AGENDA

Grand Haven Charter Township Planning Commission
Monday, May 2, 2016 – 7:30 p.m.

I. Call to Order

II. Roll Call

III. Pledge to the Flag

IV. Approval of the April 18, 2016 Meeting Minutes

V. Correspondence
- Curtis Schwartz – Text Amendment Request for Indoor Recreation, Exercise and Athletic Facilities

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

VII. Public Hearing
A. Special Land Use – Single Family Dwelling in AG District – Vander Wal

VIII. Old Business
A. Special Land Use – Single Family Dwelling in AG District – Vander Wal
B. Stonewater PUD
C. Potential Zoning Ordinance Text Amendments:
   a. Increase building heights
   b. Demolition of dwelling resulting in nonconforming accessory buildings
   c. Two dwellings on property while new home is constructed

IX. New Business
A. Text Amendment Request for Indoor Recreation, Exercise and Athletic Facilities

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

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

XII. Adjournment

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

MEETING MINUTES
GRAND HAVEN CHARTER TOWNSHIP
PLANNING COMMISSION
APRIL 18, 2016

I. CALL TO ORDER

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

II. ROLL CALL

Members present: Kantrovich, LaMourie, Robertson, Kieft, Taylor, Cousins, Gignac, Reenders & Wilson
Members absent: None
Also present: Fedewa and Attorney Bultje

Without objection, Kantrovich instructed Fedewa to record the minutes.

III. PLEDGE TO THE FLAG

IV. APPROVAL OF MINUTES

Without objection, the minutes of the March 7, 2016 meeting were approved.

V. CORRESPONDENCE

- Pellegrom Trust – 11261 168th Avenue – Request to Amend Future Land Use Map
- Shirley Woodruff, Reenders Inc., and RW Properties I LLC (Woodruff etal) – 18215 Spindle Drive – Request to Amend Future Land Use Map
- Laird Schaefer – 12543 Wilderness Trail – Request to Amend Chapter 4, Built Systems
- Jeff & Kelly Kurburksi – 13816 Cottage Drive – Supporting Woodruff etal Request
- Marie Mar – 13818 Lake Sedge Drive – Opposing Woodruff etal Request
- Ben Robbins – 13830 Lake Sedge Drive – Opposing Woodruff etal Request
- Bryan and Jenanne Voss – 16575 Lake Michigan Drive – Request to Amend Future Land Use Map
- Steve Wilson – 12743 Sanctuary Place – Request to Amend Future Land Use Map

VI. PUBLIC COMMENTS ON AGENDA ITEMS ONLY – None

VII. PUBLIC HEARING

A. Resilient Grand Haven Master Plan

Kantrovich opened the public hearing at 7:35 p.m.

Fedewa provided an overview through a memorandum dated April 14th.

- Rick Pellegrom Sr. – 11261 168th Avenue, requesting an amendment to the Future Land Use Map:
    - Requesting to master-plan a 25 acre parcel as Rural Residential instead of Agricultural Preserve.
    - Desire to rezone to Rural Preserve and allow his son to build a home.
    - Property is low ground, wooded, and not suitable for agriculture.
    - Property has access to municipal water and natural gas.

- Rick Pellegrom Jr. – 15293 Steeplechase Court, supporting the Pellegrom Sr. request to amend the Future Land Use Map:
    - Supports his father's request to amend the Future Land Use Map.
    - Desires to purchase 10 acres and build a large single family home that is setback several hundred feet from the road.

- Melissa Satterfield – 15694 Kitchel Lane, requesting an amendment to the Future Land Use Map on behalf of Shirley Woodruff, Reenders Inc., and RW Properties I LLC:
    - Have a purchase agreement in place with the Ottawa County Road Commission to purchase their 27 acres of land.
    - Requesting to master-plan the 27 acres as High Density Residential instead of Medium Density Residential.
    - Local developer desires to develop a senior living community that includes affordable, and market rate units.
        - Proposing 116 senior apartments and 110 assisted living units.
        - Existing Village at the Pines has 89 senior apartments, and Grand Pines has 110 assisted living units.
        - Anticipate construction beginning in 2017, but is dependent on financing.
    - Did make contact with 1 Cottage Hills resident that is supportive of the request, and the project.

- Craig Kendall – 13805 Lake Sedge Drive, opposing the Woodruff etal request to amend the Future Land Use Map:

- Disappointed the developer only met with 1 Cottage Hills resident.
- High Density Residential is concerning when compared to Medium Density Residential due to potential noise and traffic issues. Did not anticipate an HDR development next door when purchasing their home.
- Believes there is a similar assisted living development being proposed on 172nd Avenue.

- Gail Harrison – 11711 144th Avenue, offered general comments:
  - Wishes the Township would have provided more notification to residents that the Master Plan was being revised, specifically in the Township Newsletter.
  - Has been a resident for 30+ years and has concerns about drinking water.
    - Questioned if there is access to municipal water on 144th Avenue, whether through the Township or Robinson Township.
    - Questioned why new developments receive access to municipal water. Believes it should be offered to existing residents before new residents.
    - Concerned the nearby agricultural operations are contaminating her drinking water.
    - Concerned the agricultural operations are draining the aquifer and will ultimately lose the ability to obtain potable water through a private water well.

- Todd DuBridge – 13809 Cottage Drive, opposing the Woodruff etal request to amend the Future Land Use Map:
  - Questioned the developer's timing of contacting Cottage Hills residents and requesting an amendment to the Future Land Use Map.
  - Questioned what type of notice the residents should have received for the request to amend the Map, and what type of notice should be received for a rezoning application.

- Shirley Woodruff – 18215 Spindle Drive, requesting an amendment to the Future Land Use Map on behalf of Reenders Inc. and RW Properties I LLC:
  - Apologized to the Cottage Hills residents for not making contact earlier. The time has been consumed by engineering work for the proposed senior housing project.
  - Believes Service Professional is a much higher use than the proposed senior housing campus. Therefore, the senior housing campus would be a "better fit" for the Cottage Hills neighborhood.

- Indicated that approximately ¾ of the senior apartments would have a personal vehicle, but the assisted living units typically do not have a vehicle.

Kantrovich closed the public hearing at 8:29 p.m.

VIII. OLD BUSINESS

A. Resilient Grand Haven Master Plan

The Master Plan and amendment requests were discussed by Commissioners and focused on:

- Pellegrom request to amend Future Land Use Map from Agricultural Preserve to Rural Residential.
  - Owned property for many decades.
  - Property is not suitable for agriculture.
  - Anticipation of rezoning to Rural Preserve is compatible with surrounding land uses.
  - Commission is agreeable to this request.
- Fedewa noted a second resident, Mary Lou Bender (a neighbor to the Pellgrom's) located at 11355 168th Avenue had verbally discussed with staff the desire to rezone the 10 acre parcel that is adjacent to her home in order to allow her son to build a home. Staff requested the Planning Commission consider this request.
  - Bender was present in the audience and agreed with staff's request.
  - Similar to the Pellegrom request, Bender is requesting the property be master-planned for Rural Residential instead of Agricultural Preserve.
    - Owned property for many decades.
    - Anticipation of rezoning to Rural Preserve is compatible with surrounding land uses.
    - Commission is agreeable to this request.
- Woodruff etal request to amend Future Land Use Map from Medium Density Residential to High Density Residential.
  - Residents of the Cottage Hills neighborhood were aware the Ottawa County Road Commission (OCRC) property was zoned Service Professional (SP) at the time of purchase. Current zoning allows more intense land uses than what is being requested by Woodruff etal.
  - The stub street in Cottage Hills supports the anticipation of future development.

- Cottage Hills is the only residential development adjacent to this land. Other surrounding uses are a sand mining operation, schools, church, the OCRC, and industrial. These more intense land uses lend themselves to a higher residential use on the 27 acres.
- Uncomfortable with master-planning the land for High Density Residential. Rather, the Commission believes the creation of a new Future Land Use category known as Medium-High Density Residential is more suitable. This category would specify the corresponding zoning district is Residential PUD and the description of this category will lend itself to uses that generate less traffic than a traditional multiple family development. For example, senior housing, adult day care, assisted living facilities, etc. are the anticipated land uses that would be suitable for this location.

- At which time several members of the audience requested to speak on the Woodruff etal request. Chairperson Kantrovich made an exception and permitted the audience members to speak outside of the public hearing and designated comment periods:
  - Steve Davis – 13786 Lake Sedge Drive:
    - Requested assurances that public notices will be sent to Cottage Hills residents if a development and/or rezoning occurs on the 27 acre OCRC property.
  - Toni Richardson – 13783 Cottage Drive:
    - Believes the Planning Commission would deny the request if more residents were present at the meeting expressing their opposition.

- Chairperson Kantrovich invited Voss to present information on the request to amend the Future Land Use Map from Agricultural Preserve to Rural Residential.
  - Voss – 16575 Lake Michigan Drive:
    - Request is consistent with the existing land uses that surround the property.
    - Recently purchased the property and is currently building a single family dwelling.
    - Desire to apply for a land division in the future in order to allow his father build a dwelling next door.
  - The Planning Commission indicated this situation is different than Pellegrom and Bender because the property was purchased under the current zoning ordinance and Future Land Use Map. Furthermore, the parent parcel is not large enough to divide and rezone to Rural Preserve. Rather, Rural Residential would

be the only option and the minimum lot size is too small for the Southwest Quadrant and may encourage additional development.

- Chairperson Kantrovich invited Wilson to present information on the request to amend the Future Land Use Map from Agricultural Preservation to Commercial.
    - Wilson recused himself in order to make this presentation.
    - Steve Wilson – 12743 Sanctuary Place:
        - Property was purchased in 2006. It is zoned Agricultural.
        - The 1996 – 2005 Future Land Use Maps master-planned a portion of the parcel for Commercial with the remainder being Medium Density Residential. It was only in 2009 when it was converted to Agricultural Preservation.
    - The Planning Commission indicated that historically the Township has master-planned a portion of the property to be Commercial, which is an appropriate use for that location because it abuts a major intersection of US-31 and Lincoln Street.
        - It was also reiterated that an important goal is to complete a Traffic Impact Study on the Lincoln Street Corridor in order to determine the impact of M-231 and make informed land use decisions for that area.
    - The Planning Commission agrees that a small portion of the property should be master-planned for Commercial and the remainder will continue to be master-planned as Agricultural Preservation.

- It was requested that staff and the Attorney provide information on the different ways municipal water is provided to residents:
    - Most commonly the developer, at their expense, extends municipal water into a new development site; residents can petition the Township to establish a Special Assessment District to extend municipal water; the Township could request residents to vote on a debt millage to extend municipal water; and as a result of a developer extending municipal water into a new development an adjacent property owner can elect to connect to the main and abandon the private water well.
    - It was noted the vast majority of private wells in the Township use surface water, and are not drawing water from the aquifer.
    - The Planning Commission directed staff to draft a memo to the Board to determine what action the Township would take in the event private wells become dry and residents are in need of potable water.

Motion by Wilson, supported by Gignac, to **conditionally approve** the 2016 Resilient Grand Haven Master Plan pursuant to the Michigan Planning Enabling Act of 2008, as amended. Approval shall be conditioned upon the following revisions that must be completed prior to sending the Plan to the Township Board for final approval:

1. Amend the Executive Summary and Chapter 9 to include the new future land use category known as Medium-High Density Residential.
2. Amend Future Land Use Map #9.1 to master-plan approximately 25 acres of the southern part of parcel 70-07-04-100-028, parcel 70-07-04-400-028, and parcel 70-07-04-200-025 as Medium-High Density Residential instead of Medium Density Residential.
3. Amend Future Land Use Map #9.1 to master-plan parcel 70-07-21-400-015 as Rural Residential instead of Agricultural Preservation.
4. Amend Future Land Use Map #9.1 to master-plan parcel 70-07-21-400-026 as Rural Residential instead of Agricultural Preservation.
5. Amend Future Land Use Map #9.1 to master-plan approximately 6.5 acres of the western part of parcel 70-07-15-100-011 as Commercial instead of Agricultural Preservation.
6. Amend Chapter 4, Built Systems, to acknowledge the West Michigan Shoreline Regional Development Commission and Metropolitan Planning Organization.

Which motion carried unanimously, as indicated by the following roll call vote:

Ayes: Wilson, Robertson, Taylor, Kieft, Cousins, LaMourie, Reenders, Gignac, Kantrovich
Nayes: None

IX. NEW BUSINESS

A. Piper Lakes PUD Extension

Fedewa provided an overview through a memorandum dated April 14th.

Motion by Gignac, supported by Kieft, to recommend to the Township Board **approval** of the requested 1 year extension (*i.e., April 18, 2017*) for the Piper Lakes Apartments PUD based on the request meeting the applicable requirements of Section 17.04.7.A of the Grand Haven Charter Township Zoning Ordinance. **Which motion carried unanimously**.

B. Potential Zoning Ordinance Text Amendments

Motion by Kieft, supported by Taylor, to **table** the Potential Zoning Ordinance Text Amendments discussion until the next regularly scheduled meeting. **Which motion carried unanimously**.

X. REPORTS

A. Attorney Report – None

B. Staff Report – None

C. Other – None

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

XII. ADJOURNMENT

Without objection, the meeting adjourned at 10:10 p.m.

Respectfully submitted,

Stacey Fedewa
Acting Recording Secretary

April 24, 2016

Re: Request to amend C-1 Zoning to include Indoor recreational facilities

Stacey Fedewa and whom it may concern,

I am writing to make a formal request to amend C-1 zoning ordinance to include Indoor Recreational Facilities as found in zoning for I-A as a SLU, and to include a provision that the minimum lot size be 1 acre and declare proper setbacks, building height, etc.

Many indoor recreational facilities offer much more than just exercise, and in I-A there are many large scare indoor facilities such as gymnastics gymnasiums and ice skating rinks which do not encompass the full spectrum of indoor recreational facilities. Many indoor recreational facilities offer services, retail, and are more of a commercial nature than industrial.

To further support this amendment: already included in C-1 zoning are outdoor recreational facilities, colleges, youth centers, hotels, and bus terminals as examples of uses that are just as intense if not more so than an indoor recreational facility. Indoor recreational facilities will offer employment opportunities, community building, increased business for neighboring businesses (restaurants, clothing, etc.), and they would fit in with other designations already allowed in C-1 zoning.

I thank you for your time and consideration for this change.

Curtis Schwartz

GRAND HAVEN CHARTER TOWNSHIP

Community Development Memo

DATE: April 28, 2016

TO: Planning Commission

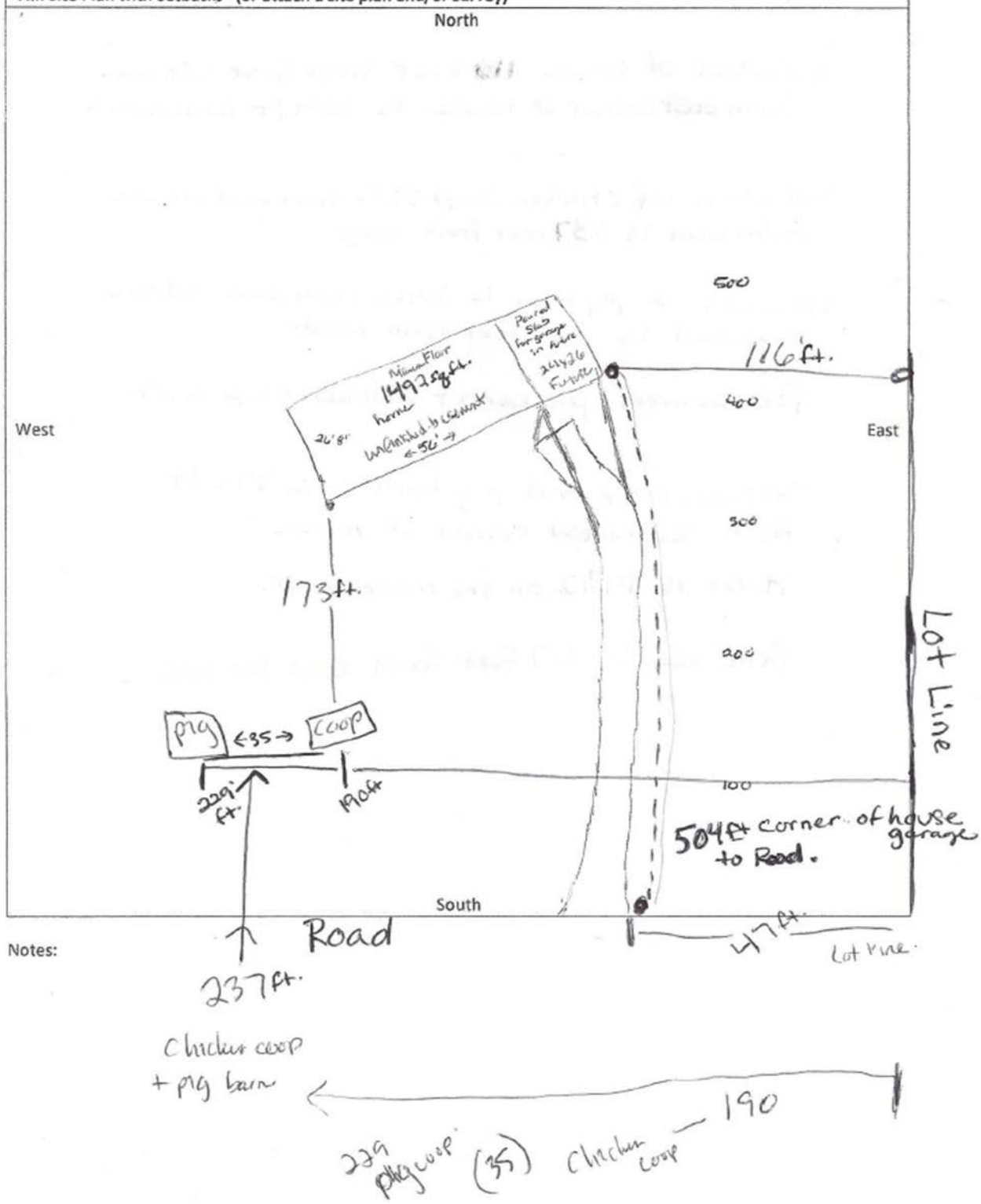
FROM: Stacey Fedewa, Planning & Zoning Official

RE: Special Land Use – Single Family Dwelling in AG Zoning District

BACKGROUND

The applicants, Daniel and Ashley Vander Wal, submitted a Special Land Use application to construct a one-story ≈1,500 square foot single family dwelling. The dwelling will be located on a 10 acre parcel zoned Agricultural (AG) is located at 16293 Pierce Street.

VIII. Site Plan with Setbacks (or attach a site plan and/or survey)



Notes:

SPECIAL LAND USE REQUIREMENTS

Section 19.07.39 of the Zoning Ordinance established 4 criteria to approve a Single Family Dwelling in AG District.

1. Dwelling shall be occupied by a person actively engaged in an activity permitted by right, or by special land use.
    - **Compliant**—Chickens and Pigs

2. Site plan shall be reviewed by the Fire/Rescue Department to assure adequate access for emergency vehicles.
    - Must submit a driveway permit application. The application must be approved prior to the issuance of final occupancy.
3. Must comply with standards outlined in Chapter 21—Schedule of District Regulations
    - **Compliant** (*lot size, width, setbacks, minimum floor area, all footnotes*).
        - Parcel is legal lot of record (*legally nonconforming*) because it is only 10 acres in size where 20 acres is required for the AG district.

4. The right for continued occupancy is dependent upon the active conduct of a permitted land use, or special land use, of the AG District. If discontinued, the Township may revoke the Special Land Use permit. From that time the dwelling will be considered a nonconforming use.
    - To Be Determined

SAMPLE MOTIONS

If the Planning Commission finds the application meets the applicable standards, the following motion can be offered:

> **Motion** to **approve** the Special Land Use application to allow a Single Family Dwelling in the AG District for property located at 16293 Pierce Street, based on the application meeting applicable requirements and standards set forth by the Grand Haven Charter Township Zoning Ordinance. The motion is subject to, and incorporates, the following report.

If the Planning Commission finds the application does not meet the applicable standards, the following motion can be offered:

> **Motion** to direct staff to draft a formal motion and report, which will **deny** the Special Land Use application, 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 Planning Commission finds the application is in need of revisions before a determination can be made, the following motion can be offered:

> **Motion** to **table** the Special Land Use 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

1. This approval is based on the affirmative findings that each of the following standards has been fulfilled:
    A. The proposed use is consistent with, and promotes the intent and purpose of this Ordinance.
    B. The proposed use is of such location, size, density, and character as to be compatible with adjacent uses of land and the orderly development of the district in which situated and of adjacent districts.
    C. The proposed use does not have a substantially detrimental effect upon, nor substantially impair the value of, neighborhood property.
    D. The proposed use is reasonably compatible with the natural environment of the subject premises and adjacent premises.
    E. The proposed use does not unduly interfere with provision of adequate light or air, nor overcrowd land or cause a severe concentration of population.
    F. The proposed use does not interfere or unduly burden water supply facilities, sewage collection and disposal systems, park and recreational facilities, and other public services.
    G. The proposed use is such that traffic to, from, and on the premises and the assembly of persons relation to such use will not be hazardous, or inconvenient to the neighborhood, nor unduly conflict with the normal traffic of the neighborhood, considering, among other things: safe and convenient routes for pedestrian traffic, particularly of children, the relationship of the proposed use to main thoroughfares and to streets and intersections, and the general character and intensity of the existing and potential development of the neighborhood.
    H. The proposed use is consistent with the health, safety, and welfare of the Township.
2. The application meets the site plan review standards of Section 23.06 of the Zoning Ordinance. Specifically, the Planning Commission finds as follows:
    A. The uses proposed will not adversely affect the public health, safety, or welfare. Uses and structures located on the site take into account topography, size of the property, the uses on adjoining property and the relationship and size of buildings to the site.
    B. The site will be developed so as not to impede the normal and orderly development or improvement of surrounding property for uses permitted in this ordinance.
    C. Safe, convenient, uncontested, and well defined vehicular and pedestrian circulation is provided for ingress/egress points and within the site. Drives, streets and other circulation routes are designed to promote safe and efficient traffic operations within the site and at ingress/egress points.
    D. The arrangement of public or private vehicular and pedestrian connections to existing or planned streets in the area are planned to provide a safe and efficient circulation system for traffic within the township.
    E. Removal or alterations of significant natural features are restricted to those areas which are reasonably necessary to develop the site in accordance with the requirements of this Ordinance. The Planning Commission has required that landscaping, buffers, and/or

greenbelts be preserved and/or provided to ensure that proposed uses will be adequately buffered from one another and from surrounding public and private property.

F. Areas of natural drainage such as swales, wetlands, ponds, or swamps are protected and preserved insofar as practical in their natural state to provide areas for natural habitat, preserve drainage patterns and maintain the natural characteristics of the land.

G. The site plan provides reasonable visual and sound privacy for all dwelling units located therein and adjacent thereto. Landscaping shall be used, as appropriate, to accomplish these purposes.

H. All buildings and groups of buildings are arranged so as to permit necessary emergency vehicle access as requested by the fire department.

I. All streets and driveways are developed in accordance with the Ottawa County Road Commission specifications, as appropriate.

J. Appropriate measures have been taken to ensure that removal of surface waters will not adversely affect neighboring properties or the public storm drainage system. Provisions have been made to accommodate storm water, prevent erosion and the formation of dust.

K. Exterior lighting is arranged so that it is deflected away from adjacent properties and so it does not interfere with the vision of motorists along adjacent streets, and consists of sharp cut-off fixtures.

L. All loading and unloading areas and outside storage areas, including areas for the storage of trash, which face or are visible from residential districts or public streets, are screened.

M. Entrances and exits are provided at appropriate locations so as to maximize the convenience and safety for persons entering or leaving the site.

N. The site plans conform to all applicable requirements of County, State, Federal, and Township statutes and ordinances.

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

Location of house 116 feet from East Lot line.
Southeast corner of house is 504 ft from Road.

Location of chicken coop 190ft from East lot line
South wall is 237 Feet from Road.

Location of pig barn is 229 ft. from East lot line
South wall is 237 Feet from Road.

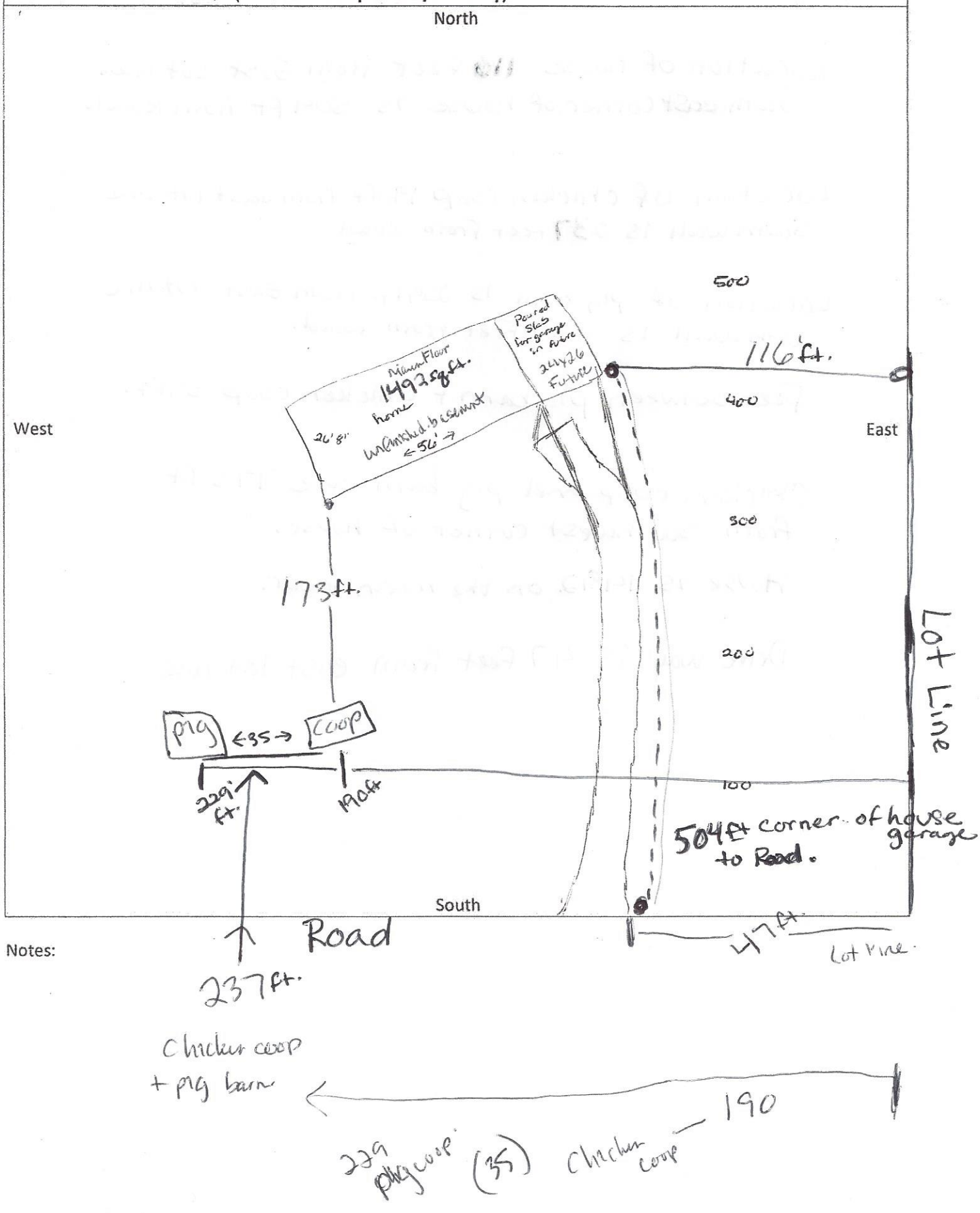
feet between pig barn + chicken coop 39ft.

Chicken coop and pig barn are 173 ft
from Southwest corner of house.

House is 1492 on the main floor.

Drive way is 47 feet from east lot line.

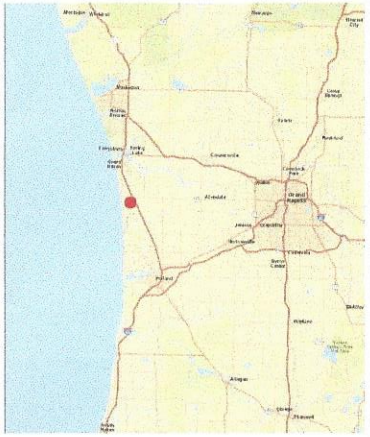
VIII. Site Plan with Setbacks (or attach a site plan and/or survey)



Notes:

County of Ottawa
Geographic Information Systems

Property Mapping Printout



Legend

Parcels

Notes

752.2 0 376.08 752.2 Feet

NAD_1983_StatePlane_Michigan_South_FIPS_2113_Feet_Intl

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

GRAND HAVEN CHARTER TOWNSHIP

Community Development Memo

DATE: April 28, 2016

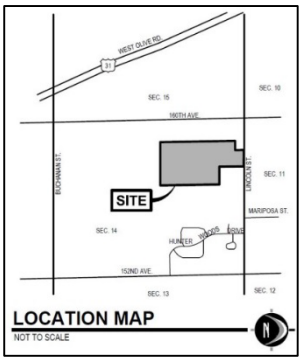
TO: Planning Commission

FROM: Stacey Fedewa, Planning & Zoning Official

RE: Planned Unit Development – Stonewater – Revised Plans

BACKGROUND

On February 15th the Township held a public hearing for the Stonewater PUD. After the hearing, and much, discussion the Planning Commission adopted a motion to table the application and directed the developer to amend the departure requests because they were inconsistent with past departure approvals.



The developer has resubmitted the plans and made significant changes.

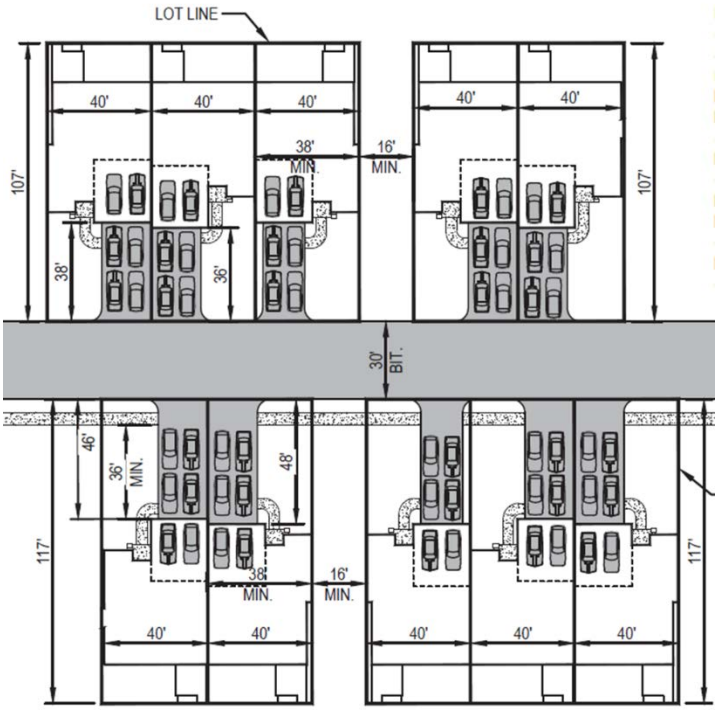
SUMMARY OF REVISIONS

Item	Before	After	Change
Total Number of Units	184	182	-2
Single Family Dwellings	118	107	-9
Two-Unit Condo's	42	48	+6
Three-Unit Condo's	24	27	+3
Number of Phases	9	7	-2
Open Space	13.73 acres	15.01 acres	+1.28 acres
Single Family Departures			
Minimum Lot Size	8,100 sqft	10,000 sqft	+1,900 sqft
Minimum Lot Width	70 feet	75 feet	+5 feet
Front Yard	35 feet	35 feet	n/a
Side Yard	8' min/16' total	8' min/16' total	n/a
Rear Yard	25' – 50'	35 feet 25 feet – lots 72 & 73	+0 – 10 feet
Two- and Three-Unit Condominiums			
Minimum Lot Size per Unit – Sidewalk Side (*building + front yard*)	3,250 sqft	4,697 sqft	+1,447 sqft
Minimum Lot Size per Unit – Non-Sidewalk Side	3,250 sqft	4,280 sqft	+1,030 sqft
Front Yard & Driveway Length – Sidewalk Side	30 feet	46 feet	+16 feet
Front Yard & Driveway Length – Non-Sidewalk Side	25 feet	36 feet	+11 feet

The new front yard setback and driveway length is able to accommodate four vehicles in the driveway plus two in the garage, which **allows a total of 6 vehicles per driveway** (*compared to 4 vehicles with the previous version*).

The additional length comfortably permits the vehicles to park in the driveway and <u>not</u> obstruct the sidewalk. Furthermore, they mirror the standard parking space size utilized by the Township, which is 9x18.

Lastly, with the increased driveway size the developer is **no longer proposing parking strips in the road right-of-way**, which is <u>preferred by staff</u>.



REVISED DEPARTURE REQUESTS

The Applicant is requesting departures from setbacks and lot size:

Housing Type	Item	Requested		R-2 Standard
Single Family	Lot Area	10,00 sqft		13,000
	Lot Width	75 feet		80 feet
	Rear Yard	25 feet	Lots 72 & 73	50 feet
		35 feet	Remainder	
	Side Yard	8’/16’		10’/25’
Condo’s	Building Separation	16 feet		20 feet

Staff notes the developer has defined, “Minimum Lot Size per Unit = dwelling + front yard.” Utilizing the R-2 Standards the following size comparison can be drawn:

Housing Type	Minimum Lot Size per Unit
Condo – Sidewalk Side	4,697 sqft
Condo – Non-Sidewalk Side	4,280 sqft
Typical R-2 Lot - 80’ lot width - 35’ front yard setback - 1,100 sqft dwelling	3,900 sqft

COMPARABLE DEPARTURES

The Township has approved the following departures that are comparable to the applicant’s request:

- Minimum Lot Area of 10,000 sqft
  - Hunters Woods PUD (10,000 sqft)
  - Forest Park East PUD (9,200 sqft)
- Minimum Lot Width of 75 feet
  - Hunters Woods PUD (70 feet)
  - Forest Park East PUD (70 feet)
- Rear Yard Setback of 35 feet (*with the two exceptions at 25 feet*)
  - Lincoln Pines PUD (35 feet)
- Side Yard Setback of 8 foot minimum, and 16 foot total
  - Lincoln Pines PUD (8’/16’)

OCRC & OCWRC REVIEWS

Due to the significant changes in the road design the OCRC has not had an opportunity to provide comment. However, the developer recently submitted the plans and expect to have a preliminary determination shortly. Staff anticipates the OCRC granting preliminary approval because the changes made to public roads were very minor:

- Slight variations to the curvature of Riverton Road and Manchester Drive.
- All 3 stub streets are still present.

The Ottawa County Water Resources Commissioner has granted preliminary approval because the proposed stormwater management plan is very similar to what was approved in 2008 for the former development proposal.

FINANCIAL GUARANTEES

Staff and Attorney Bultje recommend the developer provide a financial guarantee for two items:

1. Looping the dead end water mains; and
2. Constructing the second entrance on Manchester Drive.

This will insure the looping can be completed within a defined amount of time should the phase progress halt at any point, as well as the construction of a second entrance because up to 86 dwelling units would be utilizing one entrance until that time.

Staff notes, as phases are completed commensurate portions of the financial guarantee would be released.

SAMPLE MOTIONS

If the Planning Commission finds the Planned Unit Development meets the applicable standards, the following motion can be offered:

> **Motion** to direct staff to draft a formal motion and report of findings, which will recommend **conditional approval** of the Stonewater PUD application, with those Zoning Ordinance compliance departures which were discussed and will be found in the minutes of this meeting. This will be reviewed and considered for adoption at the next meeting. Lastly, the Planning Commission directs staff to publish the notice of public hearing for the Township Board after the language found in the Master Deed, Bylaws, and Declaration of Covenants have been approved by the Township Attorney.

If the Planning Commission finds the Planned Unit Development does not meet the applicable standards, the following motion can be offered:

> **Motion** to direct staff to draft a formal motion and report, which will **deny** the Stonewater PUD application, with those discussion points which will be reflected in the meeting minutes. This will be reviewed and considered for adoption at the next meeting.

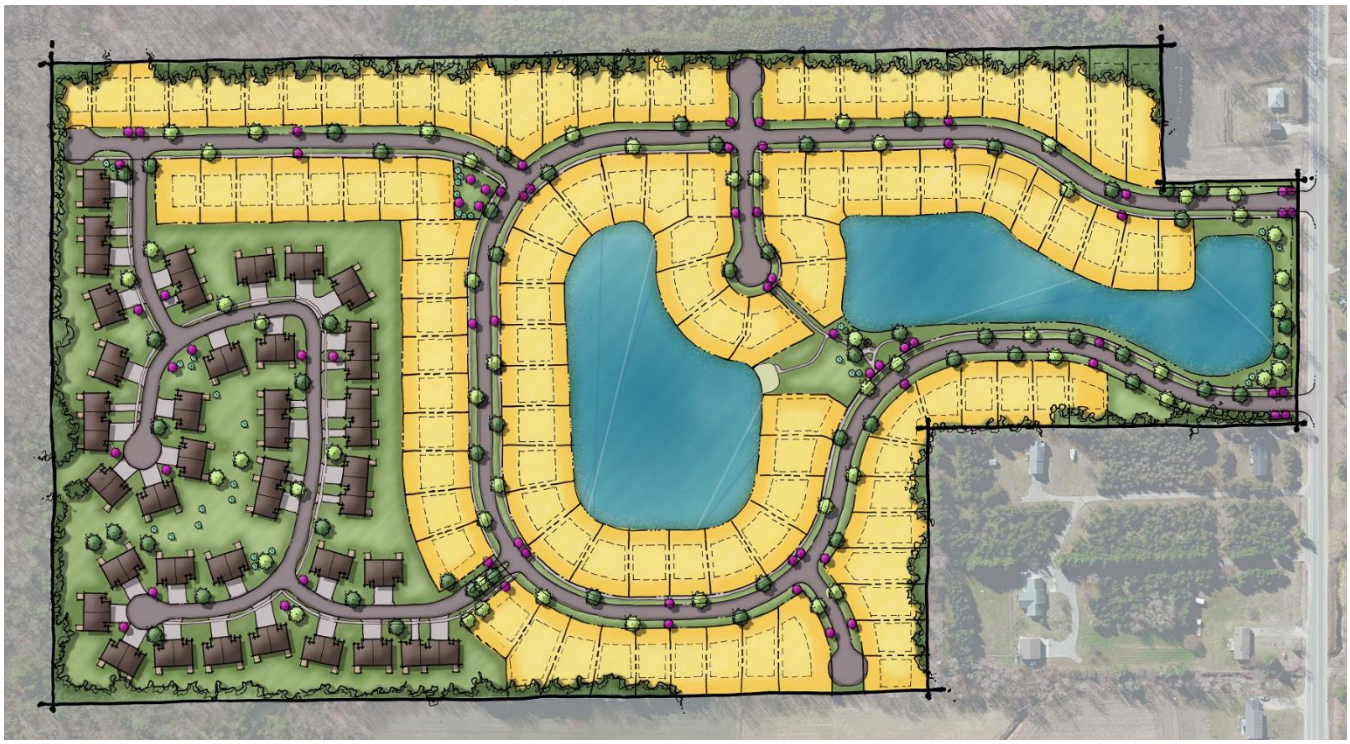
If the Planning Commission finds the applicant must make revisions to the Planned Unit Development, the following motion can be offered:

> **Motion** to **table** the Stonewater PUD, and direct the applicant to make the following revisions:
>
> 1. *List the revisions.*

Please contact me prior to the meeting with questions.

Stonewater

Mixed-Use Neighborhood and Planned Unit Development



NEDERVELD

April 21, 2016

Ms. Stacey Fedewa
Planning and Zoning Official
Grand Haven Township
13300 168th Avenue
Grand Haven, Michigan 49417

RE: Stonewater Planned Unit Development

Dear Ms. Fedewa:

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

1. Location Map
2. Legal Description
3. List of Plan Changes and Comparables
4. Narrative
5. Color Rendering (11x17)
6. Site Plan Set, pp C-101 to C-102 (11x17)
7. Parallel Plan, C-103 (11x17)
8. Open Space Plan, C-104 (11x17)
9. Landscape Plan Set, L-101 to L-103 (11x17)
10. Exhibit B
11. Architectural Plans and Elevations
12. Sample Home Photographs
13. Gazebo/Pavilion Specifications
14. Master Deed and Owners Association Documents
15. Stonewater Traffic Analysis
16. Full Size (24x36) Plan Set

The required application and required fees have previously been furnished to your office.

These items are being submitted for public hearing and consideration during the May 2, 2016 Planning Commission meeting. If you have any questions or require additional information, please call me at (616) 575-5190.

Sincerely,

Rick Pulaski, P.E.
Principal

Enclosures

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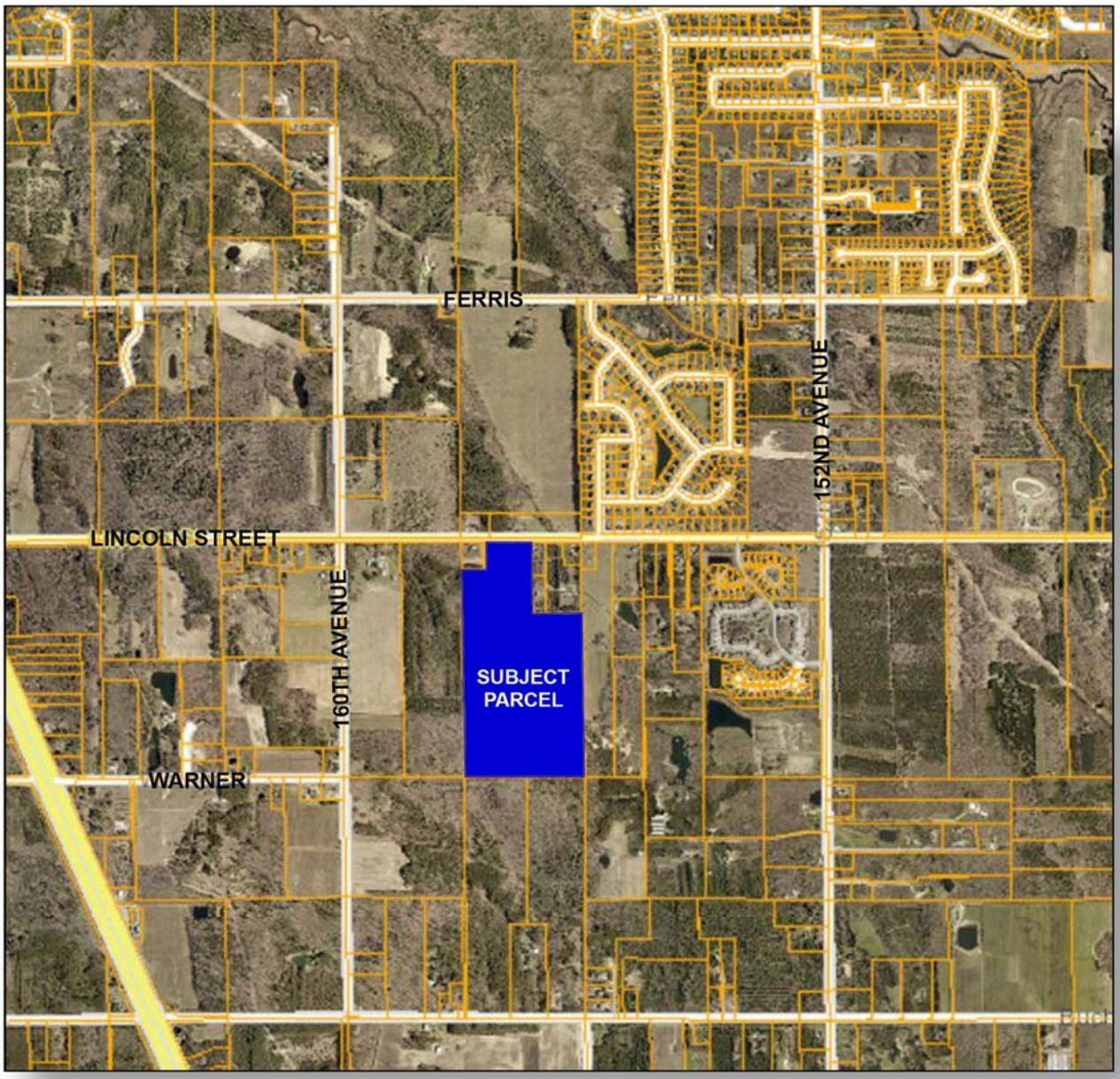
LOCATION MAP
STONEWATER PUD



LEGAL DESCRIPTION
STONEWATER PUD

70-07-14-100-010

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

70-07-14-100-004

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

70-07-14-100-005

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

70-07-14-100-008

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

NEDERVELD

Stonewater PUD

List of Changes

- Lots 1-7 increased in size (now average 11,231 sq ft)
- Lots 26-31 slightly decreased in size (now average 15,558 sq ft)
- Beach open space increased in size
- Pond #2 slightly increased in size
- Pond #1 slightly decreased in size
- Lots 87-90 reworked to achieve a minimum 75 ft lot width at front setback
- All lots meet minimum 10,000 sq ft
- All lots meet minimum 75 ft lot width at building setback
- All "perimeter lots" now depict a 35 ft rear yard setback, increased from 25 ft on previous plans (exceptions: Lots 64, 65)
- Overall credited open space is now nearly 22%
- Condominium portion of the project has been reconfigured, adding several more condominiums and reducing the number of single family lots.
- The condominium portion of the project now takes on a similar character to the single family lots. Streets wind in a curvilinear fashion offering a better driving and pedestrian experience.

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Comparables

Maximum Allowable Number of Units:
⇒171 (test plan) + 25% bonuses = 214 Units
Proposed Number of Units: 182 Units

Overall Density:
⇒68.48 acres (2,982,989 sq ft) / 182 Units = 16,390 sq ft per unit

Overall Density, excluding ROW:
⇒55.38 acres (2,412385 sq ft) / 182 Units = 13,254 sq ft per unit

Average Single Family Lot Size in Stonewater
⇒12,108 sq ft

Hunters Woods Comparable Bulk Sizes
Townhomes:
⇒2,572 sq ft "Lot Size"

Condominiums:
⇒3,494 sq ft "Lot Size"

Stonewater Condominiums
⇒4,280 - 4,697 sq ft "Lot Size"

Hunters Woods Comparable Unit Sizes
Condominium with two-stall garage:
⇒1,189 sq ft main floor living space

Condominium with single-stall garage:
⇒760 sq ft main floor living space

Townhome with two-stall garage:
⇒760 sq ft main floor living space

Townhome with single-stall garage:
⇒658 sq ft main floor living space

Stonewater Condominiums
⇒1,486 sq ft main floor living space

Hunters Woods Comparable Sizes

Hunters Woods Condominium Density

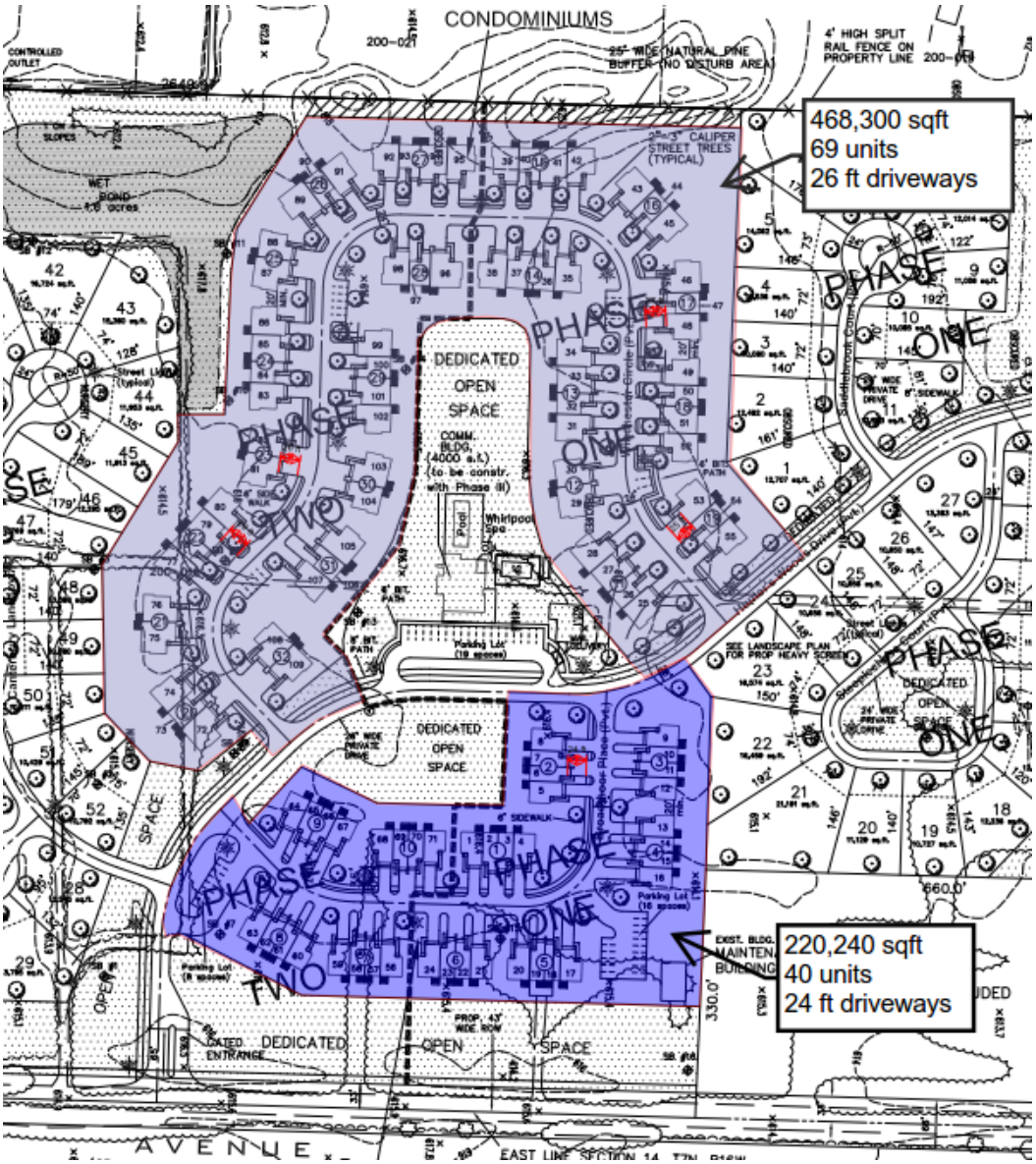
⇒6,786 sq ft per unit

Hunters Woods Townhome Density

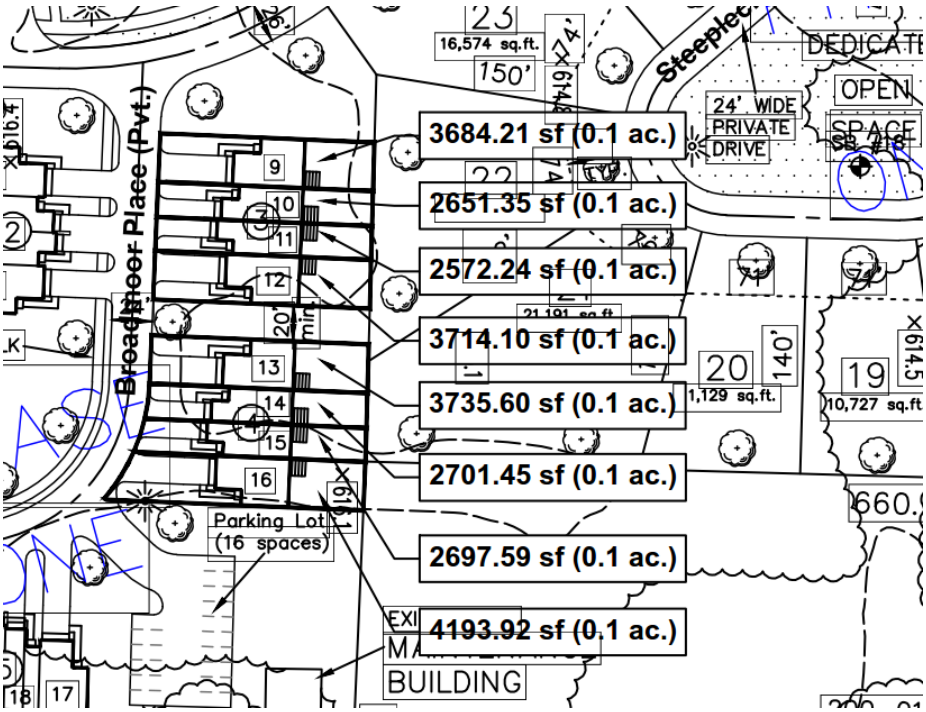
⇒5,506 sq ft per unit

Stonewater Condominium Density

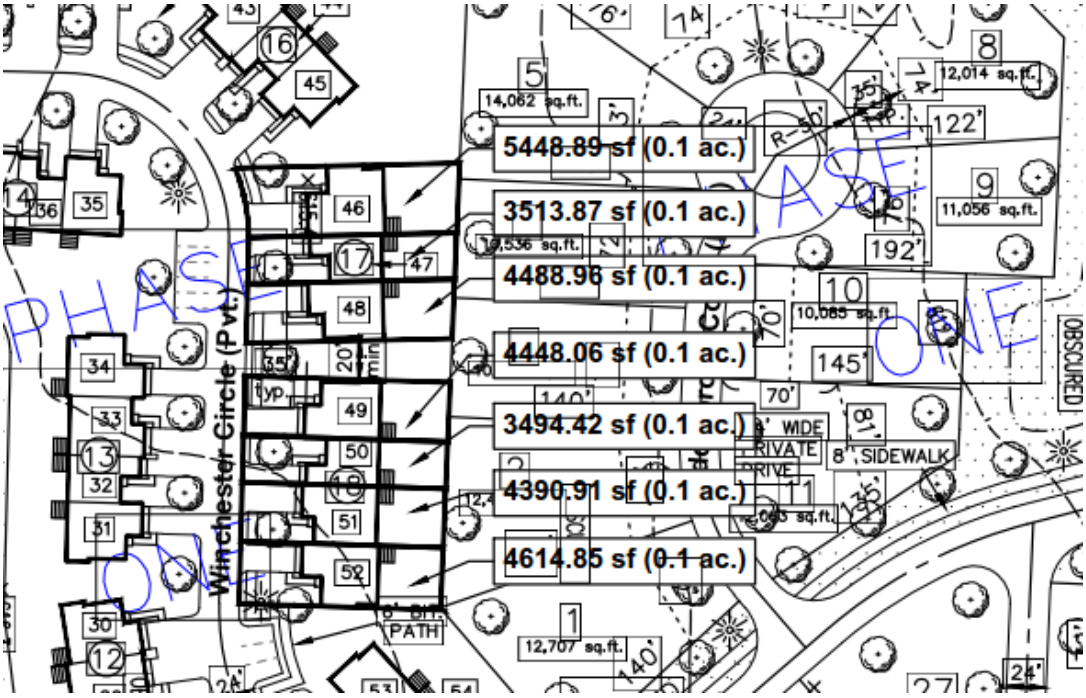
⇒10,827 sq ft per unit



Hunters Woods Comparable Bulk Sizes - Townhomes



Hunters Woods Comparable Bulk Sizes - Condominiums



NARRATIVE
STONEWATER PUD

Introduction

The proposed Stonewater Planned Unit Development (PUD) will consist of 118 lots as detached single-family homesites, 48 two-family dwellings and 27 three-unit multi-family dwellings (for a total of 182 units). The project will also include 16.97 total acres of open space, 15.01 acres credited, on a development area of 68.48 acres for a total of 21.9 percent open space.

This PUD will result in a recognizable and substantial benefit to the ultimate users of the project and to the community as it designed to accomplish intent and objectives of Section 17.01 and Section 17.02 as well as further the goals of the Grand Haven Township Master Land Use Plan.

Section 15.1704.3.A

Site Plan Review Standards of Section 23.06.7. A-O

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

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

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

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

The proposed entrances onto Lincoln Street will meet local and county standards and have been subject to reviews by the Ottawa County Road Commission. The proposed development provides two (2) means of connection onto Lincoln Street which ensures adequate emergency access to the neighborhood, and helps to disperse traffic flow.

Additionally, the site has been designed with a well-connected street network, maximizing multiple points of internal access. Future development consideration for the adjoining properties has been properly contemplated, with public roads and public utilities stubbed to the south and east.

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

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

D. Removal or alteration of significant natural features shall be restricted to those areas which are reasonably necessary to develop the site in accordance with the requirements of this Ordinance. The Planning Commission may require that landscaping, buffers, and/or greenbelts be preserved and/or provided to ensure that proposed uses will be adequately buffered from one another and from surrounding public and private property.

Substantial portions of the remaining existing natural features on the site have been preserved or enhanced within the 16.97 acres of designated permanent open space. Unfortunately, many natural features of the site were removed decades ago. Historic aerial photos reveal that the northerly portion of the site was farmed for many decades. Over the past 10-15 years, evergreen trees have been planted in this area and it is the goal of the developer to transplant many of the trees throughout the proposed site (subject to professional landscape consultant review). The southern portion of the property was stripped of topsoil and a large amount of underlying sand was mined and removed from the site. Significant effort will be made to restabilize and revegetate this are with grass, tress, and other landscaping. In addition, the proposed PUD provides a picturesque view shed along Lincoln Street with a professionally landscaped property frontage and offering a significant view of the large four (4) acre pond.

E. Areas of natural drainage such as swales, wetlands, ponds, or swamps shall be protected and preserved insofar as practical in their natural state to provide areas for natural habitat, preserve drainage patterns and maintain the natural characteristics of the land.

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

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

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

was assembled and adopted by the Township and its citizens, and has anticipated a residential neighborhood for at least ten years.

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

The proposed Stonewater PUD has been designed with well connected, safe and efficient street network and has been subject to review by both the Ottawa County Road Commission and the Township Fire Chief. The site has been carefully designed to promote inter-connected streets and pedestrian corridors, and there are two (2) entrances onto Lincoln Street. Additionally, because the site will be developed in phases, the developer has offered to provide a secondary/emergency connection to the site beginning in Phase Two.

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

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

The OCRC has reviewed the previous layout and has granted preliminary approval, because the number of units has not increased, it is anticipated that the OCRC will again grant preliminary approval to the new layout.

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

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

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

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

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

Not applicable

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

The two (2) proposed entry roads into the Stonewater PUD have been reviewed by the Ottawa County Road Commission (OCRC) and have been found to be acceptable. Two, separate entrances have been provided to maximize the convenience and safety of the future residents. These two entrances have been reviewed by the OCRC, and they were approved in their November 2014 OCRC Board meeting. The entrances were approved again at the November 11, 2015 OCRC Board Meeting.

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

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

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

The proposed Stonewater PUD has been designed to preserve natural vegetation around the perimeter and along Lincoln Street not only for visual and sound privacy for all dwellings units located within, but also to minimize any potential effects on adjacent lands. Fencing

of individual yards will be allowed by individual homeowners, subject to the standards of the Homeowner's Association.

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

The proposed use of this site is consistent with the goals and objectives of the Grand Haven Township Master Plan as this site is future planned to be medium density residential. The proposed density of the site is calculated to be approximately 2.66 units per acre. This density is not only in line with R-2 zoning district, which a future medium density residential designation corresponds with in the current zoning ordinance, but also meets the criteria of the allowable PUD density with the 8% density bonus for over 20% open space.

Additionally, with all potential bonuses, the site could contain up to 214 units, yet is proposed with substantially less units at 182 units. Again, this is line with keeping with the spirit and intent of the Township's Master Plan for the area.

Section 15.1704.3.B

The Intent and Objectives and Qualifications for a PUD

15.1701 SECTION 17.01 INTENT AND OBJECTIVES

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

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

The proposed Stonewater PUD has been designed to highlight the natural character of the land through the preservation of natural resources and providing significant amounts of open space. Substantial portions of the existing natural features on the site have been preserved or enhanced within the nearly 16.67 total acres, 15.01 credited acres, of designated permanent open space. Evergreen trees have been planted on site and it is the goal of the developer to transplant many of the trees throughout the site. In addition, the proposed PUD provides a picturesque viewshed along Lincoln Street with a professionally landscaped front entrance and significant view of the large four (4) acre pond.

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

The proposed Stonewater PUD promotes the conservation of natural features and resources through the permanent designation of land as open space. The proposed PUD contains 16.97 total acres of open space, 15.01 credited acres of open space, on a development area of 68.48 acres for a total of 21.9 percent open space. Most of the natural features of the site were removed decades ago. Historical aerial photos reveal that the northerly portion of the site was farmed for many decades. Over the past 10-15 years, evergreen trees have been planted in this area and it is the goal of the developer to transplant many of the trees throughout the proposed site. The southern portion of the property was stripped of topsoil and a large amount of underlying sand was mined and

removed from the site. Significant effort will be made to restabilize and revegetate this area with grass, trees and other landscaping.

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

The proposed Stonewater PUD has been innovatively designed to provide three (3) distinct residential uses including single family detached dwelling units, two family attached dwelling units and multi-family attached dwellings units with three (3) units. This type of innovative design is only accomplished through a Planned Unit Development. Additionally, two (2) large ponds are provided. All residents of the PUD will be allowed access to the both the north and the south ponds, along with their centrally located beach area and the community pavilion area. Additionally, a small playground will be provided for residents with small children.

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

The proposed Stonewater PUD will result in a recognizable and substantial benefit to the ultimate users of the project and to the community through housing and recreational opportunities, which include pedestrian connections throughout the site and access to the ponds for viewing and recreation. The proposed development provides two (2) means of connection onto Lincoln Street which ensures adequate emergency access to the neighborhood, and helps to disperse traffic flow. Additionally, the site has been designed with a well-connected street network, maximizing multiple points of internal access. Recreational opportunities for the residents of Stonewater include use of either of the ponds (swimming, fishing, non-motorized boating and canoeing, kayaking, etc.), generous sidewalks for walking, and an ample open area near lot 67 for playing catch or throwing a frisbee.

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

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

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

The proposed Stonewater PUD has been innovatively designed to provide an economical and efficient use of the land by providing a total of 182 housing units in three (3) distinct, yet harmonious styles (single family detached homes, duplex condominiums, and three-unit condominiums) while incorporating 16.67 total acres of permanently designated open space.

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

The proposed Stonewater PUD promotes the preservation of open space by permanently designating 16.67 total acres of open space, 15.01 credited acres of open space, on a development area of 68.48 acres for a total of 21.9 percent open space.

15.1702 SECTION 17.02 QUALIFICATIONS

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

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

The proposed Stonewater PUD contains a total of 68.48 acres.

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

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

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

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

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

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

The proposed Stonewater PUD has permanently designated 16.67 acres of open space, 15.01 credited acres of open space, on a development area of 68.48 acres for a total of 21.9 percent open space. Such a large preservation of land is best suited as a planned unit development in order to achieve the highest level of innovation and design. Additionally, the strict requirements of the zoning ordinance do not allow for two-unit and three-unit condominiums, which are an integral component of the proposed Stonewater PUD.

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

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

Section 15.1704.3.C

The General PUD Design Considerations of Section 17.05

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1. Infrastructure:

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

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

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

The proposed use of this site is consistent with the goals and objectives of the Grand Haven Township Master Plan as this site is future planned to be medium density residential. The proposed density of the site is calculated to be approximately 2.66 units per acre which is in line with the R-2 zoning district and a future medium density residential designation. In fulfilling the goals and objectives of the Master Plan and not exceeding the desired density and by connecting to the sanitary sewer and watermain that have been planned long ago for this site, the proposed Stonewater PUD will not unduly burden any public services.

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

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

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

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

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

The proposed Stonewater PUD has been designed with a safe and efficient circulation system to meet local and county standards, to minimize effects on the occupants and users of the PUD, and to minimize hazards to adjacent properties and roadways. Lincoln Street Holdings has provided at least two means of access to each site within the proposed development.

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

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

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

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

2. Building and Grounds:

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

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

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

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

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

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

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

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

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

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

The proposed Stonewater PUD utilizes open space and a picturesque view of the proposed pond to enhance the view from the street. Homesites are planned to be at least 200 feet from Lincoln Street. Within the proposed PUD, each home site will utilize on-site landscaping to accent the home as viewed from the street.

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

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

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

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

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

While the proposed Stonewater PUD shows four (4) separate dedicated open space areas, all properties within the PUD, including visitors, may utilize any of the open space areas. Adequate access to each open space area is provided at a public road and not abutting any build sites. All residents of the PUD will be allowed access to the both the north and the south ponds, along with their centrally located beach area and the community pavilion area.

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

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

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

The proposed density of the Stonewater PUD is calculated to be approximately 2.66 units per acre. This density is in line with R-2 zoning district, which a future medium density residential designation corresponds with in the current zoning ordinance, and it also meets the criteria of the allowable PUD density with the 8% density bonus for over 20% open space. Therefore, the land will not be overcrowded nor will there be a severe concentration of population.

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

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

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

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

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

Not applicable

3. General Considerations:

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

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

B. The proposed development shall be in compliance with all applicable Federal, State, County, and local laws and regulations. Any other permits for development that may be required by other agencies shall be available to the Township Board before construction is commenced.

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

4. Access Provisions:

A. A maximum of one (1) driveway or street opening per existing public street frontage shall be permitted for the PUD. Additional driveways may be permitted

provided that such drive is constructed and permitted to share access with other uses within the PUD, or an adjoining principal use or existing lot.

The proposed Stonewater PUD has two (2) points of ingress and egress on Lincoln Street, which have both been approved by the Ottawa County Road Commission. The property spans over 500 feet of frontage along Lincoln Street and will serve 182 dwelling units.

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

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

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

Not applicable

5. Open Space Requirements:

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

The proposed Stonewater PUD shows several dedicated open space areas, and all properties within the PUD may utilize any of the open spaces. Adequate access to the open space areas is maintained as at least twenty-five (25) percent of the overall area is open and not abutted by building sites.

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

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

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

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

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

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

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

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

All areas counted toward the credited open space are more than 50 feet in width. Only those areas greater than 50 feet have been counted toward the required open space.

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

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

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

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

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

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

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

1) that the open space is protected from all forms of development except as shown on the approved site plan;

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

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

6. Transition Areas.

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

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

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

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

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

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

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

Section 15.1704.3.D

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

---

The proposed use of this site is consistent with the goals and objectives of the Grand Haven Township Master Plan as this site is future planned to be medium density residential. The proposed overall density of the site is calculated to be approximately 2.66 units per acre. This density is in line with R-2 zoning district, which a future medium density residential designation corresponds with in the current zoning ordinance.

K:\2012\122\12201048\OUTGOING\PUDResubmittal_20160421\Misc Docs\Narrative_20160120.docx

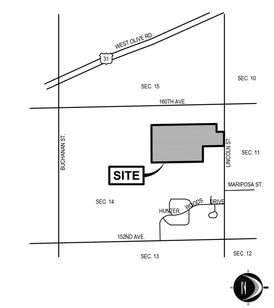
LEGEND

1. Neighborhood Access Point
2. Open Space
3. Community Park
4. Tot Lot
5. Temporary Culdesac

NOTES

Total Acreage	= 68.48 acres (Excluding Lincoln St. R.O.W.)
Total Open Space	= 16.97 acres (24.8%)
Total Length of Street	= 8,803 ln.ft.
Total Residential Units	= 182 units
Single Family Lots	= 107 units
Two Unit Condos (24)	= 48 units
Three Unit Condos (9)	= 27 units

LOCATION MAP



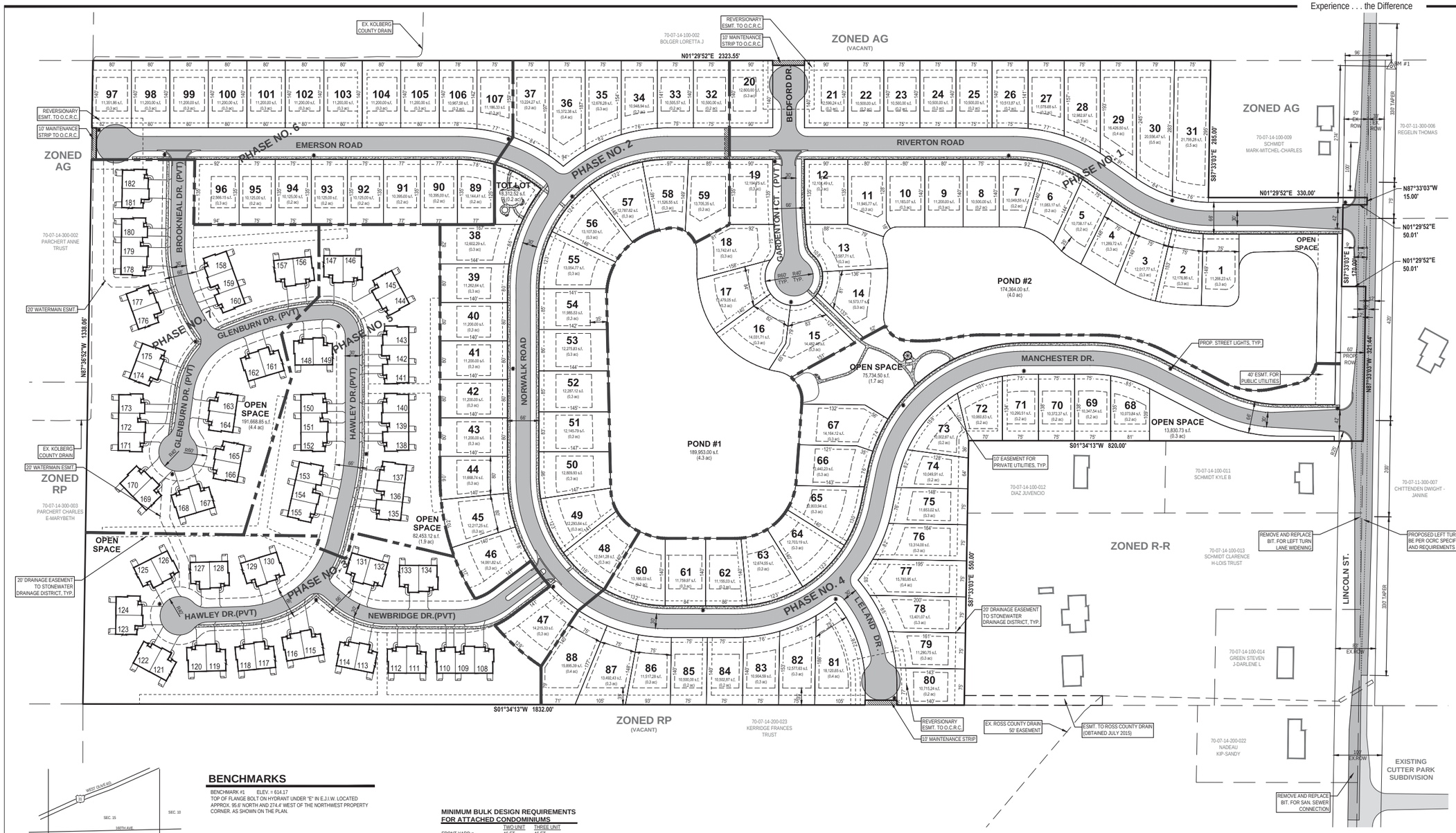
April 21, 2016 north 0' 50' 100' 200' scale 1" = 100'

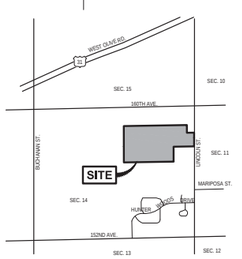
STONEWATER

SITE PLAN ILLUSTRATIVE RENDERING

project number: 12201048

NEDERVELD





LOCATION MAP

NOT TO SCALE

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

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

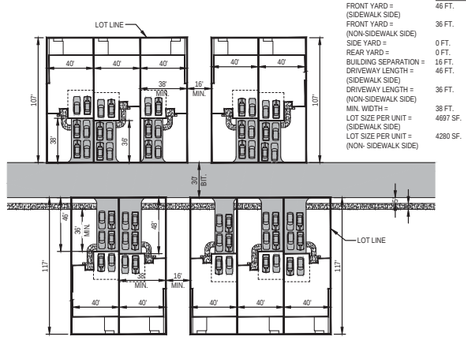
NOTE:
EXISTING UTILITIES AND SERVICE LINES IDENTIFIED AS "PLANS" WERE OBTAINED FROM AVAILABLE AS-BUILT RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND STATUS OF ALL UTILITIES AND SERVICE LINES PRIOR TO NEW CONNECTIONS.

BENCHMARKS

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

MINIMUM BULK DESIGN REQUIREMENTS FOR ATTACHED CONDOMINIUMS

	TWO UNIT	THREE UNIT
FRONT YARD = (SIDEWALK SIDE)	46 FT.	46 FT.
FRONT YARD = (NON-SIDEWALK SIDE)	36 FT.	36 FT.
SIDE YARD =	0 FT.	0 FT.
REAR YARD =	0 FT.	0 FT.
BUILDING SEPARATION =	16 FT.	16 FT.
DRIVEWAY LENGTH = (SIDEWALK SIDE)	46 FT.	46 FT.
DRIVEWAY LENGTH = (NON-SIDEWALK SIDE)	36 FT.	36 FT.
MIN. WIDTH =	38 FT.	38 FT.
LOT SIZE PER UNIT = (SIDEWALK SIDE)	4697 SF.	4697 SF.
LOT SIZE PER UNIT = (NON- SIDEWALK SIDE)	4280 SF.	4280 SF.



ATTACHED CONDOMINIUM LOT DETAIL

N.T.S.

LEGEND

- EX. BITUMINOUS
- PROPOSED BITUMINOUS (STANDARD DUTY)
- PROPOSED CONCRETE (STANDARD DUTY)
- PHASE LINE
- DECORATIVE STREET LIGHT (CONSUMERS ENERGY POLE MOUNTED LANTERN STYLE)

LEGAL DESCRIPTION

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

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

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

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

GENERAL NOTES

1) PROPOSED ZONING OF PROPERTY: PUD
PUD ZONING REQUIREMENTS

SINGLE FAMILY LOT BULK DESIGN REQUIREMENTS (SEE CONDO REQUIREMENTS THIS SHEET)
A) MINIMUM LOT AREA = 10,000 SQ.FT.
B) MINIMUM LOT WIDTH = 75 FT.
SETBACKS
A) FRONT YARD = 35 FT.
B) SIDE YARD = 8 FT. / 16 FT. TOTAL
C) REAR YARD = 35 FT. (25 FT. LOTS 72 & 73)

2) SUMMARY OF LAND USE:

OVERALL
A) TOTAL ACREAGE = 68.48 ACRES (2,982,989 SQ.FT.) (EXCLUDING LINCOLN ST. R.O.W.)
B) OVERALL TOTAL OPEN SPACE = 16.97 ACRES (24.8%)(SEE SHEET C-104)
C) CREDITED OPEN SPACE = 15.01 ACRES (21.9%)(SEE SHEET C-104)
D) AREA OF ROW = 570,604 SQ.FT.
E) AVG. UNIT SIZE (GROSS AREA) = 16,390 SQ.FT.
F) AVG. UNIT SIZE (G.A. LESS ROW) = 13,255 SQ.FT.
G) AREA OF PROP. BUILDINGS = 343,221 SQ.FT.
(INCLUDING CONDO BLDGS AND AN 1,800 SQ.FT. BLDG/ LOT)
H) AREA OF PROP. BITUMINOUS = 280,012 SQ.FT.
I) AREA OF PROP. CONCRETE = 48,845 SQ.FT.
J) TOTAL LENGTH OF STREET = 8,803 LF.
K) ALLOWABLE DENSITY = PARALLEL PLAN + 8% BONUS
= 171 UNITS X 1.08 = 185 UNITS (ROUNDED TO NEAREST WHOLE NUMBER)
L) TOTAL RESIDENTIAL UNITS = 182 UNITS

SINGLE FAMILY
A) TOTAL ACREAGE = 49.68 ACRES (2,164,177 SQ.FT.) (EXCLUDING LINCOLN ST. R.O.W.)
B) AREA OF ROW = 9.34 ACRES (406,783 SQ.FT.)
C) LENGTH OF STREETS = 6,343 LN.FT.
D) AVG. SINGLE FAMILY LOT SIZE = 12,108 SQ.FT.
D) TOTAL SINGLE FAMILY LOTS = 107 LOTS

CONDOMINIUMS
A) TOTAL ACREAGE = 18.64 ACRES (812,098 SQ.FT.)
B) AREA OF ROW = 3.76 ACRES (163,821 SQ.FT.)
C) LENGTH OF STREETS = 2,460 LN.FT.
D) TWO UNIT CONDOS (24) = 48 UNITS
THREE UNIT CONDOS (9) = 27 UNITS
TOTAL CONDO UNITS = 75 UNITS

PHASE NO. 1
A) TOTAL ACREAGE = 20.54 ACRES (894,522 SQ.FT.) (EXCLUDING LINCOLN ST. R.O.W.)
B) TOTAL OPEN SPACE = 8.41 ACRES
C) TOTAL LENGTH OF STREET = 1,843 LF.
D) TOTAL SINGLE FAMILY LOTS = 31 LOTS

3) GENERAL REQUIREMENTS
A) NORWALK ROAD, MANCHESTER DRIVE, LELAND DRIVE, EMERSON ROAD, RIVERTON ROAD, AND BEDFORD DRIVE (STUB) WILL BE DEDICATED TO THE PUBLIC AND WILL BE CONSTRUCTED PER OTTAWA COUNTY STANDARDS AND SPECIFICATIONS. GARDENTON COURT, NEWBRIDGE DRIVE, HAWLEY DRIVE, BROOKNEAL DRIVE, AND GLENBURN DRIVE PRIVATE ROADS AND SHALL MEET THE MINIMUM IMPROVEMENTS DESCRIBED IN SECTION 4.3 OF THE GRAND HAVEN CHARTER TOWNSHIP ZONING ORDINANCE.
B) ALL STREETS WITH ATTACHED CONDOMINIUMS WILL BE PRIVATE. THE PRIVATE ROADS SHALL MEET THE MINIMUM IMPROVEMENTS DESCRIBED IN SECTION 4.3 OF THE GRAND HAVEN CHARTER TOWNSHIP ZONING ORDINANCE.
C) THIS PROJECT WILL BE SERVICED BY PUBLIC UTILITIES - SANITARY SEWER, STORM SEWER, WATER, BURIED ELECTRIC, TELEPHONE, CABLE TV, AND GAS.
D) THIS PROJECT IS NOT LOCATED IN AN AREA OF THE 100 YEAR FLOODPLAIN BASED ON THE NATIONAL FLOOD INSURANCE RATE MAPS.
E) THIS PROJECT SHALL CONFORM TO THE OTTAWA COUNTY SOIL EROSION AND SEDIMENTATION CONTROL ORDINANCE.
F) ALL STORM SEWERS SHALL BE LOCATED WITHIN A MINIMUM 20 FT. DRAINAGE EASEMENT.
G) ALL STORM SEWER EASEMENTS WILL BE MAINTAINED BY A DRAINAGE DISTRICT ESTABLISHED BY A 433 AGREEMENT WITH THE OTTAWA COUNTY WATER RESOURCE COMMISSIONER.
H) CONTOURS ARE DEPICTED AT 2 FOOT INTERVALS.
I) EMERGENCY ACCESS ROAD SHALL BE MAINTAINED AT ALL TIMES. MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION. EMERGENCY ACCESS ROAD SHALL BE CONSTRUCTED CONCURRENT WITH PHASE TWO, AND SHALL CONNECT THE EAST END OF NORWALK STREET TO LINCOLN STREET APPROXIMATELY 400 FT. EAST OF RIVERTON AVENUE.
ALTERNATIVELY, AT THE DEVELOPERS DISCRETION, PHASE FOUR MAY BE CONSTRUCTED AS THE SECOND PHASE AND PHASE TWO WOULD BE CONSTRUCTED AS THE FOURTH PHASE. ALL OTHER PHASES WOULD REMAIN AS DEPICTED.
THE GRAVEL BASE AND SAND SUBBASE SHALL BE CONSTRUCTED TO THE STANDARDS OF THE OTTAWA COUNTY ROAD COMMISSION (SECTION IV.G.8).
J) DRIVEWAYS PROVIDING ACCESS TO CORNER LOTS SHALL BE REQUIRED TO GAIN SOLE ACCESS FROM THE LESSER TRAVELED OF THE TWO (2) INTERSECTING STREETS. LOTS SHALL BE PROHIBITED FROM GAINING ANY DRIVEWAY ACCESS ON LINCOLN STREET.

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

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HOLLAND
INDIANAPOLIS
ST. LOUIS

PREPARED FOR:
Lincoln Street Holdings, LLC.
Dale Kraker

3315 Railway Drive
Byron Center, MI 49315

REVISIONS:

Title: Prelim. PUD Submission	V. Date: 08.19.15
Drawn: JM Checked: RP	S. Date: 08.19.15
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Drawn: JM Checked: RP	S. Date: 11.05.15
Title: Prelim. PUD Resubmission	V. Date: 01.20.16
Drawn: JM Checked: RP	S. Date: 01.20.16
Title: Prelim. PUD Resubmission	V. Date: 04.21.16
Drawn: JM Checked: RP	S. Date: 04.21.16

PUD PLAN FOR:
STONEWATER
A PLATTED SUBDIVISION & CONDOMINIUM NEIGHBORHOOD

Preliminary Site Layout Plan

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

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

PROJECT NO:
12201048

SHEET NO:
C-101

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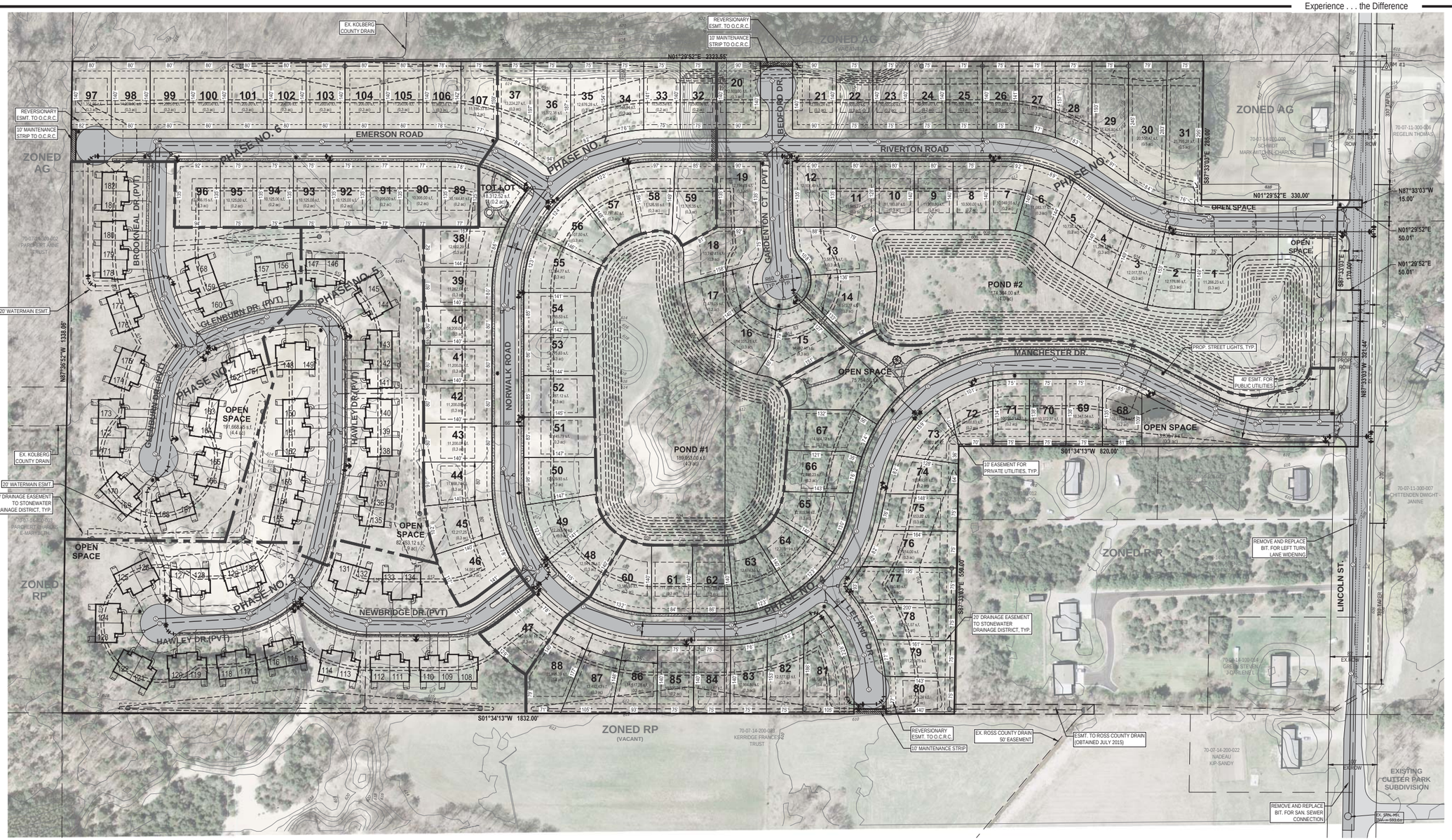
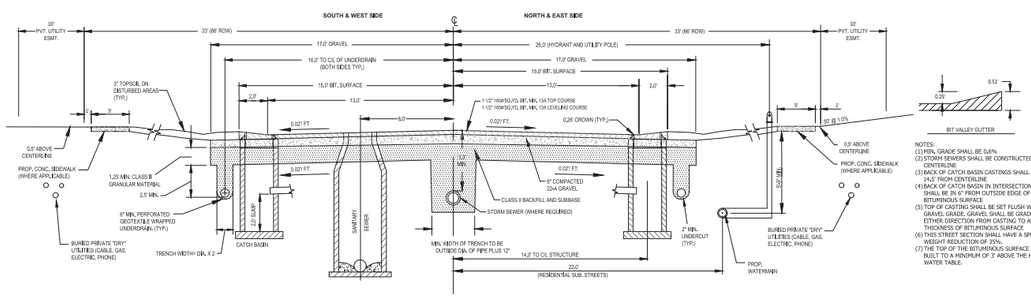
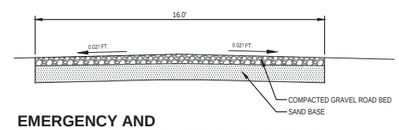




NOTES:
(1) MIN. GRADE SHALL BE 0.6%.
(2) STORM SEWERS SHALL BE CONSTRUCTED ALONG CENTERLINE
(3) BACK OF CATCH BASIN CASTINGS SHALL BE SET AT 14.5' FROM CENTERLINE.
(4) BACK OF CATCH BASIN IN INTERSECTION RADII SHALL BE IN 6" FROM OUTSIDE EDGE OF BITUMINOUS SURFACE
(5) TOP OF CASTING SHALL BE SET FLUSH W/ FINISH GRAVEL GRADE. GRAVEL SHALL BE GRADED 10' EITHER DIRECTION FROM CASTING TO ALLOW FOR THICKNESS OF BITUMINOUS SURFACE
(6) THIS STREET SECTION SHALL HAVE A SPRING WEIGHT REDUCTION OF 35%.
(7) THE TOP OF THE BITUMINOUS SURFACE WILL BE BUILT TO A MINIMUM OF 3' ABOVE THE HIGH WATER TABLE.

OTTAWA COUNTY ROAD COMMISSION & PRIVATE ROAD (WHERE NOTED) TYPICAL RESIDENTIAL SECTION WITH BITUMINOUS CURB & INFRASTRUCTURE LOCATION PROFILE

N.T.S.



EMERGENCY AND CONSTRUCTION ACCESS CROSS-SECTION

N.T.S.

PHASE NO. 1 CONST. SCHEDULE 2016

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
PLACE SILT FENCE & OTHER S.E.S.C. MEASURES										
STRIP & STOCKPILE TOPSOIL										
ROUGH GRADE SITE										
CONSTRUCT SANITARY SEWER										
CONSTRUCT STORM SEWER										
CONSTRUCT WATERMAIN										
INSTALL NAT. GAS, ELECTRIC, & TELECOMMUNICATIONS										
FINISH GRADE SITE										
PAVE ROADWAYS										
RESPREAD TOPSOIL/COMPACTION										
SEED DISTURBED AREAS										
SITE RESTORATION/CLEAN UP										

LEGEND

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

N

0' 50' 100' 200'

SCALE: 1" = 100'

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PUD PLAN FOR:
STONEWATER
A PLATTED SUBDIVISION & CONDOMINIUM NEIGHBORHOOD

Preliminary Grading & Utilities Plan

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STAMP:
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RICHARD A. PULASKI
ENGINEER
No. 52618
LICENSED PROFESSIONAL ENGINEER

PROJECT NO: 12201048

SHEET NO: C-102

SHEET: 2 OF 7

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RATIONAL COEFFICIENT FOR DETENTION BASIN VOLUME DETERMINATION

C-DEVELOPED

	Length (ft)	Width (ft)	Area (s.f.)	Quantity	Total Area (s.f.)	Area (Ac)
A. Impervious Area (C=0.95)						
Pavement	276,676	1	276,676	1	276,676	6.35
Homes	50	40	2,000	118	236,000	5.42
Driveway	20	40	800	118	94,400	2.17
Garages	500	1	500	118	59,000	1.35
Condominiums (incl garage and driveways)	2,885	1	2,885	66	190,410	4.37
Side Walk	38,734	1	38,734	1	38,734	0.89
Total						20.55
B. Detention Area (C=1.00)			365,897			8.40
C. 'Green' Area			C= 0.15			
Total site area						68.48
Total impervious area						28.95
Change in impervious area						28.95
Total 'Green' area						39.53
D. Calculate C-dev =			(1.0(area1.0)+GreenAreaC(Green Area))/total area		C-dev =	0.49

(Note: The proposed PUD plan results in a higher impervious area than the "Parallel Plan," due to larger surface area of the proposed ponds. Therefore, for the purposes of determining overall detention requirements, the proposed plan conditions are used, as they provide the more conservative (higher) requirement.)

DETENTION BASIN DESIGN SPREADSHEET - CHICAGO ROUTING METHOD

C-dev =	0.49	Developed Rational Coefficient
Release =	0.13 cfs/ac	Allowable Release Rate
Area =	68.48 ac	Drainage Area
	8.90 cfs/ac	Allowable Release Flow into Ross Drain
Infiltration =	2.99 in/hr	Half published rate of infiltration of 5.98 in/hr
Area =	73,962 sq.ft.	Detention basin area (parallel plan)
	512 cfs	Infiltration rate into basin bottom
	14.02 cfs	Total Release (incl. infiltration & reease to drain)

100-Year Event Detention Volume

T (min)	T (hr)	I(100) (in/hr)	Q_{in} (cfs)	Q_{out} (cfs)	Q_{in} - Q_{out} (cfs)	Storage (ft³)
10.00	0.17	7.74	262.02	14.02	248.00	148,800
20.00	0.33	5.77	195.33	14.02	181.31	217,572
30.00	0.50	4.56	154.37	14.02	140.35	252,627
40.00	0.67	3.80	128.64	14.02	114.62	275,088
50.00	0.83	3.30	111.71	14.02	97.69	293,080
60.00	1.00	2.89	97.84	14.02	83.81	301,729
75.00	1.25	2.50	84.63	14.02	70.61	317,749
90.00	1.50	2.20	74.48	14.02	60.46	326,457
105.00	1.75	1.95	66.01	14.02	51.99	327,548
120.00	2.00	1.78	60.26	14.02	46.24	332,905
150.00	2.50	1.50	50.78	14.02	36.76	330,822
180.00	3.00	1.31	44.35	14.02	30.33	327,520
240.00	4.00	1.05	35.55	14.02	21.52	309,947
300.00	5.00	0.89	29.96	14.02	15.94	286,891
360.00	6.00	0.77	26.07	14.02	12.05	260,178
420.00	7.00	0.69	23.19	14.02	9.17	231,028
480.00	8.00	0.62	20.99	14.02	6.97	200,659
540.00	9.00	0.57	19.13	14.02	5.11	165,416
600.00	10.00	0.52	17.60	14.02	3.58	128,953
660.00	11.00	0.48	16.25	14.02	2.21	88,215
720.00	12.00	0.44	14.90	14.02	0.87	37,748
Check for Intermediate Maximum						
730.00	2.17	1.69	57.10	14.02	43.08	336,002

Storage Volume Required: 336,002 Cu. Ft. / 7.714 Ac-Ft.

The predominant soils type within the pond areas at Stonewater is classified as "Granby Loamy Sand" by the United States Natural Resources Conservation Service. According to the Natural Resources Conservation Service, this soil has a "High to very high" capacity to transmit (absorb) water, and does so at a rate of 5.95 to 19.98 in/hr.

STORMWATER DETENTION BASIN CONTOUR AREAS AND VOLUMES PROVIDED

Elev.	Area (s.f.)	Vol. (c.f.)	Vol. (ac-ft)	Cum. Vol.
606.50	48,771			
607.00	50,850	24,903	0.57	0.57
608.00	55,084	52,983	1.22	1.79
609.00	59,417	57,257	1.3	3.10
610.00	63,852	61,621	1.41	4.52
611.00	68,387	66,137	1.52	6.03
612.00	73,022	70,642	1.62	7.66
612.20	73,962	14,698	0.34	7.99

Total Volume Provided: 348,211 cubic feet / 7.99 acre-feet (achieved in 73,962 sq.ft., or 1.70 acres)

Total Volume Required (100 yr Storm Event): 7.71 acre-feet

*****Detention Volume provided exceeds minimum requirement, and is achieved in 1.70 acres*****

GENERAL NOTES

1) R-2 ZONING REQUIREMENTS
   A) MINIMUM LOT AREA = 13,000 SQ.FT.
   B) MINIMUM LOT WIDTH = 80 FT.
2) TOTAL NUMBER OF UNITS = 171
3) STORMWATER DETENTION BASIN
   A) BASIN BOTTOM (AND NORMAL WATER LEVEL) = 606.5
   B) 100 YEAR HIGH WATER ELEVATION = 612.2
   C) AREA OF 100 YEAR DETENTION = 73,962 SQ.FT.

N

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

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PREPARED FOR:
Lincoln Street Holdings, LLC.
Dale Kraker

3315 Railway Drive
Byron Center, MI 49315

REVISIONS:

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PUD PLAN FOR:
STONEWATER
A PLATTED SUBDIVISION & CONDOMINIUM NEIGHBORHOOD

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

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

PROJECT NO:
12201048

SHEET NO:
C-103

SHEET: 3 OF 7

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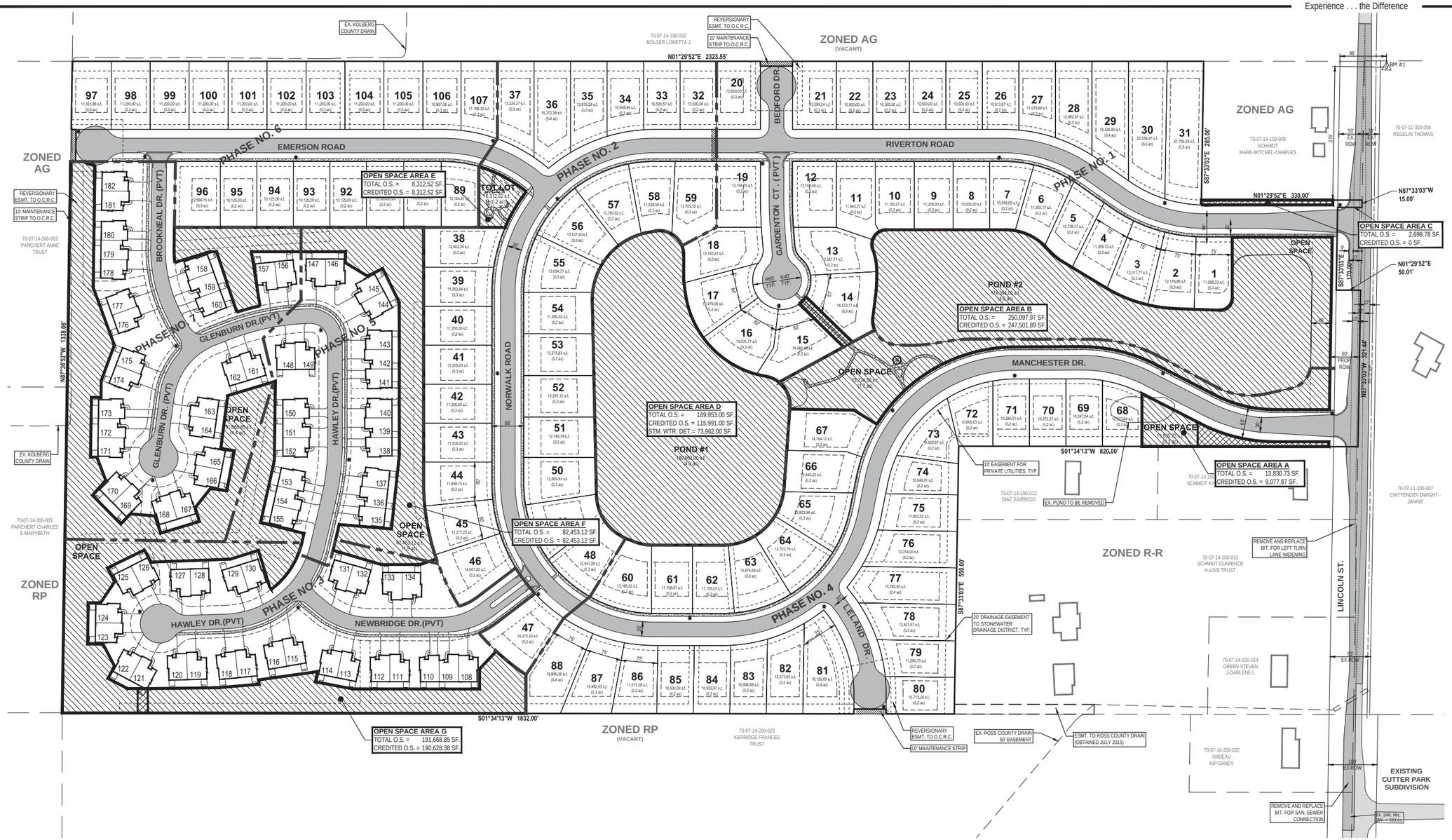

LEGEND

- UNCREDITED OPEN SPACE
- CREDITED OPEN SPACE

OPEN SPACE CALCULATIONS

AREA	TOTAL O.S. (SF)	CREDITED O.S. (SF)	STM. WTR. (SF)
A	13,830.73	9,077.87	0.00
B	250,097.97	247,501.89	0.00
C	2,699.78	0.00	0.00
D	189,953.00	115,991.00	73962.00
E	8,312.52	8,312.52	0.00
F	82,453.12	82,453.12	0.00
G	191,668.85	190,628.38	0.00
GRAND TOTAL (SF)	**739,015.97**	**653,964.78**	**73962.00**
GRAND TOTAL (AC)	**16.97**	**15.01**	**1.70**

NOTE:
CREDITED OPEN SPACE IS CALCULATED AS FOLLOWS:
TOTAL OPEN SPACE, AREA D: 188,633.50 SF.
REQUIRED LAND AREA FOR DETENTION: - 73,962.00 SF.
CREDITED QUALIFIED OPEN SPACE = 114,671.50 SF.

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

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

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

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

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PREPARED FOR:
Lincoln Street Holdings, LLC.
Dale Kraker

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Byron Center, MI 49315

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PUD PLAN FOR:
STONEWATER
A PLATTED SUBDIVISION & CONDOMINIUM NEIGHBORHOOD

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

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

PROJECT NO:
12201048

SHEET NO:
C-104

SHEET: 4 OF 7

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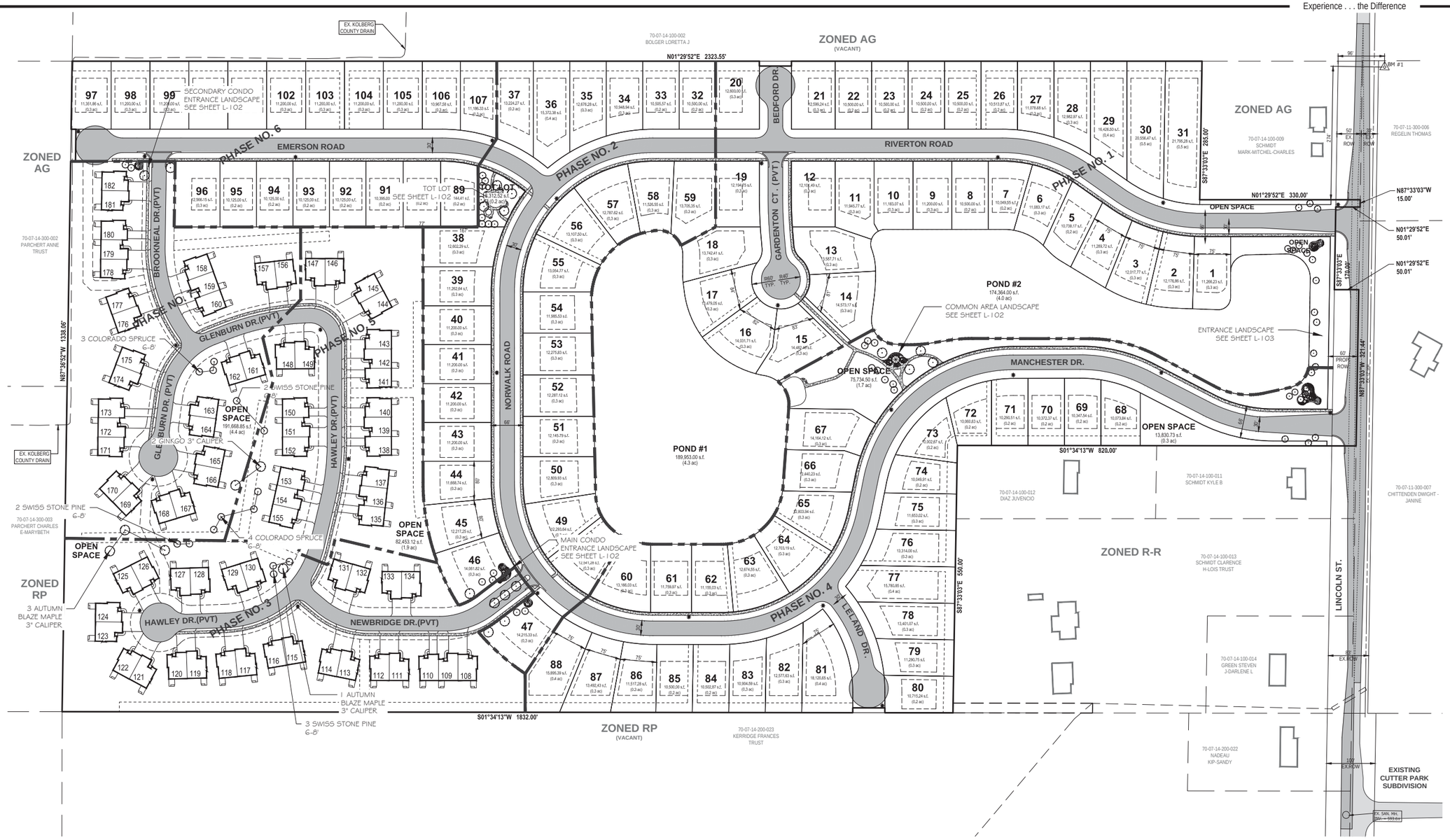

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0' 50' 100' 200'
SCALE: 1" = 100'

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PUD PLAN FOR:
STONEWATER
A PLATTED SUBDIVISION & CONDOMINIUM NEIGHBORHOOD

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

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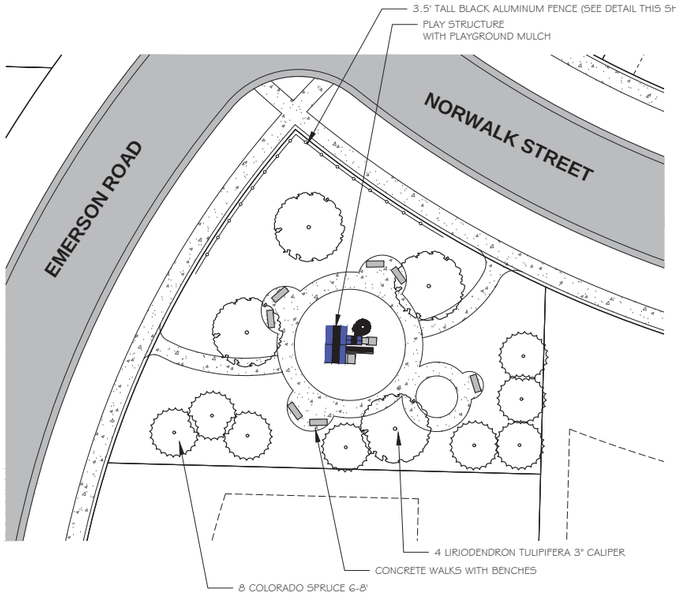
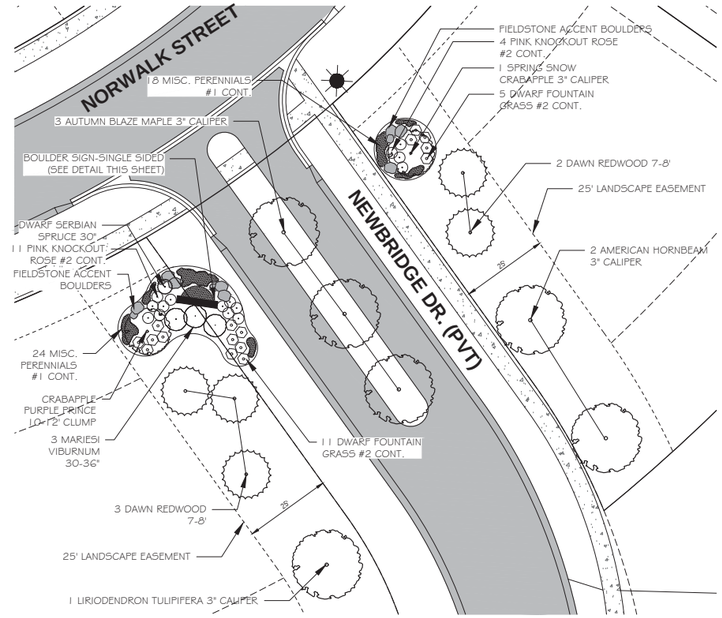
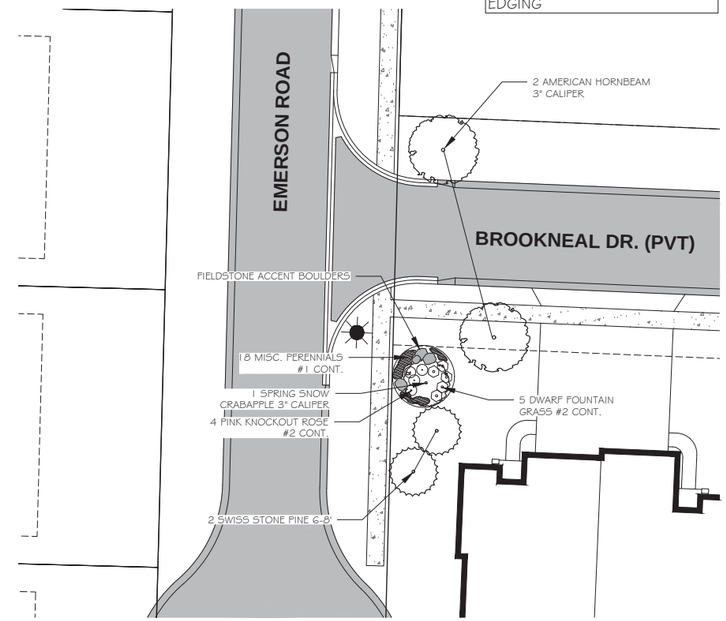


TOT LOT
1" = 20'

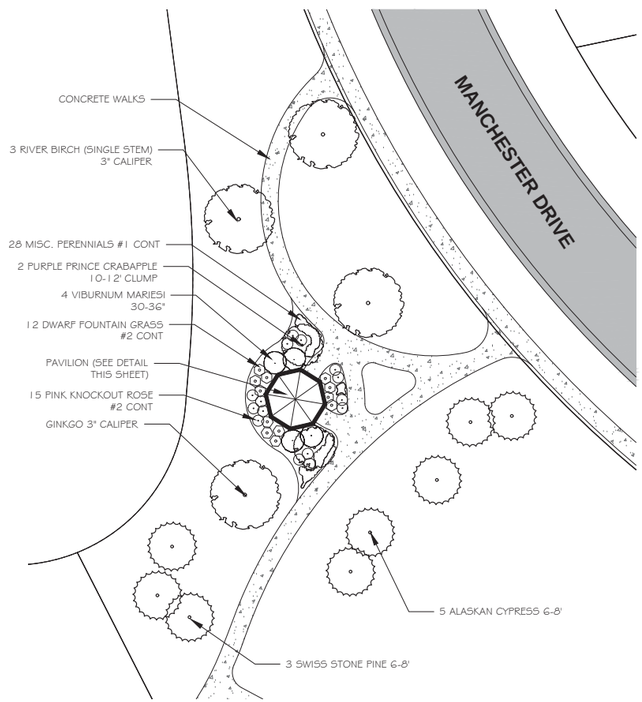


MAIN CONDOMINIUM ENTRANCE
1" = 20'

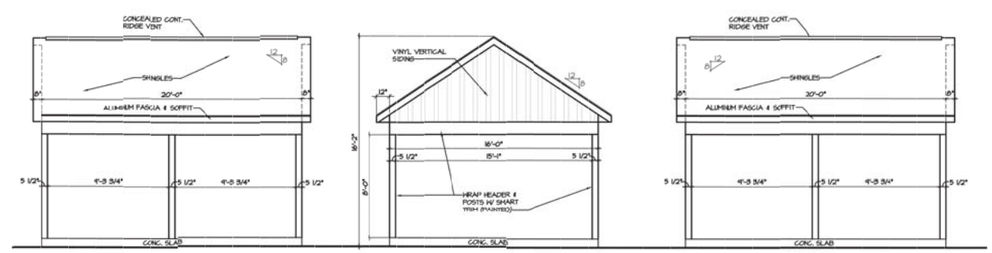
NOTE:
ALL BEDS TO RECIEVE NATURAL SHREDDED HARDWOOD BARKMLUCH AND ALUINUM BED EDGING



SECONDARY CONDOMINIUM ENTRANCE
1" = 20'



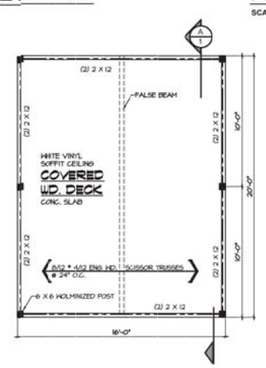
COMMON AREA
1" = 20'



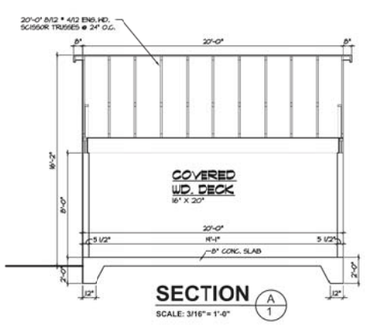
LEFT ELEVATION
SCALE: 3/16" = 1'-0"

FRONT ELEVATION
SCALE: 3/16" = 1'-0"

RIGHT ELEVATION
SCALE: 3/16" = 1'-0"



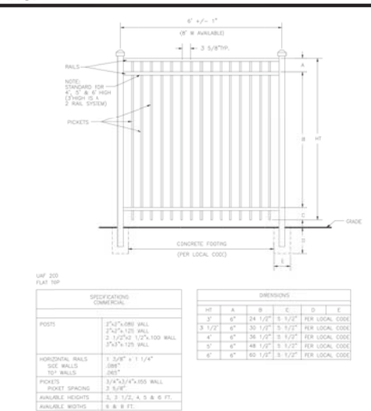
FIRST FLOOR PLAN
SCALE: 3/16" = 1'-0"



SECTION
SCALE: 3/16" = 1'-0"

JIM TIBBE HOMES
616-916-8895

PAVILION DETAIL
SCALE: AS SHOWN



FENCE DETAIL
N.T.S.

SIGN DETAIL AT CONDO ENTRANCE
N.T.S.

0' 10' 20' 40'
SCALE: 1" = 20'

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PUD PLAN FOR:
STONEWATER
A PLATTED SUBDIVISION & CONDOMINIUM NEIGHBORHOOD

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

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PROJECT NO: 12201048

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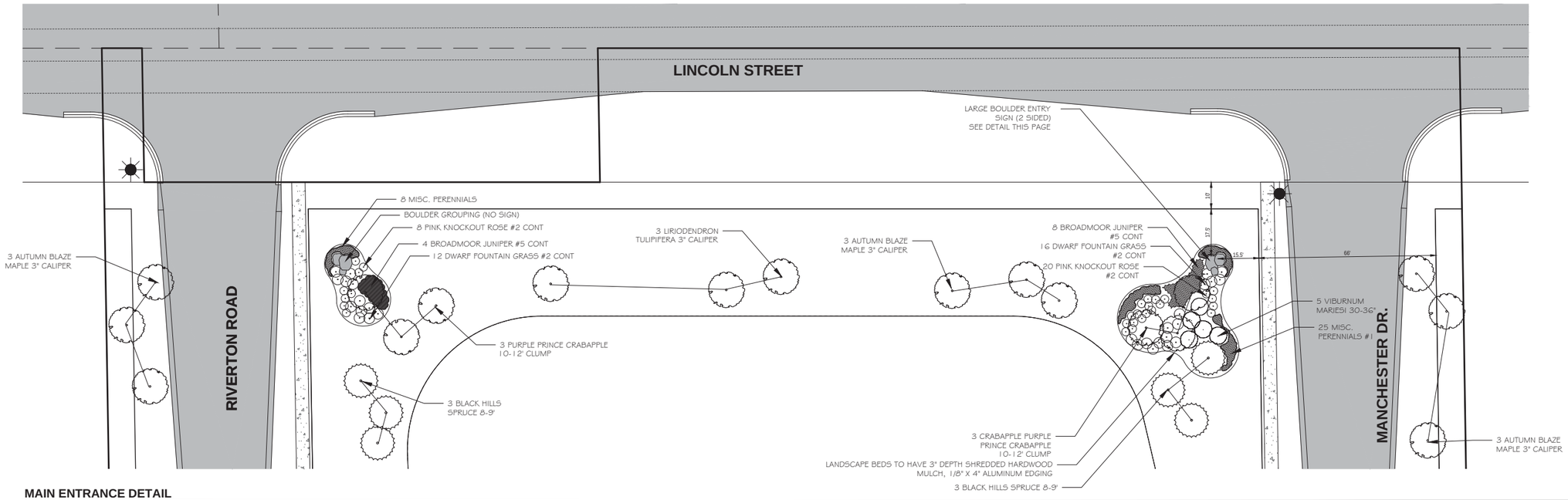
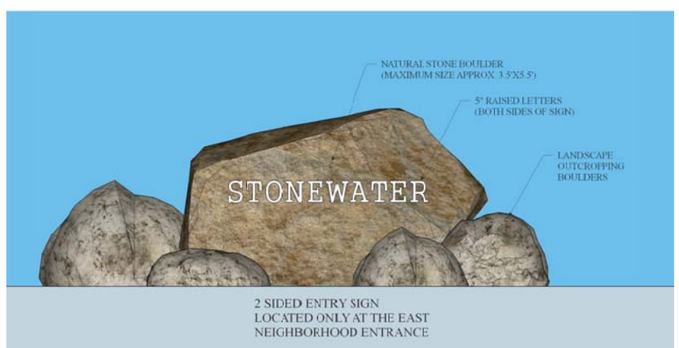


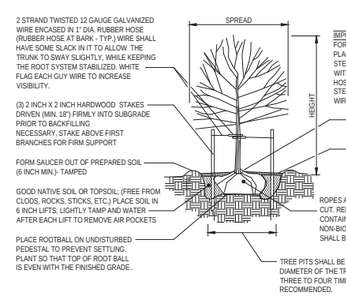
MAIN ENTRANCE DETAIL

1" = 20'



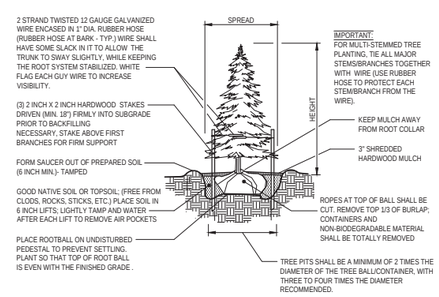
SIGN DETAIL

N.T.S.



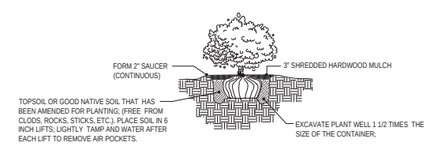
TYPICAL DECIDUOUS TREE PLANTING DETAIL

N.T.S.



TYPICAL EVERGREEN TREE PLANTING DETAIL

N.T.S.



TYPICAL SHRUB / PERENNIAL / ORNAMENTAL GRASS PLANTING DETAIL

N.T.S.

PLANT LIST

QUANTITY	COMMON NAME	BOTANICAL NAME	SIZE
DECIDUOUS TREES			
16	AUTUMN BLAZE MAPLE	ACER X FREEMANII 'JEFFSRED'	3" CALIPER
8	TULIP TREE	LIRIODENDRON TULIPIFERA	3" CALIPER
3	GINKGO	GINGKO BILOBA	3" CALIPER (FEMALE)
3	RIVER BIRCH	BETULA NIGRA	3" CALIPER
4	AMERICAN HORNBEAM	OSTRYA VIRGINICA	3" CALIPER
9	PURPLE PRINCE CRABAPPLE	MALUS 'PURPLE PRINCE'	10-12' CLUMP
2	SPRING SNOW CRABAPPLE	MALUS 'SPRING SNOW'	3" CALIPER
EVERGREEN TREES			
6	BLACK HILLS SPRUCE	PICEA GLAUCA 'DENSATA'	8-9'
15	COLORADO SPRUCE	PICEA PUNGENS 'GLAUCA'	6-8'
12	SWISS STONE PINE	PINUS CEMBRA	6-8'
5	DAWN REDWOOD	METASEQUOIA GLYPTOSTROBOIDES	7-8'
5	ALASKAN CYPRESS	CUPRESSYSS NOOTKATENSIS	6-8'
SHRUBS, ORNAMENTAL GRASSES, PERENNIALS			
12	DOUBLEFILE VIBURNUM	VIBURNUM P. TOMENTOSUM 'MARIESI'	30-36" B&B
62	PINK KNOCKOUT ROSE	ROSA X 'RADCON'	#2 CONT.
12	BROADMOOR JUNIPER	JUNIPERUS SABINA 'BROADMOOR'	#5 CONT.
1	DWARF SERBIAN SPRUCE	PICEA OMORIKA 'NANA'	30" B&B
61	DWARF FOUNTAIN GRASS	PENNISETUM A. 'HAMELN'	#2 CONT.
	MISCELLANEOUS PERENNIALS INCLUDING:		
40	WALKER'S LOW NEPETA	NEPETA X FAASSENII 'WALKER'S LOW'	#1 CONT.
40	MILLENIUM ORNAMENTAL ONION	ALLIUM 'MILLENIUM'	#1 CONT.
20	ZAGREB THREADLEAF COREOPSIS	COREOPSIS VERTICILLATA 'ZAGREB'	#1 CONT.
21	FIREWITCH CARNATION	DIANTHUS 'FIREWITCH'	#1 CONT.

LANDSCAPING NOTES

1. ALL PLANTING BEDS SHALL BE HARDWOOD MULCH, 3" DEEP.
2. ALL TREES OUTSIDE PLANTING BEDS SHALL HAVE 5' DIAMETER CIRCLE OF SHREDDED HARDWOOD BARKMULCH 3" DEEP.
3. PLANT HOLE PREPARATION FOI TREES AND SHRUBS SHALL CONOIST OF ONE HALF TOPSOIL AND ONE HALF EXISTING SOIL, MIXED THOUROUGLY.

LANDSCAPE PLANS & DESIGN BY:

KATERBERG VERHAGE
Landscapes for Life
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Grand Rapids, Michigan 49525
616.949.3030
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N

0' 10' 20' 40'
SCALE: 1" = 20'

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

PREPARED FOR:
Lincoln Street Holdings, LLC.
Dale Kraker

3315 Railway Drive
Byron Center, MI 49315

REVISIONS:

Title: Prelim. PUD Submission		V. Date: 08.19.15
Drawn: JM	Checked: RP	S. Date: 08.19.15
Title: Prelim. PUD Resubmission		V. Date: 09.15.15
Drawn: JM	Checked: RP	S. Date: 09.15.15
Title: Prelim. PUD Resubmission		V. Date: 10.08.15
Drawn: JM	Checked: RP	S. Date: 10.08.15
Title: Prelim. PUD Resubmission		V. Date: 11.05.15
Drawn: JM	Checked: RP	S. Date: 11.05.15
Title: Prelim. PUD Resubmission		V. Date: 01.20.16
Drawn: JM	Checked: RP	S. Date: 01.20.16
Title: Prelim. PUD Resubmission		V. Date: 04.21.16
Drawn: JM	Checked: RP	S. Date: 04.21.16

PUD PLAN FOR:
STONEWATER
A PLATTED SUBDIVISION & CONDOMINIUM NEIGHBORHOOD

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

STAMP:

PROJECT NO:
12201048

SHEET NO:
L-103

SHEET: 7 OF 7

12201048-PREL10-PP.dwg JM 4/21/2016 12:55

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

ATTENTION COUNTY REGISTER OF DEEDS

The Condominium Subdivision Plan Number must be assigned in consecutive sequence. When a number has been assigned to this project it must be properly shown on this sheet and in the Surveyors Certificate on Sheet No. 2.

STONEWATER CONDOMINIUMS NO. 1

Part of the Northwest 1/4 of Section 14, Town 7 North, Range 16 West, Grand Haven Charter Township, Ottawa County, Michigan

EXHIBIT "B"

DEVELOPER

Lincoln Street Holdings, LLC.
3315 Railway Drive
Byron Center, Michigan
49315

SURVEYOR

Nederveld, Inc.
217 Grandville Avenue SW
Suite 302
Grand Rapids, Michigan 49503

DESCRIPTION

Part of the Northwest 1/4, Section 14, T7N, R16W, Grand Haven Township, Ottawa County, Michigan, described as: Commencing at the North 1/4 corner of said section; thence S01°34'13"W 1699.75 feet along the North-South 1/4 line of said section to the Point of Beginning; thence continuing S01°34'13"W 952.25 feet along said 1/4 line to the center of said section; thence N87°36'52"W 356.74 feet along the East-West 1/4 line of said section; thence N02°23'08"E 486.65 feet; thence Southeasterly 23.98 feet along a 167.00 foot radius curve to the right, said curve having a central angle of 08°13'44", and a chord bearing S71°03'28"E 23.96 feet; thence N23°03'24"E 66.00 feet; thence Northwesterly 33.46 feet along a 233.00 foot radius curve to the left, said curve having a central angle of 08°13'44", and a chord bearing N71°03'28"W 33.43 feet; thence N75°10'20"W 22.79 feet; thence N14°49'40"E 216.28 feet; thence Northeasterly 97.62 feet along a 473.00 foot radius curve to the left, said curve having a central angle of 11°49'28", and a chord bearing N65°08'40"E 97.44 feet; thence Northwesterly 41.82 feet along a 117.00 foot radius curve to the left, said curve having a central angle of 20°28'42", and a chord bearing N25°25'39"W 41.60 feet; thence N35°40'00"W 98.98 feet; thence Northeasterly 66.11 feet along a 333.00 foot radius curve to the left, said curve having a central angle of 11°22'29", and a chord bearing N54°20'00"E 66.00 feet; thence S35°40'00"E 98.98 feet; thence Southeasterly 42.20 feet along a 183.00 foot radius curve to the right, said curve having a central angle of 13°12'39", and a chord bearing S29°03'41"E 42.10 feet; thence Northeasterly 129.22 feet along a 473.00 foot radius curve to the left, said curve having a central angle of 15°39'11", and a chord bearing N43°05'38"E 128.82 feet; thence S88°25'47"E 79.46 feet to the Point of Beginning. Containing 6.99 acres. Subject to easements, restrictions, and rights-of-way of record.

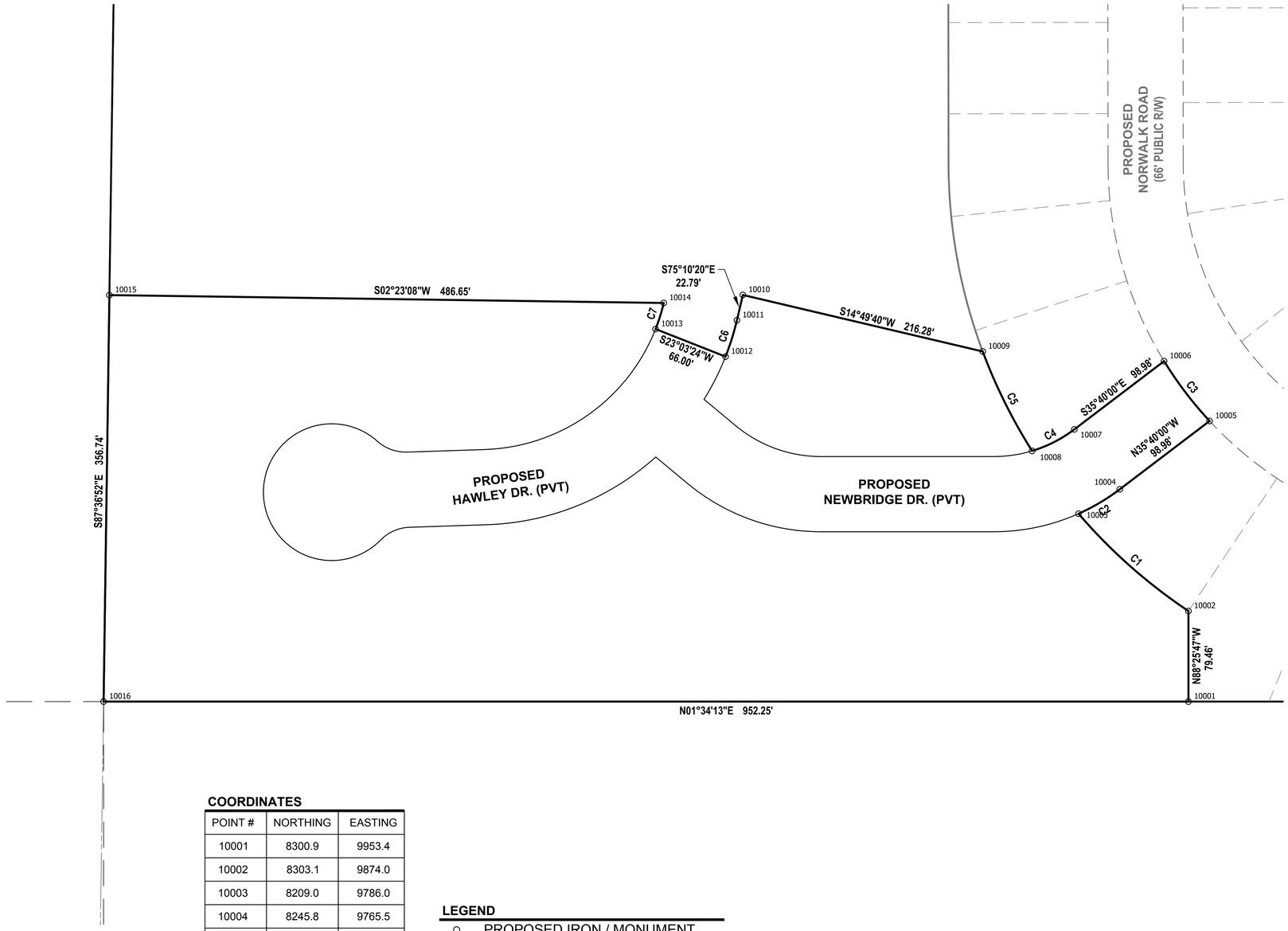
SHEET INDEX

1) Cover Sheet
2) Survey Plan
3) Expandable Area Plan
4) Site Plan
5) Utility Plan
6) Building Plans & Sections
7) Building Plans & Sections

PROPOSED DATED
APRIL 21, 2016
COVER SHEET

SHEET NO. 1

© 2015 Nederveld, Inc.



GENERAL NOTES

1) Benchmark Elevation: 614.17, Top of flange bolt on hydrant under "E" in E.J.I.W. located approx. 95.6' north and 274.4' west of the northwest property corner.
2) Bearings as shown hereon are based on the recorded plat of "Cutter Park South" as recorded in Liber 33 of Plats, Page 65.
3) Iron bars 1/2 inch in diameter and 36 inches in length and encased in 4" of concrete have been placed at all boundary corners.
4) All dimensions are in feet.
5) All curve dimensions are arc distances.
6) Flood Plain Note: The area is mapped by the National Flood Insurance Program Rate Maps but this parcel does not lie within the boundary of the 100 year flood plain as defined by these maps.
7) The total area of the condominium is 14.19 Acres.
8) Each structure shall be located in strict compliance with the ordinances of the Township of Grand Haven, Ottawa County, and the State of Michigan.
9) All improvements and utilities needed for Units 1 through 66 must be built.
10) Prior to excavation, contact MISS DIG (1-800-482-7171) three working days in advance.
11) Utility Note: All the utilities will be shown on the "As-Built" plans, including service size and meter locations.

UTILITY NOTES

ALL THE UTILITIES WILL BE SHOWN ON THE "AS-BUILT" PLANS INCLUDING SERVICE SIZE AND METER LOCATION.

PRIOR TO EXCAVATION CONTACT MISS DIG
3 WORKING DAYS IN ADVANCE
1-800-482-7171

SURVEYOR'S CERTIFICATE

I, _____, Professional Surveyor of the State of Michigan, hereby certify: That the subdivision plan known as _____ County Condominium Subdivision Plan No. ____, 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 property herein described. That the required monuments and iron markers will be placed in the ground within 12 months from recordation of the Condominium Subdivision Plan 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.

Date: _____

_____
SURVEYOR SIGNATURE

COORDINATES

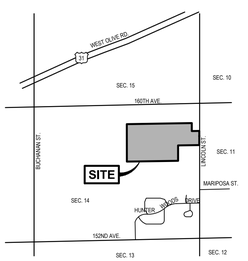
POINT #	NORTHING	EASTING
10001	8300.9	9953.4
10002	8303.1	9874.0
10003	8209.0	9786.0
10004	8245.8	9765.5
10005	8326.2	9707.8
10006	8287.7	9654.2
10007	8207.3	9711.9
10008	8169.7	9729.8
10009	8128.8	9641.4
10010	7919.7	9586.0
10011	7913.9	9608.0
10012	7903.0	9639.7
10013	7842.3	9613.8
10014	7850.1	9591.2
10015	7363.8	9570.9
10016	7349.0	9927.3

LEGEND

○ PROPOSED IRON / MONUMENT

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	129.22'	473.00'	15°39'11"	N43°05'38"E	128.82'
C2	42.20'	183.00'	13°12'39"	N29°03'41"W	42.10'
C3	66.11'	333.00'	11°22'29"	N54°20'00"E	66.00'
C4	41.82'	117.00'	20°28'42"	N25°25'39"W	41.60'
C5	97.62'	473.00'	11°49'28"	N65°08'40"E	97.44'
C6	33.46'	233.00'	8°13'44"	N71°03'28"W	33.43'
C7	23.98'	167.00'	8°13'44"	N71°03'28"W	23.96'



LOCATION MAP

NOT TO SCALE

N

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

PROPOSED DATED
APRIL 21, 2016

SHEET NO. 2

SURVEY PLAN
STONEWATER CONDOMINUMS NO. 1
NEDERVELD, INC. -- 217 GRANDVILLE AVENUE SW, SUITE 302, GRAND RAPIDS, MI 49503

12201/04A-PREL1-D-SUBZ.dwg AM 4/21/2016 11:31

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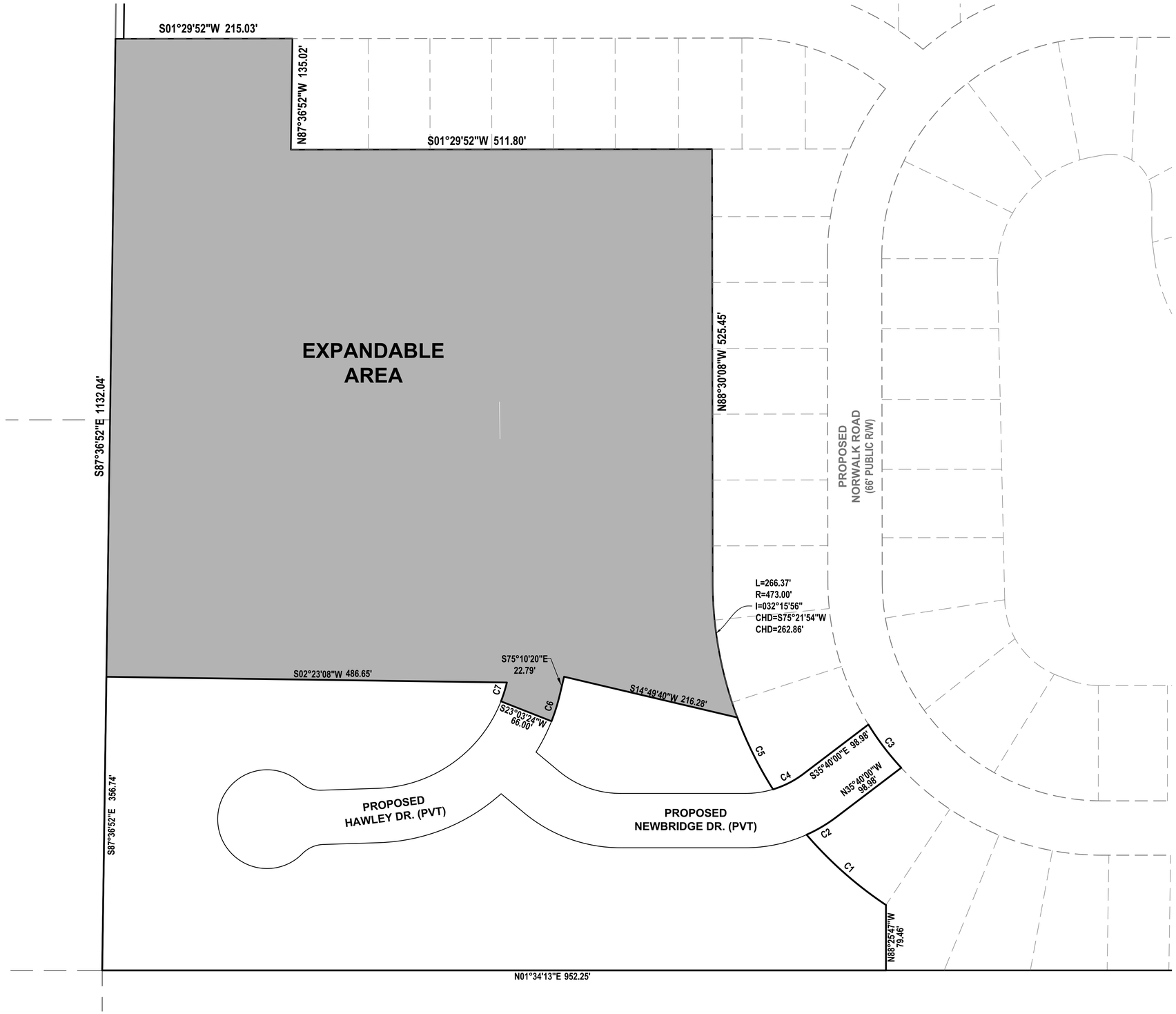


EXPANDABLE AREA DESCRIPTION

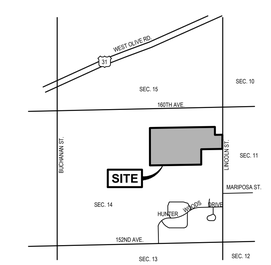
Part of the Northwest 1/4, Section 14, T7N, R16W, Grand Haven Township, Ottawa County, Michigan, described as: Commencing at the North 1/4 corner of said section; thence S01°34'13"W 1699.75 feet along the North-South 1/4 line of said section to the Point of Beginning; thence continuing S01°34'13"W 952.25 feet along said 1/4 line to the center of said section; thence N87°36'52"W 1132.04 feet along the East-West 1/4 line of said section; thence N01°29'52"E 215.03 feet parallel with the West line of the East 1/2 of the Northwest 1/4 of said section; thence S87°36'52"E 135.02 feet; thence N01°29'52"E 511.80 feet; thence S88°30'08"E 525.45 feet; thence Northeasterly 266.37 feet along a 473.00 foot radius curve to the left, said curve having a central angle of 32°15'56", and a chord bearing N75°21'54"E 262.86 feet; thence Northwesterly 41.82 feet along a 117.00 foot radius curve to the left, said curve having a central angle of 20°28'42", and a chord bearing N25°25'39"W 41.60 feet; thence N35°40'00"W 98.98 feet; thence Northeasterly 66.11 feet along a 333.00 foot radius curve to the left, said curve having a central angle of 11°22'29", and a chord bearing N54°20'00"E 66.00 feet; thence S35°40'00"E 98.98 feet; thence Southeasterly 42.20 feet along a 183.00 foot radius curve to the right, said curve having a central angle of 13°12'39", and a chord bearing S29°03'41"E 42.10 feet; thence Northeasterly 129.22 feet along a 473.00 foot radius curve to the left, said curve having a central angle of 15°39'11", and a chord bearing N43°05'38"E 128.82 feet; thence S88°25'47"E 79.46 feet to the Point of Beginning. Containing 18.64 acres. Subject to easements, restrictions, and rights-of-way of record.

EXCEPT

Part of the Northwest 1/4, Section 14, T7N, R16W, Grand Haven Township, Ottawa County, Michigan, described as: Commencing at the North 1/4 corner of said section; thence S01°34'13"W 1699.75 feet along the North-South 1/4 line of said section to the Point of Beginning; thence continuing S01°34'13"W 952.25 feet along said 1/4 line to the center of said section; thence N87°36'52"W 356.74 feet along the East-West 1/4 line of said section; thence N02°23'08"E 486.65 feet; thence Southeasterly 23.98 feet along a 167.00 foot radius curve to the right, said curve having a central angle of 08°13'44", and a chord bearing S71°03'28"E 23.96 feet; thence N23°03'24"E 66.00 feet; thence Northwesterly 33.46 feet along a 233.00 foot radius curve to the left, said curve having a central angle of 08°13'44", and a chord bearing N71°03'28"W 33.43 feet; thence N75°10'20"W 22.79 feet; thence N14°49'40"E 216.28 feet; thence Northeasterly 97.62 feet along a 473.00 foot radius curve to the left, said curve having a central angle of 11°49'28", and a chord bearing N65°08'40"E 97.44 feet; thence Northwesterly 41.82 feet along a 117.00 foot radius curve to the left, said curve having a central angle of 20°28'42", and a chord bearing N25°25'39"W 41.60 feet; thence N35°40'00"W 98.98 feet; thence Northeasterly 66.11 feet along a 333.00 foot radius curve to the left, said curve having a central angle of 11°22'29", and a chord bearing N54°20'00"E 66.00 feet; thence S35°40'00"E 98.98 feet; thence Southeasterly 42.20 feet along a 183.00 foot radius curve to the right, said curve having a central angle of 13°12'39", and a chord bearing S29°03'41"E 42.10 feet; thence Northeasterly 129.22 feet along a 473.00 foot radius curve to the left, said curve having a central angle of 15°39'11", and a chord bearing N43°05'38"E 128.82 feet; thence S88°25'47"E 79.46 feet to the Point of Beginning. Containing 6.99 acres. Subject to easements, restrictions, and rights-of-way of record.

0' 30' 60' 120'

SCALE: 1" = 60'



LOCATION MAP

NOT TO SCALE

PROPOSED DATED

APRIL 21, 2016

EXPANDABLE AREA PLAN
STONEWATER CONDOMINUMS NO. 1

NEDERVELD, INC. -- 217 GRANDVILLE AVENUE SW, SUITE 302, GRAND RAPIDS, MI 49503

SHEET NO. 3

12201NAB-PREL1X-EXB2.dwg JM 4/21/2016 11:37

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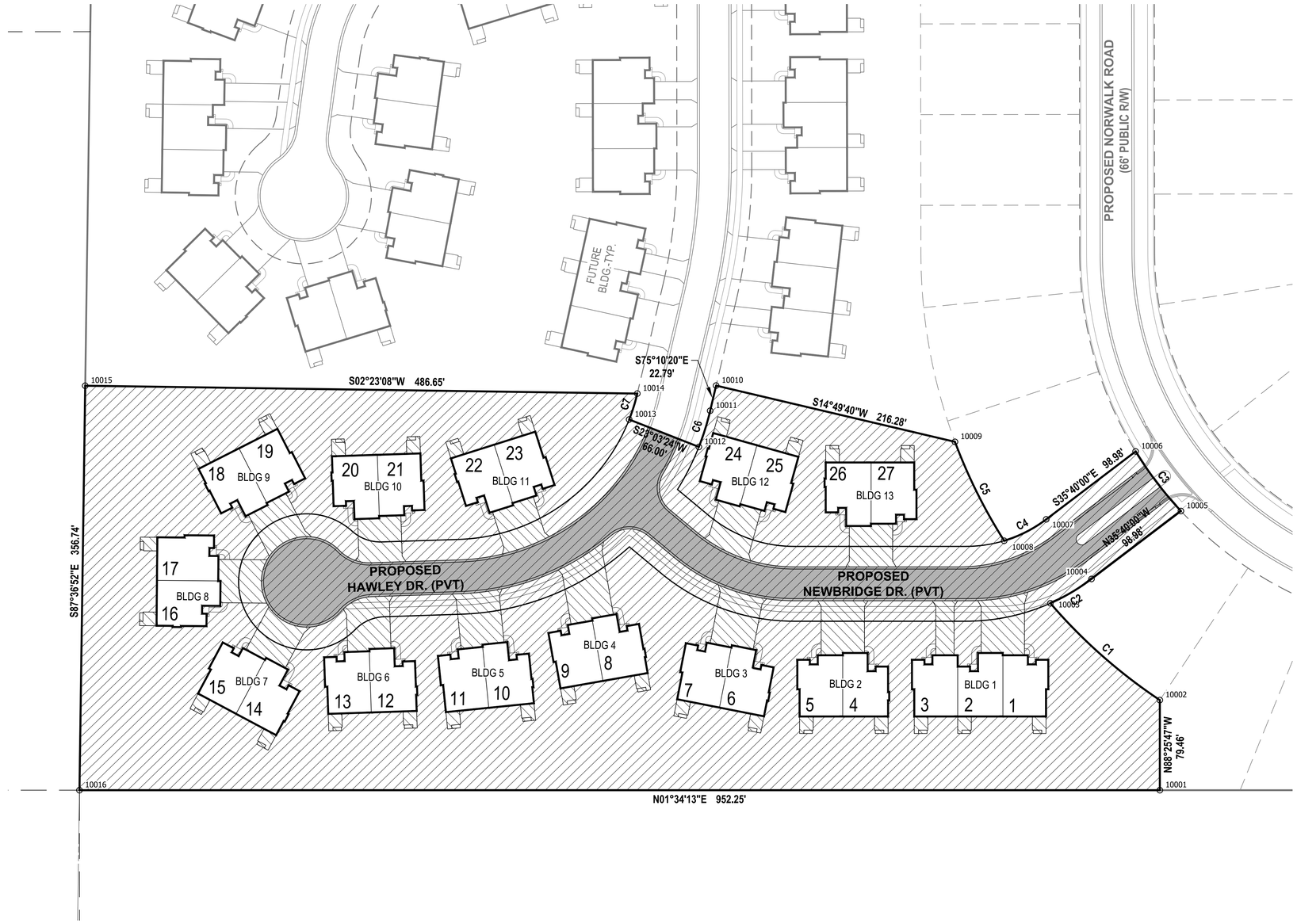

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
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C3	66.11'	333.00'	11°22'29"	N54°20'00"E	66.00'
C4	41.82'	117.00'	20°28'42"	N25°25'39"W	41.60'
C5	97.62'	473.00'	11°49'28"	N65°08'40"E	97.44'
C6	33.46'	233.00'	8°13'44"	N71°03'28"W	33.43'
C7	23.98'	167.00'	8°13'44"	N71°03'28"W	23.96'

COORDINATES

POINT #	NORTHING	EASTING
10001	8300.9	9953.4
10002	8303.1	9874.0
10003	8209.0	9786.0
10004	8245.8	9765.5
10005	8326.2	9707.8
10006	8287.7	9654.2
10007	8207.3	9711.9
10008	8169.7	9729.8
10009	8128.8	9641.4
10010	7919.7	9586.0
10011	7913.9	9608.0
10012	7903.0	9639.7
10013	7842.3	9613.8
10014	7850.1	9591.2
10015	7363.8	9570.9
10016	7349.0	9927.3

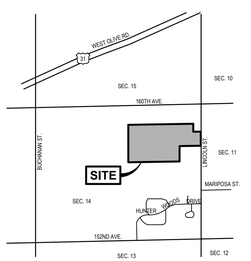
UTILITY NOTES

ALL THE UTILITIES WILL BE SHOWN ON THE "AS-BUILT" PLANS INCLUDING SERVICE SIZE AND METER LOCATION.

PRIOR TO EXCAVATION CONTACT MISS DIG
3 WORKING DAYS IN ADVANCE
1-800-482-7171

NOTE

SEE SHEET 2 FOR GENERAL NOTES.



LOCATION MAP

NOT TO SCALE

0' 25' 50' 100'

SCALE: 1" = 50'

LEGEND

- ○ PROPOSED IRON / MONUMENT
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

PROPOSED DATED
APRIL 21, 2016

SITE PLAN
STONEWATER CONDOMINUMS NO. 1

NEDERVELD, INC. -- 217 GRANDVILLE AVENUE SW, SUITE 302, GRAND RAPIDS, MI 49503

SHEET NO. 4

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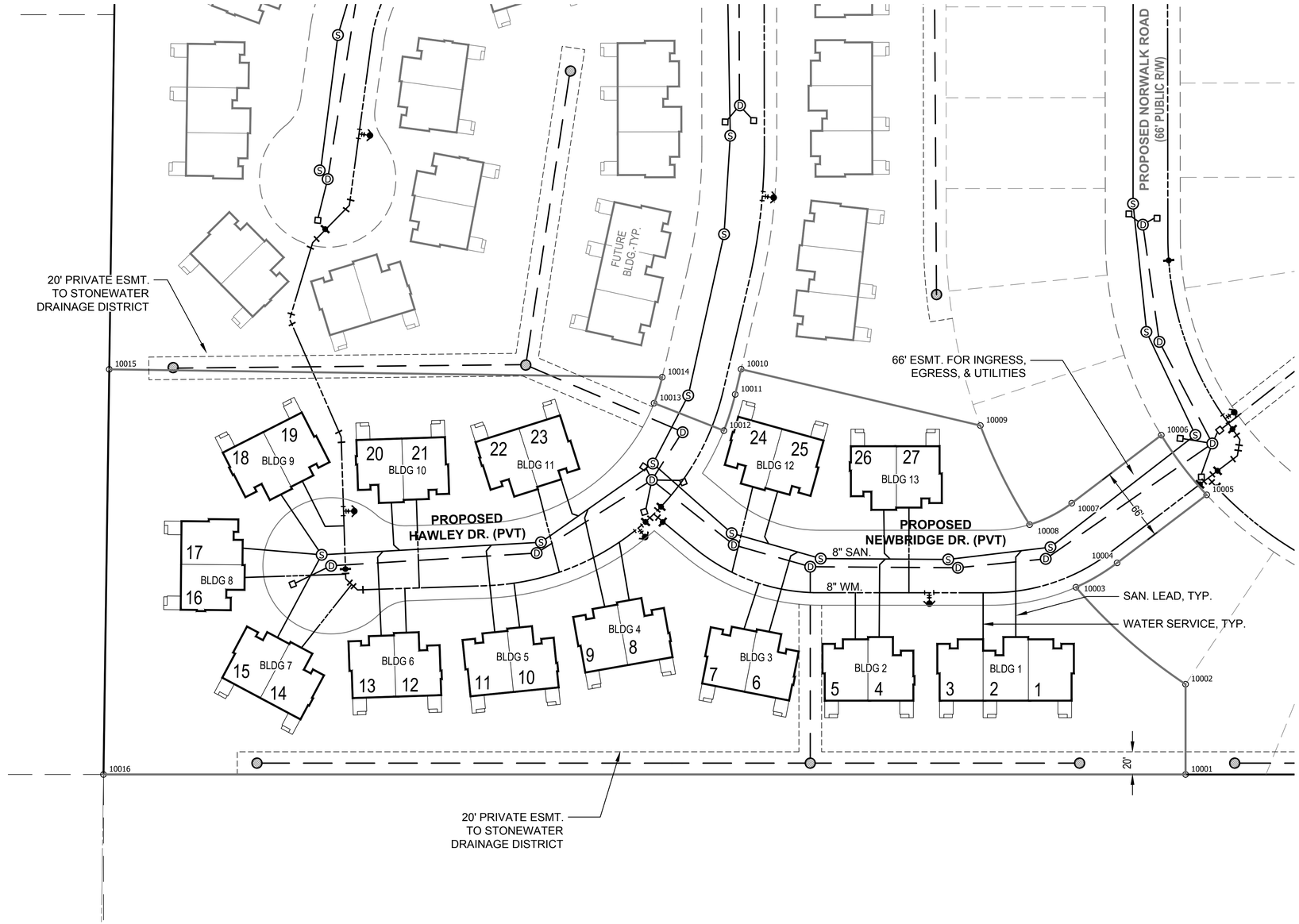


LEGEND

○	PROPOSED IRON / MONUMENT
Ⓢ	SANITARY MANHOLE
———	SANITARY SEWER
Ⓓ	STORM MANHOLE
▫ ●	CATCH BASIN
— — —	STORM SEWER
	HYDRANT
———	WATERMAIN

UTILITY NOTES

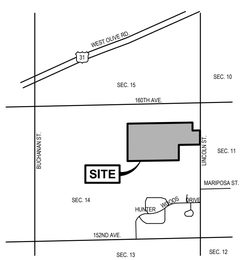
ALL THE UTILITIES WILL BE SHOWN ON THE "AS-BUILT" PLANS INCLUDING SERVICE SIZE AND METER LOCATION.

PRIOR TO EXCAVATION CONTACT MISS DIG 3 WORKING DAYS IN ADVANCE 1-800-482-7171

ADDITIONAL UTILITIES, SUCH AS GAS, ELECTRIC, TELEPHONE, CABLE, ETC., WILL BE SHOWN ON THE AS-BUILT PLANS AT SUCH A TIME AS THEY ARE COMPLETED. INFORMATION ON THE PROPOSED LOCATION OF THESE UTILITIES MAY BE ABLE TO BE OBTAINED FROM THE APPROPRIATE INDIVIDUAL UTILITY COMPANY.

NOTE

SEE SHEET 2 FOR GENERAL NOTES.



LOCATION MAP
NOT TO SCALE

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

PROPOSED DATED
APRIL 21, 2016

UTILITY PLAN
STONEWATER CONDOMINUMS NO. 1
NEDERVELD, INC. -- 217 GRANDVILLE AVENUE SW, SUITE 302, GRAND RAPIDS, MI 49503

SHEET NO. 5

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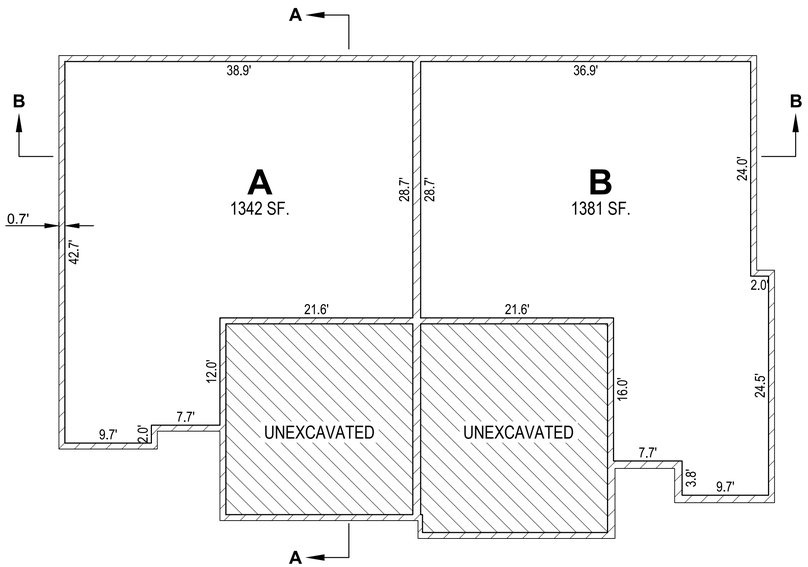
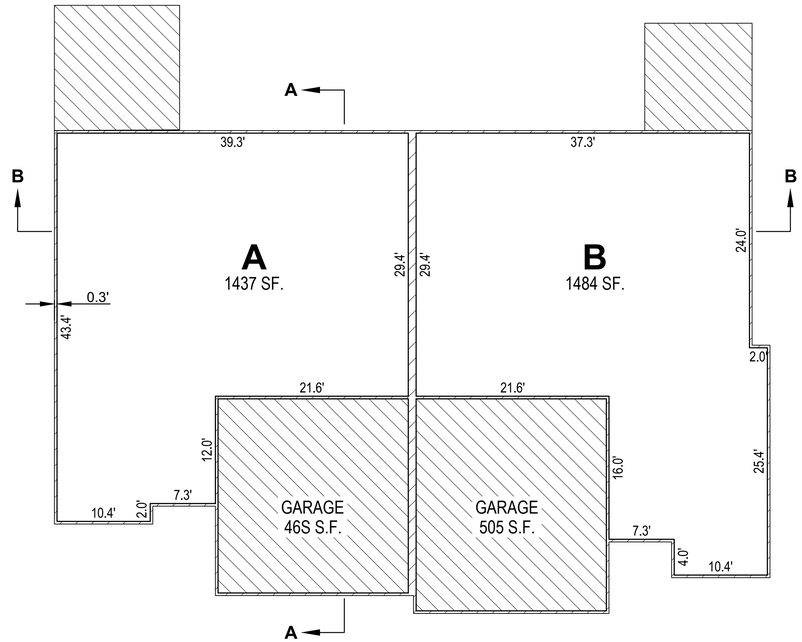


2 UNIT RANCH CONDOMINIUM
FOUNDATION FLOOR PLAN

SCALE: 1" = 8'

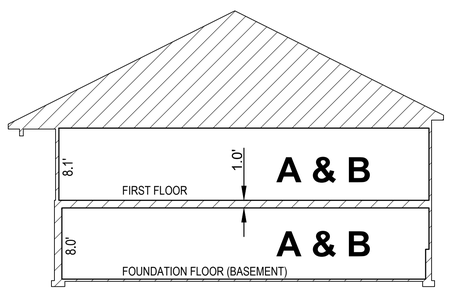


2 UNIT RANCH CONDOMINIUM
FIRST FLOOR PLAN

SCALE: 1" = 8'

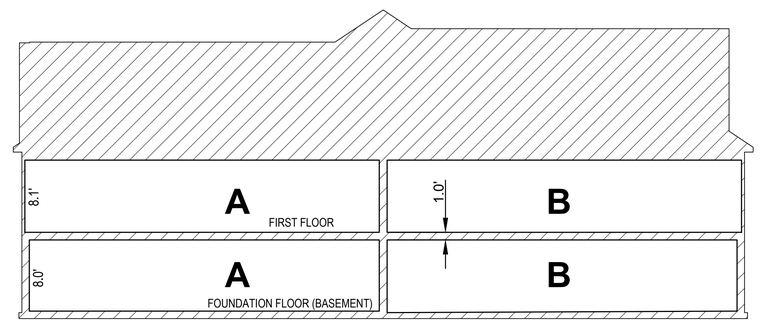
BUILDING DETAILS

BLDG. NO.	UNIT NO.	UNIT TYPE	FIRST FLOOR AREA	FNDN. FLOOR AREA	TOTAL AREA W/O GAR.	GAR. AREA	FIRST FLOOR ELEV.	BSMT. FLOOR ELEV.
2	4	A	1437	1342	2779	462	616.65	607.65
	5	B	1484	1381	2865	505	616.65	607.65
3	6	A	1437	1342	2779	462	616.60	607.60
	7	B	1484	1381	2865	505	616.60	607.60
4	8	A	1437	1342	2779	462	616.60	607.60
	9	B	1484	1381	2865	505	616.60	607.60
5	10	A	1437	1342	2779	462	616.65	616.65
	11	B	1484	1381	2865	505	616.65	616.65
6	12	A	1437	1342	2779	462	616.65	607.65
	13	B	1484	1381	2865	505	616.65	607.65
7	14	A	1437	1342	2779	462	616.65	607.65
	15	B	1484	1381	2865	505	616.65	607.65
8	16	A	1437	1342	2779	462	616.65	607.65
	17	B	1484	1381	2865	505	616.65	607.65
9	18	A	1437	1342	2779	462	616.65	607.65
	19	B	1484	1381	2865	505	616.65	607.65
10	20	A	1437	1342	2779	462	616.65	607.65
	21	B	1484	1381	2865	505	616.65	607.65
11	22	A	1437	1342	2779	462	616.65	607.65
	23	B	1484	1381	2865	505	616.65	607.65
12	24	A	1437	1342	2779	462	616.65	607.65
	25	B	1484	1381	2865	505	616.65	607.65
13	26	A	1437	1342	2779	462	616.65	607.65
	27	B	1484	1381	2865	505	616.65	607.65



2 UNIT RANCH CONDOMINIUM
SECTION A-A

SCALE: 1" = 8'



2 UNIT RANCH CONDOMINIUM
SECTION B-B

SCALE: 1" = 8'

LEGEND

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

LIMITS OF OWNERSHIP

0' 4' 8' 16'
SCALE: 1" = 8'

NOTE

SEE SHEET 2 FOR GENERAL NOTES.

PROPOSED DATED
APRIL 21, 2016

BUILDING PLANS & SECTIONS
STONEWATER CONDOMINUMS NO. 1

NEDERVELD, INC. -- 217 GRANDVILLE AVENUE SW, SUITE 302, GRAND RAPIDS, MI 49503

SHEET NO. 6

1220104R-PREL10-DBD.dwg JM 4/21/2016 11:37

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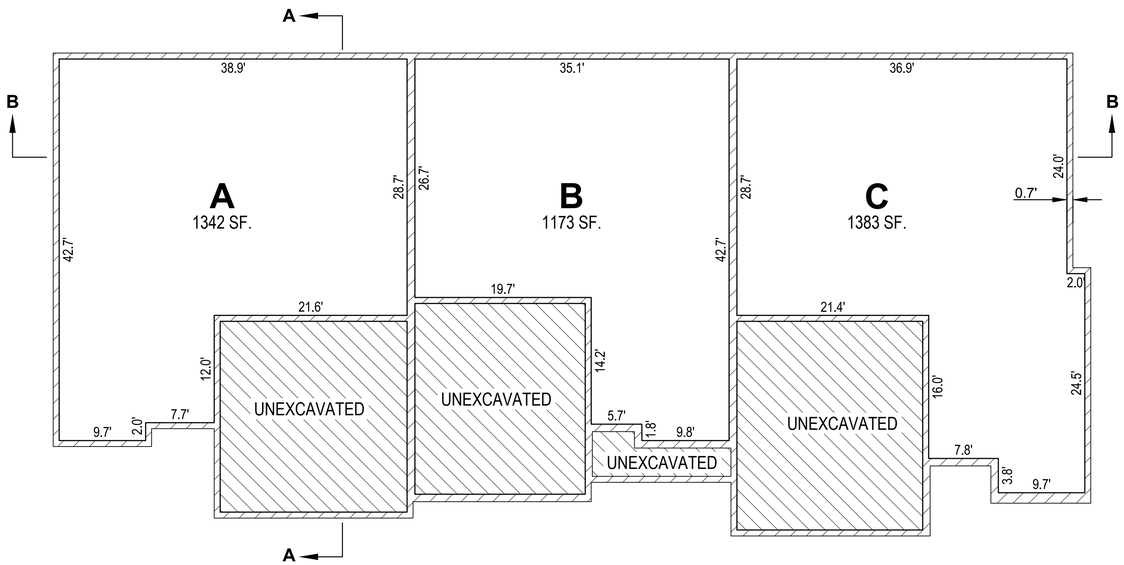
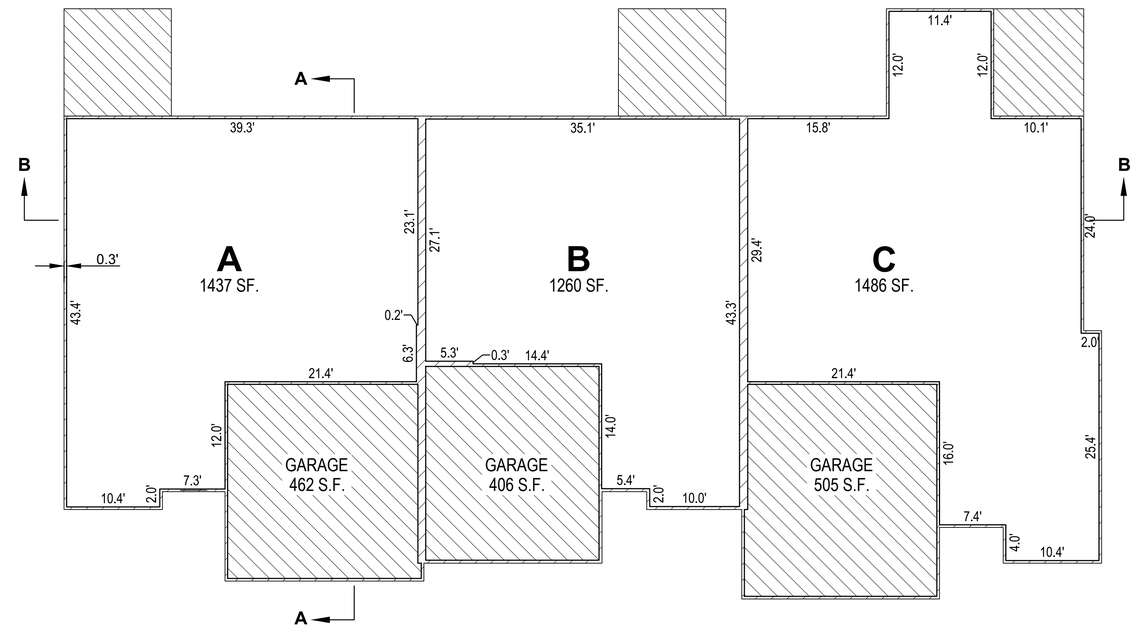


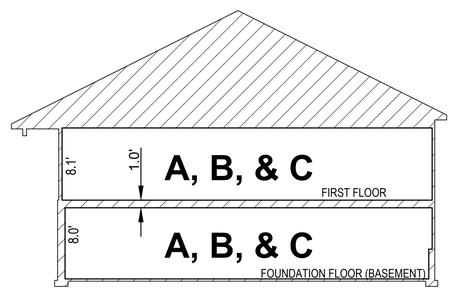
3 UNIT RANCH CONDOMINIUM
FOUNDATION FLOOR PLAN

SCALE: 1" = 8'



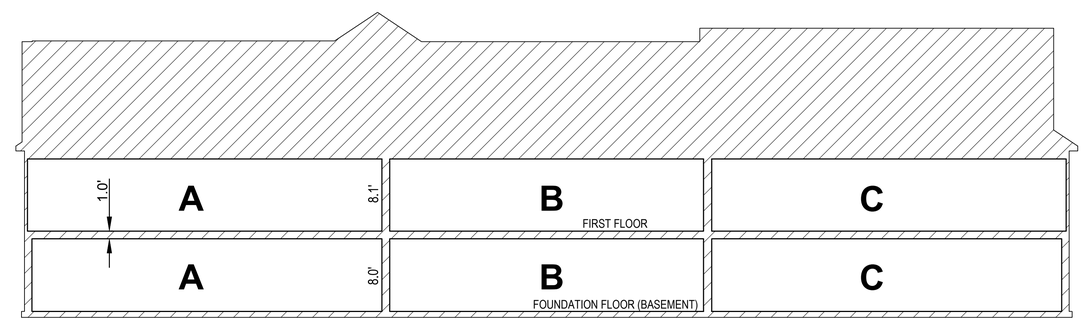
3 UNIT RANCH CONDOMINIUM
FIRST FLOOR PLAN

SCALE: 1" = 8'



3 UNIT RANCH CONDOMINIUM
SECTION A-A

SCALE: 1" = 8'



3 UNIT RANCH CONDOMINIUM
SECTION B-B

SCALE: 1" = 8'

BUILDING DETAILS

BLDG. NO.	UNIT NO.	UNIT TYPE	FIRST FLOOR AREA	FNDN. FLOOR AREA	TOTAL AREA W/O GAR.	GAR. AREA	FIRST FLOOR ELEV.	BSMT. FLOOR ELEV.
1	1	A	1437	1342	2779	462	616.75	607.75
	2	B	1260	1173	2433	406	616.75	607.75
	3	C	1486	1383	2869	505	616.75	607.75

LEGEND

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

LIMITS OF OWNERSHIP

0' 4' 8' 16'

SCALE: 1" = 8'

NOTE

SEE SHEET 2 FOR GENERAL NOTES.

PROPOSED DATED

APRIL 21, 2016

BUILDING PLANS & SECTIONS
STONEWATER CONDOMINUMS NO. 1

NEDERVELD, INC. -- 217 GRANDVILLE AVENUE SW, SUITE 302, GRAND RAPIDS, MI 49503

SHEET NO. 7

1320\04B-PREL10-SCB2.dwg JM 4/21/16 11:37

© 2015 Nederveld, Inc.

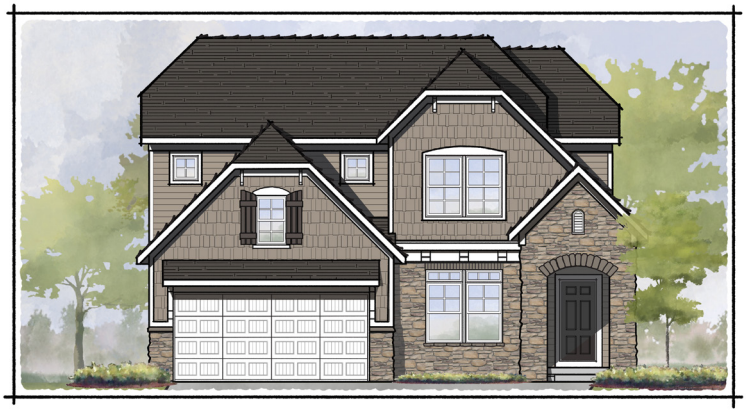
Cedarwood

WOODLAND SERIES

ELEVATION - A -
(BASE-PLAN OPTION)

ELEVATION - B -
(UPGRADE OPTION)

ELEVATION - C -
(UPGRADE OPTION)



ELEVATION - D -
(UPGRADE OPTION)

THE
CEDARWOOD

SQUARE FEET | 2,048
BEDROOMS | 4
BATHROOMS | 2.5

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for more information on this plan or others...

616.916.8895 | info@jimtibbehomes.com

www.jimtibbehomes.com

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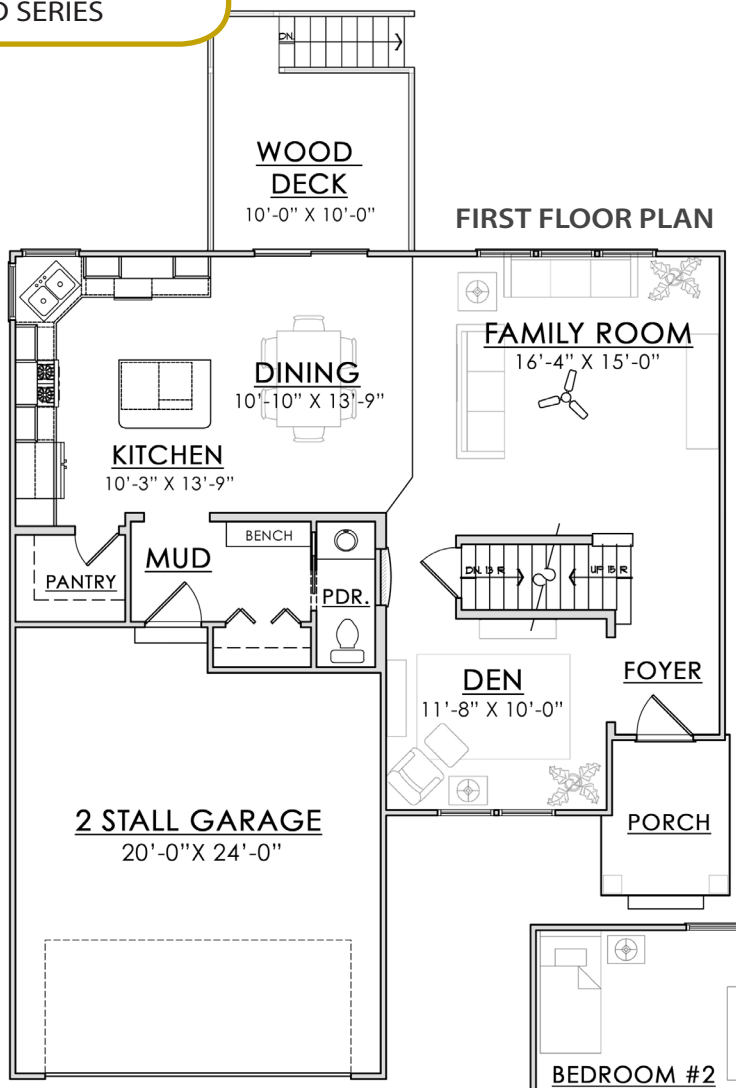
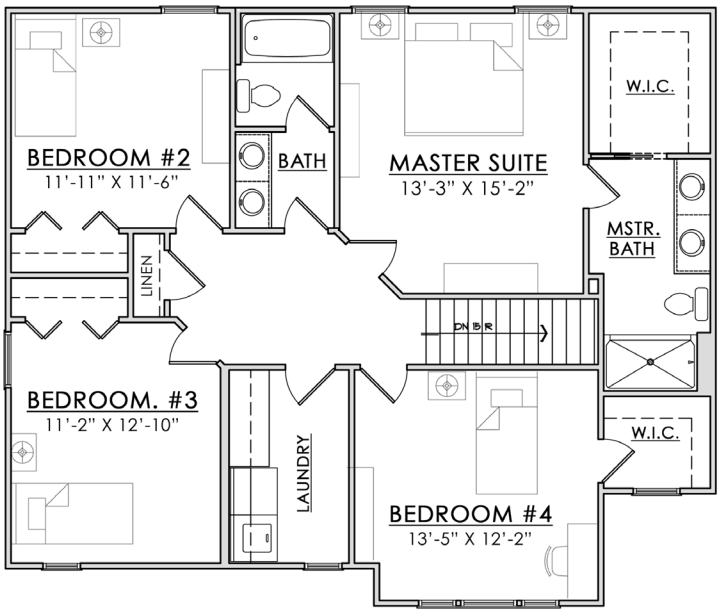
Cedarwood

WOODLAND SERIES

JIM TIBBE HOMES





THE CEDARWOOD

SQUARE FEET | 2,048
BEDROOMS | 4
BATHROOMS | 2.5

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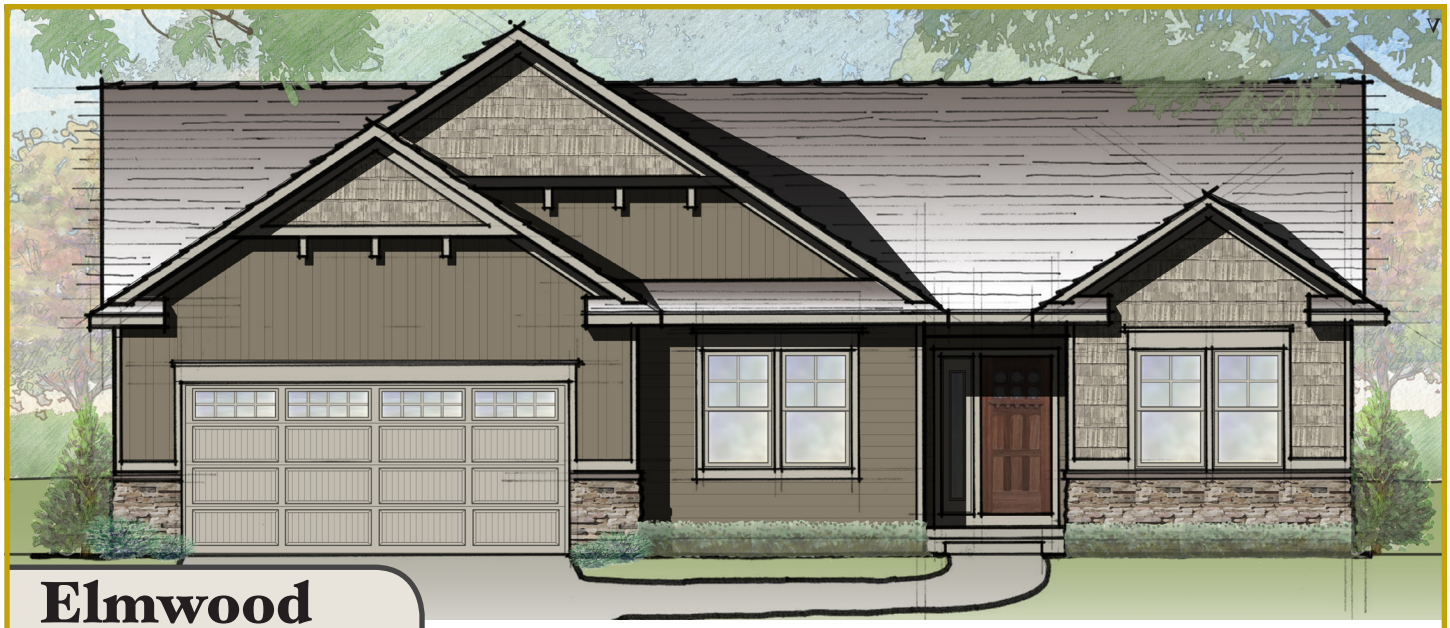
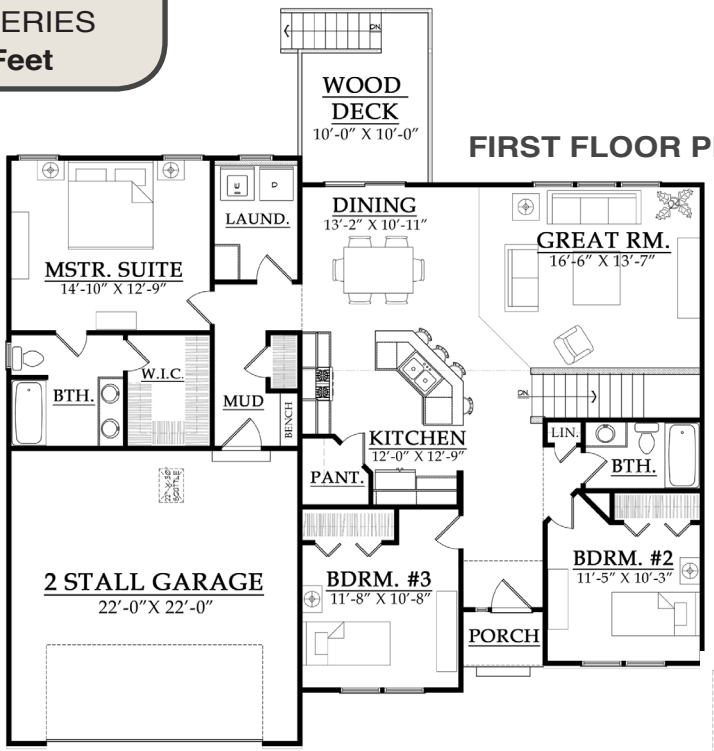


Elmwood

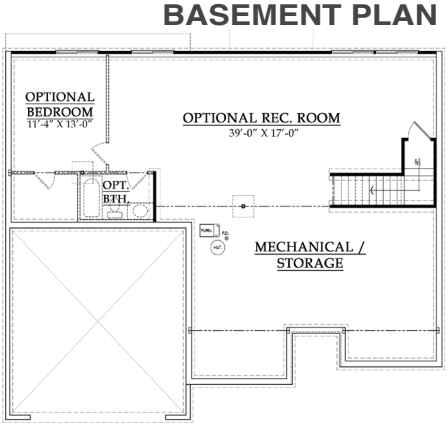
WOODLAND SERIES

1,575 Square Feet

FIRST FLOOR PLAN



BASEMENT PLAN



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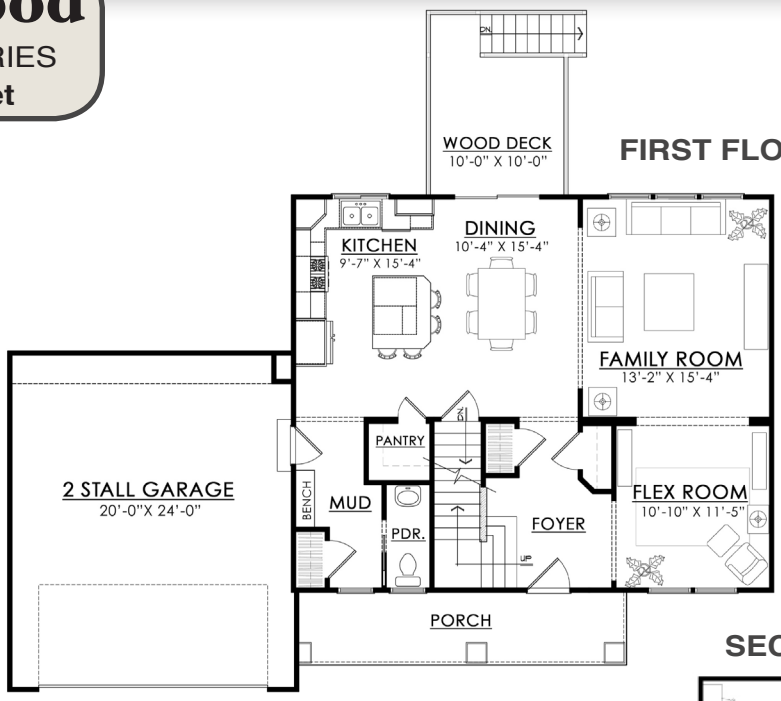
JIM TIBBE HOMES

Birchwood

WOODLAND SERIES

2,080 Square Feet

FIRST FLOOR PLAN



SECOND FLOOR PLAN

Birchwood is a beautiful two-story home in the Woodland Series.

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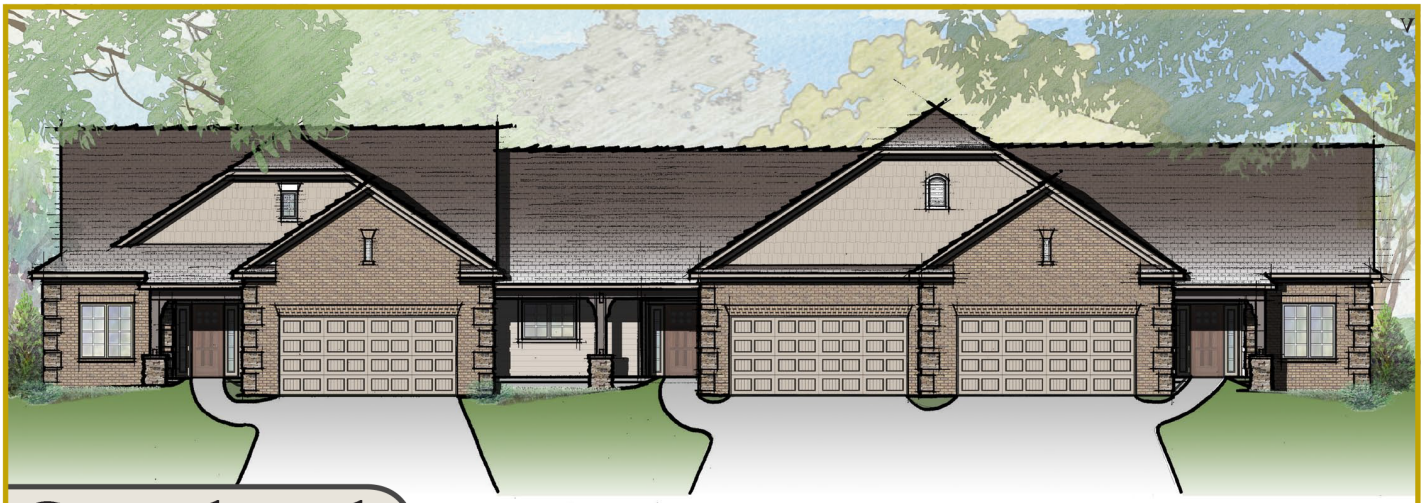
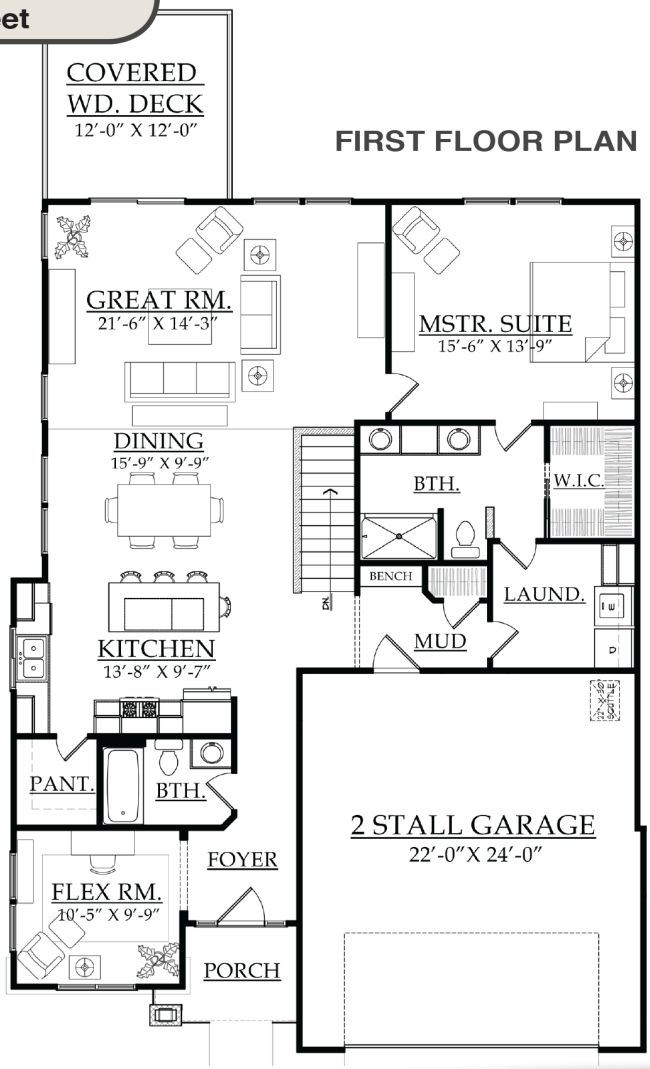


Cranebrook

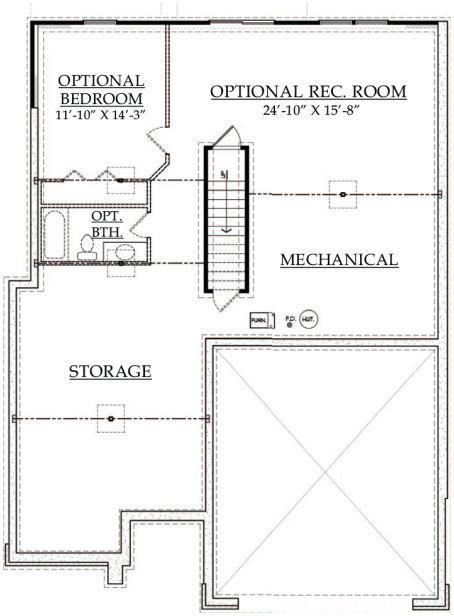
WOODLAND SERIES

1,486 Square Feet

FIRST FLOOR PLAN



BASEMENT PLAN



The Bedford is one of six available floor plans in Sutherland Springs Condominiums.

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SAMPLE HOME PHOTO

STONEWATER PLANNED UNIT DEVELOPMENT

NEDERVELD

SAMPLE HOME PHOTO

STONEWATER PLANNED UNIT DEVELOPMENT

NEDERVELD

SAMPLE HOME PHOTO

STONEWATER PLANNED UNIT DEVELOPMENT

NEDERVELD

SAMPLE HOME PHOTO

STONEWATER PLANNED UNIT DEVELOPMENT

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NEDERVELD

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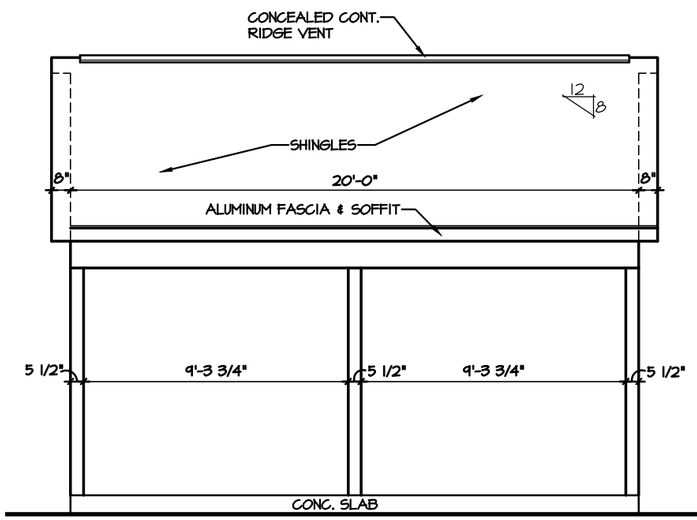
STONEWATER PLANNED UNIT DEVELOPMENT

NEDERVELD

SAMPLE HOME PHOTO

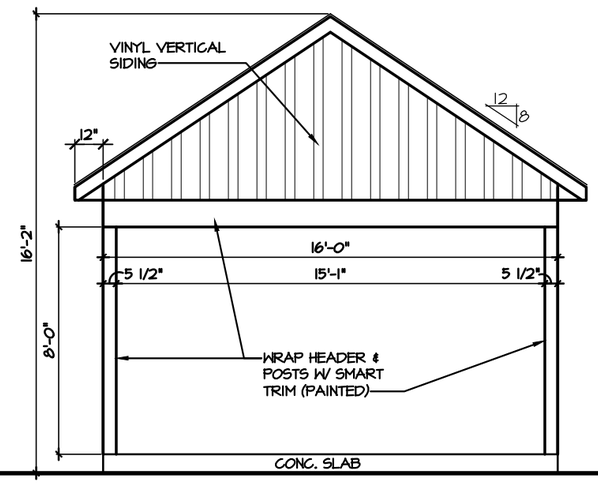
STONEWATER PLANNED UNIT DEVELOPMENT

NEDERVELD



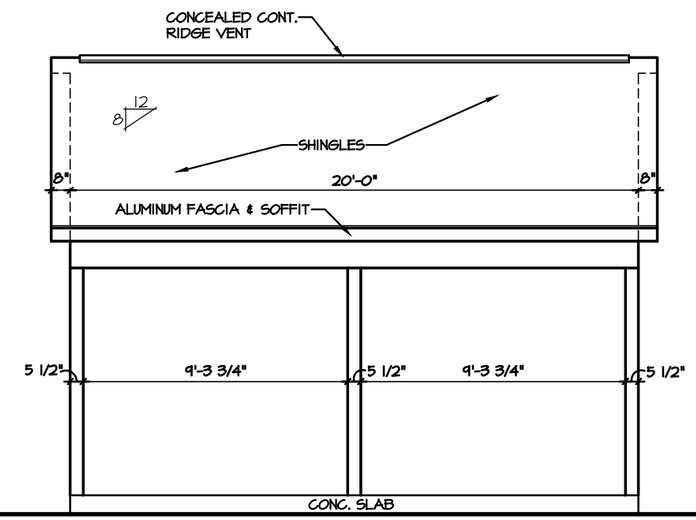
LEFT ELEVATION

SCALE: 3/16" = 1'-0"



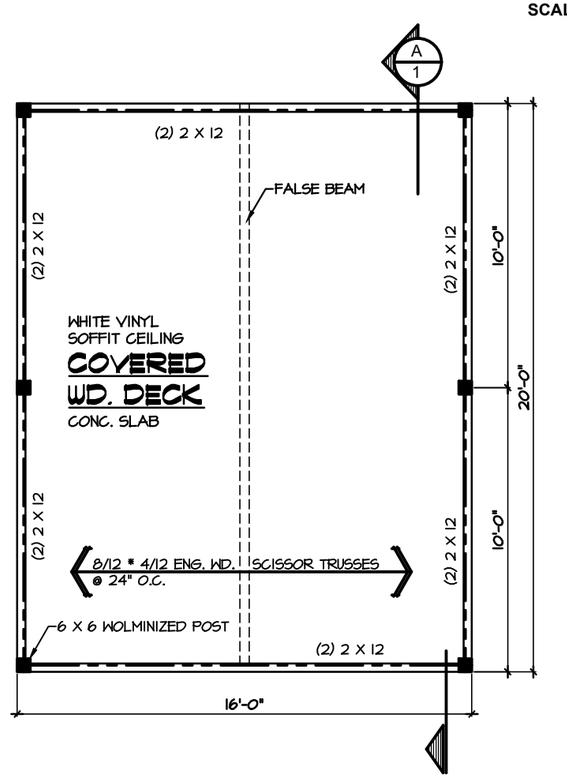
FRONT ELEVATION

SCALE: 3/16" = 1'-0"



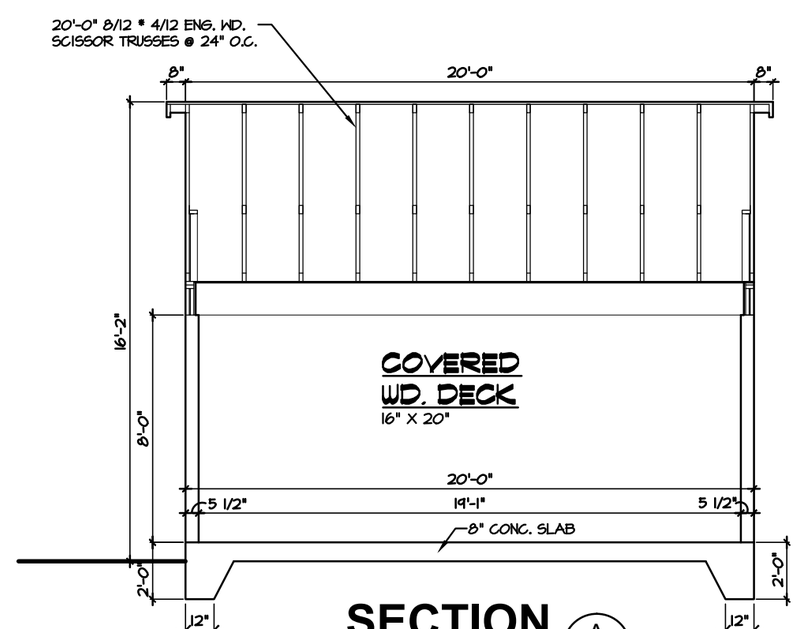
RIGHT ELEVATION

SCALE: 3/16" = 1'-0"



FIRST FLOOR PLAN

SCALE: 3/16" = 1'-0"



SECTION

A
1

SCALE: 3/16" = 1'-0"

JIM TIBBE HOMES

616-916-8895

PAVILION

COMMUNITY
LOT#

Customer Name:

Drwn: TP

Final Set: 11 / 04 / 2015

Revisions:

Pre-Con Revisions:

Notes:

Sheet No.

1 of 1

2008 COPYWRITE

MASTER DEED

STONEWATER CONDOMINIUMS

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

OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____

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

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

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

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

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

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

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

This Master Deed Drafted By:

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

Return to Draftsman After Recording.

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MASTER DEED

STONEWATER CONDOMINIUMS

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

This Master Deed is made and executed on this ____ day of _____, 2016, by Lincoln Street Holdings, LLC, a Michigan limited liability company, of 3115 Railway Drive, Byron Center, Michigan 49315 (the "Developer").

WITNESSETH:

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

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

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

ARTICLE I
NATURE OF PROJECT

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

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

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

the Developer or its successors without the consent of any Co-owner, mortgagee or other person, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element; provided, that no Unit (or a Limited Common Element appurtenant to such Unit) which has been sold or is subject to a binding Purchase Agreement shall be modified without the consent of the Co-owner or purchaser and Mortgagee thereof. No Unit modified in accordance with this paragraph shall be conveyed, however, until an amendment to the Master Deed duly reflecting all material changes has been recorded. All Co-owners, mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to any amendment to amendments necessary to effectuate the foregoing. All such interested persons irrevocably appoint Developer and its successors as agent and attorney for the purpose of executing such amendments to the Master Deed and all other Condominium Documents as may be necessary to effectuate the foregoing. Notwithstanding the foregoing, no change shall be made to the Project's Final Development Plan without the prior approval of Grand Haven Township, as provided in the Grand Haven Township Ordinance No. ____, (the "PUD Ordinance"). The Project was approved by Grand Haven Township in accordance with the provisions and limitations of the PUD Ordinance, a copy of which is attached hereto as Exhibit E and is fully incorporated herein by reference.

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

ARTICLE II
LEGAL DESCRIPTION

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

[Insert final legal description for Stonewater Condominiums]

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

ARTICLE III
DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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which all Co-owners and all lot owners within Stonewater (as expanded) will be members, which corporation will administer, operate, manage and maintain such platted development.

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

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

ARTICLE IV
COMMON ELEMENTS

A. GENERAL COMMON ELEMENTS.

The General Common Elements are:

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

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

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

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

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

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

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

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

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

B. LIMITED COMMON ELEMENTS.

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

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

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

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

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

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

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

(7) The mailbox serving each Unit; and

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

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

C. MAINTENANCE.

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

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

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

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

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

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

D. Reassignments of Limited Common Elements.

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

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E. Condominium Unit Use.

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

ARTICLE V
DESCRIPTION AND PERCENTAGE OF VALUE

A. Description of Units.

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

B. Percentage of Value.

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

ARTICLE VI
EASEMENTS

A. General Easements. Every portion of a Condominium Unit which contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of the Common Elements. In the event that any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to the shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so

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

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

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

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

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

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

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

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

ARTICLE VII
AMENDMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Termination of the condominium project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII
ASSIGNMENT

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

ARTICLE IX
CONVERTIBLE AREA

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

ARTICLE X
EXPANSION OF PROJECT

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

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

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

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

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

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

F. Reserved Easements. The Developer reserves the right, in its sole discretion, to create easements within any portion of the Project's Common Elements for the benefit of the Proposed Future Development.

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

ARTICLE XI

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CONTRACTION OF PROJECT

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

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

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

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

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

ARTICLE XII
STONEWATER PROPERTY OWNER'S ASSOCIATION

The Project and the platted development called Stonewater, both of which may be expanded form time to time in accordance with the PUD Ordinance, were approved by Byron Township in accordance with the PUD Ordinance. The ponds, entrance landscaping and park areas located within Stonewater (collectively the "Common Areas"), are or will be depicted on the final plat for Stonewater. The Developer has, or will, convey fee title to the Common Areas to the Stonewater Property Owner's Association, which will

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administer, own, operate, manage and maintain the Common Areas. Such Common Areas will be for the use and enjoyment of the members of the Stonewater Property Owner's Association.

All authorized costs and expenses incurred by the Stonewater Property Owner's Association with respect to ownership, taxation, insurance, operation, management, maintenance, repair, and/or replacement of the Common Areas (collectively "Stonewater Property Owner's Association Costs") shall be the responsibility of each member of the Stonewater Property Owner's Association, and will be allocated between the members of the Association (i.e. the Unit Co-owners and the owners of the lots in Stonewater) as determined by the Developer. The Developer reserves the right to authorized and require that all Co-owner dues payable to the Stonewater Property Owner's Association be collected by the Association as expenses of administration hereunder such that they are collected by the Association and paid to the Stonewater Property Owner's Association.

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

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ARTICLE XIII
LIMITATION OF LIABILITY

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

ARTICLE XIV
CONTROLLING LAW

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

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

Lincoln Street Holdings, LLC,
a Michigan limited liability company

By:_____
Dale H. Kraker
Its: Manager

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

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

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STONEWATER CONDOMINIUMS

EXHIBIT A

BYLAWS

ARTICLE I
ASSOCIATION OF CO-OWNERS

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

ARTICLE II
ASSESSMENTS

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

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

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

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

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

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

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

C. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration will be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. ANNUAL ASSESSMENTS AS DETERMINED IN

ACCORDANCE WITH THE ABOVE WILL BE PAYABLE BY CO-OWNERS IN TWELVE (12) EQUAL MONTHLY INSTALLMENTS, UNLESS A DIFFERENT INTERVAL IS SELECTED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION, COMMENCING WITH ACCEPTANCE OF A DEED TO OR A LAND CONTRACT VENDEE'S INTEREST IN A UNIT, OR WITH THE ACQUISITION OF TITLE TO A UNIT BY ANY OTHER MEANS. The payment of an assessment will be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment.

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

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

E. Enforcement.

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

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

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

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

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

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

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

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

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

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

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

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Assessments for subsequent improvements to a specific Unit shall be assessed to that Unit description only, and each Unit shall be treated as a separate, single unit of real property for purposes of property tax and special assessment, and shall not be combined with any other Unit or Units, and no assessment of any fraction of any Unit or combination of any Unit with other units or fractions thereof shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made notwithstanding separate or common ownership thereof.

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

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

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

ARTICLE III
ARBITRATION

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

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

(1) At the exclusive option of a Purchaser, Co-owner or person occupying a Unit in the Project, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim involves an

amount less than $2,500.00 and arises out of or relates to a purchase agreement, Condominium Unit or the Project.

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

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

ARTICLE IV
INSURANCE

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

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

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

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

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(4) All common elements of the Condominium shall be insured against fire and other perils covered by a standard extended coverage endorsement in an amount equal to the maximum insurable replacement value, excluding land, landscaping, pavement, foundation, and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall also include interior walls within any unit and the pipes, wires, conduits, and ducts contained therein and shall further include all fixtures, equipment, and trim within a unit which were furnished with the unit by Developer as standard items according to the plans and specifications thereof on file with the Association (or such replacements thereof as do not exceed the cost of such standard items). Any improvements made by a co-owner within his unit shall be covered by insurance obtained by and at the expense of the co-owner; provided that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by the co-owner and collected as a part of the assessment levied against the co-owner under Article II above.

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

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

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

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

(9) Each individual co-owner shall indemnify and hold harmless every other co-owner, the Developer, and the Association from and against all damages, costs and judgment, including actual attorneys' fees, which any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within such individual co-owner's unit or appurtenant limited common elements. This provision shall not be construed to give an insurer any subrogation right or other right or claim against an individual co-owner, the Developer, or the Association.

ARTICLE V

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RECONSTRUCTION OR REPAIR

A. Reconstruction or Repair. If the Condominium Project or any of its common elements are destroyed or damaged, in whole or in part, and the proceeds of any policy insuring the same and payable by reason thereof are sufficient to reconstruct the Project, then such proceeds shall be applied to such Reconstruction. As used herein, "Reconstruction" means restoration of the Project to substantially the same condition in which it existed prior to the fire or other disaster in accordance with the Master Deed and the original plans and specifications, with each Unit and the Common Elements having the same vertical and horizontal boundaries as prior thereto.

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

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

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

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

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

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

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

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

ARTICLE VI
RESTRICTIONS

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

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

B. Common Areas. The common elements shall be used only by the Co-owners of Units in Stonewater Condominiums and by their agents, tenants, family members, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the

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Units; provided, however, that any storage areas or other common areas designed for a specific use shall be used only for the purposes approved by the Board. The use, maintenance and operation of the common elements shall not be obstructed, damaged or unreasonably interfered with by any Co-owner, and shall be subject to any lease, concession or easement, presently in existence or entered into by the Board at some future time, affecting any part or all of said common elements. Residents shall not speed on Stonewater Condominiums roadway, and shall maintain a proper speed limit at all times.

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

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

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

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

(4) No immoral, improper, offensive or unlawful use shall be made of Stonewater Condominiums property or any part thereof, and nothing shall be done or kept in any Unit or on the Common Elements which will increase the rate of insurance for the Project without the prior written consent of the Board. No Co-owner shall permit anything to be done or kept in his or her Unit or on the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the common elements, or which would be in violation of any law.

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

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

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property shall be stored on any open deck, patio or porch which is visible form another Unit or from the Common Elements of the Project during the winter season.

(7) No Co-owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest or member of the Co-owner's family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, fireworks or other dangerous weapons, projectiles or devices anywhere on or about Stonewater Condominiums premises.

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

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

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

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

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

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

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

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

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

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(11) The common elements shall not be used for the storage of supplies, vehicles, or personal property (except in limited common element garages or for short periods of time as may be reasonably necessary to permit periodic collection of trash). No vehicles shall be parked on or along the private drive without the prior consent of the Association. No yard ornaments or structures may be placed in the common areas. In general, no activity shall be carried on nor condition maintained by any Co-owner either in his or her Unit or upon the Common Elements which despoil the appearance of Stonewater Condominiums.

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

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

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

D. Leasing and Rental.

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

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

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

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owner or Developer shall supply the Association with the names and addresses of the lessee or occupants, along with the rental amount and due dates of any rental or compensation payable to a Co-owner or Developer, the due dates of that rental and compensation, and the terms of the proposed arrangement.

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

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

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

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

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

(d) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, will deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions will not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Association, then the Association may do the following: (a) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding, (b) Initiate proceedings pursuant to subsection (c) above.

E. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time in connection with use, operation and management of Stonewater Condominiums. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Units and the Common Elements may be made and amended from time to time by any Board of Directors of the Association. Copies of all such rules, regulations and amendments thereto will be furnished to all Co-owners.

F. Right of Access to Association. The Association or its duly authorized agents will have access to each Unit and any improvements thereon and Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agent will also have access to each Unit and any improvements thereon and Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs

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to prevent damage to the Common Elements or to another Unit or to the improvements thereon. In the event of emergency, the Association may gain access in such manner as may be reasonable under the circumstances and will not be liable to such Co-owner for any necessary damage appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

G. Reserved Rights of Developer.

(1) Developer's Rights in Furtherance of Development of Sales. None of the restrictions contained in this Article VI will apply to the commercial activities or signs or billboards, if any, of the Developer during the Development Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer will have the right throughout the entire Development Period to utilize the temporary sales office/future community building as a sale or business office and to use a reasonable number of parking spaces incident thereto. The Developer shall have access, ingress to and egress from any part of the Project as may be reasonably required for the purpose of the sale of Units.

(2) Enforcement of Bylaws. The Condominium Project will at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which Developer may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer will have the right to enforce these Bylaws throughout the Development Period, which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

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ARTICLE VII
MORTGAGES

A. Notice to Association. Any Co-owner who mortgages his or her Unit will notify the Association of the name and address of the mortgagee, and the Association will maintain such information in a book entitled “Mortgages of Units”. The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association may give to the holder of any mortgage covering any Unit in the project written notification of any default in the performance of the obligations of the Co-owner of such Unit.

B. Insurance. The Association will notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

C. Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium will be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

ARTICLE VIII
VOTING

A. Vote. Except as limited in these Bylaws, each Co-owner will be entitled to one vote for each Condominium Unit owned.

B. Eligibility to Vote. No Co-owner, other than the Developer, will be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in this Article VIII and Article IX of these Bylaws, no Co-owner, other than the Developer, will be entitled to vote prior to the date of the First Annual Meeting held in accordance with Article IX. The Vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in this Article VIII or by a proxy given by such individual representative. The Developer will be the only person entitled to vote at a meeting of the Association until the First Annual Meeting and will be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer will be entitled to vote for each Unit which the Developer owns.

C. Designation of Voting Representative. Each Co-owner must file a written notice with the Association designating one individual representative who will vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice will state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each Person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice will be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

D. Quorum. The presence in person or by proxy of fifty-one percent (51%) of the Co-owners qualified to vote will constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy will be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

E. Voting. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting will not be Permitted.

F. Majority. A majority, except where otherwise provided herein, will consist of not less than fifty-one percent (51%) of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE IX
MEETINGS

A. Place of Meeting. Meetings of the Association will be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors.

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B. First Annual Meeting. The First Annual Meeting may be convened within one hundred twenty (120) days after twenty-five percent (25%) of the Units that may be created are sold and the purchasers thereof qualified as members of the Association. In no event, however, will such meeting be called later than fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project. The Developer may call meetings of members for information or other appropriate purposes prior to the First Annual Meeting and no such meeting will be construed as the First Annual Meeting. The date, time and place of such meeting will be set by the Board of Directors, and at least ten (10) days, written notice thereof will be given to each Co-owner. The phrase "Units that may be created" as used in this Article and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted, under the Condominium Documents as may be amended, to include in the Condominium.

C. Annual Meetings. Annual meetings of the Association will be held at such time and place as will be determined by the Board of Directors. At such meetings there will be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

D. Special Meetings. It will be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by two-thirds (2/3) of the Co-owners presented to the Secretary of the Association. Notice of any special meeting will state the time and place of such meeting and the purposes thereof. No business will be transacted at a special meeting except as stated in the notice.

E. Notice of Meetings. It will be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-owner of record, at least ten (10) days but not more than thirty (30) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by this Article IX of these Bylaws will be deemed notice served. Any member may, by written waiver of notice signed by each member, waive such notice, and such waiver, when filed in the records of the Association, will be deemed due notice.

F. Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

G. Order of Business. The order of business at all meetings of the members will be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) election of Directors (at annual meeting or special meetings held for such purpose); (g) unfinished business; and (h) new business. Meeting of members will be chaired by the most senior officer of the Association present at such meeting. For purposes of this Article, the order of seniority of officers will be President, Vice President, Secretary and Treasurer.

H. Action without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots will be solicited in the same manner as provided in this Article for the giving of notice of meetings of members. Such solicitations will specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which

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ballots must be received in order to be counted. The form of written ballot will afford an opportunity to specify a choice between approval and disapproval of each matter and will provide that, where the member specifies a choice, the vote will be cast in accordance therewith. Approval by written ballot will be constituted by receipt within the time period specified in the solicitation of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

I. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, will be as valid as though made at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver or notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals will be filed with the corporate records or made a part of the minutes of the meeting.

J. Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, will be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given will be prima facie evidence that such notice was given.

ARTICLE X
ADVISORY COMMITTEE

Within one (1) year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within one hundred twenty (120) days after conveyance to purchasers of one-third (1/3) of the total number of Units that may be created, whichever first occurs, the Developer will cause to be established an Advisory Committee consisting of at least three (3) non-developer Co-owners. The Committee will be established and perpetuated in any manner the Developer deems advisable, except that if more than fifty percent (50%) of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose will be held. The purpose of the Advisory Committee will be to facilitate communications between the temporary Board of Directors and the non-developer Co-owners and to aid the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee will cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI
BOARD OF DIRECTORS

A. Number and Qualification of Directors. The Board of Directors will be comprised of not less than three (3) nor more than seven (7) members all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association. Initially, the Board of Directors established by the Developer will consist of three (3) members. Directors will serve without compensation.

B. Election of Directors.

(1) First Board of Directors. The first Board of Directors or its successors as selected by the Developer will manage the affairs of the Association until the appointment of the first non-

developer Co-owners to the Board. Elections for non-developer Co-owner Directors will be held as provided for below.

(2) Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of twenty-five percent (25%) of the Units that may be created, at least 1 director, and not less than 25% of the board of directors of the Association shall be elected by non-developer Co-owners. When the required percentage level of conveyance has been reached, the Developer will notify the non-developer Co-owners and request that they hold a meeting and elect the required Director. Upon certification to the Developer by the Co-owners of the Director so elected, the Developer will then immediately appoint such Director to the Board to serve until the First Annual Meeting unless he is removed pursuant to Article XI, Paragraph G or he or she resigns or becomes incapacitated.

(a) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of 50% of the units that may be created, not less than 33-1/3% of the board of directors shall be elected by non-developer Co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units that may be created, and before conveyance of ninety percent (90%) of such Units, the non-developer Co-owners will elect all Directors on the Board, except that the Developer will have the right to designate at least 1 Director as long as the Developer owns and offers for sale at least 10% of all Units in the Project or as long as 10% of the Units remain that may be created. Whenever the seventy-five percent (75%) conveyance level is achieved, a meeting of Co-owners will be promptly convened to effectuate this provision, even if the First Meeting has already occurred.

(b) Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but will not reduce, the minimum election and designation rights otherwise established in subsection (a). Application of this subsection does not require a change in the size of the Board of Directors.

(c) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (b), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (2) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater will be rounded up to the nearest whole number, which number will be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer will have the right to elect the remaining members of the Board of Directors. Application of this subsection will not eliminate the right of the Developer to designate 1 member as provided in subsection (a).

(d) Each Director shall serve for one (1) year or until his/her successor is elected.

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(e) Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect Directors and conduct other business will be held in accordance with the provisions of Article IX.

(f) For purposes of calculating the timing of events described in this section, conveyance by Developer to a residential builder, even though not an affiliate of Developer, is not considered a sale to a non-developer co-owner until such time as the residential builder conveys that unit with a completed residence on it or until it contains a completed residence which is occupied.

C. Power and Duties. The Board of Directors will have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by Co-owners.

D. Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors will be responsible specifically for the following:

(1) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.

(2) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

(3) To carry insurance and collect and allocate the proceeds thereof.

(4) To rebuild improvements after casualty.

(5) To contract for, employ and discharge persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.

(6) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(7) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action will also be approved by affirmative vote of seventy-five percent (75%) of all of the members of the Association.

(8) To make rules and regulations in accordance with these Bylaws.

(9) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

(10) To enforce the provisions of the Condominium Documents.

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(11) To do anything required of or permitted to it, as administrator of this Condominium project by the Condominium Master Deed or Condominium Bylaws or by Act No. 59 of Public Acts of 1978, as amended.

E. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board will authorize, including, but not limited to, the duties listed in Article XI, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event will the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than one (1) year or which is not terminable by the Association upon thirty (30) days, written notice thereof to the other party and no such contract will violate the provisions of Section 55 of the Act.

F. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association will be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer will be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected will be a Director until a successor is elected at the next annual meeting of the Association. Vacancies among non-developer Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and will be filled in the manner specified in Section 112(b).

G. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty-one percent (51%) of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy will be the normal fifty-one percent (51%). Any Director whose removal has been proposed by the Co-owners will be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

H. First Meeting. The first meeting of a newly elected Board of Directors will be held within ten (10) days of election at such place as will be fixed by the Directors at the meeting at which such Directors were elected, and no notice will be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board will be present.

I. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as will be determined from time to time by a majority of the Directors, but at least two such meetings will be held during each fiscal year. Notice of regular meetings of the Board of Directors will be given to each Director, personally, by mail, telephone or telegraph at least ten (10) days prior to the date named for such meeting.

J. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days, notice to each Director, given personally, by mail, telephone or telegraph, which notice will state the time, place and purpose of the meeting. Special meetings of the Board of Directors will be called by the President or Secretary in like manner and on like notice on the written request of two Directors.

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K. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver will be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board will be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice will be required and any business may be transacted at such meeting.

L. Adjournment. At all meetings of the Board of Directors, a majority of the Directors will constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present will be the acts of the Board of Directors. If, at any meeting of the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time upon twenty-four (24) hours, prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof will constitute the presence of such Director for purposes of determining a quorum.

M. First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date will be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

N. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds will furnish adequate fidelity bonds. The premiums on such bonds will be expenses of administration.

ARTICLE XII
OFFICERS

A. Officers. The principal officers of the Association will be a President, who will be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

(1) President. The President will be the chief executive officer of the Association. He will preside at all meetings of the Association and of the Board of Directors. He will have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his or her discretion deem appropriate to assist in the conduct of the affairs of the Association.

(2) Vice President. The Vice President will take the place of the President and perform his or her duties whenever the President will be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors will appoint some other member of the Board to so do on an interim basis. The Vice President will also perform such other duties as will from time to time be imposed upon him by the Board of Directors.

(3) Secretary. The Secretary will keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he will have charge of the corporation seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

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(4) Treasurer. The Treasurer will have responsibility for the Association funds and securities and will be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He will be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

B. Election. The officers of the Association will be elected annually by the Board of Directors at the organizational meeting of each new Board and will hold office at the pleasure of the Board.

C. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his or her successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter will have been included in the notice of such meeting. The officer who is proposed to be removed will be given an opportunity to be heard at the meeting.

D. Duties. The officers will have such other duties, Powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XIII
FINANCE

A. Records/Assessment of Tangible Personal Property. The Developer, or the project manager which has been appointed by the Developer, if any, will administer the affairs of the project and will keep books and records with a detailed account of the expenditures and receipts affecting the Project and its administration, and which specify the operating expenses of the project, until such time as the Board of Directors of the Association is transferred to non-developer co-owners. After the Association is controlled by non-developer Board of Directors, the Treasurer of the Association shall have such responsibility, unless the Board has engaged the services of a project manager for such purposes. Such accounts and all other Association records will be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association will prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which will be defined by the Association. The books of account will be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium will be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses will be expenses of administration. The person designated to administer the affairs of the project shall be assessed as the person in possession for any tangible personal property of the project owned or possessed in common by the co-owners. Personal property taxes based on that tangible personal property shall be treated as expenses of administration.

B. Fiscal Year. The fiscal year of the Association will be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year will be subject to change by the Directors for accounting reasons or other good cause.

C. Bank. Funds of the Association will be initially deposited in such bank or savings association as may be designated by the Directors and will be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan

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Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XIV
INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every director and officer of the Association will be indemnified by the Association against all expenses and liabilities, including attorney fees, reasonably incurred by or imposed upon him in connection with any proceedings to which he may be a party or in which he may become involved by reason of his or her being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his or her duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein will apply only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled, including indemnification under the Articles of Incorporation of the Association. At least ten (10) days prior to payment of any indemnification, whether under this section or under the Articles of Incorporation of the Association, the Board of Directors shall notify all Co-owners of the payment.

ARTICLE XV
SEAL

The Association may (but need not) have a seal. If the Board determines that the Association will have a seal, then it will have inscribed thereon the name of the Association, the words “corporate seal”, and “Michigan”.

ARTICLE XVI
COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, or any other persons acquiring an interest in or using the facilities of the Project in any manner are subject to and will comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Property will signify that the Condominium Documents are accepted and ratified.

ARTICLE XVII
REMEDIES FOR DEFAULT

Any default by a Co-owner will entitle the Association or another Co-owner or Co-owners to the following relief:

A. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents will be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

B. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, will be entitled to recover the costs of the proceeding and such

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reasonable attorneys fees (not limited to statutory fees) as may be determined by the court, but in no event will any Co-owner be entitled to recover such attorneys' fees.

C. Removal and Abatement. The violation of any of the provisions of the Condominium Documents will also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit and the improvements thereon, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association will have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

D. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner will be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article IX of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owners as prescribed in said Article IX, and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in these Bylaws. No fine will be levied for the first violation. Fine amounts will be determined by the Board of Directors.

E. Non-waiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents will not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

F. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the Condominium Documents will be deemed to be cumulative and the exercise of any one or more will not be deemed to constitute an election of remedies, nor will it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

G. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. In such a proceeding, the Association shall recover the costs of the proceeding and reasonable attorney fees, as determined by the court. In no event will any co-owner be entitled to recover such attorney fees. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XVIII
RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer will be made by appropriate instrument in writing in which the assignee or transferee will join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee will thereupon have the same rights and powers as herein given and reserved to the

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Developer. Any rights and powers reserved or retained by Developer or its successors will expire and terminate, if not sooner assigned to the Association, at the conclusion of the Development Period. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and will not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which will not be terminable in any manner hereunder and which will be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XIX
MISCELLANEOUS PROVISIONS

A. Definitions. All terms used herein will have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

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

C. Notices. Notices provided for in the Act, Master Deed or Bylaws must be in writing, and are to be addressed to the Association at 3115 Railway Drive, Byron Center, Michigan 49315, or to any Co-owner at the address set forth in the deed of conveyance, or at such other address as may hereinafter be provided.

The Association may designate a different address for notices to it by giving written notice of such change of address to all Co-owners. Any Co-owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above will be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

D. Amendment. These Bylaws may be amended, altered, changed, added to or repealed only in the manner set forth in the Master Deed.

E. Conflicting Provisions. In the event of a conflict between the provisions of the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern; in the event of any conflict between the PUD Ordinance or the ordinances of Grand Haven Township and any Condominium Document, the PUD Ordinance or other ordinance shall govern; in the event of any conflict between the provisions of any one or more Condominium Documents, the following order of priority shall prevail and the provisions of the Condominium Document having the highest priority shall govern:

(1) the Master Deed, including the Condominium Subdivision Plan but excluding these Bylaws;

(2) these Bylaws;

(3) the Articles of Incorporation of the Association; and

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(4) the Rules and Regulations of the Association.

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DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS
FOR STONEWATER
GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN

THIS DECLARATION is made this ____ day of _____, 2016, by LINCOLN STREET HOLDINGS, LLC, a Michigan limited liability company, of 3115 Railway Drive, Byron Center, Michigan 49315 ("**Developer**").

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RECITALS

A. Developer is the owner of certain real property situated in Grand Haven Township, Ottawa County, Michigan legally described as follows:

INSERT LEGAL

(the "**Property**"), and is developing the Property into Stonewater, a residential subdivision (hereinafter "**Stonewater**"), which may be expanded to include additional land in additional platted developments.

B. Developer desires to impose certain protective covenants, restrictions and conditions on the Property for the purposes of ensuring that the Property will be used for those purposes to which is best suited and of preserving and improving the attractive features of the Property.

C. Owner desires to provide record notice of the existence of the Stonewater Property Owner's Association (the "**Association**"), a Michigan non-profit corporation composed of the owners of lots within Stonewater, as it may be expanded, and the owners of condominium units in Stonewater Condominiums, as it may be expanded, and to provide record notice of the

Association's powers over certain portions of the Property, as well as certain portions of the land described on **Exhibit "D"** attached hereto, consisting of the Stonewater PUD, as approved by Grand Haven Township.

PROVISIONS

In consideration of the foregoing, Developer imposes the following protective covenants, restrictions and conditions upon the Property, which protective covenants, restrictions and conditions shall run with, and benefit and burden the Property and shall be recorded as blanket encumbrances against the Property and shall be binding against the Developer, its successors and assigns, and all persons claiming under the Developer, their grantees, successors, heirs, personal representatives, administrators and assigns.

I. ARCHITECTURAL CONTROL.

A. Architectural Review Committee. Developer reserves the right to establish an Architectural Review Committee ("**Committee**") to consist of three (3) people to be appointed from time to time by the Developer, until the Developer delegates this power of appointment to the Association.

B. Architectural Restrictions. In order to assure harmonious and aesthetic development of building sites on the lots in the Property, no land may be graded and no building, driveway, fence, structure, antenna, above-ground electrical or other utility service, wall, or other structure or improvement may be made, modified, added to, altered or changed until the plans and specifications showing the nature, kind, color, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Developer.

C. Developer's Absolute Discretion. All construction of all buildings, structures and other improvements will be made only by residential home builders licensed by the State of Michigan and approved by the Developer and shall be done in accordance with the plans approved by the Developer pursuant to this Declaration.

The Developer may, upon a showing of practical difficulty, grant variances to the restrictions from time-to-time, but only to the extent and in such manner as not to violate the spirit and intent of the restrictions. The Developer shall have twenty-one (21) days from the date of receipt of all documents requested in order to evaluate and decide upon a proposal, proposed variance or other matter, but if the Developer fails to grant written approval within the twenty-one (21) day period, it shall be deemed to have rejected the request.

The Developer shall have the right to refuse to approve any plan, specification, proposal, requested variance or other matter submitted to it which is not suitable or desirable in its opinion for aesthetic or other reasons in the Developer's absolute discretion. In passing upon such plans, specifications, proposals, requested variances and other matters, the Developer shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the lot upon which it is proposed to be constructed, the proposed building location within the lot, the locations of structures and improvements on the other lots, the degree of

compatibility of the proposed improvement with those already existing in and planned for the Property and such other matters as the Developer, in its sole discretion, may deem significant.

If the Developer rejects an owner's request for approval of a plan, specification, proposal, variance or other matter, promptly after such rejection the Developer shall serve on the owner a written explanation of the reasons for the rejection. The owner shall be entitled to revise and resubmit the request to the Developer one or more times.

II. BUILDING AND USE RESTRICTIONS.

A. Except as specifically provided to the contrary, no lot shall be used for other than residential purposes. No building shall be erected, altered, placed, modified or permitted to remain on any other than one (1) single-family residential dwelling with at least a two-stall garage. No outbuilding shall be constructed on any lot without the prior written approval of the Developer. No house shall be designed, constructed or remodeled for the purpose of housing more than one (1) family and no lot shall be used to house more than one (1) family.

B. A garage containing at least two (2), but not more than three (3), stalls will be attached to each house constructed on a lot in the Property.

C. Each house shall be built on a full basement foundation. No mobile or modular homes are permitted. Each house constructed on a daylight or standard lot shall be connected to the stormwater management system at the owner's expense.

D. Lot Owners shall be responsible for constructing the sidewalk located in front of their lot in accordance with Section ___ of the Stonewater PUD approving the development. The sidewalk shall be constructed and completed in front of a lot before the issuance of a certificate of occupancy for the residence on such lot. If inclement weather prevents such construction, the same may be delayed until weather conditions permit, at which time sidewalks shall be promptly constructed and completed. Sidewalks and landscaping shall comply with the plan dated XX/XX/XXX. Sidewalks will be installed within five years of the first occupancy permit in phase 1, or prior to the issuance of the first occupancy permit for Phase two of Stonewater.

E. The total finished floor area of any house to be constructed on any lot, exclusive of garage, basement, deck, attic, open porch, breezeway and any other area not used for living quarters shall satisfy the applicable minimum size requirements of Grand Haven Township.

F. Each owner of a lot shall be responsible for making certain that the construction of all improvements on his or her lot will comply with all Grand Haven Township and other governmental requirements and restrictions including, without limitation, front, side and rear set-back requirements. Approval of construction by the Developer shall not be construed to mean that the Developer has determined that the proposed structure complies with all township and other governmental requirements. The Developer shall have no obligation to review plans and proposals for compliance with township and other governmental requirements.

G. All soil to be removed from a lot, either in grading or excavating, shall, if desired by Developer, become the property of Developer and when removed shall be dumped by any person so removing the soil at that person's expense at such place or places upon the Property or elsewhere as Developer shall designate.

H. Each house and garage built on a lot shall be constructed of new material only. Approved materials include brick, brick veneer, steel, stone, cedar wood, aluminum siding, vinyl siding, stucco or frame or any combination thereof. All exterior foundation walls shall be of brick, brick veneer, stone, concrete or stucco. Concrete block or tile construction above grade level is prohibited unless the exterior surface is covered with an approved material. The Developer has the right to approve or disapprove of proposed building materials based on colors, aesthetics, compatibility with other structures existing or proposed on the Property and any other factors deemed material by the Developer. Approval by the Developer in one or more cases will not obligate the Developer to grant approval in any other cases. The Developer may approve the use of materials and/or colors other than those listed or described above.

I. No later than six (6) months after the date construction of a residence on a lot is completed, the owner shall cause concrete to cover all driveways on his or her lot.

J. No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be used as a temporary or permanent residence on any lot.

K. Construction, once commenced, shall be completed and ready for occupancy within twelve (12) months after the date of the commencement of construction. Within six (6) months after completion of construction of the house on the lot, the lot will be graded, landscaped, and will be covered with four (4) inches of fertile topsoil and supplied with sufficient perennial grass seed to seed the lot.

L. Soil erosion protection and stabilization techniques and procedures shall be required continuously during all phases of construction. Such techniques may include silt, fences, soil erosion, blankets and other measures sufficient to stabilize soils during construction activities.

M. No lot may be used or maintained as a dumping ground for rubbish. No refuse pile or unsightly or objectionable object or materials shall be maintained on any lot, except for trash, garbage and other waste which shall be kept in sanitary containers. All such containers shall be kept in a clean, neat and sanitary condition and stored within the garage.

N. No noxious or offensive activity shall be carried on upon any lot or park area, nor shall anything be done on any lot or park area which may be or may become an annoyance or nuisance to any other person occupying the Property.

O. No trailer, boat, motor home, recreational vehicle, or inoperable vehicle shall be stored on any lot except within the garage with the door closed. No boat, trailer, motor home or similar vehicle shall be parked on any lot for more than four (4) consecutive days without the prior written permission of the Developer, which approval may be given or withheld in the

Developer's sole discretion and may be contingent upon the Developer's designation of the area or areas where the vehicles may be parked.

P. No animals, except household pets, may be kept on any lot. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept on any lot. No more than two (2) household pets may be kept without written permission of the Developer.

Q. Except as may be installed by Developer, no spotlight, floodlight or similar type high intensity lighting shall be placed on or utilized on any lot which in any way will allow light to be reflected on any other lot or the improvements thereon without the prior written authorization of the Developer. Low intensity lighting which does not disturb the other occupants of the Property shall be allowed.

R. No off-road vehicle including, but not limited to, motorcycle, motorbike, snowmobile and all-terrain vehicle, may be driven or operated within the areas of the Property.

S. No hunting is permitted within the Property.

T. No sign shall be displayed to the public view on any lot except one (1) sign of not more than four (4) square feet advertising the lot for sale; provided, however, that Developer may post "for sale" signs on Developer's lots.

U. All utilities servicing the lots shall be placed underground.

V. In addition to the restrictions herein, the use of any lot and any structure constructed on any lot must satisfy the requirements of the Grand Haven Township Ordinance No. ____, approving the project, and the zoning ordinance of Grand Haven Township, Ottawa County, Michigan, which is in effect at the time of the contemplated use or construction of any structure unless a variance for such use or structure is obtained from the Zoning Board of Appeals ("**ZBA**") of Grand Haven Township and further there is obtained a written consent thereto from the Developer so long as the Developer owns a lot in Stonewater subdivision, and thereafter from the Developer. To the extent that the restrictions contained herein are more restrictive than the Grand Haven Township Zoning Ordinance, the restrictions contained herein shall apply.

W. The areas depicted as Park Areas (the "Common Areas") in the development's recorded subdivision plat shall remain private parks for the benefit of the Association (and the Co-owners of condominium units in the condominium project known as Stonewater Condominiums, established pursuant to the Master Deed dated _____, recorded at _____), and shall not be used for residential purposes, except as otherwise permitted in the Subdivision Control Act, being Act 288 of Public Acts of 1967.

III. STONEWATER PROPERTY OWNER'S ASSOCIATION.

A. Developer has formed the Association as a Michigan non-profit corporation to be composed of the owners of the lots within Stonewater, as the same may be expanded from time to time ("**Lot Owners**"), as well as the co-owners of units in Stonewater Condominiums (the "**Co-owners**"), as the same may be expanded from time to time. Every Lot Owner and Co-owner, by acceptance of a deed or land contract therefor, shall automatically become a member of the Association. The Developer has dedicated, or intends to dedicate, certain ponds, park areas, entrance areas and landscaping and natural paths or walkways, as identified on the recorded Stonewater subdivision plat, recorded at Liber _____, Pages _____, Ottawa County Records, as Park Areas (hereinafter the "**Common Areas**") to the Association. The Association shall own fee simple title to the Common Areas within all phases of Stonewater. The Association will be responsible for managing, maintaining, administering, repairing and/or replacing such Common Areas, for assessing and collecting dues from the Lot Owners and Co-owners to pay the Association's expenses based on a formula to be determined by the Developer, and for such other matters as may be delegated to it by Developer, by this Declaration, or by any other documents pertaining to the Association in regard to the above. The Developer reserves the right to authorized and require that all Co-owner dues payable to the Association be collected by the Stonewater Condominium Association and thereafter be paid to the Stonewater Property Owner's Association.

B. The Association has the right, among other things, to assess and collect assessments from all Lot Owners and Co-owners to pay the Association's expenses, and to obtain and maintain insurance for the Common Areas as defined herein or as depicted on the recorded subdivision plats for all phases of Stonewater.

C. Developer anticipates developing additional phases of Stonewater which may contain park and walkway areas which may be dedicated to the Association. The owners of lots within future phases shall be members of the Association.

D. Neither the Developer, nor its designated builders, Jim Tibbe Homes, Inc. or Interra Homes, LLC (collectively the "**Builder**"), although members of the Association, shall be responsible at any time for payment of Association assessments for lots which they own owns in Stonewater or for units which they own in Stonewater Condominiums, provided, however, they shall be responsible for such assessments for lots or unit owned by it on which a residence is located and a certificate of occupancy has been issued by Grand Haven Township. The Developer reserves the right, in its discretion, to designate other residential builders as designated builders for purposes of this Declaration.

E. All authorized costs and expenses incurred by Association with respect to ownership, taxation, insurance, operation, management, maintenance, repair, and/or replacement of the Common Areas shall be the responsibility of each member of the Association as provided above.

F. The right to use and enjoy the Common Areas shall be subject to the Articles of Incorporation, Bylaws, Rules and Regulations, if any, with respect to the Association, and to restrictions of record. Reasonable rules and regulations made and amended from time to time by the Board of Directors of the Association shall be applied similarly to all members. Copies of all such rules, regulations and amendments thereto will be furnished to all members.

G. The Association will submit an annual budget and membership assessment to the Association and to the Condominium Association in advance for each fiscal year for purposes of projecting all anticipated expenses, including a reasonable allowance for contingencies and reserves, for the forthcoming year which it may incur with respect to ownership, taxation, insurance, operation, management, maintenance, repair, and/or replacement of the Common Areas. All authorized costs and expenses incurred by the Association with respect to the Common Areas shall be the responsibility of the Association, allocated between the members of the Association (i.e. the Co-owners and the Lot Owners) as determined by the Developer.

IV. DECLARATION OF PRIVATE ROAD EASEMENT.

A. Lots 13-18, inclusive, within Stonewater are served by a private road called Bedford Ct., and, as such, shall be subject to the terms and conditions of that certain Declaration of Private Road Easement, dated _____, 2016 and recorded on _____, 2016 at Instrument No. _____-_____, Ottawa County, Michigan records ("**Private Road Declaration**"), which is incorporated herein by reference. The Association shall be responsible for maintaining, repairing and replacing such private road; provided, however all such costs and expenses shall be assessed only against the Lot Owners in Stonewater, as expanded, and shall not be assessed to the Co-owners of units in Stonewater Condominiums.

V. OTTAWA COUNTY DRAIN COMMISSIONER REQUIREMENTS.

A. In accordance with Section 280.433 of the Michigan Drain Code (Act 40 of the Public Acts 1956, as amended) a special assessment drainage district has been created to provide for the maintenance of the Stonewater County Drain. The Drain District consists of all lots within the plat, as described on attached **Exhibit "A"**. At some time in the future, the lots within the Drainage District will be subject to a special assessment for the improvement or maintenance of the Stonewater County Drain. The route of the Stonewater County Drain is shown on attached **Exhibit "B"**.

B. Private Easements for the Stonewater County Drain have been granted to the Stonewater Drainage District. The rights and obligations of said easements are recorded with the Ottawa County Register of Deeds office.

C. Some of the lots in the subdivision are subject to the aforesaid private easements for drainage and/or storm water ponding. No development, grading, or construction is permitted within these private easements for drainage. This includes swimming pools, sheds, garages, patios, decks or any other permanent structure or landscaping feature that may interfere with the drainage system or pond. Each lot owner will be responsible for maintaining the surface drainage system across his property.

D. The direction of flow for the surface drainage for all lots is shown on the block grading plan, **Exhibit "C"** attached hereto. It is the lot owner's responsibility to ensure that the final grading of the lot is in accordance with the block grading plan. During the final lot grading and landscaping, the owner shall take care to ensure that the installation of fences, plantings, trees and shrubs do not interfere with the surface drainage from one lot onto the next lot.

E. To eliminate the potential of structural damage due to flooding from rear yard drainage, the lot owners shall keep the lowest door or windowsill and/or basement floor above the minimum opening elevations listed below. The elevations listed below are shown on the Block Grading Plan, attached **Exhibit "C"**. For more information on the location of current "bench mark" elevations, call _____at (616) _____.

F. Minimum building opening elevations for the following lots are:

LOT NUMBER	MINIMUM OPENING ELEVATION

G. Each lot owner waives his claim against the Stonewater Drain District, Ottawa County Drain Commissioner, his employees and agents, Grand Haven Township, the Engineer, and the Developer from any and all claims, damage and obligation arising from the existence or operation of the drainage system. Restrictions pursuant to the requirements of the Ottawa County Drain Commission are to be perpetual and shall run with the land. The drain restrictions contained in this Article may not be amended or modified without the prior written approval of the Ottawa County Drain Commissioner, and shall not be effective until the amendment is recorded with the Ottawa County Register of Deeds, provided, however, the minimum building opening elevations identified above in paragraph F of this Article, may be amended or modified with only the prior written approval of the Ottawa County Drain Commission.

V. GENERAL PROVISIONS.

A. The provisions of this Declaration shall run with the Property and shall be binding on and inure to the benefit of all persons owning any interest in the Property and perpetuity from the date this Declaration is recorded at the Ottawa County Register of Deeds.

B. Except as provided in Article, this Declaration may be amended by the Developer so long as the Developer owns any interest in Stonewater subdivision, as the same may be expanded from time to time, Stonewater Condominiums, or in any other land located within the Stonewater PUD as approved by Grand Haven Township, which PUD pertains to the property legally described on **Exhibit "D"** attached hereto. After such time as Developer no longer owns a interest in Stonewater subdivision, Stonewater Condominium or the land described on **Exhibit "D"** attached hereto, the written agreement of the owners of not fewer than seventy-five percent (75%) of the lots in the Stonewater shall be required to amend this Declaration, except as

provided in Article. No amendment to this Declaration which modifies the rights of the Stonewater Condominium Association member's to use and enjoy the Common Areas or the method of computing the costs and expenses allocated to such Co-owners shall be effective without the prior written consent of the Condominium Association. No amendment to this Declaration shall be effective until the amendment is recorded with the Ottawa County Register of Deeds.

C. The provisions of this Declaration shall be enforceable only by Developer, any Lot Owner or the Condominium Association. Enforcement shall be by proceedings at law or in equity against any person or persons violating, attempting to violate or threatening to violate any provision.

D. If one (1) or more of the provisions of this Declaration is or are declared by any Court of competent jurisdiction to be invalid or unenforceable, then the provision(s) shall be deemed severable from this Declaration or enforceable to the maximum extent permitted by law, as the case may be, and the remaining provisions of this Declaration shall remain in full force and effect.

E. No failure, delay or waiver of enforcement of any provision in this Declaration by the Association or any lot owner will constitute a waiver of or otherwise affect future enforcement of the provisions of this Declaration.

F. It is each Lot Owner's responsibility to determine which laws, regulations, ordinances and requirements (including, without limitation, public health requirements, zoning ordinances and building restrictions) apply to the lot from time to time and to comply with all such laws, rules, regulations, requirements and ordinances. Developer, Builder and/or the Association shall have no responsibility for determining such compliance.

IN WITNESS WHEREOF, this Declaration has been executed as of the date first above written.

Lincoln Street Holdings, LLC,
a Michigan limited liability company

By: _____
Dale H. Kraker
Its: Manager

Acknowledged before me by Dale H. Kraker, Manager of Lincoln Street Holdings, LLC, a Michigan limited liability company, in Kent County, Michigan, on _____, 2016.

_____
_____, Notary Public
_____ County, Michigan
Acting in _____ County, Michigan

My Commission Expires: _____

Prepared by and Return to After Recording:

TODD A. HENDRICKS
Rhoades McKee PC
55 Campau Ave. NW, Suite 300
Grand Rapids, MI 49503-2793

EXHIBIT "A"

[The Location of the Stonewater County Drain District Follows]

EXHIBIT "B"

[The Route of the Stonewater County Drain District Follows]

EXHIBIT "C"

[The Block Grading Plan Follows]

EXHIBIT "D"

[Legal Description for Overall PUD]

Proposed Stonewater Development
Traffic Analysis

Phase	Size	Total Daily Trips
Phase #1 Single Family	30	300
Phase #2 Single Family	20	200
Phase #3 Condominiums	17	136
Phase #4 Single Family	30	300
Phase #5 Single Family	19	190
Phase #6 Condominiums	17	136
Phase #7 Single Family	20	200
Phase #8 Condominiums	17	136
Phase #9 Condominiums	15	120
Total	185	1,718

Current (5/18/2015) Traffic Count on Lincoln E. of US 31. 3,827
Data obtained from OCRC via phone discussion

* Traffic Impact is projected over 7 - 9 years as the various phases are completed.

GRAND HAVEN CHARTER TOWNSHIP

Community Development Memo

DATE: April 14, 2016

TO: Planning Commission

FROM: Stacey Fedewa, Planning & Zoning Official

RE: Proposed Zoning Ordinance Text Amendments

BACKGROUND

Over the last few months there have been three items that have arisen, which deserve a closer look.

1. Should building heights be increased in other areas of the Township?
    a. Where?
    b. What height?
    c. What zoning district?
2. When a dwelling must be demolished, and will leave accessory buildings on the property, should the Zoning Administrator be given the authority to execute an agreement with the property owner to address the nonconformity?
    a. When the dwelling is razed it will cause the accessory buildings to become nonconforming.
3. When a property owner wishes to construct a new dwelling on property that already has a dwelling, should the Zoning Administrator be given the authority to execute an agreement with the property owner to allow them to continue living in the dwelling while the new home is being constructed?
    a. The Township does not allow two detached single-family dwellings on one parcel.

BUILDING HEIGHT

The Township adopted a zoning text amendment ordinance on March 14th to raise building heights in the Robbins Road Sub-Area to 45 feet for Commercial PUDs. The Township Board now requests the Planning Commission consider expanding this to other areas of the Township, and possibly other

zoning districts. Before time is spent researching this topic, and drafting text amendments, staff requests the Planning Commission provide guidance on:

1. What areas of the Township should be considered?
2. What zoning districts should be considered?
3. What building heights should be considered?
4. Should the location of municipal water and sanitary sewer be considered?

RAZED DWELLING CREATING NONCONFORMING ACCESSORY BUILDING(S)

As staff understands, from time-to-time a situation will arise where a dwelling must be demolished. Reasons for this range from a desire to replace an old cottage, to demolishing a dangerous building.

As you know, the Zoning Ordinance requires a parcel to have a principal building before an accessory building is permitted. Once the principal building (*i.e., the house*) is removed the accessory buildings (*e.g., sheds and pole barns*) become nonconforming.

One of the purposes of the Zoning Ordinance is to ensure conformance with the regulations. Therefore, it may be considered improper for an ordinance to allow the creation of a nonconforming. Particularly when the State of Michigan, and Chapter 25 of the Zoning Ordinance, strive to gradually eliminate nonconformities.

However, this situation does arise, and the Township Board requested the Planning Commission consider a text amendment that would allow the Zoning Administrator to execute an agreement between the Township and property owner that specifies a length of time before a new dwelling must be constructed, and situations that may arise which would require the property owner to immediately come into compliance (*i.e., land division, selling the property, etc.*).

The Zoning Administrator is ambivalent on this matter, and is not familiar with the history of these occurrences. Therefore, questions regarding this topic will be best answered by Attorney Bultje. A sample agreement is included in this memo.

TWO DWELLINGS ON 1 PARCEL DURING CONSTRUCTION OF NEW HOME

As staff understands, from time-to-time a situation will arise where a property owner wishes to build a new dwelling on the same property where they reside. The property owner desires to live in the existing dwelling while the new dwelling undergoing construction. Once the new dwelling is constructed, the owner will relocate, and demolish the old dwelling.

As you know, the Zoning Ordinance does not permit two single-family dwellings on one parcel. However, it is reasonable for a property owner to live in their current home during the construction

of their new home. In the past, the Township has executed an agreement with the property owner that specifies the length of time the resident has to obtain an occupancy permit; length of time before the old dwelling must be demolished; and requires the resident to furnish a performance guarantee to cover the cost of razing and removing the structure (*in the event the owner fails to comply with the terms of the agreement the Township would utilize those funds to demolish the old dwelling and restore the site*).

Staff requests the Planning Commission consider a text amendment that would allow the Zoning Administrator to execute an agreement to permit this type of activity. A sample agreement is included in this memo.

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

GRAND HAVEN CHARTER TOWNSHIP
13300 168th Avenue • Grand Haven, Michigan 49417 • Phone: 616.842.5988 • Fax: 616.842.9419

AGREEMENT REGARDING ACCESSORY BUILDINGS

This Agreement Regarding Accessory Buildings (the "Agreement") is made between Grand Haven Charter Township, 13300 - 168th Avenue, Grand Haven, Ottawa County, Michigan 49417 (the "Township") and the _____ (the "Property Owner").

This Agreement is based on the following facts.

A. The Property Owner is the owner of certain property in the Township, Parcel Number 70-_____ _____, which property is legally described on the attached Exhibit A (the "Property").

B. The Property currently includes a single family dwelling (the "Residence"), along with _____ accessory buildings (the "Accessory Buildings").

C. The Property Owner asked to demolish the Residence, which is collapsing and no longer habitable, without immediately removing the Accessory Buildings.

D. The Grand Haven Charter Township Zoning Ordinance (the "Ordinance") requires the Accessory Buildings be demolished at the same time that the Residence is demolished.

The Township and the Property Owner now agree as follows.

1. The Property Owner shall promptly apply for a permit to demolish and remove the Residence.

2. The Property Owner shall complete the demolition of the Residence and the restoration of the Property to eliminate any unsightly or unsafe conditions within _____ months after the Township issues a permit for the demolition and removal of the Residence.

3. The Property Owner shall ask the Township to reconsider this Agreement, and the Township shall reconsider whether or not to allow this Agreement to remain in place, upon the occurrence of any of the following events:

    a. Any adjustment of the boundaries of the Property;
    b. A building permit is sought for the Property;
    c. The Property Owner seeks to sell or convey the Property to any other person or entity; or
    d. The passage of _____ years from the date of this Agreement.

4. When the Property Owner asks the Township to reconsider this Agreement, the Township has the discretion to terminate this Agreement.

5. This Agreement and its rights and obligations shall not be assignable. This Agreement shall inure to the benefit of and be binding upon the parties. 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 Agreement 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 with sufficient postage. This Agreement 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 Agreement shall not be a waiver of any subsequent breach of the same or any other provision of this Agreement. If any section or provision of this Agreement is unenforceable for any reason, the unenforceability shall not impair the remainder of this Agreement, which shall remain in full force and effect. It is contemplated that this Agreement will be executed in multiple counterparts, all of which together shall be deemed to be one contract. Any captions in this Agreement are for convenience only and shall not be considered as part of this Agreement 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 Agreement. This Agreement may not be amended other than by a written document signed by both parties.

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

Signed in the presence of:

GRAND HAVEN CHARTER TOWNSHIP

_____	_____
William D. Cargo, Superintendent	**Kristi DeVerney, Deputy Clerk**

Dated: _____, 2016

NAME OF PROPERTY OWNER

_____	_____
_____, a _____	**Witness**

Dated: _____, 2016

Prepared by:
Ronald A. Bultje (P29851)
Scholten and Fant
100 North Third Street
P.O. Box 454
Grand Haven, MI 49417-0454
(616) 842-3030

EXHIBIT A

Parcel Number: _____

Legal Description: _____

AGREEMENT FOR TWO SINGLE FAMILY DWELLINGS

This Agreement is made between the Zoning Administrator (the "Administrator") for Grand Haven Charter Township, Ottawa County, Michigan (the "Township") and _____ of _____ (the "Applicant"). This Agreement is based upon the following facts.

A. The Applicant is the owner of certain property in the Township, which property is legally described on the attached Exhibit A (the "Property").

B. The Applicant already has a single family dwelling (the "Current Dwelling") on the Property.

C. The Applicant wishes to construct a new single family dwelling (the "Proposed Dwelling") on the Property without first removing the Current Dwelling.

D. The Grand Haven Charter Township Zoning Ordinance (the "Ordinance") allows only one single family dwelling on the Property.

E. The Administrator is willing to issue a permit for the Proposed Dwelling, without requiring the removal of the Current Dwelling, and without the Applicant obtaining a variance from the Ordinance, if the Applicant is willing to comply with the terms of this Agreement.

Therefore, the Administrator and the Applicant agree as follows.

1. The Applicant must comply with all of the representations in the Applicant's application to the Township for the Proposed Dwelling.

2. The Applicant must comply with all Federal, State, County and Township laws, ordinances, rules and regulations applicable to the Property.

3. The Applicant shall complete the construction of the Proposed Dwelling and shall fulfill all of the requirements to receive an occupancy permit from the Township for the Proposed Dwelling within _____ months after the Applicant signs this Agreement.

4. Within _____ months after the Applicant receives an occupancy permit for the Proposed Dwelling, the Applicant shall completely remove the Current Dwelling from the Property. The removal of the Current Dwelling shall include the complete removal of the structure and all connections to it, as well as restoration of the grounds to eliminate any unsightly or unsafe conditions.

5. To ensure compliance by the Applicant with the requirements of this Agreement, the Applicant shall post a performance guarantee to consist of a cash deposit, certified check, irrevocable bank letter of credit or surety bond. The performance

guarantee shall be in the amount of _____, and it shall be maintained until the removal of the Current Dwelling has been fully completed as described in Paragraph 4.

The performance guarantee shall be posted with the Administrator before the construction of the Proposed Dwelling has begun. The performance guarantee may be used by the Township to remove the Current Dwelling or to restore the grounds if the Applicant has not completed these tasks within _____ months after receiving an occupancy permit for the Proposed Dwelling, or if the Applicant fails to comply with any requirements of this Agreement.

_____	_____
Applicant	Zoning Administrator
Dated: _____	Dated: _____

EXHIBIT A

[Insert legal description]

GRAND HAVEN CHARTER TOWNSHIP

Community Development Memo

DATE: April 28, 2016

TO: Planning Commission

FROM: Stacey Fedewa, Planning & Zoning Official

RE: Adding Industrial Land Uses to the Commercial District

BACKGROUND

Frequently, staff is contacted by prospective business owners that are trying to identify land that is available. Often times the use is limited to the Industrial zoning districts, and as you know, industrial land is limited in the Township.

The correspondence from Curtis Schwartz prompted staff to perform a closer review of the land uses found in the I-1, I-1A, and C-1 districts.

PROPOSAL

Staff has reviewed the permitted, and special, land uses for the I-1 and I-1A industrial zoning districts and determined the following may be suitable to add to the C-1 Commercial district as well.

I-1 Industrial District	I-1A Corridor Industrial District
- Trade or Industrial Schools - Sign shops	- Trade or Industrial Schools - Tool and Equipment Rental - Indoor Recreation, Exercise and Athletic Facilities

C-1 Comparative Uses
- Outdoor Commercial Recreation Facilities - Greenhouses and Nurseries - Bus Terminal - Campground - Colleges

Because the Township has limited availability for industrial land, and excess commercial land is seems sensible to add land uses to the C-1 Commercial District that have equivalent intensities. For example, the C-1 district permits Outdoor Commercial Recreation Facilities (*e.g., Craig's Cruiser*) but not Indoor Recreation Facilities (*e.g., rock climbing facility with banquet hall proposed by Schwartz*).

HISTORY

Staff reviewed Ordinance 511 from 2012, which created the I-1A Corridor Industrial and established the Indoor Recreation, Exercise and Athletic Facilities Special Land Use that is only found in the I-1A district.

The purpose of the new zoning district was to encourage infill growth in the industrial zones, which was successful because businesses are no longer able to secure industrial land. Therefore, it appears the focus needs to shift commercial land.

RECOMMENDATION

Staff believes the following industrial uses should be included in the commercial district, and are placed in order of appropriateness (*none, one, or more could be selected for consideration*):

1. Indoor Recreation, Exercise and Athletic Facilities
2. Sign Shops
3. Tool and Equipment Rental
4. Trade or Industrial Schools

Each use that is selected should be added as a Special Land Use, so the Township is afforded a greater degree of authority to regulate the development because it is on the higher-end of the intensity spectrum.

If the Planning Commission is agreeable to this recommendation staff will prepare a draft Zoning Text Amendment Ordinance for consideration at the next meeting.

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