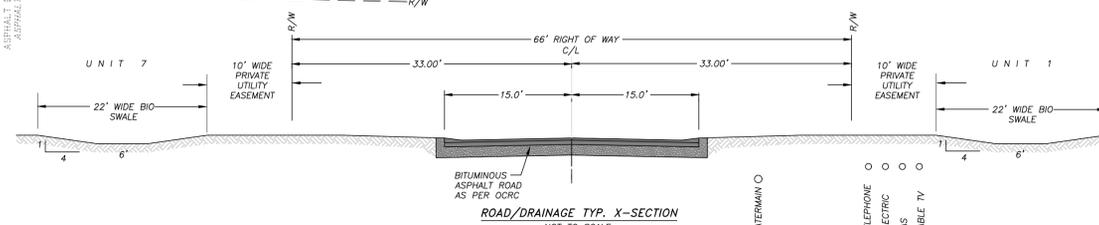
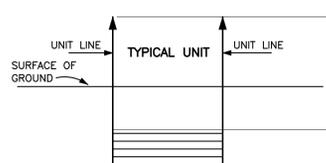
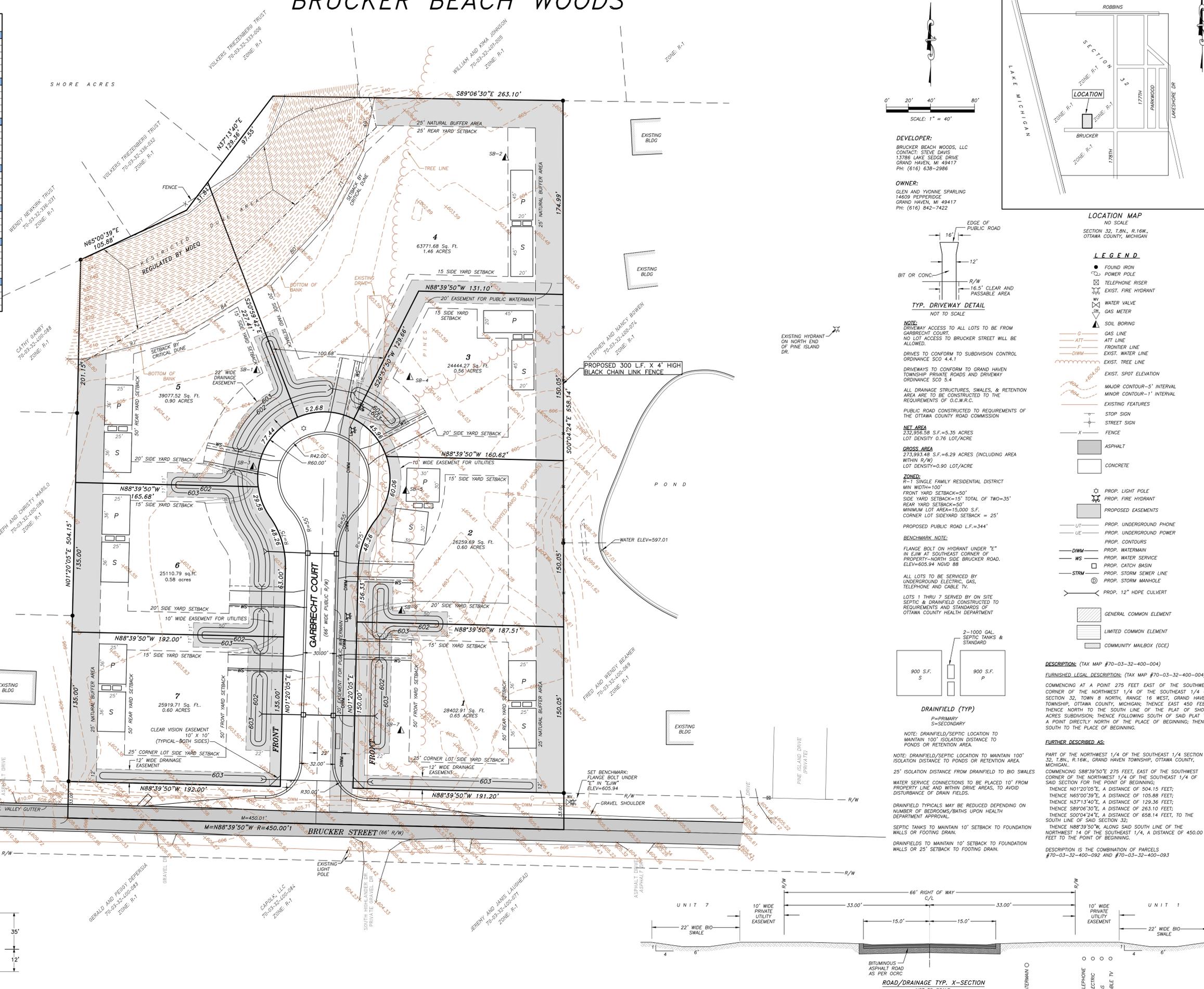
Kerna Johnson & Bill Johnson

BRUCKER BEACH WOODS

SOIL BORING LOG

Brucker Street Development
Grand Haven Township, Michigan

SB-1	08/11/2016
0' - 0.5'	Topsoil, medium to fine grained sand
0.5' - 1.7'	Fine-grained sand, light gray
1.7' - 3.0'	Fine-grained sand, brown
3.0' - 7.7'	Fine-grained sand, light tan
7.7'	Moist
Mottling observed at 2.7' (32")	
SB-2	08/11/2016
0' - 0.5'	Topsoil, medium to fine grained sand
0.5' - 1.1'	Fine-grained sand, brown
1.1' - 7.5'	Fine-grained sand, light tan
7.5'	Moist
Mottling observed at 3.1' (37")	
SB-3	08/19/2016
0' - 0.5'	Topsoil, medium to fine grained sand
0.5' - 1.5'	Fine-grained sand, light brown
1.5' - 2.0'	Fine-grained sand, brown
2.0' - 7.0'	Fine-grained sand, light tan
7.0'	Moist
Mottling observed at 2.8' (34")	
SB-4	08/19/2016
0' - 0.5'	Topsoil, medium to fine grained sand
0.5' - 2.0'	Fine-grained sand, tan
2.0' - 7.0'	Fine-grained sand, light tan
7.0'	Moist
Mottling observed at 2.8' (34")	
SB-5	08/19/2016
0' - 0.5'	Topsoil, medium to fine grained sand
0.5' - 1.5'	Fine-grained sand, tan
1.5' - 7.0'	Fine-grained sand, light tan
7.0'	Moist
Mottling observed at 2.7' (32")	
Water Table encountered at 7.0'	
SB-6	08/19/2016
0' - 0.5'	Topsoil, medium to fine grained sand
0.5' - 1.5'	Fine-grained sand, tan
1.5' - 7.0'	Fine-grained sand, light tan
7.0'	Moist
Mottling observed at 2.7' (32")	
SB-7	08/19/2016
0' - 0.5'	Topsoil, medium to fine grained sand
0.5' - 1.5'	Fine-grained sand, tan
1.5' - 6.0'	Fine-grained sand, light tan
6.0'	Moist
Mottling observed at 2.8' (34")	



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**"BRUCKER BEACH WOODS"
PRELIMINARY SITE CONDOMINIUM
SITE PLAN**

PROJECT NAME:
PART OF SE 1/4 SECTION 32, T.8N., R.16W., GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN

PROJECT: 04230-0001

SHEET: 1 OF 1

DATE: 8-05-16

DRAWN BY: NSS

CHECKED BY: NSS

DESIGNED BY: NSS

NO. DATE DESCRIPTION

1	9/8/16	CHNG LOTS 6&7 WITHIN ESMT	ELS	SW	9/8/16
2	9/13/16	ADD NOTES & PROPOSED CONTOURS	ELS	SW	9/13/16
3	9/19/16	ADD UPDATED SOIL BORING CHART	ELS	SW	9/19/16
4	10/4/16	ADD CURVE DATA	CAG	SW	10/4/16
5	10/5/16	UPDATE "PRIVATE" TO "PUBLIC"	CAG	SW	10/5/16
6	11-09-16	REV. AS PER TOWNSHIP REVIEW	NSS	SW	11-09-16
7	11-22-16	REMOVE SIDEWALK/ADD FENCE	NSS	WAV	11-22-16

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MASTER DEED
OF
BRUCKER BEACH WOODS CONDOMINIUM
(Pursuant to the Michigan Condominium Act, MCL 559.101 et seq.)

Ottawa County Condominium Subdivision Plan No. _____ containing:

1. Master Deed establishing Brucker Beach Woods Condominium;
2. Schedule A to Master Deed: Condominium Bylaws;
3. Schedule B to Master Deed: Condominium Subdivision Plan;
4. Schedule C to Master Deed: Affidavit of Mailing for Notices required by MCL 559.171;
5. Schedule D to Master Deed: Consent of Mortgagor to Submission of Real Estate to Condominium.

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

This document drafted by, and after recording should be return to:
Robert E. Robbins (P37827)
ROBERT E. ROBBINS, P.C.
1475 Robbins Road, Suite 100
Grand Haven, Michigan 49417
Phone: 616.846.9400

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Schedule B - Condominium Subdivision Plan for Brucker Beach Woods Condominium

Schedule C - Affidavit of Mailing for Notices Required by MCL 559.171

Schedule D – Consent of Mortgagee to Submission of Real Estate to Condominium

MASTER DEED

Of

BRUCKER BEACH WOODS CONDOMINIUM

This Master Deed is signed and delivered on the _____ day of _____, 2016, by Brucker Beach Woods, LLC, a Michigan limited liability company, of 13786 Lake Sedge, Grand Haven, Michigan 49417 (Developer), on the terms and conditions set forth below.

Section 1.

ESTABLISHMENT OF CONDOMINIUM

1.1 Project. Developer is engaged in the development of a condominium project to be known as BRUCKER BEACH WOODS CONDOMINIUM (the Project), in the Township of Grand Haven, Ottawa County, Michigan, on a parcel of land as described in section 2.

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

1.3 Project Description. The Project is a single-family residential site condominium. The Condominium units that may be developed in the Project, including the number, boundaries, dimensions, and area of each unit (Unit), are shown on the Condominium Subdivision Plan attached as Schedule B. Each of the Units is capable of individual use by reason of having its own entrance from and exit to a public road.

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

Section 2.

LEGAL DESCRIPTION OF THE PROPERTY

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

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

Section 3.

DEFINITIONS

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

- a. *Act or Condominium Act* means the Michigan Condominium Act, MCL 559.101 et seq. as amended.
- b. *Association or Association of Owners* means Brucker Beach Woods Condominium Association, the Michigan nonprofit corporation of which all Owners shall be members, which shall administer, operate, manage, and maintain the Project.
- c. *Association Bylaws* means the corporate bylaws of the Association organized to manage, maintain, and administer the Project.

d. *Common Elements* means the portions of the Project other than the Condominium Units, including all general and limited common elements described in section 4 of this Master Deed.

e. *Condominium Bylaws* means Schedule A to this Master Deed, which are the bylaws that describe the substantive rights and obligations of the Owners.

f. *Condominium Documents* means this Master Deed with its schedules, the Articles of Incorporation and Bylaws of the Association, the Rules and Regulations, if any, adopted by the board of directors of the Association, and any other document that affects the rights and obligations of an Owner in the Condominium.

g. *Condominium Property* or *Property* means the land referenced in section 2, as that may be amended, together with all structures, improvements, easements, rights, and appurtenances on or belonging to the Condominium Property.

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

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

j. *Owner* means the person, firm, corporation, partnership, association, trust, other legal entity, or combination of entities that owns a Condominium Unit in the Project, including both the vendees and vendors of any land contract of purchase.

k. *Developer* means Brucker Beach Woods, LLC, a Michigan limited liability company, which has signed, delivered, and recorded this Master Deed, and its successors and assigns.

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

m. *General Common Elements* means the Common Elements described in section 4.1, which are for the use and enjoyment of all Owners in the Project.

n. *Limited Common Elements* means the Common Elements described in section 4.2, which are reserved for the exclusive use of the Owners of a specified Unit or Units.

o. *Master Deed* means this document, together with the forms and schedules attached to it, and all amendments that may be adopted in the future, pursuant to which the Project is being submitted to condominium ownership.

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

q. *Project or Condominium* means Brucker Beach Woods Condominium, a residential site condominium development of seven (7) Units established under the provisions of the Act.

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

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

Section 4.

COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are

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

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

c. **Electrical.** the electrical transmission system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within a Unit's boundaries;

d. **Gas.** the natural gas line network and distribution system throughout the Project, up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within a Unit's boundaries;

e. **Water.** the water distribution system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within a Unit's boundaries;

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

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

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

i. **Project Entrance Improvements.** any entry signage and other improvements located at or near the entrance to the Project; and

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

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

4.2 Limited Common Elements. The Limited Common Elements are

a. **Utility Service Lines.** the pipes, ducts, wiring and conduits supplying service to or from a Unit for electricity, gas, water, sewage, telephone, television and other utility or telecommunication or data services, up to and including the point of lateral connection with a General Common Element of the Project or utility line or system owned by the local public authority or company providing the service;

b. **Subterranean Land.** the subterranean land located within Unit boundaries, from and below a depth of 12 feet as shown on Schedule B, including all utility and supporting lines located on or beneath that land;

c. **Subsurface Improvements.** the portion of any footing or foundation extending more than 12 feet below surrounding grade level;

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

g. **Delivery Boxes.** the mail and/or paper box that is located on a Unit or is permitted by the Association to be located on the General Common Elements to serve a Condominium Unit;

h. **Yard Lights.** the yard lights and bulbs installed on each Unit's yard area to illuminate the house number and driveway of that Unit;

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

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

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

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

a. **Limited Common Elements.** Each Owner shall be individually responsible for the routine cleaning, snow removal, maintenance, repair, and replacement of all Limited Common Elements appurtenant to the Owner's Unit except as herein provided otherwise.

b. **Unit Improvements and Other Owner Responsibilities.** Unless otherwise stated in this Master Deed, Unit Owners shall be responsible for the maintenance, repair, and replacement of all structures and improvements and the maintenance and mowing of all yard areas situated within the boundaries of a Unit. Unit Owners shall also be responsible for snow removal of that portion of the General Common Element sidewalk (if any) crossing their respective Unit. If an Owner elects, with the prior written consent of the Association, to construct or install any improvements within a Unit or on the Common Elements that increase the costs of maintenance, repair, or replacement for which the Association is responsible, those increased costs or expenses may, at the option of the Association, be specially assessed against the Unit.

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

d. **Other Common Elements.** The cost of cleaning, decoration, maintenance, repair, and replacement of all Common Elements other than that described above (including the mowing of all lawn areas accessible to large mowing equipment and the snow plowing of all drives and driveways accessible to truck-mounted equipment) shall be the responsibility of the Association, except for repair or replacement due to an act or the neglect of an Owner or an Owner's agent, invitee, family member, or pet.

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

f. **Assessment of Costs.** All costs incurred by the Association or Developer in performing any maintenance functions that are the primary responsibility of an Owner shall be charged to the affected Owner or Owners on a reasonably uniform basis and collected in accordance with the assessment procedures established by the Condominium Bylaws. A lien for nonpayment shall attach to Owner's Unit for any such charges, as with regular assessments, and may be enforced by the use of all means available to the Association under the Condominium Documents or by law for the collection of assessments, including, without limitation, legal action, foreclosure of the lien securing payment, and the imposition of fines.

4.4 Assignment of Limited Common Elements. A Limited Common Element may be assigned or reassigned by written application to the board of directors of the Association by all Owners whose interest will be affected by the assignment. On receipt and approval of an application, the board shall promptly prepare and execute an amendment to this Master Deed assigning or reassigning all rights and obligations with respect to the Limited Common Elements involved and shall deliver the amendment to the Owners of

the Units affected on payment by them of all reasonable costs for the preparation and recording of the amendment.

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

4.6 Boundary Relocation. The boundaries of two or more adjacent Units may be relocated by amendment of the Master Deed in accordance with the provisions of MCL 559.148, provided that the expense of preparing the amendment is paid in full by the Owner or Owners desiring to relocate the boundaries.

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

Section 5.

UNITS

5.1 Description of Units. A complete description of each Unit in the Project, with elevations referenced to an official benchmark of the U.S. Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in the Subdivision Plan as surveyed by the Project's consulting engineers and surveyors. Each Unit shall include all the space within the Unit boundaries and above to a depth of 12 feet below and a height of 35 feet above the surface as shown on Schedule B, together with all appurtenances to the Unit.

5.2 Percentage of Value. The total percentage value of the Project is 100, and the Percentage of Value assigned to each of the Condominium Units in the Project shall be equal to every other Unit. The determination that Percentages of Value for all Units should be equal was made by the Developer after reviewing the comparative characteristics of each Unit, including those that may affect maintenance costs, and concluding that the Units should each have an equal Percentage of Value. The Percentage

of Value assigned to each Unit shall be changed only in the manner permitted by section 8, expressed in an Amendment to this Master Deed and recorded in the register of deeds office in the county where the Project is located.

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

Section 6.

NONEXPANDABILITY OF THE CONDOMINIUM

The Project is not an expandable project under the Michigan Condominium Act.

Section 7.

NONCONTRACTIBILITY OF CONDOMINIUM

The Condominium is not a contractible project under the Michigan Condominium Act.

Section 8.

EASEMENTS

8.1 Easements for Maintenance and Repair. If any portion of a Unit or Common Element encroaches on another Unit or Common Element due to the shifting, settling, or moving of a building or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment for so long as the encroachment exists and for the maintenance of the encroachment after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association (or Developer during the Development and Sale Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible or for which it may elect to assume responsibility, and there shall be easements to, through, and over those portions of the land (including the Units) as may be

reasonable for the installation, maintenance, and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at reasonable times for the installation, repair, or maintenance of those services; and any costs incurred in the opening or repairing of any Common Element or other improvement to install, repair, or maintain common utility services to the Project shall be an expense of administration assessed against all Owners in accordance with the Condominium Bylaws.

8. 2 Easements Reserved by Developer. Developer reserves nonexclusive easements for the benefit of itself and its successors and assigns, which may be used at any time or times, to use, tap, tie into, extend, or enlarge all utility lines and mains, public and private, located on the land described in Section 2 for the benefit of real property in which Developer or any affiliated entity owns an interest that adjoins the Project. The easements described in this section are subject to payment by the owners of the benefited property of a reasonable share of the cost of maintenance and repair of the improvements constructed on the easements.

Section 9.

AMENDMENT, TERMINATION, AND WITHDRAWAL

9.1 Preconveyance Amendments. If there is no Owner other than Developer, Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting an amendment to the Master Deed or the Condominium Bylaws or a termination of the Project shall be recorded in the register of deeds office in the county where the Project is located.

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

a. **Nonmaterial Changes.** An amendment may be made without the consent of any Owner or mortgagee if the amendment does not materially alter or change the rights of any Owner or mortgagee of a Unit in the Project, including, but not limited to, (i) amendments to modify the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements; (ii) amendments correcting survey or other errors in the Condominium Documents; or (iii) amendments to facilitate conventional mortgage loan financing for existing or prospective Owners and enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, or any other agency of the federal government or the State of Michigan.

b. **Material Changes.** An amendment may be made even if it will materially alter or change the rights of the Owners with the consent of not less than two-thirds of the Owners and, to the extent required by law, mortgagees. However, an Owner's Unit dimensions or Limited Common Elements may not be modified without that Owner's consent, nor may the method or formula used to determine the percentage of value of

Units in the Project for other than voting purposes be modified without the consent of each affected Owner and mortgagee. Rights reserved by Developer, including without limitation rights to amend for purposes of contraction or modification of units, shall not be amended without the written consent of Developer so long as Developer or its successors continue to own and to offer for sale any Unit in the Project.

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

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

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

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

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

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

c. **Association Assets.** On recordation of a document terminating the Project, any rights the Owners may have to the net assets of the Association shall be in proportion

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

d. **Notice to Interested Parties.** Notification of termination by first-class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lienholders, and prospective purchasers who have deposited funds.

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

Section 11.

ASSIGNMENT OF DEVELOPER RIGHTS

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

This Master Deed has been signed by Developer and shall be effective as of the date stated on page 1.

BRUCKER BEACH WOODS, LLC, a
Michigan limited liability company
- DEVELOPER

By _____
Steve Davis, its sole Member

STATE OF MICHIGAN)
) ss
OTTAWA COUNTY)

Acknowledged before me in Ottawa County, Michigan, on this _____ day of _____, 2016, by Steve Davis, sole Member, on behalf of the Developer, Brucker Beach Woods, LLC, a Michigan limited liability company, personally known to me.

/s/ _____
Robert E. Robbins, Notary Public
State of Michigan, County of Ottawa
My commission expires September 17, 2018.

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

BRUCKER BEACH WOODS

BEING PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4,
SECTION 32, TOWN 8 NORTH, RANGE 16 WEST, TOWNSHIP OF
GRAND HAVEN, COUNTY OF OTTAWA, STATE OF MICHIGAN

DEVELOPER:
BRUCKER BEACH WOODS, LLC
13786 LAKE SEDGE DRIVE
GRAND HAVEN, MI 49417
CONTACT: STEVE DAVIS
PHONE: (616) 638-2986

ENGINEER:
WESTSHORE CONSULTING
2534 BLACK CREEK ROAD
MUSKEGON, MI. 49444-2674

CONDOMINIUM SUBDIVISION PLANS SHALL BE
NUMBERED CONSECUTIVELY WHEN RECORDED BY
THE REGISTER OF DEEDS AND SHALL BE
DESIGNATED _____ COUNTY
SUBDIVISION PLAN NUMBER _____.

DESCRIPTION:

DESCRIPTION: (TAX MAP #70-03-32-400-004)

FURNISHED LEGAL DESCRIPTION: (TAX MAP #70-03-32-400-004)

COMMENCING AT A POINT 275 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWN 8 NORTH, RANGE 16 WEST, GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN; THENCE EAST 450 FEET; THENCE NORTH TO THE SOUTH LINE OF THE PLAT OF SHORE ACRES SUBDIVISION; THENCE FOLLOWING SOUTH OF SAID PLAT TO A POINT DIRECTLY NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH TO THE PLACE OF BEGINNING.

FURTHER DESCRIBED AS:

PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 SECTION 32, T.8N., R.16W., GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN.. COMMENCING S88°39'50"E 275 FEET, EAST OF THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION FOR THE POINT OF BEGINNING;

- THENCE N01°20'05"E, A DISTANCE OF 504.15 FEET;
- THENCE N65°00'39"E, A DISTANCE OF 105.88 FEET;
- THENCE N37°13'40"E, A DISTANCE OF 129.36 FEET;
- THENCE S89°06'30"E, A DISTANCE OF 263.10 FEET;
- THENCE S00°04'24"E, A DISTANCE OF 658.14 FEET, TO THE SOUTH LINE OF SAID SECTION 32;
- THENCE N88°39'50"W, ALONG SAID SOUTH LINE OF THE NORTHWEST 14 OF THE SOUTHEAST 1/4, A DISTANCE OF 450.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 6.29 ACRES, MORE OR LESS.

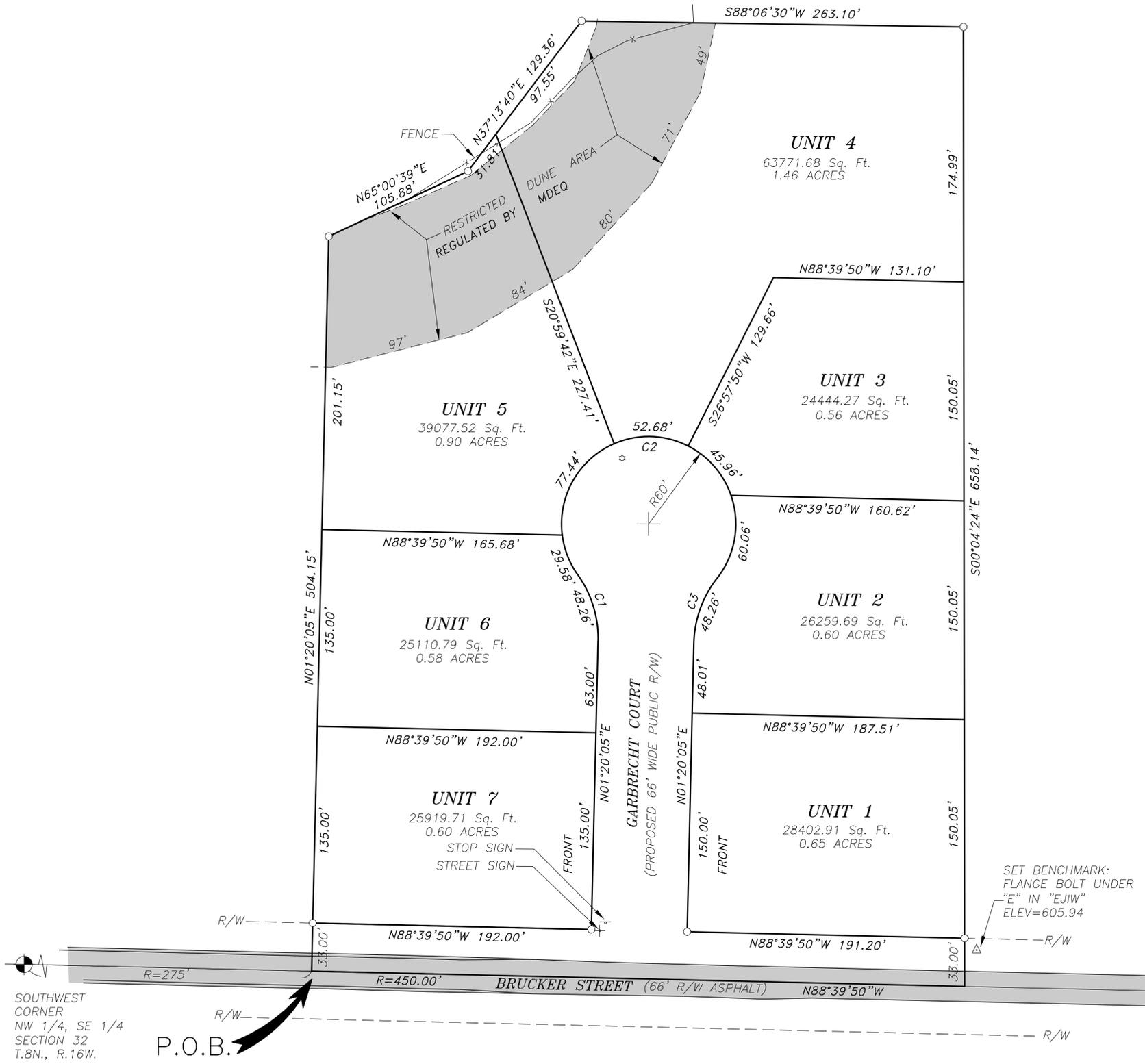
DESCRIPTION IS THE COMBINATION OF PARCELS #70-03-32-400-092 AND #70-03-32-400-093

SHEET INDEX

1	COVER SHEET
2	SURVEY PLAN
3	SITE PLAN & CROSS SECTION
4	UTILITY PLAN

STEPHEN V. VALLIER LLS 28428 DATE:
WESTSHORE CONSULTING
2534 BLACK CREEK ROAD
MUSKEGON, MI. 49444-2674

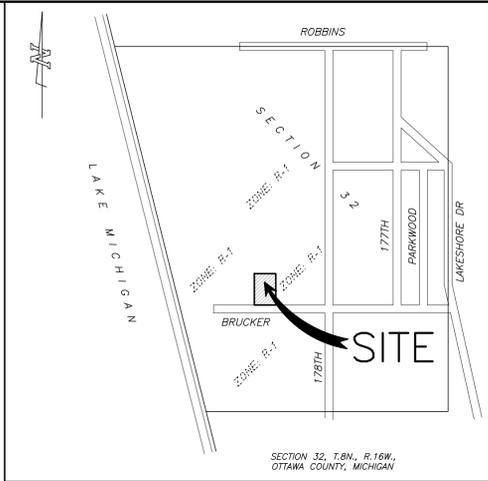
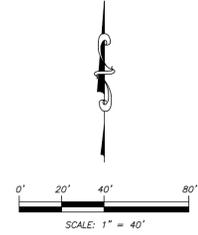
DRAWN BY: ELS	DATE: 10/10/16	NO. 1	DATE: 10/10/16	NO. 1	DATE: 10/10/16
CHECKED BY: SVV	DATE: 9/8/16	NO. 2	DATE: 11-14-16	NO. 2	DATE: 11-14-16
DESIGNED BY: MDM/GPB	DATE: 10/10/16	NO. ???	DATE: ???	NO. ???	DATE: ???
WESTERN MICHIGAN OFFICE		2534 Black Creek Road Muskegon, MI 49444 Ph: (231) 777-3447 E-mail: westshore@wsc.com		WESTSHORE CONSULTING Engineers • Scientists • Surveyors • Planners	
PROPRIETOR: BRUCKER BEACH WOODS, LLC 13786 LAKE SEDGE DRIVE GRAND HAVEN, MI 49417		PROJECT NAME: "BRUCKER BEACH WOODS" SITE CONDOMINIUM PART OF SECTION 32, T8N, R16W, OTTAWA COUNTY, MICHIGAN		COVER SHEET	
PROJECT # 04230-0001		SHEET # 1 OF 4		© 2016	



SOUTHWEST CORNER
NW 1/4, SE 1/4
SECTION 32
T.8N., R.16W.

P.O.B.

SET BENCHMARK:
FLANGE BOLT UNDER
"E" IN "EJIW"
ELEV=605.94



NOTES

- BOUNDARY AS SHOWN PER NAD 83 MICHIGAN STATE PLANE CO-ORDINATES SOUTH ZONE
- BENCHMARK INFORMATION:
FLANGE BOLT UNDER "E" IN EJIW
ELEV=605.94' U.S.G.S. DATUM
- FLOOD PLAIN INFORMATION
SUBJECT DOES NOT LAY WITHIN A DESIGNATED FLOOD ZONE BY FEMA MAP OF GRAND HAVEN TOWNSHIP COMMUNITY
PANEL #26139C0086E DATED: 12/16/11

LEGEND

- = LIMITS OF OWNERSHIP
- 19 = UNIT NUMBER
- = SET CONCRETE MONUMENT
- △ = BENCHMARK
- x — = FENCE

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD	DIRECTION	DELTA
C1	48.26'	75.00'	47.43'	N17°16'01"W	36°52'06"
C2	265.72'	60.00'	96.00'	N88°39'55"W	253°44'23"
C3	48.26'	75.00'	47.43'	S19°46'10"W	36°52'06"

SURVEYOR'S CERTIFICATE:
I, STEPHEN V. VALLIER, LICENSED LAND SURVEYOR OF THE STATE OF MICHIGAN HEREBY CERTIFY:
THAT THE SUBDIVISION PLAN KNOWN AS BRUCKER BEACH WOODS CONDOMINIUM PLAN NO. _____, GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, STATE OF MICHIGAN, AS SHOWN ON THE ACCOMPANYING DRAWINGS REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND THE PROPERTY HEREIN DESCRIBED.
THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.
THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.
THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

STEPHEN V. VALLIER LLS 28428 DATE:
WESTSHORE CONSULTING
2534 BLACK CREEK ROAD
MUSKEGON, MI. 49444-2674

DATE	NO.	DATE	DESCRIPTION
10/10/16	1	10/10/16	11-14-16
10/10/16	2	11-14-16	
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WESTSHORE CONSULTING
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PROPRIETOR:
BRUCKER BEACH WOODS, LLC
13786 LAKE SEBASTIAN DRIVE
GRAND HAVEN, MI 49417

PROJECT NAME:
"BRUCKER BEACH WOODS" SITE CONDOMINIUM
PART OF SECTION 32, T.8N., R.16W., OTTAWA COUNTY, MICHIGAN

SURVEY SHEET

PROJECT # 04230-0001
SHEET # 2 OF 4

CONDOMINIUM BYLAWS
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(Draft as of 10/13/2016)
(Revised as of 11/22/2016)

CONDOMINIUM BYLAWS

BRUCKER BEACH WOODS CONDOMINIUM

Section 1.

ASSOCIATION OF OWNERS

1.1 Organization. Brucker Beach Woods Condominium is a residential site condominium project located in the Township of Grand Haven, Ottawa County, Michigan, being developed in a single phase, to comprise a maximum of seven (7) single family residential building sites. On the recording of the Master Deed, the management, maintenance, operation, and administration of the Project shall be vested in an Association of Owners organized as a nonprofit corporation under the laws of the State of Michigan. The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Owners, prospective buyers, mortgagees, and prospective mortgagees of Units in the Project.

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

Section 2.

MEMBERSHIP AND VOTING

2.1 Membership. Each Owner of a Unit in the Project shall be a member of the Association during the period of ownership, and no other person or entity other than an Owner shall be entitled to membership. The share of a member in the funds and

assets of the Association may be assigned, pledged, or transferred only as an appurtenance to a Unit.

2.2 Voting Rights. Each Owner will be entitled to one vote for each Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages assigned to the Unit or Units owned, when voting by value. Voting shall be by number except when the Master Deed or Bylaws specifically require voting to be by number and value, and no cumulation of votes shall be permitted.

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

2.4 Designation of Voting Representative. The person entitled to cast the vote for each Unit and to receive all notices and other communications from the Association shall be designated by a certificate signed by all the record owners of a Unit and filed with the secretary of the Association. The certificate shall state the name and address of the individual representative designated; the number of the Unit owned; and the name and address of the person or persons, firm, corporation, partnership, association, trust, or other legal entity who is the Unit owner. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until a change has occurred in the ownership of the Unit.

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

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

Section 3.

MEETINGS AND QUORUM

3.1 Initial Meeting of Members. The initial meeting of the members of the Association may be convened only by the Developer and may be called at any time after two or more of the Units in Phase I of the Project have been sold and the buyers qualified as members of the Association. In no event, however, shall the initial

meeting be called later than (a) 120 days after the conveyance of legal or equitable title to nondeveloper Owners of 75 percent of the total number of Units that may be created in the Project or (b) 54 months after the first conveyance of legal or equitable title to a nondeveloper Owner of a Unit, whichever first occurs, at which meeting the eligible Owners may vote for the election of directors of the Association. The maximum number of Units that may be added to the Project under section 6 of the Master Deed shall be included in the calculation of the number of Units that may be created. Developer may call meetings of members of the Association for informational or other appropriate purposes before the initial meeting, but no such informational meeting shall be construed as the initial meeting of members.

3.2 Annual Meeting of Members. After the initial meeting has occurred, annual meetings of the members shall be held in each year on a date and at a time and place selected by the Board of Directors. At least 20 days before the date of an annual meeting, written notice of the date, time, place, and purpose of the meeting shall be mailed or delivered to each member entitled to vote at the meeting; but no less than 30 days written notice shall be provided to each member of any proposed amendment to these Bylaws or to other recorded Condominium Documents.

3.3 Advisory Committee. Within one year after the initial conveyance by Developer of legal or equitable title to an Owner of a Unit in the Project or within 120 days after conveyance of one-third of the total number of Units that may be created in the Project, whichever first occurs, Developer shall select two or more persons from the nondeveloper Owners to serve as an advisory committee to the Board of Directors (the Advisory Committee). The purpose of the Advisory Committee is to facilitate communication between the Developer-appointed Board of Directors and the nondeveloper Owners and to aid in the ultimate transition of control to the Owners. The members of the Advisory Committee shall serve for one year or until their successors are selected, and the Committee shall automatically cease to exist at the Transitional Control Date. The Board of Directors and the Advisory Committee shall meet with each other at the request of the Advisory Committee, but there shall be not more than two such meetings each year unless both parties agree.

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

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

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

3.7 Quorum of Members. The presence in person or by proxy of 50 percent of the Owners entitled to vote shall constitute a quorum of members. The written vote of an Owner properly furnished at or before a meeting at which the Owner is not present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question on which the vote is cast.

Section 4.

ADMINISTRATION

4.1 Board of Directors. The business, property, and affairs of the Association shall be managed by a board of directors (the Board of Directors) to be elected in the manner described in these Bylaws. The directors designated in the Articles of Incorporation shall serve until their successors have been duly elected and qualified at the initial meeting of members. All actions of the first Board of Directors designated in the Articles of Incorporation or any successors to the directors selected by Developer before the initial meeting of members shall be binding on the Association as though the actions had been authorized by a Board of Directors elected by the members of the Association so long as the actions are within the scope of the powers and duties that a Board of Directors may exercise under the Condominium Documents. A service contract or management agreement entered into between the Association and Developer or affiliates of Developer shall be voidable without cause by the Board of Directors on the Transitional Control Date or within 90 days after the initial meeting has been held and on 30 days' notice at any time for cause.

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

- a. care, upkeep, and maintenance of the Common Elements
- b. development of an annual budget and the determination, levy, and collection of assessments required for the operation and affairs of the Condominium
- c. employment and dismissal of contractors and personnel as necessary for the efficient management and operation of the Condominium Property
- d. adoption and amendment of rules and regulations governing the use of the Condominium Property not inconsistent with these Bylaws
- e. opening bank accounts, borrowing money, and issuing evidences of indebtedness in furtherance of the purposes of the Association and designating signatories required for those purposes
- f. obtaining insurance for the Common Elements, the premiums of which shall be an expense of administration
- g. granting licenses for the use of the Common Elements for purposes not inconsistent with the provisions of the Act or of the Condominium Documents
- h. authorizing the execution of contracts, deeds of conveyance, easements, and rights-of-way affecting any real or personal property of the Condominium on behalf of the Owners
- i. making repairs, additions, and improvements to or alterations of the Common Elements and repairs to and restoration of the Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings
- j. asserting, defending, or settling claims on behalf of all Owners in connection with the Common Elements of the Project and, on written notice to all Owners, instituting actions on behalf of and against the Owners in the name of the Association
- k. further duties as may be imposed by resolution of the members of the Association or that may be required by the Condominium Documents or the Act

4.3 Books of Account. The Association shall keep books and records containing a detailed account of the expenditures and receipts of administration, which will specify

the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and its members. The accounts shall be open for inspection by the Owners and their mortgagees during reasonable hours. The Association shall also prepare and distribute a financial statement to each Owner at least once a year, the contents of which will be defined by the Association. The books and records shall be reviewed annually and audited at times required by the Board of Directors by qualified independent accountants (who need not be certified public accountants), and the cost of the review or audit shall be an expense of administration.

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

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

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

4.5 Reserve Fund. The Association shall maintain a reserve fund, to be used for major repairs and replacement of the Common Elements, as provided by MCL 559.205. The fund shall be established in the minimum amount required on or before the Transitional Control Date and shall, to the extent possible, be maintained at a level that is equal to or greater than 10 percent of the then current annual budget of the Association on a noncumulative basis. The minimum reserve standard required by this section may prove to be inadequate, and the Board should carefully analyze the Project from time to time to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes.

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

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

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

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

Section 5.

ASSESSMENTS

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

Common Elements or the administration of the Common Elements shall be receipts of administration.

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

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

b. **Budget Adjustments.** If the Board of Directors determines at any time, in its sole discretion, that the initial assessments levied are insufficient (i) to pay the costs of operation and maintenance of the Common Elements, (ii) to provide for the replacement of existing Common Elements, (iii) to provide for additions to the Common Elements not exceeding \$5,000 annually, or (iv) to respond to an emergency or unforeseen development; the Board is authorized to increase the initial assessment or to levy any additional assessments it deems necessary for such purposes. The discretionary authority of the Board of Directors to levy additional assessments will rest solely with the Board of Directors for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

c. **Special Assessments.** The Board of Directors may make special assessments in excess of those permitted by subsections (a) and (b) from time to time following the approval of the Owners as provided in this subsection to meet other needs or requirements of the Association, including but not limited to (i) assessments for additions to the Common Elements costing more than \$5,000 in any year, (ii) assessments to purchase a Unit on foreclosure of the lien described in section 5.5, or (3) assessments for any other appropriate purpose not specifically described. Special assessments referred to in this subsection (but not those assessments referred to in subsections (a) and (b), which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of 67 percent or more (in number and in value) of all Owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

5.3 Apportionment of Assessments. All assessments levied against the Unit Owners to cover expenses of administration shall be apportioned among and paid by the Owners in accordance with the Percentage of Value allocated to each Unit in the

Master Deed and any other assessment provisions in the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Unless the Board elects some other periodic payment schedule, annual assessments will be payable by Owners in annual installments, commencing with the acceptance of a deed to or a land contract vendee's interest in a Unit or with the acquisition of title to a Unit by any other means. The payment of an assessment will be in default if the assessment, or any part, is not received by the Association in full on or before the due date for the payment established by rule or regulation of the Association. However, the Board of Directors, including the first Board of Directors appointed by Developer, may relieve a Unit Owner who has not constructed a residence within a Unit from payment, for a limited period of time, of all or some portion of the assessment for the Unit's respective allocable share of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments for nonresident Owners until those Owners begin to use the Common Elements on a regular basis.

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

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

a. **Legal Remedies.** In the event of default by any Owner in paying the assessed common charges, the Board may declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. In addition, the Board may impose reasonable fines or charge interest at the legal rate on assessments from and after the due date. Unpaid assessments, together with interest on the unpaid assessments, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorney fees, and fines in accordance with the Condominium Documents, shall constitute a lien on the Unit prior to all other liens except tax liens in favor of any state or federal taxing authority and sums unpaid on a mortgage of record recorded before the recording of any notice of lien by the Association; and the Association may enforce the collection of all sums due by suit at law for a money judgment or by foreclosure of the liens securing payment as provided by MCL 559.208. In a

foreclosure proceeding, whether by advertisement or by judicial action, the Owner or anyone claiming under the Owner shall be liable for assessments charged against the Unit that become due before the redemption period expires, together with interest, advances made by the Association for taxes or other liens to protect its lien, costs, and reasonable attorney fees incurred in their collection.

b. Sale of Unit. On the sale or conveyance of a Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the buyer in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A buyer or grantee may request a written statement from the Association for the amount of unpaid assessments levied against the Unit being sold or conveyed, and the buyer or grantee shall not be liable for, nor shall the Unit sold or conveyed be subject to, a lien for any unpaid assessments in excess of the amount stated in a written response from the Association. However, unless the buyer or grantee requests a written statement from the Association at least five days before the sale as provided in the Act, the buyer or grantee shall be liable for any unpaid assessments against the Unit together with interest, late charges, fines, costs, and attorney fees.

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

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

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

a. Pret turnover Expenses. Before the Transitional Control Date, it will be Developer's responsibility to keep the books balanced and to avoid any continuing deficit in operating expenses, but the Developer shall not be responsible for the payment of general or special assessments. At the time of the initial meeting, Developer will be liable for the funding of any continuing deficit of the Association that was incurred before the Transitional Control Date.

b. **Postturnover Expenses.** After the Transitional Control Date and continuing for any remaining Development and Sales Period, Developer shall not be responsible for the payment of either general or special assessments levied by the Association on Units owned by Developer until construction of a building on a Unit is commenced.

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

Section 6.

TAXES, INSURANCE, AND REPAIR

6.1 Real Property Taxes. Real property taxes and assessments shall be levied against the individual Units and not against the Property of the Project or any phase of the Project, except for the calendar year in which the Project or phase is established. Taxes and assessments that become a lien against the Property in the year in which the Project was established shall be expenses of administration and shall be assessed against the Units located on the land with respect to which the tax or assessment was levied in proportion to the Percentage of Value assigned to each Unit. Real property taxes and assessments levied in any year in which a vacation of the Project occurs shall be assessed only against the individual Units. For tax and special assessment purposes, no Unit shall be combined with any other Unit or Units, and no assessment of any fraction of a Unit or combination of any Unit with other whole or partial Units shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made, whether the Unit is owned by an individual or multiple Owners. Taxes for real property improvements made to or within a specific Unit shall be assessed against that Unit only, and each Unit shall be treated as a separate, single parcel of real property for purposes of property taxes and special assessments.

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

a. **Owner Responsibilities.** Each Owner will be responsible for obtaining casualty insurance coverage at the Owner's expense with respect to the residence and all other improvements constructed or located within the perimeters of the

Owner's Unit and for the Limited Common Elements appurtenant to the Owner's Unit. It shall also be each Owner's responsibility to obtain insurance coverage for the Owner's personal property within the Owner's Unit or elsewhere on the Condominium, for personal liability for occurrences within the Owner's Unit or on the Limited Common Elements appurtenant to the Owner's Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of the Owner's residence. All insurance carried by the Association or any Owner shall contain provisions permitting the waiver of the right of subrogation for any claims against any Owner or the Association for insured losses.

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

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

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

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

f. Premium Expenses. Unless otherwise provided, all premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration of the Association.

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

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

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

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

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

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

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

b. **Common Elements.** In the event of the taking of all or any portion of the General Common Elements, the condemnation proceeds relative to the taking shall be paid to the Association for use by or distribution to its members. The affirmative vote of 80 percent or more of the Owners in number and in value shall determine whether to rebuild, repair, or replace the portion taken or to take another action.

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

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

e. **Inconsistent Provisions.** To the extent not inconsistent with the provisions of this section, MCL 559.233 shall control on any taking by eminent domain.

Section 7.

CONSTRUCTION REQUIREMENTS

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

7.2 Developer Approvals. During the Development and Sales Period, no residences, buildings, fences, walls, drives, walks, or other improvements shall be commenced, erected, or maintained; no addition to or external change in the appearance of any structure shall be made (including color and design); and no hedges, trees, plantings, or landscaping modifications shall be made until plans or specifications acceptable to Developer, showing the nature, kind, shape, height, materials, color scheme, location, and approximate cost of the structure or improvement and the grading and landscaping plan of the area to be affected, have been submitted to and approved in writing by Developer. Developer shall have the right to refuse to approve any plans or specifications, including the grading and landscaping plans, which are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on such specifications or grading or landscaping plans, Developer shall have the right to take

into consideration the suitability of the proposed structure, improvement, or modification; the site on which it is proposed to be erected; and the degree of harmony with the Condominium as a whole.

7.3 Review Committee. Developer has or will establish an architectural and landscaping review committee (the Review Committee). The mission of the Review Committee is to ensure that all plans submitted for review, and all subsequent exterior changes or modifications, including landscaping design and implementation, meet the criteria established in the design standards. The design standards for the Project are intended to provide a compatible neighborhood image.

7.4 Architectural/Landscaping Review. Following the Development and Sales Period, no residence, structure, landscaping, or other improvements shall be constructed within a Unit or elsewhere on the Property and no exterior modification shall be made to any existing residence, structure, landscaping, or improvement unless plans and specifications containing whatever detail the Review Committee reasonably requires has first been approved in writing by the Review Committee. The Review Committee shall have the right to refuse to approve any plans and specifications, color or material applications, grading or landscaping plans, or building location plans that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on the plans and specifications, the Review Committee shall have the right to take into consideration the suitability of the proposed structure, improvement, or modification, the site on which it is proposed to be constructed, the proposed location of any improvement within the Unit, the location of structures within adjoining Units and the degree of harmony with the Condominium as a whole.

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

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

- a. **Construction Materials.** Each residence shall be finished with wood, hardy board, masonry (brick/stone), or vinyl exterior, including windows with exteriors clad with either aluminum or vinyl. 3" horizontal vinyl is not allowed on the front of a residence.

Exposed chimneys shall be constructed of brick, stone; and exposed concrete masonry on all other visible improvements shall also be finished with brick, stone, or vinyl. Roofs must be of either shingle construction using cedar, fiberglass, or asphalt shingles, or metal roofing. Driveways must be of concrete. Any children's play areas and decorative fencing shall be constructed primarily of vinyl, wood or have a composite material with a wood appearance. All exterior paints, stains, and material colors must be shown as part of the plan submitted for approval, and samples shall be furnished to the Review Committee on request. All units must have gutters on all lower rooflines. All downspouts must empty at least 1 foot into the sub-surface with no less than an 8 foot perforated pipe. Beach grass shall be mandated for all area within a unit that lies within the road right of way (ROW). Furthermore beach grass shall be incorporated a minimum of four (4) additional feet extending away from the road ROW.

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

- One-story home – 1,800 sq. ft.
- Multi-story home – 1,400 sq. ft. the main floor

c. Improvements and Outbuildings. Each residence must be equipped with an attached garage of not less than two stalls and not more than three stalls, and outside parking for a minimum of four vehicles shall be provided on the driveway. One additional detached structure of a size as determined by the Review Committee will be permitted for storage or accessory garage space.

d. Letter and Delivery Boxes. The Review Committee will determine the location, design, and permitted lettering of all paper delivery boxes. A common multi-resident U.S. Post Office mail box, deemed to be a general common element, shall be installed to serve all residents in the Project.

7.7 Codes and Ordinances. In addition to the construction requirements in this Section, all buildings and other structures must comply with applicable building, mechanical, electrical, plumbing, and zoning codes and ordinances of Grand Haven Charter Township, then in effect when the building or structure is erected.

7.8 Time for Construction. Construction shall commence not more than 24 months after Owner has acquired title, either by deed or land contract. Once construction has started, work on the building must be diligently pursued and completed within a maximum of 12 months from the date of commencement. The Committee may extend the time for commencement or completion when, in its opinion, conditions warrant an extension.

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

7.10 Building Lines. For the purpose of this section, the word *building* will mean the main residence; the garage and related outbuildings; and their projections such as eaves; bay, bow, or oriel windows; exterior chimneys; covered porches; porticos; and similar projections. *Building* will not include open pergolas, uncovered porches, open terraces, stoops, steps, or balustrades the sides of which do not extend more than three feet above the level of the ground floor of the main building.

7.11 Review Committee Appointment. Following the Development and Sale Periods, if rights of appointment have not previously been assigned to the Association, Developer's representatives shall resign from the Review Committee, and the Board of Directors of the Association shall appoint three new members to the Review Committee. In each succeeding year or at whatever other intervals the Board of Directors decides, the Board of Directors shall appoint or reappoint the three members to serve on the Review Committee.

7.12 Permitted Variance. The Review Committee may, on a showing of practical difficulty or other good cause, grant variances from the requirements of this section, but only to an extent and in a manner that does not violate the spirit and intent of the requirements.

7.13 Setback Lines. No building will be erected on any Unit nearer to the street line or to either side Unit boundary or closer to the rear Unit boundary than permitted by the setback requirements of the zoning ordinance of Grand Haven Charter Township which is in effect at the time of the contemplated construction of any building unless a variance or other permission for the setback is obtained from Grand Haven Charter Township. If compliance with these setback requirements is impracticable or would create a hardship for a corner Unit or an odd-shaped building site, the Review Board may specify front yard, side yard, and rear yard widths and depths that are less than those required by this section, and the Review Board may grant a variance, but only if it complies with the zoning ordinance or is otherwise allowed or approved by the Zoning Board of Appeals.

7.14 Building Height. The height of any building shall not be more than 2¹/₂ stories or 35 feet above grade level, whichever is lower. If any portion of a level or floor within a building is below grade, all of that level or floor shall be considered a basement level.

7.15 Improvements Adjoining Roadway. No trees, plantings, fencing, or other improvements will be placed where they obstruct vehicular visibility at or near street intersections.

7.16 Soil from Excavation. All soil to be removed from any of the Units in the course of grading or excavating will, at Developer's option, become the property of Developer and be placed by the Owner or the Owner's contractor at the Owner's expense in a location within or adjoining the Project designated by Developer.

Section 8.

USE AND OCCUPANCY RESTRICTIONS

8.1 Residential Use. Condominium Units shall be used exclusively for residential occupancy, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a single-family residence and purposes incidental to residential use. Home occupations conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence that do not generate unreasonable traffic by members of the general public and do not change the residential character of the Unit or neighborhood are permitted as incidental to primary residential use. No building intended for other business uses and no apartment house, rooming house, day care facility, foster care residence, or other commercial or multiple-family dwelling of any kind shall be erected, placed, or permitted on any Unit.

8.2 Home Occupations. To be permitted as a *home occupation*, there must be (a) no sign or display that indicates from the exterior that the residence is being used for any purpose other than that of a single-family dwelling; (b) no goods or commodities kept for viewing or sale within the Unit or the Project; and (c) no mechanical or electrical equipment used other than personal computers and other office equipment. In no event shall any barbershop, styling salon, beauty parlor, tearoom, animal hospital, or any other form of animal care or treatment (such as dog training or dog trimming) be considered as a home occupation.

8.3 Common Areas. The Common Elements shall be used only by the Owners of Units in the Condominium and 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. Any parking areas or other Common Elements designed for a specific purpose shall be used only for those purposes or other uses approved by the Board. The use, maintenance, and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Owner and shall be subject to any lease or easement presently in existence or entered into by the Board at some future date that affects all or any part of the Common Elements.

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

a. **Exterior Changes.** No Owner shall make any additions, alterations, or modifications to any of the Common Elements or any changes to the exterior appearance of the building or other improvements within the perimeters of the Owner’s Unit without prior approval of Developer or the Review Committee. A change in the color of a residence or a significant landscaping change are included within the meaning of a change in exterior appearance.

b. **Unit Rental.** No portion of a Unit may be rented and no transient tenants be accommodated in any building, but this restriction shall not prevent the rental or sublease of an entire Unit together with its appurtenant Limited Common Elements for residential purposes in the manner permitted by these Bylaws.

c. **Nuisances.** No nuisances shall be permitted on the Property, nor shall any use or practice be permitted that is a source of annoyance to or that unreasonably interferes with the peaceful possession or proper use of the Project by its residents. No Unit shall be used in whole or in part for the storage of rubbish or trash or for the storage of any property or thing that may cause the Unit to appear in an unclean or untidy condition. No substance or material shall be kept on a Unit that will emit foul or obnoxious odors or that will cause excessive noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Units.

d. **Prohibited Uses.** Nothing shall be done or kept in any Unit or on the Common Elements that will increase the rate of insurance for the Project without the prior written consent of the Association. No Owner shall permit anything to be done or kept in the Owner’s Unit or elsewhere on the Common Elements that will result in the cancellation of insurance on any Unit or any part of the Common Elements or that will violate any law.

e. **Signs.** No signs or other advertising devices (other than one professionally made unlit sign or a sign of substantially the same quality and appearance advertising a unit for sale that is not larger than four square feet in size) shall be displayed from any residence or on any Unit that are visible from the exterior of the Unit or from the Common Elements without written permission from the Association or its managing agent.

f. **Personal Property.** No Owner shall display, hang, or store any clothing, sheets, blankets, laundry, or other items of personal property outside a residence or ancillary building. This restriction shall not be construed to prohibit an Owner from placing and maintaining outdoor furniture and accoutrements and decorative foliage of a customary nature and appearance on a patio, deck, or balcony of a Unit, though no such furniture or other personal property shall be stored on any

open patio, deck, or balcony that is visible from another Unit or from the Common Elements of the Project.

g. Firearms and Weapons. No Owner shall use or permit the use by any occupant, agent, tenant, invitee, guest, or member of the Owner's family of any: firearms; air rifles; pellet guns; BB guns; bows and arrows; illegal fireworks; or other dangerous weapons, projectiles, or devices anywhere on or about the Property.

h. Pets and Animals. No animals may be kept on any unit except for two domestic dogs, and one domestic cat, without the prior written consent of the Association, which, if given, may be revoked at any time by the Association. No exotic, savage, or dangerous animal shall be kept on the Property, and no animal may be kept or bred for commercial purposes. Common household pets permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the Board of Directors from time to time and must at all times be kept under care and restraint so they are not obnoxious on account of noise, odor, or unsanitary conditions. No animal shall be permitted to run loose on the Common Elements or on any Unit except the Unit owned by the owner of the animal, and the owner of each pet shall be responsible for cleaning up after it.

i. Recreational Vehicles. No recreational vehicles, boats, or trailers shall be parked or stored in any garage if the storage would prevent full closure of the garage door or elsewhere on the Property without the written approval of the Association. No snowmobile, all-terrain vehicle, or other motorized recreational vehicle shall be operated on the Property. No maintenance or repair shall be performed on any boat or recreational vehicle except within a garage or residence where totally isolated from public view.

j. Lawn Care and Landscaping. Each Unit owner may leave portions of the Unit in a natural state. Each Owner shall mow all grass outside of natural areas at least two times each month during the growing season.

k. Recreational Facilities. No above-ground pools, tennis courts, or dog runs will be permitted on any Unit. All exterior hot tubs and spas must be approved by the Review Committee before installation.

l. Trash Containers and Pick Up. All trash shall be placed in containers approved by the Review Committee and kept inside the garage or other fully enclosed area except for short periods of time reasonably necessary to permit collection.

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

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

o. **Use of Common Elements.** The General Common Elements shall not be used for the storage of supplies or personal property (except for the short periods of time that are reasonably necessary to permit the placement of trash for collection the next day). No vehicles shall be parked on or along the roadways (except for parties or receptions generating a need for off-site parking), and Owners shall not personally use or obstruct any guest parking areas that are located on the Common Elements of the Project without the prior consent of the Association. No Owner shall in any way restrict access to any utility line or other area that must be accessible to service the Common Elements or that affects an Association responsibility in any way. In general, no activity shall be carried on or condition maintained by any Owner either in the Owner's Unit or on the Common Elements that despoils the appearance of the Condominium.

p. **Application of Restrictions.** Unless arbitration is elected pursuant to these Bylaws, a dispute or question whether a violation of any specific regulation or restriction in this section has occurred shall be submitted to the Board of Directors of the Association, which shall conduct a hearing and render a decision in writing, which shall be binding on all owners and other parties with an interest in the Project.

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

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

8.7 Enforcement by Developer. The Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community used and occupied for the benefit of the Owners and all other persons interested in the

Condominium. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, replace, and landscape in a manner consistent with the maintenance of such standards, Developer, or any person to whom it assigns this right, may, at its option, elect to maintain, repair, or replace any Common Elements or to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration. Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, and this right of enforcement shall include (without limitation) an action to restrain the Association or any Owner from any prohibited activity.

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

8.9 Remedies on Breach. In addition to the remedies granted by section 5.5 for the collection of assessments, the Association shall have the right, in the event of a violation of the restrictions on use and occupancy imposed by this section 8, to enter the Unit and to remove or correct the cause of the violation. The entry shall not be deemed to constitute a trespass, and the Owner of the Unit will reimburse the Association for all costs of the removal or correction. Failure to enforce any of the restrictions in this section will not constitute a waiver of the right of the Association to enforce restrictions in the future.

8.10 Reserved Rights of Developer. The restrictions in this section shall not apply to the commercial activities of Developer during the Development and Sale Period. Developer shall also have the right to maintain a sales office, advertising display sign, storage areas, and reasonable parking incident to its sales efforts and to reasonable access to, from, and over the Property to enable development and sale of the entire Project, but only if such office, sign, storage and parking areas are established with the prior approval of Grand Haven Charter Township.

8.11 Assignment and Succession. Developer may be assigned any of the rights granted to or reserved by it in the Condominium Documents or by law to any other entity or to the Association. Any assignment or transfer shall be made by an appropriate document in writing, signed by Developer and recorded in the register of deeds office for the county where the Project is located. On qualification, the assignee will have the same rights and powers as those granted to or reserved by Developer in the Condominium Documents.

Section 9.

MORTGAGES

9.1 Notice to the Association. Any Owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee (in this section, the Mortgagee), and the Association will maintain this information. The information

relating to Mortgagees will be made available to Developer or its successors as needed to obtain consent from or give notice to Mortgagees concerning actions requiring consent from or notice to Mortgagees under the Condominium Documents or the Act.

9.2 Insurance. The Association shall notify each of the Mortgagees of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief, with the amounts of the coverage.

9.3 Rights of Mortgagees. Except as otherwise required by applicable law or regulations, a Mortgagee of a Unit will be granted the following rights:

a. **Inspection and Notice.** On written request to the Association, a Mortgagee will be entitled (i) to inspect the books and records relating to the Project on reasonable notice, (ii) to receive a copy of the annual financial statement that is distributed to Owners; (iii) to notice of any default under the Condominium Documents by its mortgagor in the performance of the mortgagor's obligations that is not cured within 30 days; and (iv) to notice of all meetings of the Association and its right to designate a representative to attend the meetings.

b. **Exemption from Restrictions.** A Mortgagee that comes into possession of a Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure shall be exempt from any option or right of first refusal on the sale or rental of the mortgaged Unit in the Condominium Documents.

9.4 Additional Notification. When notice is to be given to a Mortgagee, the Board of Directors shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association, and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Condominium if the Board of Directors has notice of their participation.

Section 10.

LEASES

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

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

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

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

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

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

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

Section 11.

TRANSFER OF UNITS

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

11.2 Notice to Association. Whenever an Owner sells, gives, devises, or otherwise transfers the Owner's Unit or any interest in the Unit, the Owner shall give written notice to the Association within five days after consummating the transfer. The notice shall be accompanied by documents evidencing the title or interest transferred.

Section 12.

ARBITRATION

12.1 Submission to Arbitration. Any dispute, claim, or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws, or other Condominium Documents and any disputes, claims, or grievances arising among or between Owners or between Owners and the Association may, on the election and written consent of the parties to the dispute, claim, or grievance and written notice to the Association, be submitted to arbitration; and the parties shall accept the arbitrator's decision and award as final and binding. The Arbitration Rules for the Real Estate Industry of the American Arbitration Association, as amended and in effect from time to time, shall apply to all such arbitrations.

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

a. **Buyer's Option.** At the exclusive option of a Buyer or an Owner in the Project, Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against Developer that involves an amount less than \$2,500 and arises out of or relates to a purchase agreement, a Unit, or the Project.

b. **The Association's Option.** At the exclusive option of the Association of Owners, Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against Developer that arises out of or relates to the Common Elements of the Project if the amount of the claim is \$10,000 or less.

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

Section 13.

COVENANT TO BUILD AND DEVELOPER'S OPTION TO PURCHASE

13.1 Covenant to Build. Each Owner of a Unit in the Condominium, by acceptance of a deed of conveyance or land contract from Developer, agrees to commence construction of a residence on the Owner's Unit, in conformity with the restrictions in the Condominium Documents, not later than 24 months from the date on which the deed or contract is delivered to the Owner.

13.2 Option to Repurchase. If construction of a residence on the Unit does not commence within the 24-month period required by section 13.1, Developer will have the option to repurchase the Unit at any time after the expiration of the period for construction, provided that construction has not then begun, by payment to the Owner of the purchase price paid by the Owner or the Owner's predecessors to Developer when the Owner acquired the Unit. Developer may exercise this option by giving written notice to the Owner, and the repurchase shall be closed within 10 days from the date of the notice. At closing, Developer will pay the purchase price to the Owner, and the Owner will deliver to Developer a warranty deed free and clear of all liens and encumbrances other than those reflected on the original title policy under which the Owner received title. This option shall run with the land.

13.3 Right of First Refusal. If an Owner does not construct a residence on the Unit and desires to sell, assign, transfer, or convey the Unit to another party within five years from the date of receiving a deed or land contract from Developer, Developer shall have an option to repurchase the Unit for a purchase price at the lesser of the price for which the Owner proposes to transfer the Unit to another party or the purchase price paid by the Owner or the Owner's predecessors to Developer.

13.4 Exercise of Refusal Right. Developer shall have 30 days from the date of receiving notice from the Owner of the latter's intention to sell, transfer, or convey the Unit in which to elect to repurchase. The option may be exercised by giving written notice to the Owner, and the repurchase shall be closed within 10 days from the date of the notice. At closing, Developer will pay the purchase price to the Owner, and the owner shall deliver to Developer a warranty deed clear of all liens and encumbrances other than those reflected on the original title policy under which the Owner received title to the Unit. This option shall run with the land, and if the Owner breaches it, Developer will have the right to acquire the Unit from a subsequent buyer on the same price and terms, commencing on the date Developer learns of the transfer and expiring 90 days later.

13.5 Modification of Terms. The provisions of this section 13 may be waived in writing by Developer or may be modified by a written agreement between the Owner and Developer.

Section 14.

OTHER PROVISIONS

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

14.2 Severability. If any of the terms, provisions, or covenants of these Bylaws or of any Condominium Document are held to be partially or wholly invalid or unenforceable for any reason, that holding shall not affect, alter, modify, or impair

any of the other terms, provisions, or covenants of the documents or the remaining portions of any terms, provisions, or covenants held to be partially invalid or unenforceable.

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

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

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

1. the Master Deed, including the Condominium Subdivision Plan but excluding these Bylaws
2. these Condominium Bylaws
3. the Articles of Incorporation of the Association
4. the Association Bylaws
5. the Rules and Regulations of the Association
6. the Disclosure Statement
7. the Applicable zoning

Section 15. Tree Management Plan

The following requirements have been imposed on the project by Grand Haven Charter Township upon unit sales within the Site Condo Development defined as Brucker Beach Woods. The requirements may not be modified without the approval of Grand Haven Charter Township. Grand Haven Township shall be a third-party beneficiary.

15.1 No-Cut Buffer. A 25 foot rear yard no-cut buffer is mandated. No trees within 25 feet to rear property line of any unit may removed. No buildings or other improvements may be erected in 25 foot rear yard buffer. In the event that a tree within the no-cut buffer is diseased, dead or poses a risk then unit owner must get the consent of the Developer and/or the Association as the case may be. Developer and/or the Association shall be the sole governing body for the Tree Management Plan. Upon Units 3 & 4 any Pines tree(s) deemed to not provide any screening may be removed within this buffer. A caliper-by-caliper replacement schedule shall be mandated for any tree that is removed. Example: if a tree of 8” diameter is removed than a replacement of tree(s) of equal or greater diameter must be replaced. Each replacement tree shall be a minimum 6 foot in size.

15.2 Front & Side Yard Tree Plan. In each of the front and side yards a minimum of 2 trees must be kept. In the event that 2 trees cannot be kept due to unforeseen reasons (septic) then 2 trees must be planted in each of the said front and side yards as the case may be. Each replacement tree shall be a minimum 6 foot in size. The Developer and/or Association shall be the sole governing body for Front & Side yard tree plan. A caliper-by-caliper replacement schedule shall be mandated for any tree that is removed. Example: if a tree of 8” diameter is removed than a replacement of tree(s) of equal or greater diameter must be replaced.