AGENDA

Grand Haven Charter Township Planning Commission
Monday, December 4, 2017 – 7:00 p.m.

I. Call to Order

II. Roll Call

III. Pledge to the Flag

IV. Approval of the November 20, 2017 Meeting Minutes

V. Correspondence
- John P. Clapp – Lincoln Pines PUD Amendment

VI. Brief Public Comments & Questions (Limited to 3 minutes)

VII. Public Hearing
A. PUD Amendment – Lincoln Pines

VIII. Old Business
A. PUD Amendment – Lincoln Pines

IX. New Business
A. Housekeeping Duties
i. Appointment of Officers
ii. 2018 Meeting Date Schedule
B. Presentation – Chair Cousins – Master Citizen Planner Certification

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

XI. Extended Public Comments & Questions (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
NOVEMBER 20, 2017

I. CALL TO ORDER

LaMourie called the meeting of the Grand Haven Charter Township Planning Commission to order at 7:05 p.m.

II. ROLL CALL

Members present: LaMourie, Taylor, Kieft, Chalifoux, Reenders, Wilson, Hesselsweet, and Wagenmaker
Members absent: Cousins
Also present: Community Development Director Fedewa and Attorney Bultje

Without objection, LaMourie instructed Fedewa to record the minutes.

III. PLEDGE TO THE FLAG

IV. APPROVAL OF MINUTES

Without objection, the minutes of the November 6, 2017 meeting were approved.

V. CORRESPONDENCE – None

VI. PUBLIC COMMENTS – None

VII. PUBLIC HEARING

A. Zoning Text Amendment Ordinance – Motor Vehicle Repair Garage Setback

LaMourie opened the public hearing at 7:07pm.

Fedewa provided an overview through a memorandum dated November 15th.

There being no comments, LaMourie closed the hearing at 7:08pm.

B. Special Land Use – Motor Vehicle Repair Garage – Z Tire

LaMourie opened the public hearing at 7:08pm.

Wilson recused himself because he owns property within the 300-foot public notice area.

Fedewa provided an overview through a memorandum dated November 16th.

The applicants, John & Chris Helder; property owner, Dale Reenders of RRR & Associates; and architect, Denny Dryer, were present and available to answer questions.

- Property owner provided a copy of Township Resolution No. 99-09-02 regarding the guarantee that a truck well used for loading/unloading is permitted to stay in the side yard that abuts a street; when it is usually required to be in the rear yard or interior side yard. This Resolution came about as a result of the Township installing the nonmotorized pathway on Hayes Street.
- Property owner explained the truck well is used regularly by one of the tenants, and has concerns the truck may block traffic when maneuvering into the well if the Township requires one of the driveways to be closed. Requesting the Commission consider an access management departure.

There being no further comments, LaMourie closed the hearing at 7:15pm.

Wilson rejoins the Commission.

VIII. OLD BUSINESS

A. Zoning Text Amendment Ordinance – Motor Vehicle Repair Garage Setback

There being no discussion, the following motion was offered:

> **Motion** by Kieft, supported by Wilson, to recommend to the Township Board **approval** of the proposed Zoning Text Amendment Ordinance (*draft date 11/20/17*) to revise setbacks related to the I-1A Zoning District and the Motor Vehicle Repair Garage Special Land Use. **Which motion carried unanimously**.

B. Special Land Use – Motor Vehicle Repair Garage – Z Tire

Wilson recused himself because he owns property within the 300-foot public notice area.

The application was discussed by Commissioners and focused on:

- Familiar with the area and believe keeping the driveway will allow for better circulation within the site.
- Have not seen any traffic issues in the area.
- Uses on the site have low trip generation characteristics. Requiring the driveway to be closed seems to be too strict especially because the applicant would not be accessing the subject-driveway.
- Prior to the nonmotorized pathway being constructed the site was a continuous curb cut that did not have defined driveways.

Motion by Taylor, supported by Chalifoux, to **conditionally approve** the Special Land Use application to permit a Motor Vehicle Repair Garage at 17169 Hayes Street based on the application meeting the requirements and standards set forth by the Grand Haven Charter Township Zoning Ordinance. The motion is subject to, and incorporates, the following report. The approval is conditioned upon the following:

1. A building permit shall not be issued until the Zoning Text Amendment Ordinance regarding the side yard setback, takes effect.
2. Applicant shall provide an additional 3,000 sqft of landscaping along the northern edge, and wall, of the parking lot and building as well as the area west of the dumpster enclosure.

Which motion carried unanimously.

REPORT – MOTOR VEHICLE REPAIR GARAGE

1. The application meets the special land use standards of Section 19.05 of the Zoning Ordinance. Specifically, the Planning Commission affirmatively finds as follows:
   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.
   I. Pursuant to Section 19.05.7.B the Planning Commission is granting a departure from the access management requirements to allow the eastern-most driveway to remain on the site. This departure is being granted because the special land use includes a site with existing, and operational, buildings and the proposed use will not be hazardous or inconvenient to the neighborhood, nor unduly conflict with the normal traffic of the neighborhood when considering safe and convenient routes for pedestrian traffic, particularly children, the relationship of the use to main thoroughfares, streets, and intersections, and the general character and intensity of the existing and potential development of the neighborhood.

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. 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.

   B. 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.

   C. 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.

   D. 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.

   E. 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.

   F. 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.

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

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

   I. 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.

   J. 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.

   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 or public streets, are screened.

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

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

   N. Where appropriate, the Planning Commission has required fencing to minimize or prevent trespassing or other adverse affects on adjacent lands.

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

IX. NEW BUSINESS

A. Planned Unit Development – Pre-Application – Old Woods Trail

Fedewa provided an overview through a memorandum dated November 16th.

The developer's business partner, Tim Schollaar; and engineer's representative, Don DeGroot P.E. of Exxel Engineering were present:

- Provided an overview of the proposed single family residential PUD project.
- Property is zoned Rural Residential (45,000 sqft minimum lot size) and master-planned for Low Density Residential (25,000 sqft minimum lot size).
- Although the width of the open space is less than the required 50-feet, the Planning Commission can grant an exception to allow a reduced width. Intent of the smaller width is to provide a buffer around the development to reduce impact to neighbors, and to save existing trees and footpath.
- Chose not to consider multi-tenant dwellings because they usually require sanitary sewer. Did not contact the Ottawa County Environmental Health Department to inquire if a private system would be acceptable.
- Proposing land divisions in addition to site condominiums because the water table for the first 4 lots is too high, which violates the State's requirements to develop site condominiums. Therefore, proposing land divisions on the lots the State would not permit as condos because the division method complies with local regulations.
- Intend to establish restrictions for the development to keep trees within the front and side yards.
- Explained the development will not look as dense because it's a wooded area and a passerby would only see the first house and the rest would be screened by the trees that would have to be preserved in the front and side yards.
- Wants the 15 lots to cover the developers costs in order to provide affordable lots.
    - Estimates the low price for a lot would be $75,000.
    - Estimates the price for a semi-custom dwelling would be at least $300,000.
- Considering an option to transplant some of the existing blueberry bushes to create a u-pick business near the road. However, there are numerous legal concerns regarding liability.

The proposed development was discussed by the Commissioners and focused on:

- All Commissioners expressed concern over the number of lots, and how the development would fail to be cohesive with the surrounding area.
- Development would negatively change the character of the area.

- While the Township does place value on the context of design, the development looks much more dense than what is in the surrounding area.
- Despite the restriction to save existing trees in front and side yards, the front 1/3 of the property (i.e., nearly 1,000 linear feet) is a blueberry field with no trees, which means at least the first 4 lots would be 100% visible from Buchanan Street.
- This is a low-lying area and using a private septic system is concerning, so some Commissioners may not be comfortable with any lots under 1-acre in size. The larger lot size would help with the leaching process in drainfields.
- The proposed price points of $75,000 for a lot, and $300,000 for a dwelling would never be considered affordable. Only dwellings within the $100,000 range would be considered affordable.
- Development abuts a nonmotorized pathway, so the Commission would require sidewalks within the site.
- Developer is encouraged to:
    - Re-consider the multi-tenant options described in Fedewa's November 16th memorandum;
    - Reducing the number of lots to maintain the character of the area; and
    - Increasing the minimum lot size, so it is closer to, or over, 1 acre.
- Attorney Bultje indicated Section 17.01.2 of the Zoning Ordinance requires a PUD to have sanitary sewer, and because existing sewer is not within 2,700 feet of the site, the property may not be "ripe" for a PUD at this time.
- Fedewa explained that a Future Land Use map is intended to guide the growth of the Township over a period of decades. Even though the Future Land Use map designates this land for 25,000 sqft Low Density Residential lots, if the surrounding area is not prepared to support that size of a development then the site is not considered to be "ripe." Rather, the property owner would need to postpone the desired project until the infrastructure is prepared to support development; or develop the land with 7, or fewer, lots to negate the PUD and sanitary sewer requirement.

B. <u>Presentation – Chair Cousins – Master Citizen Planner Certification</u>

Unexpectedly, the Chair was unable to attend, so the presentation will be postponed until the next regularly scheduled meeting.

X. REPORTS

A. Attorney Report – None

B. Staff Report

- The next Zoning Ordinance Update Committee meeting is scheduled for Thursday, November 30th @ 6pm in the Main Conference Room. Staff will send a reminder email out to the Planning Commission in case someone wants to attend.
- Provided a brief overview of the proposed redevelopment on the 7-acre parcel along Robbins Road.

C. Other – None

XI. EXTENDED PUBLIC COMMENTS – None

XII. ADJOURNMENT

Without objection, the meeting adjourned at 8:10 p.m.

Respectfully submitted,

Stacey Fedewa
Acting Recording Secretary

John P. Clapp
526 Lafayette Avenue
Grand Haven, MI 49417

November 18, 2017

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

Re: Lincoln Pines Planned Unit Development

Dear Stacey:

I have read about the proposed changes to the above noted development, and would like to make a comment. As a representative of the owner of the triangular parcel of land at the rear of Brighamwood Subdivision, we are concerned that these proposed changes do not alter the locations of the roads and streets in the original plan.

Many years ago the Township Planning Commission committed to requiring any development of the Lincoln Pines property to provide a public connector road to the Brighamwood parcel, which would otherwise be completely land-locked. It is our hope that this commitment will still be honored so that this property may someday also be useful and add value to the tax base of the Township.

If there are to be no changes to the proposed roads, water, and sewer lines, we have no other concerns with the conversion of regular subdivision to condominium subdivision. Thank you for reviewing our concerns and making recommendations in this matter to the planning commission and public works department.

Yours very truly,

John P. Clapp

GRAND HAVEN CHARTER TOWNSHIP

Community Development Memo

DATE: November 30, 2017

TO: Planning Commission

FROM: Stacey Fedewa, Community Development Director

RE: PUD Amendment – Lincoln Pines – Convert Subdivision to Condos

BACKGROUND

In 2014, the Lincoln Pines PUD was approved for a 99-lot single family subdivision. The first phase of 38-lots, was officially platted in late 2016. Since then, the developer has performed some market analyses and found there is a high demand for condos, and very little supply.

PROPOSAL

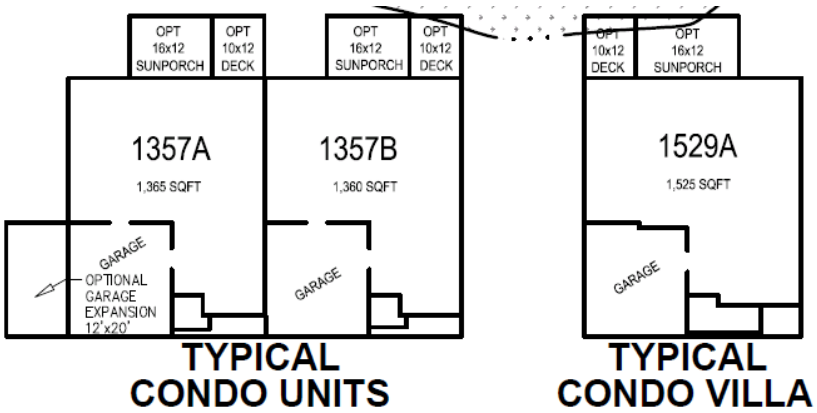
There are two remaining phases in the PUD, and the developer is proposing to convert a portion of each phase to condominiums rather than a platted subdivision.

Specifically, phase 2 was originally approved for 32-lots and the proposal is to maintain 14 of those lots, and convert the remainder to 28 condos (*i.e., 13 buildings of attached single family condos; and 2 stand-alone "villa" condos*).

Phase 3 was approved for 29-lots and the proposal is to maintain 20 of those lots, and convert the remainder to 25 condos (*i.e., 12 buildings of attached single-family condos; and 1 stand-alone "villa" condo*).

This amendment to the PUD would have an end result of 72 subdivision lots, and 53 condominiums consisting of 25 attached buildings, and 3 villas.

The attached condos will be approximately 1,365 sqft in size, and some will have an option for an additional stall in the garage. The stand-alone villa's will be approximately 1,525 sqft in size. Each unit will also have an option of installing a deck and/or sunroom.



REVIEW & COMPLIANCE

Staff have reviewed the plans, and the attorney has reviewed the legal documents, and all have approved for compliance with local ordinances.

- Setbacks (*i.e., building separation*) will remain the same for the condos as it is for the lots with a minimum distance of 16' between buildings.
- The developer has taken the sidewalk into account when placing the condos, and is ensuring a minimum of 36' is provided between the sidewalk and the garage.
- The optional "add-ons" have all been taken into account when siting the condo units as it relates to setbacks.

SAMPLE MOTIONS

If the Planning Commission finds the application complies with the standards, the following motion can be offered:

> **Motion** to recommend to the Township Board **approval** of the proposed PUD Amendment for Lincoln Pines to convert 27 subdivision lots to 53 condominium units. This motion is subject to, and incorporates, the following report.

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

> **Motion** to recommend to the Township Board **denial** of the PUD Amendment for Lincoln Pines, and direct staff to draft a formal motion and report with those discussion points, which will be reflected in the meeting minutes. This will be reviewed and considered for adoption at the next meeting.

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

Motion to **table** the PUD Amendment for Lincoln Pines and direct the applicant to make the following revisions:

1. *List the revisions.*

REPORT (*TO BE USED WITH A MOTION TO APPROVE*)

Pursuant to the provisions of the Grand Haven Charter Township (the "Township") Zoning Ordinance (the "Zoning Ordinance"), the following is the report of the Grand Haven Charter Township Planning Commission (the "Planning Commission") concerning an application by Signature Land Development Corporation (the "Developer") for approval of an amendment to the Lincoln Pines Planned Unit Development (the "Project" or the "PUD").

The Project will consist of the existing 38 platted lots in phase 1, and in phases 2 and 3 will have an additional 61 platted lots and 53 condominium units. The Project as recommended for approval is shown on a final site plan (the "Final Site Plan"), last revised 11/20/2017 and is referred to as the "Documentation," presently on file with the Township.

The purpose of this report is to state the decision of the Planning Commission concerning the Project, the basis for the Planning Commission's recommendation, and the Planning Commission's decision that the amended Lincoln Pines PUD be approved as outlined in this motion. The Developer shall comply with all of the Documentation submitted to the Township for this Project. In granting the approval of the proposed PUD application, the Planning Commission makes the following findings pursuant to Section 17.04.3 of the Zoning Ordinance.

1. The Project meets the site plan review standards of Section 23.06 of the Zoning Ordinance. Specifically, pursuant to Section 23.06.7, the Planning Commission finds as follows:
    A. The uses proposed will not adversely affect the public health, safety, or welfare. Uses and structures located on the site take into account topography, size of the property, the uses on adjoining property and the relationship and size of buildings to the site. 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.
    B. 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.
    C. 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.
    D. 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.

E. 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.

F. 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.

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

H. All streets and driveways are developed in accordance with the OCRC specifications, as appropriate.

I. 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 stormwater, prevent erosion and the formation of dust.

J. 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 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 or public streets, are screened.

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

M. The Documentation conforms to all applicable requirements of County, State, Federal, and Township statutes and ordinances.

N. As appropriate, fencing will be installed around the boundaries of the development if deemed necessary to preventing trespassing or other adverse effects on adjacent lands.

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

2. The Planning Commission finds the Project meets the intent for a PUD, as described in Section 17.01.3 of the Zoning Ordinance. By approving this Project as a PUD, the Township has been able to negotiate various amenities and design characteristics as well as additional restrictions with the Developer, as described in this report, which the Township would not have been able to negotiate if the PUD Chapter of the Zoning Ordinance was not used.

3. Compared to what could have been constructed by right, the Project has been designed to accomplish the following objectives from Section 17.01.4 of the Zoning Ordinance.

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

B. The Project will promote the conservation of natural features and resources;

C. The Project will promote innovation in land use planning and development;

D. The Project will promote the enhancement of housing for the residents of the Township;

E. The Project will promote greater compatibility of design and better use between neighboring properties;

F. The Project will promote more economical and efficient use of the land while providing a harmonious variety of housing choices; and

G. The Project will promote the preservation of open space.

4. The Project meets the following qualification requirements of Section 17.02 of the Zoning Ordinance:

   A. The Project meets the minimum size of five acres of contiguous land.

   B. The Project contains two separate and distinct residential uses—single family, and attached condominiums.

   C. The Project site has distinct physical characteristics which makes compliances with the strict requirements of the ordinance impractical.

   D. The PUD design includes innovative development concepts that substantially forward the Intent and Objectives of Section 17.01, and permits an improved layout of land uses that could not otherwise be achieved under normal zoning.

5. The Planning Commission also finds the Project complies with the general PUD Design Considerations of Section 17.05 of the Zoning Ordinance.

   A. The stormwater management system for the Project and the drainage facilities will properly accommodate stormwater on the site, will prevent runoff to adjacent properties, and are consistent with the Township's groundwater protection strategies.

   B. The Project will not interfere with or unduly burden the water supply facilities, the sewage collection and disposal systems, or other public services such as school facilities, park and recreation facilities, etc.

   C. Utility services within the Project shall be underground. This includes but is not limited to electricity, gas lines, telephone, cable television, public water and sanitary sewer.

   D. The internal road system in the Project is designed to limit destruction of existing natural vegetation and to decrease the possibility of erosion.

   E. Vehicular circulation, traffic and parking areas have been planned and located to minimize effects on occupants and users of the Project and to minimize hazards to adjacent properties and roadways.

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

   G. Street lighting will be installed in the same manner as required under the Township's Subdivision Control Ordinance.

   H. Buildings in the Project have been sited to protect natural resources. Natural features such as natural grade, trees, vegetation, water bodies and others have been incorporated into the Documentation.

   I. Landscaping, natural features, open space and other site amenities have been located in the Project to be convenient for occupants of, and visitors to, the PUD.

   J. The Project is reasonably compatible with the natural environment of the site and the

adjacent premises.

K. The Project will not unduly interfere with the provision of adequate light or air, nor will it overcrowd land or cause an unreasonably severe concentration of population.

L. Exterior lighting within the Project complies with Chapter 20A for an LZ 3 zone.

M. Outside storage of materials shall be screened from view.

N. Signage is compliant with Section 24.13 of the Zoning Ordinance.

O. The Project will not have a substantially detrimental effect upon or substantially impair the value of neighborhood property, as long as all of the standards and conditions of this approval of the Project are satisfied.

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

Q. The Project satisfies the minimum open space of 20 percent required by the Zoning Ordinance.

R. The open space in the Project is large enough and properly dimensioned to contribute to the purpose and objectives of the PUD.

S. The open space in the Project consists of contiguous land area which is restricted to non-development uses.

T. The open space in the Project will remain under common ownership or control.

U. The Open space in the Project is set aside by means of conveyance that satisfies the requirements of Section 17.05.5.G of the Zoning Ordinance.

V. The Project is consistent with the goals and objectives of the Master Land Use Plan. Specifically, it is consistent with the Master Plan designation of the property in question.

6. The Planning Commission finds that the Project complies with the uses permitted for a residential planned unit development, as described in Section 17.07.2.A of the Zoning Ordinance—Housing for the elderly.

Clear Form

Print

GRAND HAVEN CHARTER TOWNSHIP

PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT APPLICATION

Application Type	Fee	Escrow*
PUD Amendment	$125	$500

Sewer Escrow**	
Main Extension	$5,000
Lift Station	$2,000

Applicant Information

Name: Signature Land Development Corporation - Michael McGraw

Phone: 616.745.5028 Fax: _____

Address: 1188 East Paris Ave SE, Grand Rapids, MI 49546

Email Address: mmcgraw@eastbrookhomes.com

Owner Information *(If different from applicant)*

Name: _____

Phone: _____ Fax: _____

Address: _____

Property Information

Address/Location: north side of Lincoln Street approx. 2,000 feet west of 144th Avenue

Parcel Number: 70 - 07 - 12 - 400 - 026 Size *(acres)* 37.46 (Phases 2 and 3)

Current Zoning: PUD Zoning Requested: PUD

Adjacent Zoning: *North*: AG *South*: AG *East*: RR *West*: R-2

Master-Planned Zoning: Medium Density Residential Consistent with Master Plan? Yes

Other Information

Does Property Abut Township Border? No

Present Use of the Subject Property? Open land, PUD single family residential in Phase 1

Number & Type of Existing Structures? None

Subject Property Located on a Paved Road? Yes

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

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

NOTE: The architect, engineer, planner, or designer shall be responsible for utilizing the Township Ordinance Books and following the procedures and requirements as specified in Chapters 17 and 23 (*and Chapter 15A if located in the Overlay Zone*), and any other applicable ordinances. Initially, submit five copies of the required information for staff review. Once staff has granted tentative approval, additional copies will be required as requested by staff.

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

Signature of applicant _____ *Date* 10/17/17

Last Revised 2/8/2016

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

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

NOTICE

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

_____ 10/17/17

Signature of applicant *Date*

For Office Use Only

Date Received _____ Fee Paid? _____

Materials Received: Site Plans _____ Location Map _____

Survey _____ Legal Description _____

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

PLANNING COMMISSION USE ONLY

Approval _____

Tabled _____

Denied _____

Conditional Approval _____

The following conditions shall be met for approval:

_____

_____

_____

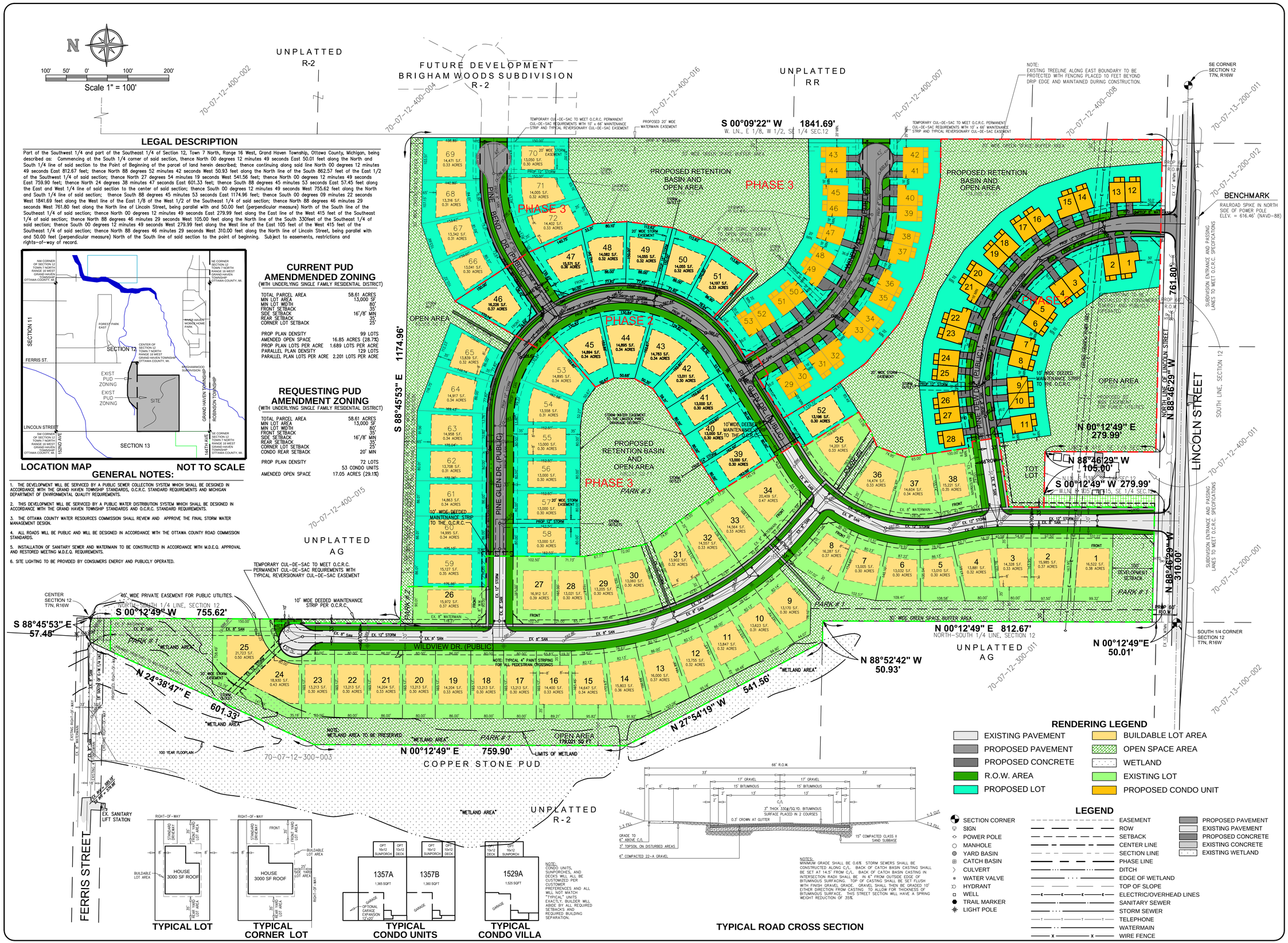
_____

_____

_____

_____ _____

Signature of Planning Commission Chair *Date*



LEGAL DESCRIPTION

Part of the Southwest 1/4 and part of the Southeast 1/4 of Section 12, Town 7 North, Range 16 West, Grand Haven Township, Ottawa County, Michigan, being described as: Commencing at the South 1/4 corner of said section, thence North 00 degrees 12 minutes 49 seconds East 50.01 feet along the North and South 1/4 line of said section to the Point of Beginning of the parcel of land herein described; thence continuing along said line North 00 degrees 12 minutes 49 seconds East 812.67 feet; thence North 88 degrees 52 minutes 42 seconds West 50.93 feet along the North line of the South 862.57 feet of the East 1/2 of the Southwest 1/4 of said section; thence North 27 degrees 54 minutes 19 seconds West 541.56 feet; thence North 00 degrees 12 minutes 49 seconds East 759.90 feet; thence North 24 degrees 38 minutes 47 seconds East 601.33 feet; thence South 88 degrees 45 minutes 53 seconds East 57.45 feet along the East and West 1/4 line of said section to the center of said section; thence South 00 degrees 12 minutes 49 seconds West 755.62 feet along the North and South 1/4 line of said section; thence South 88 degrees 45 minutes 53 seconds East 1174.96 feet; thence South 00 degrees 09 minutes 22 seconds West 1841.69 feet along the West line of the East 1/8 of the West 1/2 of the Southeast 1/4 of said section; thence North 88 degrees 46 minutes 29 seconds West 761.80 feet along the North line of Lincoln Street, being parallel with and 50.00 feet (perpendicular measure) North of the South line of the Southeast 1/4 of said section; thence North 00 degrees 12 minutes 49 seconds East 279.99 feet along the East line of the West 415 feet of the Southeast 1/4 of said section; thence North 88 degrees 46 minutes 29 seconds West 105.00 feet along the North line of the South 330feet of the Southeast 1/4 of said section; thence South 00 degrees 12 minutes 49 seconds West 279.99 feet along the West line of the East 105 feet of the West 415 feet of the Southeast 1/4 of said section; thence North 88 degrees 46 minutes 29 seconds West 310.00 feet along the North line of Lincoln Street, being parallel with and 50.00 feet (perpendicular measure) North of the South line of said section to the point of beginning. Subject to easements, restrictions and rights-of-way of record.

LOCATION MAP NOT TO SCALE

CURRENT PUD AMENDMENDED ZONING

(WITH UNDERLYING SINGLE FAMILY RESIDENTIAL DISTRICT)

TOTAL PARCEL AREA	58.61 ACRES
MIN LOT AREA	13,000 SF
MIN LOT WIDTH	80'
FRONT SETBACK	35'
SIDE SETBACK	16'/8' MIN
REAR SETBACK	35'
CORNER LOT SETBACK	25'
PROP PLAN DENSITY	99 LOTS
AMENDED OPEN SPACE	16.85 ACRES (28.7%)
PROP PLAN LOTS PER ACRE	1.689 LOTS PER ACRE
PARALLEL PLAN DENSITY	129 LOTS
PARALLEL PLAN LOTS PER ACRE	2.201 LOTS PER ACRE

REQUESTING PUD AMENDMENT ZONING

(WITH UNDERLYING SINGLE FAMILY RESIDENTIAL DISTRICT)

TOTAL PARCEL AREA	58.61 ACRES
MIN LOT AREA	13,000 SF
MIN LOT WIDTH	80'
FRONT SETBACK	35'
SIDE SETBACK	16'/8' MIN
REAR SETBACK	35'
CORNER LOT SETBACK	25'
CONDO REAR SETBACK	20' MIN
PROP PLAN DENSITY	72 LOTS
	53 CONDO UNITS
AMENDED OPEN SPACE	17.05 ACRES (29.1%)

GENERAL NOTES:

1. THE DEVELOPMENT WILL BE SERVICED BY A PUBLIC SEWER COLLECTION SYSTEM WHICH SHALL BE DESIGNED IN ACCORDANCE WITH THE GRAND HAVEN TOWNSHIP STANDARDS, O.C.R.C. STANDARD REQUIREMENTS AND MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS.
2. THIS DEVELOPMENT WILL BE SERVICED BY A PUBLIC WATER DISTRIBUTION SYSTEM WHICH SHALL BE DESIGNED IN ACCORDANCE WITH THE GRAND HAVEN TOWNSHIP STANDARDS AND O.C.R.C. STANDARD REQUIREMENTS.
3. THE OTTAWA COUNTY WATER RESOURCES COMMISSION SHALL REVIEW AND APPROVE THE FINAL STORM WATER MANAGEMENT DESIGN.
4. ALL ROADS WILL BE PUBLIC AND WILL BE DESIGNED IN ACCORDANCE WITH THE OTTAWA COUNTY ROAD COMMISSION STANDARDS.
5. INSTALLATION OF SANITARY SEWER AND WATERMAIN TO BE CONSTRUCTED IN ACCORDANCE WITH M.D.E.Q. APPROVAL AND RESTORED MEETING M.D.E.Q. REQUIREMENTS.
6. SITE LIGHTING TO BE PROVIDED BY CONSUMERS ENERGY AND PUBLICLY OPERATED.

NOTES:
CONDO UNITS, SUNPORCHES, AND DECKS WILL ALL BE CUSTOMIZED PER CUSTOMER PREFERENCES AND ALL WILL NOT MATCH "TYPICAL" UNITS EXACTLY. BUILDER WILL ABIDE BY ALL REQUIRED SETBACKS AND REQUIRED BUILDING SEPARATION.

NOTES:
MINIMUM GRADE SHALL BE 0.6% STORM SEWERS SHALL BE CONSTRUCTED ALONG C/L. BACK OF CATCH BASIN CASTING SHALL BE SET AT 14.5' FROM C/L. BACK OF CATCH BASIN CASTING IN INTERSECTION RADII SHALL BE IN 6" FROM OUTSIDE EDGE OF BITUMINOUS SURFACING. TOP OF CASTING SHALL BE SET FLUSH WITH FINISH GRAVEL GRADE. GRAVEL SHALL THEN BE GRADED 10' EITHER DIRECTION FROM CASTING TO ALLOW FOR THICKNESS OF BITUMINOUS SURFACE. THIS STREET SECTION WILL HAVE A SPRING WEIGHT REDUCTION OF 35%.

HOLLAND ENGINEERING
ENGINEERING | SURVEYING | PIPELINE SERVICES
220 Hoover Boulevard, Suite 2
Holland, Michigan 49423-3766
www.hollandengineering.com
T 616-392-5938 F 616-392-2116

The Surveyor's responsibility for any and all claims, including but not limited to those arising out of the Surveyor's / Engineer's professional services, negligence, gross negligence, errors, omissions or misrepresentations shall be deemed limited to an amount no greater than the service fee.

EASTBROOK HOMES

Attn: Mr. Michael McGraw
1188 East Paris Ave., S.E.
Grand Rapids Charter Twp., Mi., 49546

LINCOLN PINES SUBDIVISION PHASE 2

Part of the SE 1/4, Section 12, T7N, R16W
Grand Haven Township, Ottawa County, MI

Issued for Review

Date	Description	
10/16/2017	PRELIMINARY REVIEW	A
10/24/2017	UPDATED CONDO REAR SETBACK	B
11/20/2017	UPDATED PER AGENCY REVIEW	C

Plans are preliminary & incomplete until ISSUED FOR CONSTRUCTION

Project Manager: L. BERKENPAS, P.E.
Vertical Datum: LOCAL
Horz. Datum: LOCAL
Drawn by: STEVE A. MORRIS
Checked by: -
Date: -
HEI Project Number: 17-09-024
Sheet Title: AMENDED PRELIMINARY P.U.D. PLAN
Sheet No. C-101

Lincoln Pines Subdivision

AMENDED AND RESTATED

DECLARATION OF COVENANTS RESTRICTIONS AND CONDITIONS

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS and CONDITIONS is made as of the _____ day of _____ 2017 by Signature Land Development Corporation, a Michigan corporation, of 1188 East Paris Ave., SE, Suite 100, Grand Rapids, MI 49546, (hereinafter "Developer");

WHEREAS, Signature Land Development Corporation is developing certain property in the Township of Grand Haven, Ottawa County, Michigan, located on the north side of Lincoln Street, west of 144th Avenue and east of 152nd Avenue, to be known as Lincoln Pines Subdivision and Lincoln Pines Condominiums. Lincoln Pines Subdivision will be *platted for single family homes p*ursuant to the appropriate recorded plats. Lincoln Pines Condominiums will be established pursuant to a Master Deed recorded with Ottawa County. These areas may be expanded or contracted by Developer at any time and without any limitations, except as required by the appropriate government entities. Only properties developed by Signature Land Development Corporation, its successors or assigns, within the above described boundaries may use the name of Lincoln Pines; and

WHEREAS, Developer is developing Lincoln Pines Subdivision in phases, all phases to be known as Lincoln Pines Subdivision followed by the appropriate plat number (collectively referred to as Lincoln Pines Subdivision), which lot owners will use and benefit from the same entry areas, private parks and amenities at such time as the subsequent plat(s) are recorded with the Ottawa County Register of Deeds; and

WHEREAS, Developer is developing Lincoln Pines Condominiums in phases, all phases to be known as Lincoln Pines Condominiums (collectively referred to as Lincoln Pines Condominiums), which unit owners will use and benefit from the same entry areas, private parks and amenities as the platted lot owners; and

WHEREAS, it is required that each owner or purchaser of a lot in Lincoln Pines Subdivision or a Unit in Lincoln Pines Condominiums becomes and remains a member of the Lincoln Pines Property Owners' Association (hereinafter "Association"), a Michigan non-profit corporation, formed to maintain the common property areas in the Lincoln Pines Subdivision, and is required to contribute to the maintenance of the common area property, which may include the tot lot, private parks, entry areas, private roads and other property under the control of the Association; and

WHEREAS, it is part of the purpose and intention of this agreement that all of the platted lots in Lincoln Pines Subdivision, as recorded, be conveyed by Developer, subject to reservations, easements, notifications and the use and building restrictions contained herein to establish a general plan of uniform restrictions with respect to said subdivision, to insure to the purchasers of lots the use of the property for attractive residential purposes and to preserve the general character of the neighborhood; and

WHEREAS, the condominium units will be governed by the Master Deed and Bylaws of Lincoln Pines Condominiums, but will also be members of the Lincoln Pines Property Owner's Association; and

NOW, THEREFORE, the platted lots in said Lincoln Pines Subdivision shall be subject to the following building restrictions and other provisions which shall be covenants running with the land, binding on the heirs, personal representatives, successors and assigns of Developer and of each individual lot owner and of each individual lot owner's successors and assigns:

A. USE AND OCCUPANCY RESTRICTIONS

1. Residential Use. Lots shall be used for residential purposes or other purposes customarily incidental thereto. No house shall be designed, constructed or remodeled for the purpose of housing more than one family and not more than one house shall be built on anyone platted lot. Homeowner may use their residences for home occupations, provided that the use does not generate unreasonable traffic by members of the general public, does not cause the violation of any other plat restrictions and the use conforms to the Grand Haven Township Zoning Ordinance concerning home occupations.

2. Common Areas. The private parks shall be used only by the Developer, the lot owners in Lincoln Pines Subdivision and the unit owners in Lincoln Pines Condominiums, and by their agents, tenants, family members, invitees and licensees for access, ingress to and egress from, their respective properties and for other permitted purposes provided that common areas designed for a specific purpose shall be used only for those purposes or other uses approved by the Developer or the Association. The use, maintenance and operation of the common areas shall not be obstructed, damaged or unreasonably interfered with by any owner and shall be subject to any easement presently in existence or entered into by the Developer at some future date that affects all or any part of the common areas.

3. Local Codes. No lot shall be used, nor shall any structure be erected thereon, unless the use thereof and the location thereon satisfies the requirements of the Zoning Ordinance of the Charter Township of Grand Haven, Ottawa County, Michigan, which is in effect at the time of the contemplated use or the construction of any structure, unless approval thereof is obtained by a variance from the Charter Township of Grand Haven. Nothing in this Declaration of Restrictions shall give any person the right to violate or fail to comply with any applicable requirement of Grand Haven Charter Township or any other governmental entity with jurisdiction, or any condition placed by Grand Haven Charter Township upon the approval of the Lincoln Pines Subdivision or the planned unit development of which the Lincoln Pines Subdivision is a part. This subsection shall control over any other provision of these Restrictions which is inconsistent with this subsection.

4. Development and Sales Period. Development and sales period means the period continuing for as long as the Developer or its successors continue to own and offer for sale any lot unit in the Lincoln Pines Subdivision.

5. Developer Approvals. During the development and sales periods, no residences shall be commenced or erected until plans or specifications acceptable to the Developer showing the nature, kind, shape, height, materials, color scheme, location and approximate cost for such residence shall have been submitted to and approved in writing by the Developer. Any plans and specifications prepared for residences constructed by Eastbrook Homes Inc. or Michael McGraw Homes (the "Builder") are deemed approved by the Developer. The Developer shall have the right to refuse to approve any plans or specifications that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing upon such specifications, the Developer shall have the right to take into consideration the suitability of the proposed structure, the site upon which it is proposed to erect the same and the degree of harmony with the project as a whole.

6. Architectural Control Committee. An architectural review committee (the "Architectural Control Committee") has been or will be established by the Developer. The mission of the Architectural Control Committee is to ensure that non-builder/developer exterior changes or modifications meet the criteria established in these restrictions, provide a compatible neighborhood image and assure a harmonious and aesthetic development.

Following the development and sales periods, if rights of appointment have not previously been assigned to the Association, the Developer representatives or appointees shall resign from the Committee and the Board of Directors of the Association shall appoint 3 new members to the Architectural Control Committee. In each succeeding year, or at such other internals as the Board of Directors may decide, the Board of Directors shall appoint or re-appoint the 3 members to serve on the Architectural Control Committee.

7. Architectural Review. Following completion of the house, unless provided elsewhere in these Restrictions, no buildings, fences, walls, driveways, walkways, dog runs, pools, play structures larger than a 20x12 foot area and more than 12 feet in height, sports court, or other improvements shall be constructed on a lot or elsewhere on the property; and no exterior modification shall be made to any existing residence, structure or other improvement, unless in each case plans and specifications containing such detail as the Architectural Control Committee may reasonably require have first been approved in writing by the Architectural Control Committee. The Architectural Control Committee may establish guidelines detailing the approved materials and colors and detailing the application and approval process. In passing on such plans and specifications the Architectural Control Committee shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site on which it is proposed to be constructed, the proposed location of any improvement on the lot, the location of structures within adjoining lots, correspondence from adjoining lot owners and the degree of harmony with the project as a whole. In addition, to the extent that any proposed landscaping, hedges, trees or other planting are not customary or typical of similar landscaping within the project, then that landscaping shall not be undertaken until the landscaping plan has been submitted to and approved by the Architectural Control Committee.

8. Decks. A deck may be constructed without the approval of the Developer or the Architectural Control Committee, so long as the deck is not larger than 500 square feet in area and is located fully behind the side walls of the residence constructed on a lot.

9. Storage Buildings. A storage building does require submittal to the Architectural Control Committee, but will be allowed, provided that it meets the following criteria. The maximum size permitted is 10'x12' and not higher than 12 feet. It shall be of materials similar to

that as used on the home and painted in colors similar to the home or clad with vinyl siding matching that of the home. A storage building shall be located within the boundaries of the width of the house so as not to be seen from the front and shall not be located closer than ten feet from the property line and shall be suitably landscaped.

10. Fences. Fencing will not be permitted unless approved in writing by the Architectural Control Committee. If permitted, fencing on all lots shall be of a style and type as the Architectural Control Committee deems appropriate for the project.

11. Pools and Accessories. Aboveground swimming pools are not permitted. Inground swimming pools will require the approval of the Architectural Control Committee for location and aesthetic treatment. Pools shall be suitably maintained. Swimming pools shall meet the requirements of the Charter Township of Grand Haven. Fencing around pools is permitted to meet township requirements. Location of the pool and fencing shall be fully behind the side walls of the house. All pool and fencing plans must be submitted to and approved by the Architectural Control Committee before work commences.

12. Landscaping, Trees and Lawn Care. Landscaping within a lot shall be completed by the lot owner within nine (9) months after the completion of construction of the residence on a lot, to the extent it does not have natural cover within woods. After occupancy, it will be the responsibility of the homeowner to control soil erosion. Each lot owner shall mow grass at least two (2) times each month during the growing season; however, when appropriate to the project, a lot owner may leave portions of the lot intended to remain in a natural state in that natural state.

Existing trees greater than 8" in diameter and new trees that are planted within the boundaries of a lot by the Developer or Builder shall be maintained by the lot owner of the lot. Such trees shall not be removed unless the tree is diseased, dying or endangers life or property.

13. Satellite Dish.

a. All satellite dishes, whether permanent or temporary, shall be placed adjacent to, or be attached to the outdoor side wall of a house or garage.

b. All satellite dishes shall be placed in either the side yard (i.e. between the building and the side lot line) or the rear yard (i.e. between the building and the rear lot line). The placement shall not exceed an envelope area of four (4) feet horizontally from the side of the house or garage and four (4) feet vertically from grade level.

c. The size of all satellite dishes shall not exceed a diameter of thirty-six (36) inches.

d. There shall be no placement of any satellite dish in the front yard (i.e. between the street and the house) unless the criteria stated herein cannot be met due to the required line of site with the satellite.

e. Satellite dishes may be located outside the criteria set forth above if the applicant can show that such placement would not permit a satellite dish to receive signals from the satellite due to obstructions or sight line interference. The exact location and height of the

satellite dish rests with the discretion of the Architectural Control Committee and/or the Board of Directors.

f. The Architectural Control Committee and/or the Board of Directors may require landscaping or other conditions in addition to the stated criteria so as to hide or blend the satellite dish with the surrounding topography, landscape or other structures.

14. Sidewalks. Lot owners with sidewalks will be required to maintain the sidewalk areas adjacent to their front or side lots, including snow removal and turf maintenance. Any lot owner who believes a lot owner is violating applicable ordinances concerning sidewalk maintenance may contact the appropriate Ottawa County governmental authority to seek enforcement measures.

15. Mailboxes. The original mailboxes and posts for the lots will be supplied and installed by Developer. Wherever possible, one post with multiple mailboxes will be used for adjoining lot owners. Maintenance and replacement of the mailboxes, if needed, will be the responsibility of the lot owner. If a mailbox or post needs to be replaced, the new mailbox or post shall be of the same style, color and quality as the original mailbox.

16. Nuisances. No noxious or offensive trade or activities shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

17. Pets and Animals. No more than three (3) common household pets may be maintained on any lot without the prior written consent of the Association, which consent, if given, may be revoked at any time by the Association. No exotic, savage or dangerous animal shall be kept on the property, and no animal may be kept or bred for commercial purposes. Common household pets permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the Board of Directors from time to time, and must at all times be kept under care and restraint so as not to be obnoxious on account of noise, odor or unsanitary conditions. No animal shall be permitted to run loose upon the common areas, nor upon any lot except the lot owned by the owner of such animal, and the owner of each pet shall be responsible for cleaning up after it.

Each pet owner is responsible for complying with applicable municipal ordinances and state laws regulating pets, including so-called "leash laws". Any lot owner who believes that a pet owner is violating applicable ordinances or laws may contact the appropriate governmental authority to seek enforcement measures.

18. Automobiles. Not more than two vehicles shall be parked outside an enclosed garage on a regular basis without approval of the Architectural Control Committee. No automobiles or other vehicles that are not in operating condition are to be kept outside of an enclosed garage at any time. No commercial vehicles or trucks larger than a traditional passenger style van of 20 feet in length shall be parked or stored on or about the property, with the exception of trucks or vehicles making deliveries or pick-ups within the normal course of business. No vehicles shall be parked on or along the roadways, except in the event of occasional or unusual circumstances, such as parties or receptions that generate the need for off-site parking. No vehicles shall be parked in the yard area of any lot or private park.

19. Boats or Recreational Vehicles. No boat or recreational vehicle shall be permanently stored on the lot, except in an enclosed garage. Boats and recreational vehicles

may be kept on the property for a period not exceeding 72 hours for preparation for use. No snowmobile, all-terrain vehicle or other motorized recreational vehicle shall be operated on the property.

20. Trash Containers and Pick Up. All trash shall be placed in containers approved by the Architectural Control Committee and kept inside the garage or other fully enclosed area except for short periods of time reasonably necessary to permit collection. The Developer or the Association may, from time to time, designate one waste hauler to provide trash removal services to all lots. The waste hauler may separately invoice each lot owner for that service. The Developer or the Association may enter into agreements with the waste hauler under which the waste hauler provides rebates, from fees received, directly to the Developer or the Association to offset the cost of managing the Association or funding common areas maintenance or improvements.

21. Cul-de-sac or Landscape Area Irrigation. Irrigation for the landscaping on the island cul-de-sacs or other landscape areas may be, at Developer's discretion, connected to the underground irrigation system of a lot located near the landscape area. It is the responsibility and the requirement of the lot owner to irrigate the landscaping located in the island cul-de-sac or landscape area. The lot owner is required to water the vegetation on a regular basis to provide for green grass and healthy plant/tree growth. The lot owner needs to water the vegetation during the months of June through September. The lot owner will also be responsible to have the irrigation system properly drained when the weather requires it. The Association will be responsible for the repairs and maintenance of the irrigation lines and heads located in the island or landscape areas. The Association is responsible to the lot owner for the repair of any damage to his yard area due to the repair and maintenance of the irrigation system under the street, in the island or landscape area.

The Association will pay one hundred fifty dollars ($150.00) to the lot owner at the end of the year to cover the cost of the water and draining the irrigation lines for the island or landscape area. The Association will review the annual payment amount every year to insure that a fair and equitable payment is made to cover the cost of the water.

22. Firearms and Weapons. No lot owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest or member of the lot owner's family of any firearms or other dangerous weapons, fireworks, projectiles or devices anywhere on or about the property, consistent with applicable township ordinances and state law.

23. Signs. No signs or other advertising devices (other than one professionally made for sale sign or political election sign, or a sign of substantially the same quality and appearance, which is not larger than 4 square feet in size), shall be displayed from any residence or on any lot or private parks that are visible from the exterior of the lot or from the common areas without written permission from the Association or its managing agent.

24. Well Prohibition. The entire development is being supplied with municipal water and sewer so that well use is not required. No individual wells or irrigation wells are permitted in the Lincoln Pines Subdivision.

25. Violations. If there is a question as to whether there is a violation of any of these specific covenants, it shall be submitted to the Board of Directors of the Association, which shall conduct an investigation. Written notice shall be given to the lot owner with the opportunity for a hearing before the Board. If the lot owner is found to have violated the restrictions, the Board's

determination shall state what corrective action needs to be taken and state a punctual but reasonable time period to comply with the determination. If the lot owner refuses to correct the violation, the Board may suspend the voting rights and rights to use of the recreational facilities pursuant to the Bylaws of the Association and/or it shall be lawful for the Association or any lot owner to prosecute any proceedings at law or in equity to prevent the violation or to recover damages for such violation.

26. Permitted Variance. The Developer or the Architectural Control Committee may, upon a showing of practical difficulty or other good cause, grant variances from the requirements of these Restrictions, but only to the extent and in such a manner as do not violate the spirit and intent of the requirements; however, the Developer or the Architectural Control Committee may not grant variances as to the requirements that are mandated by the township or Ottawa County.

27. Rules of Conduct. Additional rules and regulations consistent with these Restrictions may be promulgated and amended by the Board. Copies of such rules and regulations must be furnished by the Board to each lot owner at least 10 days prior to their effective date and may be revoked at any time by the affirmative vote of sixty-six percent (66%) or more of all lot owners.

B. LINCOLN PINES PROPERTY OWNERS' ASSOCIATION

1. Organization. The Developer has created the Lincoln Pines Property Owners' Association, a Michigan non-profit corporation (the “Association”), for the purpose of the management, maintenance, operation and administration of the common areas and the other purposes set forth in these Restrictions.

2. Compliance. All owners of the lots in said Lincoln Pines Subdivision and all owners of units in Lincoln Pines Condominiums are hereby obligated to become and remain members of the Lincoln Pines Property Owners Association and to pay annual dues to the Association in accordance with these Restrictions and with the Articles and Bylaws of said Association for the cost of the maintenance of the property known as the private parks, the entry areas and any other property under the control of the Association. This shall be the personal obligation of the owners and shall constitute a lien on the lot or unit owned or being purchased. The obligations may be enforced in any manner permitted by law and specifically including foreclosure of the lien the same as if the lien were a mortgage on the property affected. The obligation may be enforced by the Developer, any owner of a lot in Lincoln Pines Subdivision, any owner of a unit in Lincoln Pines Condominiums, or by the Property Owners Association. Signature Land Development Corporation, Eastbrook Homes, Inc., Michael McGraw Homes, or any of their assigns, shall not be obligated to pay dues on any lots or units except a fully completed model sales home.

3. Board of Directors. The business, property and affairs of the Association shall be managed and administered by a board of directors as detailed in the Articles of Incorporation and Bylaws of the Association. During the development and sales periods, the Developer has the right to appoint the members of the board of directors. After approximately ninety percent (90%) of all lots and units that may be created have been sold and closed by the Developer, or sooner at Developer's discretion, the board of directors shall be elected by the owners as set forth in the Articles and Bylaws of the Association.

4. Advisory Committee. Prior to the first full election of the Board of Directors by the owners, the Developer may appoint or hold elections for various advisory committees or boards to assist with the administration of the Association. After election of the first board of directors by the owners, the Board of Directors will be in charge of appointing the various advisory committees to assist with the administration of the Association.

C. PRIVATE PARKS

1. The land described on Exhibit A-1 through A-4 have been dedicated as Private Parks within the recorded plat for Lincoln Pines Subdivision, Phase 1.

2. The private parks are protected from all forms of development except as approved by the Charter Township of Grand Haven and shown on the recorded plat for Lincoln Pines Subdivision.

3. The private parks shall not be changed to another use without the consent of the Charter Township of Grand Haven.

4. The areas designated as private parks shall be used as open natural areas with some short path areas.

5. The designated private parks shall be maintained by the Association, whose members shall have an ownership interest in the private parks.

6. The private parks shall generally be left in their natural condition; however, it shall be the responsibility of the Association to maintain any paths which are in need of maintenance. Also the Association shall not allow the private park areas to become unsightly or a nuisance.

7. The maintenance of the private parks may be undertaken by the Township in the event that the private parks are inadequately maintained or becomes a nuisance. Any costs incurred by the Township for such maintenance shall be assessed against the Association and/or the property owners.

D. RESERVED RIGHTS OF DEVELOPER

1. Sales Effort. The Developer (or any residential builder to whom the Developer has assigned such rights) shall have the right to maintain a model unit, sales office, advertising signs and flags, storage areas and reasonable parking incident to its sales efforts and such access to, from and over the property as may be reasonable to enable development and sale of the entire project. The architectural review requirements shall not apply to the Developer during the development and sales periods, and the Architectural Control Committee shall have no control over the activities of the Developer during the development and sales periods.

2. Rights Reserved by Developer. The Developer reserves access rights over the Lincoln Pines Subdivision as follows:

(a) Common Areas. The Developer reserves the right to construct, improve, pave, replace, reconstruct, extend and use all roadways, walkways, bike paths, parks and common areas located within the Lincoln Pines Subdivision, and to construct, improve, pave, replace and use any new roadways, driveways, walkways, bike paths, parks and common areas that Developer constructs in the future over any property within the Lincoln Pines Subdivision. This includes the right to undertake grading in the course of construction and to operate

construction machinery and equipment within the subdivision for the purposes of constructing, improving, repairing or replacing improvements within the subdivision.

(b) Utility Easements. Developer reserves the right to access, use, grant or assign easements to improve, replace, extend, tap into, reconstruct, enlarge and use all utility lines and mains located within the Lincoln Pines Subdivision and the public water system and the public sanitary sewer system located within the Lincoln Pines Subdivision, and to construct, improve, replace and use any new utility lines and mains that Developer desires to construct at any time in the future over, under, beneath or across any property within the Lincoln Pines Subdivision (the "Utility Easements"). The Utility Easements are intended to include all public and private utilities, including, without limitation, water, sanitary sewer, storm sewer, gas, electric, telephone and cable. Any exercise by the Developer of the foregoing reserved rights shall be subject to the Developer's compliance with applicable municipal statutes and ordinances and State laws. The Utility Easements may provide rights to use utilities as described above for the benefit of any real property designated by the Developer, including without limitation, any lots, the future phases, other real property adjacent to or within the vicinity of the property, and any other real property that Developer owns or may acquire in the future.

(c) Assignment. The Developer may assign its rights, in whole or in part, under this section to third persons, including successor developers, lot owners, municipalities, the Association, utility providers and other persons, without limit.

E. DRAINAGE AND RETENTION AREAS

1. Drainage. Some of the lots in the Lincoln Pines Subdivision are subject to private, unnamed easements for drainage. These unnamed private easements for drainage are for the surface drainage of upland lots within the subdivision. No development, grading or construction is permitted within private easement for drainage. This includes swimming pools, sheds, garages, patios, decks or any other permanent structure or landscaping feature that may interfere with surface drainage. Each lot owner will be responsible for maintaining the drainage system, including natural flow of surface water across his property, whether in an easement or not. Alterations to final grade or excessive irrigation that result in a drainage issue for the owner or neighboring lots will be the sole responsibility of the owner who caused the alteration.

2. Retention Ponds. The Lincoln Pines Subdivision includes retention pond areas for the temporary storage of water during storms, which areas have been approved by the appropriate governmental entities. The purchasers of lots and the Association agree to hold harmless Signature Land Development Corporation, Eastbrook Homes Inc., Michael McGraw Homes, their successors and assigns from and against any and all damages, claims, lawsuits and liabilities and expenses that may arise as a result of personal injury or property damage related to the retention pond areas.

3. Restrictions Pursuant to the Requirements of The Ottawa County Water Resources Commissioner. Floor Opening and Elevation Restrictions: The lowest allowable floor elevations are set at 1’ or more above the high ground water elevation. The lowest allowable opening elevations are set 1’ or more above the 100-year floodplain or hydraulic gradeline of the storm system. These elevations are set to reduce the risk of structural damage and the flooding of residential interiors. A waiver from elevations may be granted by the Ottawa County Water Resources Commissioner following receipt of a certification from a registered professional engineer demonstrating that the proposed elevation does not pose a risk of flooding.

Easements for Surface Drainage: Easements for drainage are for the benefit of upland lots within the subdivision and any construction, development, or grading that occurs within these easements will interfere with the drainage rights of those upland lots. Easements for drainage are for the continuous passage of surface drainage and each lot owner will be responsible for maintaining the surface drainage system across their property. The Ottawa County Water Resources Commissioner's Office does not permit structures in drainage easements. This includes, but is not limited to, swimming pools, sheds, garages, patios, decks, fences or other permanent structures or landscaping features. No dumping of grass clippings, leaves, brush or other refuse is allowed within a drainage easement. These items obstruct drainage, restrict flow and plug culverts. This can lead to higher maintenance costs and cause flooding situations.

Block Grading Plan: The block grading plan attached as exhibits B-1 and B-2 shows the direction of flow for the surface drainage for all lots in the subdivision. 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 or concentrate the flow of surface drainage. No changes will be made in the grading of any lot areas used for drainage which would later affect surface run-off drainage patterns without the prior written consent of the Ottawa County Water Resources Commissioner for all portions of drainage system.

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

Soil Erosion and Sedimentation Control Permits: Each individual lot owner will be responsible for the erosion control measures necessary on each lot to keep loose soil from their construction activities out of the street, catch basins, and off of adjacent property. If any sedimentation in the street, catch basins, or adjacent lots results from construction for a particular site, it is the responsibility of that lot owner to have this cleaned up. This applies to ALL lot owners in the Lincoln Pines Subdivision. A Soil Erosion and Sedimentation Control Permit must be obtained from the Ottawa County Water Resources Commissioner's Office prior to excavation. All conditions set forth by permit shall be met throughout construction activity until permit is allowed to expire

F. ENFORCEMENT OF RESTRICTIONS

1. Remedies of Association. If the Association determines that any lot owner in the subdivision failed to comply with any conditions of the Restrictions, the Association may notify the lot owner by mail advising of the alleged violation. If a dispute or question as to whether a violation of any specific regulation or restriction contained in these Restrictions has occurred, it shall be submitted to the Board of Directors of the Association, which shall conduct a hearing and render a decision in writing, which decision shall be binding upon all owners and other parties having an interest in the project. If the violation is not corrected within a reasonable time period as set by the Board of Directors, the Association can seek enforcement through one or more of the following methods.

(a) Suspension of voting rights pursuant to the Articles and Bylaws of the Association.

(b) Suspension of rights to use recreational facilities.

(c) Fines assessed at levels set by the Board of Directors with late charges added for every month the account is past due.

(d) Property liens may be filed for unpaid annual Association dues, late fees and recording fees. Property liens may also be filed for costs to bring non-compliant exterior site improvements into compliance.

(e) Police enforcement where applicable.

(f) Filing of small claims court action in district court to seek monetary judgments.

(g) Legal prosecution to prevent the violation and to recover damage for such violation.

2. Enforcement by Developer. The subdivision shall at all limes be maintained in a manner consistent with the highest standards of a private residential community, used and occupied for the benefit of the lot owners and all other persons interested in the subdivision. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, replace and landscape in a manner consistent with the maintenance of such standards, the Developer, or any person to whom it may assign this right, may, at its option, elect to maintain, repair and/or replace any common areas or to do any landscaping required by these Restrictions and to charge the cost to the Association as an expense of administration. The Developer shall have the right to enforce these Restrictions throughout the subdivision and sales periods, which right of enforcement shall include (Without limitation) an action to restrain the Association or any lot owner from any prohibited activity.

3. Lot Owner Enforcement. Any aggrieved lot owner will also be entitled to compel enforcement of these Restrictions by action for injunctive relief and/or damages against another lot owner in the subdivision, but not against the Association or the Developer.

4. Remedies on Breach. In addition to the remedies granted by Section E for the collection of assessments, the Association shall have the right, in the event of a violation of the Restrictions on use and occupancy imposed by this section, to enter the lot and to remove or correct the cause of the violation. Such entry will not constitute a trespass, and the lot owner of the lot will reimburse the Association for all costs of the removal or correction. Failure to enforce any of the restrictions contained in this section will not constitute a waiver of the right of the Association to enforce restrictions in the future.

5. Liability. The Lincoln Pines Property Owners' Association and/or the Developer will make reasonable effort to enforce the Restrictions but cannot be held responsible if the enforcement mechanisms do not work. It must be understood that these Restrictions require a certain amount of voluntary compliance, and the Board of Directors and the Association or the Developer cannot oversee or enforce every infraction of these Restrictions.

G. AMENDMENTS BY DEVELOPER

1. Amendments. Developer reserves the right to amend, add to and/or finalize these Restrictions by appropriate recorded instrument up until Developer has sold and closed the final lot in Lincoln Pines Subdivision. Thereafter, these Restrictions may be amended by appropriate recorded written instrument executed and acknowledged by the owners of not less than two-thirds of the lots and units in all of the Lincoln Pines Subdivision.

2. Invalidation. The invalidation of anyone or more of the restrictions provided herein, by judgment or court order, or the amendment of any one or more of the restrictions as hereinabove provided, shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

EXECUTED the day and year first above written.

SIGNATURE LAND DEVELOPMENT CORPORATION

By _____
Michael R. McGraw
Its Vice President

STATE OF MICHIGAN
COUNTY OF KENT

The foregoing instrument was acknowledged before me this _____ day of _____ 2017 by Michael R. McGraw, Vice President of Signature Land Development Corporation, a Michigan corporation, on behalf of said corporation.

_____
Shelly R. Godfrey
Notary Public, Kent County, Michigan
Acting in Kent County, Michigan
My Commission Expires: 04/05/2023

Prepared by and return to:
Kathleen M. Adams
1188 East Paris Ave Ste 100
Grand Rapids MI 49546

EXHIBIT A

CONDOMINIUM BYLAWS

LINCOLN PINES CONDOMINIUMS

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EXHIBIT A

CONDOMINIUM BYLAWS

LINCOLN PINES CONDOMINIUMS

Article 1. ASSOCIATION OF CO-OWNERS

1.1 Organization. Lincoln Pines Condominiums (the "Project" or the "Condominium"), is a residential condominium project located in Grand Haven Township, Ottawa County, Michigan being developed in multiple developmental phases with five (5) Units in the first phase, expanded to a maximum of fifty-three (53) Units pursuant to Article 6 of the Master Deed. Upon the recording of the Master Deed, the management, maintenance, operation and administration of the Project shall be vested in an Association of Co-owners organized as a non-profit corporation under the laws of the State of Michigan. The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Co-owners, prospective purchasers, mortgagees and prospective mortgagees of Units in the Project.

1.2 Compliance. All present and future Co-owners, mortgagees, lessees or other persons who may use the facilities of the Condominium in any manner shall be subject to and comply with the provisions of Act No. 59, P.A. 1978, as amended, the Master Deed and any amendments, the Condominium Bylaws, and the Articles of Incorporation, Association Bylaws, and other Condominium Documents which pertain to the use and operation of the Project. The acceptance of a deed of conveyance, the entering into of a lease or the act of occupying a Unit in the Project shall constitute an acceptance of the terms of the Condominium Documents and an agreement to comply with their provisions.

Article 2. MEMBERSHIP AND VOTING

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

2.2 Voting Rights. Each Co-owner will be entitled to one vote for each Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages assigned to the Unit or Units owned, when voting by value. Voting shall be by number, except in those instances where voting is specifically required in the Master Deed or Bylaws to be by number and value, and no cumulation of votes shall be permitted.

2.3 Eligibility to Vote. No Co-owner, other than the Developer, will be entitled to vote at any meeting of the Association until the Co-owner has presented written evidence of ownership of a Unit in the Project, nor shall the Co-owner be entitled to vote (except for elections pursuant to Section 3.4) prior to the Initial Meeting of Members. The Developer shall

be permitted to vote each Unit owned by the Developer, irrespective of whether the Developer has made any payments relating to the expenses of the administration of the Project.

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

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

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

Article 3. MEETINGS AND QUORUM

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

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

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

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

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

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

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

Article 4. ADMINISTRATION

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

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

(a) Care, upkeep and maintenance of the Common Elements;

(b) Development of an annual budget, and the determination, levy and collection of assessments required for the operation and affairs of the Project;

(c) Employment and dismissal of contractors and personnel as necessary for the efficient management and operation of the Project;

(d) Adoption and amendment of rules and regulations, consistent with these Bylaws, governing the use of the Project;

(e) Opening bank accounts, borrowing money and issuing evidences of indebtedness in furtherance of the purposes of the Association, and designating signatories required for such purpose;

(f) Obtaining insurance for the Common Elements, the premiums of which shall be an expense of administration;

(g) Granting licenses for the use of the Common Elements for purposes not inconsistent with the provisions of the Act or of the Project;

(h) Authorizing the execution of contracts, deeds of conveyance, easements and rights-of-way affecting any real or personal property of the Condominium on behalf of the Co-owners;

(i) Making repairs, additions and improvements to, or alterations of, the Common Elements, and repairs to and restoration of the Common Elements after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

(j) Asserting, defending or settling claims on behalf of all Co-owners in connection with the Common Elements of the Project and, upon written notice to all Co-owners, instituting actions on behalf of and against the Co-owners in the name of the Association;

(k) Fostering a sense of community among residents within the Project in any ways the Board deems appropriate, including the organizing and financing of social events; and

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

The Board has complete discretion to select the vendors, contractors, and other service personnel to operate and manage the Project. No Co-owner shall have the right to challenge or otherwise dispute any decision of the Board, whose decisions shall be binding on all Co-owners.

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

4.4 Maintenance and Repair. The responsibility for maintenance and repair of Units and Common Elements is as follows:

(a) All maintenance of and repair to a Unit (other than maintenance and repair of General Common Elements located within a Unit) and to a Limited Common Element which is the responsibility of the Co-owner of a Unit as set forth in the Master Deed,

shall be made by the Co-owner of the Unit. To the extent a Co-owner defaults in the Co-owner's responsibilities under this Section, the Association may undertake responsibilities on behalf of the Co-owner, in accordance with the provisions of Section 4.3(d) of the Master Deed. Any Co-owner who desires to make structural modifications to a Unit or Limited Common Element must first obtain the written consent of the Association and shall be responsible for all damages to the Common Elements resulting from such repairs.

(b) All maintenance of, repair to and replacement for the General Common Elements, whether located inside or outside the Units, and to Limited Common Elements to the extent required by the Master Deed, shall be made by the Association and shall be charged to all the Co-owners as a common expense unless necessitated by the negligence, misuse or neglect of a particular Co-owner, in which case the expense shall be charged to the Co-owner individually. The Association or its agent shall have access to each Unit from time to time during reasonable hours, upon notice to the occupant, for the purpose of maintenance, repair or replacement of any of the Common Elements which are the responsibility of the Association located within or accessible only from a Unit. The Association or its agents shall also have access to each Unit at all times without notice for making emergency repairs necessary to prevent damage to other Units and/or to the Common Elements.

4.5 Reserve Fund. The Association shall maintain a reserve fund, to be used for major repairs and replacement of the Common Elements, as provided by Section 105 of the Act. The fund shall be established in the minimum amount required on or before the Transitional Control Date, and shall, to the extent possible, be maintained at a level which is equal to or greater than 10% of the then current annual budget of the Association on a noncumulative basis. The minimum reserve standard required by this Article may prove to be inadequate, and the Board should carefully analyze the Project from time to time in order to determine if a greater amount should be set aside or if additional reserve funds shall be established for other purposes.

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

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

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

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

In addition, to the extent that the Developer is made a party to any litigation or other proceedings brought by or against the Association, the Association shall indemnify the Developer and hold the Developer harmless against all loss, costs, claims, and damages arising out of that proceeding; however, the foregoing indemnification of the Developer shall not apply in the event that a court of competent jurisdiction determines that the Developer had committed willful or wonton misconduct or gross negligence in connection with the matter for which indemnification is sought. The Association's defense of the Developer shall occur using legal counsel selected by the Developer, at the sole cost and expense of the Association. Notwithstanding anything in Section 12.4 of these Bylaws, or in Article 9 of the Master Deed to the contrary, the provisions of this Section shall not be amended without the prior written consent of the Developer.

Article 5. ASSESSMENTS

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

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

(a) Initial Budget. The Board of the Association shall establish an initial budget in advance for each fiscal year, which budget will project all expenses for the coming year that may be required for the proper operation, management and maintenance of the Condominium Project, including a

reasonable allowance for contingencies and reserves. The annual assessment to be levied against each Unit in the Project shall then be determined on the basis of the budget. Copies of the budget will be delivered to each Owner, although the failure to deliver such a copy to each Owner will not affect or in any way diminish the liability of a Co-owner for any existing or future assessment.

(b) Budget Adjustments. Should the Board determine at any time, in its sole discretion, that the initial assessments levied are insufficient: (1) to pay the costs of operation and maintenance of the Common Elements; (2) to provide for the replacement of existing Common Elements; (3) to provide for additions to the Common Elements not exceeding the lesser of Ten Thousand Dollars ($10,000.00) or One Hundred Dollars ($100.00) per Unit annually; or (4) to respond to an emergency or unforeseen development; the Board is authorized to increase the initial assessment or to levy such additional assessments as it deems to be necessary for such purpose(s). The discretionary authority of the Board to levy additional assessments will rest solely with the Board for the benefit of the Association and its members, and may not be attached by or subject to specific performance by any creditors of the Association.

(c) Special Assessments. Special assessments, in excess of those permitted by subsections (a) and (b), may be made by the Board from time to time with the approval of the Co-owners as provided in this subsection to meet other needs or requirements of the Association, including but not limited to: (1) assessments for additions to the Common Elements costing more than the lesser of Ten Thousand Dollars ($10,000.00) or One Hundred Dollars ($100.00) per Unit in any year; (2) assessments to purchase a Unit upon foreclosure of the lien described in Section 5.5; or (3) assessments for any other appropriate purpose not specifically described. Special assessments referred to in this subsection (but not including those assessments referred to in subsections (a) and (b), which will be levied in the sole discretion of the Board) will not be levied without the prior approval of 67% or more of all Co-owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

5.3 Apportionment of Assessments. All assessments levied against the Unit Owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the Percentage of Value allocated to each Unit in the Master Deed and any other assessment provisions in the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Unless the Board shall elect some other periodic payment schedule, annual assessments will be payable by Co-owners in twelve (12) equal monthly installments, commencing with the acceptance of a deed to, or a land contract vendee's interest in a Unit, or with the acquisition of title to a Unit by any other means. The payment of an assessment will be in default if the assessment, or any part, is not received by the Association in full on or before the due date for such payment established by rule or regulation of the Association.

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

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

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

(b) Sale of Unit. Upon the sale or conveyance of a Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the purchaser in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A purchaser or grantee may request a written statement from the Association as to the amount of unpaid assessments levied against the Unit being sold or conveyed. The purchaser or grantee shall not be liable for, and the Unit sold or conveyed shall not be subject to a lien for any

unpaid assessments in excess of, the amount stated in a written response from the Association. Unless the purchaser or grantee requests a written statement from the Association at least 5 days before sale as provided in the Act, however, the purchaser or grantee shall be liable for any unpaid assessments against the Unit together with interest, late charges, fines, costs and attorney fees.

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

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

5.6 Assessments of Lincoln Pines Property Owner's Association. In addition to the assessments described in this Article 5, each Co-owner is responsible for assessments levied by the Hathaway Lakes Property Owner's Association.

5.7 Financial Responsibility of the Developer. The Developer shall not be responsible for payment of either general or special assessments levied by the Association at any time, except that the Developer shall be responsible for general assessments with regard to any Unit used by the Developer as a model unit for sales purposes during the Development and Sales Period.

(a) Pre-Turnover Expenses. Prior to the Transitional Control Date, it will be the Developer's responsibility to keep the books balanced. The Developer may, at its option, fund any deficit in operating expenses prior to the Transitional Control Date by lending all or a portion of the deficit to the Association, with the Association being responsible for repaying the loan plus interest, to the extent of available funds, prior to the Transitional Control Date. At the time of the Transitional Control Date, the Developer shall be liable for the funding of any deficit of the Association which was in existence as of the Transitional Control Date.

(b) Post-Turnover Expenses. After the Transitional Control Date has occurred, the Developer shall have no responsibility for any general or special

assessments, except with regard to any Units used by the Developer as a model unit, as noted in the introductory section to this Section 5.6.

(c) Exemption from Certain Expenses. Under no circumstances shall the Developer be responsible for any portion of any general or special assessments levied for deferred maintenance, for reserves, for capital improvements, or additions, or for financing litigation or potential litigation, or other claims against the Developer.

Article 6. TAXES, INSURANCE AND REPAIR

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

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

(a) Co-owner Responsibilities. Each Co-owner will be responsible for obtaining casualty insurance coverage at the Co-owner's expense with respect to the improvements within the Co-owner's Unit, and for the Limited Common Elements appurtenant to the Co-owner's Unit. It shall also be each Co-owner's responsibility to obtain insurance coverage for the Co-owner's personal property located within the Co-owner's Unit or elsewhere on the Condominium, for personal liability for occurrences within the Co-owner's Unit or on the Limited Common Elements appurtenant to the Co-owner's Unit, and for alternative living

expenses in the event of fire or other casualty causing temporary loss of the Co-owner's Unit. The Association and all Co-owners shall use reasonable efforts to see that all insurance carried by the Association or any Co-owner shall contains provisions waiving the right of subrogation as to any claims against any Co-owner or the Association.

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

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

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

(e) Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages, costs and judgments, including reasonable attorney fees, which any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within an 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.

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

6.3 Reconstruction and Repair. The following provisions will control, if any part of the Condominium Property is damaged or destroyed:

(a) General Common Elements. If the damaged property is a General Common Element, the damaged property shall be repaired or rebuilt promptly unless 80% or more of the Co-owners and the institutional holders of

mortgages on any Unit in the Project agree to the contrary; however, all roadways and other infrastructure depicted on the Condominium Subdivision Plan.

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

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

(d) Procedure and Timing. Immediately after the occurrence of a casualty causing damage which is to be reconstructed or repaired by the Association, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to cover the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair the funds for the payment of such costs by the Association are insufficient, assessments shall be levied against all Co-owners in sufficient amounts to provide funds to pay the estimated or actual costs of reconstruction or repair.

(e) Withdrawal from the Condominium. If a decision to reconstruct is not made in the manner provided by subparagraphs (a) and (b) of Section 6.3, provision for the withdrawal of the damaged property from the Project and the provisions of the Act may be made by the affirmative vote of not fewer than eighty percent (80%) of the Co-owners voting at a meeting called for the specific purpose. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any, or within ninety (90) days after the casualty happens, whichever first occurs. If any Unit or portion of a Unit is withdrawn, the percentage of ownership in the Common Elements appurtenant to the withdrawn property shall be reallocated among the remaining Units not withdrawn on the basis of the relative percentages of ownership in the Common Elements appurtenant to each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of ownership in the Common Elements appurtenant to the Unit shall be reduced accordingly, upon the basis of the diminution in market value of such Unit, as determined by the Board.

(f) Allocation of Proceeds. In the event of the withdrawal of a Unit, a Common Element or a portion of either, any insurance proceeds received by the Association shall be allocated among the withdrawn Units and/or Common Elements on the basis of the square footage withdrawn or such other equitable basis as the Board may determine. As compensation for such withdrawals: (1) any insurance proceeds allocated to withdrawn Units or portions of Units shall be applied in payment to the Owners of such Units in proportion to their relative percentages of ownership in the Common Elements appurtenant to such withdrawn Units, or portions of them; (2) any insurance proceeds allocated to withdrawn portions of the Limited Common Elements shall be applied in payment to the Unit Co-owners entitled to their use in proportion to their relative percentages of ownership in the Common Elements appurtenant to the Units saved by such Limited Common Elements; and (3) any insurance proceeds allocated to withdrawn portions of the General Common Elements shall be applied in payment to all Unit Co-owners in proportion to their relative percentages of ownership in the Common Elements. Upon the withdrawal of any Unit or portion of a Unit, the Co-owner shall be relieved of further responsibility or liability for the payment of any assessments, 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.

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

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

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

(c) Amendment to Master Deed. In the event the Project continues after the taking by eminent domain, the remaining portion of the Project shall be resurveyed and the Master Deed amended accordingly, subject to the provisions of Section 9.1 of the Master Deed. If any Unit shall have been taken, Article 5 of the Master Deed shall also be amended to reflect the taking and to proportionately readjust the Percentages of Value of the remaining Co-owners based upon the continuing total value of the Condominium of 100%. The amendment may be completed by an officer of the Association duly authorized by the Board without the necessity of execution or specific approval by any Co-owner.

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

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

Article 7. USE AND OCCUPANCY RESTRICTIONS

7.1 Residential Use. Units shall be used exclusively for residential occupancy, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a single-family residence or purposes incidental to residential use. Home occupations conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence, which do not generate unreasonable traffic by members of the general public and do not change the residential character of the Unit or neighborhood, are permitted as incidental to primary residential use. The foregoing use restrictions shall not, however, be construed in such a manner as to prohibit a Co-owner from (a) maintaining the Co-owner's personal or professional library; (b) keeping the Co-owner's personal business or professional records and accounts; or (c) handling the Co-owner's personal or business telephone calls or correspondence.

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

7.3 Use and Occupancy Restrictions. In addition to the general requirements of Sections 7.1 and 7.2, the use of the Project and its Common Elements by any Co-owner shall be subject to the following specific restrictions:

(a) Exterior Changes. No Co-owner shall make any additions, alterations, or modifications to any of the Common Elements, nor make any changes to the exterior appearance or structural elements of the Unit without the prior written approval of the Association. The Association shall not approve any alterations or structural modifications which would jeopardize or impair the soundness, safety, or appearance of the Project. Any Co-owner may make non-structural alterations, additions, or improvements within the Co-owner's Unit

without the prior approval of the Board, but the Co-owner shall be responsible for any damage to other Units, the Common Elements, or the Property, resulting from such alterations, additions or improvements.

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

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

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

(e) Signs. No signs or other advertising devices (other than one professionally made unlit sign, or a sign of substantially the same quality and appearance, advertising a Unit for sale, which is not larger than 4 square feet in size), shall be displayed on any Unit or Common Element which are visible from the exterior of the Unit or from the Common Elements without written permission from the Association or its managing agent.

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

(g) Firearms and Weapons. No 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, illegal fireworks or other dangerous weapons, projectiles or devices anywhere on or about the Property.

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

The Association may charge a Co-owner maintaining animals a reasonable supplemental assessment if the Association determines that such an assessment is necessary to defray additional maintenance costs to the Association of accommodating animals within the Condominium. The Association may also, without liability to the owner of the pet, remove or cause any animal to be removed from the Condominium which it determines to be in violation of the restrictions imposed by this Article. Any person who causes or permits any animal to be brought to or kept on the Condominium Property shall indemnify and hold the Association harmless from any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium Property.

Each pet owner is responsible for complying with applicable municipal ordinances and state laws regulating pets, including so-called "leash laws." Any Co-owner who believes a pet owner is violating applicable ordinances or laws may contact the appropriate governmental authority to seek enforcement measures.

(i) Recreational Vehicles. No recreational vehicles, boats, or trailers shall be parked or stored anywhere within the Project or in the vicinity of a Unit (other than within a garage with the garage door fully closed) for more than a period of 72 hours without the prior written approval of the Association. No snowmobile, all-terrain vehicle or other motorized recreational vehicle shall be operated on the Property. No maintenance or repair shall be performed on any boat or recreational vehicle except within a garage or residence where totally isolated from public view.

(j) Automobiles. No more than two (2) automobiles or other vehicles customarily used for transportation purposes shall be kept outside a closed garage

on a daily basis, except with the prior written approval of the Association, which shall not be unreasonably withheld; provided, that no automobiles or other vehicles which are not in operating condition shall be permitted at any time. No commercial vehicles or trucks larger than a traditional passenger style van of 20 feet in length shall be parked in or about the Condominium, except for trucks or vehicles making deliveries or pick-ups in the normal course of business.

(k) Occupancy Limitations. No more than five (5) persons shall permanently occupy or reside in any Unit without the express prior written approval of the Association. In the event that a violation of this restriction by a family in occupancy of a Unit results from the birth or adoption of a child, or the marriage or re-marriage of a family member, this restriction shall be suspended as to such family for a period of one (1) year to provide such family a reasonable time in which to cure such violation or otherwise dispose of the Unit.

(l) Satellite Dishes. A Co-owner may install a satellite dish on the Co-owner's Unit, subject to reasonable prior written approval by the Association as to size, location, color and screening. To the extent required by applicable federal law, the Association's regulations shall not unreasonably impair a Co-owner's installation, maintenance, or use of the satellite dish.

(m) Trash Containers and Pick Up. All trash shall be placed in containers approved by the Association and kept inside the garage or other fully enclosed area except for short periods of time reasonably necessary to permit collection. The Developer or the Association may, from time to time, designate one waste hauler to provide trash removal services to all Units; alternatively, the Association may contract with the waste hauler on behalf of all Co-owners, and the cost of trash removal shall be included in the monthly condominium assessments. The waste hauler may separately invoice each Co-owner for that service. The Developer or the Association may enter into agreements with the waste hauler under which the waste hauler provides rebates, from fees received, directly to the Developer or the Association to offset the cost of managing the Association or funding Common Element maintenance or improvements.

(n) Application of Restrictions. Unless there is an election to arbitrate pursuant to 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 which shall conduct a hearing and render a decision in writing. The decision shall be binding upon all Co-owners and other parties having an interest in the Project.

(o) Use of Common Elements. The General Common Elements shall not be used for the storage of supplies or personal property. No vehicles shall be parked on or along the private roadways other than in designated parking spaces (except in the event of approved parties or receptions generating a need for off-site parking), and Co-owners shall not personally use or obstruct any guest

parking areas which may be located on the Common Elements of the Project without the prior consent of the Association. No Co-owner shall in any way restrict access to any utility line or other area that must be accessible to service the Common Elements or which affects an Association responsibility in any way. In general, no activity shall be carried on nor condition maintained by any Co-owner either in the Co-owner's Unit or upon the Common Elements which despoils the appearance of the Condominium.

7.4 Zoning Compliance. In addition to the restrictions contained in this Article, the use of any Unit must satisfy the requirements of the zoning ordinances of the municipality in which the Project is located in effect at the time of the contemplated use, including the conditions of approval for the planned unit development at which the Project is a part, unless a variance for such use is obtained from the municipality. This section may not be amended without the approval of Grand Haven Charter Township, and this section shall control over any inconsistent provisions of these Bylaws or of the Master Deed for this Project.

7.5 Rules of Conduct. Additional rules and regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of Units and Common Elements, may be promulgated and amended by the Board. Copies of such rules and regulations must be furnished by the Board to each Co-owner at least 10 days prior to their effective date, and may be revoked at any time by the affirmative vote of 67% or more of all Co-owners.

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

7.7 Co-owner Enforcement. An aggrieved Co-owner will also be entitled to compel enforcement of the Condominium Documents by action for injunctive relief and/or damages against another Co-owner in the Project, but not against the Association or the Developer.

7.8 Remedies on Breach. In addition to the remedies granted by these Bylaws for the collection of assessments, the Association shall have the right, in the event of a violation of the restrictions on use and occupancy imposed by this Article, to enter the Unit and to remove or correct the cause of the violation. Such entry will not constitute a trespass, and the Co-owner of the Unit will reimburse the Association for all costs of the removal or correction. Failure to enforce any of the restrictions contained in this Article will not constitute a waiver of the right of the Association to enforce restrictions in the future.

7.9 Reserved Rights of Developer. The restrictions contained in this Article shall not apply to the commercial activities of the Developer during the Development and Sales Period, except the restrictions in Section 7.4. The Developer shall also have the right to maintain a sales office, advertising display signs, storage areas and reasonable parking incident to its sales efforts and such access to, from and over the Property as may be reasonable to enable development and sale of the entire Project.

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

Article 8. MORTGAGES

8.1 Notice to Association. Any Co-owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee (a "Mortgagee"), and the Association will maintain such information. The information relating to Mortgagees will be made available to the Developer or its successors as needed for the purpose of obtaining consent from, or giving notice to Mortgagees concerning actions requiring consent or notice to Mortgagees under the Condominium Documents or the Act.

8.2 Insurance. If requested by any mortgagee, the Association shall notify that mortgagee of the name of each company insuring the Project against fire and other casualty damage.

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

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

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

(c) Past Due Assessments. A Mortgagee which comes into possession of a Unit pursuant to the remedies provided in the mortgage, or by deed (or assignment) in lieu of foreclosure, shall take the Unit free of any claim for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments charged to all Units including the mortgaged Unit).

8.4 Additional Notification. When notice is to be given to a Mortgagee, and upon written request from any of the following entities, the Board shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Condominium.

Article 9. LEASES

9.1 Notice of Lease. A Co-owner, including the Developer, intending to lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to the prospective tenant and, at the same time, shall supply the Association with a copy of the lease form. No Unit shall be leased for a period of less than 90 days without the prior written consent of the Association.

9.2 Terms of Lease. Non Co-owner occupants of a Unit shall comply with all the conditions of the Condominium Documents of the Project, and all lease and rental agreements must require such compliance.

9.3 Remedies of Association. If the Association determines that any occupant other than a Co-owner has failed to comply with any conditions of the Condominium Documents, the Association may take the following action:

(a) Notice. The Association shall notify the Co-owner of the Unit by certified mail advising of the alleged violation by the occupant.

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

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

Elements caused by the Co-owner or occupant in connection with the Unit or the Project.

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

Article 10. TRANSFER OF UNITS

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

10.2 Notice to Association. Whenever a Co-owner shall sell, give, devise or otherwise transfer the Co-owner's Unit, or any interest in the Unit, the Co-owner shall give written notice to the Association within 5 days after consummating the transfer. The notice shall state the name of the new owner and shall provide the date of the transfer. If the Association requests a copy of the document transferring title, the Co-owner shall provide that document promptly.

Article 11. ARBITRATION

11.1 Submission to Arbitration. Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws or other Condominium Documents, and any disputes, claims or grievances arising among or between Co-owners or between Co-owners and the Association may, upon the election and written consent of the parties to the dispute, claim or grievance, and written notice to the Association, be submitted to arbitration. The parties shall accept the arbitrator's decision and/or award as final and binding. The Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time, shall be applicable to all such arbitrations.

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

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

(b) Association's Option. At the exclusive option of the Association of 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.

11.3 Preservation of Rights. Election by any Co-owner or by the Association to submit any dispute, claim or grievance to arbitration shall preclude that party from litigating the dispute, claim or grievance in the courts. Except as provided in this Article, all interested parties shall be entitled to petition the courts to resolve any dispute, claim or grievance in the absence of an election to arbitrate; however, the Association may not file suit against Developer unless at least eighty percent (80%) of the Co-owners have first consented to the filing of the suit.

Article 12. OTHER PROVISIONS

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

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

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

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

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

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

(2) these Condominium Bylaws;

(3) the Articles of Incorporation of the Association;

(4) the Association Bylaws;
(5) the Rules and Regulations of the Association; and

(6) the Disclosure Statement.

MASTER DEED
OF
LINCOLN PINES CONDOMINIUMS
(Pursuant to Act 59, Public Acts of 1978, as amended)

Ottawa County Condominium Subdivision Plan No. _____ containing:

(1) Master Deed establishing Lincoln Pines Condominiums.

(2) Exhibit A to Master Deed: Condominium Bylaws.

(3) Exhibit B to Master Deed: Condominium Subdivision Plan.

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

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

This Document Drafted by:

Kathleen M. Adams
Signature Land Development Corporation
1188 East Paris Ave., Suite 100
Grand Rapids, Michigan 49546

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Exhibit C – Mortgagee's Consent to Submission to Condominium Ownership
Exhibit D – Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act

MASTER DEED
of
LINCOLN PINES CONDOMINIUMS

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

This Master Deed is signed and delivered on the _____ day of _____ 2017, by **SIGNATURE LAND DEVELOPMENT CORPORATION**, a Michigan corporation, with offices at 1188 East Paris Ave., Suite 100, Grand Rapids, Michigan 49546, (the "**Developer**") upon the terms and conditions set forth below.

Article 1. ESTABLISHMENT OF CONDOMINIUM

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

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

1.3 Project Description. The Project is a residential condominium. The five (5) Condominium units which may be developed in the first phase of the Project, including the number, boundaries, dimensions and area of each unit ("**Unit**"), are shown on the Condominium Subdivision Plan. Each of the Units is capable of individual used by reason of having its own entrance from and exit to a common element of the Project.

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

Article 2. LEGAL DESCRIPTION OF THE PROPERTY

2.1 Condominium Property. The land which is being submitted to Condominium ownership in accordance with the provisions of the Act, is described as follows:

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2.2 Beneficial Easements. Easements are hereby created and conveyed to and for the benefit of the Project and the Units located in the Project, and the Project and the Units located in the Project are benefited by and subject to the ingress, egress, utility and other easements described and/or shown on Exhibit B. The Project is also subject to the terms of the following document:

A. Lincoln Pines Subdivision Declaration of Covenants, Restrictions and Conditions dated September 15, 2016, by Signature Land Development Corporation and recorded November 22, 2016 as Instrument No. 2016-0044770, Ottawa County Records, as amended by the Amended and Restated Declaration of Covenants, Restrictions and Conditions dated _____ and recorded _____ in Instrument No. _____, Ottawa County Records.

Article 3. DEFINITIONS

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

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

(b) Administrator. "**Administrator**" means the Office of Policy and Legislative Affairs, of the Michigan Department of Labor and Economic Growth, which is designated to serve as administrator of the Act.

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

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

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

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

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

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

(i) Condominium Subdivision Plan. "**Condominium Subdivision Plan**" or "**Subdivision Plan**" means Exhibit B to this Master Deed, which is the site, survey, floor and other drawings depicting both existing and proposed structures and improvements to be included in the Project.

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

(k) Co-owner. "**Co-owner**" means the person, firm, corporation, partnership, association, trust or other legal entity or any combination of such

entities who or which own a Condominium Unit in the Project, including both the vendee(s) and vendor(s) of any land contract of purchase. The term "**Owner**", wherever used, is synonymous with the term "**Co-owner**".

(l) Declaration. "**Declaration**" means the Lincoln Pines Declaration of Covenants, Restrictions and Conditions described in Section 2.2 of the Master Deed, as such Declaration may be amended from time to time.

(m) Developer. "**Developer**" means Signature Land Development Corporation, a Michigan corporation, which has signed, delivered and recorded this Master Deed, and the successors and assigns of Developer.

(n) Development and Sales Period. "**Development and Sales Period**", for purposes of the Condominium Documents and the rights reserved by the Developer and its successors, shall be deemed to continue for as long as the Developer or its successors continue to own and offer for sale any Unit in the Project which has not been previously conveyed or leased.

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

(p) Homeowners Association. "**Homeowners Association**" means Lincoln Pines Property Owner's Association, a Michigan nonprofit corporation.

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

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

(s) Percentage of Value. "**Percentage of Value**" means the percentage assigned to each Unit by this Master Deed, 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.

(t) Project. "**Project**" or "**Condominium**" means Lincoln Pines Condominiums, a residential condominium development established under the provisions of the Act.

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

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

Article 4. COMMON ELEMENTS

4.1 **General Common Elements.** The General Common Elements are:

(a) **Real Estate.** The Property described in Article 2 of this Master Deed (including easement interests benefiting the Condominium including, but not limited to, interests for ingress, egress and utility installation and other purposes, over, across and through non-Condominium properties), but excluding individual Units in the Project and the real estate designated as Limited Common Elements;

(b) **Exterior Improvements.** The private roadways, parking spaces, lawns, yards, trees, shrubs, and other improvements;

(c) **Electrical.** The street lighting system and the electrical transmission system throughout the common areas of the Project, including those transmission lines contained within common walls, floors and ceilings;

(d) **Gas.** The natural gas line network and distribution system throughout the common areas of the Project, including those distribution lines contained within common walls, floors and ceilings;

(e) **Water.** The underground sprinkling system for the Common Elements, and the water distribution system throughout the common areas of the Project, including those distribution lines contained within common walls, floors and ceilings;

(f) **Sanitary Sewer.** The sanitary sewer system throughout the common areas of the Project, including those service lines contained within common walls, floors and ceilings;

(g) **Storm Drainage.** The storm drainage and/or water retention system throughout the common areas of the Project;

(h) **Telephone.** The telephone wiring system throughout the common areas of the Project, including those transmission lines contained within common walls, floors and ceilings;

(i) **Telecommunications.** The cable television and/or other telecommunications systems installed throughout the common areas of the

Project, including those transmission lines contained within common walls, floors and ceilings;

(j) Building Elements. The foundations, roofs, perimeter walls, and interior walls as shown on Exhibit B (including chimneys), ceilings and floors, entrances and exits of the Project;

(k) Project Entrance Improvements. Any entry signage and other improvements located at or near the entrance to the Project;

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

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

4.2 <u>Limited Common Elements</u>. The Limited Common Elements are:

(a) Utility Service Lines. The pipes, ducts, wiring and conduits supplying service for electricity, gas, water, sewage, telephone, television and/or other utility or telecommunication services located within a Unit and supplying service to that Unit alone;

(b) Patios, Decks, Stoops, and Three Season Porches. The patio, deck, front stoop, and/or three season porch ("Michigan room") attached to each Unit in the Project;

(c) Delivery Boxes. The mail and/or newspaper box located on a Unit or permitted by the Association on the General Common Elements to serve the Unit;

(d) Heating and Cooling Appliances. The fireplace combustion chamber and flue, and the separate furnace, water heater, air conditioner and/or compressor located within or adjacent to a Unit and serving that Unit exclusively;

(e) Windows, Sliders, Doors and Screens. The windows, sliders, doors and/or screens located within or adjacent to any Unit perimeter wall and the automatic garage door opening mechanism;

(f) Garage Interiors. Garage interior spaces, and the interior surfaces of garage walls, ceilings and floors;

(g) Interior Unit Surfaces. The interior surfaces of perimeter walls, doors, ceilings and floors located within a Condominium Unit;

(h) Driveways and Walkways. The portion of any driveway and walkway exclusively serving the residence, located between the Unit and the paved roadway;

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

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

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

(a) Private Roads. All roadways within the Project that are not public roads shall at all times be improved, maintained, repaired and snowplowed by the Association, so as to insure that the road is safe for travel at all times and so that suitable access is provided for emergency vehicles, in addition to meeting the specific standards stated in the Consent Judgment;

(b) Limited Common Elements. Each Co-owner shall be individually responsible for the cleaning, snow removal, maintenance, repair and replacement of all Limited Common Elements appurtenant to the Co-owner's Unit, except that the Association shall be responsible for snow removal from (i) the driveway serving each residence, located between the Unit and the paved roadway, and (ii) the walkway from the driveway to the stoop at the front of each residence. Each Co-owner shall be individually responsible for snow removal from any patio, deck, or stoop;

(c) Unit Improvements and Other Co-owner Responsibilities. If any Unit Owner shall elect to construct or install any improvements to the interior of a Unit or, with the prior written consent of the Association, to the Unit exterior or the Common Elements appurtenant to the Unit which increase the costs of

maintenance, repair or replacement for which the Association is responsible, such increased costs or expenses may, at the option of the Association, be specially assessed against that Unit or Units;

(d) Association Oversight. The appearance and condition of the patios, decks, stoops, three season porches, Unit driveways and walkways shall at all times be subject to the approval of the Association. In the event that the maintenance and cleaning of such Limited Common Elements by the responsible Co-owner does not conform to reasonable aesthetic and maintenance standards established by the Association, the Association will have the right to take such action as may be necessary to bring such Common Elements up to required standards and to charge all costs incurred to the Owner responsible for cleaning, repair and maintenance; and

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

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

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

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

with or impair the rights of other Co-owners in the use and enjoyment of their Units or their appurtenant Common Elements.

Article 5. DESCRIPTION, VALUE AND MODIFICATION OF UNITS

5.1 Description of Units. A complete description of each Unit in the Project, with elevations referenced to an official benchmark of the United States Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in the Subdivision Plan as surveyed by the Project's consulting engineers and surveyors. Each Unit includes all the space contained within certain horizontal planes and vertical planes designated by a heavy outline on the interior finished surface of the walls, floors and ceilings as depicted in the Subdivision Plan and as delineated by detailed dimensional descriptions contained by the outline, less any Common Elements located within the description. In determining dimensions, each Unit will be measured from the interior finished unpainted surfaces of the walls and ceilings and from the interior surfaces of the finished subfloor.

5.2 Percentage of Value. The total percentage value of the Project is 100, and the Percentage of Value assigned to each of the Condominium Units in the Project shall be equal to each other Unit. The determination that Percentages of Value for all such units should be equal was made after reviewing the comparative characteristics of each Unit which would affect maintenance costs and value, and concluding that there are no material differences among them insofar as the allocation of Percentages of Value is concerned. The Percentage of Value assigned to each Unit shall be changed only in the manner permitted by Article 9, expressed in an Amendment to this Master Deed and recorded in the public records of the county in which the Project is located. Notwithstanding the foregoing, the Developer (and the Board following the expiration of the Development and Sales Period) may assess a reasonable surcharge to each free-standing Unit (that is, a Unit that is not attached to another unit) in levying assessments, in accordance with Section 5.3 of the Condominium Bylaws, to account for the greater maintenance expenses with free-standing Units.

5.3 Unit Modification. Subject to the provisions of Section 9.1 of the Master Deed, 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 by the Developer or its successors without the consent of any Co-owner, mortgagee or other interested person; provided, that no Unit which has been sold or which is subject to a binding Purchase Agreement shall be modified without the consent of the Co-owner or Purchaser and the mortgagee of such Unit. The Developer may also, regarding any such modification, readjust Percentages of Value for all Units in a manner which gives reasonable recognition to such changes based upon the method of original determination of Percentages of Value for the Project. All 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 granted a Power of Attorney to the Developer and its successors for such purpose.

Article 6. EXPANDABILITY OF CONDOMINIUM

6.1 Future Development Area. The Project established by this Master Deed consists of five (5) Condominium Units which may, at the election of the Developer, be treated as the

first phase of an expandable condominium under the Act to contain in its entirety a maximum of fifty-three (53) Units. Additional Units, if any, will be established upon all or some portion of the following described land (the "Future Development Area"):

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6.2 Addition of Units. Subject to the provisions of Section 9.1 of the Master Deed, the number of Units in the Project may, at the option of the Developer from time-to-time within a period ending not later than 6 years after the initial recording of the Master Deed, be increased by the addition of all or any portion of the Future Development Area and the establishment of Units on such area. The nature, location, size, types and dimensions of the Units and other improvements to be located within the Future Development Area will be determined by the Developer in its sole discretion.

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

6.4 Amendment(s) to Master Deed. Subject to the provisions of Section 9.1 of the Master Deed, an increase in the size of the Project by the Developer will be given effect by an appropriate amendment or amendments to the Master Deed, which amendment(s) will not require the consent or approval of any Co-owner, mortgagee or other interested person. Such amendment(s) will be prepared by and at the sole discretion of the Developer, and may proportionately adjust the Percentages of Value assigned by Section 5.2 in order to preserve a total value of 100% for the entire Project. The precise determination of the readjustments in Percentages of Value (if any) will be made in the sole judgment of the Developer. Such readjustments, however, will reflect a continuing reasonable relationship among Percentages of Value based upon the original method of determining Percentages of Value for the Project.

6.5 Redefinition of Common Elements. Subject to the provisions of Section 9.1 of the Master Deed, the amendment or amendments to the Master Deed made by the Developer to expand the Condominium may also contain such further definitions and redefinitions of General or Limited Common Elements as the Developer may determine to be necessary or desirable in order to adequately describe, serve and provide access to the additional parcel or parcels being added to the Project. In connection with any 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 intent of this Article, including, but not limited to, to connect roadways in the Project to any roadways that may be located on or planned for the area of future development, and to provide access to any Unit that is located on or planned for the Future Development Area from the roadways located in the Project, and to construct or to connect to any sidewalks or paths in the Project.

6.6 Additional Provisions. Subject to the provisions of Section 9.1 of the Master Deed, the amendment or amendments to the Master Deed made by the Developer to expand the Condominium may also contain such provisions as the Developer may determine necessary or desirable: (i) to make the Project contractible and/or convertible as to portions of the parcel or parcels being added to the Project; (ii) to create easements burdening or benefitting portions of the parcel or parcels being added to the Project; and (iii) to create or change restrictions or other terms and provisions affecting the additional parcel or parcels being added to the Project or affecting the balance of the Project as may be reasonably necessary in the Developer's judgment to enhance the value or desirability of the Units to be located within the additional parcel or parcels being added.

Article 7. CONTRACTABILITY OF CONDOMINIUM

7.1 Limit of Unit Contraction. The Project established by this Master Deed consists of five (5) Units. The project is not contractible.

Article 8. EASEMENTS

8.1 Easements on the Subdivision Plan. The easements shown on the Subdivision Plan shall benefit and burden the Condominium Units and Common Elements as shown on Exhibit B, and shall be maintained by the Association unless otherwise provided in the

Condominium Documents. No construction activity is permitted within the area designated "Conservation Easement" on the Subdivision Plan.

8.2 **Easements for Support, Maintenance and Repair.** Every portion of a Unit which contributes to the structural support of a building not entirely within the Unit shall be burdened with an easement of structural support for the benefit of the Common Elements within the building. In the event that any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to the shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment for so long as the encroachment exists, and for the maintenance of the encroachment after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association (and/or the Developer during the Development and Sale Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible or for which it is permitted to and elects to assume responsibility, 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 the opening or repairing of any building, wall or other improvement to install, repair or maintain utility services shall be an expense of administration assessed against all Co-owners in accordance with the Condominium Bylaws.

8.3 **Easements Reserved by Developer.** The Developer reserves easements over the Project as follows:

(a) **Access Easements.** The Developer reserves the right to grant or retain easements to construct, improve, pave, replace, reconstruct, extend, and use all roadways, drives, walkways, and bike paths located within the Project, and to construct, improve, pave, replace and use any new roadways, driveways, walkways, and bike paths that Developer desires to construct at any time in the future, over any General Common Elements and Units within the Project (the "Access Easements").

(b) **Utility Easements.** Developer reserves the right to grant or retain easements to improve, replace, extend, tap into, reconstruct, enlarge, and use, all utility lines and mains located within the Project, and to construct, improve, replace, and use any new utility lines and mains that Developer desires to construct at any time in the future over, under, beneath or across any General Common Elements and Units within the Project (the "Utility Easements"). The Utility Easements are intended to include all public and private utilities, including, without limitation, water, sanitary sewer, storm sewer, gas, electric, telephone and cable. Any exercise by the Developer of the foregoing reserved rights shall be subject to the Developer's compliance with applicable statutes, ordinances, rules and regulations.

(c) Benefited Property. The Access Easements may provide ingress and egress rights over the Project for the benefit of any real property designated by the Developer, including, without limitation, any Unit, the Future Development Area described in Article 6, other real property adjacent to or within the vicinity of the Project, and any other real property that the Developer owns or may acquire in the future. The Access Easements may provide ingress and egress over the Project between the property or properties benefited and any public roadway, private roadway, driveway, walkway, bike path, utility line, or utility main, wherever located. The Utility Easements may provide rights to use utilities as described above for the benefit of any real property designated by the Developer, including without limitation, any Units, the Future Development Area described in Article 6, other real property adjacent to or within the vicinity of the Property, and any other real property that Developer owns or may acquire in the future.

(d) Perpetual. The Access Easements and the Utility Easements (collectively, the "Developer Easements") are perpetual non-exclusive easements for the benefit of the Developer, its successors and assigns, and any persons or entities designated in writing by the Developer or by its successors and assigns. The Developer Easements may be used or established at any time and from time to time, at the sole election of the Developer.

(e) Additional Access. The Developer also reserves the right of reasonable access over the entire Project to the extent deemed necessary or desirable by the Developer, to make use of and to access the Developer Easements. This includes the right to undertake grading while construction, and to operate construction machinery and equipment within the Project, for the purposes of constructing, improving, repairing, or replacing improvements within the Developer Easements.

(f) Assignment. The Developer may assign its rights, in whole or in part, under this Section to third persons, including successor developers, Unit owners, municipalities, utility providers, and other persons, without limit. The Developer Easements reserved in this Section are intended to be self-executing, in that no additional conveyance documents are required for the Developer to exercise its rights; however, if a third party, such as a utility company or a municipality, by way of example and not limitation, requires that the property owner execute, revise, or amend a separate grant of easement or other document, the Developer is deemed to be the attorney-in-fact for the Association or any Co-owner, and may execute any instrument under this power of attorney on behalf of the Association or the Co-owner. No third party may claim any rights under this Section unless the third party receives a written assignment of rights under this Section from the Developer. The Association has no rights under this Article 8. The Developer has no duty to contribute, or to cause others to contribute, in any way to the Association or to any Co-owner on account of the exercise of the rights

reserved under this Section. The Developer has no duty to exercise any of the rights it has reserved under this Section.

Article 9. AMENDMENT AND TERMINATION

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

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

(a) Non-Material Changes. The amendment may be made without the consent of any Co-owner or mortgagee if the amendment does not materially alter or change the rights of any Co-owner or mortgagee of a Unit in the Project, including, but not limited to: (i) amendments to modify the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements; (ii) amendments correcting survey or other errors in the Condominium Documents; or (iii) amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners, and enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan. Whether an amendment "substantially alters or changes the rights of any Co-owner or mortgagee" shall be determined by the Developer during the Development and Sales Period. The determination of the Developer shall be deemed conclusive and binding.

(b) Material Changes. An amendment may be made, even if it will materially alter or change the rights of the Co-owners and mortgagees, with the consent of not less than two-thirds of the Co-owners and, to the extent required by law, mortgagees; provided, that a Co-owner's Unit dimensions or Limited Common Elements may not be modified without that Co-owner's consent. Rights reserved by the Developer, including by way of example and not limitation, the easements reserved in accordance with the provisions of Article 8, shall not be amended without the written consent of the Developer, whether the proposed amendments are made during the Development and Sales Period or thereafter.

(c) Compliance with Law. Amendments may be made by the Developer without the consent of Co-owners and mortgagees, even if the amendment will materially alter or change the rights of Co-owners and mortgagees, to achieve compliance with the Act or rules, interpretations or orders adopted by

the Administrator or by the Courts pursuant to the Act, or with other federal, state or local laws, ordinances or regulations affecting the Project.

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

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

9.3 <u>Project Termination</u>. If there is a Co-owner other than the Developer, the Project may be terminated only with consent of the Developer and not less than 80% of the Co-owners and mortgagees, in the following manner:

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

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

(c) Association Assets. Upon recordation of a document terminating the Project, any rights the Co-owners may have to the net assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before recordation, except that common profits (if any) shall be distributed in accordance with the Condominium Documents and the Act.

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

9.4 Withdrawal of Property. If the development and construction of all improvements to the Project has not been completed within a period ending 10 years after the date on which construction was commenced, or 6 years after the date on which rights of expansion, contraction or convertibility were exercised, whichever right was last exercised, the Developer shall have the right to withdraw all remaining undeveloped portions of the Project identified as "need not be built" without the consent of any Co-owner, mortgagee or other party in interest. Any undeveloped portions not so withdrawn before the expiration of the time periods, shall remain as General Common Elements of the Project, and all rights to construct Units on such lands shall cease.

9.5 Access and Use of Withdrawn Property. At the option of the Developer, any undeveloped portions of the Project which have been withdrawn under the provisions of Section 9.4 shall be granted easements for access and utility installation over, across and through the remaining Project.

Article 10. ASSIGNMENT OF DEVELOPER RIGHTS

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

Article 11. LIMITATION OF LIABILITY

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

[Signatures appear on following page.]

This Master Deed has been signed by the Developer as of the day and year which appear on page one.

SIGNATURE LAND DEVELOPMENT CORPORATION, a Michigan corporation

By: _____
Michael R. McGraw, Vice President

STATE OF MICHIGAN
COUNTY OF KENT

This document was acknowledged before me the _____ day of _____ 2017, by Michael R. McGraw, the Vice President of Signature Land Development Corporation, a Michigan corporation, on behalf of the corporation.

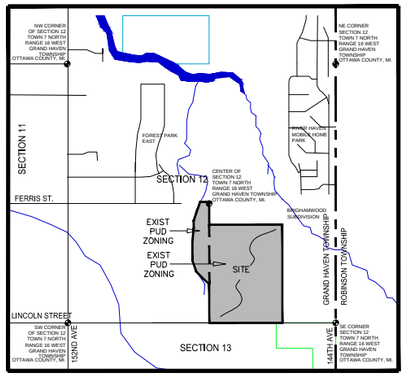
_____
Kathleen M. Adams
Notary Public, Kent County, Michigan
My commission expires: 04/07/2020
Acting in the County of Kent

Draft Condo Documents

N

40' 20' 0' 40' 80'

Scale 1" = 40'



LOCATION MAP **NOT TO SCALE**

GENERAL NOTES:

1. THE DEVELOPMENT WILL BE SERVICED BY A PUBLIC SEWER COLLECTION SYSTEM WHICH SHALL BE DESIGNED IN ACCORDANCE WITH THE GRAND HAVEN TOWNSHIP STANDARDS, O.C.R.C. STANDARD REQUIREMENTS AND MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS.

2. THIS DEVELOPMENT WILL BE SERVICED BY A PUBLIC WATER DISTRIBUTION SYSTEM WHICH SHALL BE DESIGNED IN ACCORDANCE WITH THE GRAND HAVEN TOWNSHIP STANDARDS AND O.C.R.C. STANDARD REQUIREMENTS.

3. THE OTTAWA COUNTY DRAIN COMMISSION SHALL REVIEW AND APPROVE THE FINAL STORM WATER MANAGEMENT DESIGN.

4. ALL ROADS WILL BE PUBLIC AND WILL BE DESIGNED IN ACCORDANCE WITH THE OTTAWA COUNTY ROAD COMMISSION STANDARDS.

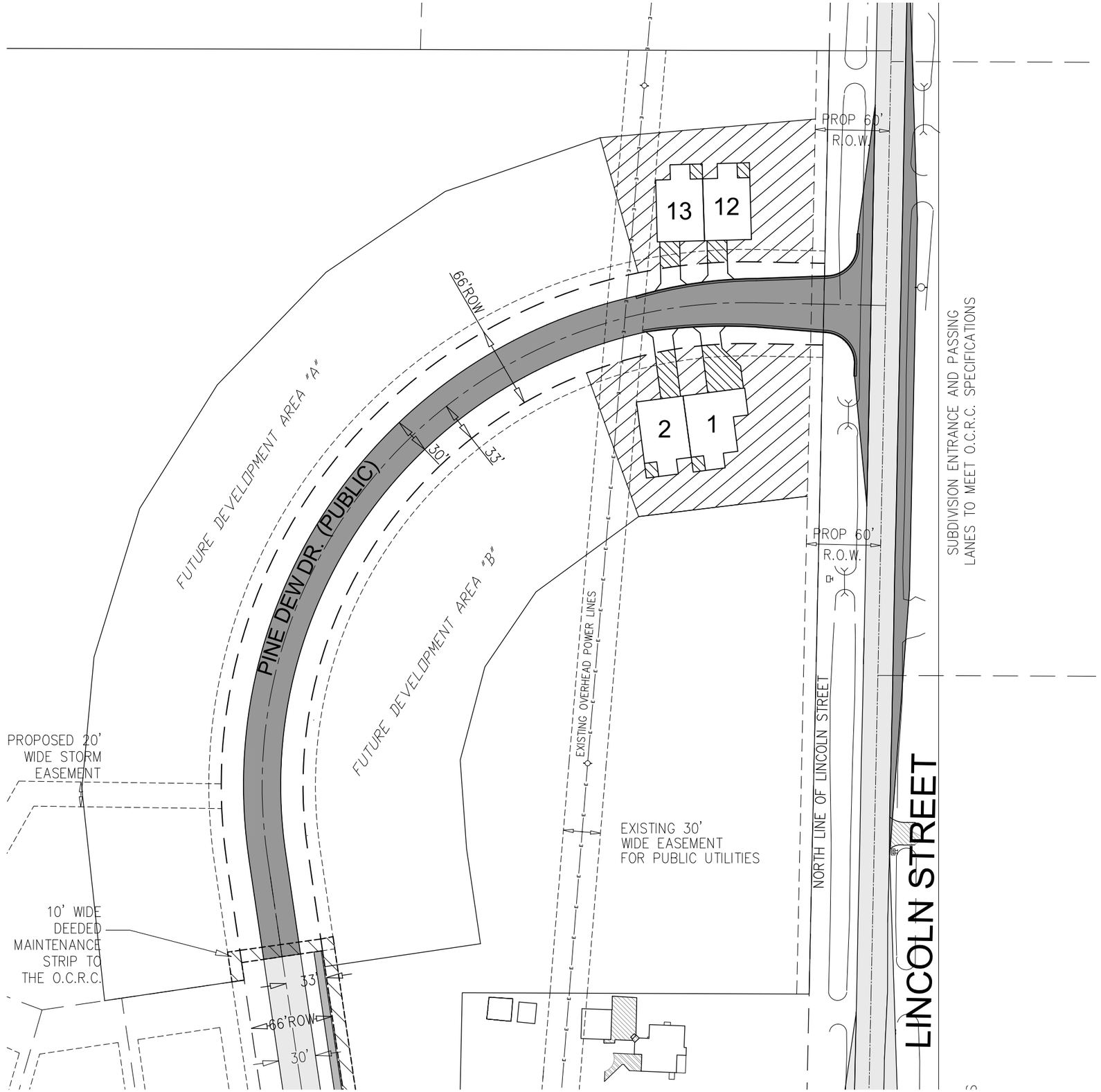
5. INSTALLATION OF SANITARY SEWER AND WATERMAIN TO BE CONSTRUCTED IN ACCORDANCE WITH M.D.E.Q. APPROVAL AND RESTORED MEETING M.D.E.Q. REQUIREMENTS.

6. SITE LIGHTING TO BE PROVIDED BY CONSUMERS ENERGY AND PUBLICLY OPERATED.

LEGEND

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT



HOLLAND ENGINEERING
ENGINEERING | SURVEYING | PLANNING SERVICES

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Holland, Michigan 49423-3766
www.hollandengineering.com
T 616-392-5938 F 616-392-2116

The Surveyor's / Engineer's liability for any and all claims, including but not limited to those arising out of the Surveyor's / Engineer's professional services, negligence, gross negligence, warranties or misrepresentations shall be deemed limited to an amount no greater than the fees actually paid.

EASTBROOK HOMES

Attn: Mr. Michael McGraw
1188 East Paris Ave., S.E.
Grand Rapids Charter Twp., Mi., 49546

LINCOLN PINES SUBDIVISION PHASE 2

Part of the SE 1/4, Section 12, T7N, R16W
Grand Haven Township, Ottawa County, MI

Issued for Review

Date	Description	
10/23/2017	PRELIMINARY REVIEW	A
11/20/2017	UPDATE CONDO LAYOUT	B

Plans are preliminary & incomplete until ISSUED FOR CONSTRUCTION

Project Manager: L. BERKENPAS, P.E.

Vertical Datum: LOCAL | Horz. Datum: LOCAL

Drawn by: STEVE A. MORRIS

Checked by: - | Date: -

HEI Project Number: 17-09-024

Sheet Title: CONDOMINIUM PLAN

Sheet No. 1

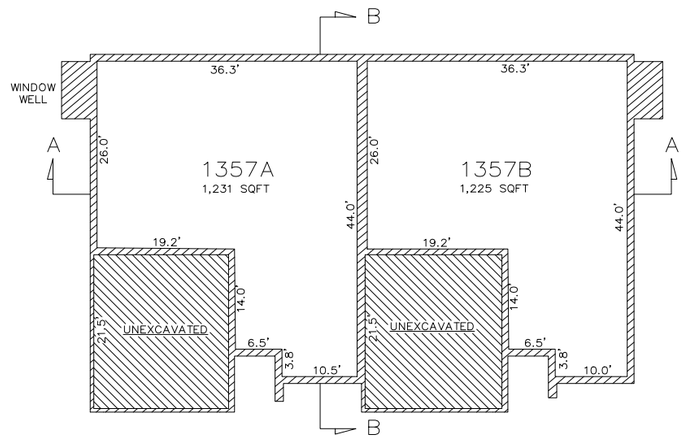
20' 10' 0' 20' 40'

Scale 1" = 10'

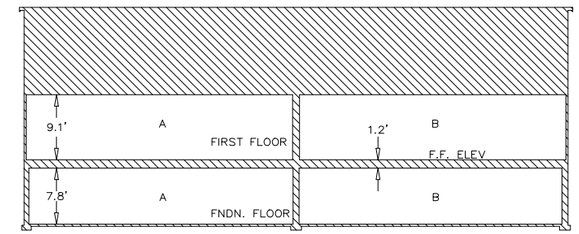
LEGEND

GENERAL COMMON ELEMENT

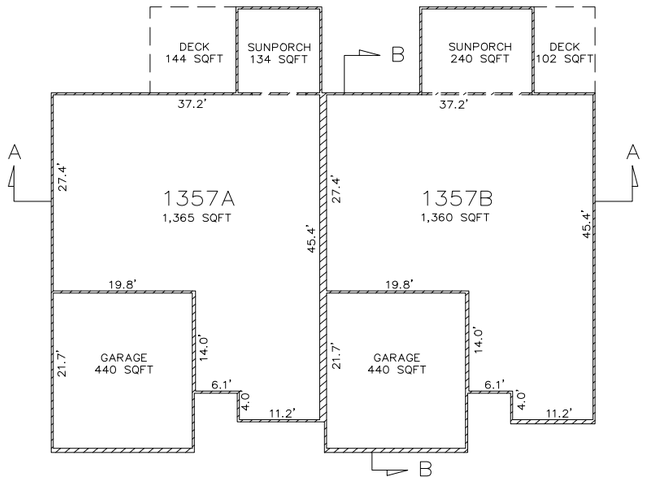
LIMITED COMMON ELEMENT



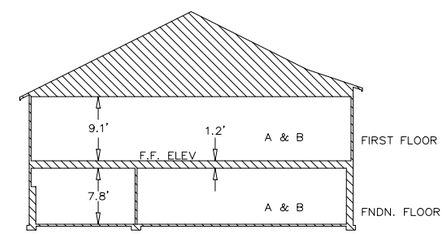
CONDOMINIUM FOUNDATION FLOOR PLAN



CONDOMINIUM SECTION A-A



CONDOMINIUM FIRST FLOOR PLAN



CONDOMINIUM SECTION B-B

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Holland, Michigan 49423-3766
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The Surveyor's / Engineer's liability for any and all claims, including but not limited to those arising out of the Surveyor's / Engineer's professional services, negligence, gross negligence, warranties or misrepresentations shall be deemed limited to an amount no greater than the across fee.

EASTBROOK HOMES

Attn: Mr. Michael McGraw
1188 East Paris Ave., S.E.
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LINCOLN PINES
SUBDIVISION PHASE 2

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Drawn by: STEVE A. MORRIS

Checked by: - | Date: -

HEI Project Number: 17-09-024

Sheet Title: CONDOMINIUM SECTIONS

Sheet No. 2

Sample Condo Architectural Plans and Layouts

Channing

Attached Condo Series

Elevation A *Elevation B*

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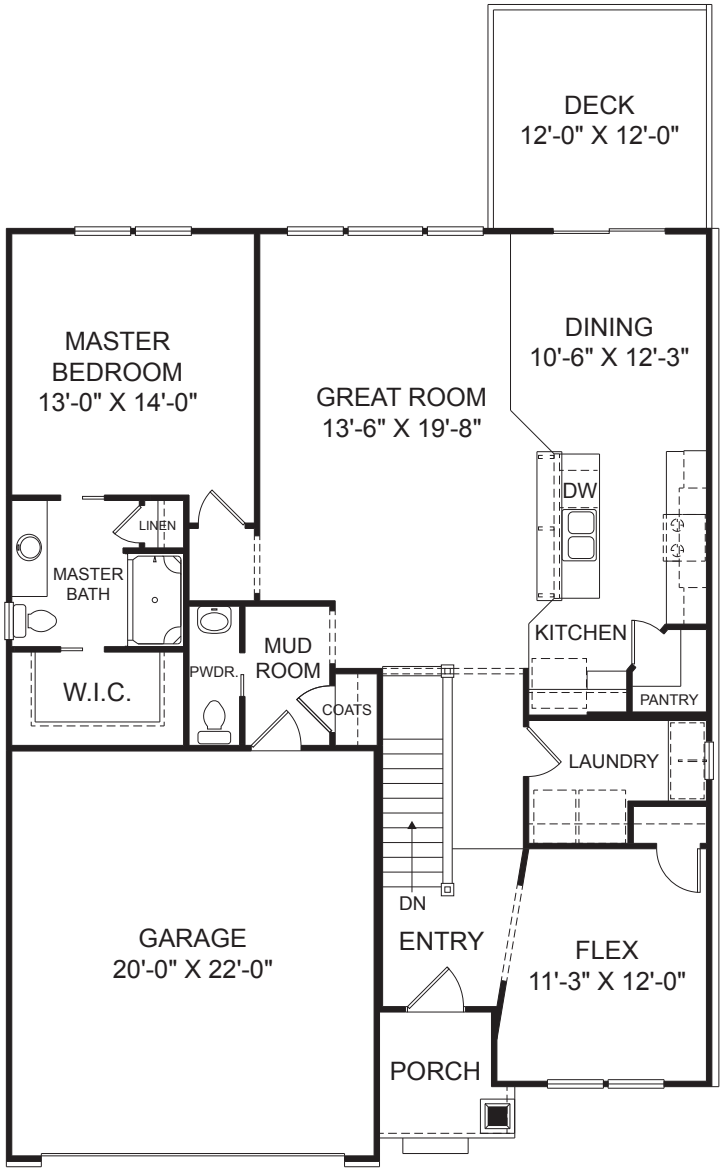
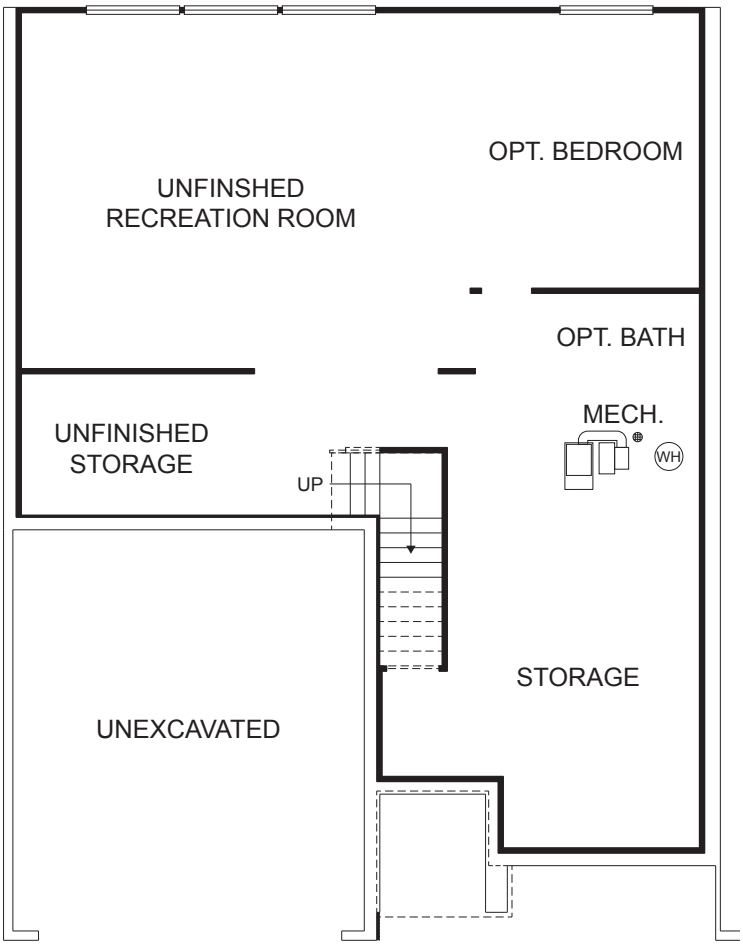
Channing

Attached Condo Series





FIRST FLOOR
9' CEILING HT.
DIMENSIONS
38'W x 50'D
1357 SF TOTAL

LOWER LEVEL

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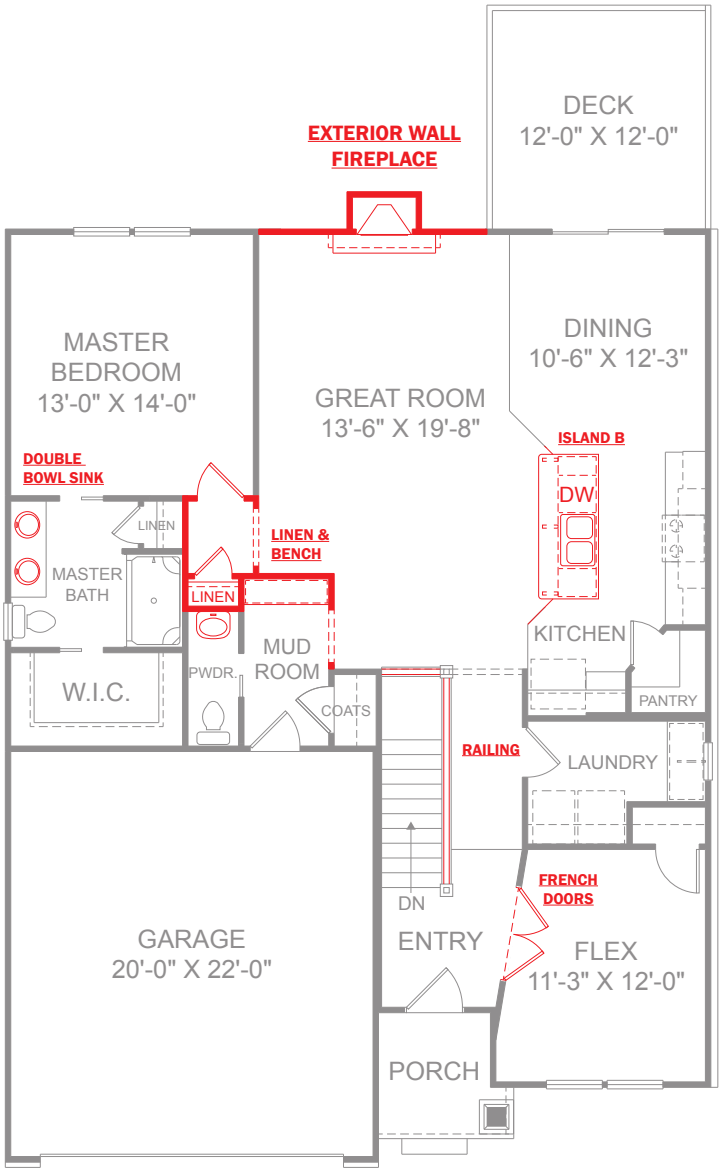
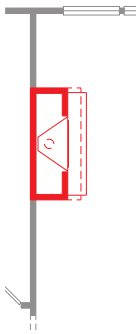
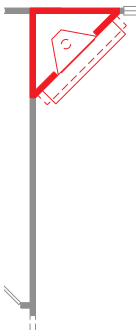


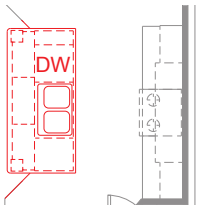
FIRST FLOOR



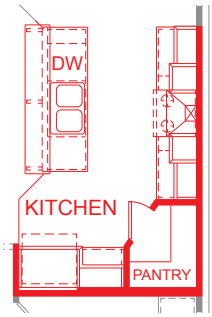
INTERIOR WALL FIREPLACE



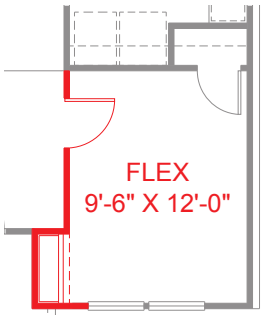
CORNER FIREPLACE



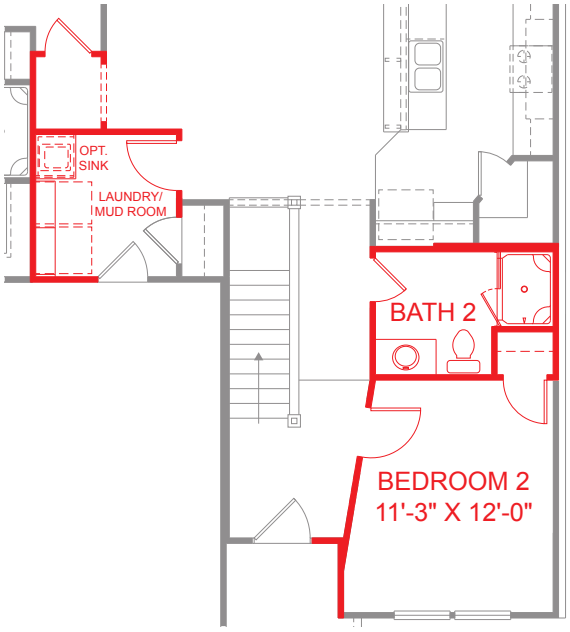
KITCHEN ISLAND WITH POSTS



DESIGNER KITCHEN



BOOKCASE AT FLEX



2 BEDROOM/2 BATH

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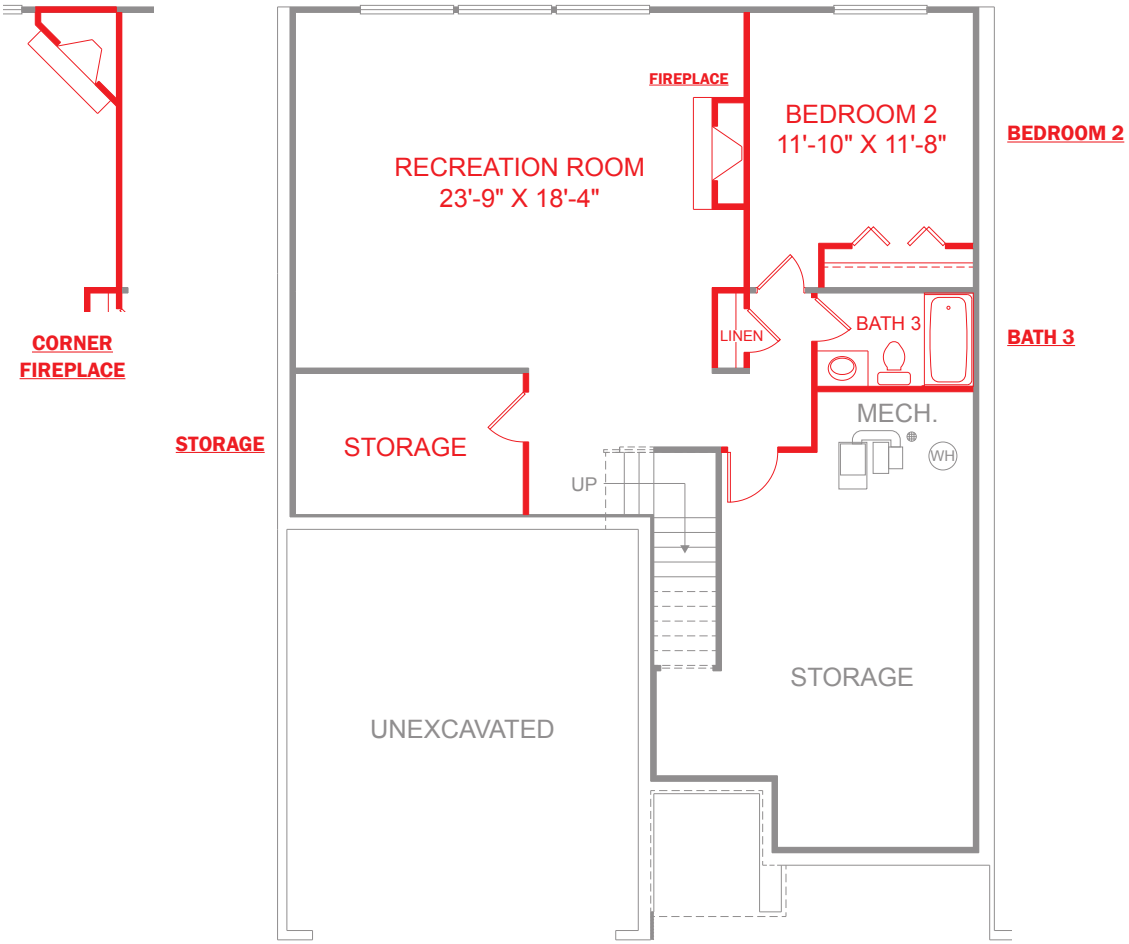
Channing

Attached Condo Series



FINISHED LOWER LEVEL

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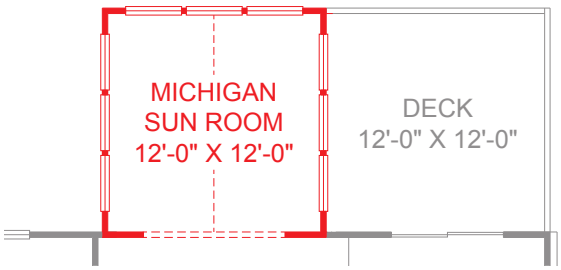
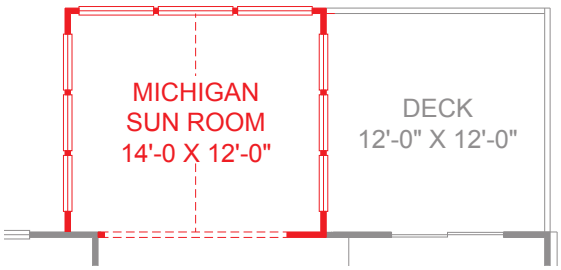
Channing

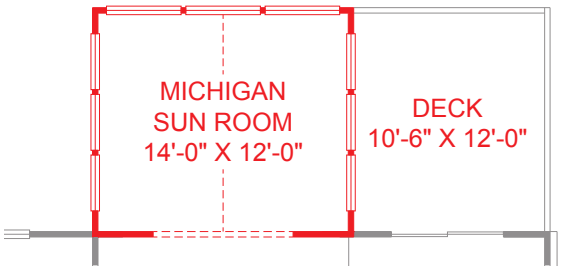
Attached Condo Series



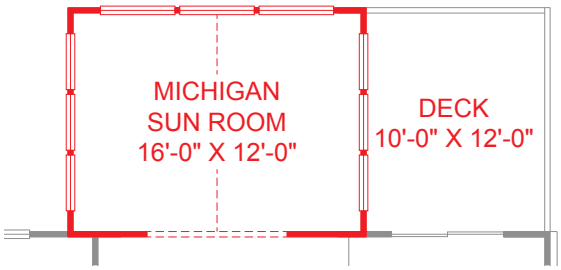
12' X 12" MICHIGAN ROOM



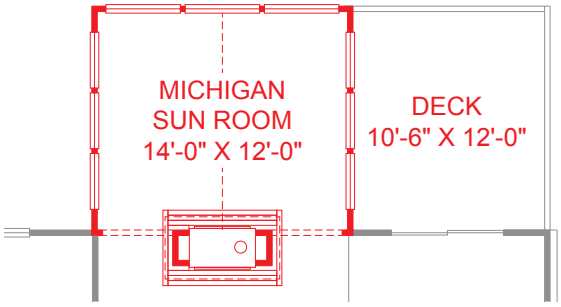
14' X 12" MICHIGAN ROOM



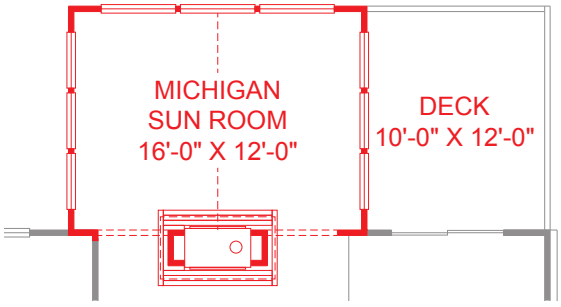
14' X 12" MICHIGAN ROOM



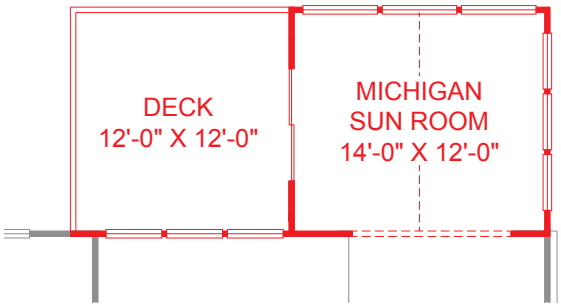
16' X 12" MICHIGAN ROOM



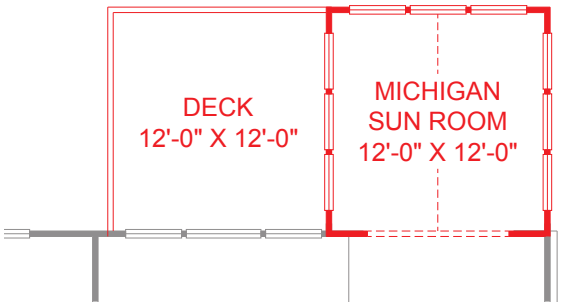
14' X 12" MICHIGAN ROOM
WITH OPTIONAL SEE-THRU FIREPLACE



16' X 12" MICHIGAN ROOM
WITH OPTIONAL SEE-THRU FIREPLACE



ALTERNATE 14' X 12" MICHIGAN ROOM



ALTERNATE 12' X 12" MICHIGAN ROOM

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Willow II

Detached Condo Series

Shown with optional dormer

Elevation 'A'

Elevation 'B'

Elevation 'C'

Elevation 'D'

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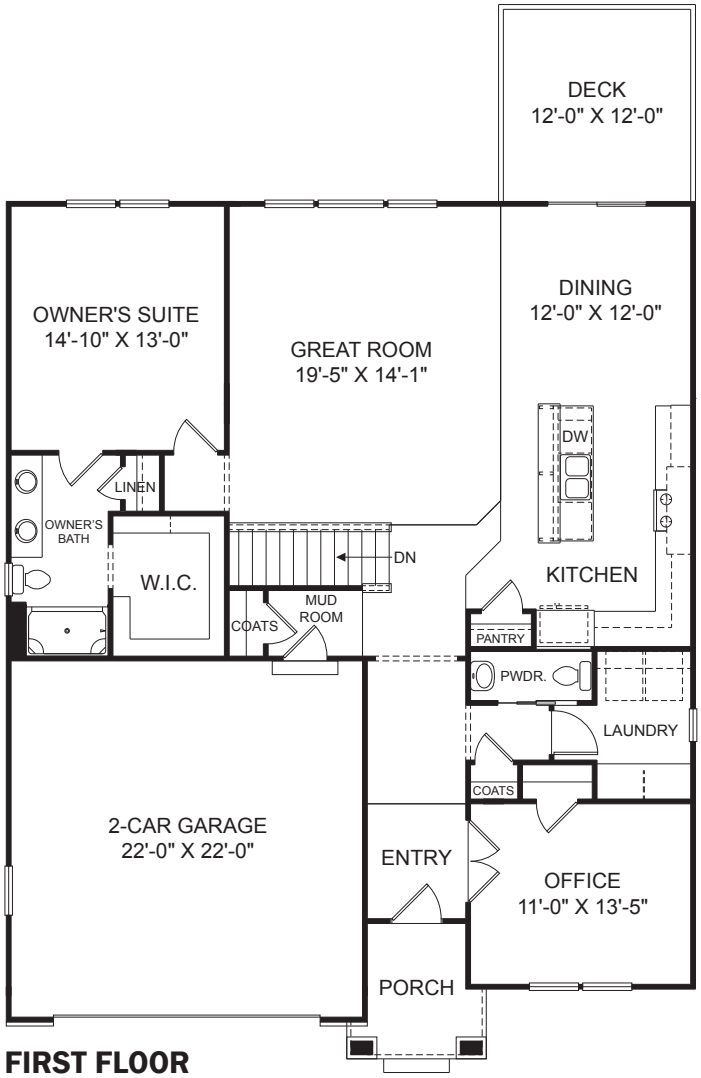
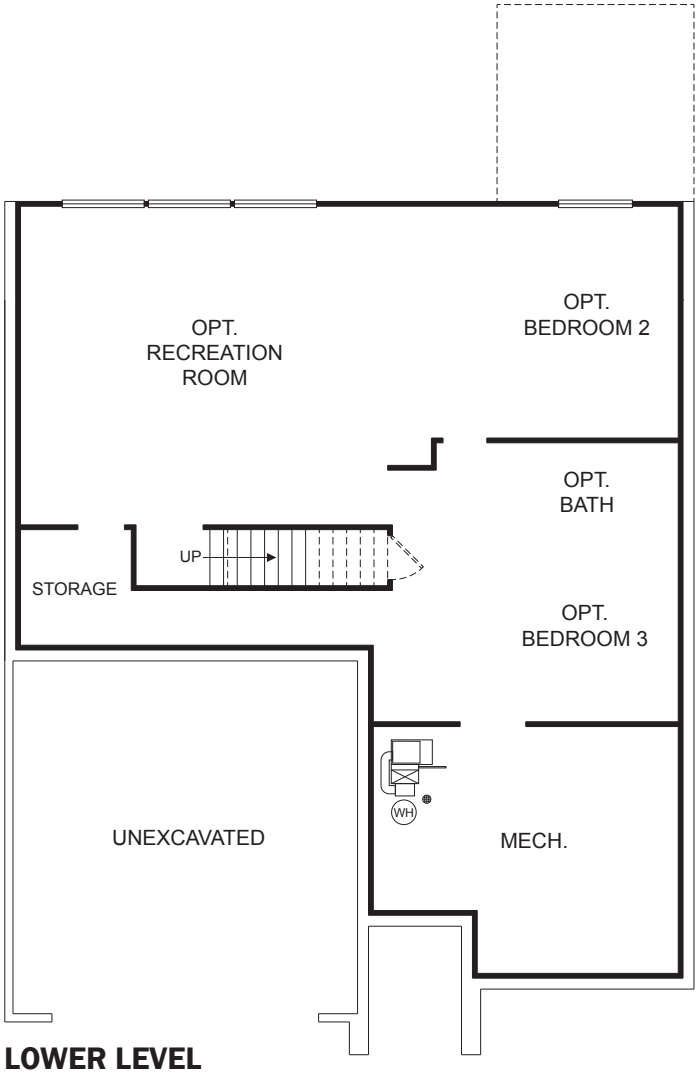
Willow II

Detached Condo Series



FIRST FLOOR
9' CEILING HT.
DIMENSIONS
42'W x 50'D
1552 SF TOTAL



LOWER LEVEL

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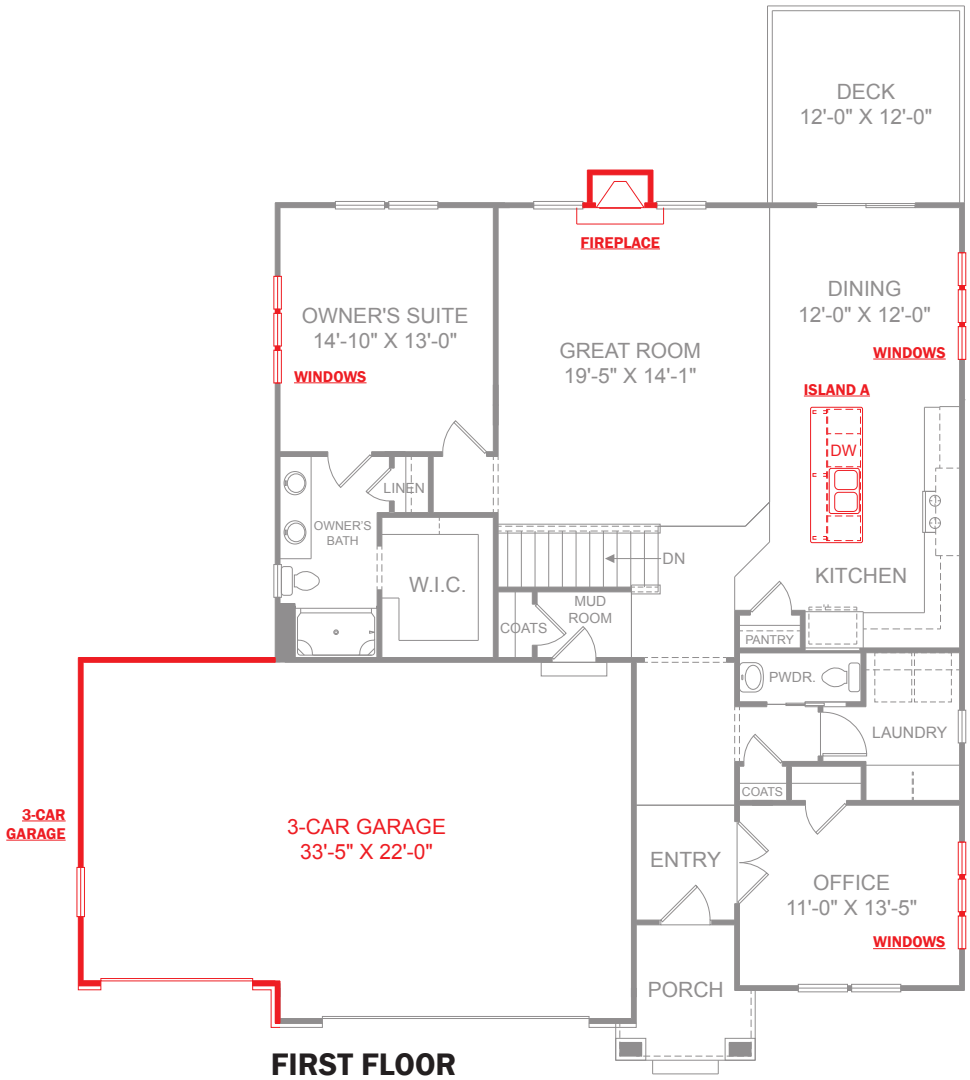
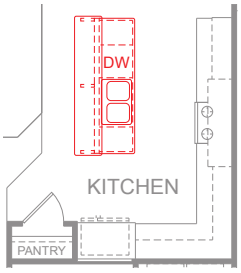
Willow II

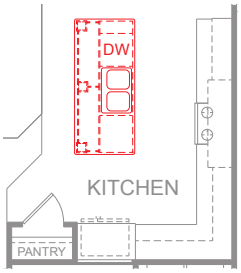
Detached Condo Series



FIRST FLOOR



KITCHEN ISLAND B



KITCHEN ISLAND WITH POSTS

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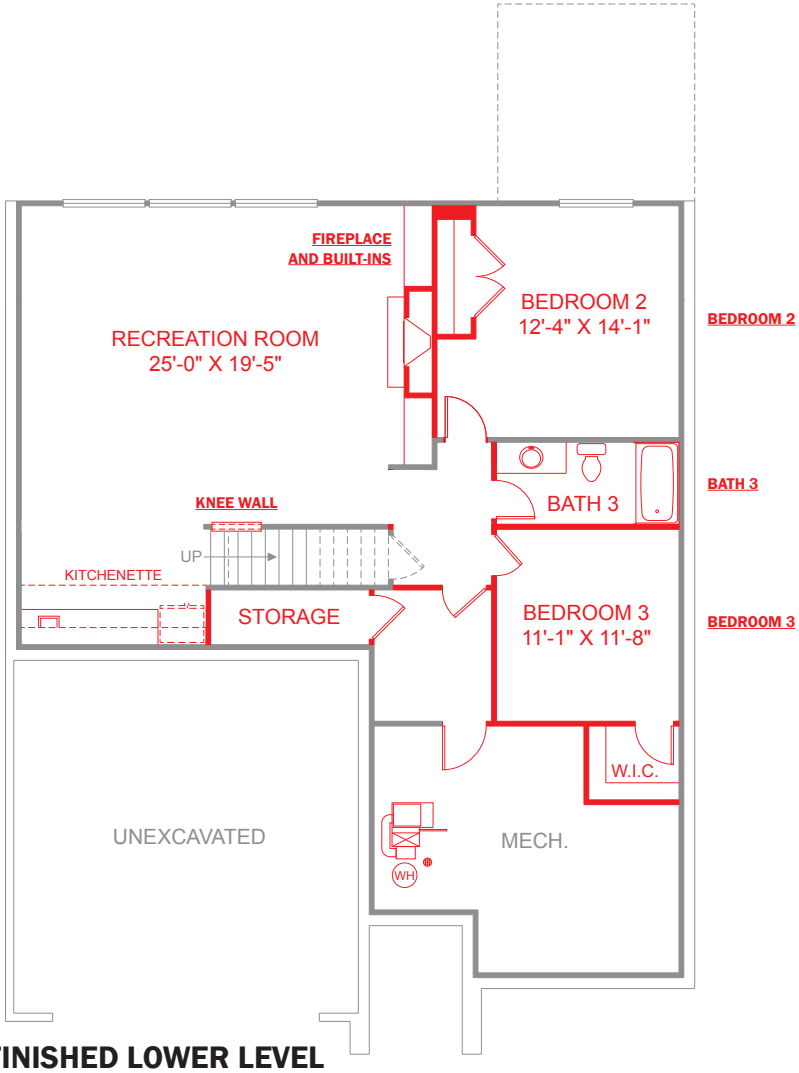
Willow II

Detached Condo Series



FINISHED LOWER LEVEL

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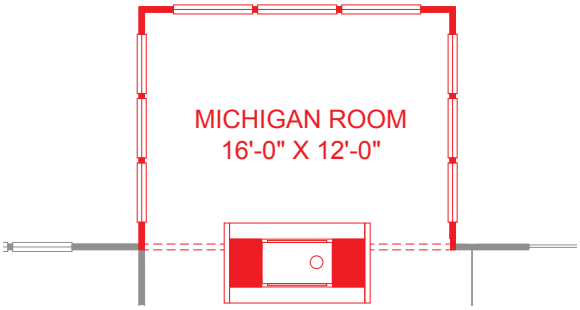
Willow II

Detached Condo Series

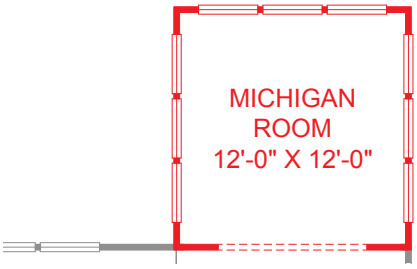
12' X 12" MICHIGAN ROOM

14' X 12" MICHIGAN ROOM

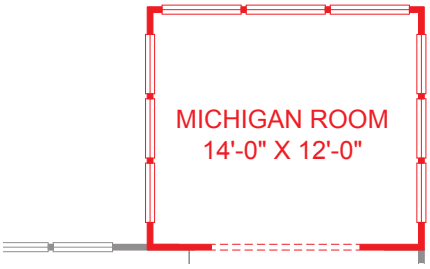
16' X 12" MICHIGAN ROOM



16' X 12" MICHIGAN ROOM
WITH OPTIONAL SEE-THRU FIREPLACE



12' X 12" MICHIGAN ROOM AT DINING



14' X 12" MICHIGAN ROOM AT DINING

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Aspen

Detached Condo Series

Elevation 'A'

Elevation 'B'

Shown with optional dormer

Elevation 'C'

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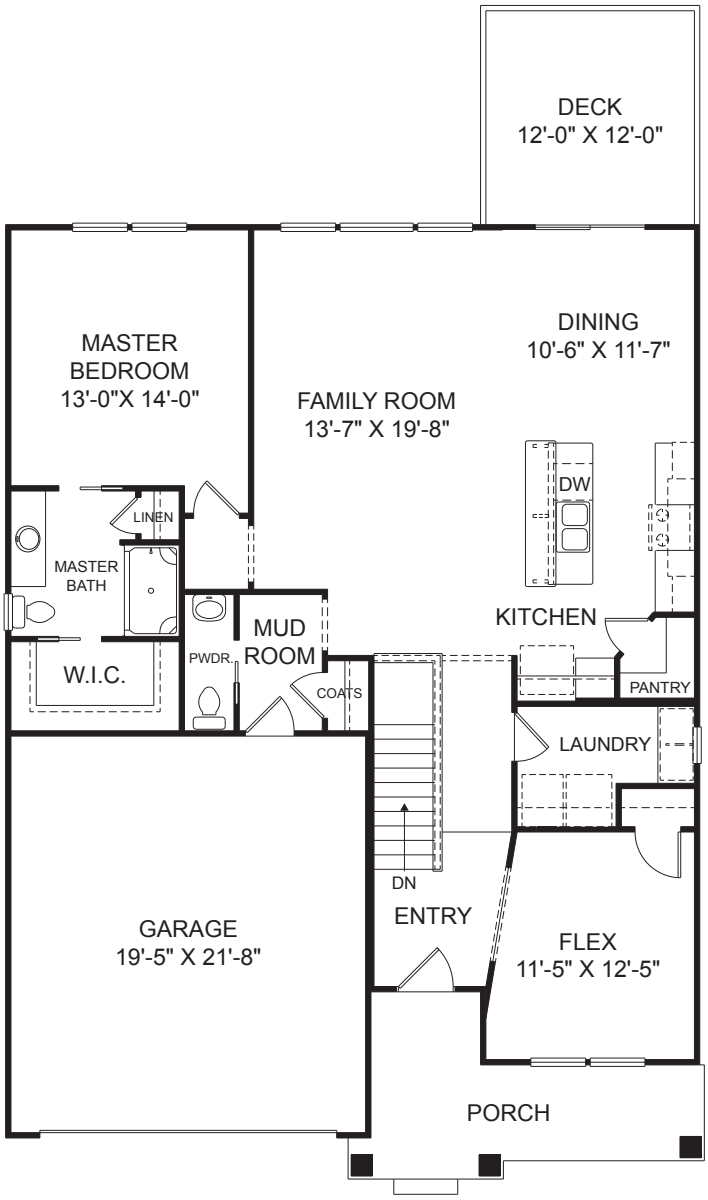
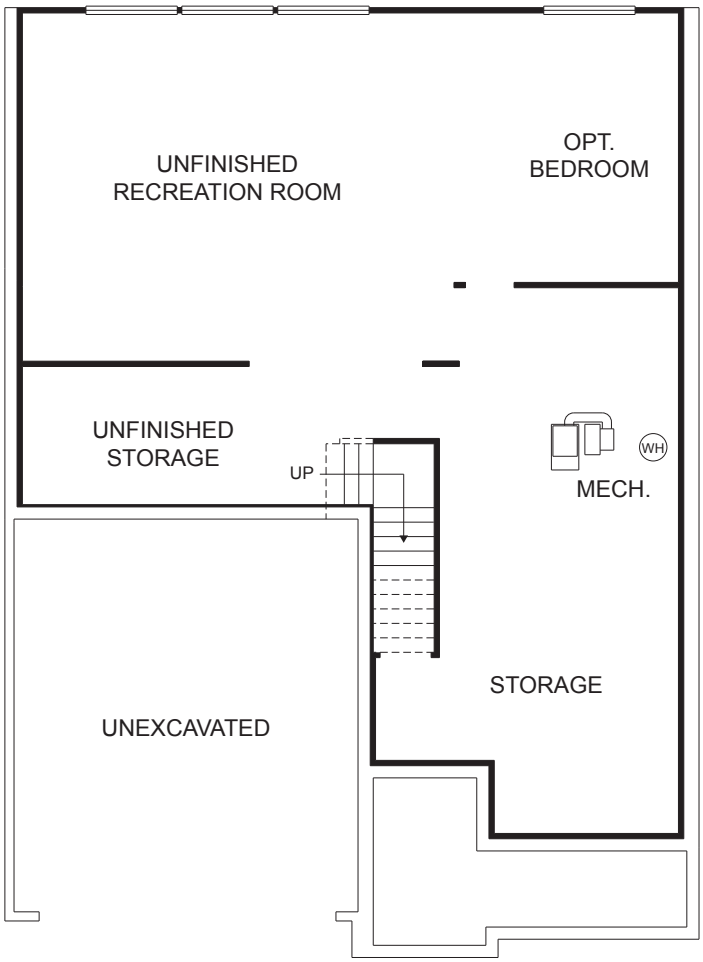
Aspen

Detached Condo Series





LOWER LEVEL

FIRST FLOOR
9' CEILING HT.
DIMENSIONS
38'W x 52'D – ELEVATION A
38'W x 50'D – ELEVATION B
1364 SF TOTAL

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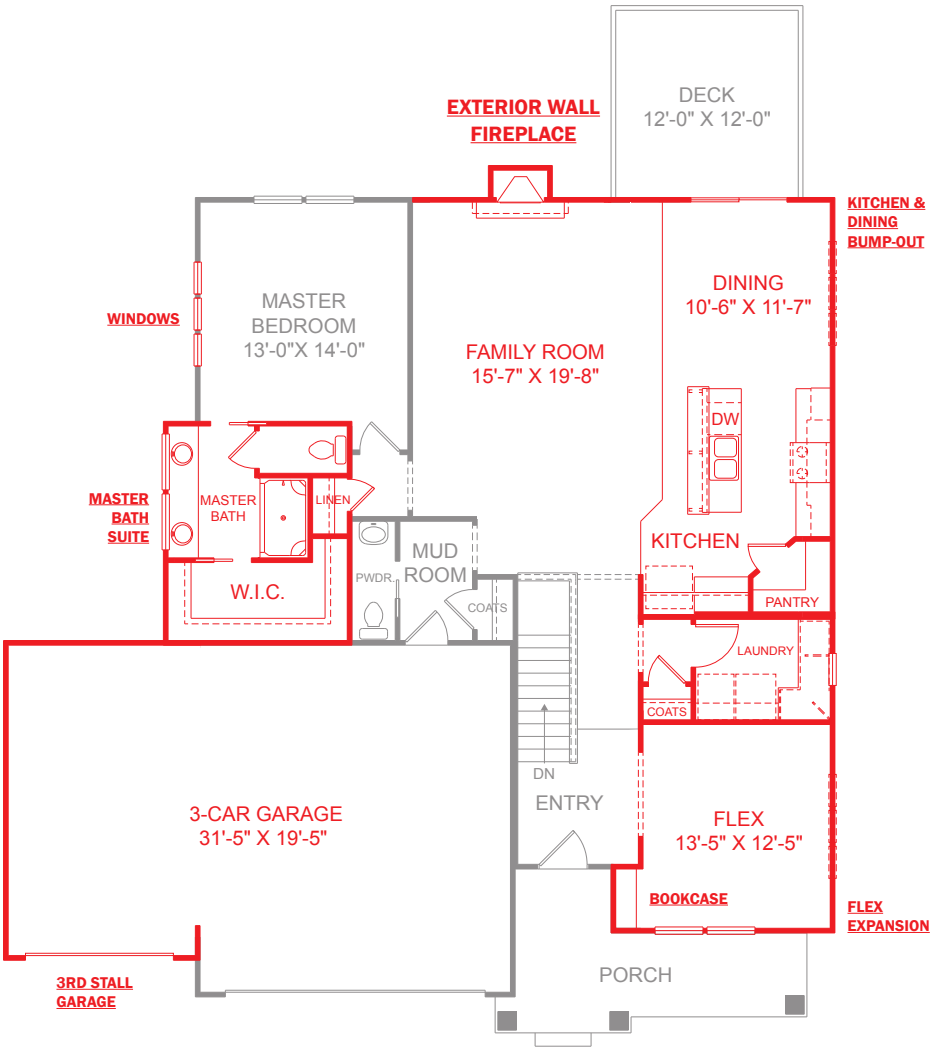
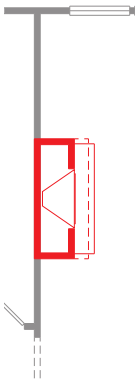
Aspen

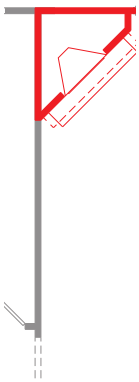
Detached Condo Series



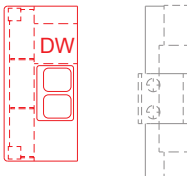
FIRST FLOOR



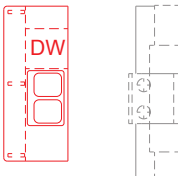
INTERIOR WALL FIREPLACE



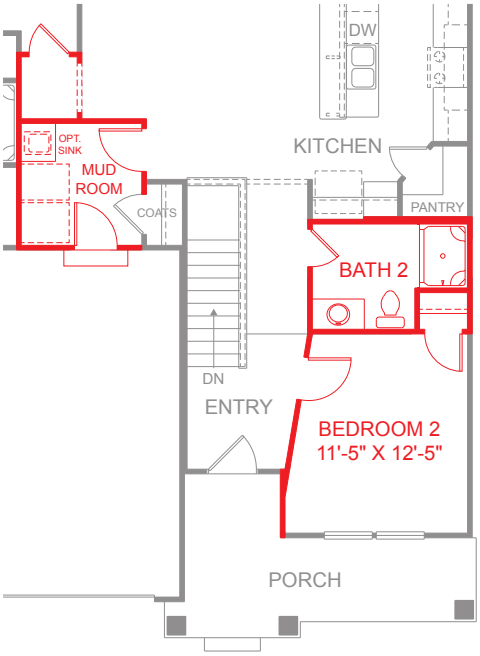
CORNER FIREPLACE



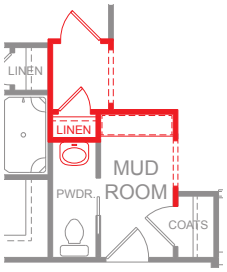
KITCHEN ISLAND WITH POSTS



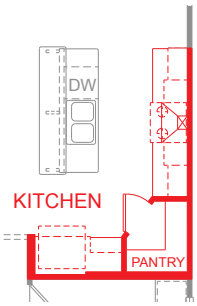
KITCHEN ISLAND B



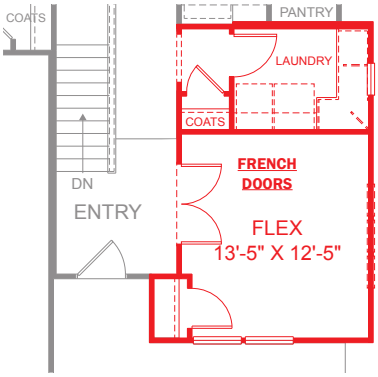
2 BEDROOM/2 BATH



MUDROOM BUMP WITH BENCH & LINEN



DESIGNER KITCHEN



CLOSET AT FLEX EXPANSION

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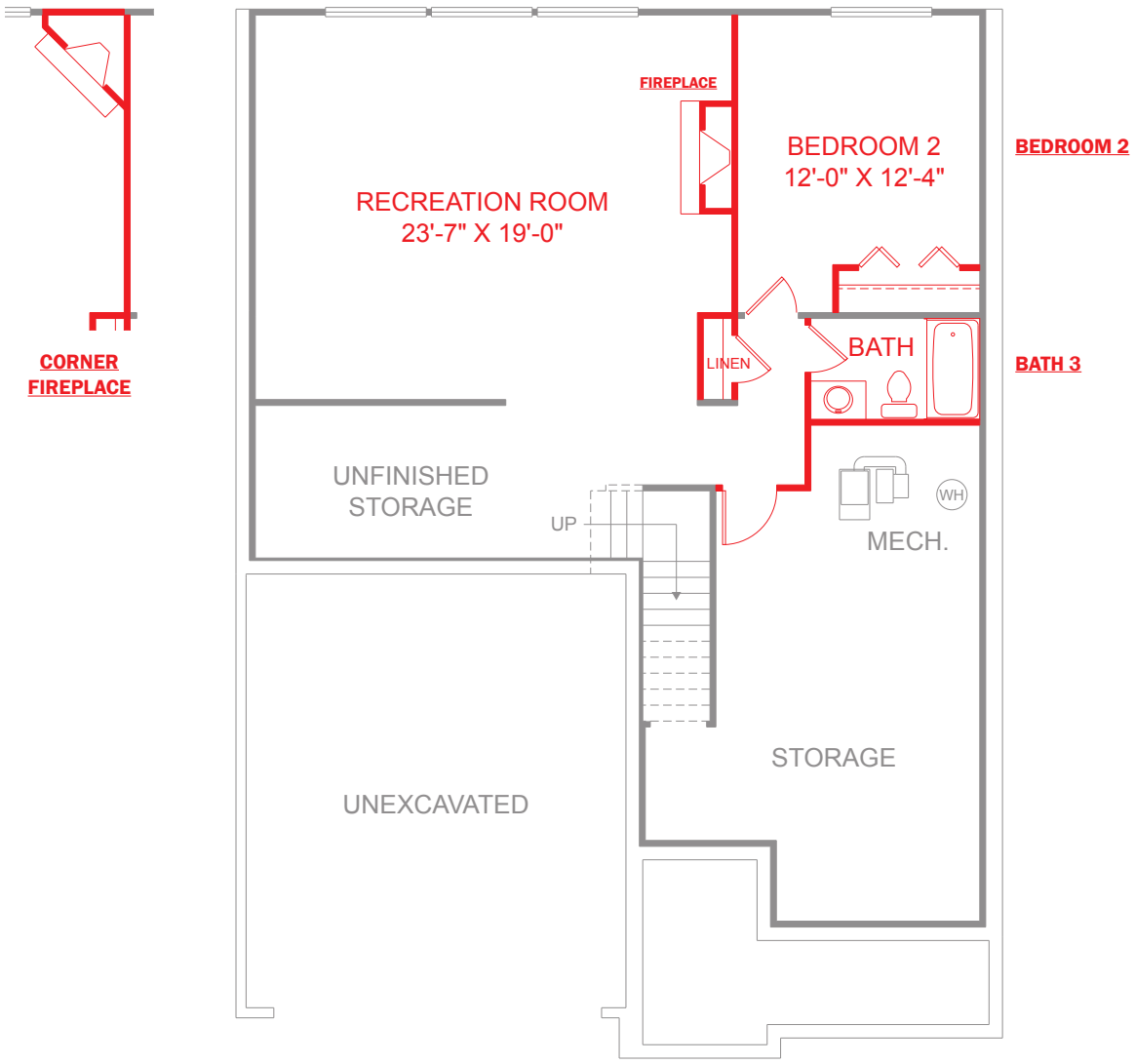
Aspen

Detached Condo Series



FINISHED LOWER LEVEL

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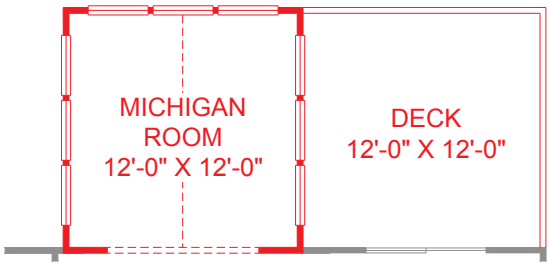
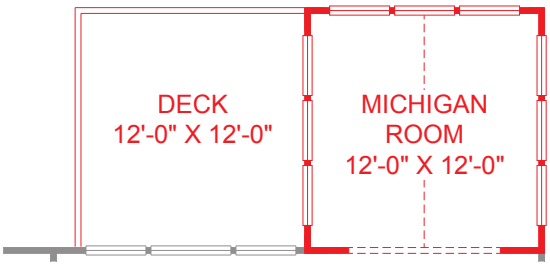
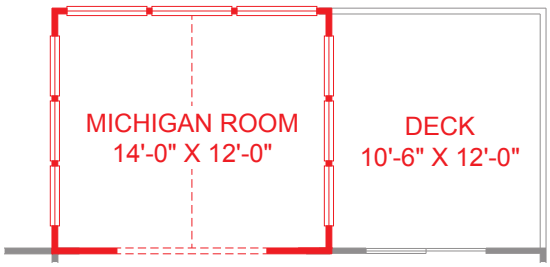


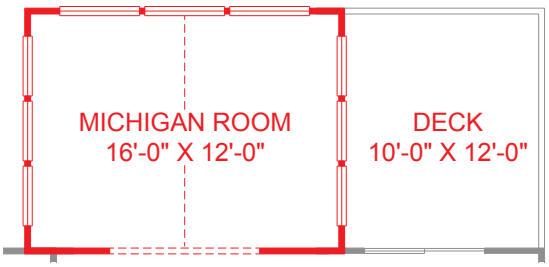
12' X 12" MICHIGAN ROOM



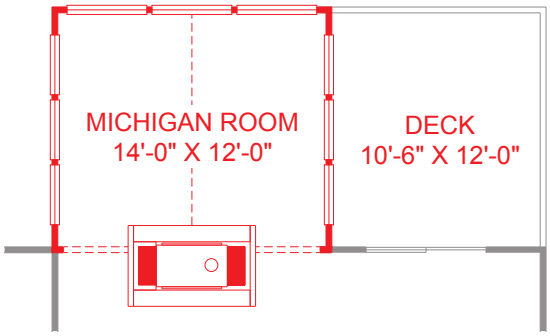
ALTERNATE 12' X 12" MICHIGAN ROOM



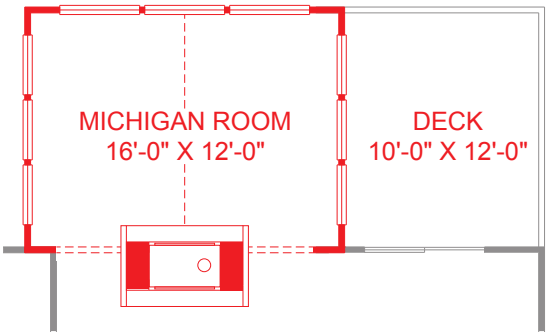
14' X 12" MICHIGAN ROOM



16' X 12" MICHIGAN ROOM



14' X 12" MICHIGAN ROOM
WITH OPTIONAL SEE-THRU FIREPLACE



16' X 12" MICHIGAN ROOM
WITH OPTIONAL SEE-THRU FIREPLACE

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GRAND HAVEN CHARTER TOWNSHIP

Community Development Memo

DATE: November 30, 2017

TO: Planning Commission

FROM: Stacey Fedewa, Community Development Director

RE: 2018 Housekeeping Duties

APPOINTMENT OF OFFICERS

As required by the Planning Commission Bylaws the officers must be appointed annually. The current appointments are:

- Chairperson Cousins
- Vice Chairperson LaMourie
- Secretary Wagenmaker

Motion to nominate _____ for the position of _____.

2018 MEETING DATE SCHEDULE

Additionally, the 2017 meeting date schedule must be approved. The typical schedule holds regular meetings on the first and third Monday's of each month. The following variations are recommended:

- January 2nd – should this meeting be canceled due to the New Year holiday?
- March 5th – staff will be out of the country on this date, should the meeting be canceled?

The following dates have been canceled due to an election being held on the next day:

- May 7th – due to the local school elections on 5/8/18.
- August 6th – due to the State Primary election on 8/7/18.
- November 5th – due to the State General Election on 11/6/17.

The following dates have been adjusted due to a holiday, and will meet on the following Tuesday:

- January 2nd – New Years
- January 16th – Martin Luther King Jr. Day
- September 4th – Labor Day

Motion to approve the 2018 Meeting Date Schedule, which includes canceling the January 2nd and March 5th dates.

GRAND HAVEN CHARTER TOWNSHIP
PLANNING COMMISSION
2018 MEETING DATES

Tuesday, January 2, 2018
Tuesday, January 16, 2018
Monday, February 5, 2018
Monday, February 19, 2018
Monday, March 5, 2018
Monday, March 19, 2018
Monday, April 2, 2018
Monday, April 16, 2018
Monday, May 21, 2018
Monday, June 4, 2018
Monday, June 18, 2018
Monday, July 2, 2018
Monday, July 16, 2018
Monday, August 20, 2018
Tuesday, September 4, 2018
Monday, September 17, 2018
Monday, October 1, 2018
Monday, October 15, 2018
Monday, November 19, 2018
Monday, December 3, 2018

All meetings will be held at the Township Hall, 13300 168th Avenue, Grand Haven, and will begin at 7:00 p.m.

The Charter Township of Grand Haven will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon seven (7) business days' notice to the Charter Township of Grand Haven. Individuals with disabilities requiring auxiliary aids or services should contact the Charter Township of Grand Haven by writing or calling the following:

Personnel Director
13300 168th Avenue
Grand Haven, MI 49417
(616) 842-5988

GRAND HAVEN CHARTER TOWNSHIP

Community Development Memo

DATE: November 16, 2017

TO: Planning Commission

FROM: Stacey Fedewa, Community Development Director

RE: Chairman Cousins – Presentation for Master Citizen Planner Certification

BACKGROUND

In September, Chairman Cousins attended the Citizen Planner program at the Planning Michigan conference. This intensive 2.5-day training results in the attendee receiving their Citizen Planner certification through MSU Extension.

NEXT STEPS

There is one additional level that can be achieved, which is the Master Citizen Planner. To receive that certification the attendee must pass a comprehensive exam, and then do a formal presentation at a public meeting.

Once the presentation is complete the attendee must submit the meeting minutes to prove the task was completed, and then the certification of Master Citizen Planner is bestowed upon the attendee.

To maintain this certification the attendee must complete continuing education credits each year.

PRESENTATION SYNOPSIS

Chairman Cousins will give a presentation on Planning Commission Meetings: Tips for Better Decisions, which will include:

1. Commissioner Preparation
2. Prior to the Meeting
3. Agenda
4. Public Comment Sessions
5. Commission Decisions
6. After the Meeting