AGENDA

Park Township Planning Commission
Regular Meeting

March 27, 2025
6:30 p.m.

MISSION: Park Township's rich heritage will be sustained by focusing on community, recreation, and nature.

The public is invited to **attend the meeting** in person or view via webinar by following this link.
Webinar ID: 857 6584 9335 Passcode: 868459
All materials in the agenda packet are posted to the **Park Township website**, normally one week prior to the meeting.
Public comment can be made in person or via email to planning@parktownship.org. If you are commenting in person, please remember to direct your comments to the chairperson rather than the public.
Each comment will be limited to 3 minutes

Please turn off or set to silent mode all cellphones and other electronic devices.

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes: February 27, 2024
4. Public Comment
5. **Public Hearing**: Trail View Final PUD Development Plan

   A request by Baumann Building to construct a Site Condominium Planned Unit Development consisting of 20 single-family homes, in accordance with Sec. 38-515, and Sec. 38-363 through Sec. 38-379, of the Park Township Code of Ordinances. The proposed plan includes a pond, to be constructed in accordance with Sec. 38-504 of the Park Township Code of Ordinances. This parcel is located near the northwest corner of 160th Ave. and James St. (no address assigned, parcel #70-15-15-400-024) and in the R-1 Rural Estates Residential District.

   Anticipated action: Make recommendation to Township Board

6. Other Business and Announcements
7. Adjourn

PARK TOWNSHIP PLANNING COMMISSION MEETING

Meeting Minutes - DRAFT

February 27, 2025

Item 1 CALL TO ORDER: 6:33 p.m.

Dennis Eade	Present	Member
Dave Kleinjans	Present	Chairperson
Dave Koppenaal	Absent with Notice	Member
Tom Luiz	Absent with Notice	Vice Chairperson
Len Pilon	Absent with Notice	Member
Stephanie Trela	Present	Secretary
Shar Clark	Present	Board Representative
Meika Weiss	Present	Community Development Director

Item 2 APPROVAL OF AGENDA
Motion made by Kleinjans
Motion supported by Trela
Voice Vote: Ayes 4; Nays 0
Motion Carried.

Item 3 APPROVAL OF MINUTES – January 23, 2025
Motion made by Clark
Motion supported by Eade
Voice Vote: Ayes 4; Nays 0
Motion Carried.

Item 4 PUBLIC COMMENT
Kleinjans opens and closes public comment at 6:35 p.m. with no comments.

Item 5 REZONING REQUEST: 3453 N. 144th Avenue

A map amendment (rezoning) was requested by BauVan Land Co., LLC, to rezone 3453 N. 144th Ave. (parcel number 70-15-12-400-089) from AG Agricultural and Permanent Open Space District and R-3 Low-Density Single-Family Residence District to R-4 Medium-Density Single- and Two-Family Residence District.

Weiss shows the Planning Commission and audience where the parcel is located on both the current zoning and future land use maps.

Kleinjans explains the purpose of the future land use map and defines density as how many people or dwelling units there are in an area.

Eade verifies that the future land use map translates the parcel as R-5 zoning and confirms that this is the future use envisioned to accommodate the growth of Park Township.

Chuck Hoyt, who is representing the developer, emphasizes that the rezoning would align with both their desired use and the future land use plans of Park Township. He states the parcel is surrounded by R-3 and R-4 uses, which are adjacent to and compatible with this parcel. Hoyt also points out that the rezoning would support Goal 5 of Park Township's Master Plan: Promoting a variety of attainable housing types. The property is adjacent to a commercial district on a primary roadway.

Kleinjans asks if there are any ideas or concepts the developer has in mind that can be shared.

Hoyt states that anything the developer decides will align with the requirements of R-4 zoning. An Attached Single-Family product is something they are interested in.

Kleinjans asks if Hoyt has any idea of how many units they might fit on the site.

Hoyt states that the lot has its challenges. The developer is trying to maximize the space. They are not planning on a PUD at the moment, but it could be on the table.

Kleinjans explains that a PUD is a housing development that can go around some of the rules by clustering housing and leaving large pieces of untouched land. It has different rules than a subdivision to allow for creativity.

Clark seeks to clarify that, in regard to rezoning, the land will not be modified and no trees will be removed until a plan of development is presented.

Kleinjans states that the tree ordinance protects the trees.

Clark asks if a zoning change would impact the tree preservation ordinance.

Weiss states that a zoning change would not impact the preservation ordinance.

Kleinjans confirms that there are three places where exit access could be possible to 144th. He asks if there is a circular drive planned.

Hoyt states that a circular drive is probably the best way to design it.

Kleinjans reminds audience and board members that this is a rezoning request, and there are no specific plans yet. Rezoning requires a tree buffer along the perimeter of the rezoned area.

Kleinjans opens the public hearing.

Douglas Young, 14504 Twin Oaks
Douglas was curious about whether a tree buffer would be required, and that his question had been answered. He emphasized that condominiums would be ideal, as HOAs have rules to abide by.

Kleinjans reiterates that they are unable to provide any insight regarding the actual building plans as they do not yet exist.

Sally Starr, 14522 Twin Oaks
If they are going to be condos perhaps we wouldn't object. What is the plan? She emphasizes that small trees will not suffice for a buffer. She is concerned about the loss of wildlife, the trees and the woods. She worries about the dwindling acreage of the woods in the township.
She also states concern for the additional noise and traffic. The lack of a traffic light at the intersection of Butternut and 144th makes after-school traffic unbearable. She worries that the increase of 2 cars per unit would cause an increase of traffic, noise, and pollution. She reiterates that if the rezoning is approved, she hopes as many trees as possible will be preserved.

Sarah Westenbroek, 3438 Butternut Drive
She has a husband and two kids, and their family has been living adjacent to the property for 15 years. They have fond memories there. Their daughter worked at the horse barn that used to be on the property, and they helped find a home for the donkey that was living there. They walk the property daily.

Her first concern is the increase in traffic. Mentions the accidents that occur at the Butternut and 144th intersection. Will the lanes be widened, or will a light be installed? Traffic already backs up a long way in peak hours, and adding 2 cars per unit built would add hundreds of cars to the road.

Her second concern is the water table. States that their family has spent thousands of dollars to install a well and underground sprinklers, as well as reseeding their

grass. Her concern is that the building will impact the water table and the resource will be depleted with increased use.

Construction-related noise levels are also mentioned as a concern.

Finally, wildlife and nature are the final concern Sarah brings up. Their family is very familiar with the wildlife on the property, and mention owls they named, as well as a three-legged deer that appears frequently. She brings up a memory of the previous owner feeding the deer. The property is loved by the animals. What will happen to that community of wildlife? There are not a lot of places you can go with trees that close together.

Ryan Westenbroek, 3438 Butternut Drive
Ryan works in the housing industry and acknowledges that people need homes, and also the jobs that are provided through development and construction.
States that there are houses that can be built anywhere; this property could be used for something special.
It could be better used as a lower-density residential area, with fewer houses and more trees.
States that he understands that the developers are expecting a return on their purchase but hopes that this could be something special. There are not a lot of places like this on the North side.

Mary Pilafas, 14534 Twin Oaks
She is seeking clarification on a rumor she had heard regarding a roundabout being installed at the Butternut and 144thintersection.

Weiss clarifies that there are no plans as of yet.

Motion made by Kleinjans to close the public hearing.
Motion supported by Clark
Voice Vote: Ayes 4; Nays 0
Motion carried.

Kleinjans brings up the topic of traffic concerns.

Weiss states that the Road Commission has not yet made any indication as to what they are thinking. It's possible that a traffic study would be conducted in the future in connection with this application. The Road Commission is aware of the potential development and there's been some discussion but it's too early to say where that will lead.

Kleinjans reiterates to the audience that it is challenging for a developer to create a plan before knowing if their property will be approved for rezoning. He states that there will be another chance for public comment at a later date, once a plan is actually brought to the township.

There is some discussion between a member of the public and the chair regarding how the rezoning and development approval process works.

Kleinjans emphasizes the importance of maintaining as many trees as possible. Both trees and agriculture are important parts of the Master Plan. He states that Park Township is the best place in the United States to grow blueberries, according to an expert that works with the MSU Agriculture Extension. The public wants to keep the blueberry fields, which is why there's not a push to put housing in blueberry fields.

Kleinjans asks about the number of houses allowed in this development.

Weiss states that there are not exact numbers as of yet, but she is confident that the presence of the water table, trees, and other lot challenges would prevent the maximum number of houses from being built when considered on a per-acre basis. Engineers have looked at the water table, and requirements will be met.

Kleinjans states that the streetlights are supposed to be dark sky approved, so they will shine directly down to avoid the disruption of residents.

Clark emphasizes the importance of waiting for feedback before bulldozing trees.

Clark moves to recommend approval to the Township Board. The Master Plan indicates that this is aligned with future land use, so there's nothing to prevent it.
Motion supported by Eade
Voice Vote: Ayes 4; Nays 0
Motion carried.

Kleinjans thanks the public for their input.

ITEM 6 Trail View Site Plan – Preliminary PUD

A request from Baumann Building to construct a Site Condominium Planned Unit Development consisting of 20 single-family homes, in accordance with Sec. 38-515, and Sec. 38-363 through Sec. 38-379, of the Park Township Code of Ordinances,

near the northwest corner of 160th Avenue and James Street (no address assigned, parcel #70-15-15-400-024) and in the R-1 Rural Estates Residential District.

A request by Bauman Building to construct a pond as part of a Site Condominium Planned Unit Development, in accordance with Sec. 38-504 of the Park Township Code of Ordinances, near the northwest corner of 160th Avenue and James Street (no address assigned, parcel #70-15-15-400-024) and in the R-1 Rural Estates Residential District

Weiss states that the zoning for this property is R-1, and that the PUD introduces clustered housing with wide open space. The plans were adjusted to accommodate a small area of wetland, so no grading is to be done in that area. They added fencing for the paths going back to Riley Trails. The resubmittal was responsive based on Planning Commission and staffs' concerns.

After reviewing the resubmittal, Weiss states that the last remaining discussion items are regarding the buffers on the west and south sides of the property. The buffer on the south is part of the parcels as opposed to being public property, meaning that the property owners will be responsible for its care. The ditch on the west is not a County drain. Weiss asks if the Planning Commission think that the shrubs in said ditch serve as an adequate buffer, or if something should be added. She also notes that engineering is content with the current iteration of the plan.

Clark asks if the ditch is on a County map or if it is named.

Weiss states that it is not.

Clark states that if there are any contaminants, the property owners will be responsible for cleaning it.

Kleinjans asks if the ditch is on the property line.

Weiss is unsure.

Hoyt reviewed the evolution of the application with the Planning Commission. The property was first rezoned from agriculture to residential in 2022. They then attended a pre-application conference with planning staff in December 2023. Then the plan went to the Planning Commission for a pre-application conference in January 2024.

The property was previously called Legacy Acres. There have not been significant changes since that iteration of the plan. The basic concept is the same, and the layout and number of units have not changed. Hoyt states that this plan has been seen by the township for over a year at this point.

Hoyt observes that Riley Trails is a valuable amenity for the community, and that discussions between the applicant and Ottawa County Parks occurred. Their feedback was kept in mind as they revised the application between January 2024 and March 2024, and finally in March of 2024 the official PUD application was

submitted. Hoyt states that discussion between the applicant, the parks, and planning staff took quite a bit of time, and that the feedback they received was implemented in their November 2024 Preliminary PUD submittal.

Hoyt states that the plan was revised to ensure that the grading will no longer disturb the wetland. Most recently, they were asked to address the tree line buffer. Maintenance and management of the buffer along James Street would be the responsibility of the HOA. Homeowners themselves will not be permitted to make any changes to this tree line. This will be included in the master deed, and the HOA will be bound to the legal agreement to take care of and maintain the buffer.

Additional plantings were also placed along James after revisions. They are not looking for an opaque wall of plantings, rather a buffer with some transparency. This is to ensure that it is recognized as a residential neighborhood from the outside.

The developer believes the plan is appropriate for the site. Hoyt highlights the variety of buffers along James Street, with some neighboring properties being blueberry fields with no buffers, and others being neighborhoods with very dense tree lines. They feel as if their buffer solution provides visual balance.

They acted in good faith to create a neighborhood that follows the Master Plan. They were careful not to be a nuisance to neighbors, and to follow the specific regulations related to the water table and pond. The PUD would fill the void and provide quality housing in a desirable area. It also utilizes natural resources available on the property.

Clark states that quite a bit of time was spent discussing lots 1 and 20. She asks if there is any plan to place a berm between these lots and the roadway.

Hoyt states that there are no plans to add a berm to the lots.

Clark brings up the retention drainage pond. She acknowledges that they are making it safer than required and is appreciative that neighbors were alerted to the installation. Clark is concerned about the safety of small children. She asks if there would be a fence around the pond, or if homeowners would be responsible for fencing in their own yard.

Hoyt states that the homeowners to the east requested a pond view. The pond has a 1:7 slope and a child would have to be 20 feet out in the pond to be 3 feet deep. Hoyt states that homeowners who are concerned can construct their own fence.

Clark states that children only need a few inches of water to drown.

Clark confirms that no trees are planned to be removed from Trail View but asks if there are any plans to plant additional trees.

Hoyt states that there are 41 trees that are planned to be planted, as stated in their plans. The buffer is to preserve existing trees. He states that his understanding after previous discussions was that the Planning Commission was comfortable with the

existing trees on the western side. There's a heavy tree canopy that is going to serve as a buffer.

Clark questions the 12-inch pipes listed for the sewer system, wondering if that exceeds the specified diameter.

Weiss asks where that measurement is found on the plan, states that they had discussed 8-inch pipes so if 12-inch pipes are included that would be a potential error. That discrepancy would be ironed out in pre-construction review.

Hoyt states that 8-inch pipes were proposed.

Trela thanks the applicant for taking the buffer and fence into consideration in this iteration of the plan. She again thanks the applicant for considering the Commission's concerns.

Kleinjans asks where the ditch is located on the property map. He brings up a previous drain issue with another development. If it's an Ottawa County drain, they could potentially destroy the trees in the buffer while doing drain cleanup. If it's on the property, the homeowner association will control this.

Weiss references the Office of the Water Resources Commissioner's Drain Viewer and confirms that the drainage ditch is NOT on this map, so the County would not do drain cleaning.

Hoyt states that the survey is not necessarily going to pick up all the trees, but it does indicate that the buffer is there. The ditch is visible on the west side of the property, but not on the east. The tree buffer will remain for the full 23 feet.

Kleinjans seeks to confirm that the trees are half on one property, half on the other. He requests additional trees on the east side of the ditch to ensure that the buffer would remain if something were to be done with the trees on the west side.

Hoyt states that most of the trees are already on the east side of the ditch, so the buffer will have minimal disruption if the west side were to have any issues. He shows the ditch and tree line to Kleinjans on a document included in their application.

Kleinjans wants more clarification on that situation, as trees are very important to the Township. He feels as though there should be more trees and mentions the width of wildlife corridors.

Hoyt asks how many trees the Commission has in mind, and that they are open to discussion.

Kleinjans believes that planting a couple of trees per lot for lots 1-10 would be beneficial for the buffer.

Tom Witteveen, who came with Hoyt, states that one of the problems with a buffer is keeping the trees alive and watering them. They would be open to homeowners being required to plant their own trees and mentions street trees. He points out that many other communities have planted the buffer trees early during the construction stages; and have ended up losing half of the trees.

Kleinjans states that one of the reasons for the buffer is separation from neighbors. Currently the "neighbors" are blueberries, so there is no risk of disturbing anyone, but in the future it could be different.

Witteveen states that they were under the assumption that there was nothing that needed to be added to the plan, when taking into consideration the restoration that the county parks would be doing on the property. They would not let a few trees hold them back for getting approval and ask for some creativity regarding how to get those trees in and keep them alive.

Weiss states that one of the reasons that is required at the time of development is because that is sometimes when homeowners buy a home without trees, that is their expectation. Some people like trees, others do not. If the trees were required after the fact, residents may not get around to planting them.

Trela confirms that, with the majority of the trees being on the Trail View side of that ditch, she is comfortable with the buffer. It is still providing a buffer, even if it is on the scrubby side. She is comfortable without any additions. She states that, if there are any spots where the majority of the trees are on the other side of the ditch, it would be desirable to add additional trees.

Eade states that he is content with the plan the way it is.

Hoyt suggests that, if an adequate number of trees is not provided, the homeowner will be required in their sale to plant two trees on their lot. As part of the master deed, landscaping plans are required to be submitted and approved for each lot. He understands the concern regarding ensuring the residents follow through with planting. This would be overseen by the HOA to ensure the trees are being planted as part of the landscaping plan.

There is a suggestion that perhaps this could be reviewed at the time of building application, and staff could request more trees if the area was sparse.

Witteveen states that requiring planting at the time of move-in is dicey based on time of year; December, for example, would be a difficult time to plant a tree. This would perhaps have to be done on HOA level.

Weiss discusses solutions to this. She doesn't necessarily think it would be workable during the application process, and the Township would have difficulty holding up a Certificate of Occupancy for it.

Kleinjans reiterates that this meeting marks the end of the preliminary application, and they would be coming back for a final next time. He would like to see that a decision is made about trees. He would also like to see a clause about the HOA maintaining trees along James Street in the master deed.

Weiss states that the PUD approval process requires a resolution to go to Township Board. She suggests working with the Township's attorney to approve and forward to the Board. Weiss states that the applicant alluded to the length of the process and proposes that she could notice this prior to the next Planning Commission meeting if the Planning Commission is feeling comfortable enough with the application. If she notices it, changes can still be made the next time it comes before the Commission.

Kleinjans is comfortable noticing it before the next meeting, and everyone else is as well. He states that he's been involved in multiple PUDs over the years, and that this is the best he's seen, in regard to giving back to the community.

Witteveen confirms that the expectation that they would come back to the Planning Commission for a final.

Weiss confirms that it would be the March 27th Planning Commission, and the Board meeting is on April 10th.

Item 7 OTHER BUSINESS AND ANNOUNCEMENTS

Weiss mentions that the ZBA is reviewing a 600-page application regarding short-term rentals. The expectation is that a date will be set for a public hearing about STRs on the March 3rd ZBA meeting, and it will likely be in a separate venue.

Clark states that there was a public hearing for the Parks and Recreation 5-year master plan, and there was no public input for or against it. The Board approved it.

Clark also mentions that a liquor license application for the Celtic festival was approved.

They also approved the Parks and Rec Director job description, amending the original to also include grant writing.

Clark states that there have been no updates on federal funding. They do not yet know how it will impact DNR grants. The projects they had received grants for are in limbo, and they are unsure if they will be able to proceed as planned.

There were rumors about a pilot project proposal, which even made the Detroit Free Press. Clark states that there is no such program or plan to go forward with this.

The Road Commission has proposed an alternate traffic flow pattern running between 144th and 160th on Ottawa Beach Road. It is not a road diet, but it is switching lanes. They proposed two lanes going east, one turn lane, and one lane going west.

Clark states that there was unanimous agreement for pausing RFQ process for the Community Center, since government funding is not guaranteed. They will be pausing for a year and will discuss it in future strategic planning meetings, but no work is expected to be done in 2025.

Kleinjans mentions the insurance for the old community building was finally settled at $4.7 million. The proposed new community building is around $20 million, which is a big gap to fill.

Eade states that the ZBA unanimously approved a 10-foot setback, no comment on the petition.

Clark welcomes Trela back from maternity leave.

Item 8 ADJOURN

Motion made by Clark to adjourn the meeting.
Motion supported by Trela
Voice Vote: Ayes 4; Nays 0
Motion carried. Meeting is adjourned.

Respectfully submitted by: Lorna Milstead and Meika Weiss

MEMORANDUM

To: Park Township Planning Commission
From: Meika Weiss, Community Development Director
Date: March 17, 2025
Re: Trail View Site Condominium Planned Unit Development

Introduction

This document has been amended only slightly since the last meeting, and is presented again primarily for reference.

The proposed Trail View development is located on an approximately forty-acre parcel near the northwest corner of James and 160th. It is currently a cornfield with a wooded area in the north-central portion of the parcel.

This is being proposed as a Site Condominium Planned Unit Development with twenty single-family homes and a large pond on the east side of the parcel.

Project Zoning	R-1 Rural Estates Residential

Adjacent Zoning	
North	R-1 Rural Estates Residential
East	R-1 Rural Estates Residential AG Agriculture and Permanent Open Space
South	R-3 Low-Density Single-Family Residential
West	AG Agriculture and Permanent Open Space

Adjacent Land Use	
North	Riley Trails County Park
East	Single-family residential housing
South	Single-family residential housing
West	Blueberry field and single-family home

Project Location



Figure 1. Aerial view of parcel.



Figure 2. Aerial view in context.

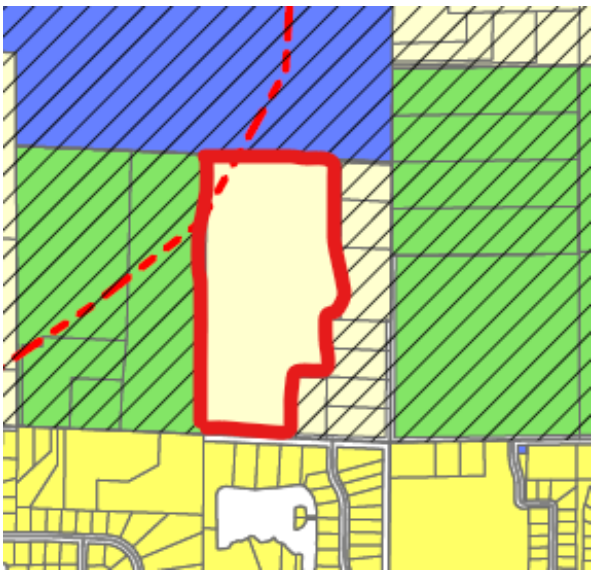


Figure 3. Future Land Use Map. Blue = Public Lands and Open Space; Green= AG Agricultural; Pale Yellow = RER Rural Estates Residential; Dark Yellow = LDR Low- and Medium-Density Residential

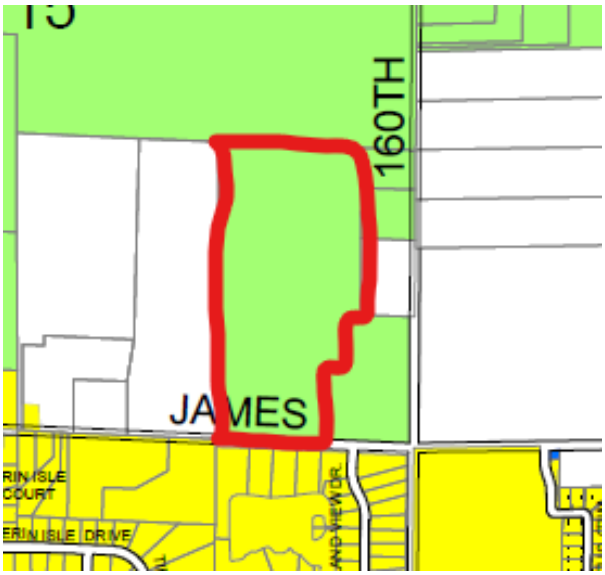


Figure 4. Green = R-1 Rural Estates Residential; White = AG Agriculture and Permanent Open Yellow = R-3 Low-Density Single-Family Residential

Planned Unit Development

A Planned Unit Development allows a developer a greater degree of flexibility in the design of a development. Although this is located in the R-1 Rural Estates Residential District, parcel sizes in this development approximate those in the R-3 Low-Density Single-Family Residential district. This more compact development is balanced by the addition of a significant area of dedicated open space. In this case, the dedicated open space will be turned over to Ottawa County Parks for public use, which will also create a buffer between the trails and the new homes.

Requested setbacks also mirror those found in the R-3 district, at 40' for a front setback, 50' for a rear setback, and 10' for side setbacks.

The lot area, lot width, building height, setback, and other dimensional and yard requirements, supplemental regulations, landscaping, signs, lighting and parking regulations and other development regulations which would otherwise be applicable to the type of land use being requested for the PUD shall be determined by the Township Board following a recommendation from the Planning Commission in order to achieve the objectives of this division. Criteria which shall be used in making these determinations shall include the following:

38-366, Development Requirements for All Uses	
(1) Number, location, size, and type of dwelling units	Twenty home sites are proposed, located on the north side of James. These are proposed to be single-family residences. Smaller parcels are just shy of half an acre at 20,250 sq. ft. while the largest parcel is nearly 1.4 acres. Nineteen homes are the by-right number of homes based on the net buildable acreage of the parcel. PUDs, however, are able to have increased numbers authorized if certain community benefits are provided. The proposed development substantially increases the size of a popular local park in addition to other elements presented in the plan. See additional note below on size and number of dwellings.
(2) Type, location, and amount of nonresidential uses proposed	No nonresidential uses are proposed.
(3) Proximity and impact of the PUD on adjacent existing and future land uses	The northern boundary of the parcel is adjacent to Riley Trails. Positioning the required open space on this property boundary mitigates potential impacts to the park. The western boundary of the parcel is adjacent to a blueberry field. The expected interactions here would involve complaints to the neighboring grower regarding overspray and use of bird cannons, trespassing, and potential impacts to

	the water table most likely when dewatering occurs for utility installation. The eastern boundary of the parcel is adjacent to single-family residences. The southern parcels are new and were sold by the developer to the current owners, so they were aware of the pond when purchasing the property and there is a signed acknowledgement to that effect.
(4) Preservation of existing vegetation or other natural features on site	The existing wooded area in the northcentral portion of the parcel is largely to be preserved. No other notable natural features are present on-site.
(5) Topography of the site	The existing topography of the site is flat and at 608-609 feet above the datum. The proposed plan grades the site by raising the area near the street to 616 at its highest level, an eight-foot increase from the existing grade. The proposed pond is to have an edge of 603 and bottom depth of 588.
(6) Provision of public and/or community water, sanitary sewer and storm sewer or approval of the Ottawa County Health Department for on-site well and septic systems	Public water and sewer extensions are planned for this project.
(7) Access for emergency vehicles to all buildings and areas	The applicant has adjusted the plan to accommodate the fire chief's request for an increase in the radius of the cul-de-sac to accommodate a ladder truck due to the presence of two-story homes. There are no outstanding concerns.
(8) Provisions for pedestrian circulation, recreational amenities, and open space	A pedestrian sidewalk is present along both sides of the street and through the cul-de-sac. Most of the open space provision is for the area to become part of Riley Trails. There is a natural-surface path proposed to connect to the park area.
(9) Traffic circulation and safety	Internal traffic circulation is limited due to size and layout of proposed development. The Ottawa County Road Commission has discussed placement of the new street with the applicant and will ultimately need to approve connections with the existing roadway.

Number of dwellings

The number of dwellings is established by calculating the net buildable acreage, which is in this case 39.47 acres. The gross site acreage is 40.03 acres. Nineteen dwellings are permitted by right, while additional dwellings up to what permitted by the gross site acreage may be granted if additional amenities or features are added to the development.

- Recreational facilities such as playground areas with play equipment, ball fields, bike paths, constructed lake, community building or similar recreation facilities, with the exception of golf courses.
- Additional landscaping to preserve or enhance the views along the roadway.

- Enhancement of existing wetlands, or creation of lakes or ponds which are not designed solely to function as retention or detention facilities, but are designed primarily as recreational or visual amenities, subject to applicable regulations.
- Provision of additional unique dedicated open space or mature stands of trees which would be of recognizable benefit to Township residents and residents of the PUD.
- Provision of a public or private community water and/or sanitary sewer system.

The significant addition of open space donated to Riley Trails, which includes a large tree stand, meets this requirement. The developer will be constructing public water and sewer extensions. There is also a large pond included in the development, but its primary purpose appears to be water detention.

With the addition of these features the Township may permit up to 20 dwellings based on gross site acreage, which is the number requested in this application.

Dedicated Open Space

In the R-1 District, a minimum of 20% of the gross site area devoted to residential use shall be permanently preserved as dedicated open space. **In this case, the minimum requirement is 7.4 acres while 15.7 acres are being preserved, which exceeds this requirement by 8.3 acres.**

Sec. 38-369 Standards for Dedicated Open Space	
Dedicated open space shall be located so as to preserve significant natural resources, natural features, scenic or wooded conditions, bodies of water, wetlands, or significant cultural features, such as existing landmark structures or vegetation.	Standard met.
A portion of the dedicated open space may be required to be located along the public road frontage abutting the site. This area shall be left in its natural condition or landscaped to provide a view compatible with the existing or desired character of the area. When required, the depth of this area shall be recommended by the Planning Commission and as approved by the Township Board, but in no case shall it be less than 30 feet, and it shall not include the road right-of-way.	The landscaping proposed along James is within a dedicated easement and will be maintained by the HOA.
If the site contains a lake, stream, or other body of water, the Township Board, following a recommendation from the Planning Commission, may require a portion of the dedicated open space to abut the body of water.	There is open space that abuts the proposed pond.
Dedicated open space areas shall be linked with adjacent open spaces, public parks, bicycle paths or pedestrian paths where practicable.	Proposed open space links with Riley Trails.

Grading in the dedicated open space shall be minimal, with the intent to preserve existing topography where practicable.	Little to no grading is proposed in the primary area of open space abutting Riley Trails. Existing topography is very flat.
Dedicated open space may consist of ballfields, tennis courts, children's play area, skate parks, swimming pools and related buildings, community buildings, and similar recreational facilities. No more than 50% of the dedicated open space may be devoted to these uses.	Not applicable.
The dedicated open space shall be available and usable for all residents of the PUD, subject to reasonable rules. Safe and convenient pedestrian access to the dedicated open space shall be provided.	There is a path between sites 10 and 11 leading to open space. The applicant has added a fence for visual demarcation along that space.
The dedicated open space shall be designed to be used primarily by residents of the PUD, but this shall not prohibit non-PUD residents from utilizing these accessory uses, provided rules for such use are set forth in the open space agreement required by Section **38-371** herein.	Open space is placed to the rear of the development, with an unadvertised path leading to the trails. Design of proposed open space appears to meet this requirement.

Pond Standards

The following are standards for pond approval, which are closely related to the earth change standards found in the section below.

In considering approval of a pond, the Zoning Administrator and the Planning Commission shall consider the following standards:

38-504 Ponds.	
(1) Whether all other permits or approvals from other governmental units or agencies have been obtained; for example, approval of the Ottawa County Drain Commissioner for any ponds that would come under the jurisdiction of that office and any approval/permit that may be under Part 301 of the Natural Resources and Environmental Protection Act (MCL § 324.30101 et seq.).	Approval from the Ottawa County Water Resources Commission will be required and approval from EGLE may be required.
(2) The location of the pond on the parcel and its proximity to adjoining parcels.	The pond is located on the east side of the parcel, with setbacks on that nearest property line between 40’ and 80’. The required minimum is

	75’ unless written consent from adjoining property owner is provided. The applicant has provided documentation indicating that nearby homeowners have assented to the pond.
(3) The potential for the pond to become a safety hazard for adjoining property or the public.	The pond meets existing standards for slope and distance to parcel lines. The introduction of the pond was discussed with new property owners when land division and sale occurred, with written acknowledgement provided.
(4) The number of other ponds on the parcel or in the vicinity of the parcel.	There are several ponds in neighborhoods on the south side of James. The nearest would be around 500’ to the south.
(5) The character, nature and size of the pond and its effect on the parcel, including the effect on other appropriate uses of the parcel.	This is a moderately-sized pond, approximately four acres in size, with a varied boundary.
(6) The potential for the pond to result in stagnant water or insect breeding so as to become a nuisance.	The size of the pond makes this unlikely.
(7) The effect of the pond on adjacent properties, on wells and the water table in the vicinity and on the health, safety and welfare of the public.	Engineering has reviewed the documents submitted and does not have concerns. Because the pond is at groundwater level and there is no positive outlet there is not reason to believe it would have an effect on neighboring properties.

Earth Change Standards

Sec. 38-505, Earth Change.	
The nature of the proposed earth change, including, without limitation, whether materials are to be excavated and removed from, or imported to, or moved upon the parcel and the purpose for the proposed earth change, together with the clearing of the land.	Materials excavated for pond are intended to remain on-site and moved elsewhere on the parcel.
The size of the parcel.	The parcel is approximately forty acres in size.
The effect of such earth change on neighboring parcels and whether such earth change can be conducted in a manner harmonious with the neighboring uses.	The proposed earth change is not anticipated to impact neighboring properties.

The potential of the earth change to create safety concerns or hazards, to cause problems with noise, fumes, dust, lights, and vibrations, to create erosion problems, to alter the groundwater table in the vicinity, to cause flooding or diversion of water, to result in the creation of sand blows, stagnant water pools, bogs and other similar problems affecting the adjacent properties and environment in the vicinity.	As mentioned in the pond section, engineering has reviewed these plans and does not have concerns.
The change in the topography and loss of natural resources.	The existing topography is quite flat with trees present only at the rear of the parcel, so loss of topographical variation or other natural resources is not a concern.
The types of trucks and other equipment to be used and the potential for traffic congestion, damage to roads, noise and debris, and safety hazards resulting from trucks and equipment used in the earth change activities.	The applicant has submitted a list of equipment types likely to be used. Work will occur primarily on-site rather than having materials trucked either on- or off-site, so significant off-site impacts are not expected but will be reviewed in the pre-construction phase.
Whether the earth change activities comply with all applicable federal, state, county, and local laws, ordinances, rules, regulations, permits, and requirements.	Ottawa County Water Resources and EGLE will either need to approve project or indicate that no permit is needed.

Tree Preservation Standards

Sec. 38-518, Tree Preservation	
Buffers. The designation of a buffer along all lot lines for a residential development boundary, including the street right-of-way, and along all side and rear lot lines for commercial or industrial development. The Planning Commission has the discretion to increase, decrease, or eliminate the buffer in whole or in part, based upon a consideration of the following factors:	The applicant is requesting a waiver of the buffer along the east and north edges of the parcel. The east side of the parcel is on the far side of the pond, and the applicant has indicated that the new homeowners there would like the pond view. The north edge of the parcel is the open space that will become part of Riley Trails. A buffer has been designated along the west side of the parcel. Scrub mixed with relatively sizable volunteer trees is present on the parcel, in addition to a treeline planted on the neighboring

	property. The developer has added two trees per parcel along the west side of the property to the site plan, also required in HOA bylaws.
a. Whether trees within or near the proposed buffer are mature trees;	As noted above, the existing treeline in the hedgerow along the west side of the property is a mature scrub line of primarily deciduous trees and a few conifers. Many of these are growing in the ditch. The property bordering the northeast similarly has a line of existing mature trees.
b. Whether the buffer contains or could contain tree stands;	Tree stands are not currently located along the west or east edges of the proposed development. Small tree stands may be able to be included in these areas.
c. The area of the proposed buffer related to the area of the overall development property;	As noted above, a 30' dedicated buffer is along the roadway, with approximately 25' buffer on the west property line.
d. The location and type of existing adjacent uses;	New residential development accomplished through land division and built by the applicant is present on the east edge of the property, with agricultural use to the west and Riley Trails to the north.
e. The type of permitted adjacent uses;	Agricultural uses are permitted to the west, and residential uses to the east and south. Riley Trails is zoned R-1, but conversion to that use in the foreseeable future is extremely unlikely.
f. The density permitted by the underlying zoning district; and	The large-lot zoning permitted in the R-1 district suggests an area where rural character more nature-focused feel is desirable.
g. The density permitted within a planned unit development when a development is sought pursuant to Chapter **38**, Article **III**, Division 8, of this chapter.	Overall density one unit per two acres.
The designation of a wildlife corridor abutting one or more lot lines of the development boundary at locations that provide a logical continuation of the wildlife corridor on the adjacent properties and beyond.	Not currently recommended.

Tree Canopies. All trees within the development shall maintain a canopy.	This is applicable only to the tree stands in the rear of the property, which are to be retained.
Tree Stands. Tree stands shall be preserved to the extent practicable within residential development.	Tree stands in the north-central portion of the parcel are to be preserved, as is the tree line on the west side of the parcel. These are the only tree stands present on the property.
Health Analysis. For residential developments with six or more building sites or units, and for commercial or industrial developments, the Planning Commission may require an inventory and general health analysis of all existing trees of six inches or greater in diameter measured at the diameter breast height, identifying the species and approximate height of each tree, performed by an arborist	See below.
Reforestation Plan. A reforestation plan of no less than 25% of the trees removed at six inches or greater in diameter measured at the diameter breast height, which removal was necessary to construct the related development infrastructure, including, but not necessarily limited to, any easements and physical improvements of internal roads, drives, public utilities, and stormwater, shall be provided. The reforestation plan shall be performed by a forester and shall include a management plan for the entire development property.	Based on the location of the proposed lots, the grading plan, and the area that is designated for open space it appears that few trees will be removed, if any. A number of trees will be planted along James and the west buffer, in addition to new street trees.

Other Considerations

Private Road

The proposed private road appears to meet all Township requirements found in Sec. 38-512 Private Roads. A street construction, paving, and maintenance plan will need to be provided in accordance with Sec. 38-515 (Site Condominium Requirements). Provision of this plan is a condition of in the attached Resolution and Report.

Signs

The proposed sign meets the Township's standard size requirements and location requirements as found in Article VI.

Lighting

Proposed lighting is downward-directed and shielded, as required by Sec. 38-488.

Parking

Proposed parking meets requirements of Sec. 38-601.

Site Condominium Requirements

Most site condominium plan requirements are mirrored in PUD requirements and so aren't duplicated here. A storm drainage and stormwater management plan needs to be provided per site condo requirements. This is included in the attached Resolution and Report.

Recommendations

Staff recommends that the Planning Commission recommend approval to the Township Board.

Standards and conditions are included in the attached Resolution and Report.

EXCERPTS OF MINUTES

At a regular meeting of the Park Township Planning Commission, Ottawa County, Michigan, held at the Township Hall at 52-152nd Avenue, Park Township, Ottawa County, Michigan, on the 27th day of March, 2025, at 6:30 p.m., local time.

PRESENT: _____

_____

ABSENT: _____

After certain other matters of business were concluded, the Chairman stated the next order of business was the consideration of a proposed resolution and appended report recommending to the Park Township Board that the proposed BauVan West Land Company LLC Trail View Planned Unit Development project be approved with conditions. After discussion, the following resolution was offered by _____ and supported by _____.

RESOLUTION

WHEREAS, BauVan West Land Company LLC, a Michigan limited liability company whose registered address is 297 Douglas Avenue, Holland, Michigan 49424 (the "Developer") has applied to the Township for approval of a Planned Unit Development site condominium project consisting of 20 sites to be located on those lands and premises located generally on the northern side of James Street, West of 160th Avenue in Park Township, Ottawa County, Michigan, currently identified as Tax Parcel ID #: 70-15-15-400-024, and described specifically on Exhibit B (the "Project"); and

WHEREAS, the Developer submitted and the Planning Commission reviewed the preliminary PUD development plan for the Project, and the Planning Commission made recommendations to the Developer as provided in Sec. 38-373(e) of the Park Township Zoning Ordinance (the "Zoning Ordinance"); and

WHEREAS, the Developer then submitted a Final PUD development plan development plan as provided in Sec. 38-373(f) of the Zoning Ordinance; and

WHEREAS, the Planning Commission held a public hearing on the Final PUD development plan on March 27, 2025 as provided in Sec. 38-373(h) of the Zoning Ordinance; and

WHEREAS, the Planning Commission has reviewed this resolution and the attached report (Exhibit A), and has determined to recommend that the Township Board approve the Project as a Planned Unit Development subject to the conditions contained in the report.

THE PARK TOWNSHIP PLANNING COMMISSION RESOLVES THAT:

1. The Park Township Planning Commission adopts the attached Report (Exhibit A) and recommends to the Park Township Board that the Project be approved as a Planned Unit Development, subject to the conditions contained in the Report.

1. All resolutions in conflict in whole or in part with this Resolution are revoked to the extent of such conflict.

Yes:

No:

Resolution declared adopted.

Dated:

_____

Planning Commission Secretary

CERTIFICATE

As the Secretary of the Planning Commission of the Township of Park, Ottawa County, Michigan, I certify that the foregoing is a true and complete copy of a resolution adopted by the Planning Commission meeting held on the March 27, 2025. I also certify that public notice of the meeting was given pursuant to and in full compliance with the Michigan Open Meetings Act (1976 PA 267, as amended), and that the minutes of the meeting were kept and will be or have been made available as required by said Act.

_____

Secretary

EXHIBIT A

TRAIL VIEW PLANNED UNIT DEVELOPMENT

REPORT OF THE PLANNING COMMISSION OF PARK TOWNSHIP

Pursuant to Sec. 38-373(g) of the Park Township Zoning Ordinance

March 27, 2025

Part 1. Background and Final Development Plan.

Pursuant to the provisions of the Park Township Zoning Ordinance (the "Zoning Ordinance"), the following is a report of the Park Township Planning Commission (the "Planning Commission") concerning an application by BauVan West Land Company LLC (the "Developer") for approval of a Planned Unit Development for a 20-unit site condominium project (the "Project"), to be located on lands in Park Township, Ottawa County, Michigan, described on attached Exhibit B (the "Premises"). The Project is generally located on the northwest corner of 160th St. and James Ave., currently identified as Tax Parcel ID #: 70-15-15-400-024, and consists of twenty (20) single-family site condominium units, a private drive (name to be determined), public water and public sewer systems, a retention pond, an area of dedicated open space to be deeded to Ottawa County Parks, landscape/tree preservation buffers on the south and west edges of the Property, and other related site improvements on approximately forty (40) acres of Property, as described more specifically in the final site plan (the "Final PUD development plan") which is presently on file with the Park

Township Community Development Director. The Final PUD development plan shall consist of all the following:

1. Preliminary Wetland Determination by Peterson Environmental LLC, dated January 4, 2021
2. Report of Geotechnical Investigation Materials Testing Consultants (MTC), dated January 15, 2025
3. Sample building plans from Baumann Building Inc., titled Aster, Thornapple, Big Star, Dumont, Bella Vista, Mission Point, Charlevoix, Portage
4. Trail View signage plan, by Midwest Sign Company
5. Open Space Documentation from Ottawa County Parks, titled Riley Trails Expansion Project, and including map and Draft Agreement for Transfer and Donation of Real Estate
6. Declaration of Covenants and Restrictions, dated October 4, 2023
7. Dykgraaf Excavating Equipment List
8. Existing trees exhibit consisting of two photos and two aerial views
9. Master Deed and Bylaws
10. Draft Exhibit B, Survey & Easement Plan
11. Site Plan Set, dated 1/17/25 and consisting of:
    a. Illustrative Site Plan
    b. Cover Sheet (C-100)
    c. Existing Site Conditions Plan (C-201)
    d. Preliminary Site Layout Plan (C-205)
    e. Preliminary Utility & Grading Plan (C-300)
    f. Open Space Plan (C-901)
    g. Landscape Plan (L-100)

Part 2. Planning Commission Recommendation.

The Planning Commission recommends that the Park Township Board grant the request that the Project be approved as a Planned Unit Development, subject to all of the conditions contained in this Report.

Part 3. Conclusions and Basis for Decision/Recommendation.

1) The Planning Commission has determined that the Project is consistent with and promotes the intent and purpose of the Zoning Ordinance (Chapter 38, Article III, Division 8 of the Park Township Code regulating Planned Unit Developments). The Planning Commission has determined that the Project meets the considerations and standards provided in Section 38-373(i), as detailed below.

Sec. 38-373(i) PUD Standards of Approval	
(1) The PUD will result in a recognizable and substantial benefit to ultimate users of the project and to the community, and the benefit would otherwise be unfeasible or unlikely to be achieved.	The proposed PUD increases the area of a popular County Park (Riley Trails) in addition to providing 20 homesites. Clustering the 20 homesites on the southern portion of the property creates a sizable buffer between these new houses and Riley Trails, and the donation of the open space property to the Ottawa County Parks results in a recognizable and substantial benefit to the community. The Planning Commission has determined that this standard has been met.
(2) The PUD will not result in a significant increase in the need for public services and facilities and will not place a significant burden upon surrounding lands or the natural environment, unless the resulting adverse effects are adequately provided for or mitigated by features of the PUD as approved.	The proposed PUD includes 20 homesites and is located adjacent to the northern edge of the more-settled area of the Township. As a result of these two factors, neither a substantial increase in public services or facilities, nor a significant burden on surrounding lands or the natural environment, is anticipated. The Planning Commission has determined that this standard has been met.
(3) The PUD will be generally compatible with the Master Plan and consistent with the intent and objectives of this Chapter **38**, Article **III**, Division 8, and this chapter.	The proposed PUD is compatible with the Park Township Master Plan, which designates the subject parcel as RER, Rural Estates Residential, which corresponds to the R-1 Rural Estates Residential zoning district. The proposed PUD further meets the purpose of a PUD as stated in Sec. 38-363(a), “The purpose of planned unit development ("PUD") regulations is to encourage and allow more creative and innovative design of land development and use than is possible under conventional zoning district regulations. Planned unit developments are intended to allow flexibility in planning and in designing development proposals, which ideally results in a development that contains more amenities through preservation of natural and cultural

	resources, and through providing a combination of complementary uses. The result is ultimately a development that is more desirable than one produced in accordance with conventional zoning ordinance and subdivision controls." The Planning Commission has determined that this standard has been met.
(4) The PUD will not result in significant adverse effects upon nearby or adjacent lands and will be generally compatible with the character of the surrounding area.	The proposed PUD will not result in significant adverse effects upon nearby or adjacent lands. The challenges inherent to placing residential development adjacent to blueberry fields is known, but buffers have been provided. The proposed PUD will be generally compatible with the character of the surrounding area. The Planning Commission has determined that this standard appears to be met.
(5) The PUD will protect all floodplains and wetlands from filling, except as approved for essential services or recreation amenities.	There is no floodplain present on or near this parcel. The plan eliminates grading so the small area of wetland going through lots 10 and 11 will remain undisturbed. The Planning Commission has determined that this standard has been met.
(6) The PUD will preserve and maintain mature woodlands, fields, pastures, and meadows and create sufficient buffer areas to minimize conflicts between residential and agricultural uses.	The proposed PUD will preserve and maintain the wooded area in the center of the northern part of the parcel. The Planning Commission has determined that this standard has been met.
(7) The PUD will leave scenic views and vistas unblocked or uninterrupted, particularly as seen from public road rights-of-way, insofar as practicable.	The proposed PUD will affect the view from the street, but although it is attractive rural scenery it may not be considered a notable scenic view or vista. The view of homesites near the road have been mitigated by landscape plantings, as indicated below. The Planning Commission has determined that this standard has been met.
(8) The PUD will protect the rural roadside character where desirable.	The proposed PUD includes a line of mixed trees along James Avenue, and will protect the rural roadside character. The Planning Commission has determined that this standard has been met.
(9) Pedestrian walkways may be provided so that pedestrians can walk safely and easily throughout the site.	A sidewalk is proposed for both sides of the street in this neighborhood, as well as a natural-material path connecting to the dedicated open space and Riley Trails. The Planning Commission has determined that this standard has been met.
(10) The individual lots, buildings, roadways, and open space areas are designed to minimize the alteration of natural and environmental site features.	A former cornfield, the parcel as it exists is relatively devoid of natural site features. As noted above, an existing wooded area will remain. The Planning Commission has determined that the standard has been met.

(11) The PUD will be adequately served by public utilities and services such as police and fire protection or public or on-site community water or sanitary sewer.	The proposed PUD will be served by public water and sewer, which is going to be extended by the Developer. Storm drainage facilities can be adequately addressed with appropriate conditions from the Ottawa County Water Resources Commissioner. Since the Project is adjacent to existing residential development, it isn't expected to create noticeable additional demand on fire or police services. The Planning Commission has determined that this standard has been met.
(12) The PUD shall be in compliance with all applicable federal, state, county, and Township laws, ordinances, and regulations.	Staff has reviewed applicable standards and this standard appears to be met. The Developer is required to ensure continued compliance with all applicable standards.
(13) If a PUD is to be completed in phases, the PUD shall be designed so that each phase is complete in and of itself, in terms of services, facilities and open spaces, and so that each phase contains all of the features necessary to ensure the protection of natural resources and the health, safety and welfare of the users of the PUD and the occupants of the surrounding area. The Planning Commission may recommend and the Township Board may require that neighborhood amenities such as recreational facilities, walkways, and similar facilities be completed upon occupancy of a determined number or percentage of dwelling units or nonresidential uses.	This is intended to be a single-phase project. The Planning Commission has determined that this standard has been met.

2) The density of the Project based on gross site acreage is 2 acres per unit. This is a total of no more than twenty (20) home sites, reflecting a one-unit density bonus based on the community benefits provided, which include a substantial increase in the size of the Riley Trails County Park.
3) The amount of open space provided in the Project will be 15.7 acres, while the minimum required is 7.4 acres.
4) The Project is compatible with the Park Township Master Plan, as noted above.

Part 4. Conditions of Approval.

The conditions that the Planning Commission recommends the Township Board impose with respect to the approval of the Project as a Planned Unit Development are as follows.

1) *Compliance with and Changes to Final PUD development plan.* Except as expressly modified or revised by these conditions, the Developer shall comply with all the agreements, plans, representations, and warranties included in the Final PUD development plan, as approved by the Township Board. No changes shall be made except upon the mutual written consent of the Township Board and the Developer, except for minor amendments which may be approved by the Zoning Administrator with notification of the Planning Commission, as required by Sec. 38-375 of the Zoning Ordinance.
2) *Compliance with Law*. The Project shall at all times comply with all applicable federal, state, and/or Ottawa County laws, rules, regulations, or requirements.
3) *Revision to Conditions*. No revision or change of these conditions shall be made except by Park Township Board Action after first holding a public hearing, with notice of such hearing to be given as then required by law for Township Board hearings with respect to Planned Unit Development Projects, as required by Sec. 38-375 of the Zoning Ordinance.
4) *Binding Effect of Conditions*. These conditions shall be binding on the Developer and all successor owners or parties of interest in the Project.
5) *Transfer of Approval*. The Planned Unit Development approval shall be personal to the Developer and shall not be transferred by the Developer to a third party without prior written consent of the Township Board, except that the Developer may sell any condominium unit or home site within the Project following completion of the Project without first obtaining the Township Board's written consent.
6) *Additional Conditions*. The right is reserved by the Township to impose additional conditions if reasonably necessary to incorporate representations made by the Developer to the Planning Commission or the Township Board in writing or at a public meeting.
7) *Conflicts*. In the event of any conflict between these conditions and the Final PUD development plan, these conditions shall control. In the event of any conflict between documents included in the Final PUD development plan, the more rigorous requirement shall control.
8) *Violations*. Any violation of these conditions shall constitute a violation of the Zoning Ordinance and, in addition to the remedies provided therein, shall be cause for the Township Board to suspend or revoke any zoning or building permit applicable to the project.

9) *General Compliance with Zoning Ordinance*. Except as expressly and specifically modified by the Final PUD development plan, the Project shall comply with all applicable requirements of the Park Township Zoning Ordinance, as well as all other Township Ordinances, as the Ordinances may be amended from time to time. Without limiting the generality of the preceding sentence, the Developer and the Project shall comply with all applicable provisions of the Zoning Ordinance which pertain to the R-1 Rural Estates Residences zoning district except for parcel sizes and setbacks, which shall reflect those approved in this site plan and otherwise as required in the R-3 Low-Density Single-Family zoning district. All accessory buildings and structures to be included as part of the Project shall be subject to all restrictions and requirements contained in the Zoning Ordinance Section 38-491 for residential zoning districts.

10) *Utilities and Easements required*. The Developer shall grant appropriate easements to private utility companies for electrical distribution, telephone, natural gas, cable television, fiber optics, broadband internet, and other similar utilities and services, all of which must be installed underground. The Project shall be serviced by public water and sanitary sewers. The water and sanitary system mains to be located in the Project shall be designed, acquired, constructed, and completed in compliance with all ordinances, rules and regulations, and requirements of the Township, Holland Charter Township, and Holland Board of Public Works as is applicable. Easements for public water and sanitary sewers shall meet the requirements of the Township, Holland Charter Township, and Holland Board of Public Works. In addition, the Developer shall grant appropriate easements for the construction and maintenance of the private road (as required by the Township) and the stormwater management system (as required by Ottawa County Water Resources Commissioner) to be constructed as part of the Project.

11) *Lighting*. All lighting facilities shall be equipped with shielding to reflect the light downward and away from adjoining properties, as required by Sec. 38-488 of the Zoning Ordinance.

12) *Signage*. Signage shall be constructed as reflected in the approved site plan and shall comply with the requirements of Article VI of the Zoning Ordinance.

13) *Private Road and Driveway Requirements*. Units 1 and 20 shall only be permitted driveway access onto the private road, and shall not have driveway access to James St.

Prior to the Township issuing any building permits for any building or unit within the Project, the private drive identified on the Final PUD development plan shall be constructed

and completed in accordance with all requirements of the Ottawa County Road Commission, and the requirements of the Zoning Ordinance for private roads (see Sec. 38-512 of the Zoning Ordinance). The Developer shall submit a street construction, paving, and maintenance plan to the Township, which will be subject to review and verification by the Township Engineer. The Developer shall provide the Township with a copy of all necessary written approvals from the Ottawa County Road Commission for items pertaining to the private road (e.g., approval of the name of the private road, approval of the private road as it meets James St., etc.). The Developer shall also submit to the Township for the Township's review and approval a private road maintenance agreement or a Master Deed that shall include provisions for the maintenance of and access to the private drive, which shall include all of the provisions listed in Sec. 38-512 of the Zoning Ordinance.

If repairs to and maintenance of the private drive are not made to maintain the private drive in reasonably good and usable condition, the Township shall have the authority, but not the obligation, to repair and maintain the road and assess the condominium owners for the total cost, plus an administrative fee of ten percent (10%) of the total cost of such repairs and maintenance.

14) *Drainage approval*. No zoning or building permits shall be issued for the construction of a building or structure within the Project until the Ottawa County Water Resource Commissioner has approved in writing the construction plan for the Project as a whole, and has approved the construction plan for the particular building site and a copy thereof has been delivered to the Township. No occupancy permit shall be issued for a building or structure within the Project until the Township has received written approval from the Water Resource Commissioner that the stormwater infrastructure required for the Project as a whole and the stormwater infrastructure required for the particular building site to be occupied by the building or structure has been completed to the satisfaction of the Water Resource Commissioner and the stormwater infrastructure has been established as a County drain in accordance with Section 433 of the Michigan Drain Code. The Developer shall pay all costs incurred in obtaining this written opinion from the Water Resource Commissioner.
15) *Detention pond*. The detention pond shall be constructed as per Sec. 38-504 of the Zoning Ordinance and the Final PUD Development plan, including the requirement that the engineer who prepared the drawings of the pond shall certify that the pond has been constructed in accordance with the drawings. The engineer's certification shall be made

within 30 days of the completion of the pond and the Township Engineer shall verify such compliance.

16) *Removal of Soil*. If any sand, topsoil, or other such material is to be removed from the parcel on which the pond will be located, then the Developer shall comply with all requirements of Sec. 38-505 of the Zoning Code and all other Township ordinances, rules, and regulations as well as all requirements of all county, state, and federal ordinances, statutes, laws, rules, and regulations. No topsoil, sand, gravel, or other such materials shall be removed from the premises, unless prior approval is granted by the Zoning Board of Appeals as required pursuant to Sec. 38-505 of the Zoning Code. Removal of any topsoil, sand, gravel, or other such materials, if approved by the Zoning Board of appeals, shall be completed in accordance with any conditions imposed by the Zoning Board of Appeals. There is no assurance that the Zoning Board of Appeals will approve the soil removal proposed if necessary as part of constructing the pond for the Project.
17) *Buffers*. A 30' buffer along James St. shall be installed by the Developer and shall be maintained by the association on lots 1 and 20 of the Trail View Association. A 25' buffer is also required on the western edge of the site and shall be installed and maintained accordingly. Existing trees must remain and two additional trees must be planted on each property as indicated in the site plan. The buffer requirement has been waived for the north and east sides of the property.
18) *Permanent Open Space and Ottawa County Parks.* The Developer has agreed to grant the open space area of the Project to Ottawa County to be included as part of the Ottawa County Parks, in particular as an addition to Riley Trails. Ottawa County, as the Grantee, shall use and maintain the dedicated and donated open space property exclusively as a public park, and any development or use of the dedicated and donated property shall be limited to activities that support its function as a public park. This restriction is intended to run with the land and shall be binding upon Ottawa County as the Grantee, and its successors, and assigns. Uses of this dedicated and donated open space property must be limited to uses allowed by the published park rules for this site. Maintenance of the dedicated and donated open space property and any built facilities by park staff, volunteers, or hired contractors will be to the same standard as other similar areas of the park. It should be noted that most of the area is intended to be kept in a natural state. Management of

natural areas would be in accordance with natural resource management goals established by Ottawa County Parks.

19) *Dewatering.* Dewatering activities may only take place between September and April, outside of blueberry growing season; any dewatering activities that take place in the months of May through August will be deemed a violation of these conditions and the PUD approval. The Developer will be responsible to provide potable water for any residence or business within the influence area of the project impacted by any dewatering operation within 12 hours of loss of potable water from a private well.
20) *Outside approvals.* Appropriate approvals must be secured from the Ottawa County Water Resources Commission, Ottawa County Road Commission, Holland Board of Public Works, and the Holland Charter Township Public Works Department, and any other required state or federal agency. The Developer shall provide the Township with documentation affirming necessary approvals prior to start of construction.
21) *Substantial Construction Date and Phasing*. The PUD shall be under substantial construction within one year after the date of the final PUD development plan and adoption by the Township Board of a resolution that includes a report stating all conditions of approval of the PUD, as required by Sec. 38-377 of the Zoning Ordinance. If the Developer cannot comply with this condition, the Developer may request the Township to extend this completion date following the established processes found in Sec. 38-377 of the Zoning Ordinance.
22) *Acceptance and Agreement.* If the Developer elects to proceed with the Project, then the Developer shall be deemed to have accepted and agreed to comply fully at all times with all of the terms and provisions of this resolution and report. The bylaws shall include language that provides that the Project shall at all times comply with the provisions, requirements, and conditions of this Planned Unit Development approval.
23) *Recording with the Register of Deeds.* The Developer shall, at the Developer's sole cost and expense, record a document with the Ottawa County Register of Deeds to inform potential purchasers of any of the Property involved in the Project that the Project is subject to a planned unit development approved by the Township, the conditions and regulations of which may be reviewed by any interested person in the Township Community Development Office. The Developer shall submit to the Township a copy of the recorded document within sixty (60) calendar days after approval of the Project to the Township Board.

EXHIBIT B

Lands located in the State of Michigan, County of Ottawa, Township of Park, described specifically as follows:

> Part of the Southeast ¼ of Section 15, Town 5 North, Range 16 West, Park Township, Ottawa County, Michigan, described as: Commencing at the Southeast corner of said Section; thence N87°19’22”W 671.48 feet along the South line of said Section to the Point of Beginning; thence continuing N87°19’22”W 658.00 feet along said South line; thence N00°14’24”E 1975.46 feet; thence S87°20’25”E 976.01 feet; thence S00°31’00”S 1116.72 feet, parallel with the East line of said Section; thence N87°19’22”W 92.40 feet; thence S00°31’00”W 422.17 feet; thence N87°19’22”W 216.08 feet; thence S00°31’00”W 436.49 feet to the Point of Beginning. Contains 40.02 acres. Subject to easements, restrictions and rights-of-way of record. Also subject to highway right-of-way for James Street over the most Southerly 33.00 feet thereof.

NEDERVELD

January 16, 2025

Ms. Meika Weiss
Community Development Director, Park township
52 152nd Avenue
Holland, Michigan 49424

RE: Trail View Site Condominium Submittal

Dear Ms. Weiss:

Attached you will fine Ten (10) copies of the Final PUD for the Trail View project in Park Township. An electronic copy of the submittal package has also been submitted for your records. This package includes the following:

This package includes the following:

- This cover Letter
- Project Narrative
- Wetland Report
- Soil Borings
- Sample Building Plans
- Trail View Sign
- Open Space Documentation from Ottawa County Parks
- Covenants and Restrictions
- Excavating and Equipment List
- Existing Trees Exhibit
- Master Deed and Bylaws
- Draft Exhibit B
- Rendering
- Site Plan Set – 24x36

Should you have any questions or require additional information, please don't hesitate to contact me at (616) 575-5190 or via email at choyt@nederveld.com.

Sincerely,

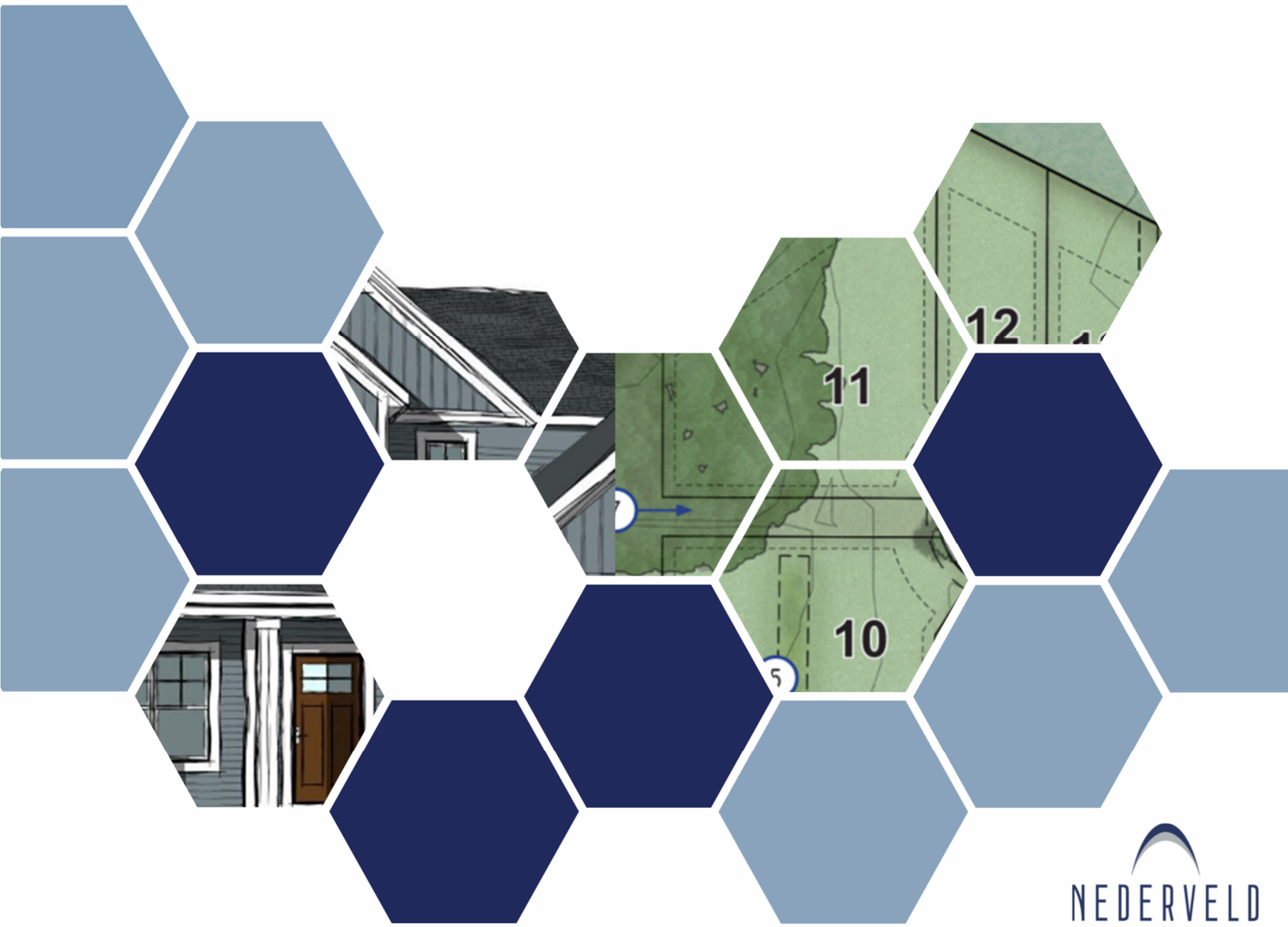


Chuck Hoyt
Project Manager, Nederveld

217 Grandville Ave. SW I STE. 302 I Grand Rapids, MI 49503
P: 616.575.5190 I www.nederveld.com I F: 616.575.6644

Trail View

Park Township, Michigan



NEDERVELD

PROJECT NARRATIVE

January 17, 2025 Resubmittal

The following updates have been made to the site plan or have been provided as an attachment to this submittal pursuant to the Planner's Memorandum dated December 6, 2024 and the Planning Commission meeting minutes from December 19, 2024.

Buffers and Landscaping

- During the Planning Commission meeting, there was discussion of the woodlands buffer at the western property line of the property. This existing treeline is substantial and provides for a significant buffer to the adjacent property. A treeline exhibit has been provided within this plan set which provides images of this existing buffer.
- Increased plantings have been included along James St to provide additional buffer in along that corridor. These plantings should provide visual protection to and from the Trail View residences, but also not creating an opaque "wall" of landscaping which is neither attractive nor safe. The plantings shown provide a fenestrated view with plantings of multi-seasonal interest, which will create a high quality streetscape for James St and Trail View.

Open Space

- Sheet L-100 now includes a notation of the "Ottawa County Woodland Restoration Area". This area, as shown within the open space documentation from Ottawa County Parks, is intended to be re-planted with trees and other plantings by the Ottawa County Parks as part of the Riley Trails expansion. While the applicant does not have any control over this, nor any further specifics of the restoration, this notation is included within the plan as was discussed in the Planning Commission meeting.
- The pathway to the Riley Trails portion of the Open Space now includes a proposed vinyl fence along either side of the path, demarking the limits of the pathway. This is in specific response to the request that the boundary is clear between the houses and adjoining the park.

Pond Standards

- It is understood that approval from the Ottawa County Water Resources Commission is required for the stormwater detention pond. It should also be noted that a 433 Drain District agreement will be entered into by the applicant.
- Written consent from the property owners to the east, where the pond has less than the 75' required setback from the property line, has been provided within this resubmittal. The Covenants and Restrictions document specifically notes the consent by the owners of the pond being located on the property line (although it is set back 40').
- It should be noted that the slope of the pond was discussed during the Planning Commission meeting. The required slope of a stormwater detention pond, as regulated by the Ottawa County Water Resources Commission, is 1:6. Nederveld has created the pond for Trail View at a 1:7 slope. So one would need to be 21' into the pond for the water level to be a 3'. This provides a very safe environment for the residents of Trail View as well as neighboring properties, whose preference is that a clear view of the pond is maintained.
- 38-504 (6) discusses the potential for the pond to result in stagnant water or insect breeding so as to become a nuisance. It should be noted that the depth of the pond is 17' at its deepest. At that depth, natural circulation, due to the varying temperatures effecting the water density, will occur. That

circulation will prevent bacteria, algae, or excessive insects from forming at the water surface. In the event that any of the unwanted nuisances occur at this pond, the Homeowners Association at Trail View or any management company that they hire will be responsible for mitigating these nuisances. This can include bubblers, aerators, fountains, or any other preventative measure. It should be noted, however, that the potential for the need for any of these items is low.

- 38-504 (7) discusses the effect of the pond on adjacent properties, on wells, and the water table in the vicinity and on the health, safety, and welfare of the public. The proposed stormwater pond at Trail View will not effect the adjacent properties' wells or groundwater. There will be no dewatering for the pond construction, therefore no temporary impact to the adjacent wells or groundwater is expected. During pond construction, minor evaporation of groundwater is possible, but at such an insignificant rate that will not effect the groundwater or neighboring wells. Regarding the long term impact of the pond, the geotechnical report notes that the groundwater was encountered at an average elevation of 605 on the site. As the ordinary high water mark of the pond is at this same elevation, there is no resulting hydrostatic pressure which will impact any neighboring water tables. This pond will simply exist within the water table without drawing any water away from neighboring sites nor forcing any water out onto other sites. In particular, the blueberries being grown to the west will not be negatively impacted by the construction of or the existence of the stormwater pond at Trail View. The blueberry field, being over 500' away from the stormwater pond, will not see any impact of the stormwater pond. The pond will not cause any impact on the health, safety, or welfare of the general public. It will simply be a water feature for the neighborhood, a destination for Riley Trails users, and a general asset to neighboring properties.



Earth Change Standards

- Sec 38-505 notes the effect of the earth change on neighboring parcels and whether such earth change can be conducted in a manner harmonious with neighboring uses. The proposed earth change will have minimal impact on neighboring uses and no excessive slopes or negative grading impacts are proposed. The earth change at the Trail View site will mostly entail grading at the stormwater pond, which will be done entirely on site, and the raising of the elevation of the road, which will be done with soils obtained from the stormwater pond excavation. None of these activities will have any negative impact on the neighboring sites.
- Sec 38-505 also notes the potential of the earth change to create safety hazards. As noted in the pond section above, the construction of the stormwater detention will not create safety hazards or cause any diversion of water from neighboring properties. Nor will any other earth change, including road construction or excavation for homes, have any negative impact on neighboring properties.
- Sec 38-505 requests the types of trucks and other equipment to be used on this site and the potential to cause negative effects. A list of the equipment to be used on the Trail View site has been provided within this resubmittal. Any work done within the right-of-way or on pavement is typically done with equipment on wheels. If a tracked machine is required for the work, protective measures such as mats would be used to prevent dirt and mud migration. If the work is to be done in the road, a right-of-way permit and road closure plan is coordinated. The contractor for this work is an experienced and professional group, working under the management of the applicant, themselves very experienced in this type of development,

therefore rest assured that all precautions will be undertaken.

Tree Preservation

- Sec 38-518 discusses the designation of buffers. Note the buffers and landscaping discussion above. The noted improvements are also intended to address the note regarding the area of the proposed buffer related to the area of the overall development property.
- With regard to a reforestation plan, which requires replanting of 25% of the trees removed to be replaced, there are no trees planned to be removed on the Trail View site. However, as noted above, a significant amount of reforestation is planned for the Riley Trails open space portion of the site which is currently devoid of trees. This park expansion area will include tree installation and trail expansion, which would be a great asset to the community and Trail View.

Other Considerations



- A street construction and paving plan is documentation that can be provided during the construction document phase of the project. Construction plans and paving details are an integral part of the engineered construction drawings and are part of a set of drawings that gets submitted to review agencies, including the Township Engineer and the Road Commission. Those detailed construction drawings are done in conjunction with utility plans, final grading plans, stormwater plans, and all other engineering details of the project. The applicant's engineer will provide those drawings to all review agencies, as well as the Park Township Planning Department, for review and approval when complete. The maintenance of the roads is the responsibility of the Trail View Homeowners Association. The road will be a General Common Element and therefore the regular maintenance including plowing, repairs, regrading, or other maintenance activities will be handled by the HOA or the assigned management company.
- The sign has been relocated out of the drainage area.
- A storm drainage and stormwater management plan, much like the street maintenance, is the responsibility of the Trail View Homeowners Association. Specifically, the Master Deed will state:

"It is anticipated that the storm drainage systems will require routine maintenance to maintain soil porosity and function of the basins. The Association shall be responsible for the maintenance and repair and replacement of all storm drainage facilities and structures including any rain gardens or retention areas within the project. The Association shall also be responsible to pay for and construct any additional improvements that may be needed in the future for storm drainage purposes. "

  The stormwater detention basin will be monitored by the HOA and any necessary improvements will be made.
- Note that the road intersection has now been relocated 90' to the east, based on comments from the Ottawa County Road Commission.
- A draft Master Deed and Bylaws, as well as conceptual Exhibit B, are included within this revised plan set.

UPDATES 12.12.24

The following discussion is pursuant to the Site Plan/PUD/Site Condo Review for Trail View completed by the Community Development Director dated November 25, 2024.

- A wetland delineation has been provided within this resubmittal. This delineation identified several areas of wetland throughout the site. However, the areas are generally isolated pockets of wetland or streams which run alongside of the property line. These areas of wetland are now depicted on the revised site plan set. The proposed development will not disturb any of those areas of wetland and will therefore not require any EGLE permitting or other regulatory measures. If any modifications to the plans are made which will then cause an impact to wetland areas, then proper permitting processes will be followed.
- Proposed signage is now shown on the site plan set and a conceptual rendering of the proposed sign is provided as well.
- Additional landscaping notes and details have been provided within the site plan set.
- A detail of the typical street light fixture is provided within the site plan set.
- Regarding the building heights, the existing grade, as shown on the existing conditions survey, is generally located at an elevation of 608.5. In the R-1 zone district, the maximum building height is 35 feet. Per the Ordinance, this height is measured from the existing elevation (608.5). Therefore, the maximum elevation of a structure at Trail View will be limited to 643.5 (608.5 + 35). With the currently proposed architecture, the roads must not be higher than roughly 613 in elevation. If the roads are 613 or lower, then the following math applies:

  road = 613
  basement = 608 (typically 5' below road)
  FFE = 617
  2nd floor elevation = 626
  ceiling of 2nd floor = 634
  maximum roof height = 643.5
  Roof structure cannot exceed 9.5 feet in height.
- Regarding timeline, the applicant intends to proceed with site infrastructure designs and permitting upon Site Plan approval. The construction of the infrastructure is planned to begin upon all agency approvals. The period of time estimated from when construction begins to when vertical construction ends is four (4) years. There is no proposed phasing or staging of this project; it will be done all in one phase.
- The Trail View project applicant, BauVan LLC, is a subsidiary of Baumann Building Inc. Baumann has a proven record of constructing high quality homes and vibrant neighborhoods. Baumann is an experienced developer and can point to many successful development projects throughout West Michigan. This project will be self-financed by Baumann Building Inc. and the Baumann team is willing to discuss further details of this with Park Township staff.
- The plan set has been updated to include a the parcel lines, streets, zoning, and uses of land in a vicinity sufficient to indicate the character of the area surrounding the development. It also now includes the driveways opposite of the site.
- Details regarding the open space at the northern end of the site have been provided within this resubmittal. A "Riley Trails Expansion Project" description, written by Curt TerHaar, Coordinator of Park Planning & Development for Ottawa County, has been provided which describes the nature of the project as well as Ottawa County's anticipated use and maintenance of the property. A concept sketch of the proposed expansion/restoration area of the property is included as well. Finally, the draft Agreement for Transfer and Donation of Real Estate, the agreement between BauVan Inc and Ottawa County Parks, has been provided for review. The intent is to execute this agreement upon entitlement approval from Park Township.
- The proposed pond is a stormwater retention pond intended to accommodate the stormwater needs for the Trail View project. The pond has been designed in accordance with the Ottawa County Drain Commissioner standards, and in the case of the slopes leading to the basin, exceeds the standards. The

slopes have been designed at a 1:7 slope whereas the Drain Commissioner's requirements are 1:6. This additional precaution has been made to protect those persons who might wander within the area of the pond to not encounter a slope which might cause a slip and fall into the pond. While no direct use of the pond is anticipated, this safety precaution was deemed essential.

- The site plan set now provides dimensions of the pond and an overall footprint size of the pond.
- Note that the plan set contains information regarding the depth of the pond, the normal water elevation, the contours of the side slopes, but also now includes a calculation of the volume of soil to be excavated for the pond.
- Note that on the east side of the pond, the existing woodlands/treeline will remain as a buffer from the pond to the existing neighbors. This buffer will act as landscaping, a visual buffer, and as a further safety precaution for the pond.
- The proposed pond will have no substantial effect on the water table of any parcels within the vicinity of the pond. The current water table on the site is at an elevation of 603.00 and the normal water surface elevation for the proposed retention pond is 603.00 as well. Therefore, no substantial adverse effect on neighboring properties due to the existence of the pond is anticipated. Due to sandy soils, as well as no outlet for the pond, no drawdown of water from neighboring properties is anticipated.
- Any provisions for maintenance of the pond will come from the condominium association or their property management company. This includes bubblers, aerators, or fountains. Note, however that the depth of the pond is 15' to the normal water elevation, so natural occurrences (temperature fluctuation) should prevent any excessive algae buildup.



- Soil borings, conducted by a certified geotechnical engineer, will be conducted on the site as required and will be provided to the Planning Department when available.
- The hours of operation relating to the construction of the pond will be deferred to the excavating contractor, as this is a means and methods question, but the applicant is willing to discuss during the Planning Commission meeting.
- No stumps or other materials are anticipated to be present as this will be a man-made pond.

PROJECT OVERVIEW

Trail View is a new site condominium community proposed for the north-west corner of James and 160th in Park Township. This community features 20 lots with free standing single family homes, all used for a residential purpose. This community is located near multiple parks, beaches, stores, restaurants, schools and churches. This submittal is pursuant to a preapplication to the Planning Commission as defined in Sec. 38-373 (5) of the Zoning Ordinance.

The owner of the property is BauVan West Land Co, LLC, which is a subsidiary of Baumann Building, a locally owned and operated company in Holland for over 25 years. Baumann Building prides itself on offering a variety of housing options and catering to a wide price range for our customers. The vision for Trail View is a mix of ranch, two story and 1 ½ story homes, many of which will have finished lower levels. All homes will have a minimum of two attached garage stalls, with many of the homes having 2 ½ or 3 garage stalls. Building heights and sizes will vary to cater to a wide audience of buyers.

We do not believe this community will pose any adverse effects on the community. In fact, we believe that additional single family housing options in Park Township will only enhance our community and will positively impact our local school systems as well as our many local businesses. Enclosed you will find a concept plan depicting the proposed lot layout, road placement, and anticipated stormwater sizing.

The following sections of this narrative discuss the divisions of the Park Township Zoning Ordinance which are applicable to the Trail View project. The first section addresses the Planned Unit Development requirements, the second addresses Site Condominiums, and the third the Site Plan Contents requirement of the Ordinance. It is the intent of the applicant to fulfill the requirements of these sections within the PUD application process as discussed below.

The applicant presented to the Planning Commission on January 25, 2024 at a pre-application conference for this project. The intent of this conference was to introduce the Trail View project to the Planning Commission members and listen to feedback from each member. At that pre-application conference, there was much discussion about connectivity to a network of non-car paths throughout the community. In particular, a connection to Riley Trails was discussed extensively by the Commission members. As noted in the meeting, the ordinance states that a PUD shall be linked with open spaces and the Commission members felt that there was a great opportunity to connect Trail View with Riley Trails. The applicant has listened to these suggestions and has come to an agreement to dedicate a portion of the land to Ottawa County Parks for an expansion of Riley Trails and has also provided a connection from Trail View to the expanded park. This coordination with the County parks system is an example of a creative and innovative partnership which combines a public benefit with a residential PUD. This type of design is precisely the intent of the PUD, which encourages developments that provide amenities through preservation of natural resources.

Sec. 38-363 through Sec. 38-372
This section of the Zoning Ordinance describes the regulations regarding Planned Unit Development (PUD) projects within Park Township. The purpose of the PUD is to "encourage and allow more creative and innovative design of land development". The design of Trail View is benefitted by a PUD by allowing a more compact design with smaller lot sizes so as to allow for a greater open space. This PUD meets the objectives of the PUD section of the Ordinance for the reasons noted above. The development is compatible with nearby uses, it preserves a great portion of the natural features of the site, it provides for a large open space, and it substantially fulfills the intent of the Master Plan. In particular, the Park Township Master Plan identifies this property as Rural Estate Residential (RER), which calls for one unit per two developable acres. The Trail View design meets this criteria with 20 home sites on 40 acres but also maintains a rural residential character with high quality single family homes which respect the natural assets of the site (note that density calculation discussion follows below).

This site meets the minimum requirements set forth in the Ordinance. The site is greater than 2 contiguous acres and the land use is consistent with the underlying Zoning District. The site plan notes the summary of land use which provides the total acreage of the site and number of proposed lots in order to calculate the proposed density. We will propose the density calculation to be based on the overall acreage of the current parcel of land, which is 39.52 acres. The applicant contends that this calculation is appropriate, as land has not yet been deeded to the County parks and said land will be deeded for dedicated open space, therefore it would be appropriate to apply this land when calculating density and open space for the Trail View Project. The number of dwellings permitted is defined as gross acreage reduced by areas of water bodies, roads, and community buildings, multiplied by the number of dwelling units per acre allowed in the Zoning District. The R-1 Zone District requires a 2 acre minimum lot size, so a total of 20 units would be allowable without

the reduction of the areas as mentioned above. As these areas constitute approximately 2 acres of land, the net buildable acreage is about 38 acres (allowing for 19 units). However, as further defined within this section of the Ordinance, additional dwellings may be allowed by the Township Board following a recommendation by the Planning Commission. We will encourage the Planning Commission to make such a recommendation based on subsection (d) of this portion of the Ordinance as the site design will provide for a large amount of dedicated (and future public) open space, including mature stands of trees, which would provide a recognizable benefit to the Township residents and the residents of the PUD. This stand of trees is within the area to be deeded to Ottawa County and will provide an excellent public amenity. This preserved area results in 15.7 acres of preserved area for dedicated open space and will be deeded for the public benefit.

The Dedicated Open Space requirement for land zoned R-1 is a minimum of 20% of the gross site area. The calculation of Dedicated Open Space requires a reduction of the area of the stormwater detention pond and landscaping buffers as well as any easement areas fir roads or utilities. Using a conservative calculation, the calculation of the Dedicated Open Space is also based upon the current acreage of the property, for the reasons discussed above. The open space calculation is therefore 40% which is well above the minimum 20% requirement.

The road within Trail View is proposed to be a private drive in accordance with all requirements of private roads within Park Township. As the adjacent properties to the east are established residential and established blueberry field to the west, a simple cul-de-sac is proposed without any stub streets.

Sec. 38-515 Condominium Project Approval and Sec. 38-102 Site Plan Contents

The intention of Trail View is to create a site condominium subdivision pursuant to the Condominium Act of 1978. As such, this project will be subject to the provisions laid out in section 38-515 of the Park Township Zoning Ordinance. A draft Master Deed and Exhibit B can be provided to Planning Staff prior to the issuance of a building permit. The enclosed site plan is provided pursuant to Sec. 38-515 as well as Sec. 38-102 of the Zoning Ordinance. It depicts the contours, private road, allowable building areas, landscaping, stormwater, and utilities as discussed below.

The site plan set shows the proposed lot lines for each of the site condominiums as well as typical building envelopes. Note that these are designed compliant with 38-515 (14) single family detached condominium requirements, which is a minimum of 80 feet center to center of residential units. The site plan also depicts all proposed and existing easements, sidewalks, and open spaces. Note that relief from the 2 acre minimum lot area as well as the 100 ft minimum lot width is requested within this PUD.

The site plan also depicts the stormwater detention proposed for this site. The stormwater detention basin is shown in compliance with Sec. 38-504 of the Zoning Ordinance, with the appropriate distances from the property lines. Note, however, that the distance of the stormwater pond from the lots adjacent to the southeast portion of the site is less than the required 75 feet, however permission has been provided by the homeowners for this reduction. The stormwater basin will provide back-to-back 100 year storm event capacity and will be maintained by the homeowners association. The pond will hold water at all times.

The site proposes to include municipal water and sewer services. Sanitary sewer will be extended from the intersection of James & 160th street and there is existing watermain within James street. Both municipal services appear to have adequate capacity to accommodate the proposed residential units within Trail View.

A proposed landscaping plan is included within the site plan set. Note that the landscaping plan includes buffer landscaping along James Street, in accordance with Sec.38-578 (c.) (1). This buffer along the residential boundary will screen the development from the James Street roadway, but will be placed within unit 20 with a maintenance easement to ensure the preservation of the trees. It should be noted that at the western boundary of the site, substantial tree density, sufficient to provide a buffer in accordance with Sec. 38-578 (c.) (1) currently exists within the Trail View site. This canopy of trees will be preserved and act as buffer to the neighboring property. Note that a significant stand of trees exists at the northern portion of the site, which is the portion of the site to be deeded to Ottawa County Parks.

An architectural sketch has been provided within this submittal set which depicts a typical home to be constructed within Trail View. This is the standard layout and design of the homes, but colors and final details are subject to change.

The Planned Unit Development at Trail View is consistent with the goals and objectives of the Park Township Master Plan, and the recent revisions to the plan reflect an affirmative attempt by the applicant to improve the design based on Planning Commission member comments. We request that this PUD Final Application be approved without condition.

PETERSON ENVIRONMENTAL LLC
Wetlands • Critical Dunes • Permit Assistance
Threatened & Endangered Species • Wetland Mitigation
Woman Owned Company

January 4, 2021

Sent Via Email

Brad VanderZwaag
Baumann Building Inc.
2763 – 120th Avenue
Holland, MI 49424
www.baumannbuilding.com

Re: Preliminary Wetland Determination
160th Avenue & James Street – Parcel No. 70-15-15-400-021
Section 15, T5N, R16W, Park Township, Ottawa County, Michigan

Dear Mr. VanderZwaag:

Pursuant to your request, we conducted a preliminary wetland determination of the property at 160th Avenue and James Street located in Park Township, Ottawa County, Michigan. The intent of this report is to provide a brief description of the wetlands identified and the character of the property. A site evaluation was conducted of the property on December 9, 2020.

The methods used to conduct the preliminary wetland determination are consistent with our understanding of the procedures and general practices used by the Michigan Department of Environment, Great Lakes and Energy (EGLE). This determination included conducting the wetland determination in a manner consistent with the 1987 *Corps of Engineers Wetlands Delineation Manual* and 2012 *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region* (Version 2). The wetlands identification and delineation procedures outlined in these manuals require evaluation of site vegetation, soils, and hydrologic characteristics. Dominant wetland vegetation, hydric soil and wetland hydric regime must all be present for an area to be classified as a wetland. Hydrophytic vegetation decisions are based on the wetland indicator status of species that are dominant in the plant community. Species with indicator statuses of obligate wetland (OBL), facultative wetland (FACW), and facultative (FAC) are considered wetland species, while species with indicator statuses of facultative upland (FACU) and upland (UPL) are considered upland species. FAC species are also commonly present in upland plant communities.

Along with an on-site evaluation of the property, a review of in-office information including the EGLE - Wetlands Viewer and the NRCS Web Soil Survey (enclosed) were conducted. The online information depicts what may be present onsite. The results of this online information are not always accurate but

PO Box 262
Spring Lake, Michigan 49456
Office: 616.844.2441 ~ Cell: 616.402.7592
www.petersonenviro.com

provide additional information about the potential characteristics of the property. An onsite evaluation provides the most accurate information on the presence of wetlands on the site.

The in-office information indicated that there may be wetland present across much of the property. The NRCS soil survey indicated poorly drained soil (Granby loamy sand) over most of the property, with areas of somewhat poorly drained soils (Pipestone-Covert-Saugatuck sands) to the north and excessively drained soils (Plainfield sand, lake plain) in the northeast corner. Poorly drained soils can indicate that wetlands may be present. The EGLE Wetland Map Viewer indicated that a portion of the north end of the property is likely wetland, and wetland soils present over nearly the entire property.

This site was primarily composed of a large, upland area, partially forested, with wetland ditch areas present in the southwest corner of the forested area and along the southwest, south, and southeast property lines. The wetland ditch areas along the southern and southeastern property lines have stream features and are part of Ottawa County's No. 23 Drain. The wetland ditch area along the southwest property line is listed as a stream on the Ottawa County Drain map. Stream features within this area were difficult to determine onsite due to snow cover. If impacts to this area are proposed, it is recommended that this area is re-evaluated when snow is not present to determine if this area would be considered a stream. The ditch wetland areas present are about 3 feet wide. The wetland ditch on the southwest corner of the forested area is approximately 398 feet long total. The wetland ditch areas along the property lines extend around approximately the southern half of the property. There were three culverted crossing areas observed on the property along the south and southeast property lines. The approximate location of the wetland ditch areas, upland areas, and culverted crossings on the property have been depicted on the attached aerial photograph. The wetland boundary would need to be flagged and the wetland boundary flagging located by a surveyor for the exact depiction of the location of the wetland area on the property.

This wetland generally consisted of facultative wetland (FACW) to obligate (OBL) vegetation such as soft rush, curly dock, sedges, deer tongue, and silky dogwood. The soils in a wetland soil pit were Munsell soil color 10YR 2/1 sand from 0 to 6 inches, 10YR 2/2 sand with 2% 10YR 4/6 redox mottles from 7-13 inches, and 10YR 6/3 sand with 5% 10YR 5/8 mottles from 14 to 16 inches. This soil is a hydric soil, which is typically found in a wetland. The NRCS Web Soil Survey identified the soil in this location as Granby loam – a poorly drained soil (enclosed). This type of soil was observed in the ditch wetland areas on this property. Evidence of standing water was also observed in the ditch wetland areas.

A second wetland soil pit was dug in the ditch within the farm field connecting the forested area to the ditch on the southwest property line. This soil pit consisted of 10YR 4/3 and 10YR 2/1 tilled soil with 5% 7.5YR 3/4 redox mottles from 0-12 inches, the same 10YR 4/3 and 10YR 2/1 tilled soil with 30% 7.5YR redox from 13-14 inches, and 10YR 6/4 sand with 5% 10YR 4/6 redox mottles from 15-16 inches. The NRCS Web Soil Survey identified the same soil in this location as described above. This type of soil was observed in this portion of the wetland area.

The upland areas on the property generally consisted of facultative (FAC), facultative upland (FACU), and vegetation typically found in upland (UPL) areas such as sassafras, black cherry, dewberry, deer tongue, honeysuckle, white pine, red maple, American beech, gray's sedge, winterberry, bracken fern, and sour gum. The upland soil pit consisted of 10YR 3/2 sand with 10% 7.5YR 4/6 redox mottles from 0-10 inches, and 10YR 6/4 sand with 5% 7.5YR 4/6 redox mottles from 10-16 inches. No saturation was observed in the upland soil pit. The NRCS Web Soil Survey identified the soil in this location as

Granby loam – a poorly drained soil (enclosed). This soil appears to have been drained by the adjacent agricultural ditches. There was no evidence of the presence of water within the upland areas.

EGLE Regulatory Discussion

In order for the EGLE to have regulatory authority over a wetland, the wetland must be contiguous (within 500 feet) to a lake, pond (greater than one acre in size) and/or stream, and/or the wetland complex must be greater than 5 acres in size on and offsite. The identified wetlands on this property appears to be regulated due to the stream along the southern and southeastern property lines and their surface water connection to the ditch to the west that flows to the south to a stream along James Street.

Corps Regulatory Discussion

In order for the U.S. Army Corps of Engineers (Corps) to have regulatory authority over a wetland, the wetland must be contiguous to a navigable waterway, within 100 feet of a navigable waterway or within 1,500 feet of a navigable waterway if the wetland is below the 100-year floodplain elevation of the navigable waterway. The Corps would also have authority over a wetland area that is within 1,500 feet of a Great Lake. The Corps would most likely not regulate this wetland.

County Regulatory Discussion

Because the wetland ditch areas along the southern and southeastern property lines are part of Ottawa County's No. 23 Drain, a drain use permit from the Ottawa County Water Resources Commission will be required for any activities within this drain or drain easement.

Permits must be obtained from the EGLE prior to conducting most filling, dredging, structure placement and/or draining activities or maintaining a use of a regulated wetland. The EGLE requires the applicant to prove that there are no feasible or prudent alternatives to impacting the wetland. A permit is also required from the EGLE for any permanent structure placement, filling or dredging in a lake or stream. The EGLE would require that the wetlands be avoided for the placement of any houses, septic systems and associated fill. Fill placement in the wetland for a driveway could possibly be permitted if there are no alternatives to access an upland buildable area. The driveway fill would need to have a maximum base width of 16 feet with at least an 18-inch diameter culvert to maintain surface water flow and it would need to be located at the narrowest crossing point in the wetland. There are three existing culverted areas (see attached aerial) that can be used for this purpose.

Prior to applying for EGLE permits, the wetland/upland boundaries would need to be flagged and located by a surveyor and placed on a plan. The wetland boundaries adjacent to any proposed impact (such as the driveway and boardwalk) in particular should be flagged and located. This wetland delineation can be done by Peterson Environmental if desired.

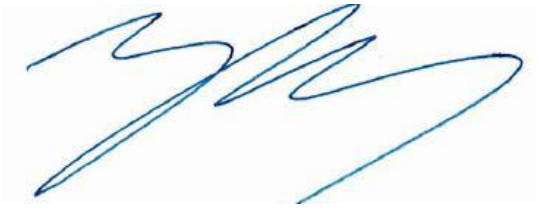
Plan and cross-section view drawings on 8 1/2 by 11-inch paper size to an easily measurable engineer scale depicting all wetland impacts would need to be prepared for the EGLE permit application package. All the details of the wetland impact need to be noted, including a cubic yards of material to be placed, square feet of wetland to be impacted and the size and placement of the equalization culverts. The EGLE permit application review typically takes 90 to 120 days. The EGLE application is online and can be accessed via the following link:

https://miwaters.deq.state.mi.us/miwaters/external/home

Please be advised the information provided in this report is a professional opinion. The ultimate decision on wetland boundary locations and jurisdiction thereof rests with the EGLE, and in some cases, the federal government. An agency determination can vary, depending on various factors including the season of the year. In addition, the physical characteristics of the site can change with time, depending on the weather, vegetation patterns, drainage, activities on adjacent parcels, or other events. Any of these factors can change the nature / extent of wetlands on the site. This report does not address any local ordinances that may apply to this site.

Thank you for the opportunity to provide this preliminary wetland determination. If you have any questions, please contact us at your convenience.

Sincerely,

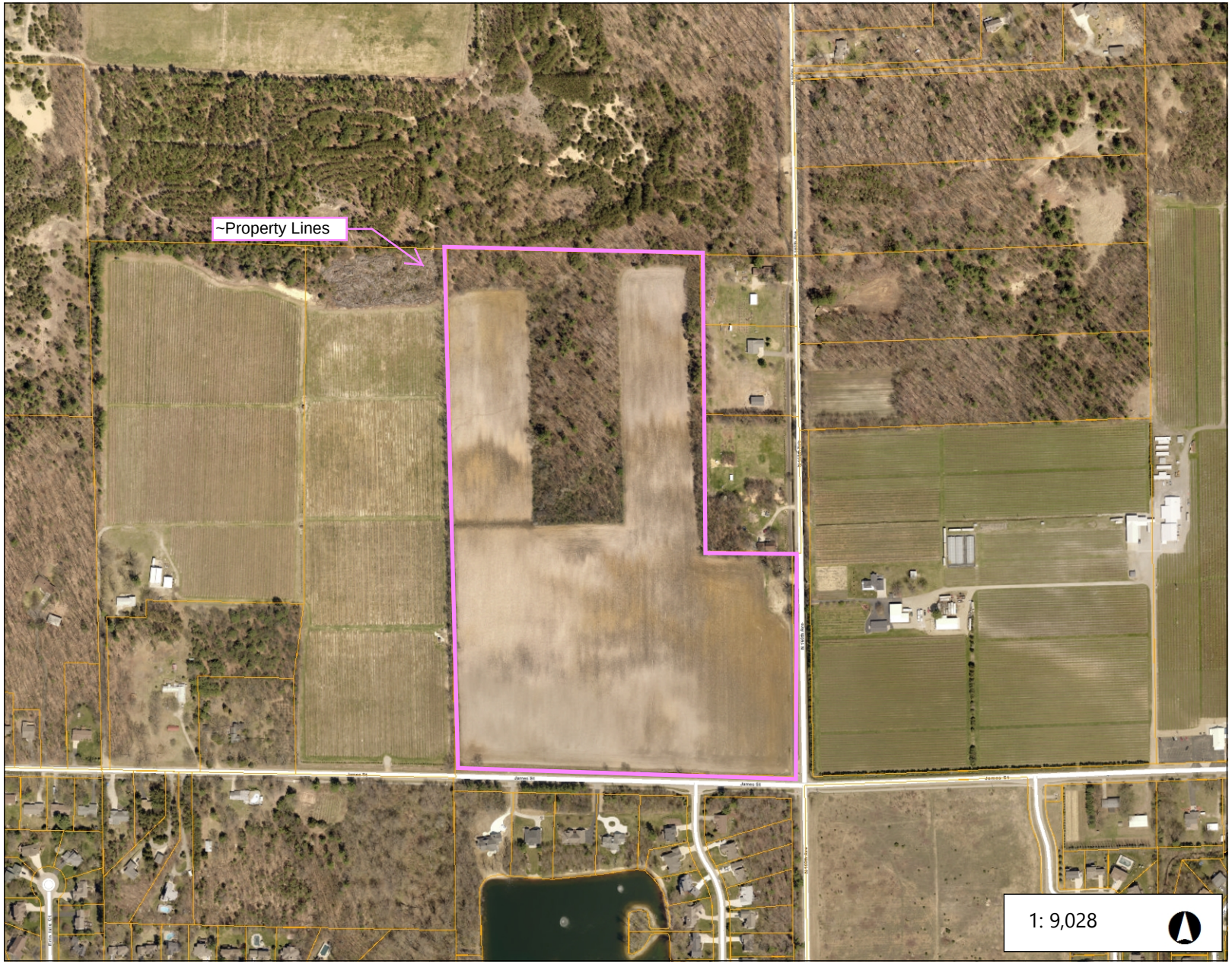


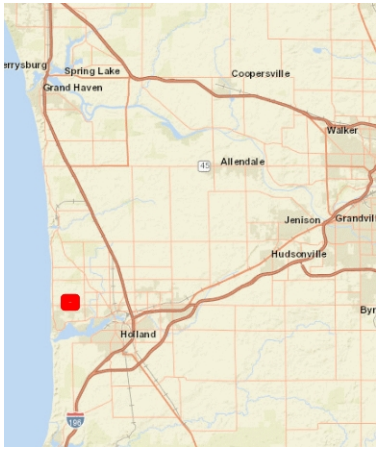
Peterson Environmental, LLC
Zach VandenBerg

Enclosures

Ottawa County
Geospatial Insights & Solutions

Property Mapping Printout





Legend

Parcels_

Notes

1,504.7 0 752.33 1,504.7 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

© Latitude Geographics Group Ltd.

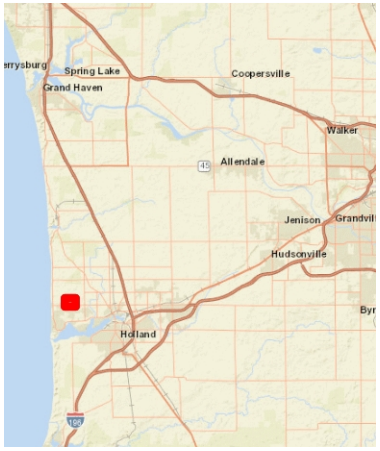
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Ottawa County
Geospatial Insights & Solutions

160th & James Street - Approximate Wetland Boundaries





Legend

Parcels_

Notes

1,504.7 0 752.33 1,504.7 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

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This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
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Ottawa County
Where You Belong®

Real Property Search

« Back to Search Results **Refine Search** **New Search**

Property Summary

Property Summary: View property details including assessed values, tax description, sales and split history.
Delinquent Taxes: Pay delinquent taxes.
Tax Search: Purchase a tax search to view a breakdown/history of taxes or request pay-off amounts for future months.
GIS Map: Interact with a GIS parcel map.

Parcel Identification	
Parcel Number:	70-15-15-400-021
Property Address:	0 James St
Property Status:	ACTIVE
Government Unit:	20 - PARK TOWNSHIP
Taxing Unit:	20 - PARK TOWNSHIP
Classification:	102 - AGRICULTURAL, VACANT
School District:	70070 - WEST OTTAWA
Approximate Acreage:	49.44

Owner Identification	
Owner Name 1:	Dreyer Douglas A Trust
Owner Name 2:	Dreyer Joyce E Trust (lc holder)
Mailing Address:	2442 152nd Ave Holland, MI 49424
Local Unit Update:	10/04/2005

Tax Payer Identification	
Tax Payer Name 1:	
Tax Payer Name 2:	

Active Date:	07/11/2000
Current Liber/Page:	**Sales History**

Mailing Address:	,
Local Unit Update:	10/04/2005

Assessed Values

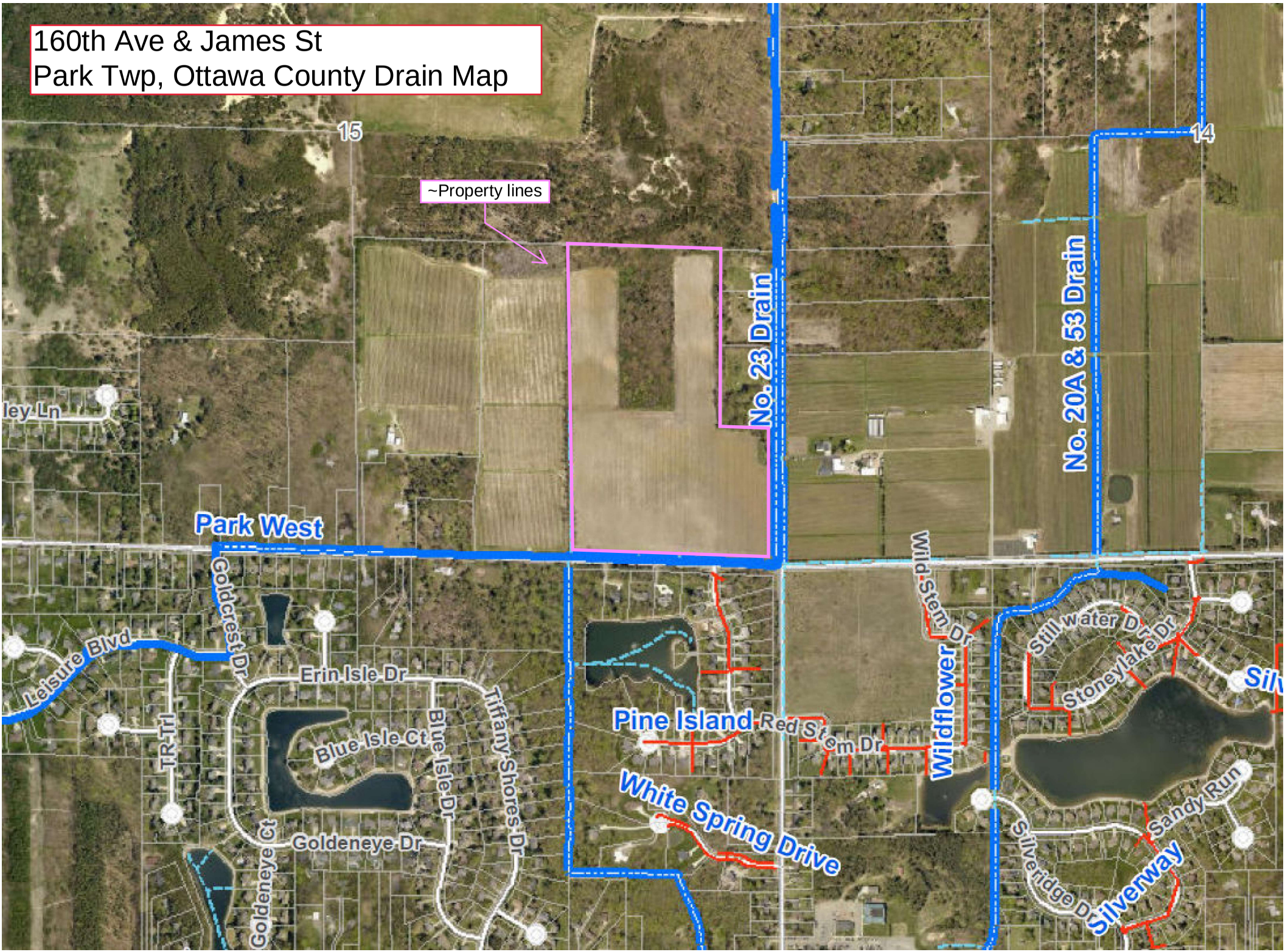
Assessed values, taxable values and Principle Residence/Qualified Ag. Exemption status displayed on miOttawa are compiled from the local city and township assessors and include order changes (MTT, Board of Review etc.) received from the local unit. More recent changes should be verified with appropriate local assessors.

Year	State Equalized Value	Taxable Value	PRE/QA Exemption
2020	235,100	66,369	100%
2019	232,700	65,132	100%
2018	224,200	63,606	100%
2017	218,100	62,298	100%
2016	218,100	61,743	100%
2015	218,100	61,559	100%
2014	196,300	60,590	100%
2013	190,900	59,636	100%
2012	196,300	58,239	100%
2011	207,200	56,708	100%
2010	230,400	55,761	100%

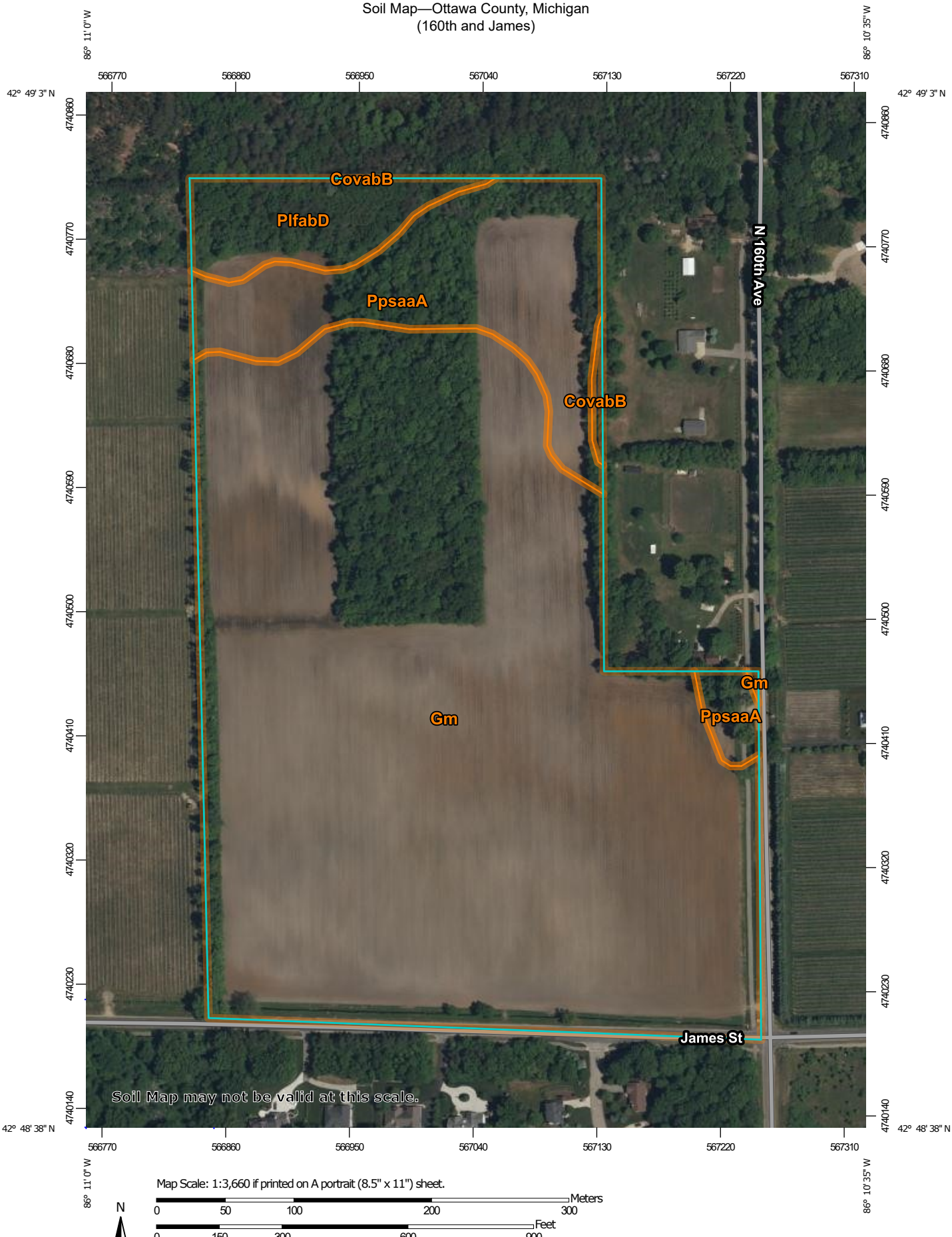
2009	242,500	55,929	100%
2008	236,400	53,572	100%
2007	250,300	52,368	100%
2006	237,200	50,500	100%
2005	208,000	48,887	100%
2004	200,200	47,788	100%

Tax Description

PART OF SE 1/4 COM SE SEC COR, TH N 87D 19M 22S W 1329.48 FT, N 1975.46 FT, TH S 87D 20M 25S E 975.97 FT, S 1116.72 FT, TH S 87D 19M 22S E 363 FT TO E SEC LI, TH S 864.6 FT TO BEG. SEC 15 T5N R16W


160th Ave & James St
Park Twp, Ottawa County Drain Map
15
14
~Property lines
No. 23 Drain
No. 20A & 53 Drain
ley Ln
Park West
Goldcrest Dr
Leisure Blvd
Erin Isle Dr
Blue Isle Ct
Blue Isle Dr
Tiffany Shores Dr
T R Trl
Goldeneye Ct
Goldeneye Dr
Pine Island
Red Stem Dr
White Spring Drive
Wild Stem Dr
Wildflower
Still water Dr
Stoneylake Dr
Sandy Run
Silveridge Dr
Silverway

Soil Map—Ottawa County, Michigan
(160th and James)



Map Scale: 1:3,660 if printed on A portrait (8.5" x 11") sheet.

N

Meters
0 50 100 200 300

Feet
0 150 300 600 900

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Ottawa County, Michigan
Survey Area Data: Version 15, Jun 2, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Data not available.

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
CovabB Moderately well drained	Covert-Pipestone sands, 0 to 6 percent slopes	0.2	0.3%
Gm Poorly drained	Granby loamy sand, lake plain, 0 to 2 percent slopes	41.9	80.2%
PlfabD Excessively drained	Plainfield sand, lake plain, 6 to 18 percent slopes	2.7	5.1%
PpsaaA Somewhat poorly drained	Pipestone-Covert-Saugatuck sands, 0 to 3 percent slopes	7.5	14.4%
Totals for Area of Interest		**52.3**	**100.0%**

MATERIALS TESTING CONSULTANTS

GEOTECHNICAL REPORT

TRAIL VIEW DEVELOPMENT

HOLLAND, MICHIGAN

Prepared For:

BAUVAN WEST LAND COMPANY, LLC

Holland, Michigan

Prepared By:

MATERIALS TESTING CONSULTANTS, INC.

January 2025

MTC Project No. 241915

January 15, 2025
Project No. 241915

BauVan West Land Company, LLC
2763 120th Street
Holland, Michigan 49424

Attention: Mr. Brad VanderZwaag

Reference: Report of Geotechnical Investigation
Trail View Development
Holland, Michigan

Dear Mr. VanderZwaag:

We have completed a geotechnical investigation for the above-referenced project. The purpose of this investigation has been to identify the general subsurface soil conditions in the vicinity of the proposed construction, analyze the conditions relative to the planned construction and to provide considerations associated with direct burial utility installation methods. This work has been performed as described in our proposal number 18949 dated December 20, 2024.

Presented herein are descriptions of our understanding of the design considerations, the geotechnical investigation, encountered conditions and engineering recommendations. The Appendix contains the report limitations and boring log terminology, soil classification chart, and boring logs.

DESIGN CONSIDERATIONS

Available Information

We have been provided with the following documents and information for use in this investigation:

- A proposed site plan prepared by Nederveld, dated November 8, 2024, showing the proposed roadway and stormwater pond footprint as well as proposed parcels for a new development along with requested boring locations.
- Conversations with Mr. Chuck Hoyt of Nederveld regarding the type of construction and needed recommendations

Project Description

The proposed construction will be located in plan as shown on the attached Boring Location Plan, Figure No. 1. The site is located northwest of the intersection of James Street and N 160th Avenue in Holland, Michigan.

The construction will consist of a residential development which will include a new county road running north-south and connecting to James Street and a large stormwater pond to the east of the site. We understand that recommendations are not needed for the residential homes at this time but were requested within the proposed drive relating to the proposed utilities. We have considered water main and sanitary sewer will be installed beneath the new roadway or within the right-of-way for the development and will be no more than 12 inches in diameter.

We have not been provided with plan and profile sheets for the proposed utilities and have considered installations depths of water main and sanitary sewer on the order of 5 to 10 ft below the existing ground surface considering typical utility construction. We have considered that final road grades will be within 1 to 2 ft of the existing ground surface. If deeper utilities are expected, we should be contacted to review our recommendations as appropriate.

We have considered that pavement will be constructed in accordance with Ottawa County Road Commission standards for residential development and have not addressed this specifically in our report.

We should be informed of any changes between the actual design conditions and those described herein as this information may affect our recommendations.

INVESTIGATION METHODOLOGY

Field Investigation

Subsurface conditions were investigated by eight (8) conventional soil test borings. Boring depths ranged from 17.5 ft to 22.5 ft below the existing ground surface. Borings were extended deeper than originally requested due to encountering very loose sand conditions onsite. Boring locations are shown on the attached plan, Figure No. 1.

One of our geologists staked the approximate boring locations in the field. Boring elevations were approximated by a survey grade GPS unit. The elevations used in this report are given in feet and are based on NAVD88 datum. If more precise location and elevation data are desired, a registered professional land surveyor should be retained to locate the borings and determine their ground elevations.

The drilling was performed using conventional hollow-stem auger methods to advance the boreholes. The boreholes were backfilled to the original ground surface after drilling completion.

Soil samples were recovered at regular intervals by means of the Standard Penetration Test (SPT), ASTM D1586. The SPT test involves the use of a 140-lb hammer with a 30-inch drop to drive a standard 2.0-inch O.D. split spoon sampler. The number of hammer blows required to drive the sampler 12 inches, after seating 6 inches, is termed the soil N-value and provides an indication of the soil's relative density and strength parameters at the sample location. SPT blow counts in 6-inch increments are recorded on the boring logs. The drill rig was equipped with an automatic hammer system which delivers a more consistent driving energy to the sampler compared to the rope and cathead system.

Recovered samples were sealed, labeled and transported to our laboratory. All soil samples will be discarded after sixty days unless a longer hold time is specifically requested. The recovered soil samples were reviewed by an engineer and technically classified according to the methods of ASTM D2488 "Standard Practice for Description and Identification of Soils (Visual-Manual Procedure)". A copy of the test boring logs along with a description of the terminology used on the logs and a chart of the ASTM D2488 group symbol names are provided in the Appendix.

Borings were drilled and other sampling was conducted solely to obtain indications of subsurface conditions as part of a geotechnical exploration program. No services were performed to evaluate subsurface environmental conditions.

INVESTIGATION RESULTS

Regional Geology

The *Map of the Surface Formations of the Southern Peninsula of Michigan,* published by the State of Michigan, indicates the site is in an area of outwash and glacial channels. Soil conditions typically are found to be granular in this type of geologic area.

The *Map of Bedrock Topography of the Southern Peninsula of Michigan* indicates bedrock to be at approximately el 500 to 550, 50 ft or more below our boring elevations.

Site Conditions



At the time of our field work, the area of investigation was covered with previously harvested agricultural field. The site, in general, sloped slightly upwards towards the north with elevations ranging from 808 to 809. Indications of previous structures such as abandoned foundations or slabs were not observed during our field staking activities.

Subsurface Conditions

The investigation, in general, encountered 5 to 9 inches of topsoil overlying very loose to medium dense brown poorly graded sand (SP). A summary of encountered very loose soil conditions is included below.

Table No. 1 – Summary of Encountered Very Loose Soil

Boring No.	Sample No.	Sample Depth (ft.)	SPT N-Value
B-1	S-3	6 to 7.5	4
	S-4	8.5 to 10	WOH*
B-3	S-3	6 to 7.5	WOH*
	S-4	8.5 to 10	2
B-4	S-3	6 to 7.5	4
	S-4	8.5 to 10	WOH*
	S-5	11 to 12.5	3
	S-6	13.5 to 15	WOH*
	S-7	15 to 16.5	3
B-5	S-4	8.5 to 10	4
	S-5	11 to 12.5	WOH*
	S-6	13.5 to 15	1
	S-7	16 to 17.5	WOH*
	S-8	18.5 to 20	WOH*
B-6	S-5	13.5 to 15	2
B-7	S-3	6 to 7.5	3
B-8	S-4	8.5 to 10	2

*WOH = Weight of Hammer

The relative density of granular soil is based on recorded SPT N-values.

Groundwater was encountered during the drilling activities at depths ranging between 4 and 5 ft below the ground surface (elevations between 603 to 605.5).

Groundwater levels will fluctuate due to seasonal variations such as precipitation, snowmelt, nearby river or lake levels and other factors that may not be evident at the time of measurement. Groundwater levels may be different at the time of construction.

This section has provided a generalized description of the encountered subsurface soil conditions. The boring logs located in the Appendix should be reviewed for detailed soil descriptions. Some variation between boring locations may be expected.

CONCLUSIONS AND RECOMMENDATIONS

In general, encountered subsurface conditions consisted of granular soil which appears feasible to support the proposed water main and sanitary sewer considering subgrade preparation measures are completed in areas of direct burial utility placement as described herein. Zones of very loose granular soil were encountered which may require removal or densification prior to pipe bedding placement to achieve bedding/backfill compaction requirements. Additionally, high groundwater relative to anticipated invert elevations was encountered. Dewatering is expected to be needed in order to sufficiently lower groundwater such that utility installation, subgrade observation and preparation can occur.

The soil borings represent point information. Presentation of this information in no way implies that subsurface conditions are the same at locations other than the exact locations of the borings. This report should not be interpreted as providing recommendations for design or means and methods, rather we are providing general information which can be considered in the construction by the responsible party.

Direct Burial Water Main and Sanitary Sewer – Geotechnical Considerations

Bedding for the water main and sanitary sewer should consist of MDOT Class II sand with 100 percent of the material passing the 3/8-inch sieve. Backfill should consist of MDOT Class II sand below roadways with green space areas anticipated to be backfilled either with existing, non-organic material removed during pipe installation, placed as engineered fill, or MDOT Class II sand. In general, most excavation spoils are expected to be suitable for trench backfill with appropriate compaction and density control.

Sand bedding and backfill should be compacted to 95 percent of its maximum dry density per the Modified Proctor method (ASTM D1557). Backfill within general green space areas may consider a reduced compaction requirement of 90 percent of the material's maximum ASTM D1557 dry density.

Site and Subgrade Preparation

In direct burial utility and roadway areas, all topsoil, vegetation, roots, and any other miscellaneous debris should be removed from within the proposed construction areas. The

limits of the proposed construction area, prior to the placement of any structures or engineered fill material, should be compacted in the upper 12 inches using suitable compaction equipment to at least 95 percent of the soil's maximum ASTM D1557 dry density by the Contractor.

Due to the very loose sand conditions encountered in the field investigation and due to variations that may exist between borings, it is expected that some form of subgrade improvement will be required to provide suitable pipe bearing conditions. Subgrade improvement may include, but not be necessarily limited to, densification of existing soil in-place or excavation of all unsuitable material to an approved subgrade and replacement with engineered fill. If overexcavation is selected, it should encompass soil within the stress influence region of the water main and sanitary sewer, defined as a region bordered by 2V:1H planes extending down and away from the bottom of the bedding and pipe to the approved bearing stratum. Due to the encountered groundwater elevation, dewatering is expected to be a key component of subgrade preparation.

The subgrade should be inspected and tested by qualified geotechnical personnel. As part of the inspection and testing, the subgrade should be verified to be consistent with the conditions encountered in this investigation. This testing should include dynamic cone penetrometer (ASTM STP 399) testing to verify minimum relative densities and equivalent N-values in granular soil.

Engineered fill is approved on-site or imported soil placed in uniform layers and compacted to a minimum required density. Generally, on-site soil with group symbols of SP or SP-SM are expected to be suitable for engineered fill. Imported engineered fill should meet the requirements for MDOT Class II granular material. MDOT Class II soil or approved on-site soil meeting the requirements of SP should be used as backfill.

Granular engineered fill and backfill should be compacted to at least 95 percent of the soil's maximum dry density as determined by the Modified Proctor test (ASTM D1557). Vibratory compaction methods are typically found to be most effective in granular soils.

The fill should be placed and compacted in horizontal layers not exceeding 9 inches. Field density tests should be taken on each lift, as the fill is being placed, to verify compliance with compaction specifications.

If the earthwork takes place during winter months, fill must not be placed on frozen ground and fill with frozen conglomerations of soil must not be used.

Groundwater

Groundwater was generally encountered in the borings between approximately 4 to 5 ft below the existing ground surface (elevations 603 to 605.5), close to or above the excavation depth of the direct burial utilities and site preparation.

Groundwater will be encountered during construction and suitable control of groundwater should be anticipated and planned accordingly before the start of construction. The Contractor should be responsible for selecting and implementing an appropriate groundwater control system. The Contractor should have previous dewatering experience on sites with similar conditions. Suitable silt and sediment traps should be incorporated into the dewatering system. We recommend groundwater be temporarily lowered to a minimum of 2 ft below the deepest excavation, including excavations necessary for subgrade improvement and compaction.

Slopes and Temporary Excavations

The Owner and the Contractor should make themselves aware of and become familiar with applicable local, state, and federal safety regulations, including current OSHA excavation and trench safety standards. Construction site safety generally is the sole responsibility of the Contractor. The Contractor shall also be solely responsible for the means, methods, techniques, sequences and operations of construction operations. We are providing the following information solely as a service on this project and, under no circumstances, should our provision of the following information be construed to mean that we are assuming responsibility for construction site safety or the Contractor's activities; such responsibility is not implied and should not be inferred.

The Contractor should be aware that slope height, slope inclination, and excavation depths (including utility trench excavations) should in no case exceed those specified in local, state, or federal safety regulations; e.g., OSHA Health and Safety Standards for Excavations, 29 CFR Part 1926, or successor regulations. For this site, the overburden soil encountered in our exploratory program is granular. We anticipate that OSHA will classify these materials as Type C. OSHA recommends a maximum slope inclination of 1½H:1V for this type of soil under ideal conditions and also considering the soil is fully dewatered, where applicable.

CLOSURE

In this report, descriptions of the geotechnical investigation, encountered conditions, and considerations for direct-burial water main and sanitary sewer have been provided. The limitations of this study are described in the Appendix.

The recommendations presented in this report are based upon a limited number of subsurface samples obtained from various sampling locations. The samples may not fully indicate the nature and extent of the variations that actually exist between sampling locations. For that reason, among others, we strongly recommend that a qualified geotechnical firm be retained to observe earthwork construction. If variations or other latent conditions become evident during construction, it will be necessary for us to review these conditions and our recommendations as appropriate.

We appreciate this opportunity to provide geotechnical engineering services and express our interest in providing continuing services in the areas of subgrade verification, special inspections and quality assurance testing on various construction materials. Please contact our office should you have any questions or require further assistance.

Sincerely,

MATERIALS TESTING CONSULTANTS, INC.

Chelsea L. Kennedy, E.I.T.
Assistant Project Engineer

Jonathan E. O'Brock, P.E.
Project Manager

Attachments: Figure No. 1 - Boring Location Plan
Appendix
- Limitations
- Test Drilling and Sampling Procedures
- Boring Log Terminology and Classification Outline
- Boring Logs



TITLE: BORING LOCATION PLAN			PROJECT: TRAIL VIEW DEVELOPMENT
SCALE: AS	DATE: 1/7/2025	PROJECT NO.: 241915	MTC MATERIALS TESTING CONSULTANTS
FIG. NO.: 1	DR. BY: CK	REV. BY: JO	

APPENDIX

- Limitations
- Test Drilling and Sampling Procedures
- Boring Log Terminology and Classification Outline
- Boring Logs

LIMITATIONS

Soil Variations

The recommendations in this report are based upon the data obtained from the soil borings. This report does not reflect variations which may occur between these borings, and which would not become evident until construction. If variations then become evident, it would be necessary for a re-evaluation of recommendations of this report, after performing on-site observations.

Warranties

We have prepared this report in accordance with generally accepted soil and foundation engineering practices. We make no other warranties, either expressed or implied, as to the professional advice provided under the terms of our agreement and included in this report. This report is prepared exclusively for our client and may not be relied upon by other parties without written consent from our office.

Boring Logs

In the process of obtaining and testing samples and preparing this report, we follow reasonable and accepted practice in the field of soil engineering. Field logs maintained during drilling describe field occurrences, sampling locations, and other information. The samples obtained in the field are subjected to additional testing in the laboratory and differences may exist between the field logs and the final logs. The engineer reviews the field logs and laboratory test data, and then prepares the final boring logs. Our recommendations are based on the contents of the final logs.

Review of Design Plans and Specifications

In the event that any changes in the design of the building or the location, however slight, are planned, our recommendations shall not be considered valid unless modified or approved in writing by our office. We recommend that we be provided the opportunity to review the final design and specifications in order to determine whether changes in the original concept may have affected the validity of our recommendations, and whether our recommendations have, in fact, been implemented in the design and specifications.

TEST DRILLING AND SAMPLING PROCEDURES

Test Drilling Methods:

- [X] Hollow stem auger, ASTM D6151
- [ ] Mud rotary, ASTM D5783
- [ ] Casing advancer, ASTM D5872
- [ ] Rock coring, ASTM D2113
- [ ] Core/Hand Auger

Note: Cone penetration test data can be used to interpret subsurface stratigraphy and can provide data on engineering properties of soils. The ASTM procedure does not include a procedure for determining soil classification from CPT testing. Soil classifications shown on CPT logs are based on published procedures and are not based on physical ASTM soil classification tests.

Sampling Methods:

- [X] SPT, ASTM D1586, Auto hammer (140 lb., 30" drop, 2" OD split spoon sampler)
- [ ] Thin-walled tube sampler (Shelby), ASTM D1587

Note: The number of hammer blows required to drive the SPT sampler 12 inches, after seating 6 inches, is termed the soil N-value and provides an indication of the soil's relative density and strength parameters at the sample location. SPT blow counts in 6 inch increments are recorded on the boring logs.

Drill Rig:

- [ ] CME 55 (ATV)
- [X] Acker Renegade (ATV)
- [ ] CME 45 Truck
- [ ] Geoprobe 7822 (ATV)
- [ ] Geoprobe Rotary Sonic

Boreholes Backfilled With:

- [X] Excavated soil
- [ ] Cement bentonite grout
- [ ] Piezometer or Monitoring Well (see notes on logs)
- [ ] Concrete or asphalt patch where appropriate

Sample Handling and Disposition:

- [X] Samples labeled, placed in jars, returned to MTC Laboratory
- [X] Discard after 60 days

BORING LOG TERMINOLOGY AND ASTM D 2488 CLASSIFICATION OUTLINE

TERMS DESCRIBING CONSISTENCY OR CONDITION

COARSE-GRAINED SOILS (major portions retained on No. 200 sieve): includes (1) clean gravel and sands and (2) silty or clayey gravels and sands. Condition is rated according to relative density as determined by laboratory tests or standard penetration resistance tests.

Descriptive Terms	Relative Density	SPT Blow Count
Very loose	0 to 15 %	< 5
Loose	15 to 35 %	5 to 10
Medium dense	35 to 65 %	10 to 30
Dense	65 to 85 %	30 to 50
Very dense	85 to 100 %	> 50

Per ASTM D2487, the following conditions must be met based on laboratory testing to justify the label 'well graded' in a soil description.

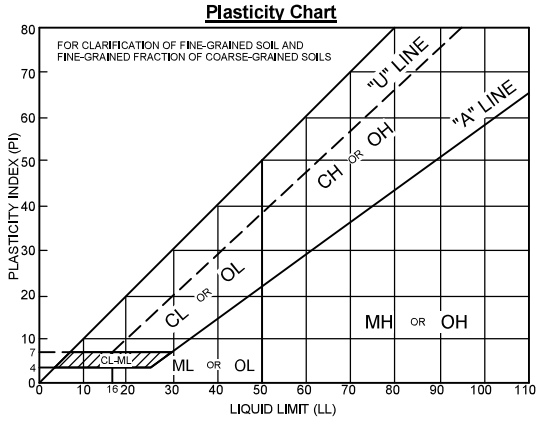
Gravel: $C_U = \frac{D_{60}}{D_{10}}$ greater than 4; $C_C = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ between 1 and 3

Sand: $C_U = \frac{D_{60}}{D_{10}}$ greater than 6; $C_C = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ between 1 and 3

FINE-GRAINED SOILS (major portions passing on No. 200 sieve): includes (1) inorganic and organic silts and clays, (2) gravelly, sandy, or silty clays, and (3) clayey silts. Consistency is rated according to shearing strength, as indicated by penetrometer readings, SPT blow count, or unconfined compression tests.

Descriptive Terms	Unconfined Compressive Strength TSF	SPT Blow Count
Very soft	< 0.25	< 2
Soft	0.25 to 0.5	2 to 4
Medium stiff	0.5 to 1.0	4 to 8
Stiff	1.0 to 2.0	8 to 15
Very stiff	2.0 to 4.0	15 to 30
Hard	> 4.0	> 30

Plasticity Chart



MAJOR DIVISIONS					TYPICAL NAMES
COARSE-GRAINED SOILS MORE THAN HALF IS COARSER THAN NO. 200 SIEVE	GRAVELS MORE THAN HALF COARSE FRACTION IS LARGER THAN NO. 4 SIEVE	CLEAN GRAVELS WITH LESS THAN 15% FINES	GW		WELL-GRADED GRAVELS WITH OR WITHOUT SAND
			GP		POORLY-GRADED GRAVELS WITH OR WITHOUT SAND
		GRAVELS WITH 15% OR MORE FINES	GM		SILTY GRAVELS WITH OR WITHOUT SAND
			GC		CLAYEY GRAVELS WITH OR WITHOUT SAND
	SANDS MORE THAN HALF COARSE FRACTION IS FINER THAN NO. 4 SIEVE SIZE	CLEAN SANDS WITH LESS THAN 15% FINES	SW		WELL-GRADED SANDS WITH OR WITHOUT GRAVEL
			SP		POORLY-GRADED SANDS WITH OR WITHOUT GRAVEL
			SP-SM		POORLY-GRADED SANDS WITH SILT WITH OR WITHOUT GRAVEL
		SANDS WITH 15% OR MORE FINES	SM		SILTY SANDS WITH OR WITHOUT GRAVEL
			SC		CLAYEY SANDS WITH OR WITHOUT GRAVEL
FINE-GRAINED SOILS MORE THAN HALF IS FINER THAN NO. 200 SIEVE	SILTS AND CLAYS LIQUID LIMIT 50% OR LESS		ML		INORGANIC SILTS OF LOW TO MEDIUM PLASTICITY WITH OR WITHOUT SAND OR GRAVEL
			CL		INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY WITH OR WITHOUT SAND OR GRAVEL
			OL		ORGANIC SILTS OR CLAYS OF LOW TO MEDIUM PLASTICITY WITH OR WITHOUT SAND OR GRAVEL
	SILTS AND CLAYS LIQUID LIMIT GREATER THAN 50%		MH		INORGANIC SILTS OF HIGH PLASTICITY WITH OR WITHOUT SAND OR GRAVEL
			CH		INORGANIC CLAYS OF HIGH PLASTICITY WITH OR WITHOUT SAND OR GRAVEL
			OH		ORGANIC SILTS OR CLAYS OF HIGH PLASTICITY WITH OR WITHOUT SAND OR GRAVEL
HIGHLY ORGANIC SOILS			PT/OL		PEAT AND OTHER HIGHLY ORGANIC SOILS

GENERAL NOTES

1. Classifications are based on the United Soil Classification System and include consistency, moisture, and color. Field descriptions have been modified to reflect results of laboratory tests where deemed appropriate.
2. "Grades with" or "Grades without" may be used to describe soil when characteristics vary within a stratum.
3. Preserved soil samples will be discarded after 60 days unless alternate arrangements have been made.

GROUNDWATER OBSERVATIONS:

During - indicates water level encountered during the boring
End- indicates water level immediately after drilling
Date and Depth - Measurements at indicated date

SAMPLE TYPES AND NUMBERING

S	SPT, split barrel sample, ASTM D1586
U	Shelby tube sample, ASTM D1587
R	Rock core run
*S	Other than 2" split barrel sample
L	SPT with liner, ASTM D1586
A	Auger cuttings
G	Geoprobe liner

MINOR COMPONENT QUANTIFYING TERMS

Less than 5%	TRACE
5 to 10%	FEW
15 to 25%	LITTLE
30 to 40%	SOME
50 to 100%	MOSTLY

GRAIN SIZE

BOULDER	>12"
COBBLE	12" to 3"
COARSE GRAVEL	3" to 0.75"
FINE GRAVEL	0.75" to No. 4
COARSE SAND	No. 4 to No. 10
MEDIUM SAND	No. 10 to No.40
FINE SAND	No. 40 to No. 200

LOG OF BORING

Project No.: 241915
Boring No.: B-1
Sheet: 1 of 1

Project: Trail View Development
Client: BauVan West Land Company, LLC
Location: Holland, Michigan
Drill Type: Acker Renegade
Crew Chief: NB Field Eng.: MM Rev. By: CK
Coordinates: N=483497.7 E=12636856.9 (MI South ift)
Elevation: 608.1 ft Datum: NAVD 88 (GPS Observation)
Notes:

Plugging Record: Backfilled borehole with compacted cuttings. Cave in at 4.8 ft.

Date Begin: 01/02/2025 Date End: 01/02/2025

Tooling	Type	Dia.	Groundwater, ft.	
Casing	HSA	4 1/4"	During	5
Sampler	SPT	2"	End	3.75
Core			Delayed Groundwater, ft.	
Tube			Date	Depth, ft.
SPT Hammer	Auto			

Depth Drilled: 20.0 ft.

Component Percentages: Trace < 5%, Few 5-10%, Little 15-25%, Some 30-45%, Mostly 50-100%

QP = Calibrated Penetrometer (tons/sq. ft.)

Elev. FT.	Depth FT.	Sample Number	Recov. FT.	Penetration (Blows Per 6") ASTM D 1586	*USCS Group Symbol	*DESCRIPTION	QP tsf	MST %	DD pcf	REMARKS
607.1	1	S-1	1.2	2-4-6 N=10		5" Silty Topsoil 0.4				
606.1	2					Brown poorly graded SAND; mostly fine sand, trace silty fines, moist				
605.1	3									
604.1	4	S-2	1.5	8-8-8 N=16						
603.1	5									
602.1	6					Grades wet at 5'				
601.1	7	S-3	1.5	2-2-2 N=4						Charged augers with water from 6'
600.1	8									
599.1	9	S-4	0.5	WOH/18"	SP					WOH = Weight of Hammer
598.1	10									S-4: Poor recovery; possible loose / wet material
597.1	11									
596.1	12									
595.1	13									
594.1	14	S-5	1.0	3-6-9 N=15						
593.1	15									
592.1	16									
591.1	17									
590.1	18									
589.1	19	S-6	1.5	6-8-10 N=18		20.0				
588.1	20					End of Boring				

* Visual estimate following ASTM D 2488 unless laboratory testing has been performed. Stratification changes are approximated between samples.

LOG OF BORING

Project No.: 241915
Boring No.: B-2
Sheet: 1 of 1

Project: Trail View Development
Client: BauVan West Land Company, LLC
Location: Holland, Michigan
Drill Type: Acker Renegade
Crew Chief: NB Field Eng.: MM Rev. By: CK
Coordinates: N=483649.9 E=12636900.6 (MI South ift)
Elevation: 608.5 ft Datum: NAVD 88 (GPS Observation)
Notes:

Plugging Record: Backfilled borehole with compacted cuttings. Cave in at 4.9 ft.

Date Begin: 01/02/2025 Date End: 01/02/2025

Tooling	Type	Dia.	Groundwater, ft.	
Casing	HSA	4 1/4"	During	5
Sampler	SPT	2"	End	3.9
Core			Delayed Groundwater, ft.	
Tube			Date	Depth, ft.
SPT Hammer	Auto			

Depth Drilled: 20.0 ft.

Component Percentages: Trace < 5%, Few 5-10%, Little 15-25%, Some 30-45%, Mostly 50-100%

QP = Calibrated Penetrometer (tons/sq. ft.)

Elev. FT.	Depth FT.	Sample Number	Recov. FT.	Penetration (Blows Per 6") ASTM D 1586	*USCS Group Symbol	*DESCRIPTION	QP tsf	MST %	DD pcf	REMARKS
607.5	1	S-1	1.5	3-4-5 N=9		6" Silty Topsoil 0.5				
606.5	2					Brown poorly graded SAND; mostly fine sand, trace silty fines, moist				
605.5	3									
604.5	4	S-2	1.5	4-4-5 N=9						
603.5	5									
602.5	6					Grades wet at 5'				
601.5	7	S-3	1.5	3-4-5 N=9						Charged augers with water from 6'
600.5	8									
599.5	9	S-4	1.5	3-3-3 N=6						
598.5	10									
597.5	11				SP					
596.5	12									
595.5	13									
594.5	14	S-5	1.5	4-7-8 N=15						
593.5	15									
592.5	16									
591.5	17									
590.5	18									
589.5	19	S-6	1.5	2-2-3 N=5						
588.5	20					20.0				
						End of Boring				

* Visual estimate following ASTM D 2488 unless laboratory testing has been performed. Stratification changes are approximated between samples.

LOG OF BORING

Project No.: 241915
Boring No.: B-3
Sheet: 1 of 1

Project: Trail View Development
Client: BauVan West Land Company, LLC
Location: Holland, Michigan
Drill Type: Acker Renegade
Crew Chief: NB Field Eng.: MM Rev. By: CK
Coordinates: N=483909.0 E=12636985.1 (MI South ift)
Elevation: 609.2 ft Datum: NAVD 88 (GPS Observation)
Notes:

Plugging Record: Backfilled borehole with compacted cuttings. Cave in at 5.0 ft.

Date Begin: 01/02/2025 Date End: 01/02/2025

Tooling	Type	Dia.	Groundwater, ft.	
Casing	HSA	4 1/4"	During	5
Sampler	SPT	2"	End	4.2
Core			Delayed Groundwater, ft.	
Tube			Date	Depth, ft.
SPT Hammer	Auto			

Depth Drilled: 20.0 ft.

Component Percentages: Trace < 5%, Few 5-10%, Little 15-25%, Some 30-45%, Mostly 50-100%

QP = Calibrated Penetrometer (tons/sq. ft.)

Elev. FT.	Depth FT.	Sample Number	Recov. FT.	Penetration (Blows Per 6") ASTM D 1586	*USCS Group Symbol	*DESCRIPTION	QP tsf	MST %	DD pcf	REMARKS
608.2	1	S-1	1.5	2-4-6 N=10		8" Silty Topsoil 0.7				
607.2	2					Brown poorly graded SAND; mostly fine sand, trace silty fines, moist				
606.2	3									
605.2	4	S-2	1.5	2-3-3 N=6						
604.2	5									
603.2	6					Grades wet at 5'				Charged augers with water at 5'
602.2	7	S-3	1.5	WOH/18"						WOH = Weight of Hammer
601.2	8									
600.2	9	S-4	1.5	1-1-1 N=2						
599.2	10									
598.2	11				SP					
597.2	12	S-5	1.5	1-1-5 N=6						
596.2	13									
595.2	14	S-6	1.5	3-5-8 N=13						
594.2	15									
593.2	16									
592.2	17									
591.2	18									
590.2	19	S-7	1.5	4-6-8 N=14		20.0				
589.2	20					End of Boring				

* Visual estimate following ASTM D 2488 unless laboratory testing has been performed. Stratification changes are approximated between samples.

LOG OF BORING

Project No.: 241915
Boring No.: B-4
Sheet: 1 of 1

Project: Trail View Development
Client: BauVan West Land Company, LLC
Location: Holland, Michigan
Drill Type: Acker Renegade
Crew Chief: NB Field Eng.: MM Rev. By: CK
Coordinates: N=483891.6 E=12636551.2 (MI South ift)
Elevation: 608.9 ft Datum: NAVD 88 (GPS Observation)
Notes:

Plugging Record: Backfilled borehole with compacted cuttings. Cave in at 6.0 ft.

Date Begin: 01/02/2025 Date End: 01/02/2025

Tooling	Type	Dia.	Groundwater, ft.	
Casing	HSA	4 1/4"	During	5
Sampler	SPT	2"	End	4.3
Core			Delayed Groundwater, ft.	
Tube			Date	Depth, ft.
SPT Hammer	Auto			

Depth Drilled: 20.0 ft.

Component Percentages: Trace < 5%, Few 5-10%, Little 15-25%, Some 30-45%, Mostly 50-100%

QP = Calibrated Penetrometer (tons/sq. ft.)

Elev. FT.	Depth FT.	Sample Number	Recov. FT.	Penetration (Blows Per 6") ASTM D 1586	*USCS Group Symbol	*DESCRIPTION	QP tsf	MST %	DD pcf	REMARKS
607.9	1	S-1	1.2	2-3-6 N=9		8" Silty Topsoil 0.7				
606.9	2					Brown poorly graded SAND; mostly fine sand, trace silty fines, moist				
605.9	3									
604.9	4	S-2	1.5	5-8-9 N=17						
603.9	5									
602.9	6					Grades wet at 5'				Charged augers with water at 5'
601.9	7	S-3	1.3	2-2-2 N=4						
600.9	8									
599.9	9	S-4	1.0	WOH/18"						WOH = Weight of Hammer
598.9	10									
597.9	11				SP					
596.9	12	S-5	1.1	1-1-2 N=3						
595.9	13									
594.9	14	S-6	1.0	WOH/18"						
593.9	15									
592.9	16	S-7	0.8	WOH/18"						
591.9	17									
590.9	18									
589.9	19	S-8	1.5	5-7-8 N=15		20.0				End of Boring at 20'
						End of Boring				

* Visual estimate following ASTM D 2488 unless laboratory testing has been performed. Stratification changes are approximated between samples.

LOG OF BORING

Project No.: 241915
Boring No.: B-5
Sheet: 1 of 1

Project: Trail View Development
Client: BauVan West Land Company, LLC
Location: Holland, Michigan
Drill Type: Acker Renegade
Crew Chief: NB Field Eng.: MM Rev. By: CK
Coordinates: N=483618.9 E=12636530.3 (MI South ift)
Elevation: 608.2 ft Datum: NAVD 88 (GPS Observation)
Notes:

Plugging Record: Backfilled borehole with compacted cuttings. Cave in at 3.0 ft.

Date Begin: 01/02/2025 Date End: 01/02/2025

Tooling	Type	Dia.	Groundwater, ft.	
Casing	HSA	4 1/4"	During	4
Sampler	SPT	2"	End	3
Core			Delayed Groundwater, ft.	
Tube			Date	Depth, ft.
SPT Hammer	Auto			

Depth Drilled: 22.5 ft.

Component Percentages: Trace < 5%, Few 5-10%, Little 15-25%, Some 30-45%, Mostly 50-100%

QP = Calibrated Penetrometer (tons/sq. ft.)

Elev. FT.	Depth FT.	Sample Number	Recov. FT.	Penetration (Blows Per 6") ASTM D 1586	*USCS Group Symbol	*DESCRIPTION	QP tsf	MST %	DD pcf	REMARKS
607.2	1	S-1	1.5	WOH-4-5 N=9		8" Silty Topsoil 0.7				WOH = Weight of Hammer
606.2	2					Brown poorly graded SAND; mostly fine sand, trace silty fines, moist				
605.2	3									
604.2	4	S-2	1.5	2-3-4 N=7		Grades wet at 4'				Charged augers with water at 3.5'
603.2	5									
602.2	6									
601.2	7	S-3	1.2	1-2-3 N=5						S-3, S-5 to S-8: Poor recovery; possible coarse gravel / COBBLE
600.2	8									
599.2	9	S-4	1.3	1-2-2 N=4						
598.2	10									
597.2	11									
596.2	12	S-5	1.0	WOH/18"	SP					
595.2	13									
594.2	14	S-6	1.0	WOH/12"-1						
593.2	15									
592.2	16									
591.2	17	S-7	0.9	WOH/18"						
590.2	18									
589.2	19	S-8	0.8	WOH/18"						
588.2	20									
587.2	21									
586.2	22	S-9	1.5	3-6-8 N=14		22.5				
						End of Boring				

* Visual estimate following ASTM D 2488 unless laboratory testing has been performed. Stratification changes are approximated between samples.

LOG OF BORING

Project No.: 241915
Boring No.: B-6
Sheet: 1 of 1

Project: Trail View Development
Client: BauVan West Land Company, LLC
Location: Holland, Michigan
Drill Type: Acker Renegade
Crew Chief: NB Field Eng.: MM Rev. By: CK
Coordinates: N=483350.0 E=12636530.2 (MI South ift)
Elevation: 608.1 ft Datum: NAVD 88 (GPS Observation)
Notes:

Plugging Record: Backfilled borehole with compacted cuttings. Cave in at 5.0 ft.

Date Begin: 01/02/2025 Date End: 01/02/2025

Tooling	Type	Dia.	Groundwater, ft.	
Casing	HSA	4 1/4"	During	4
Sampler	SPT	2"	End	4
Core			Delayed Groundwater, ft.	
Tube			Date	Depth, ft.
SPT Hammer	Auto			

Depth Drilled: 17.5 ft.

Component Percentages: Trace < 5%, Few 5-10%, Little 15-25%, Some 30-45%, Mostly 50-100%

QP = Calibrated Penetrometer (tons/sq. ft.)

Elev. FT.	Depth FT.	Sample Number	Recov. FT.	Penetration (Blows Per 6") ASTM D 1586	*USCS Group Symbol	*DESCRIPTION	QP tsf	MST %	DD pcf	REMARKS
607.1	1	S-1	1.5	2-3-5 N=8		9" Silty Topsoil 0.8				
606.1	2					Brown poorly graded SAND; mostly fine sand, trace silty fines, moist				
605.1	3									
604.1	4	S-2	1.5	3-3-4 N=7		Grades wet at 4'				Charged augers with water at 3.5'
603.1	5									
602.1	6									
601.1	7	S-3	1.5	2-3-3 N=6						
600.1	8									
599.1	9	S-4	1.4	1-2-3 N=5	SP					
598.1	10									
597.1	11									
596.1	12									
595.1	13									
594.1	14	S-5	1.2	1/12"-1						S-5: Poor recovery; possible coarse gravel / COBBLE
593.1	15									
592.1	16									
591.1	17	S-6	1.5	1-2-4 N=6		17.5				
						End of Boring				

* Visual estimate following ASTM D 2488 unless laboratory testing has been performed. Stratification changes are approximated between samples.

LOG OF BORING

Project No.: 241915
Boring No.: B-7
Sheet: 1 of 1

Project: Trail View Development
Client: BauVan West Land Company, LLC
Location: Holland, Michigan
Drill Type: Acker Renegade
Crew Chief: NB Field Eng.: MM Rev. By: CK
Coordinates: N=484242.7 E=12637042.1 (MI South ift)
Elevation: 609.8 ft Datum: NAVD 88 (GPS Observation)
Notes:

Plugging Record: Backfilled borehole with compacted cuttings. Cave in at 6.5 ft.

Date Begin: 01/04/2025 Date End: 01/04/2025

Tooling	Type	Dia.	Groundwater, ft.	
Casing	HSA	4 1/4"	During	4
Sampler	SPT	2"	End	5.7
Core			Delayed Groundwater, ft.	
Tube			Date	Depth, ft.
SPT Hammer	Auto			

Depth Drilled: 20.0 ft.

Component Percentages: Trace < 5%, Few 5-10%, Little 15-25%, Some 30-45%, Mostly 50-100%

QP = Calibrated Penetrometer (tons/sq. ft.)

Elev. FT.	Depth FT.	Sample Number	Recov. FT.	Penetration (Blows Per 6") ASTM D 1586	*USCS Group Symbol	*DESCRIPTION	QP tsf	MST %	DD pcf	REMARKS
608.8	1	S-1	1.3	0-2-4 N=6		8" Silty Topsoil 0.7				
607.8	2					Brown poorly graded SAND; mostly medium to fine sand, trace silty fines, moist				
606.8	3									
605.8	4	S-2	1.5	4-4-4 N=8		Grades wet				Charged augers with water from 3.5'
604.8	5									
603.8	6									
602.8	7	S-3	1.2	1-1-2 N=3						S-3, S-4: Poor recovery; possible coarse gravel / COBBLE
601.8	8					Grades dark brown, with organic silty sand lenses				
600.8	9	S-4	1.2	1-2-3 N=5						
599.8	10					Grades lighter with fewer silty sand lenses				
598.8	11				SP					
597.8	12									
596.8	13									
595.8	14	S-5	1.3	3-6-9 N=15						
594.8	15					Grades without silty sand lenses, with trace fine gravel				
593.8	16									
592.8	17									
591.8	18									
590.8	19	S-6	1.3	3-6-9 N=15		20.0				
589.8	20					End of Boring				

* Visual estimate following ASTM D 2488 unless laboratory testing has been performed. Stratification changes are approximated between samples.

LOG OF BORING

Project No.: 241915
Boring No.: B-8
Sheet: 1 of 1

Project: Trail View Development
Client: BauVan West Land Company, LLC
Location: Holland, Michigan
Drill Type: Acker Renegade
Crew Chief: NB Field Eng.: MM Rev. By: CK
Coordinates: N=484485.2 E=12637036.3 (MI South ift)
Elevation: 610.7 ft Datum: NAVD 88 (GPS Observation)
Notes:

Plugging Record: Backfilled borehole with compacted cuttings. Cave in at 6.2 ft.

Date Begin: 01/04/2025 Date End: 01/04/2025

Tooling	Type	Dia.	Groundwater, ft.	
Casing	HSA	4 1/4"	During	4.5
Sampler	SPT	2"	End	5.7
Core			Delayed Groundwater, ft.	
Tube			Date	Depth, ft.
SPT Hammer	Auto			

Depth Drilled: 20.0 ft.

Component Percentages: Trace < 5%, Few 5-10%, Little 15-25%, Some 30-45%, Mostly 50-100%

QP = Calibrated Penetrometer (tons/sq. ft.)

Elev. FT.	Depth FT.	Sample Number	Recov. FT.	Penetration (Blows Per 6") ASTM D 1586	*USCS Group Symbol	*DESCRIPTION	QP tsf	MST %	DD pcf	REMARKS
609.7	1	S-1	1.5	2-4-6 N=10		8" Silty Topsoil 0.7				
608.7	2					Brown poorly graded SAND; mostly medium to fine sand, trace silty fines, moist Grades wet				
607.7	3									
606.7	4	S-2	1.5	3-5-8 N=13						
605.7	5									
604.7	6									Charged augers with water from 3.5'
603.7	7	S-3	1.5	3-3-3 N=6		Grades darker				
602.7	8									
601.7	9	S-4	1.5	1-1-1 N=2						
600.7	10									
599.7	11				SP	Grades lighter				
598.7	12	S-5	1.5	2-3-3 N=6						
597.7	13									
596.7	14	S-6	1.3	4-5-7 N=12		Grades with trace fine gravel				
595.7	15									
594.7	16									
593.7	17									
592.7	18									
591.7	19	S-7	1.5	6-8-10 N=18		20.0				
590.7	20					End of Boring				

* Visual estimate following ASTM D 2488 unless laboratory testing has been performed. Stratification changes are approximated between samples.

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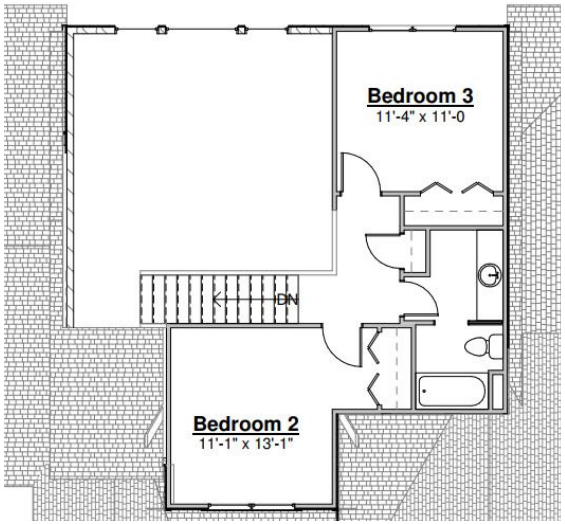
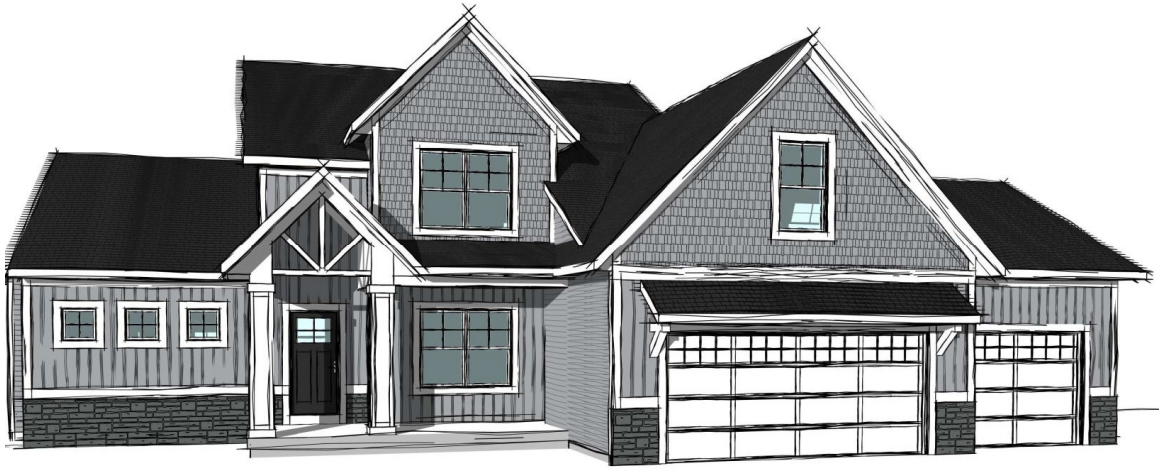
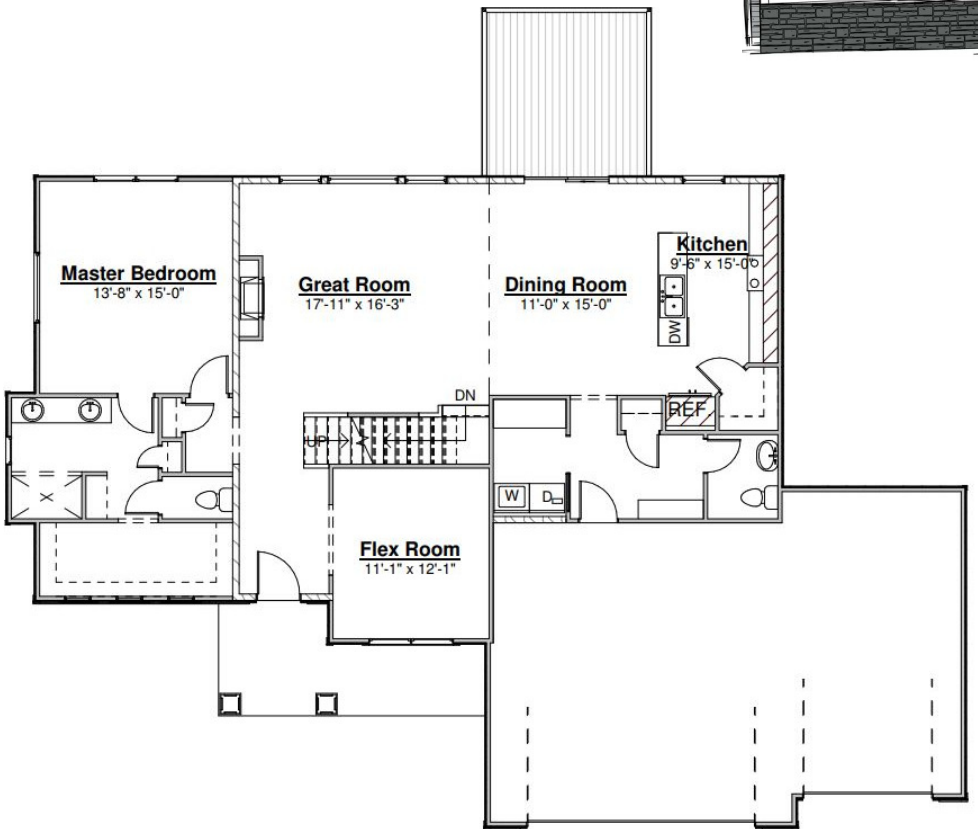






Plan Details

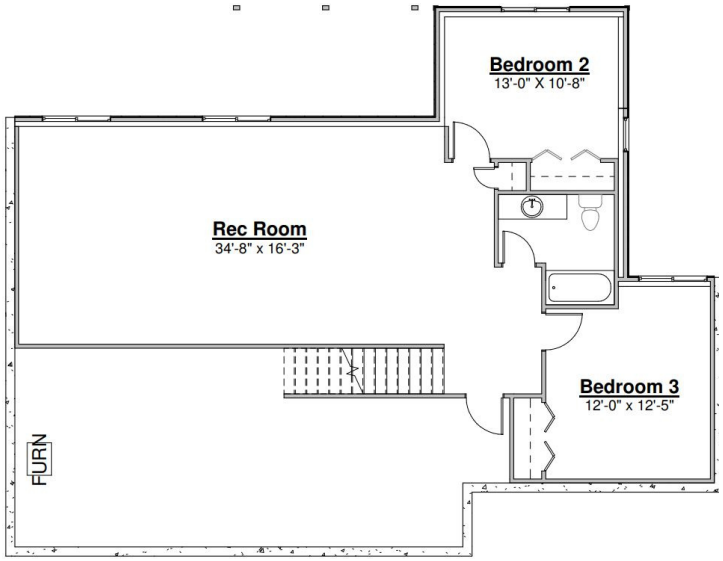
Main Floor—Master Bed & Bath with Flex Room and Half Bath

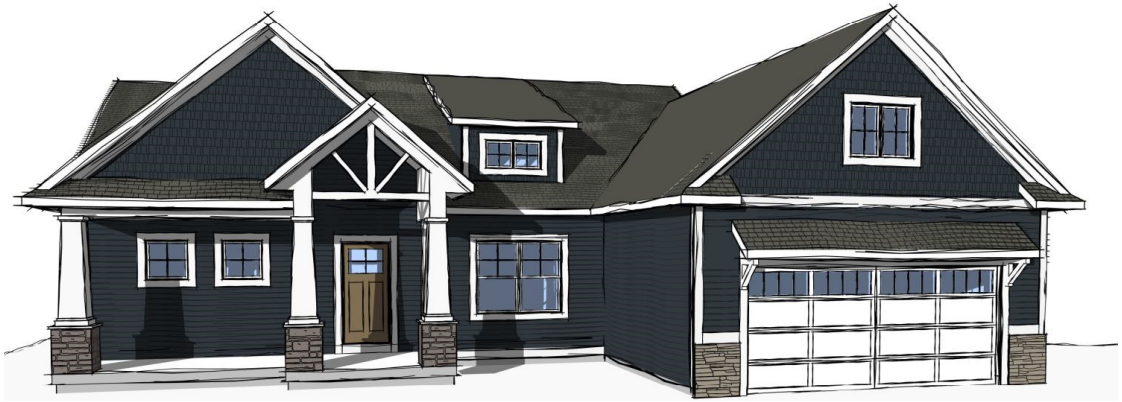
Second Floor—Bathroom and 2 or 3 Bedrooms

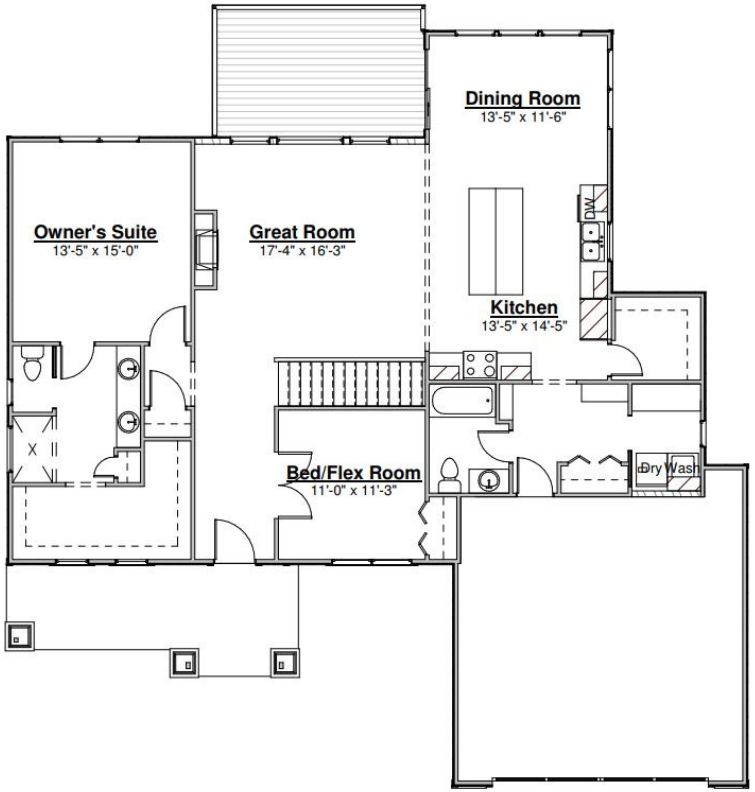
Lower Level—Potential Bathroom, Bedroom, and Rec Room

Baumann
BUILDING INC.

Thornapple







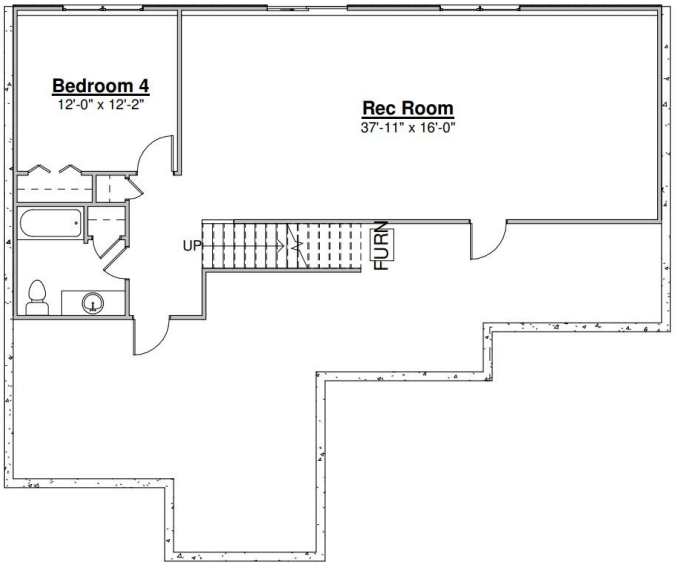
Plan Details

Main Floor —Master Bed & Bath with Additional Bedroom/Flex Room and Main Bath

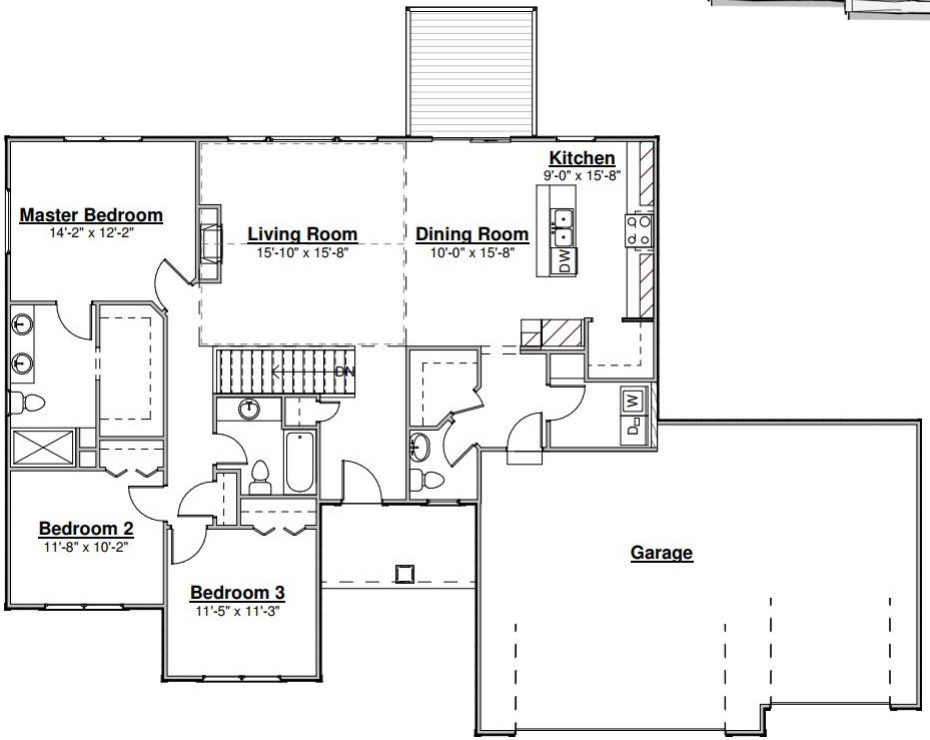
Lower Level—Potential Bathroom, 2 Bedrooms, and Rec Room

Baumann BUILDING INC.

Big Star







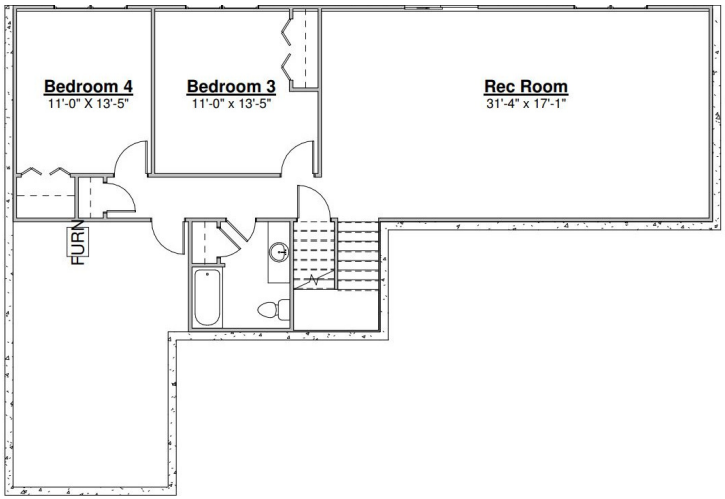
Plan Details

Main Floor—Master Bed & Bath with 2 Bedrooms and Main Bath

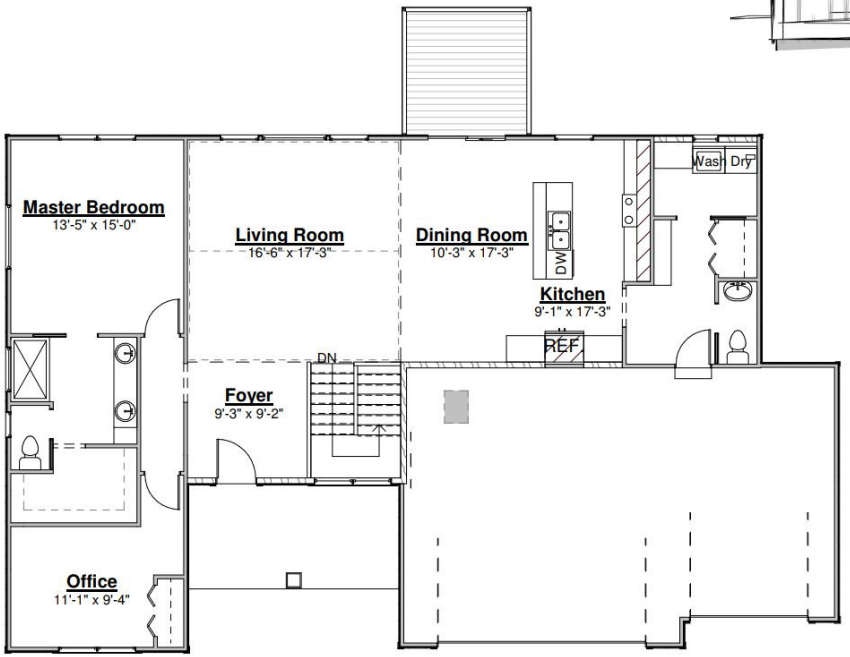
Lower Level—Potential Bathroom, 2 Bedrooms, and Rec Room in Lower Level

Baumann BUILDING INC.

Dumont







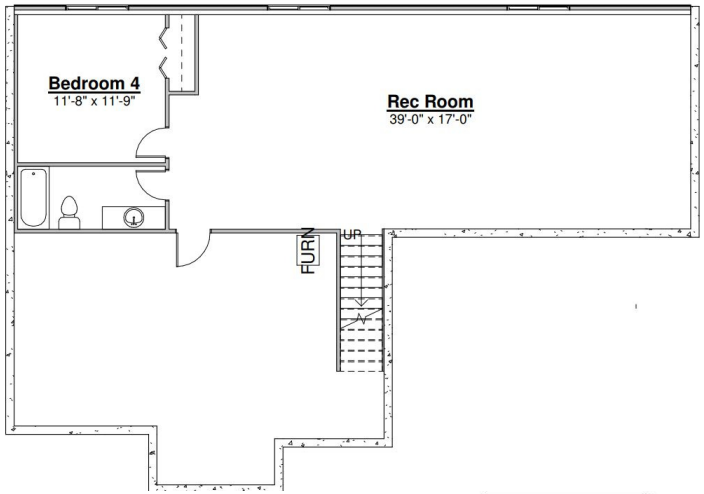
Plan Details

Main Floor—Master Bed & Bath with Bedroom/Flex Room and Half Bath

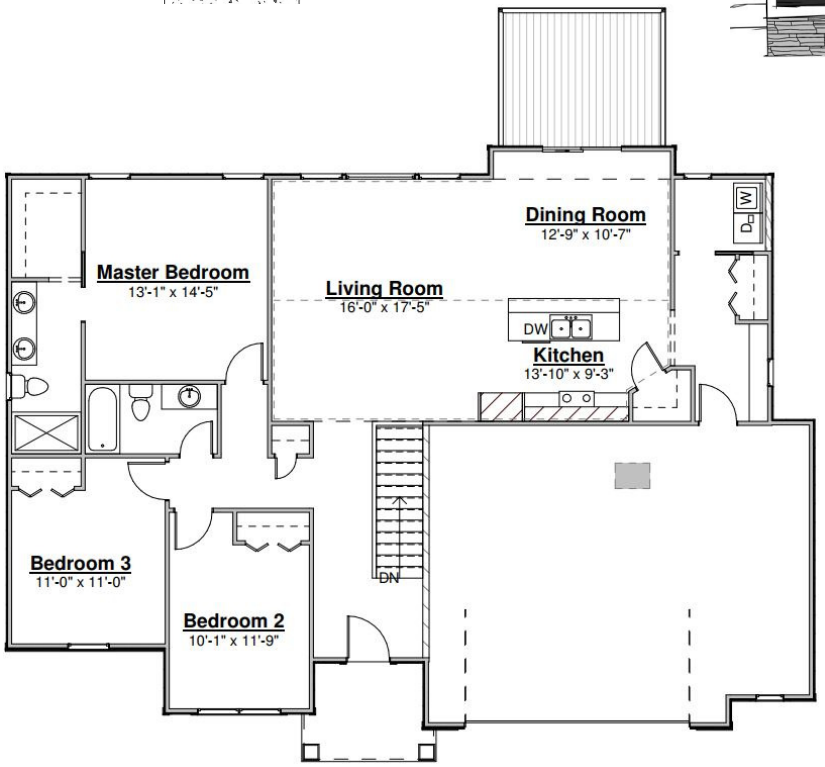
Lower Level—Potential Bathroom, 2 Bedrooms, and Rec Room

Baumann BUILDING INC.

Bella Vista







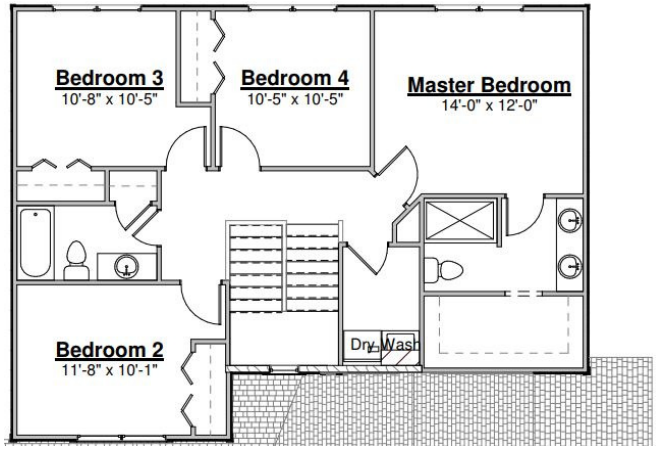
Plan Details

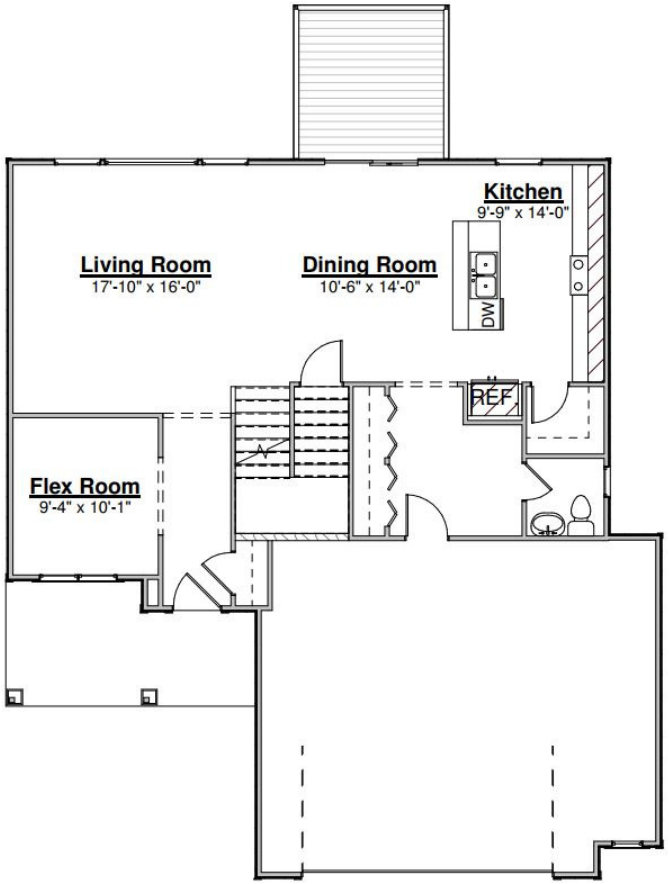
Main Floor—Master Bed & Bath with 2 Bedrooms and Main Bath

Lower Level—Potential Bathroom, Bedroom, and Rec Room

Baumann BUILDING INC.

Mission Point







Plan Details

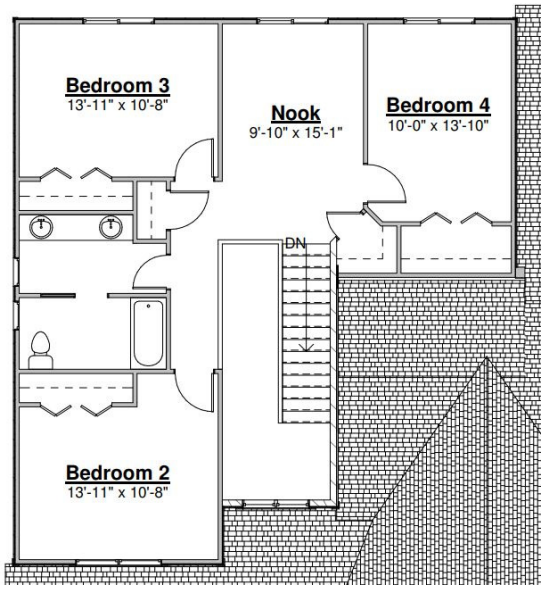
Main Floor—Flex Room and Half Bath

Second Floor—Master Bed & Bath, 3 Bedrooms, and Bathroom

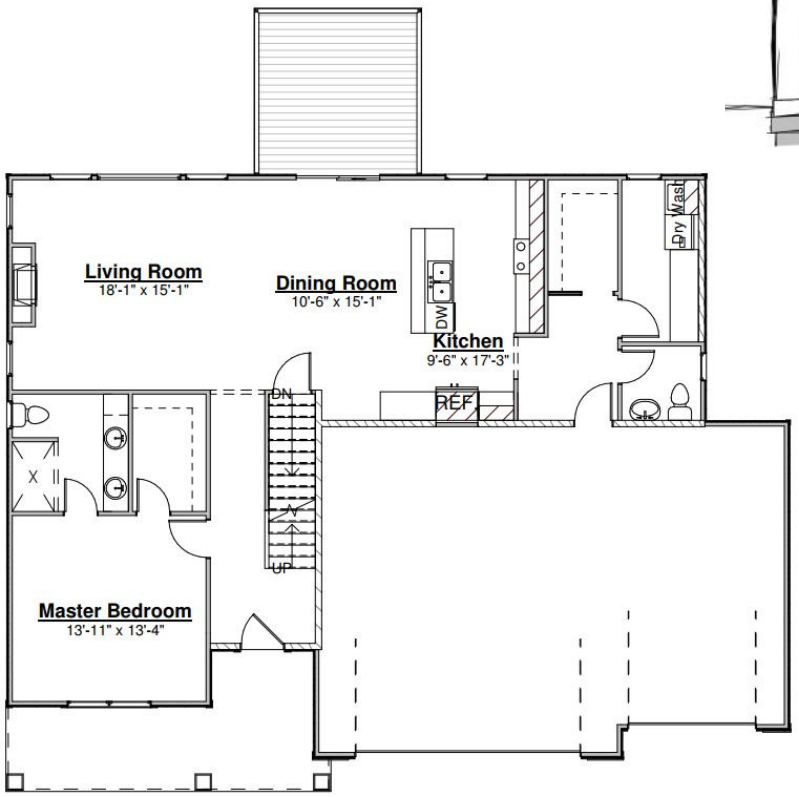
Lower Level—Potential Bathroom, Bedroom, and Rec Room

Baumann
BUILDING INC.

Charlevoix







Plan Details

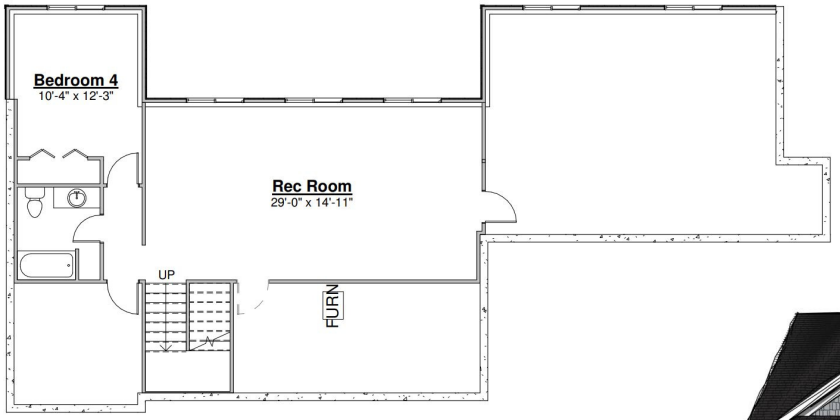
Main Floor—Master Bed & Bath and Half Bath

Second Floor—3 Bedrooms, Bathroom, and Nook

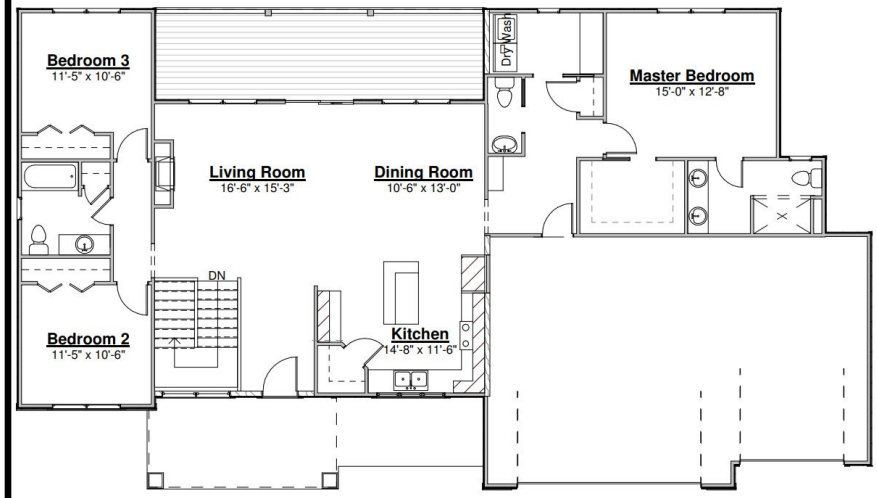
Lower Level—Potential Bathroom, Bedroom, and Rec Room

Baumann BUILDING INC.

Portage







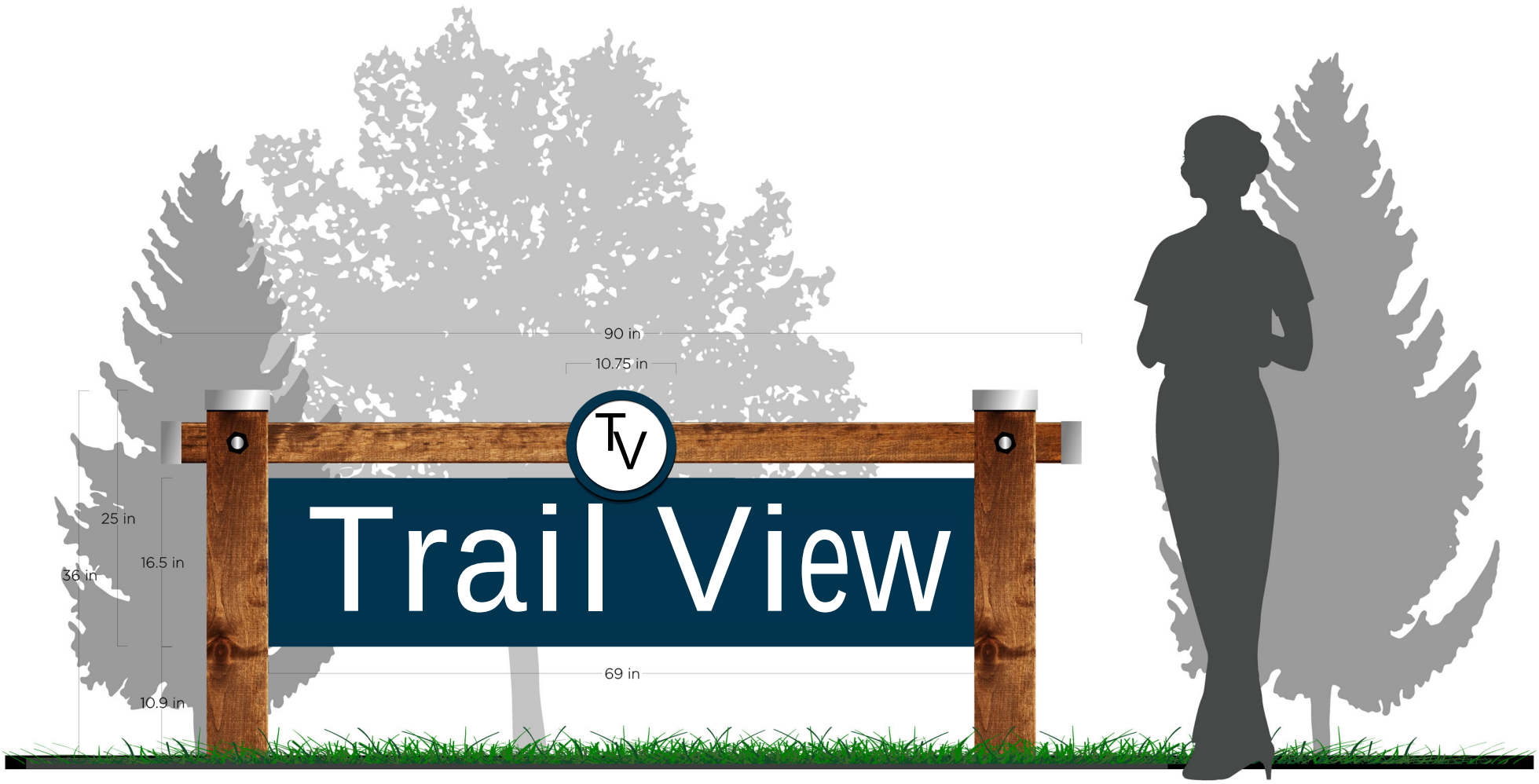
Plan Details

Main Floor—Master Bed & Bath with 2 Bedrooms and Main Bath

Lower Level—Potential Bathroom, 2 Bedrooms, and Rec Room

Baumann BUILDING INC.

Non-lit, single-sided monument sign with aluminum sign cabinet and dimensional acrylic letters.
White oak post structure.



Allowed: 32 SF, 8′ height max. As drawn: 12 SF, 3′ height.

SIGNATURE:	DATE:	DRAWING: main ID		DATE:	
		PROJECT: Baumann Building			0.25

MIDWEST SIGN COMPANY
1124 Electric Ave.
Wayland, MI 49348
midwestsignco.com
616-583-1743

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Riley Trails Expansion Project

In cooperation with adjacent landowner and housing developer, Bauvan West Land Co., LLC, Ottawa County Parks intends to accept the donation of an approximately 15.7 acre parcel of land on its south border as an addition to the existing Riley Trails Park site. This donation is also intended to meet the Park Township open space requirements for the planned housing subdivision of which this donation is a part.

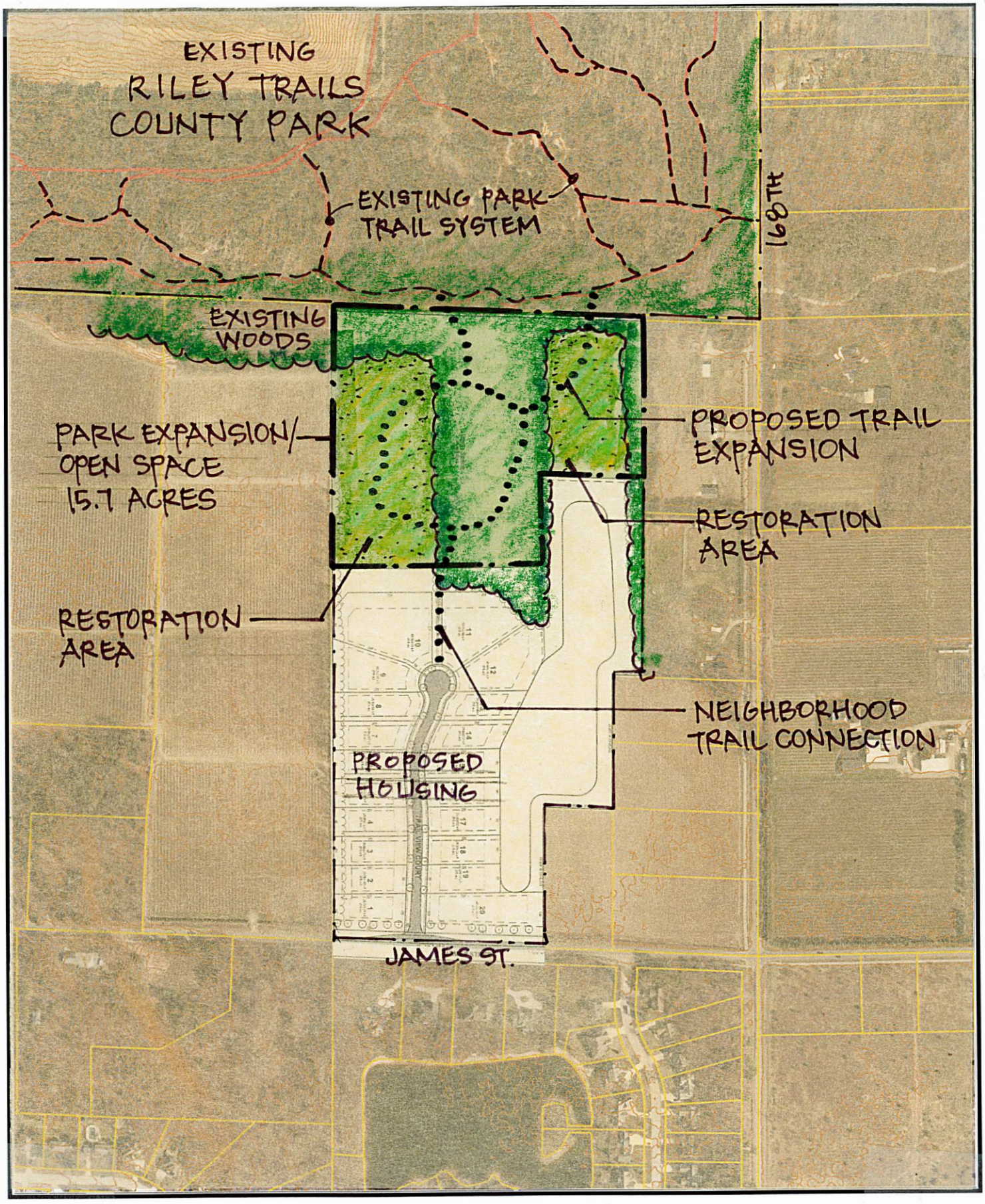
As its name indicates, Riley Trails provides outdoor recreation for both local and regional users with an extensive system of trails for hikers, bikers, dog-walkers, wildlife watchers, and skiers on its 300 acres of rolling, mostly wooded terrain. The additional property would expand these opportunities as well as provide a pedestrian connection from the adjacent planned neighborhood.

Initial improvements to the property would include restoration of existing agricultural field areas to native grassland or woodland, clearing of natural surface trails, and installation of rule, boundary, and trail signage in keeping with the proposed donation agreement which states that:

> *"The Grantee shall use and maintain the Property exclusively as a public park, and any development or use of the Property shall be limited to activities that support its function as a public park. This restriction is intended to run with the land and shall be binding upon the Grantee, its successors, and assigns."*

More specifically, this would include the following:

- Uses of this parcel would be limited to uses allowed by the published park rules for this site.
- Maintenance of the area and built facilities by park staff, volunteers, or hired contractors would be to the same standard as other similar areas of the park. It should be noted that most of the area is intended to be kept in a natural state. Management of natural areas would be in accordance with natural resource management goals established by Ottawa County Parks.



Preliminary Concept Plan **December 5, 2024**

Riley Trails Expansion

N W E S

0 200 400 800 Feet

AGREEMENT FOR TRANSFER AND DONATION OF REAL ESTATE

This Agreement for Transfer and Donation of Real Estate (this "Agreement") is made between _____ (the "Seller"), and the County of Ottawa, a Michigan public body corporate, acting by and through its Parks & Recreation Commission, which has an address of 12220 Fillmore Street, West Olive, Michigan 49460 (the "Buyer").

TERMS AND CONDITIONS

1. Transfer and Donation.

A. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller the land _____, as depicted on the attached Exhibit A (the "Property"), subject to any easements and restrictions of record as well as any required by this Agreement.

B. The total purchase price for the Property is $_____ (the "Purchase Price"). Buyer shall pay the Purchase Price to Seller at the Closing (defined below) with immediately available funds.

C. Seller and Buyer acknowledge the transaction described in this Agreement is a bargain sale, meaning that the fair market value of the Property exceeds the Purchase Price. Seller and Buyer further acknowledge and agree that Seller may report the difference as a charitable donation for tax purposes. Buyer shall have no responsibility or liability for the determination of the amount or availability of any tax deduction which Seller may claim relating to the donation. Notwithstanding the foregoing, the Buyer agrees to reasonably cooperate with Seller with respect to any tax deduction claim, which cooperation shall include signing accurate and complete documentation prepared by Seller as required to substantiate a charitable contribution.

D. As a condition of the donation, the deed given by Seller at the closing shall include the following covenant to use the Property as a public park:

> The Grantee shall use and maintain the Property exclusively as a public park, and any development or use of the Property shall be limited to activities that support its function as a public park. This restriction is intended to run with the land and shall be binding upon the Grantee, its successors, and assigns.

2. Title Commitment. Buyer shall be solely responsible for obtaining any title insurance or other assurance of title Buyer wishes to acquire. Buyer intends to obtain title insurance from _____ (the "Title Company").

3. Survey. Prior to the closing, Buyer may, at Buyer's expense, obtain a survey of the Property.

4. Inspections.

A. During the period commencing on the Effective Date and continuing until _____ (the "Due Diligence Period"), Buyer may enter the Property and conduct, at Buyer's expense any inspections, environmental site assessments, or other investigations of the Property that it deems appropriate..

B. All physical entry and activity upon the Property by or for Buyer or its employees, agents, contractors or consultants (collectively, "Buyer's agents") for any purpose under this Agreement must comply with all applicable laws and regulations. Buyer must promptly return the Property to substantially its original condition upon completion of such inspections and tests, on an ongoing basis, and must repair any and all damage to the Property caused by Buyer or Buyer's agents and/or arising from such entry or activities on the Property by Buyer or Buyer' agents.

C. Entry on and performance of the work on the Property as permitted in subsections 4.A and 4.B above shall be the Buyer's own risk and responsibility or the risk and responsibility of Buyer's agents.

D. Seller shall extend reasonable cooperation to Buyer and Buyer's agents to facilitate such inspections, investigations, appraisals and tests, and Seller grants to Buyer and Buyer's agents the right to gain entry to the Property to inspect the Property.

E. Buyer shall hold Seller (for purposes of this paragraph, including Seller's officers and employees) harmless from, indemnify Seller for, and defend Seller (with legal counsel reasonably acceptable to Seller) against any liability, cost, expense or damage (including without limitation all legal costs and attorneys' fees) resulting of any acts or omissions of Buyer or Buyer's agents in connection with exercise of Buyer's rights under subsections 4.A and 4.B above. These obligations will survive any termination or rescission of this Agreement and the Closing.

5. Buyer's Right to Terminate.

A. Buyer shall have until the end of the Due Diligence Period to determine whether to close on the Property.

B. Buyer may terminate this Agreement at its sole discretion by giving written notice of termination to Seller at any time prior to the expiration of the Due Diligence Period. Upon such termination, neither party shall have any further rights or obligations one to the other, except for those that expressly survive the termination of this Agreement.

C. If Buyer does not terminate this Agreement prior to the expiration of the Due Diligence Period as provided in this section, Buyer shall be deemed to have accepted and approved the condition of the Property and to have decided to close on the purchase of the Property.

6. Closing.

A. The Closing shall occur following the satisfaction or waiver of all conditions specified in this Agreement or on such other date as the Parties agree, but not later than _____ days after the last day of the Due Diligence Period (the "Closing Date"), unless otherwise mutually agreed to by the Parties in writing. The Closing will occur at the offices of the Parks & Recreation Commission, 12220 Fillmore Street, West Olive, Michigan, or at such other place as the parties agree in writing.

B. At Closing, the following items, in such form and content as is reasonably satisfactory to Seller and Buyer, must be executed (as applicable) and delivered:

1. A warranty deed signed by Seller, conveying marketable title to the Property to Buyer, subject to any items listed in any title insurance commitment obtained by the Buyer (the "Deed").

2. A closing statement detailing all prorations and adjustments.

3. Pay-off letters for all mortgages and deeds of trust of record encumbering the Property sufficient to permit the Title Company to procure releases of the liens of such mortgages and issue at Closing the Title Policy free and clear of the liens of such mortgages and deeds of trust, together with any other evidence that Purchaser may reasonably request relating to the removal of exceptions to title that are not Permitted Exceptions.

4. An owner's affidavit, and any other document reasonably required by the Title Company, Seller or Buyer, as may be customary or necessary to effectuate the Closing.

5. On the Closing Date the Property shall be in the same condition as it is on the Effective Date subject only to reasonable use, wear, tear, and any changes due to Buyer's activities between the Effective Date and Closing Date.

7. Closing Expenses and Adjustments.

A. Buyer shall pay any transfer taxes or conveyance fees associated with the conveyance of the Property.

B. Buyer shall pay any closing fee charged by the Title Company. Buyer shall pay for the recording of the Deed. Buyer shall pay the premium for an owner's title insurance policy as provided in paragraph 2.

C. Each party shall be responsible for their respective legal and advisory fees.

D. Seller shall be responsible the payment of property taxes and assessments owing prior to the calendar year of closing. Current year taxes and assessments (202___) shall be prorated on a calendar year basis to date of closing.

E. Seller shall transfer to buyer the security deposits on the leases. Rent on the leases shall be prorated on a monthly basis to date of closing.

F. Each party represents and warrants that there are no brokers', finders', or similar fees in connection with this transaction. Each party shall indemnify, defend, and hold one another harmless from any liability, cost, expense or damage (including without limitation all legal costs and attorneys' fees) caused to or incurred by the other party as a result of any breach of the foregoing representation and warranty.

8. Possession. Seller shall deliver possession of the Property to Buyer at Closing.

9. Representations and Warranties.

A. Seller represents and warrants to Buyer the following, as of the Effective Date, which representations and warranties will continue to be true and accurate as of the Closing Date:

1. The execution and delivery of this Agreement, the consummation of the transactions provided for in this Agreement, and compliance with the terms of this Agreement will not conflict with, or result in a breach of, any other agreement of Seller or any judgment, order or decree of any court having jurisdiction over Seller or the Property. This Agreement and all instruments executed or to be executed by Seller in connection with this Agreement are, or when executed will be, legal, valid, and binding instruments enforceable against Seller in accordance with their respective terms and conditions.

2. To the best of Seller's knowledge, there is no pending or threatened litigation, proceeding, lien, or governmental investigation relating to the Property, there is no pending or threatened condemnation action affecting the Property, and no such condemnation action is contemplated by any governmental authority.

3. Seller has not made any agreement that is binding on Seller or the Property to sell the Property to any party other than Buyer. Seller has not granted to any party an option to purchase the Property, which is enforceable or exercisable now, or at any time in the future.

B. Buyer represents and warrants to Buyer the following, as of the Effective Date, which representations and warranties will continue to be true and accurate as of the Closing Date:

1. Buyer has, or prior to the Closing Date will have, duly and properly taken all proceedings required to be taken by or on the part of Buyer to authorize the execution, delivery, and carrying out of this Agreement.

2. Buyer is not a party to any contract, settlement, judicial order, or other agreement of any kind which would prohibit or otherwise restrict its ability to purchase the Property pursuant to this Agreement.

10. Remedies. Except as otherwise specifically provided in this Agreement, the following remedies shall apply to any breach of this Agreement occurring prior to Closing or based on failure to close:

A. Seller's available remedies for Buyer's breach or failure to perform under this Agreement, or if Buyer gives notice of termination of the Agreement other than as permitted hereunder, will be, after

giving Buyer written notice of the default(s) and the opportunity to cure within 30 days after receiving such notice: (i) termination of this Agreement; and/or (ii) pursue legal and equitable remedies, including but not limited to specific performance.

B. Buyer's remedy for Seller's breach or failure to perform under this Agreement will be, after giving Seller written notice of said default(s) and the opportunity to cure same within 30 days after receiving written notice of such default(s), to: (i) terminate this Agreement by written notice delivered to Seller prior to the Closing, and/or (ii) pursue legal and equitable remedies, including but not limited to specific performance.

11. Miscellaneous.

A. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and it supersedes all other agreements, oral or written, between the Parties regarding its subject matter. Any waiver, alteration or modification of this Agreement will not be valid unless in writing signed by both Parties.

B. Both parties had input into the drafting of this Agreement and had the opportunity to consult legal counsel before entering into this Agreement. Therefore, this Agreement shall be construed as mutually drafted. The captions are only for reference and shall not affect the interpretation of this Agreement. However, the recitals are an integral part of this Agreement. Whenever an officer is mentioned by title in this Agreement, it shall be construed as meaning that officer or his/her designee or, if the office is abolished or duties transferred to another officer, to the officer to whom such duties are assigned.

C. Neither party may assign this Agreement or any rights, duties or obligations under this Agreement without the express, prior written authorization of the other party. Such authorization shall not be unreasonably withheld, delayed or conditioned. This Agreement shall be binding on the Parties and their permitted successors and assigns. However, no other parties are intended to benefit from or be beneficiaries of this Agreement.

D. If further documentation is reasonably needed to effectuate the provisions and intent of this Agreement, each party shall sign and deliver such further documents as are reasonably needed without undue delay or conditions.

E. This Agreement will be governed by the laws of Michigan, without regard to its conflicts of law principles. If any term or provision of this Agreement or the application of any term or provision to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or enforceable will not be affected, and each term of this Agreement will be valid and enforced to the fullest extent permitted by law.

F. Jurisdiction and venue for any action brought pursuant to or to enforce any provision of this Agreement shall be solely in the state courts in Ottawa County, Michigan. To the extent not prohibited by law, the prevailing party in any such action shall, in addition to any other remedies, be entitled to recover its actual costs incurred to investigate, bring, maintain or defend any such action from its first accrual or first notice thereof through all appellate and collection proceedings, which costs shall include, without limitation, actual, reasonable attorney fees, expert fees, filing fees, discovery costs, travel expenses, and other cost resulting from such action.

G. All notices required under this Agreement must be in writing and will be deemed to have been received, and therefore given when personally or otherwise actually delivered. Any party may at any time change its address for notice to it by notice to the other party.

H. This Agreement may be signed in one or more counterparts, all of which will be considered one and the same agreement, and will become effective when one or more counterparts have been signed

by each of the Parties and delivered to the other Party. Signatures on this Agreement, as well as on any other documents to be executed under this Agreement, may be delivered by facsimile or electronic mail in lieu of an original signature, and the parties will treat facsimile signatures and electronic mail signatures as original signatures, and be bound by this provision. However, this Agreement, the Deed, and any other document to be recorded pursuant to the terms hereof, the parties shall deliver original signatures to such documents, in recordable form, as required hereunder.

Seller and Buyer have signed this Agreement as of the dates stated below.

BUYER	**SELLER**
By:_____	By:_____
Date signed: _____	Date signed: _____

10
PLAT

2023-0029355
FILED/SEALED FOR RECORD IN
OTTAWA COUNTY, MI
JUSTIN F. ROEBUCK
COUNTY CLERK/REGISTER OF DEEDS
11/15/2023 AT 02:13 PM
30.00

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration of Covenants and Restrictions is made on ~~September~~ October 4th, 2023, by **BAUVAN WEST LAND COMPANY, LLC**, a Michigan limited liability company, whose address is 2763 120th Ave, Holland, MI 49424 (the "**Declarant**" and also may be referred to as the "**Developer**").

This conveyance is exempt from County Real Estate Transfer Tax under MCL 207.505(a) and from State Real Estate Transfer Tax under MCL 207.526(a). The value of the consideration is less than $100.

Background

A. Declarant is the owner of certain land located in Park Township, Ottawa County, Michigan as depicted and legally described on the attached **Exhibit A** as Parcels A.1, B.1, C.1, D.1, E.1 (individually a "**Parcel**" and collectively, the "**Parcels**").

B. Declarant is also the owner of certain land located in Park Township, Ottawa County, Michigan as depicted and legally described on the attached **Exhibit A** as Remainder.1 (the "**Remainder**"). The Parcels and the Remainder may be referred to collectively as the Project (the "**Project**").

C. Pursuant to the anticipated development of the Remainder as a residential community, Declarant desires to impose a restrictive covenant upon the Parcels to prohibit certain uses and to ensure that they are harmonious with the anticipated development of the Remainder for the benefit of the owner(s) of the Project or any portion thereof.

Terms and Conditions

NOW THEREFORE, in consideration of the covenants contained in this Declaration, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged,

(1)

Declarant declares that each Parcel shall be held, sold, and conveyed subject to this Declaration of Covenants and Restrictions, which shall run with the Parcels and be binding on all parties having any right, title or interest in the Parcels, or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of the owners of any portion of the Project.

ARTICLE I
Construction Requirements

1. **Design Standards**. Design standards for the Parcels are set forth in this Section. Design standards promote quality, value, and stability, for the owners of any portion of the Project ("**Owners**"). The standards in this Section are intended to promote consistency of architecture and landscape design between the Parcels and the future residential community and to enhance and preserve real estate values.

2. **Plan Approval**. No residences or buildings shall be commenced, erected, or maintained on any Parcel until plans and specifications showing the nature, kind, shape, height, color, materials and location of the improvements are approved by the Developer in writing for so long as the Declarant owns any Parcel, the Remainder, or any portion thereof. An application for approval must be submitted by the Owner or his agent to the Developer at least ten (10) days prior to the desired date of commencement of any construction activity of any type on a Parcel, and no site work shall be started until approval is complete.

The Developer shall have the right to refuse to approve any plans or specifications which are not suitable or desirable in its opinion for aesthetic or other reasons. In passing upon such plans, the Developer shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to erect the same, and the degree of harmony with the Project as a whole.

The purpose of this Section is to ensure the continued maintenance of the Project as a beautiful and harmonious residential building development, and will be binding upon all Owners.

3. **Building Square Footage**. Each one-story dwelling shall have a minimum square footage above grade level exclusive of porches, garages, and/or breezeways of 1,600 square feet. Each story and one-half dwelling shall have a minimum square footage above grade level exclusive of porches, garages, and/or breezeways of 2,000 square feet. All other multi-story dwellings shall have a minimum square footage above grade level exclusive of porches, garages, and /or breezeways of 2,200 square feet, 1,200 square feet of which must be on the main floor.

4. **Residence Height, Garage, Driveways, Mobile Homes**. No residence shall be less than one story in height excluding the basement. All driveways between the road and garage shall be constructed in accordance with Park Township requirements. No single or double wide mobile homes shall be permitted. Modular homes shall also not be permitted.

5. **Outbuildings**. Accessory and/or outbuildings shall be permitted but are subject to the requirements of the Park Township Zoning Ordinance, and must be located within the building

envelopes for each Parcel shown on Exhibit A. The design, appearance, external colors, and building materials of all outbuildings shall be integrated with the design of the residential house. For so long as the Developer owns any Parcel, the Remainder, or any portion thereof, Developer shall have the right to approve the location and plans for the any accessory or outbuildings.

6. **Building Location and Setbacks.** All structures shall be located entirely within the building envelopes for the Parcels and shall otherwise conform to the Park Township Zoning Ordinance. Developer intends to construct a pond on the Remainder, although the location has not yet been finalized. By purchasing a Parcel, the Owner hereby consents to the pond being located on the property line, resulting zero pond setback, if desired by Developer. Owner agrees to cooperate with Developer and to provide any consents, authorizations, or similar, to Park Township as may be necessary.

7. **Utilities.** All power, electrical, telephone, cable television, and any other utility lines servicing any improvements on the Parcels shall be located beneath ground level.

ARTICLE III
Use and Occupancy Restrictions

1. **Single Family Residential Use.** All Parcels shall be used exclusively for single-family residential purposes and purposes customarily incidental thereto. No more than one Dwelling Unit shall be constructed on any Parcel.

2. **Home Occupations.** Although all Parcels are to be used only for single-family residential purposes, nonetheless home occupations will be permitted if the home occupation is conducted entirely within the Parcel and participated in solely by members of the immediate family residing on the Parcel, which use must be clearly incidental and secondary to the use of the Parcel for dwelling purposes and must not change the character of the use. To qualify as a home occupation, there must be (i) no sign or display that indicates from the exterior that the Dwelling Unit is being used for any purpose other than that of a dwelling, (ii) no commodities sold on the premises, (iii) no person employed other than a member of the immediate family residing in the Dwelling Unit, (iv) no more than one customer vehicle parked upon the Parcel at any given time, and (v) no mechanical or electrical equipment used, other than computers and other office equipment.

3. **Waste Disposal.** All waste, debris, and trash from each Parcel shall be stored and placed in suitable and safe covered containers for removal which shall be kept inside garages or other fully enclosed and conspicuous areas, except for short periods of time as may be reasonably necessary to permit periodic collection, not less often than once per week.

4. **Prohibited Conduct.** No immoral, improper, unlawful, or offensive activity shall be carried on in any Parcel. No unreasonably noisy activity shall occur in or on the Project or in or on any Parcel at any time. No Owner shall store flammable or hazardous substances (as defined in 40 CFR 355, Appendix A) on his Parcel, except for substances typically used for residential purposes such as propane tanks, gas cans for lawnmowers, mineral spirits, etc.

5. **Recreational and Commercial Vehicles**. No more than a total of one (1) house trailer, trailer, boat, recreational vehicle, camping vehicle or similar, or vehicles other than automobiles, or vehicles used primarily for general personal transportation use, may be parked or stored upon any Parcel in such a manner as it is visible from the Remainder or any public street. No inoperable vehicles of any type may be brought or stored upon any Parcel, either temporarily or permanently, unless within a garage with the door closed.

6. **Signs**. No signs or advertising of any kind may be displayed on any Parcel, except for the following (i) signs that are less than four (4) square feet advertising a lot or home for sale; (ii) a sign used by Declarant or a builder advertising the construction or sale of a Parcel; or (iii) political signs that are in compliance with Park Township zoning regulations are permitted within 30 days before an election and 10 days after an election.

7. **Maintenance and Appearance**. The exterior appearance of any home, structure, lawn, or landscaping within a Parcel shall at all times be kept in a neat and attractive manner, and in good condition and repair.

8. **Fences**. Fences are permitted provided they comply with all requirements of the Park Township Zoning Ordinance. Additionally, all fences shall be made from maintenance free material, including, but not limited to vinyl, iron, and aluminum. No wood or chain link fences are permitted.

9. **Swimming Pools**. No swimming pool may be nearer than ten (10) feet to any boundary of the Property and shall not project with its coping more than two feet above the established grade. No above-ground swimming pools will be permitted. All swimming pools shall comply with all applicable Park Township zoning and other ordinances.

10. **Pond Use and Maintenance Costs**. As part of the anticipated development of the Remainder, Declarant intends to construct a Pond within the Remainder which will border some of or all the Parcels. It is anticipated that the Pond will be managed by an association made up of the Owners of any portion of the Project with access to the Pond (the "**Pond Association**"). The Pond Association shall be responsible for managing the Pond, and all costs associated with maintenance of the Pond shall be shared equally among the members of the Pond Association.

11. **Compliance with Park Township Zoning Ordinance**. Use of lands within the Project is subject to the Park Township zoning and other ordinances. In case of conflict between such ordinances and these Covenants and Restrictions, the more stringent requirements shall apply.

ARTICLE IV
General Provisions

1. **Enforcement**. The Declarant, so long as it owns any portion of the Project, any Owner of a Parcel, and any Owner of a portion of the Remainder shall have the right to enforce, by any proceeding at law or in equity, these covenants and restrictions now imposed by the

provisions of this Declaration. Failure to enforce any of the provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter. In a proceeding arising because of an alleged default by an Owner, the Declarant or other Owner initiating such proceeding, if successful, may recover the cost of the proceeding and such actual attorneys' fees as may be determined by the court.

2. **Invalidity of Provision**. Invalidation of any one of these covenants or restrictions contained in this Declaration by a judgment or order of a court shall in no event affect the validity of any other provision of this Declaration.

3. **Covenants and Restrictions Run With Land**. The covenants and restrictions contained in this Declaration shall run with the land and bind the Project and all Parcels.

4. **Amendment**. The provisions of this Declaration may be amended unilaterally by the Declarant so long as the Declaration is the Owner of all Parcels within the Project. Thereafter, this Declaration may be amended only by an instrument signed by 75% of the Parcel Owners.

5. **Successors in Interest**. Any grantee of a Parcel, including a Parcel Owner, together with the heirs, assigns, and subsequent grantees of the grantee, by acceptance of a deed or other documents of conveyance of the Parcel shall be deemed to agree and to promise to comply with and be bound by the provisions of this Declaration. This Declaration shall be binding upon and inure to the benefit of the Association and the Owner of any Parcel, and their respective successors and assigns.

6. **Indemnification**. All Parcels are sold by the Declarant "AS IS" without any warranty, expressed or implied, of any kind whatsoever. Each owner, its successor and assigns, including its lessees, by acceptance of a deed to a Parcel agrees to the terms and conditions of this paragraph, and releases and discharges forever the Declarant, its successors and assigns, from all liability for claims of any kind or nature, whether existing on the date of this Declaration of Covenants and Restrictions, or arising after that concerning the physical condition of the Project, and agrees to indemnify, defend and hold the Declarant harmless from all liability, costs and expenses, including actual attorneys' fees and expenses, arising out of such claims. In the event a court of competent jurisdiction imposes liability upon the Declarant which in any way relates to or arises out of the physical condition of the Project, despite the terms of this Article, the Declarant's liability in total shall in any event be limited to One Thousand Dollars ($1,000.00), and the Declarant may discharge that liability by paying that sum to the person awarded damages since the Declarant is not an insurer and the sale price of the Parcel by the Declarant reflects the provisions of this paragraph.

DECLARANT:

Bauvan West Land Company, LLC,
a Michigan limited liability company

By: _____
Brad Vander Zwaag
Its: Member

STATE OF MICHIGAN)
)ss:
COUNTY OF OTTAWA)

Acknowledged before me in Ottawa County, Michigan, on ~~September~~ October 4th, 2023, by Brad Vander Zwaag, Member of Bauvan West Land Company, LLC, a Michigan limited liability company.

_____
Notary Name: _____
Notary Public, State of _____, County of _____
Acting in the County of _____
My Commission Expires: _____

Jennifer Augustine
NOTARY PUBLIC - STATE OF MICHIGAN
County of Ottawa
My Commission Expires August 21, 2026
Acting in the County of Ottawa

Drafted by and when recorded return to:
Steve Krommendyk
Sikkel & Associates, PLC
42 East Lakewood Blvd.
Holland, Michigan 49424
(616) 394-3025

EXHIBIT A LEGAL DESCRIPTION

PARCEL "A.1" DESCRIPTION: Part of the Southeast 1/4 of Section 15, Town 5 North, Range 16 West, Park Township, Ottawa County, Michigan,
described as: Commencing at the Southeast corner of said Section; thence N87°19'22"W 455.40 feet along the South line of said Section to the
Point of Beginning; thence continuing N87°19'22"W 216.08 feet along said South line; thence N00°31'00"E 436.49 feet, parallel with the East line
of said Section; thence S87°19'22"E 216.08 feet; thence S00°31'00"W 436.49 feet to the Point of Beginning. Contains 2.16 acres. Subject to
easements, restrictions and rights-of-way of record. Also subject to highway right-of-way for James Street over the most Southerly 33.00 feet
thereof.

PARCEL "B.1" DESCRIPTION: Part of the Southeast 1/4 of Section 15, Town 5 North, Range 16 West, Park Township, Ottawa County, Michigan,
described as: Beginning at the Southeast corner of said Section; thence N87°19'22"W 455.40 feet along the South line of said Section; thence
N00°31'00"E 239.43 feet, parallel with the East line of said Section; thence S87°19'22"E 455.40 feet; thence S00°31'00"W 239.43 feet along said
East line to the Point of Beginning. Contains 2.50 acres. Subject to easements, restrictions and rights-of-way of record. Also subject to highway
rights-of-way for James Street over the most Southerly 33.00 feet thereof and for 160th Avenue over the most Easterly 33.00 feet thereof.

PARCEL "C.1" DESCRIPTION: Part of the Southeast 1/4 of Section 15, Town 5 North, Range 16 West, Park Township, Ottawa County, Michigan,
described as: Commencing at the Southeast corner of said Section; thence N00°31'00"E 239.43 feet along the East line of said Section to the Point
of Beginning; thence N87°19'22"W 455.40 feet, parallel with the South line of said Section; thence N00°31'00"E 206.41 feet; thence S87°19'22"E
455.40 feet; thence S00°31'00"W 206.41 feet along said East line to the Point of Beginning. Contains 2.16 acres. Subject to easements, restrictions
and rights-of-way of record. Also subject to highway right-of-way for 160th Avenue over the most Easterly 33.00 feet thereof.

PARCEL "D.1" DESCRIPTION: Part of the Southeast 1/4 of Section 15, Town 5 North, Range 16 West, Park Township, Ottawa County, Michigan,
described as: Commencing at the Southeast corner of said Section; thence N00°31'00"E 445.84 feet along the East line of said Section to the Point
of Beginning; thence N87°19'22"W 455.40 feet, parallel with the South line of said Section; thence N00°31'00"E 206.41 feet; thence S87°19'22"E
455.40 feet; thence S00°31'00"W 206.41 feet along said East line to the Point of Beginning. Contains 2.16 acres. Subject to easements, restrictions
and rights-of-way of record. Also subject to highway right-of-way for 160th Avenue over the most Easterly 33.00 feet thereof.

PARCEL "E.1" DESCRIPTION: Part of the Southeast 1/4 of Section 15, Town 5 North, Range 16 West, Park Township, Ottawa County, Michigan,

described as: Commencing at the Southeast corner of said Section; thence N00°31'00"E 652.25 feet along the East line of said Section to the Point
of Beginning; thence N87°19'22"W 455.40 feet, parallel with the South line of said Section; thence N00°31'00"E 206.41 feet; thence S87°19'22"E
455.40 feet; thence S00°31'00"W 206.41 feet along said East line to the Point of Beginning. Contains 2.16 acres. Subject to easements, restrictions
and rights-of-way of record. Also subject to highway right-of-way for 160th Avenue over the most Easterly 33.00 feet thereof

Dykgraaf Excavating
Equipment List

CAT 259 D TRACK LOADER

CAT 304 E MINI EXCAVATOR

CAT D5G DOZER

CAT D6K or D4 DOZER

CAT D6K or D4 DOZER WITH GPS

3 YD FRONT END LOADER

TRI-AXLE DUMP TRUCK (15 YD)

TRI-AXLE DUMP TRUCK WITH PUP (32 YD)

TANDEM-AXLE TRUCK WITH LOWBOY

TANDEM-AXLE TRUCK WITH LEAD (24 YD)

TANDEM-AXLE TRUCK WITH LEAD & PUP (42 YD)

CAT 315 EXCAVATOR

CAT 320 EXCAVATOR

CAT 336 EXCAVATOR

CAT 345 EXCAVATOR

CAT ROLLER/COMPACTOR

SWEEPER TRUCK

WATER TRUCK

9420 JOHN DEERE SCRAPER WITH 1 PAN

9420 JOHN DEERE SCRAPER WITH 2 PANS

3520 JD Gill Tractor













TRAIL VIEW

TREE LINE EXHIBIT

project number: 20200978

Janurary 13th, 2025

NEDERVELD

20200978-20250115-RENDERING 01/15/2025 @ 3:47 pm



LEGEND

1. PUD BOUNDARY
2. EXISTING 33' RIGHT OF WAY
3. LIMIT OF DEDICATED OPEN SPACE
4. PROPOSED CUL-DE-SAC (PERMANENT)
5. PROPOSED STORMWATER BASIN
6. PROPOSED 50' RIGHT OF WAY
7. PROPOSED WALKING PATH TO PARK

NOTES

Site Location:		NW Corner of James & 160th Park Township, Ottawa County
Site Condo Acreage	=	39.27 ac. (EXCLUDING 50' R.O.W.)
Site Condo Lots	=	20
Length of Road	=	877 ln.ft.
Setbacks		
- Front	=	40 ft.
- Side	=	10 ft.
- Rear	=	50 ft.

January 15, 2025 North 0' 50' 100' 200' Scale: 1"=100'

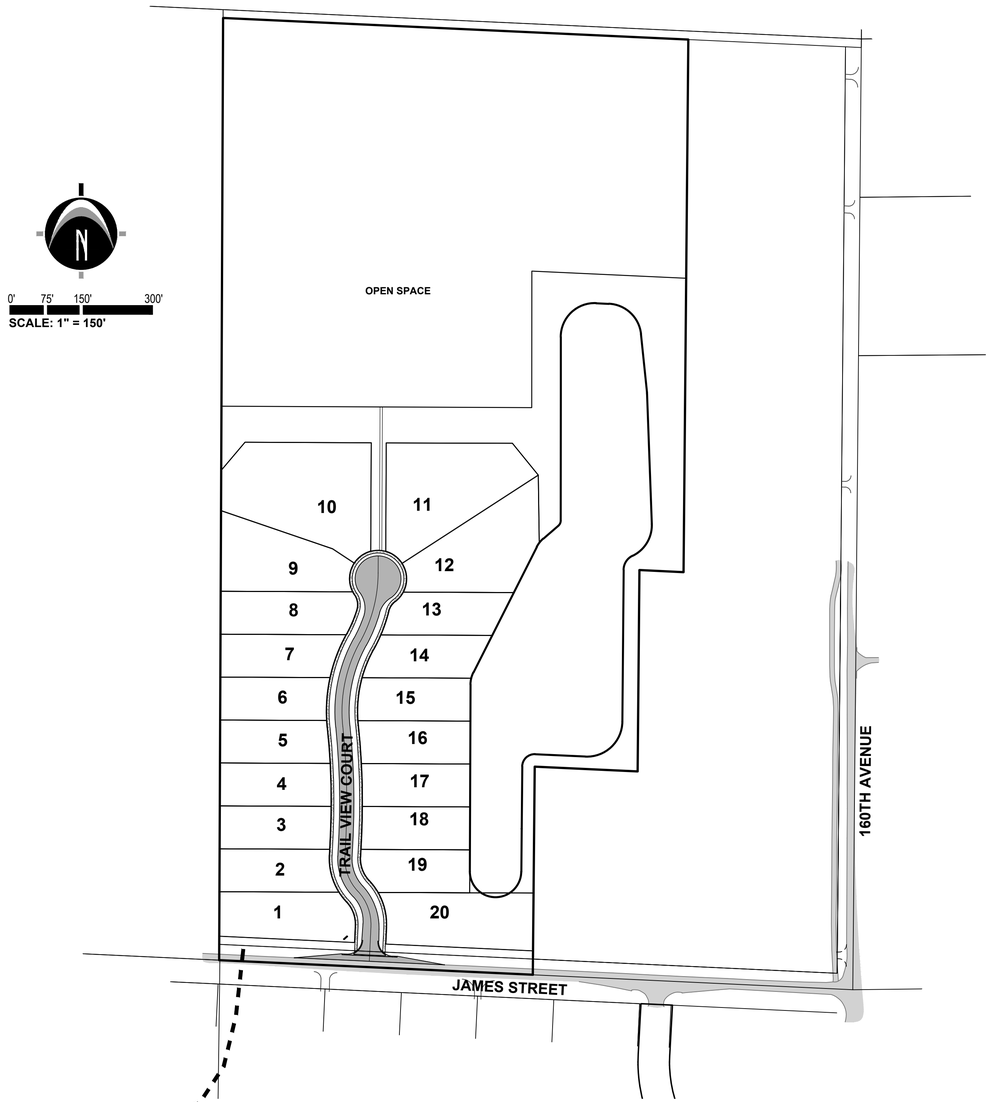
TRAIL VIEW

ILLUSTRATIVE SITE PLAN

project number: 20200978

TRAIL VIEW

PARK TOWNSHIP, OTTAWA COUNTY, MICHIGAN

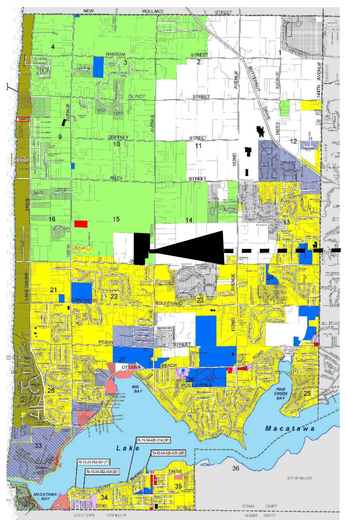




LOCATION MAP
NOT TO SCALE

UTILITY COMPANY CONTACTS

Gas	SEMCO	Cindie Erwin	(800) 860-4277
Electric	Consumers Energy	Matt Garvin	(616) 494-5319
Telephone	AT&T	Ron Borst	(616) 892-0144
Cable	Charter Communications	Robert Jaworowski	(616) 550-1863
Sanitary	Holland Township	Aaron Nyboer	(616) 396-1819
Water	Holland BPW	Mark Gipson	(616) 355-1500



SHEET INDEX

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Existing Site Conditions Plan	C-201	Page 2
Preliminary Site Layout Plan	C-205	Page 3
Preliminary Utility & Grading Plan	C-300	Page 4
Open Space Plan	C-901	Page 5
Landscape Plan	L-100	Page 6

LEGAL DESCRIPTION

Part of the Southeast 1/4 of Section 15, Town 5 North, Range 16 West, Park Township, Ottawa County, Michigan, described as: Commencing at the Southeast corner of said Section; thence N87°19'22"W 671.48 feet along the South line of said Section to the Point of Beginning; thence continuing N87°19'22"W 658.00 feet along said South line; thence N00°14'24"E 1975.46 feet; thence S87°20'25"E 976.01 feet; thence S00°31'00"W 1116.72 feet, parallel with the East line of said Section; thence N87°19'22"W 92.40 feet; thence S00°31'00"W 422.17 feet; thence N87°19'22"W 216.08 feet; thence S00°31'00"W 436.49 feet to the Point of Beginning. Contains 40.02 acres. Subject to easements, restrictions and rights-of-way of record. Also subject to highway right-of-way for James Street over the most Southerly 33.00 feet thereof.

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

PREPARED FOR:

BAUVAN WEST LAND CO., LLC
BRAD VANDERZWAAG

2763 120TH AVE.
HOLLAND, MI 49424
Phone: 616.796.6623

REVISIONS:

Title: Final PUD Submittal
Drawn: SK Checked: JB Date: 11.08.24
Title: Final PUD Resubmittal
Drawn: MV Checked: CH Date: 01.17.25

TRAIL VIEW

Cover Sheet

PART OF THE SOUTHEAST 1/4 OF SECTION 15, T5N, R16W, PARK TOWNSHIP, OTTAWA COUNTY, MICHIGAN

STAMP:

PROJECT NO: 20200978

SHEET NO: C-100

20200978-PREL 1.dwg JM 3/6/2025 15:39

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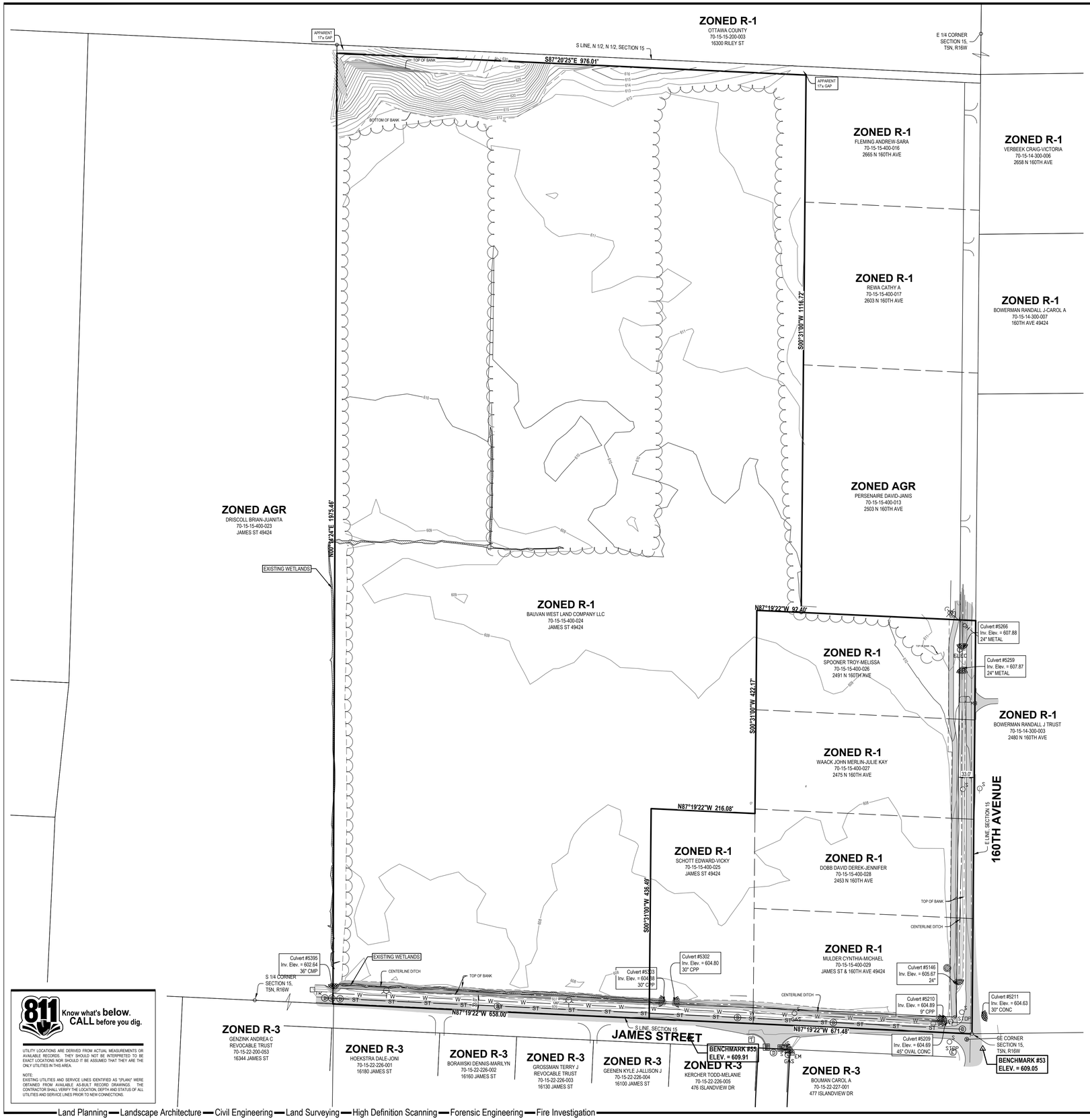





LOCATION MAP
NOT TO SCALE

LEGEND

AC	Air Conditioner	STOP	Stop Sign
	Benchmark	YIELD	Yield Sign
	Catch Basin - Round	S	Sanitary Sewer Manhole
	Catch Basin - Square		Stake
CO	Cleanout	B	Stormwater Manhole
C	Cable Riser	T	Telephone Manhole
	Culvert	TR	Transformer
	Deciduous Tree		Utility Pole
E	Electric Manhole	GAS	Underground Gas Marker
EM	Electric Meter	WL	Wetland Marker
E	Electric Riser	WM	Water Meter
	Evergreen Tree	W	Water Manhole
FCT	Faucet	WV	Water Valve
	Flag	WELL	Water Well
GM	Gas Meter	YD	Yard Drain
G	Gas Riser		Miscellaneous/Unknown
GV	Gas Valve	C	Cable TV
	Guy Anchor	E	Electric
GP	Guy Pole	OE	Overhead Electric
HH	Hand Hole	UE	Underground Electric
	Handicap Parking	FO	Fiber Optic
	Hydrant	G	Gas
	Iron - Set	OH	Overhead Utility
	Iron - Found	SS	Sanitary
	Light Pole	ST	Storm
MB	Mailbox	T	Telephone
	Miss Dig Flag - Cable	OT	Overhead Telephone
	Miss Dig Flag - Electric	UT	Underground Telephone
	Miss Dig Flag - Fiber Optic	W	Watermain
	Miss Dig Flag - Gas	X	Fence
	Miss Dig Flag - Phone		Guard Rail
	Miss Dig Flag - Water		Railroad
M	Manhole		Zoning Setback
MW	Monitor Well		Tree
	Parking Meter	642	Ex. Grade Contour
P	Post		Asphalt
T	Phone Riser		Concrete
SB	Soil Boring		Gravel
SBX	Stop Box		Building
S	Sign		

BENCHMARKS

BENCHMARK #53 ELEV. = 609.05 (NAVD88)
Railroad spike in the West side of the power pole located 25'± East of the centerline of 160th Avenue and 30'± South of the centerline of James Street.

BENCHMARK #55 ELEV. = 609.91 (NAVD88)
Railroad spike in the North side of a 10" tree located 125'± West of the centerline of Island View and 5'± South of the edge of concrete.

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

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

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BRAD VANDERZWAAG

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REVISIONS:

Title: Final PUD Submittal		
Drawn: SK	Checked: JB	Date: 11.08.24
Title: Final PUD Resubmittal		
Drawn: MV	Checked: CH	Date: 01.17.25

TRAIL VIEW

Existing Site Conditions Plan

PART OF THE SOUTHEAST 1/4 OF SECTION 15, T5N, R16W, PARK TOWNSHIP, OTTAWA COUNTY, MICHIGAN

STAMP:

PROJECT NO:
20200978

SHEET NO:
C-201

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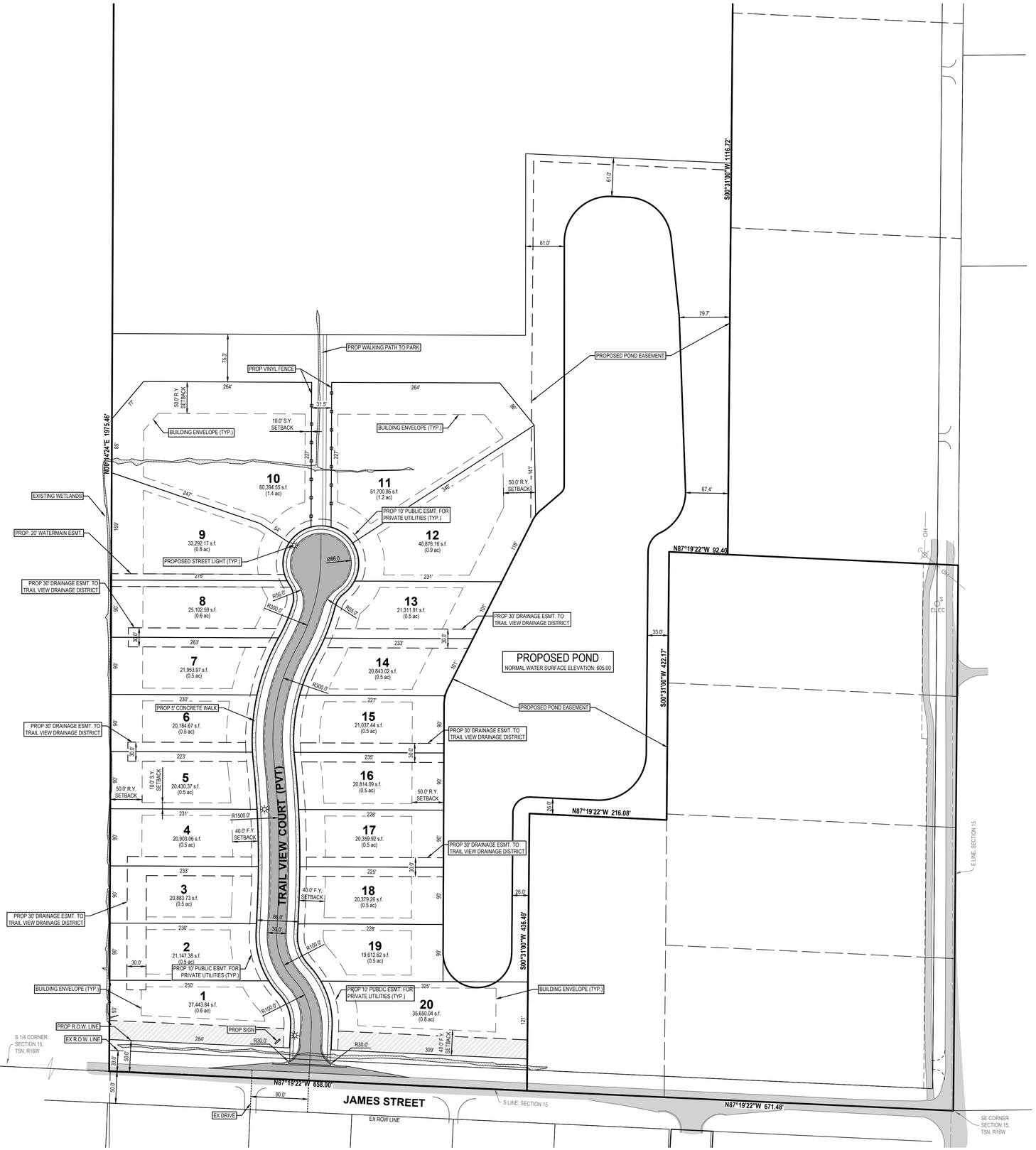
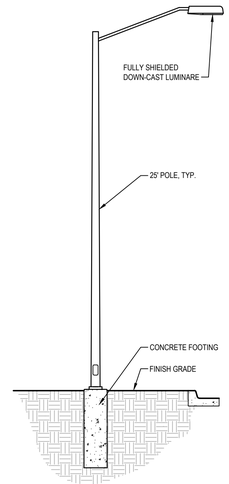


0' 40' 80' 160'

SCALE: 1" = 80'



PROPOSED STREET LIGHT DETAIL

N.T.S.

LEGEND

- EXISTING BITUMINOUS
- EXISTING CONCRETE
- PROPOSED BITUMINOUS
- PROPOSED CONCRETE

GENERAL NOTES

1) EXISTING ZONING OF PROPERTY: R-1 RURAL ESTATE DISTRICT
   R-1 ZONING REQUIREMENTS
   A) MINIMUM LOT AREA = 87,120 SQ. FT. (2 ACRES)
   B) MINIMUM LOT WIDTH = 100 FT.
   C) MAXIMUM BUILDING HEIGHT = 35 FT
   D) MINIMUM FLOOR AREA = 1,000 SQ. FT.
   SETBACKS
   A) FRONT YARD = 40 FT.
   B) SIDE YARD = 50 FT. TOTAL, MINIMUM OF 20 FT. FOR ONE SIDE
   C) REAR YARD = 50 FT.
2) SUMMARY OF LAND USE:
   A) TOTAL ACREAGE = 39.27 ACRES (1,710,672 SQ. FT.) (EXCLUDING 50' R.O.W.)
   B) NUMBER OF LOTS = 20
   C) LENGTH OF STREET = 877 FT.
   D) TOTAL STREET RIGHT OF WAY = 1.37 ACRES (59,871 SQ.FT.) (EXCLUDING 50' R.O.W.)
   E) TOTAL RIGHT OF WAY = 2.13 ACRES (92,777 SQ. FT.) (INCLUDING 50' R.O.W.)
   F) AVERAGE LOT SIZE = 27,193 SQ. FT.
   G) % IMPERVIOUS SURFACE = 1.98%
   H) OPEN SPACE = SEE OPEN SPACE PLAN C-901
3) GENERAL REQUIREMENTS:
   A) ALL LOTS ARE INTENDED FOR SINGLE FAMILY USE ONLY.
   B) ALL PUBLIC STREETS WILL BE CONSTRUCTED PER OCRC STANDARDS.
   C) THIS DEVELOPMENT WILL BE SERVICED BY PUBLIC UTILITIES - SANITARY SEWER, WATER MAIN, STORM SEWER, BURIED ELECTRIC, CABLE TELEVISION AND NATURAL GAS.
   D) STORM SEWER WILL BE COLLECTED AND CONVEYED TO THE PROPOSED POND.
   E) THE PUBLIC ROADS WILL BE PROVIDED WITH STREET TREES, SIDEWALKS AND LIGHT IN ACCORDANCE WITH TOWNSHIP ORDINANCE REQUIREMENTS FOR SUBDIVISIONS.
   F) THERE ARE NO WETLANDS BEING IMPACTED BY THE PROPOSED CONSTRUCTION.
4) THIS PROJECT IS NOT LOCATED IN THE 100 YEAR FLOOD PLAIN, BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM RATE MAPS.
5) SOIL TYPE ARE:
   GRANBY LOAMY SAND, LAKE PLAIN, 0 TO 2% SLOPES, - 80.7%
   PIPESTONE-COVERT-SAUGATUCK SAND, 0 TO 3% SLOPES - 14.5%
   PLAINFIELD SAND, LAKE PLAIN, 6% TO 18% SLOPES - 4.8%

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TRAIL VIEW

Preliminary Site Layout Plan

PART OF THE SOUTHEAST 1/4 OF SECTION 15, T5N, R16W, PARK TOWNSHIP, OTTAWA COUNTY, MICHIGAN

STAMP:

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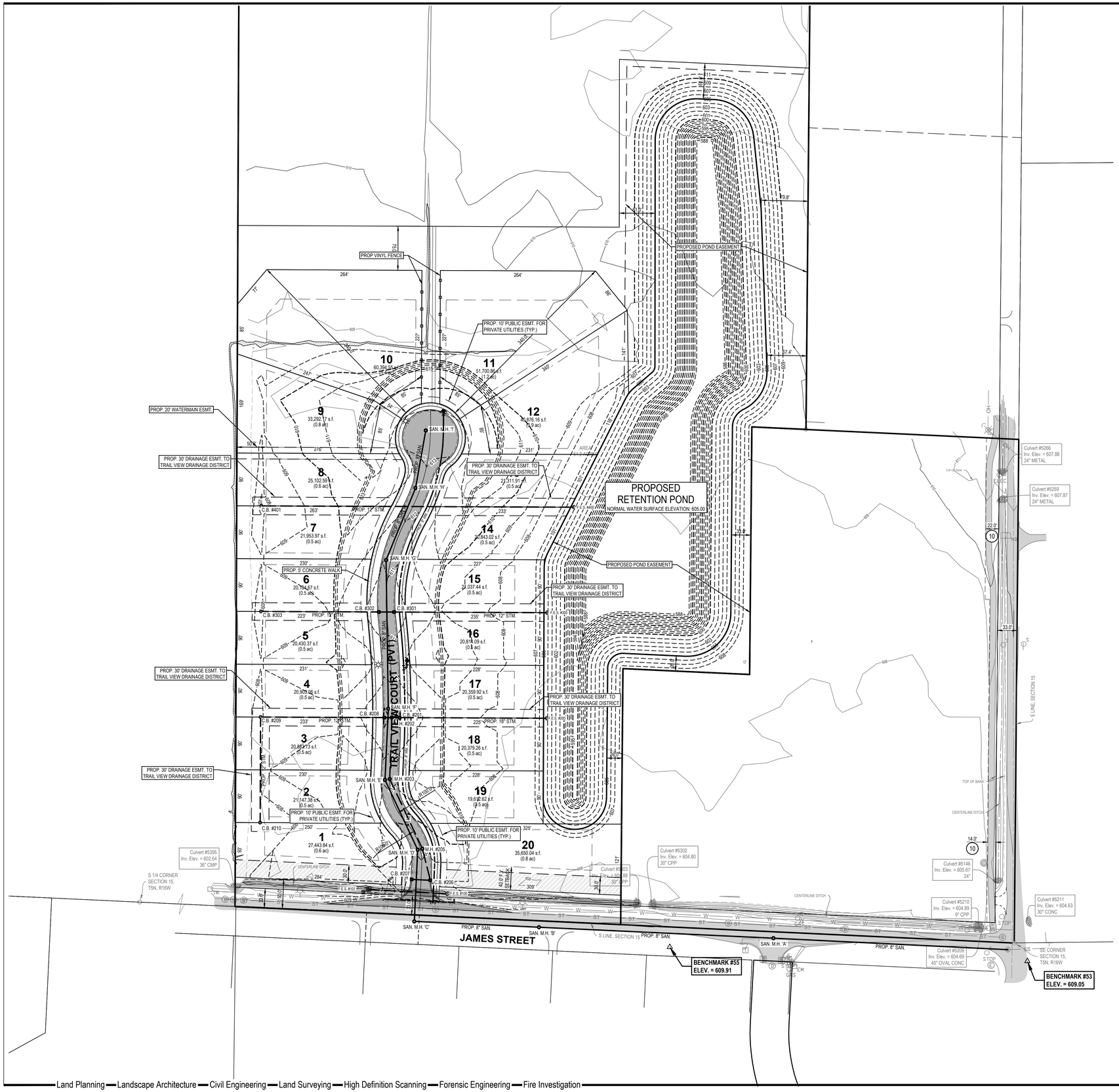


PROPOSED POND INFORMATION

SURFACE AREA:
ELEVATION - 607 = 295,964 SQ. FT. (6.8 ACRES)
ELEVATION - 603 (NWL) = 213,686 SQ. FT. (4.9 ACRES)

VOLUME OF EXCAVATION AT ELEVATION 607 = 106,206 CUBIC YARDS

0' 40' 80' 160'
SCALE: 1" = 80'

SOIL EROSION CONTROL SCHEDULE 2025

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
PLACE SILT FENCE												
STRIP & STOCKPILE TOPSOIL												
CONSTRUCT POND												
ROUGH GRADE SITE												
CONSTRUCT UNDERGROUND UTILITIES												
FINISH GRADE SITE												
PAVE SITE												
RESPREAD TOPSOIL/COMPACTION												
SEED DISTURBED AREAS												
SITE RESTORATION/CLEAN UP												

LEGEND

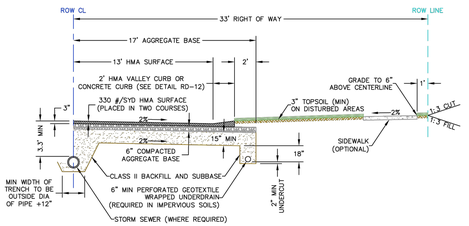
- EX GRADE CONTOUR
- PROP GRADE CONTOUR
- EX BITUMINOUS
- PROP BITUMINOUS
- PROP CONCRETE
- PROP STORM SEWER
- PROP SANITARY SEWER
- PROP WATERMAIN
- 90° HYDRANT
- PROP LIGHT POLE
- PROP VINYL FENCE

HYDRANT NOTES:

1. ALL HYDRANTS MUST COMPLY WITH IFC 2015 APPENDIX B, C - FIRE HYDRANT LOCATIONS AND DISTRIBUTION AND HBPW.
2. ALL HYDRANTS MUST HAVE STORZ CONNECTIONS.

OTTAWA COUNTY ROAD COMMISSION

TYPICAL RESIDENTIAL ROAD CROSS-SECTION

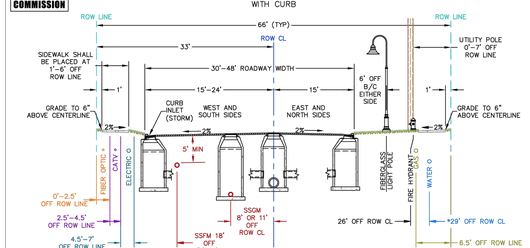


NOTES:
1. MINIMUM CENTERLINE GRADE SHALL BE 0.8% USING HMA VALLEY CURB, 0.6% USING CONCRETE CURB.
2. STORM SEWERS SHALL BE CONSTRUCTED ALONG CENTERLINE.
3. WHEN USING HMA VALLEY CURB, BACK OF CATCH BASIN CASTING SHALL BE AT 14.5' FROM CENTERLINE.
4. TOP OF CATCH BASIN CASTING ALONG HMA VALLEY CURB SHALL BE SET FLUSH WITH HMA LEVELING COURSE. AGGREGATE BASE SHALL BE GRADED 10' FROM CASTING EACH DIRECTION (PARALLEL TO CENTERLINE), TO ALLOW FOR THICKNESS OF HMA TOP COURSE.
5. THIS STREET SECTION WILL HAVE A SPRING WEIGHT REDUCTION OF 35%.
6. THE TOP OF THE OUTSIDE EDGE OF THE HMA SURFACE SHALL BE BUILT TO A MINIMUM OF 3" ABOVE THE HIGH WATER TABLE.

OTTAWA COUNTY ROAD COMMISSION	DETAIL RD-13	DR BY: VH	CK BY: JG	SCALE: NONE	DATE: 03/01/18

OTTAWA COUNTY ROAD COMMISSION

TYPICAL UTILITY LOCATIONS WITH CURB



FIBER OPTIC CABLE (ONLY IF EASEMENT CANNOT BE OBTAINED) SHALL BE PLACED AT A MINIMUM DEPTH OF 36" BELOW CL ELEVATION.
CATV SHALL BE PLACED AT A MINIMUM OF 36" BELOW CL ELEVATION.
BURIED ELECTRIC CONDUIT SHALL BE PLACED AT A MINIMUM DEPTH OF 36" BELOW CL ELEVATION.
SANITARY SEWER FORCE MAIN (SSFM) LOCATED AT 18'.
SANITARY SEWER GRAVITY MAIN (SSGM) LOCATED AT 8' WHEN CONSTRUCTED ON A RESIDENTIAL SUBDIVISION STREET AND AT 11' WHEN CONSTRUCTED ON PRIMARY OR SECTION LINE ROADS.
BURIED GAS LINES SHALL BE PLACED AT A MINIMUM DEPTH OF 36" BELOW CL ELEVATION.
*WATER MAIN LOCATED AT 22' OFF CL ON RESIDENTIAL SUBDIVISION ROADS. STOP BOXES SHALL BE LOCATED AT THE ROW LINE.
WATER MAIN SHALL BE PLACED AT A MINIMUM DEPTH OF 60" BELOW CL ELEVATION.

OTTAWA COUNTY ROAD COMMISSION	DETAIL RD-11	DR BY: VH	CK BY: JG	SCALE: NONE	DATE: 03/01/18

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

PREPARED FOR:

BAUVAN WEST LAND CO., LLC
BRAD VANDERZWAAG

2763 120TH AVE.
HOLLAND, MI 49424
Phone: 616.796.6623

REVISIONS:

Title: Final PUD Submittal		
Drawn: SK	Checked: JB	Date: 11.08.24
Title: Final PUD Resubmittal		
Drawn: MV	Checked: CH	Date: 01.17.25

TRAIL VIEW

Preliminary Utility & Grading Plan

PART OF THE SOUTHEAST 1/4 OF SECTION 15, T5N, R16W, PARK TOWNSHIP, OTTAWA COUNTY, MICHIGAN

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SHEET NO: C-300

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0' 40' 80' 160'

SCALE: 1" = 80'

LEGEND

- EXISTING BITUMINOUS
- EXISTING CONCRETE
- PROPOSED BITUMINOUS
- PROPOSED OPEN SPACE

GENERAL NOTES

1) TOTAL ACREAGE = 39.27 ACRES (1,710,672 SQ. FT.) (EXCLUDING 50' R.O.W.)
2) REQUIRE OPEN SPACE = 7.85 ACRES (342,134 SQ.FT.) (20%)
3) PROPOSED OPEN SPACE = 15.7 ACRES (682,422 SQ.FT.) (40%)

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

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

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

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REVISIONS:

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Drawn: SK	Checked: JB	Date: 11.08.24
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Drawn: MV	Checked: CH	Date: 01.17.25

TRAIL VIEW

Open Space Plan

PART OF THE SOUTHEAST 1/4 OF SECTION 15, T5N, R16W,
PARK TOWNSHIP, OTTAWA COUNTY, MICHIGAN

STAMP:

PROJECT NO: 20200978

SHEET NO: C-901

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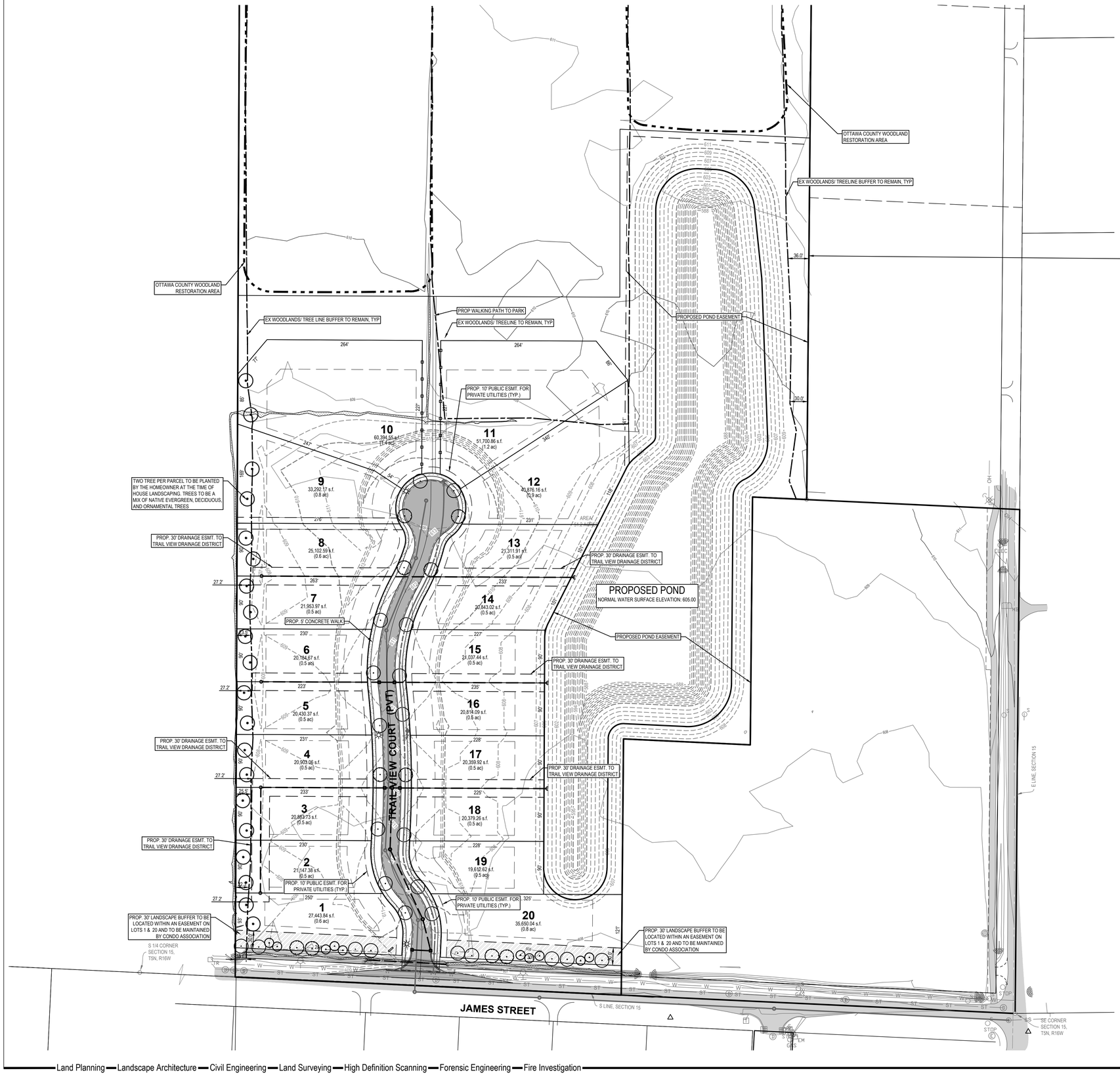

LEGEND

- EX. GRADE CONTOUR
- PROP. GRADE CONTOUR
- EX. BITUMINOUS
- PROPOSED BITUMINOUS
- PROPOSED CONCRETE
- PROP. STORM SEWER
- PROP. SANITARY SEWER
- PROP. WATERMAIN
- 90° HYDRANT
- EX. TREE LINE
- PROPOSED LIGHT POLE

0' 40' 80' 160'

SCALE: 1" = 80'

LANDSCAPE NOTES

PLANTING NOTES:

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

TOPSOIL AND TURF NOTES:

1) WHEREVER GROUND IN ITS NATURAL STATE HAS BEEN DISTURBED, APPROVED LANDSCAPING OR GRASS SHALL BE FULLY INSTALLED, AND ESTABLISHED WITHIN A REASONABLE PERIOD OF TIME, BUT NO LONGER THAN ONE GROWING SEASON (UNLESS OTHERWISE NOTED AND APPROVED).
2) DURING EXCAVATION, GRADING, AND INSTALLATION OF REQUIRED LANDSCAPING, ALL SOIL EROSION AND SEDIMENTATION CONTROL REGULATIONS SHALL BE STRICTLY FOLLOWED AND COMPLIED WITH.
3) ALL LAWN AREAS SHALL RECEIVE SOD OR HYDROSEED. TURF SHALL BE INSTALLED ON TOPSOIL UNLESS APPROVED OTHERWISE. DO NOT PLANT UNTIL ACCEPTANCE OF FINISH GRADE.
4) SOD SHALL BE GROWN ON TOPSOIL UNLESS APPROVED OTHERWISE. SOD SHALL BE 2 YEARS OLD AND STRONGLY ROOTED. PLACE SOD TIGHTLY WITH NO GAPS AND WITH GRAIN IN SAME DIRECTION. SEAMS OF SOD SHALL BE STAGGERED IN A RUNNING BOND PATTERN. SOD SHALL BE WATERED IMMEDIATELY TO AVOID DRYING OUT. DO NOT INSTALL SOD UNTIL ACCEPTANCE OF FINISH GRADE AND IRRIGATION SYSTEM IS OPERATING PROPERLY UNLESS DIRECTED IN WRITING TO DO OTHERWISE. FINISH ROLL SOD WITH A WATER FILLED LAWN ROLLER, ROLL PERPENDICULAR TO LENGTH OF SOD.
5) TURF SHALL BE INSTALLED ON A MIN. OF 3"-4" OF LIGHTLY COMPACTED APPROVED TOPSOIL. TOPSOIL SHALL BE FERTILE, SCREENED, FRIABLE TOPSOIL FREE OF STONES 1/2" IN DIA. AND LARGER, ROOTS, STICKS, OR OTHER EXTRANEOUS MATERIAL INCLUDING NOXIOUS PLANTS. PH BETWEEN 6.0 AND 6.5, SALTS 500 PARTS PPM, ORGANIC CONTENT 3% MIN. DO NOT INSTALL TOPSOIL UNTIL APPROVED BY OWNER/C.M.. TOPSOIL SHALL BE FINE GRADED TO A SMOOTH FINISH, FREE OF LUMPS AND DEPRESSIONS.
6) ALL LANDSCAPE ISLANDS WITHIN PARKING LOTS SHALL BE BACK FILLED WITH TOPSOIL TO A DEPTH OF 18" MIN.

IRRIGATION NOTES:

1) AN IN-GROUND IRRIGATION SYSTEM IS NOT REQUIRED PER LOCAL ZONING ORDINANCES. HOWEVER, IT IS RECOMMENDED THAT ALL PLANTING AREAS, LAWN AREAS AND LANDSCAPE ISLANDS SHOWN SHALL BE PROVIDED REGULAR WATERING UNTIL ESTABLISHED AND AS NEEDED FOR PROPER MAINTENANCE OR SHALL BE PROVIDED A COMPLETE IRRIGATION SYSTEM. THE G.C. SHALL BE RESPONSIBLE FOR PROVIDING TEMPORARY WATERING METHODS OR RETAINING A QUALIFIED FIRM FOR THE DESIGN OF THE IRRIGATION SYSTEM.

LANDSCAPE CALCULATIONS

BUFFER LANDSCAPE	
• 30 FT MIN. WIDTH, 1 TREE PER 30 LF ALONG PROPERTY LINE.	
JAMES ST BUFFER: 658 LF	
REQUIRED: 22 TREES	PROPOSED: 23 TREES

LANDSCAPE SCHEDULE

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
TREES					
	Ar	Acer rubrum	Red Maple	2.5" cal. min.	10
	Pa	Picea abies	Norway Spruce	6' hgt. min.	10
	Po	Platanus occidentalis	American Sycamore	2.5" cal. min.	23
		Homeowner Tree	See Plan Notes		20

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217 Grandville Ave., Suite 302
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TRAIL VIEW

Landscape Plan

PART OF THE SOUTHEAST 1/4 OF SECTION 15, T5N, R16W, PARK TOWNSHIP, OTTAWA COUNTY, MICHIGAN

STAMP:

PROJECT NO:
20200978

SHEET NO:
L-100

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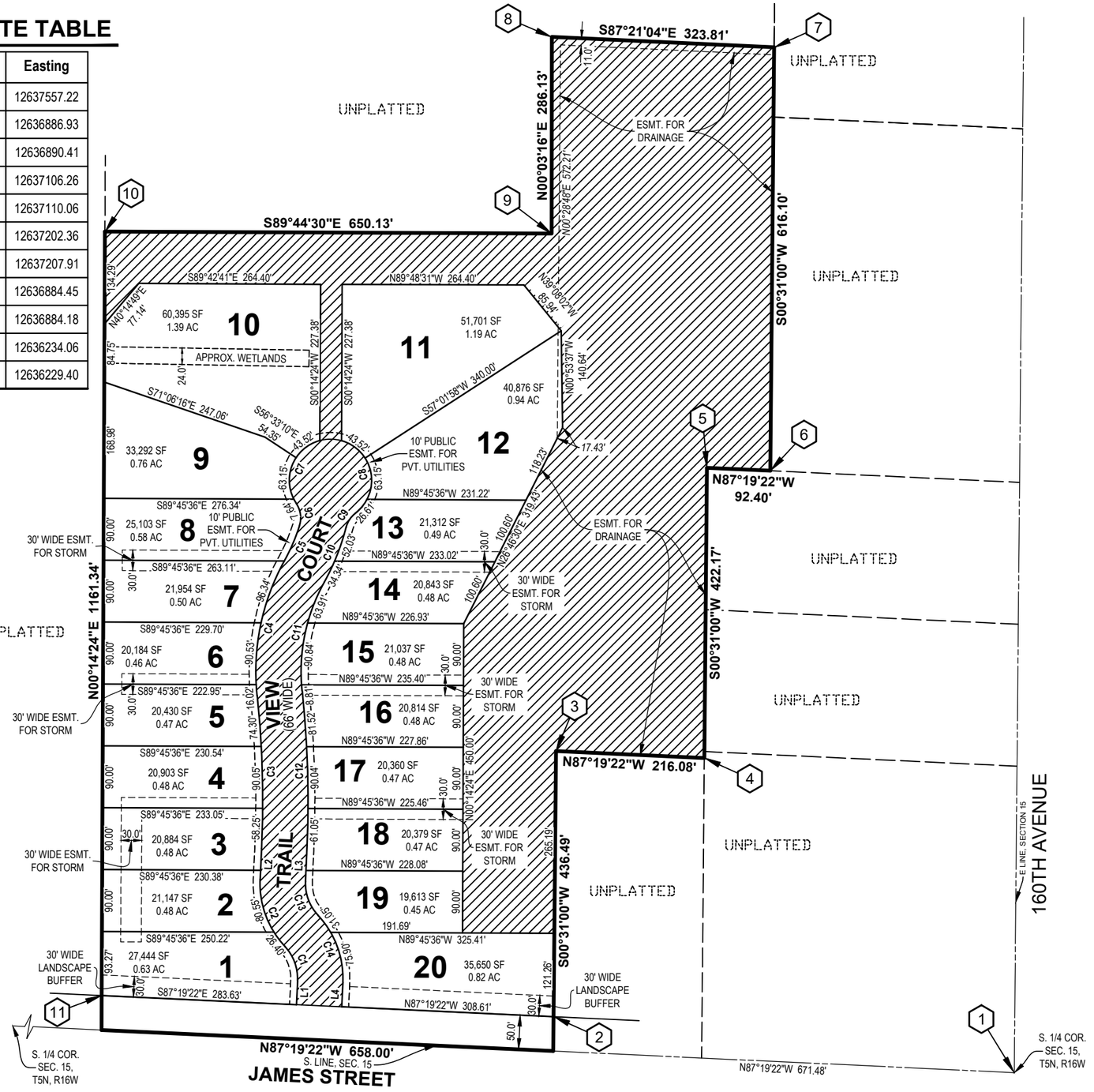
COORDINATE TABLE

Point #	Northing	Easting
1	483122.80	12637557.22
2	483204.20	12636886.93
3	483590.64	12636890.41
4	483580.55	12637106.26
5	484002.70	12637110.06
6	483998.38	12637202.36
7	484614.46	12637207.91
8	484629.43	12636884.45
9	484343.30	12636884.18
10	484346.23	12636234.06
11	483234.95	12636229.40



LEGEND

= General Common Element

= Coordinate

PARCEL LINE TABLE		
LINE	BEARING	LENGTH
L1	N02°40'38"E	35.50
L2	N02°40'38"E	45.16
L3	S02°40'38"W	45.16
L4	S02°40'38"W	35.50

PARCEL CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA
C1	53.88	67.00	N20°21'35"W	52.44	046°04'27"
C2	106.95	133.00	S20°21'35"E	104.09	046°04'27"
C3	222.60	1467.00	N01°40'11"W	222.38	008°41'38"
C4	202.89	333.00	S11°26'17"W	199.77	034°54'34"
C5	56.31	267.00	N23°16'28"E	56.20	012°04'58"
C6	33.18	37.00	N08°27'38"W	32.08	051°23'13"
C7	114.31	60.00	S20°25'34"W	97.79	109°09'37"
C8	133.28	60.00	N10°53'22"W	107.52	127°16'25"
C9	24.88	37.00	S33°29'02"W	24.41	038°31'37"
C10	86.37	333.00	N21°39'02"E	86.13	014°51'37"
C11	163.56	267.00	S11°31'56"W	161.01	035°05'51"
C12	232.61	1533.00	N01°40'11"W	232.39	008°41'38"
C13	53.88	67.00	S20°21'36"E	52.44	046°04'25"
C14	106.95	133.00	N20°21'35"W	104.09	046°04'27"

SURVEY & EASEMENT PLAN
TRAIL VIEW

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

0' 40' 80' 160'

SCALE: 1" = 80'

EXHIBIT B
DRAFT

PROPOSED DATED JANUARY 16, 2025

SHEET NO. ___

20200978N-DRAFT.dwg DS 1/16/2025 15:53

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MASTER DEED
TRAIL VIEW

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

Ottawa County Condominium Subdivision Plan No. _____

Master Deed establishing Trail View, a Condominium Project.

1. Exhibit A to Master Deed: Condominium Bylaws of Trail View.
2. Exhibit B to Master Deed: Condominium Subdivision Plan for Trail View.
3. Exhibit C to Master Deed: Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act.
4. Exhibit D to Master Deed: Block Grading Plan.
5. Exhibit E to Master Deed: 433 Agreement.

No interest in real estate is being conveyed by this instrument. No revenue stamps are required.

This Master Deed Prepared by:

Steve Krommendyk
Sikkel & Associates, PLC
320 N 120th Ave, Ste 150
Holland, MI 49424
(616) 394-3025

TRAIL VIEW
MASTER DEED

This Master Deed is made _____, 2025 by BauVan West Land Co, LLC, a Michigan limited liability company, of 2763 120th Ave, Holland, MI 49424 (the "**Developer**"), pursuant to the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) (the "**Act**").

The Developer desires by recording this Master Deed, together with the Bylaws attached as Exhibit A and the Condominium Subdivision Plan attached as Exhibit B (both of which are incorporated in this Master Deed by reference and made a part of it), to establish the real property described in ARTICLE II below, together with the improvements located and to be located on it, and the appurtenances to it, as a Site Condominium Project under the provisions of the Act. As explained in more detail in this Master Deed, Trail View is a residential site condominium project in which the Units consist of individual building sites and the Common Elements do not include the buildings constructed on the sites.

NOW, THEREFORE, the Developer does, upon the recording of this Master Deed, establish Trail View as a Condominium Project under the Act and does declare that Trail View (referred to as the "Condominium", "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations stated in this Master Deed and Exhibits A and B to it, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and their successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I
Title and Nature

The Project is a residential site condominium initially comprising 24 residential site condominium Units. Additional units may be added to the Project in subsequent phases as approved by Park Township.

The Condominium Project shall be known as Trail View, Park Township, Ottawa County Condominium Subdivision Plan No. ___. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each, are depicted completely in the Condominium Subdivision Plan attached as Exhibit B to this Master Deed. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Owner in the Condominium Project shall have an exclusive right to its Unit and shall have undivided and inseparable rights to share with other Owners the General Common Elements of the Condominium Project.

ARTICLE II
Legal Description

The land on which the Project is situated, and which is hereby submitted to condominium ownership pursuant to the provisions of the Act, is located in Park Township, Ottawa County, Michigan and described as follows:

> Part of the Northwest 1/4 of Section 23, Town 5 North, Range 16 West, Park Township, Ottawa County, Michigan, described as: Commencing at the Northwest corner of said Section; thence N87°54'32"E 670.81 feet along the North line of said Section to the Point of Beginning; thence continuing N87°54'32"E 177.63 feet along said North line; thence S00°46'52"E 99.51 feet along the West line of Wild Stem Drive and the extension thereof; thence continuing Southerly 122.26 feet along a 333.00 foot radius curve to the left along said West line, said curve having a central angle of 21°02'06", and a chord bearing S11°17'55"E 121.57 feet; thence continuing Southerly 98.03 feet along a 267.00 foot radius curve to the right along said West line, said curve having a central angle of 21°02'11", and a chord bearing S11°17'55"E 97.48 feet; thence continuing S00°46'52"E 106.83 feet along said West line; thence Southeasterly 95.62 feet along a 60.00 foot radius curve to the left along the West and South line of Wild Stem Drive, said curve having a central angle of 91°18'49", and a chord bearing S46°26'10"E 85.82 feet; thence N87°54'32"E 44.66 feet along said South line; thence S00°46'52"E 500.76 feet along the West line of Wildflower Plat; thence S87°45'46"W 689.74 feet along the Northerly line of Wildflower Plat (previously recorded as 689.75 feet); thence N00°42'38"W 4.40 feet along said Northerly line; thence continuing Northwesterly 95.85 feet along a 60.00 foot radius curve to the left along said Northerly line, said curve having a central angle of 91°31'36", and a chord bearing N46°28'26"W 85.98 feet; thence continuing S87°45'46"W 244.40 feet along said Northerly line; thence N00°42'38"W 673.27 feet; thence N87°54'32"E 676.79 feet; thence N02°05'28"W 248.00 feet perpendicular to the North line of said Section to the Point of Beginning. Contains 16.89 acres. Subject to highway right-of-way for 160th Avenue over the most Westerly 50 feet thereof and for James Street over the most Northerly 50 feet thereof.

together with and subject to easements, mineral reservations, if any, restrictions, and governmental limitations of record. Also subject to the easements set forth on the Condominium Subdivision Plan attached as Exhibit B, or as declared and reserved in ARTICLE VIII below.

ARTICLE III
Definitions

Certain terms are utilized not only in this Master Deed and Exhibits A and B to it, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of Trail View Condominium Association, a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of interests in, Trail View as a condominium. Wherever used in such documents or any other pertinent instruments, the terms stated below shall be defined as follows:

1. *Act.* The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

2. *Association*. "Association" means Trail View Condominium Association, which is the

nonprofit corporation organized under Michigan law of which all Owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

3. *Bylaws.* "Bylaws" means Exhibit A to this Master Deed, being the Bylaws setting forth the substantive rights and obligations of the Owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

4. *Common Elements.* "Common Elements", where used without modification, means both the General and Limited Common elements described in ARTICLE IV of this Master Deed.

5. *Condominium Documents.* "Condominium Documents" means and includes this Master Deed and Exhibits A and B to it, and the Articles of Incorporation, Bylaws and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

6. *Condominium Premises.* "Condominium Premises" means and includes the land described in ARTICLE II above, all improvements and structures on it, and all easements, rights and appurtenances belonging to the Condominium Project as described above.

7. *Condominium Project, Condominium or Project.* "Condominium Project", "Condominium" or "Project" each means Trail View as a Condominium Project established in conformity with the Act.

8. *Condominium Subdivision Plan.* "Condominium Subdivision Plan" means Exhibit B to this Master Deed.

9. *Consolidating Master Deed.* "Consolidating Master Deed", means the final amended Master Deed, if any, which shall describe Trail View as a completed Condominium Project and shall reflect the land area, if any, as contracted, expanded, or converted pursuant to this Master Deed from time to time, and all Units and Common Elements resulting, and which shall fully describe the Condominium Project as completed, including the final readjusted percentages of value assigned to each Condominium Unit. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the Condominium Subdivision Plan attached as Exhibit B to the Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Ottawa County Register of Deeds confirming that the Units and Common Elements as built are in substantial conformity with the proposed Condominium Subdivision Plan and no Consolidating Master Deed need be recorded.

10. *Developer.* "Developer" means BauVan West Land Co, LLC, which has made and executed this Master Deed, and their successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however, and wherever those terms are used in the Condominium Documents. "Developer" does not include a real estate broker acting as agent for the Developer in selling Condominium Units or a residential builder who acquires title to one or more Condominium Units for the purpose of residential construction on those Condominium Units and subsequent resale.

11. *Development and Sales Period.* "Development and Sales Period", for the purposes of the Condominium Documents and the rights reserved to Developer under them, shall be deemed to continue for so long as either Developer, or an entity in which either Developer is a general partner, member, or stockholder, continues to own any Unit in the Project.

12. *First Annual Meeting.* "First Annual Meeting" means the initial meeting at which non-developer Owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting.

13. *Owner.* "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination of them who or which owns one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "co-owner".

14. *Transitional Control Date.* "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

15. *Unit or Condominium Unit.* "Unit" or "Condominium Unit" each mean a single Unit in Trail View, as the space may be described in ARTICLE V, Section 1, of this Master Deed and on Exhibit B to it, and shall have the same meaning as the term "Condominium Unit" is defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements. The Developer is not obligated to install any structures within the Units or their appurtenant Limited Common Elements.

Terms not defined in this Master Deed, but defined in the Act, shall carry the meanings given them in the Act unless the context clearly indicates to the contrary. Whenever any reference in this Master Deed is made to one gender, it shall include a reference to any and all genders where the same would be appropriate; similarly, whenever any reference in this Master Deed is made to the singular, a reference shall also be included to the plural where the same would be appropriate and vice versa.

ARTICLE IV
Common Elements

The Common Elements of the Project, and the respective responsibilities for maintenance, decoration, repair or replacement of them, are as follows:

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

(a) **Land**. The land described in ARTICLE II of this Master Deed (other than those portions of the land described in ARTICLE V, Sections 1 and 2, below, and in the Condominium Subdivision Plan as constituting Units or Limited Common Elements), together with all easements described in ARTICLE II, private drives, roads, sidewalks, parking areas and parking spaces not identified as Limited Common Elements.

(b) **Easements**. All beneficial ingress, egress, utility, storm drainage and other applicable easements identified on the Condominium Subdivision Plan.

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

(d) **Gas**. The gas distribution system throughout the Project, up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries.

(e) **Improvements**. All of the improvements not identified as Limited Common Elements and not located within the boundaries of a Condominium Unit (unless otherwise expressly provided in the Condominium Documents), including park areas, private roads, roadway lighting systems, and common walkways, if any. Those structures and improvements that now or after this date are located on or within the boundaries of a Condominium Unit shall be owned in their entirety by the Owner of the Unit in which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

(f) **Storm Drainage.** The storm drainage and water retention systems throughout the project, including any rain gardens or retention ponds.

(g) **Site Lighting**. Any lights designed to provide illumination for the Condominium Premises as a whole.

(h) **Telecommunications**. The telecommunications system, including cable television network and telephone wiring system, if and when it may be installed throughout the Project, up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries.

(i) **Irrigation**. The underground sprinkling system, if any, servicing the Common Elements.

(j) **Open Spaces**. The Open Space areas designated on the Condominium Subdivision Plan.

(k) **Common Spaces**. Sidewalks and pathways (if any), and other common spaces not otherwise designated as a Limited Common Element or Unit on the Condominium Subdivision Plan.

(l) **Other**. Such other elements of the Project not designated in this Master Deed or its Exhibits as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads), and equipment and the cable television system described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, the utility lines, systems and equipment and the cable television system shall be General Common Elements only to the extent of the Owners' interest in them, if any, and Developer makes no warranty whatever with respect to the nature or extent of that interest, if any. The public utility companies may install and maintain utility lines where reasonably necessary within the General and Limited Common Elements of the Condominium Project.

2. **Limited Common Elements**. The Limited Common Elements, which, except as otherwise provided in this section, shall be appurtenant to the Unit or Units to which they are attached or adjacent or which they service (or which they are deemed by Exhibit B to benefit), and shall be subject to the exclusive use and enjoyment of the Owners of such Unit or Units, or their designees, are:

(a) **Driveways.** The portion of any driveway located between a Unit or Units and the public roads within the Project, as they may be designated in the Subdivision Plan attached as Exhibit B.

(b) **Subterranean Land.** The subterranean land located within Unit boundaries, from and below a depth of fifteen (15) feet, including any utility or supporting lines located in it, as shown on the Subdivision Plan.

(c) **Utilities**. The pipes, ducts, wiring and conduits supplying electricity, gas, water, sewage, telephone, television and other utility service, if any, to or from a Unit, up to the point of lateral connection with a General Common Element of the Project or public or private utility line.

(d) **Mail Boxes**. The mail or paper box located on a Unit or permitted by the Association to be located on the General Common Elements to serve the building constructed on a Unit.

3. **Maintenance Responsibilities**. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) **Limited Common Elements**. Each individual Unit Owner shall be individually responsible for all costs of cleaning, maintenance, repair, and replacement of the Limited Common Elements appurtenant to its Unit.

(b) **Unit Improvements or Structures**. Unit Owners shall also be responsible for the maintenance, repair and replacement of all structures and improvements located upon his or her Unit; provided, that the exterior appearance of all such structures and improvements (to the extent visible from any other Unit or Common Element), shall be subject at all times to the approval of the Association and to such reasonable aesthetic and maintenance standards as may be prescribed by the Association in duly adopted rules and regulations.

(c) **Landscaping.** The Association shall be responsible for the maintenance and trimming of all landscaping and yard areas within any of the General Common Elements. Each Unit Owner shall be responsible for the maintenance and trimming of all landscaping and yard areas within the boundaries of a Unit or its Limited Common Elements. Those responsible for maintenance under this subsection shall maintain all plant materials in a healthy condition, and shall promptly remove and replace any diseased, dying, or dead vegetation within one growing season. In addition to benefiting the Association and Unit Owners, this provision is intended to also benefit Park Township. As such, this provision shall not be amended without Park Township's written approval.

(d) **Utilities.** Each Co-owner shall pay for the utilities attributable to his or her Unit.

(e) **Storm Drainage**. It is anticipated that the storm drainage systems will require routine maintenance to maintain soil porosity and function of the basins. The Association shall be responsible for the maintenance and repair and replacement of all storm drainage facilities and structures including any rain gardens or retention areas within the project. The Association shall also be responsible to pay for and construct any additional improvements that may be needed in the future for storm drainage purposes.

(f) **Other Common Elements**. The cost of cleaning, decoration, maintenance (including snow plowing), repair and replacement of all Common Elements, together with the cost of all utilities attributable to the General Common Elements, other than as described above, shall be borne by the Association, except to the extent of repair or replacement due to the act or neglect of an Owner or its agent or invitee, for which such Owner shall be wholly responsible. In no event

shall the Township or any other governmental agency be responsible for the maintenance, repair or upkeep of the private drives or other Common Elements of the Project.

(g) **Failure to Maintain.** While it is intended that each Owner will be solely responsible for the performance and cost of the maintenance, repair and replacement of the building and all other appurtenances and improvements constructed or located within a Unit, it is nevertheless a matter of concern that an Owner may fail to properly maintain the exterior of its building, improvements or any Limited Common Element appurtenant to them in a proper manner and in accordance with the standards set forth by the Association.

In the event an Owner fails, as required by this Master Deed, the Bylaws or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair, replace or otherwise maintain its Unit or any improvements or appurtenance located therein or any Limited Common Element appurtenant to them, the Association (or the Developer during the Development and Sales Period), shall have the right, but not the obligation, to undertake such reasonably uniform, periodic exterior maintenance functions with respect to buildings, yard areas or other improvements constructed or installed within any Unit boundary as it may deem appropriate (including, without limitation, painting or other decoration, lawn mowing, snow removal, tree trimming and replacement of shrubbery and other plantings).

Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required in the first instances to be borne by an Owner shall be charged to the affected Owner or Owners on a reasonably uniform basis and collected in accordance with the assessment procedures established by the Condominium Bylaws. The lien for nonpayment shall attach to any such charges as in all cases of regular assessments and may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments, including without limitation, legal action, foreclosure of the lien securing payment and the imposition of fines.

4. **Use of Units and Common Elements**.

(a) No Owner shall use its Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner that will unreasonably interfere with or impair the rights of any other Owner in the use and enjoyment of its Unit or the Common Elements.

(b) Public utilities furnishing services to the Condominium Project, such as electricity, gas, water, sewage disposal and telephone, shall have access to the Common Elements and the Units at such times as may be reasonable for the installation, repair or maintenance of such services.

5. **Power of Attorney**. All of the Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time by acceptance of a deed, mortgage, land contract or other conveyance do thereby irrevocably appoint the Developer during the Development Period, and after that time the Association, as agent and attorney in connection with all matters concerning the General Common Elements and their respective interests in the General 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 interest and/or to convey title to the land or improvements constituting the General Common Elements or any part of them, to declare 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.

ARTICLE V
Unit Description and Percentage of Value

1. **Description of Units**. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Trail View as prepared by Nederveld, Inc. There are 24 Units in the Condominium Project. Each Unit shall consist of the land contained within the Unit boundaries as shown in the Condominium Subdivision Plan and delineated with heavy outlines, together with all appurtenances to it.

2. **Percentage of Value**. The total value of the Project is 100%, and the Percentage of Value assigned to each of the Condominium Units in the Project shall be equal to every other Unit. The determination that Percentages of Value for all such units should be equal was made after reviewing the comparative characteristics of each Unit which would affect maintenance costs and value, and concluding that there are no material differences among them insofar as to allocation of Percentages of Value is concerned.

The percentage of value assigned to each Unit shall be determinative of each Owner's respective share of the General Common Elements of the Condominium Project, the proportionate share of each respective Owner in the proceeds and expenses of administration and the value of such Owner's vote at meetings of the Association.

3. **Modifications of Units**. The number, size or location of Units or of any Limited Common Element appurtenant to a Unit as described in Exhibit B may be modified from time to time, in Developer's sole discretion, by amendment effected solely by the Developer or its successors without the consent of any Owner, mortgagee or other person, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element; provided, that no Unit which has been sold or is subject to a binding Purchase Agreement shall be modified without the consent of the Owner or purchaser and mortgagee of it. The Developer may also, in connection with any such amendment, readjust the Percentages of Value for all Units in a manner that gives reasonable recognition to such modifications based upon the method of original determination of Percentages of Value for the Project. No Unit modified in accordance with this paragraph shall be conveyed, however, until an amendment to the Master Deed duly reflecting all material changes has been recorded. All Owners, mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to any amendment or amendments to this Master Deed necessary to effectuate the foregoing and, subject to the limitations set forth in this Master Deed, the proportionate reallocation of Percentages of Value of existing Units which Developer or its successors may determine to be necessary in conjunction with it. All such interested persons irrevocably appoint the Developer and its successors as agent and attorney for the purpose of executing such amendments to the Master Deed and all other Condominium Documents as may be necessary to effectuate the foregoing.

ARTICLE VI
Convertible Areas

The Condominium is established with convertible areas in accordance with the provisions of this Article and the Act:

1. **Designation of Convertible Areas**. All present and future Common Elements and Units are designated as Convertible Areas and the land area within which Units and Common Elements may be

added, removed, expanded and modified and within which Limited Common Elements may be created as provided in this Article. The Developer reserves the right, but not the obligation, to convert all or any portion of the Convertible Areas. The maximum number of Units that may be created in the Project as it may be expanded or converted is twenty-four (24) Units. All Units shall be used for residential purposes. All structures and improvements within the Convertible Areas of the Condominium shall be compatible with residential uses and with the structures and improvements on the other portions of the Project, as determined by Developer in its sole discretion.

2. **Developer's Right to Convert**. The Developer reserves the right, in its sole discretion, during a period ending six (6) years from the date of recording this Master Deed, to modify the number, size, location and configuration of any Unit that it owns or Common Elements in the Project, and to make corresponding changes to the Common Elements or to create General or Limited Common Elements or Units within the Convertible Area and to designate Common Elements that may subsequently be assigned as Limited Common Elements.

3. **Developer's Right to Make Other Improvements**. The Developer reserves the right from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, to construct entrance monuments, statuary or other improvements to the Condominium Premises. The precise location, design and composition of those improvements shall be determined by the Developer in its sole judgment but nothing in this paragraph shall obligate the Developer to make any such improvements whatever. If constructed or installed, the improvements shall be General Common Elements and the costs of maintenance, repair and replacement of them shall be an Association expense.

4. **Restrictions on Conversion**. All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to those compatible with residential use. There are no other restrictions upon such improvements except as stated in this Article and those that are imposed by state law, local ordinances or building authorities. The extent to which any change in the Convertible Areas is compatible with the original Master Deed is not limited by this Master Deed, but lies solely within the discretion of the Developer, subject only to the requirements of local ordinances and building authorities, including the Township.

5. **Consent Not Required.** The consent of any Co-Owner shall not be required to convert the Convertible Areas. All of the Co-Owners and mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Convertible Areas and any amendment or amendments to this Master Deed to effectuate the conversion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint the Developer or its successors, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to convert the Convertible Areas. These provisions give notice to all Co-Owners, mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendments shall be required.

6. **Amendment of Master Deed**. All modifications to Units and Common Elements made pursuant to this Article shall be given effect by an appropriate amendment or amendments to the Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value stated in ARTICLE V shall be proportionately readjusted, if the Developer deems it to be applicable, in order to preserve a total value of 100% for the entire Project

resulting from the amendment or amendments to this Master Deed. Except as otherwise limited by the Condominium Documents, the precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. The readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original percentages of value for the Project. The amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by the amendment. In connection with any such amendment, Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of the roadways and sidewalks in the Project to any Convertible Area, and to provide access to any Unit from the roadways and sidewalks located in the Project. Developer shall also have the right to modify the provisions of this Master Deed and the Bylaws attached to it as may be reasonably necessary i) to effectuate the redefined Units added, and ii) to create or change restrictions or other terms and provisions affecting the additional Unit(s) being added to the Project or affecting the balance of the Project as may be reasonably necessary in the Developer's judgment to enhance the value or desirability of such Units.

7. **Consent of Interested Parties**. Except as otherwise provided in this Article, the consent of any Co-Owner shall not be required to convert the Convertible Areas. All of the Owners and mortgagees of the Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the foregoing. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits to it. These provisions give notice to all Owners, mortgagees and other persons acquiring any interest in the Project that such amendments of this Master Deed may be made and recorded, and no further notice of such amendments shall be required.

ARTICLE VII
Consolidation or Relocation of Units, Limited Common Elements

Without the consent of any person other than the affected mortgagee, one or more Owners may subdivide, consolidate or relocate the boundaries of a Unit and appurtenant Limited Common Elements by written request to the Association in accordance with Sections 48 and 49 of the Act and this Article as follows:

1. **Subdivision of Units**. Upon receipt of such request, the President of the Association shall cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, separately identifying the resulting Units by number or other designation, designating the Limited or General Common Elements in connection with them, and proportionately reallocating the undivided interest in Common Elements and the percentages of value. The Owners requesting the subdivision shall bear all costs of the amendment. The subdivision shall not be effective until the amendment to the Master Deed, duly executed by the Association, has been recorded in the office of the Register of Deeds.

2. **Consolidation of Units or Portions of Them; Relocating of Boundaries**. Upon receipt of such request, the President of the Association shall cause to be prepared an amendment to the Master Deed duly relocating or deleting the boundaries, combining and re-identifying the Units involved, proportionately reallocating the undivided interests in Common Elements and the percentages of value and providing for conveyancing between or among the Owners involved in the relocation of boundaries. The Owners requesting consolidation of Units or relocation of boundaries shall bear all costs of the amendment.

The relocation or deletion of boundaries shall not be effective until the amendment to the Master Deed has been recorded in the office of the Register of Deeds.

3. **Limited Common Elements**. Limited Common Elements shall be subject to assignment, reassignment, diminution, omission and all other necessary modification in accordance with Section 39 of the Act and in furtherance of the rights to consolidate or relocate boundaries described in this Article.

ARTICLE VIII
Easements

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

2. **Easements and Other Rights Retained by Developer**.

(a) **Roadway Easements**. The Developer reserves for the benefit of itself, its successors and assigns, and all current and future owners of land contiguous to the Condominium Project or any portion or portions of it, an easement for the unrestricted use of the roads and walkways in the Condominium, as it may be expanded or converted, for the purpose of ingress and egress to and from all or any portion of such contiguous land or the Condominium Premises. By way of illustration and not limitation, the Developer may grant easements for ingress and egress purposes to the owners of contiguous land across the General Common Elements in order to gain access to the roads and walkways within the Project.

(b) **Utility Easements**. The Developer reserves for the benefit of itself its successors and assigns, and all current and future Owners of any land contiguous to the Condominium or any portion or portions of it, perpetual easements to utilize, tap, tie into, extend and enlarge all utilities located in the Condominium, as it may be expanded or converted, and to install new utilities within the Condominium to service any Unit or its Common Elements, and any such land contiguous to the Condominium including, but not limited to, electric, cable television, water, gas, storm and sanitary sewer mains as well as the retention basins, if any, for the Project, as it may be expanded or converted. In the event the Developer utilizes, taps, ties into, extends or enlarges any utilities located in the Condominium, or installs any new utilities in it, the Developer (or any person availing itself of this right) shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping tying-in, extension or enlargement. All expenses of maintenance, repair and replacement of any utilities referred to in this Section shall be shared by this Condominium and any developed portions of the land contiguous to this Condominium which is served by such utilities. The Owners of this Condominium shall be responsible for payment of a proportionate share of such expenses, which

share shall be determined by multiplying such expenses by a fraction, the numerator of which is the number of Units in this Condominium, and the denominator of which is the sum of the numerator plus all other sites on the contiguous land which is served by those utilities. Whenever this reserved right is to be utilized, a specific recorded instrument identifying and describing the benefited land shall be recorded by the Developer in which the provisions of this Section shall be confirmed. The Developer reserves the right at any time to grant easements for utilities over, under and across the Condominium Premises to appropriate governmental agencies or public utility companies and to transfer title to utilities to governmental agencies or to utility companies for the benefit of the Project or any contiguous land.

Any such easement or transfer of title may be made by the Developer without the consent of any Owner mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B, recorded in Ottawa County Records. All of the Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate that grant of easement or transfer of title.

An easement is hereby granted in all improved rights of way, and in Limited and General Common Elements adjacent to them, for public utilities, including but not limited to water, sewer, gas, electric, telephone, and cable television.

3. **Various Private Easements**. Various storm drainage, utility, landscape and ingress and egress easements for the benefit of the Association and the Units are established as shown and provided for in the Condominium Subdivision Plan shown on Exhibit B.

4. **Various Public Utilities Easements**. Various public utility easements are hereby established in this Master Deed as provided for in the Condominium Subdivision Plan as shown on Exhibit B, for the use of Park Township for the extension, construction and operation of public water, sanitary sewer, and storm drainage utilities to the Project.

5. **Grant of Easements by Association**. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors action prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises, as it may be expanded or converted, for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium, as it may be expanded or converted, subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect to it be varied, without the consent of each person benefited by it.

6. **Easements for Installation, Maintenance, Repair and Replacement**. The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, as it may be expanded or converted, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of installation, maintenance, repair, decoration or replacements which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements.

While it is intended that each Owner shall be solely responsible for the performance and costs of all

maintenance, repair and replacement of and decoration of the buildings and all other appurtenances and improvements constructed or otherwise located within its Unit, and its Limited Common Elements, it is nevertheless a matter of concern that an Owner may fail to properly maintain its Unit or any Limited Common Elements appurtenant to it or any improvements in it in a proper manner and in accordance with the standards set forth in this Master Deed, the Bylaws and any rules and regulations or other policies promulgated by the Developer or by the Association. Therefore, in the event an Owner fails, as required by the Master Deed, the Bylaws or any rules and regulations or policies of the Association or the Developer, to properly and adequately maintain, decorate, repair, replace or otherwise keep its Unit or any improvements or appurtenances located in it or any Limited Common Elements appurtenant to it the Association (or the Developer during the Development and Sales Period) shall have the right, and all necessary easements in furtherance thereof (but not the obligation), to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit (including the exteriors of any structures located on it), its appurtenances or any of its Limited Common Elements, all at the expense of the Owner of the Unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Owner, shall be assessed against such Owner and shall be due and payable with its monthly assessment next falling due; further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

7. **Telecommunications Agreements**. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights-of-entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-Unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively the "Telecommunications") to the Project or any Unit in it. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contractor agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

8. **Miscellaneous**. The Condominium Subdivision Plan depicts various utility easements, including by way of illustration and not limitation, storm water easements. Most of the easements have not been created before the date of this Master Deed. All such easements not previously created are hereby created for the purposes stated in the Condominium Subdivision Plans and shall be maintained by the Association. Also, the Developer reserves the right to install identification signs for the Project within Limited Common Elements. The Association shall maintain the signs and shall have the right of access to install and maintain them.

9. **Termination of Easements**. Developer reserves to itself, and its successors and assigns, the right to terminate and revoke any utility or other easement granted in this Master Deed at such time as the particular easement has become unnecessary. This may occur, by way of example but not limitation, when water or sewer systems are connected to municipal systems or when a water or sewer system or other utility easement is relocated to coordinate further and future development of the Project. No utility easement may be terminated or revoked unless and until all Units served by it are adequately served by an

appropriate substitute or replacement utility on a shared maintenance basis. Any termination or revocation of any such easement shall be effected by the recordation of an appropriate amendment to this Master Deed in accordance with the requirements of the Act.

ARTICLE IX
Lease of Units

Developer reserves the right to lease any unsold Unit, without notice to anyone except the Association as required in Article VI of the Bylaws, without the consent of the Owners or any other person, and without approval of the Association, to any tenant, provided that Developer shall include in any such lease a provision obligating the tenant to abide by the Bylaws and rules of the Association.

ARTICLE X
Contractibility of Condominium Project

1. **Right to Contract**. The Condominium Project is a contractible project as that term is defined in the Act. The Condominium established pursuant to this Master Deed may be reduced in area by the withdrawal of land from the Condominium Project. The Developer, for itself and its successors and assigns, hereby explicitly reserves the right to contract the Condominium Project without the consent of any of the Owners or their mortgagees. This right may be exercised without any limitations whatsoever, except as expressly provided in this Article.

(a) All or any portion of the Condominium Premises may be removed from the Condominium Project.

(b) There are no limitations as to what portions of the Condominium Premises may be withdrawn and any portions deleted may or may not be contiguous to each other or to the Condominium Projects as it exists at the time of any contraction.

(c) Portions of the Condominium Premises may be withdrawn from the Condominium Project at different times.

(d) The order in which portions of the Condominium Premises may be withdrawn is not restricted, nor are there any restrictions fixing the boundaries of those portions of the Condominium Premises that may be withdrawn.

(e) The Developer may, in its discretion, establish all or a portion of the lands withdrawn from the Project as a separate condominium project (or projects) or as any other form of development.

(f) The Developer may, in its discretion, grant easements to all or any portions of the lands withdrawn from the Project for access, utilities, drainage, shared recreational facilities, or any other purpose not unduly burdensome, over, across, and under the remaining Project, subject to payment of a pro rata share of the costs of maintaining such easements based upon the number of units/parcels/lots developed on the withdrawn lands to the number of Units developed in the remaining Project.

2. **Limitation of Unit Construction.** The Project established by this Master Deed consists of 24 Units and may, at the election of the Developer, be contracted to a minimum of twelve (12) Units.

3. **Withdrawal of Units**. Developer may, from time to time, decrease the number of Units in the Project by the withdrawal of all or any portion of the Condominium Premises; provided that no Unit that has been sold or that is the subject of a binding purchase agreement may be withdrawn without the consent of the Owner, purchaser, and mortgagee of such Unit. The Developer may also, in connection with any such contraction, readjust the percentages of value for all Units in a manner that gives reasonable recognition to the number of remaining Units, based upon the method of original determination of percentages of value for the Project. Except as otherwise provided in this Article, there are no restrictions or limitations on the right of the Developer to withdraw lands from the Project or as to the portions of land that may be withdrawn, the time or order of such withdrawals, or the number of Units or Common Elements that may be withdrawn; provided, however, that the lands remaining shall not be reduced to less than that necessary to accommodate the remaining Units in the Project with reasonable access and utility service to such Units.

4. **Restrictions Upon Contraction**. Contraction of the Condominium Project shall occur without restriction under the following conditions:

(a) The Developer's right to elect to contract the Condominium Project shall expire six (6) years from the date this Master Deed was first recorded.

(b) The Condominium Project shall be contracted by one or more amendments to this Master Deed deleting land from the Condominium Project as then constituted.

(c) All contraction must be carried out in accordance with the provisions of the Act. No contraction shall be made in such a manner as to eliminate the right of owners of Units remaining within the Project to use roadway or utility easements directly serving their Units.

5. **Redefinition of Common Elements**. The amendment or amendments to the Master Deed contracting the Condominium shall also contain such further definitions and redefinition of General Common Elements or Limited Common Elements and maintenance responsibilities as may be necessary to describe, serve and provide access to the Project as reduced and otherwise comply with agreements and requirements of applicable governmental authorities for development of the Condominium. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element or easement previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article.

6. **Procedure for Contraction**. Pursuant to the foregoing, and any other provisions of the Master Deed to the contrary notwithstanding, the amount of real property in the Condominium Project may, at the sole option of the Developer or its successors or assigns, from time to time, within a period ending no later than six (6) years from the date this Master Deed was first recorded with the Register of Deeds, be decreased by the deletion of all or any portion of the Condominium Premises from the Condominium Project. Each change in size of this Condominium Project shall be given effect by an appropriate amendment to the Master Deed in the manner provided by law, which amendment shall be prepared at the discretion of the Developer or its successors or assigns.

All of the Owners and mortgagees of Units and other persons interested or to become interested in the Condominium Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint Developer or its successors and assigns as agent and attorney for the purpose of execution of the amendment or to effectuate the foregoing. The amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits to it and may incorporate by reference all or any pertinent portions of this Master Deed and the exhibits to it, provided, however, that a

Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments to it. These provisions give notice to all Owners, mortgagees, and other persons acquiring interests in the Condominium that such amendments to this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

Any amendment(s) to the Master Deed made by the Developer to contract the Condominium may also contain such provisions as the Developer may determine necessary or desirable: (i) to readjust the percentages of value for all Units, in order to preserve a total value of 100 percent for the entire Project; (ii) to create easements burdening or benefiting portions or all of the parcel or parcels being withdrawn from the Project; and (iii) to create or change restrictions or other terms and provisions, including designations and definitions of Common Elements, affecting the parcel or parcels being withdrawn from the Projector affecting the balance of the Project, as reasonably necessary in the Developer's judgment to preserve or enhance the value or desirability of the parcel or parcels being withdrawn.

ARTICLE XI
Amendment and Termination

1. **Pre-Conveyance Amendment**. If there is no Owner other than the Developer, the Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting such amendment or termination shall be recorded in the Ottawa County Register of Deeds Office.

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

(a) **Nonmaterial changes**. The amendment may be made without the consent of any Owner or mortgagee if the amendment does not materially alter or change the rights of any Owner or mortgagee of a Unit in the Project, including, but not limited to: (i) amendments to modify the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements; (ii) amendments correcting survey or other errors in the Condominium Documents; or (iii) amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Owners, and enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Association and/or any other agency of the federal government or the State of Michigan. A mortgagee's rights are not materially altered or changed by any amendment as to which the Developer or Association has obtained a written opinion of a licensed real estate appraiser that such amendment does not detrimentally change the value of any Unit affected by the change.

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

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

adopted by the Michigan Department of Labor and Economic Growth or its successor or by the courts pursuant to the Act or with other federal, state, or local laws, ordinances, or regulations affecting the Project.

(d) **Reserved Developer rights**. A material amendment may also be made unilaterally by the Developer without the consent of any Owner or mortgagee for the specific purpose(s) reserved by the Developer in this Master Deed. Pursuant to Section 90 of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, for a period ending one year after the expiration of the Development and Sales Period, to amend this Master Deed and the other Condominium Documents without approval of any Owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose unless the amendment would materially change the right of an Owner or mortgagee, in which event Owner and mortgagee consent shall be required as provided in this Article. During the Development and Sales Period, this Master Deed and Exhibits A and B shall not be amended nor shall provisions be modified in any way without the written consent of the Developer, its successors, or assigns.

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

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

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

(a) **Termination agreement**. Agreement of the required number of Owners and mortgagees to termination of the Project shall be evidenced by their execution of a termination agreement, and the termination shall become effective only when the agreement has been recorded in the Ottawa County Register of Deeds Office.

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

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

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

also be submitted to the Michigan Department of Labor and Economic Growth or its successor.

4. **Mortgagee Consent**.

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

(b) The date on which the proposed amendment is approved by the requisite majority of Owners is considered the "control date."

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

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

(1) A copy of the amendment or amendments as passed by the Owners.

(2) A statement of the date that the amendment was approved by the requisite majority of Owners.

(3) An envelope addressed to the entity authorized by the Board of Directors for tabulating mortgagee votes.

(4) A statement containing language in substantially the form described in subsection (e).

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

(6) A statement of the number of Units subject to the mortgage or mortgages of the mortgagee.

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

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

"A review of the Association records reveals that you are the holder of one (1) or more mortgages recorded against title to one (1) or more Units in Trail View. The Owners of the Condominium adopted the attached amendment to the Condominium Documents on (control date). Pursuant to the terms of the Condominium Documents and/or the Michigan Condominium Act, you are entitled to vote on the amendment. You have one (1) vote for each Unit that is subject to your mortgage or mortgages.

The amendment will be considered approved by first mortgagees if it is approved by 65-2/3% of those mortgagees. In order to vote, you must indicate your approval or rejection on the enclosed ballot, sign it, and return it not later than 90 days after this notice (which date coincides with the date of mailing). Failure to timely return a ballot will constitute a vote for approval. If you oppose the amendment, you must vote against it."

(f) The amendment is considered to be approved by the first mortgagees if it is

approved by 66-2/3% of the first mortgagees whose ballots are received, or are considered to be received, in accordance with Section 90(2) of the Act, by the entity authorized by the Board of Directors to tabulate mortgagee votes.

(g) The Association shall mail the notice required under subsection (d) to the first mortgagee at the address provided in the mortgage or assignment for notices.

(h) The Association shall maintain a copy of the notice, proofs of mailing of the notice, and the ballots returned by mortgagees for a period of two (2) years after the control date.

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

(1) Termination of the Project.

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

(3) A reallocation of responsibility for maintenance, repair, replacement or decoration for a Unit, its appurtenant Limited Common Elements, or the General Common Elements from the Association to the Unit subject to the mortgagee's mortgage.

(4) Elimination of a requirement for the Association to maintain insurance on the Project as a whole or a Unit subject to the mortgagees mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association to the Unit subject to the mortgagee's mortgage.

(5) The modification or elimination of an easement benefiting the Unit subject to the mortgagee's mortgage.

(6) The partial or complete modification, imposition, or removal of leasing restrictions for Units in the Condominium Project.

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

5. **Withdrawal from Project**. If Developer has not completed development and construction of the entire Condominium Project, including proposed improvements whether identified as "must be built" or "need not be built," during a period ending the later of ten (10) years from the date of commencement of construction by the Developer or six (6) years from the last date on which the power to expand or contract was last exercised by the Developer, the Developer, its successors or assigns have the right to withdraw from the Project all undeveloped portions of the Project without the prior consent of any Owners or mortgagees of Units in the Project, or any other party having an interest in the Project.

ARTICLE XII
Assignment

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

ARTICLE XIII
Ottawa County Water Resource Commissioner Restrictions

In accordance with Section 280.433 of the Michigan Drain Code (Act 40 of the Public Acts 1956, as amended) a special assessment drainage district has been created to provide for the maintenance of the storm water system serving the Project. The Drainage District consists of all Units within the Project. At some time in the future, the Units within the drainage district will be subject to a special assessment for the improvement or maintenance of the Blue Haven Drain. The routes of the drain and the drainage district boundaries are included as part of the 433 Agreement recorded at Document No_____,Ottawa County Records and attached hereto as Exhibit E. Private Easements for the Blue Haven Drain have been granted to the Blue Haven Drainage District. The rights and obligations of said easements are recorded with the Ottawa County Register of Deeds office at Document No. _____.

1. Block Grading Plan. Attached as Exhibit D to the Master Deed is a Block Grading Plan showing the direction of flow for the surface drainage for all Units. It is the Unit owner's responsibility to ensure that the final grading of the Unit is in accordance with the Block Grading Plan. During the final Unit grading and landscaping, the owner shall take care of ensure that the installation of fences, planting, trees, and shrubs do not interfere with nor concentrate the flow of surface drainage. No changes will be made in the grading of any Unit areas used for drainage which would later affect surface runoff drainage patterns without the prior written consent of the Water Resources Commissioner for all portions of the drainage system. Finish grading for home construction shall be completed in conformance with the master drainage plan for the development and in such a manner so as not to create the excessive ponding of stormwater on the sites within the development.

2. Easements for Rear or Side Yard and Surface Drainage. Private easements for rear, side yard and surface drainage are for the benefit of upland Units within the Project and any improper construction, development, or grading that occurs within these easements will interfere with the drainage rights of those upland Units. Private easements for surface drainage are for the continuous passage of surface water and each Unit owner will be responsible for maintaining the surface drainage system across their property. No construction is permitted within a private easement for rear, side yard and surface drainage. This includes fences, swimming pools, sheds, garages, patios, decks, or any other permanent structure 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.

3. Basement Floor Elevation Restrictions. The lowest allowable building floor elevations have been established 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.

Minimum building opening (MBO) elevations and the proposed finish floor elevations as listed below, together with benchmarks set within the condominium, are shown on the Block Grading Plan.

To eliminate the potential of structural damage due to flooding and backyard surface drainage the Unit owner shall keep the building's minimum openings at or above the elevation listed above.

The building's minimum opening is the lowest opening on the foundation wall (basement window or door, etc.) or the lowest point on the top of the foundation wall, whichever is lower. The building's minimum openings shall be at or above the elevation shown above. (This includes all buildings on the Unit). Maintaining the lowest allowable opening elevations shown above only provides a safety factor against flooding and is NOT a guarantee against flooding. The owner shall be solely responsible for setting his building openings high enough to provide adequate drainage away from the building and across his Unit.

The lowest allowable floor elevations are set at 2-foot or more above the highest known ground water elevation. The lowest allowable floor and/or opening elevations are set 1-foot or more above the 100-year floodplain or design high water level of the stormwater system. These elevations are set to reduce the risk of structural damage and the flooding of building interiors. A waiver from the set elevations may be granted by the Water Resources Commissioner following receipt of a certification from a professional engineer or surveyor licensed in the State of Michigan demonstrating that the proposed elevation does not pose a risk of flooding. Minimum building floor and opening elevations and bench mark locations and elevations are indicated on the Block Grading Plan.

4. Soil Erosion and Sedimentation Control Permits. Each individual Unit owner will be responsible for the erosion control measures necessary on their Unit 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 Units results from construction for a particular site, it is the responsibility of that Unit owner to remove the sediment and restore the Unit to prevent further erosion. This applies to ALL Unit owners.

5. Responsibility of Maintenance of Open Water Bodies. Unit owners are responsible for the management and maintenance of any open water bodies for aesthetics, aquatic habitat, recreation and water quality, including liability and costs.

6. Restrictions pursuant to the requirements of the Ottawa County Water Resources Commissioner are to be perpetual and shall run with the land. The Water Resources Commissioner's restrictions may not be amended or modified.

7. Each Unit owner waives his claim against the Ottawa County Water Resources Commissioner, Park Township, BauVan West Land Co, LLC, Nederveld Inc, and all of their employees and agents from any and all claims, damage and obligation arising from the existence or operation of the drainage system and any detention ponds and lakes.

IN WITNESS WHEREOF, the undersigned has executed this Master Deed as of the date first written above.

BauVan West Land Co, LLC,
a Michigan limited liability company

By: _____
Brad VanderZwaag
Its: Member

This Master Deed was acknowledged before me in Ottawa County, Michigan, on _____, 2024, by Brad VanderZwaag, Member of BauVan West Land Co, LLC, a Michigan limited liability company.

_____
Name: _____
Notary Public, State of Michigan, County of _____
Acting in the County of _____
My commission expires: _____

Drafted by and after recording return to:

Steve Krommendyk
Sikkel & Associates, PLC
320 N. 120th Ave, Ste 150,
Holland, MI 49424
(616) 394-3025

Trail View

EXHIBIT A
Bylaws

ARTICLE I
Association of Owners

Trail View, a residential Condominium Project located in Park Township, Ottawa County, Michigan, shall be administered by an Association of Owners which shall be a nonprofit corporation, called the "**Association**," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Michigan Condominium Act, as amended (the "**Act**") and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of an Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit in it or the Common Elements of it shall be subject to the provisions and terms of the Condominium Documents.

ARTICLE II
Membership and Voting

1. **Membership.** Each Owner of a Unit, present and future, shall be a member of the Association during the term of such ownership, and no other person or entity shall be entitled to membership. Neither Association membership nor the share of a member in the Association funds and assets shall be assigned, pledged or transferred in any manner, except as an appurtenance to a Unit. Any attempted assignment, pledge or transfer in violation of this provision shall be wholly void.

2. **Vote**. Except as limited in these Bylaws, each Owner shall be entitled to one vote for each Condominium Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the Unit owned by such Owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.

3. **Eligibility to Vote**. No Owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these

Bylaws, no Owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article III. The vote of each Owner may be cast only by the individual representative designated by such Owner in the notice required in Section 4 of this Article II below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members. At and after the First Annual Meeting the Developer shall be entitled to one vote for each Unit which it owns, and for which the Developer is paying the current assessment then in effect at the date on which the vote is cast.

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

5. **Quorum**. The presence in person or by proxy of 35% of the Owners in number and in value qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

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

7. **Majority**. A majority, except where otherwise provided in these Bylaws, shall consist of more than 50% in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority stated above and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or be written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE III
Meetings

1. **Place of Meeting**. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Owners as may be designated

by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Robert's Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

2. **First Annual Meeting**. The First Annual Meeting of members or the Association may be convened only by the Developer and may be called at any time after more than 50% in number of the Units in Trail View have been sold and the purchasers have been qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non developer Owners of 75% in number of all Units or 54 months after the first conveyance of legal or equitable title to a non developer Owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members, and no such meeting shall be construed as the First Annual Meeting of members unless so designated as the First Annual Meeting in writing by the Developer. The date, time and place of such meeting shall be set by the Board of Directors, and at least 10 days written notice shall be given to each Owner, either by first class mail postage prepaid, or by email sent to the unit owner at the email address provided by the Unit Owner to the Association.

3. **Annual Meetings**. Annual meetings of members of the Association shall be held before April 30 of each succeeding year after the year in which the First Annual Meeting is held, on such date and at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than 8 months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Owners a Board of Directors in accordance with the requirements of Article V of these Bylaws. The Owners may also transact at annual meetings such other business of the Association as may properly come before them.

4. **Special Meetings**. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating its purpose as well as the time and place where it is to be held, upon each Owner of record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Owner at the address shown in the notice required to be filed with the Association by Article II, Section 4 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

5. **Adjournment**. If any meeting of Owners cannot be held because a quorum is not in attendance, the Owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

6. **Order of Business**. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing Directors or officers); (g) election of Directors

(at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

7. **Action without Meeting**. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 4 of this Article for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

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

9. **Minutes; Presumption of Notice**. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters stated in it. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE IV
Advisory Committee

Within 1 year after the initial conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least 2 non-developer Owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than 50% in number and in value of the non developer Owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Owners and to aid in the

transition of control of the Association from the Developer to purchaser Owners. The Advisory Committee shall cease to exist automatically when the non-developer Owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Owners.

ARTICLE V
Board of Directors

1. **Number and Qualification of Directors**. The Board of Directors shall be comprised of not less than one nor more than seven directors as shall be fixed from time to time by the Board of Directors. All directors must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

2. **Election of Directors**.

(a) **First Board of Directors**. The first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Owner to the Board. Elections for non-developer Owner Directors shall be held as provided in subsections (b) and (c) below.

(b) **Appointment of Non-developer Owners to Board Prior to First Annual Meeting**. Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 25% in number of the Units that may be created, at least 1 director and not less than 25% of the Board of Directors shall be elected by non-developer Owners. When the required percentage of conveyances has been reached, the Developer shall notify the non-developer Owners and request that they hold a meeting and elect the required Director. Upon certification by the Owners to the Developer of the Director so elected, the Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated. Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 50% of the Units that may be created, not less than 33-1/3% of the Board of Directors shall be elected by non-developer Owners.

(c) **Election of Directors at and After First Annual Meeting**.

(i) Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 75% of the Units that may be created and before conveyance of 90% of such Units, the non-developer Owners shall elect all Directors of the Board, except that the Developer shall have the right to designate at least 1 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. Whenever the 75% conveyance level is achieved, a meeting of Owners shall be

promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to a non-developer Owner of a Unit in the Project, if title to not less than 75% of the Units that may be created has not been conveyed, the non-developer Owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they hold, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but does not reduce, the minimum election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the Board of Directors.

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

(iv) At the First Annual Meeting 2 Directors shall be elected for a term of 2 years and 1 Director shall be elected for a term of 1 year. At such meeting all nominees shall stand for election as 1 slate and the 2 persons receiving the highest number of votes shall be elected for a term of 2 years and the 1 person receiving the next highest number of votes shall be elected for a term of 1 year. At each annual meeting held thereafter, either 1 or 2 Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for 1 of the Directors elected at the First Annual Meeting) of each Director shall be 2 years. The Directors shall hold office until their successors have been elected and hold their first meeting.

(v) Once the Owners have acquired the right to elect a majority of the Board of Directors, annual meetings of Owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article III, Section 3.

(vi) For purposes of this Section, "Units that may be created" means the maximum number of Units in all Phases of the Condominium Project as stated in the Master Deed.

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

3. **Powers and Duties**. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required to be exercised and done by the Owners.

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

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

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

(c) To carry insurance and collect and allocate any proceeds from the insurance.

(d) To rebuild improvements after casualty.

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

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

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

(h) To make rules and regulations in accordance with Article XIII, Section 26 of these Bylaws.

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons to such committees for the purpose of implementing the

administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

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

5. **Management Agent**. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than 3 years or which is not terminable by the Association upon 90 days written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

6. **Vacancies**. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Owners and shall be filled in the manner specified in Section 2(b) of this Article.

7. **Removal**. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% in number and in value of all of the Owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article II, Section 5. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

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

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

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

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

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

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

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

ARTICLE VI
Officers

1. **Officers**. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers

as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

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

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

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

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

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

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

4. **Duties**. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE VII
Seal

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed on it the name of the Association, the words "corporate seal", and "Michigan."

ARTICLE VIII
Finance

1. **Records**. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association. The books, records and contracts concerning the administration and operation of the Condominium Project shall be available for examination by any of the Owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Owner at least once each year a financial statement, the contents of which shall be defined by the Association. Unless the Association "opts out" as provided herein, the Association on an annual basis shall have its books, records, and financial statements independently audited or reviewed by a certified public accountant, as defined in Section 720 of the occupational code, 1980 PA 299, MCL 339.720. The audit or review shall be performed in accordance with the Statements on Auditing Standards or the Statements on Standards for Accounting and Review Services, respectively, of the American Institute of Certified Public Accountants. The Association of co-owners may opt out of the audit requirements on an annual basis by an affirmative vote of a majority of the co-owners by any means permitted under these Bylaws. The costs of any such audit or review and any accounting expenses shall be expenses of administration.

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

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

4. **Construction Liens**. A construction lien arising as a result of work performed upon a Unit or Limited Common Element shall attach only to the Unit upon which the work was

performed, and a lien for work authorized by the Developer or principal contractor shall attach only to Units owned by the Developer at the time of recording the claim of lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Owner of such Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Unit for work performed on the General Common Elements not contracted by the Association or the Developer.

ARTICLE IX
Indemnification of Officers and Directors

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases where the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least 10 days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Owners. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

ARTICLE X
Assessments

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as stated in the Condominium Documents and the Act shall be levied by the Association against the Units and the Owners of it in accordance with the following provisions:

1. **Assessments for Common Elements**. 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 Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

2. **Determination of Assessments**. Assessments shall be determined in accordance with the following provisions:

(a) **Budget**. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves (the "**Expenses of Administration**").

An adequate reserve fund for major maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the minimum amount stated below on or before the Transitional Control Date and after that must be maintained by regular monthly payments as stated in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Moneys in the reserve fund shall be used only for major repairs and replacement of Common Elements. **Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time.**

Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Owner and the assessment of the year shall be established based upon the budget, although the failure to deliver a copy of the budget to each Owner shall not affect or in any way diminish the liability of any Owner for any existing or future assessments.

(b) **Increases in Assessments or Additional Assessments**. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors, that the regular assessments as provided for in the budget are or may prove to be insufficient to either (i) pay the costs of operation and management of the Condominium, (ii) to provide replacements of existing Common Elements, (iii) to provide additions to the Common Elements not exceeding $5,000.00 annually for the entire condominium Project, or (iv) in the event of emergencies, the Board of Directors shall then have the authority to increase the regular budgeted assessments or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Owner consent, to levy assessments pursuant to the provisions of Article V, Section 4. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members, and shall not be enforceable by any creditors of the Association or of the members.

(c) **Special Assessments**. Special assessments, in addition to those required in subparagraph (a) or (b) above, may be made by the Board of Directors from time to time

and approved by the Owners to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding $7,500.00 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 of this Article, or (3) assessments for any other appropriate purpose. Special assessments referred to in this subparagraph (c) (but not including those assessments referred to in subparagraph 2(a) or (b) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than 60% of all Owners in number and in value. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members and shall not be enforceable by any creditors of the Association or of the members.

3. **Apportionment of Assessments and Penalty for Default**. Unless otherwise provided in these Bylaws or in the Master Deed, all assessments levied against the Owners to cover expenses of administration shall be apportioned among and paid by the Owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. In addition, the Board of Directors may issue special assessments, if ordered by the Township, as contemplated by the Master Deed.

Annual assessments as determined in accordance with Section 2(a) above, shall be payable by non-Developer Owners annually, or at such regular intervals as the Board shall from time to time determine, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if the assessment, or any part of it, is not paid to the Association in full on or before the due date for the payment. Each installment in default for 10 or more days may bear interest from its initial due date at the rate of 7% per annum until each installment is paid in full. The Association may, pursuant to Article XIX below, levy fines for late payment of assessments in addition to interest. Each Owner (whether 1 or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Owner is the owner of it, except a land contract purchaser from any Owner including Developer shall be so personally liable and the land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates. Any special assessment ordered by the Township, as contemplated by the Master Deed, may be payable in the year of the assessment.

4. **Waiver of Use or Abandonment of Unit**. No Owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

5. **Enforcement**.

(a) **Remedies**. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to an Owner in default upon 7 days written notice to such Owner of its intention to do so. An Owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Owner of it or any persons claiming under him. The Association may also assess fines for late payment or nonpayment of assessments in accordance with the provisions of Article XIX of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) **Foreclosure Proceedings**. Each Owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments (including expenses of collection as described in paragraph (d) below) either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions**. THE ASSOCIATION IS HEREBY GRANTED WHAT IS COMMONLY KNOWN AS A "POWER OF SALE."** Further, each Owner and every other person who from time to time has any interest in the Project shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. **EACH OWNER OF A UNIT IN THE PROJECT ACKNOWLEDGES THAT AT THE TIME OF ACQUIRING TITLE TO SUCH UNIT, HE WAS NOTIFIED OF THE PROVISIONS OF THIS SUBPARAGRAPH AND THAT HE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY WAIVED NOTICE OF ANY PROCEEDINGS BROUGHT BY THE ASSOCIATION TO FORECLOSE BY ADVERTISEMENT THE LIEN FOR NONPAYMENT OF ASSESSMENTS AND A HEARING ON THE SAME PRIOR TO THE SALE OF THE SUBJECT UNIT.** The Owner of a Unit subject to foreclosure pursuant to Article 108 of the Act, and any purchaser, grantee, successor, or assignee of the Owner's interest in the Unit, is liable for assessments by the Association chargeable to the Unit that become due before expiration of the period of redemption together with the expenses of collection described in paragraph (d) below. The mortgagee of a first mortgage

of record of a Unit shall give notice in accordance with Section 108(9) of the Act to the Association of the commencement of foreclosure of the first mortgage.

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

(d) **Expenses of Collection**. The expenses incurred in collecting unpaid assessments, including interest, collection and late charges, costs, actual attorney's fees (not limited to statutory fees), advances for taxes or other liens paid by the Association to protect its lien, and fines in accordance with the Condominium Documents shall be chargeable to the Owner in default and shall be secured by the lien on his Unit.

6. **Liability of Mortgagee**. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for assessments that have priority over the first mortgage under Section 108 of the Act and except for claims for a pro rata share of such assessments or charges resulting from a pro rata allocation of such assessments or charges to all Units including the mortgaged Unit). The Co-Owner of a Unit subject to foreclosure, and any purchaser, grantee, successor, or assignee of the Co-owner’s interest in the Unit, is liable for assessments by the Association chargeable to the Unit that become due before expiration of the period of redemption, together with interest, advances made by the Association for taxes or other liens to project its lien, costs and attorney fees incurred in their collection.

7. **Financial Responsibility of the Developer**. The Developer of the Condominium,

although a member of the Association, will not be responsible at any time for payment of the monthly Association assessments. Developer, however, will at all times pay all expenses of maintaining the Units that it owns, including the residences and other improvements located thereon, and will reimburse the Association a proportionate share of expenses actually incurred by the Association from time to time to maintain Common Elements actually servicing Units owned by Developer, excluding expenses related to maintenance and use of the Units in the Project and of the residences and other improvements constructed within or appurtenant to the Units that are not owned by Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses will be based upon the ratio of all Units owned by the Developer served by those Common Elements at the time the expense is incurred to the total number of Units then in the Project served by those Common Elements. In no event will Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Units owned by it on which a completed residence is located. A "completed residence" will mean a residence with respect to which a certificate of occupancy has been issued by Holland Charter Township.

8. **Property Taxes and Special Assessments**. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

9. **Personal Property Tax Assessment of Association Property**. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Owners, and personal property taxes based thereon shall be treated as expenses of administration.

10. **Construction Lien**. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

11. **Statement as to Unpaid Assessments**. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments, whether regular or special, interest, late charges, fines, costs, and attorney's fees against the seller or grantor (collectively referred to in this paragraph as the "unpaid assessments"). Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale of the Unit prior to all claims except real property taxes and first mortgages of record (subject to exceptions referenced in section 6 above).

12. **Working Capital Deposit.** At the closing of a purchase of a Unit in the Project each Owner (other than a successor Developer) shall pay to the Association and amount equal to one year of the regular monthly maintenance assessment installment at that time payable with respect to the Unit purchased as a working capital deposit for use by the Association. This obligation shall apply to both the original purchase of a Unit from the Developer and any subsequent purchase of the Unit, but shall not apply to any transfer of the Unit for less than One Hundred Dollars ($100.00) consideration, or via foreclosure of deed in lieu of foreclosure. Such payment shall be nonrefundable.

ARTICLE XI
Insurance

1. **Extent of Coverage**. The Association shall, to the extent appropriate in light of the nature of the General Common Elements, carry property and liability insurance (including without limitation, Directors' and Officers' coverage), and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements and certain other portions of the Condominium Project, as set forth below, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) **Responsibilities of Association**. The Association shall purchase such insurance for the benefit of the Association, and the Owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Owners. Where possible, such insurance shall (i) take the form of a "master" or "blanket" type policy of single entity condominium insurance coverage and (ii) include what is commonly called "all risk" property coverage.

(b) **Insurance of Common Elements and Fixtures**. All General Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding land, landscaping, pavement, foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs.

(c) **Public Liability Insurance**. Comprehensive public liability insurance shall be carried in such limits as the Board may from time to time determine to be appropriate (but in no event less than $1,000,000.00 single limit coverage), and shall cover the Association, each member, director and officer of it and the professional management agent. If possible, the Developer shall be named as an additional insured party on the Association's liability insurance.

(e) **Premium Expenses**. All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(f) **Proceeds of Insurance Policies**. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article XII of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction, and in no event will hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless all of the institutional holders of first mortgages on Units in the Project have given their prior written approval.

(g) **Responsibilities of Co-owners**. Each Co-owner will be responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to his or her residence and all other improvements constructed or to be constructed within the boundaries of his or her Condominium Unit, together with all Limited Common Elements appurtenant to his or her Unit; whether located within or outside the boundaries of his or her Unit, and for his or her personal property located therein or elsewhere on the Condominium Project. All such insurance will be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and evidenced to the Association in an manner acceptable to the Association. In the event of the failure of a Co-owner to obtain such insurance, the Association may obtain such insurance on behalf of such Co-Owner and the premiums therefore will constitutes a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments are collected. Each Co-Owner also will be obligated to obtain insurance coverage for his or her personal liability for occurrences within the boundaries of his or her Condominium Unit or within the residence located thereon and on the Limited Common Elements appurtenant thereto (regardless of where located), and for alternative living expenses in the event of fire. The Association will under no circumstances have any obligation to obtain any of the insurance coverage described in this section or any liability to any person for failure to do so.

2. **Authority of Association to Settle Insurance Claims**. Each Owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project and the Common Elements appurtenant to it, with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums for such insurance, to collect proceeds and to distribute the same to the Association, the Owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

3. **Waiver of Right of Subrogation**. The Association and all Owners shall use their best efforts to cause all property and liability insurance carried by the Association or any Owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Owner or the Association.

4. **Duplication of or Conflict in Coverage**. In the event of duplicate insurance coverage concerning a loss, coverage under the Unit Owner's policy shall be primary. In the event of a conflict between the Association's and/or the Owner's policy and the Condominium Documents, the Unit Owner's policy shall control to the extent insurance proceeds are available to cover the loss, and thereafter the Association's policy shall apply.

ARTICLE XII
Reconstruction or Repair

1. **Determination to Reconstruct or Repair**. If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired, and the responsibility for reconstruction or repairs, shall be made in the following manner:

(a) **General Common Element**. If the damaged property is a General Common Element, the damaged property shall be rebuilt or repaired unless all of the Owners and all of the institutional holders of mortgages on any Unit in the Project unanimously agree to the contrary.

(b) **Unit or Improvements On It**. If the damaged property is a Unit, Limited Common Element or any improvements on the Unit, the Owner of such Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person or entity having an interest in such property, and such Owner shall be responsible for any reconstruction or repair that he elects to make. The Owner shall in any event remove all debris and restore his Unit or its Limited Common Elements and the improvements on it to a clean and sightly condition satisfactory to the Association and in accordance with the provisions of Article XIII as soon as reasonably possible following the occurrence of the damage. Despite the foregoing language to the contrary, any damage to a Limited Common Element that is covered by the Association's insurance policy shall be repaired or replaced by the Association rather than the Owner to the extent insurance proceeds are available to cover the loss.

2. **Repair in Accordance with Plans and Specifications**. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for any damaged improvements located within the Unit and appurtenant Limited Common Elements unless the Owners shall unanimously decide otherwise.

3. **Association Responsibility for Repair**. Immediately after the occurrence of a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, 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 defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost are insufficient, assessment shall be made against all Owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

4. **Timely Reconstruction and Repair**. If damage to the General Common Elements adversely affects the appearance of the Project, the Association shall proceed with replacement of the damaged property without delay.

5. **Eminent Domain**. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

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

(b) **Taking of General Common Elements**. If there is any taking of any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the Owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 50% of the Owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) **Continuation of Condominium After Taking**. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be reserved and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Owner.

(d) **Notification of Mortgagees**. In the event any Unit in the condominium, or any portion of it, or the Common Elements or any portion of it, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired

by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

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

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

ARTICLE XIII
Restrictions

All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

1. **Residential Use.** The Units are for single-family residential purposes only. There will not exist on any Unit at any time more than one residence. No building or structure intended for or adapted to business purposes, and no duplex, apartment house, lodging house, rooming house, half way house, hospital, sanitarium or doctor's office, or any multiple-family dwelling of any kind will be erected, placed, permitted, or maintained on any Unit. No improvement or structure whatever, other than a first-class private residence with attached garage for not less than two cars and not more than four cars may be erected, placed, or maintained on any Unit except as provided in these Bylaws. No residence on any Unit will be used or occupied by other than a single family, its temporary guests and family servants and no residence on any Unit will be used for other than residential use.

2. **Home Occupations**. Although all Units are to be used only for single-family residential purposes, nonetheless home occupations will be considered part of a single-family residential use if, and only if, the home occupation is conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence, which use is clearly incidental and secondary to the use of the residence for dwelling purposes and does not change the character thereof. To qualify as a home occupation, there must be (i) no sign or display that indicates from the exterior that the residence is being utilized in whole or in part for any purpose other than that of a dwelling; (ii) no commodities sold upon the premises; (iii) no person is employed other than a member of the immediate family residing on the premises, and (iv) no mechanical or electrical equipment is used, other than personal computers and other office type

equipment. In no event shall a barber shop, styling salon, spa, massage salon, beauty parlor, tea room, fortune-telling parlor, day care center, animal hospital, or any form of animal care or treatment such as dog trimming, be construed as a home occupation. Although garage sales are included within the prohibited uses since commodities are sold at garage sales, garage sales may nonetheless be conducted with the prior written approval of the Association, if the Association determines to permit garage sales, so long as conducted in accordance with any rules or conditions adopted by the Association.

3. **Letter and Delivery Boxes.** Mailboxes for every Unit shall be contained within a cluster box unit ("CBU") located near the James Street entrance. No individual letter and delivery boxes shall be permitted on any Unit unless with prior written authorization from the Developer during the Development Period and thereafter from the Association.

4. **Lighting.** No vapor lights, dusk to dawn lights or other lights regularly left on during the night may be installed or maintained on any Unit without prior written approval from the Developer during the Development Period and thereafter from the Association.

5. **Signs.** No signs or any advertising will be displayed on any Unit unless their size, form, and number are first approved in writing by the Developer, except that one "For Sale" sign referring only to the Unit on which displayed and not exceeding five (5) square feet in size may be displayed without approval. A name and address sign, the design of which will be approved by the Developer, will be permitted. Nothing herein will be construed to prevent the Developer from erecting, placing, or maintaining signs and offices as may be deemed necessary by the Developer in connection with the sale of Units.

6. **Exterior Changes.** A landscaping plan will be submitted to Developer in accordance with and be subject to Article IV below. Any change in the physical appearance of the exterior of any residence as approved by the Developer for construction must have the prior written approval of the Developer during the Development Period and thereafter of the Association. This includes exterior colors of buildings and significant landscaping changes.

7. **Antennae, Solar Panels and Satellite Dishes.** Antenna, solar panel and satellite dish installation and location must be approved in writing by the Developer prior to construction during the Development Period and thereafter by the Association.

8. **Outbuildings and Structures.** Any outbuilding or permanent structure or other improvement including playhouse, tree house, pool or hot tub may be placed, erected or maintained on any Unit only with the prior written approval of the Developer during the Development Period and thereafter with the prior written approval of the Association provided in accordance with the Bylaws and provided that the materials and architecture of the permanent structure complements the residence.

Tennis courts will be permitted with the prior written approval of the Developer during the Development Period and thereafter by the Association and may be limited or prohibited if the construction requires the removal of a significant number of trees or the Developer or the

Association, in its sole discretion, determines that the tennis court may adversely affect other Units or the location on the Unit would not be appropriate.

9. **Hazardous Materials and Fuel Storage Tanks.** No Co-owner will bring environmentally hazardous materials onto the Condominium Property unless for domestic use at the Co-owner's residence in reasonable quantities limited to the immediate need. No oil or fuel storage tanks may be installed on any Unit and no more than ten (10) gallons of petroleum products may be stored on any Unit (not including fuel within the tanks of cars or other vehicles).

10. **Animals and Pets.** No animals, livestock or poultry may be raised, kept or bred on any Unit, except no more than two (2) indoor household pets. No animal may be kept or bred for any commercial purpose and all animals will have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal will be kept on any Unit. Owners will have full responsibility for any damage to persons or property caused by his or her pet. The owner is required to properly dispose of the waste his or her animal deposits on any property. No dog which barks and can be heard on any frequent or continuing basis will be kept on any Unit, including within any residence. The Association may, without liability to the owner thereof, remove or cause to be removed any animal which it determines to be in violation of the restrictions imposed by this Section. The Association will have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper.

11. **Garage Doors.** For security and aesthetic reasons, garage doors will be kept closed at all times except as may be reasonably necessary to gain access to and from any garage. Each garage
door must have a functional remote controlled garage door opener attached to the garage door at all times.

12. **Recreational and Commercial Vehicles.** No trucks, house trailers, trailers, commercial vehicle boat trailers, boats, camping vehicles or trailers, all-terrain vehicles, lawnmowers, snowmobiles, or vehicles other than automobiles or vehicles used primarily for general personal transportation use may be parked or stored upon any Unit or adjoining areas, unless parked in a garage with the door closed or with the written consent of the Association for more than 48 hours. No inoperable vehicles of any type may be brought or stored upon any Unit, either temporarily or permanently, unless within a garage with the door closed. No trucks over 3/4 ton will be parked overnight on any Unit, except in an enclosed garage without the prior written consent of the Association. No snowmobiles, motorcycles or all-terrain vehicles will be used on any Unit or any part of the Condominium Property without the prior written approval of the Association. Parking on the General Common Elements (including streets) will be subject to any rules and regulations adopted by the Association.

13. **Nuisances.** No owner of any Unit will do or permit to be done any act or condition upon his or her Unit which may be or is or may become a nuisance. No Unit will be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause the Unit to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor will any substance, thing, or material be kept upon any Unit that will

emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Units. No weeds, underbrush, or other unsightly growths will be permitted to grow or remain upon any part of a Unit except to the extent it is natural undergrowth in a wooded area that the Co-owner does not disturb in the construction of the Co-owner's residence and no refuse pile or unsightly objects will be allowed to be placed or suffered to remain anywhere on a Unit. In the event that any Co-owner of any Unit will fail or refuse to keep a Unit free from weeds, underbrush, or refuse piles or other unsightly growths or objects, then the Developer or the Association may enter upon the Unit and remove the same and such entry will not be a trespass; the Co-owner of the Unit will reimburse the Developer or the Association all costs of such removal. In addition, if any Co-owner of any Unit fails to mow at least four times each summer, then the Developer or the Association may enter upon the Unit and mow the Unit and such entry will not be a trespass; the Co owner of the Unit will reimburse the Developer or the Association all costs of such mowing. Any firewood stored within a Unit will be in limited and reasonable quantities and kept in a neat and orderly manner, all as may be further specified by the Association.

14. **Garbage; Refuse, and Recycling Disposal.** All trash, garbage, recycling and other waste is to be kept only in sanitary containers inside garages or otherwise within fully enclosed areas at all times and will not be permitted to remain elsewhere on the Unit, except for such short periods of time as may be reasonably necessary to permit periodic collection. All trash, garbage, recycling and other waste must be removed from the Unit at least once every other week. Each Unit shall be suitably landscaped and no refuse pile or unsightly or objectionable materials shall be allowed to accumulate or be maintained upon any Unit. The Association may adopt rules and regulations to control the style and size of the sanitary containers placed outside of fully enclosed areas for collection and/or may require specific pick-up times and/or specify a required contractor or contractors for all Co-owners to use for waste removal and/or recycling pick-ups.

15. **Zoning.** In addition to the restrictions herein, the use of any Unit and any structure constructed on any Unit must satisfy the requirements of the zoning ordinance of Park Township, Ottawa County, Michigan, which is in effect at the time of the contemplated use or construction of any structure unless a variance for such use or structure is obtained from the Zoning Board of Appeals of Park Township and further there is obtained a written consent thereto from the Developer during the Development Period and thereafter from the Association.

16. **Mineral Extraction.** No derrick or other structures designed for use in boring for oil or natural gas will be erected, placed, or permitted upon any Unit, nor will any oil, natural gas, petroleum, asphalt, or hydrocarbon products or minerals of any kind be produced or extracted from or through the surface of any Unit. Rock, gravel, and/or clay will not be excavated or removed from any Unit for commercial purposes.

17. **Changes** in **Common Elements.** Except as provided in these Bylaws with respect to the Developer, no Co-owner will make changes in any of the Common Elements, Limited or General, without the written approval of the Developer during the Development Period and thereafter of the Association.

18. **Rules and Regulations.** It is intended that the Board of Directors of the Association may make rules and regulations from time to time in connection with use, operation and management of the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Units and the Common Elements may be made and amended from time to time by any Board of Directors of the Association. Copies of all such rules, regulations and amendments thereto will be furnished to all Co-owners. However, the Board may not adopt any rule or regulation in violation of the following provisions:

(a) **Equal Treatment.** Similarly situated Co-owners and occupants shall be treated similarly.

(b) **Speech.** Any rights of Co-owners and occupants under the United States or Michigan Constitutions determined by a federal or Michigan Court to be applicable to the Project to display political signs and symbols in or on their Units of the kinds normally displayed in or outside of residences located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions for the purpose of minimizing damage and disturbance to other Co-owners and occupants.

(c) **Religious and Holiday Displays.** The rights of Co-owners to display religious and holiday signs, symbols, and decorations in their Units of the kinds normally displayed in or outside of residences located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions for the purpose of minimizing damage and disturbance to other Co-owners and occupants.

(d) **Household Composition.** No rule shall interfere with the freedom of occupants of Units to determine the composition of their households, except that the Association shall have the power to adopt rules limiting use of Units to single family residential use and to limit the total number of occupants permitted in each Unit on the basis of the size and facilities of the Unit and its fair share use of the Common Elements.

(e) **Activities Within Unit.** No rule shall interfere with the activities carried on within the confines of Units, except that the Association may prohibit activities not normally
associated with property restricted to single family residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Co-owners, that create a danger to the health or safety of occupants of other Units, that generate excessive noise or traffic, that create unsightly conditions visible outside the Unit, that block the views from other Units, or that create an unreasonable source of annoyance.

(f) **Alienation.** No rule shall prohibit transfer of any Unit or require consent of the Association for transfer of any Unit, that would cause a delay in the transfer for any period longer than thirty (30) days. The Association shall not impose any fee on transfer of any Unit greater than an amount reasonably based on the costs to the Association of the transfer.

(g) **Reasonable Rights to Develop.** No rule or action by the Association shall unreasonably impede Developer's right to develop the Project and adjoining property.

(h) **Abridging Existing Rights.** If any rule would otherwise require Co-owners to dispose of personal property located at the Project which they owned and were permitted to have at the Project prior to adoption of the rule, such rule shall not apply to any such Co-owners without their written consent

19. **Improvements and Modifications for Handicapped Persons**.

(a) Pursuant to MCL 559.147a, MSA 26.50(147a), an Owner may make improvements or modifications to his or her Unit, including improvements or modifications to the Common Elements and to the route from the public way to the door of the Owner's Unit, at his or her expense, if the purpose of the improvement or modification is to facilitate access to or movement within the Unit for handicapped persons, or to alleviate conditions that could be hazardous to handicapped persons. The improvement or modification shall not impair the structural integrity of a structure, impair any soundproofing or otherwise lessen the support of a portion of the Project. The Owner shall be liable for cost of repairing any damage to a Common Element caused by building or maintaining the improvements or modification, unless the damage could reasonably be expected in a normal course of building or maintaining the improvement or modification. The improvement or modification may be made notwithstanding any prohibitions or restrictions in the Condominium Documents. The improvement or modification shall comply with all applicable state and local building code requirements and health and safety laws and ordinances and shall be made as closely as reasonably possible in conformity with the intent of applicable prohibitions and restrictions regarding safety and aesthetics of the proposed improvement or modification that affects the exterior of the Unit and shall not unreasonably prevent passage by other residents of the Project.

(b) An Owner who has made exterior improvements or modifications for handicap access must notify the Association in writing of his intention to convey or lease his or her Unit to another not less than thirty (30) days before the conveyance or lease. Within thirty (30) days of receiving notice, the Association may require that the Owner remove the improvement or modification at his or her own expense. If the Owner fails to give timely notice of a conveyance or lease, the Association may at any time remove or require the Owner to remove the improvement or modification at the Owners' expense. However, the Association may not remove or require the removal of the improvement or modification if the Owner conveys or leases his or her Unit to a handicapped person who needs the same type of improvement or modification, or to a person whose parent, spouse or child is handicapped, requires the same type of improvement or modification, and resides with the person.

(c) If a Owner makes an exterior improvement or modification, he or she shall maintain liability insurance, underwritten by an insurer authorized to do business in this state, in an amount

adequate to compensate for personal injuries caused by the exterior improvement or modification. The Owner shall not be liable for acts or omissions of the Association with respect to the exterior improvement or modification. The Owner shall not be required to maintain liability insurance with respect to any Common Element. The Association shall be responsible for the cost of any maintenance of the improvement or modification, unless the maintenance cannot reasonably be included within the regular maintenance performed by or paid for by the Association, in which case the Owner shall be responsible for e cost of the maintenance of the improvement or modification.

(d) Before an improvement or modification under this Section is made, the Owner shall submit plans and specifications to the Association for review and approval. The Association shall determine whether a proposed improvement or modification substantially conforms to the provisions of MCL 559.147a, MSA 26.50(147a), but shall not deny a proposed improvement or modification without good cause. If the Association denies a proposed improvement or modification, the Association shall list in writing the changes needed to make the proposed improvement or modification conform and deliver that list to the Owner. The Association shall approve or deny the proposed improvement or modification within sixty (60) days after the plans and specifications are submitted. If the Association does not approve or deny within the sixty (60) day period, the Owner may make the proposed improvement or modification without the Association's approval. An Owner may bring an action against the Association and its officers and directors to compel them to comply with the provision s of MCL 559.147a, MSA 26.50(147a), if the Owner disagrees with the denial.

20. **Right of Access of Association**. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant to the Unit from time to time, during reasonable working hours, upon notice to the Owner as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant to the Unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Owner to provide the Association means of access to his Unit and any Limited Common Elements appurtenant to it during all periods of absence, and in the event of the failure of such Owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Owner for any necessary damage to his Unit and any Limited Common Elements appurtenant to the Unit caused by such access or for repair or replacement of any doors or windows damaged in gaining such access.

21. **Alterations; Blocking Access**. No Owner shall make any additions or alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, without the express written approval of the Board of Directors, including without limitation exterior painting or the erection of antennas, satellite dishes, lights, aerials, awnings, doors, shutters, or other exterior attachments or modifications. Also, no Owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the

Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation of it has been approved under these Bylaws, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access. All alterations or modifications for persons with disabilities as defined in Section 2 of the State Construction Code Act of 1972, 1972 P.A. 230, MCL 125.1502, shall be subject to Section 47a of the Michigan Condominium Act.

22. **Common Element Maintenance**. Landscaped areas, yards, driveways, and parking areas shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended.

23. **Maintenance**. Each Owner shall maintain his Unit and any Limited Common Elements or other improvements within the Unit for which he or she has any maintenance responsibility in a safe, clean and sanitary condition. Each Owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other Common Elements in any Unit which are appurtenant to or which may affect any other Unit. Each Owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Owner in the manner provided in Article X of these Bylaws.

24. **Reserved Rights of Developer**.

(a) **Architectural Control**. No one other than the Developer will be entitled to alter the nature or appearance of any improvements or landscaping constructed within the boundaries of a Condominium Unit or the Limited Common Elements appurtenant thereto without the prior written consent of the Developer, which consent may be withheld by the Developer in its absolute discretion. No building, wall, road, sidewalk or other structure or improvements will be placed on the Condominium Premises unless the plans and specifications therefore showing the nature, kind, shape, height, color, materials and location of the improvements (including floor plan and exterior colors) and the plot plan (including elevations) have the prior written approval of the Developer and no changes or deviations in or from such plans and specifications as approved will be made without the prior written consent of the Developer. Two sets of complete plans and specifications must be submitted; one will be retained by the Developer and one will be returned to the applicant. Any such plans for construction or alteration referred to above will include a plan for restoration of the Condominium Premises after construction or alteration to a condition satisfactory to the Developer.

Developer may also, in its discretion, require as a condition of approval of any plans, an agreement for special assessment of increased maintenance charges from any

Owner whose proposed residence and appurtenances and related improvements will cause the Association abnormal expenses in carrying out its responsibilities with respect thereto under the Master Deed.

The purpose of this Article is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential building development, and will be binding upon the Association and all Owners. Developer's rights under this Section may, in Developer's discretion, be assigned to the Association or other successor to Developer. Developer may construct any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

(b) **Developer's Rights in Furtherance of Development and Sales**. None of the restrictions contained in this Article XIII shall apply to the commercial activities (including, but not limited to, the construction and showing of parade homes and model homes) or signs or billboards, if any, of the Developer during the Development and Sales Period or of the Association in furtherance of its powers and purposes stated in this Agreement and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary in these Bylaws, Developer and its duly authorized agents, representatives, employees, and builders who receive an assignment of rights from the Developer, shall have the right to engage in any useful construction activities during working construction hours, to the fullest extent and for the maximum hours permitted under local ordinances, from and over the Project as may be reasonable to enable development and sale of the entire Project by the Developer; and may continue to do so during the entire Development and Sales Period. Notwithstanding anything to the contrary in these Bylaws, Developer, and its duly authorized agents, representatives, employees, and residential builders who receive an assignment of rights from the Developer, shall have the right to maintain a sales office, a business office, a construction office, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by the Developer; and may continue to do so during the entire Development and Sales Period. The Developer shall restore the areas so utilized to habitable status upon termination of use.

(c) **Enforcement of Bylaws**. The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, which right of enforcement shall include (without limitation) an action to restrain the Association or any Owner from any activity prohibited by these Bylaws. After the Development and Sales Period, the Board of Directors shall have the right to enforce these Bylaws.

25. **Binding Effect**. These restrictions shall run with the Condominium Premises and shall be binding upon and inure to the benefit of the Developer, its successors and assigns, and the Unit Owners and their Owners, and their successors and assigns, forever.

ARTICLE XIV
BUILDING RESTRICTIONS

1. **Minimum Square Footage.** Unless the Developer decides otherwise at Developer's sole discretion, as necessary and reasonable during the development period, all homes must meet the following minimum square footage requirements:

(a) Minimum square footage for ranch style homes is one thousand eight hundred (1,800) square feet above grade. If the home's lower level has a minimum of eight hundred (800) square feet finished at the time of initial construction, the main floor square footage above grade may be reduced to no less than one thousand six hundred (1,600) square feet.

(b) Minimum square footage for one and a half story homes is two thousand two hundred (2,200) square feet above grade. If the home's lower level has a minimum of eight hundred (800) square feet finished at the time of initial construction, above grade square footage may be reduced to no less than two thousand (2,000) square feet.

(c) Minimum square footage for two-story homes is two thousand three hundred (2,300) square feet above grade, with a minimum of one thousand two hundred (1,200) square feet required on the main floor. If the home's lower level has a minimum of eight hundred (800) square feet finished at the time of initial construction, above grade square footage may be reduced to no less than two thousand one hundred (2,100) square feet.

2. **Driveways, Approaches and Parking Areas.** No Unit will be used for residential purposes unless the driveway is completed and maintained as provided in this section. No driveway may be closer than five (5) feet from the Unit boundary except the boundary adjoining the public road without prior written approval of the Developer during the Development Period and thereafter of the Association. All driveways must be at least ten (10) feet in width. All driveways, driveway approaches, turnarounds and off-street parking areas must be surfaced with concrete or brick pavement.

3. **Improvements and Landscaping Near Street.** The Co-owner of a Unit located on a street comer will not plant or permit any landscaping, plantings or trees or construct any fence or gate that creates any obstruction to vehicular visibility at or near the street intersection.

4. **Landscaping/Tree Requirements.** Each Unit Owner shall, at the Unit Owners' expense, plant at least one tree along Trail View Court. The Owners of Units 1 through 10 shall also be required to plant, at the Unit Owners' expense, at least two additional trees at the western edge of said Units 1 through 10. All trees required to be planted under this section shall be planted at the time of house landscaping installation. The trees must be either native evergreen, regular deciduous, or flowering trees.

5. **James St. Landscape Buffer.** Developer shall install improvements within the landscape buffer easement located within units 1 and 20, as depicted on the site layout plan. Said landscape buffer shall be maintained by the association.

6. **Miscellaneous Provisions with Respect to Minimum Square Footage and Architectural Style.** The height of any building will not be more than two and one-half stories. If any portion of a level or floor within a residence is below grade, all of that level or floor shall be considered a basement level. No geodesic dome, berm house, pre-fabricated home, modular home, mobile home, or above-ground pool will be erected on any of the Units without the prior written approval of the Developer during the Development Period and thereafter of the Association

7. Approval of Plans. The Developer in designing the Condominium including the location and contour of the roads, has taken into consideration the following criteria:

(a) The Condominium is designed for residential living on residential sites in a suburban atmosphere featuring individual privacy while maintaining a community atmosphere.

(b) The design and general quality of the construction shall be first class.

Consequently, the Developer reserves the right to control the buildings, structures, and other improvements placed on each Unit, as well as to make such exceptions to these Bylaws as the Developer will deem necessary and proper. No building, wall, or other improvement or landscaping will be placed upon a Unit unless and until the plans and specifications therefor showing the nature, kind, shape, height, color, materials and location of the improvements (including floor plan and exterior colors) and the plot plan including elevations have the prior written approval of the Developer and no changes or deviations in or from such plans, specifications and site plan as approved will be made without the prior written consent of the Developer. It should be anticipated that the following standards will usually have to be met for approval of plans, specifications and site plan:

(i) Each residence is to include an attached garage for at least two vehicles.

(ii) Flat roofs will be approved only in exceptional circumstances in the sole discretion of the Developer; the approved roof pitch is not less than a 6/12 pitch with the roof finished with either cedar or architectural grade shingles. Roof storm water drainage must be controlled so as to minimize erosion and runoff which could affect adjacent Units.

(iii) Landscaping plans must include a grass lawn between residence and the street in front of the residence, at least one hardwood tree of a size and nature specified by the Developer at a location along the roadway as determined by the Developer in place, and an automatic underground sprinkling system.

Two sets of complete plans and specifications must be submitted; one will be retained by the Developer and one will be returned to the applicant. Along with the plans and specifications, the Co-owner will submit the name of its proposed builder for approval. Any such plans for construction or alteration referred to above will include a plan for restoration of the Condominium Property after construction or alteration to a condition satisfactory to the Developer. Developer may, if it determines that the plans and specifications are inadequate, require that they be submitted in greater detail by either a licensed builder or architect or landscape architect in the case of landscaping. No landscaping may be commenced prior to submission and approval of

landscaping plan by the Developer. Each such building, wall, or structure will be placed on a Unit only in accordance with the plans and specifications and plot plan as approved by the Developer. The Developer may refuse approval of plans and specifications on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Developer seem sufficient. No alteration in the exterior appearance of the buildings or structures constructed with such approval will be made without like approval of the Developer. If the Developer fails to approve or disapprove any plans and specifications within fifteen (15) days after written request therefor, then such approval will not be required; provided that no building or other improvement will be made which violates any of these Bylaws. The Developer will not be responsible for any defects in plans or specifications approved by Developer or in any building or structure erected according to such plans and specifications or in any changes in drainage resulting from such construction.

Developer may construct any improvements upon the Condominium Property that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents which the Developer cannot waive.

8. Approved Contractor and Construction Process. Except as otherwise approved by Developer in writing, all construction of all buildings and structures will be done only by Baumann Building, Inc. or by residential home builders licensed by the State of Michigan and approved in writing by the Developer and shall be done in accordance with plans approved pursuant to these Bylaws. When the construction of any building is once begun, work thereon must be diligently continued and must be completed within a reasonable time. In any event, all construction must be completed within twelve (12) months from the start thereof, and all landscaping must be completed within six (6) months from substantial completion of the building, provided that the Developer may extend such time(s) when in Developer's opinion conditions warrant an extension. Construction of all other improvements including pools and landscaping will be done by contractors approved in writing by the Developer.

9. Damage to Road or Utilities. Any damage to any road or utilities or any part of the Condominium Property by the Co-owner or the Co-owner's contractor or subcontractors in the course of the construction or alteration of any improvements or landscaping for a Unit shall be repaired, replaced or restored by such Co-owner at Co-owner's sole cost in a manner approved in writing by the Developer.

10. Walls, Fences and Sheds. No walls or fence of any height will be constructed on any Unit within thirty (30) feet of the Unit boundaries until after the height, type, design, and approximate location therefor been approved in writing by the Developer in its sole discretion during the Development Period and thereafter by the Association. No sheds or fences will be permitted along the pond. The heights or elevations of any fence will be measured from the existing elevations of the property at or along the applicable points or lines and will not be higher than 48 inches and have a 50 - 50 opening. All fences must be professionally installed with maintenance-free materials will be required for approval and cannot include chain-link material. Fences will

only be approved for the backyard. No walls will be permitted or approved. All shed sizes will be dictated by the township and must use the same materials and colors as the residence.

11. Occupancy. No building erected upon any Unit will be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed. Nor will any residence, when completed, be in any manner occupied until made to comply with the approved plans and all of these Bylaws.

12. Elevations. No substantial changes in the elevations of the land will be made on a Unit without the prior written consent of the Developer during the Development Period and thereafter by the Association. Any change which materially affects the surface elevation, grade or drainage of the surrounding Units will be considered a substantial change.

13. Soil from Excavation. All soil to be removed from any of the Units either in grading or excavating will, at the option of the Developer, become the property of the Developer and when removed will be placed by the owner of the Unit in such place or places within the Project as the Developer will designate at the Unit Co-owner's expense.

14. Water Systems. No individual water supply system will be permitted on a Unit, except solely for irrigation purposes, swimming pools, or other non-domestic uses on the Unit.

15. Septic Systems. No septic systems or drain fields will be permitted on any Unit.

16. Paved Areas. All driveways, driving approaches, and off-street parking areas shall be surfaced with concrete or brick pavement.

17. Permanent Structures. No accessory building or permanent structure shall be permitted on any Unit that does not reflect the architectural style of the residence.

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

19. Setback Lines. No building will be erected on any other Unit nearer to the street line or to either side Unit boundary, or closer to the rear Unit boundary than permitted by the setback requirements of the zoning ordinance of Holland Charter Township, Ottawa County, Michigan, which is in effect at the time of the contemplated construction of any building unless a variance for such setback is obtained from the Zoning Board of Appeals of Holland Charter Township and further there is obtained a written consent thereto from the Developer during the Development Period and thereafter from the Association. In the event that it is impracticable or would create a hardship to comply with these setbacks as to any corner Unit or odd shaped Unit, then the Developer may specify front yard, side yard and rear yard depths and widths less than is

required by these setbacks. Where one and onehalf, two, or more Units are acquired as a single building site, the side Unit boundaries will refer only to the Unit boundary lines bordering the adjoining Co-owners.

20. Swimming Pools. Swimming pools will not be nearer than ten (10) feet to any Unit boundary and will not project with their coping more than two feet above the established grade. No above-ground swimming pools will be permitted.

21. Covenant to Build; Repurchase Right. Each Co-owner of a Unit in the Condominium, by acceptance of deed or a land contract from the Developer, agrees to complete construction of a residence upon the Co-owner's Unit in conformity with the restrictions contained in the Master Deed and these Bylaws not later than three (3) years from the date the deed or land contract is delivered to the Co-owner. In the event construction does not complete by the end of such period, then the Developer, its successors and assigns, will have the option to (i) require that the Co-Owner list the Unit for sale within 30 days of written notice from Developer, and use its best efforts to complete the sale of the Unit within 90 days after such notice from Developer, and/or (ii) repurchase the Unit from the Co-Owner at any time after the date of the expiration of such three year period, provided construction has not in the interim begun, at a purchase price equal to ninety percent (90%) of the original purchase price paid by the Co-owner or their predecessor(s) in interest to the Developer in acquiring the Unit. The Developer may exercise the purchase option by giving written notice to the Co-owner, in which event the purchase will be closed within thirty (30) days from the date of the notice by the payment by the Developer to the Co-owner of the purchase price and delivery by the Co owner to the Developer of a warranty deed free and clear of all liens and encumbrances other than the Condominium Documents and such easements as are accepted in writing by Developer. The provisions of this section my be waived in writing by Developer or modified by a written agreement between the Co-owner and the Developer.

22. Development and Sales Period; Real Estate Agents. During the Development and Sales Period, an Owner who wishes to sell his Unit shall use Tom Witteveen, or any other agent approved by the Developer in writing, as his listing agent.

ARTICLE XV
Leases

1. **Right to Lease**. An Owner may lease his Unit for residential usage purposes; provided that written disclosure of the lease transaction is submitted to the Board of Directors of the Association in the manner specified in this Article. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of this Article and the Condominium Documents. The Developer may lease any number of Units in its discretion without regard to these restrictions, except that the Developer must comply with the notice provisions of Section 2 below only.

2. **Notice.** An Owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 14 days before presenting a lease form or

otherwise agreeing to grant possession of a Unit to a potential lessee and, at the same time, shall supply the Association with a copy of the exact proposed lease agreement for its review to determine compliance with the Condominium Documents. The Owner shall also provide the Association with a copy of the executed lease. If no written lease is to be used, then the Owner shall supply the Association with the name and address of the potential lessee, along with the rental amount and due dates under the proposed agreement. No Owner may lease less than the entire Unit.

3. **Approval.** After the required notice and all information requested has been provided, the Board or its designee shall approve or disapprove the proposed lease within 15 days. If the Board or its designee neither approves nor disapproves within the 15-day period, such failure to act shall be deemed the equivalent of approval. The Association shall not be liable for its acts or omissions concerning any lease provided by or approved by the Board. The Owner should consult with legal counsel concerning the lease.

4. **Disapproval.** Approval of the Association shall be withheld if a majority of the whole Board so votes, and in such case the lease shall not be made. The Board shall not approve a lease when the payment of assessments for that Unit is delinquent.

5. **Failure to Give Notice.** If proper notice is not given, the Association at its election may approve or disapprove the lease without prior notice. If it disapproves, the Association shall proceed as if it received notice on the date of such disapproval; however, the proposed lessee may provide the Board with the required notice and request reconsideration. Any lease entered into without approval or in violation of the above provisions shall, at the option of the Board, be treated as a nullity, and the Board shall have the right to evict the lessee with five (5) days notice, without securing consent to such eviction from the Unit Owner.

6. **Term of Lease.** No Unit may be leased for a period of less than 6 months. No subleasing or assignment of lease rights is allowed unless the sublessee or subtenants are approved pursuant to the provisions of this section.

7. **Occupancy During Lease Term.** No one but the lessee, his family as defined in Paragraph 1 of Article XIII of these Bylaws, and their guests may occupy the Unit.

8. **Occupancy in Absence of Lessee.** If a lessee absents himself from the Unit for any period of time during the lease term, his family already in residence may continue to occupy the Unit. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the Unit, except the approved Unit Owner.

9. **Compliance.** Tenants and non-Owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.

10. **Failure to Comply.** If the Association determines that the tenant or non-Owner occupant failed to comply with the conditions of the Condominium Documents, the Association shall take the following action, in addition to other action it may take:

(a) The Association shall notify the Owner by certified mail, advising of the alleged violation by the tenant. The Association may also notify the Owner personally, by telephonic facsimile or first class mail advising of the alleged violation by the tenant.

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

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

12. **Arrearages.** When an Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying an Owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Owner the arrearage and future assessments as they fall due and pay them to the Association. The deduction does not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Owner or the Association, then the Association may do the following:

(a) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.

(b) Initiate proceedings pursuant to Section 112(4)(b) of the Act.

ARTICLE XVI
Mortgages

1. **Notice to Association**. Any Owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Owner of such Unit that is not cured within 60 days.

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

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

4. **Foreclosure of Unit by Mortgagee**. The mortgagee of a first mortgage of record of a Unit shall give notice to the Association of the commencement of foreclosure of the first mortgage by advertisement by serving a copy of the published notice of foreclosure required by statute upon the Association by certified mail, return receipt requested, addressed to the resident agent of the Association at the agent's address as shown on the records of the Michigan Corporations and Securities Bureau, or to the address the Association provides to the mortgagee, if any, in those cases where the address is not registered, within 10 days after the first publication of the notice.

The mortgagee of a first mortgage of record of a Unit shall give notice to the Association of intent to commence foreclosure of the first mortgage by judicial action by serving a notice setting forth the names of the mortgagors, the mortgagee, and the foreclosing assignee of a recorded assignment of the mortgage; the date of the mortgage and the date the mortgage was recorded; the amount claimed to be due on the mortgage on the date of notice; and a description contained in the mortgage upon the Association by certified mail, return receipt requested, addressed to the resident agent of the Association at the agent's address as shown on the records of the Michigan Corporation and Securities Bureau, or to the address the Association provides the mortgagee, if any, in those cases there the address is not registered, not less than 10 days before commencement of the judicial action.

Failure of the mortgagee to provide notice as required by this Section shall only provide the association with legal recourse and will not, in any event, invalidate any foreclosure proceeding between a mortgagee and mortgagor.

ARTICLE XVII
Amendments

1. **Proposal**. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by 1/3 or more in number of the Owners by instrument in writing signed by them.

2. **Meeting**. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

3. **Voting**. These Bylaws may be amended by the Owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than 66-2/3% of all Owners in number and in value. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such

mortgagees, in which event the approval of 66-2/3% of the mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held. For purposes of this voting, each co-owner will have one (1) vote for each Unit owned, including as to the Developer all Units created by the Master Deed but not yet conveyed. These Bylaws shall not be amended without the prior written consent of the Developer so long as the Developer continues to offer any Unit for sale.

4. **By Developer**. Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the right of an Owner or mortgagee.

5. **Amendments Not Materially Changing Condominium Bylaws**. The Developer or Board of Directors may enact amendments to these Condominium Bylaws without the approval of any co-owner or mortgagee, provided that the amendments shall not materially alter or change the rights of a co-owner or mortgagee.

6. **When Effective**. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Ottawa County Register of Deeds.

7. **Binding**. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVIII
Compliance

The Association and all present or future Owners, tenants, future tenants, or any other persons acquiring an interest in or using the Project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry in the Condominium Premise shall signify that if the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE XIX
Definitions

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

ARTICLE XX
Remedies for Default

Any default by an Owner shall entitle the Association or another Owner or Owners to the following relief:

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

2. **Recovery of Costs**. In any proceeding arising because of an alleged default by any Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Owner be entitled to recover such attorney's fees.

3. **Removal and Abatement**. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights stated above, to enter upon the Common Elements or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Owner in violation, any structure, thing, or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Owner arising out of the exercise of its removal and abatement power authorized under these Bylaws.

4. **Assessment of Fines**. The violation of any of the provisions of the Condominium Documents by any Owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations against the involved Owner. Such Owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Owner to the Condominium Premises. Upon any such violation being alleged by the Board, the following procedures will be followed:

(a) **Notice**. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Owner on notice as to the violation, shall be sent by first class mail, postage prepaid, personally delivered to the representative of said Owner at the address as shown in the notice required to be filed with the Association pursuant to Article II, Section 4 of the Bylaws, or sent by email to the Owner at the email address provided by the Owner to the Association.

(b) **Opportunity to Defend**. The offending Owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting but in no event shall the Owner be required to appear less than 10 days from the date of the notice.

(c) **Default**. Failure to respond to the notice of violation constitutes a default.

(d) **Hearing and Decision**. Upon appearance by the Owner before the Board and presentation of evidence of defense, or, in the event of the Owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

(e) **Amounts**. Upon violation of any of the provisions of the Condominium Documents and after default of the offending Owner or upon the decision of the Board as recited above, the following fines shall be levied:

(1) **First Violation**. No fine shall be levied.

(2) **Second Violation**. One Hundred Fifty Dollar ($150.00) fine.

(3) **Third Violation**. Three Hundred Dollar ($300.00) fine.

(4) **Fourth Violation and Subsequent Violations**. Five Hundred Dollar ($500.00) fine.

(g) **Collection**. The fines levied pursuant to Section 3 above shall be assessed against the Owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Owner to all liabilities set forth in the Condominium Documents.

5. **Nonwaiver of Right**. The failure of the Association or of any Owner to enforce any right, provision, covenant or condition in the future shall not operate as a waiver.

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

7. **Enforcement of Provisions of Condominium Document**. An Owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. An Owner may maintain an action against any other Owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XXI
Rights Reserved to Developer

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights and such assignee or transferee shall have the same rights and powers as have been given and reserved to the Developer. Any rights and powers reserved or granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination of any real property rights granted or reserved to the Developer or its successor and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XXII
Arbitration

1. **Scope and Election**. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time shall be applicable to any such arbitration.

2. **Judicial Relief**. In the absence of the election and written consent of the parties pursuant to Section 1 above, no Owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

3. **Election of Remedies**. Such election and written consent by Owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE XXIII

Severability

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

TRAIL VIEW

EXHIBIT A
Bylaws

ARTICLE I
Association of Owners

Trail View, a residential Condominium Project located in Park Township, Ottawa County, Michigan, shall be administered by an Association of Owners which shall be a nonprofit corporation, called the "**Association**," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Michigan Condominium Act, as amended (the "**Act**") and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of an Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit in it or the Common Elements of it shall be subject to the provisions and terms of the Condominium Documents.

ARTICLE II
Membership and Voting

1. **Membership.** Each Owner of a Unit, present and future, shall be a member of the Association during the term of such ownership, and no other person or entity shall be entitled to membership. Neither Association membership nor the share of a member in the Association funds and assets shall be assigned, pledged or transferred in any manner, except as an appurtenance to a Unit. Any attempted assignment, pledge or transfer in violation of this provision shall be wholly void.

2. **Vote**. Except as limited in these Bylaws, each Owner shall be entitled to one vote for each Condominium Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the Unit owned by such Owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.

3. **Eligibility to Vote**. No Owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these

Bylaws, no Owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article III. The vote of each Owner may be cast only by the individual representative designated by such Owner in the notice required in Section 4 of this Article II below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members. At and after the First Annual Meeting the Developer shall be entitled to one vote for each Unit which it owns, and for which the Developer is paying the current assessment then in effect at the date on which the vote is cast.

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

5. **Quorum**. The presence in person or by proxy of 35% of the Owners in number and in value qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

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

7. **Majority**. A majority, except where otherwise provided in these Bylaws, shall consist of more than 50% in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority stated above and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or be written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE III
Meetings

1. **Place of Meeting**. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Owners as may be designated

by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Robert's Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

2. **First Annual Meeting**. The First Annual Meeting of members or the Association may be convened only by the Developer and may be called at any time after more than 50% in number of the Units in Trail View have been sold and the purchasers have been qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non developer Owners of 75% in number of all Units or 54 months after the first conveyance of legal or equitable title to a non developer Owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members, and no such meeting shall be construed as the First Annual Meeting of members unless so designated as the First Annual Meeting in writing by the Developer. The date, time and place of such meeting shall be set by the Board of Directors, and at least 10 days written notice shall be given to each Owner, either by first class mail postage prepaid, or by email sent to the unit owner at the email address provided by the Unit Owner to the Association.

3. **Annual Meetings**. Annual meetings of members of the Association shall be held before April 30 of each succeeding year after the year in which the First Annual Meeting is held, on such date and at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than 8 months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Owners a Board of Directors in accordance with the requirements of Article V of these Bylaws. The Owners may also transact at annual meetings such other business of the Association as may properly come before them.

4. **Special Meetings**. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating its purpose as well as the time and place where it is to be held, upon each Owner of record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Owner at the address shown in the notice required to be filed with the Association by Article II, Section 4 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

5. **Adjournment**. If any meeting of Owners cannot be held because a quorum is not in attendance, the Owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

6. **Order of Business**. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing Directors or officers); (g) election of Directors

(at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

7. **Action without Meeting**. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 4 of this Article for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

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

9. **Minutes; Presumption of Notice**. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters stated in it. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE IV
Advisory Committee

Within 1 year after the initial conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least 2 non-developer Owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than 50% in number and in value of the non developer Owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Owners and to aid in the

transition of control of the Association from the Developer to purchaser Owners. The Advisory Committee shall cease to exist automatically when the non-developer Owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Owners.

ARTICLE V
Board of Directors

1. **Number and Qualification of Directors**. The Board of Directors shall be comprised of not less than one nor more than seven directors as shall be fixed from time to time by the Board of Directors. All directors must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

2. **Election of Directors**.

(a) **First Board of Directors**. The first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Owner to the Board. Elections for non-developer Owner Directors shall be held as provided in subsections (b) and (c) below.

(b) **Appointment of Non-developer Owners to Board Prior to First Annual Meeting**. Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 25% in number of the Units that may be created, at least 1 director and not less than 25% of the Board of Directors shall be elected by non-developer Owners. When the required percentage of conveyances has been reached, the Developer shall notify the non-developer Owners and request that they hold a meeting and elect the required Director. Upon certification by the Owners to the Developer of the Director so elected, the Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated. Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 50% of the Units that may be created, not less than 33-1/3% of the Board of Directors shall be elected by non-developer Owners.

(c) **Election of Directors at and After First Annual Meeting**.

(i) Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 75% of the Units that may be created and before conveyance of 90% of such Units, the non-developer Owners shall elect all Directors of the Board, except that the Developer shall have the right to designate at least 1 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. Whenever the 75% conveyance level is achieved, a meeting of Owners shall be

promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to a non-developer Owner of a Unit in the Project, if title to not less than 75% of the Units that may be created has not been conveyed, the non-developer Owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they hold, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but does not reduce, the minimum election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the Board of Directors.

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

(iv) At the First Annual Meeting 2 Directors shall be elected for a term of 2 years and 1 Director shall be elected for a term of 1 year. At such meeting all nominees shall stand for election as 1 slate and the 2 persons receiving the highest number of votes shall be elected for a term of 2 years and the 1 person receiving the next highest number of votes shall be elected for a term of 1 year. At each annual meeting held thereafter, either 1 or 2 Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for 1 of the Directors elected at the First Annual Meeting) of each Director shall be 2 years. The Directors shall hold office until their successors have been elected and hold their first meeting.

(v) Once the Owners have acquired the right to elect a majority of the Board of Directors, annual meetings of Owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article III, Section 3.

(vi) For purposes of this Section, "Units that may be created" means the maximum number of Units in all Phases of the Condominium Project as stated in the Master Deed.

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

3. **Powers and Duties**. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required to be exercised and done by the Owners.

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

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

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

(c) To carry insurance and collect and allocate any proceeds from the insurance.

(d) To rebuild improvements after casualty.

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

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

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

(h) To make rules and regulations in accordance with Article XIII, Section 26 of these Bylaws.

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons to such committees for the purpose of implementing the

administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

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

5. **Management Agent**. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than 3 years or which is not terminable by the Association upon 90 days written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

6. **Vacancies**. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Owners and shall be filled in the manner specified in Section 2(b) of this Article.

7. **Removal**. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% in number and in value of all of the Owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article II, Section 5. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

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

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

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

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

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

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

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

ARTICLE VI
Officers

1. **Officers**. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers

as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

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

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

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

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

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

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

4. **Duties**. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE VII
Seal

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed on it the name of the Association, the words "corporate seal", and "Michigan."

ARTICLE VIII
Finance

1. **Records**. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association. The books, records and contracts concerning the administration and operation of the Condominium Project shall be available for examination by any of the Owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Owner at least once each year a financial statement, the contents of which shall be defined by the Association. Unless the Association "opts out" as provided herein, the Association on an annual basis shall have its books, records, and financial statements independently audited or reviewed by a certified public accountant, as defined in Section 720 of the occupational code, 1980 PA 299, MCL 339.720. The audit or review shall be performed in accordance with the Statements on Auditing Standards or the Statements on Standards for Accounting and Review Services, respectively, of the American Institute of Certified Public Accountants. The Association of co-owners may opt out of the audit requirements on an annual basis by an affirmative vote of a majority of the co-owners by any means permitted under these Bylaws. The costs of any such audit or review and any accounting expenses shall be expenses of administration.

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

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

4. **Construction Liens**. A construction lien arising as a result of work performed upon a Unit or Limited Common Element shall attach only to the Unit upon which the work was

performed, and a lien for work authorized by the Developer or principal contractor shall attach only to Units owned by the Developer at the time of recording the claim of lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Owner of such Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Unit for work performed on the General Common Elements not contracted by the Association or the Developer.

ARTICLE IX
Indemnification of Officers and Directors

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases where the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least 10 days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Owners. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

ARTICLE X
Assessments

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as stated in the Condominium Documents and the Act shall be levied by the Association against the Units and the Owners of it in accordance with the following provisions:

1. **Assessments for Common Elements**. 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 Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

2. **Determination of Assessments**. Assessments shall be determined in accordance with the following provisions:

(a) **Budget**. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves (the "**Expenses of Administration**").

An adequate reserve fund for major maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the minimum amount stated below on or before the Transitional Control Date and after that must be maintained by regular monthly payments as stated in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Moneys in the reserve fund shall be used only for major repairs and replacement of Common Elements. **Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time.**

Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Owner and the assessment of the year shall be established based upon the budget, although the failure to deliver a copy of the budget to each Owner shall not affect or in any way diminish the liability of any Owner for any existing or future assessments.

(b) **Increases in Assessments or Additional Assessments**. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors, that the regular assessments as provided for in the budget are or may prove to be insufficient to either (i) pay the costs of operation and management of the Condominium, (ii) to provide replacements of existing Common Elements, (iii) to provide additions to the Common Elements not exceeding $5,000.00 annually for the entire condominium Project, or (iv) in the event of emergencies, the Board of Directors shall then have the authority to increase the regular budgeted assessments or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Owner consent, to levy assessments pursuant to the provisions of Article V, Section 4. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members, and shall not be enforceable by any creditors of the Association or of the members.

(c) **Special Assessments**. Special assessments, in addition to those required in subparagraph (a) or (b) above, may be made by the Board of Directors from time to time

and approved by the Owners to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding $7,500.00 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 of this Article, or (3) assessments for any other appropriate purpose. Special assessments referred to in this subparagraph (c) (but not including those assessments referred to in subparagraph 2(a) or (b) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than 60% of all Owners in number and in value. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members and shall not be enforceable by any creditors of the Association or of the members.

3. **Apportionment of Assessments and Penalty for Default**. Unless otherwise provided in these Bylaws or in the Master Deed, all assessments levied against the Owners to cover expenses of administration shall be apportioned among and paid by the Owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. In addition, the Board of Directors may issue special assessments, if ordered by the Township, as contemplated by the Master Deed.

Annual assessments as determined in accordance with Section 2(a) above, shall be payable by non-Developer Owners in 12 equal monthly installments, or at such regular intervals as the Board shall from time to time determine, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if the assessment, or any part of it, is not paid to the Association in full on or before the due date for the payment. Each installment in default for 10 or more days may bear interest from its initial due date at the rate of 7% per annum until each installment is paid in full. The Association may, pursuant to Article XIX below, levy fines for late payment of assessments in addition to interest. Each Owner (whether 1 or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Owner is the owner of it, except a land contract purchaser from any Owner including Developer shall be so personally liable and the land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates. Any special assessment ordered by the Township, as contemplated by the Master Deed, may be payable in the year of the assessment.

4. **Waiver of Use or Abandonment of Unit**. No Owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

5. **Enforcement**.

(a) **Remedies**. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to an Owner in default upon 7 days written notice to such Owner of its intention to do so. An Owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Owner of it or any persons claiming under him. The Association may also assess fines for late payment or nonpayment of assessments in accordance with the provisions of Article XIX of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) **Foreclosure Proceedings**. Each Owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments (including expenses of collection as described in paragraph (d) below) either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions**. THE ASSOCIATION IS HEREBY GRANTED WHAT IS COMMONLY KNOWN AS A "POWER OF SALE."** Further, each Owner and every other person who from time to time has any interest in the Project shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. **EACH OWNER OF A UNIT IN THE PROJECT ACKNOWLEDGES THAT AT THE TIME OF ACQUIRING TITLE TO SUCH UNIT, HE WAS NOTIFIED OF THE PROVISIONS OF THIS SUBPARAGRAPH AND THAT HE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY WAIVED NOTICE OF ANY PROCEEDINGS BROUGHT BY THE ASSOCIATION TO FORECLOSE BY ADVERTISEMENT THE LIEN FOR NONPAYMENT OF ASSESSMENTS AND A HEARING ON THE SAME PRIOR**

TO THE SALE OF THE SUBJECT UNIT. The Owner of a Unit subject to foreclosure pursuant to Article 108 of the Act, and any purchaser, grantee, successor, or assignee of the Owner's interest in the Unit, is liable for assessments by the Association chargeable to the Unit that become due before expiration of the period of redemption together with the expenses of collection described in paragraph (d) below. The mortgagee of a first mortgage of record of a Unit shall give notice in accordance with Section 108(9) of the Act to the Association of the commencement of foreclosure of the first mortgage.

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

(d) **Expenses of Collection**. The expenses incurred in collecting unpaid assessments, including interest, collection and late charges, costs, actual attorney's fees (not limited to statutory fees), advances for taxes or other liens paid by the Association to protect its lien, and fines in accordance with the Condominium Documents shall be chargeable to the Owner in default and shall be secured by the lien on his Unit.

6. **Liability of Mortgagee**. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for assessments that have priority over the first mortgage under Section 108 of the Act and except for claims for a pro rata share of such assessments or charges resulting from a pro rata allocation of such assessments or charges to all Units including the mortgaged Unit). The Co-Owner of a Unit subject to foreclosure,

and any purchaser, grantee, successor, or assignee of the Co-owner's interest in the Unit, is liable for assessments by the Association chargeable to the Unit that become due before expiration of the period of redemption, together with interest, advances made by the Association for taxes or other liens to project its lien, costs and attorney fees incurred in their collection.

7. **Financial Responsibility of the Developer**. The Developer of the Condominium, although a member of the Association, will not be responsible at any time for payment of the monthly Association assessments. Developer, however, will at all times pay all expenses of maintaining the Units that it owns, including the residences and other improvements located thereon, and will reimburse the Association a proportionate share of expenses actually incurred by the Association from time to time to maintain Common Elements actually servicing Units owned by Developer, excluding expenses related to maintenance and use of the Units in the Project and of the residences and other improvements constructed within or appurtenant to the Units that are not owned by Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses will be basedupon the ratio of all Units owned by the Developer served by those Common Elements at the time the expense is incurred to the total number of Units then in the Project served by those Common Elements. In no event will Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Units owned by it on which a completed residence is located. A "completed residence" will mean a residence with respect to which a certificate of occupancy has been issued by Holland Charter Township.

8. **Property Taxes and Special Assessments**. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

9. **Personal Property Tax Assessment of Association Property**. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Owners, and personal property taxes based thereon shall be treated as expenses of administration.

10. **Construction Lien**. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

11. **Statement as to Unpaid Assessments**. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments, whether regular or special, interest, late charges, fines, costs, and attorney's fees against the seller or grantor (collectively referred to in this paragraph as the "unpaid assessments"). Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing

the same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale of the Unit prior to all claims except real property taxes and first mortgages of record (subject to exceptions referenced in section 6 above).

12. **Working Capital Deposit.** At the closing of a purchase of a Unit in the Project each Owner (other than a successor Developer) shall pay to the Association and amount equal to two (2) months of the regular monthly maintenance assessment installment at that time payable with respect to the Unit purchased as a working capital deposit for use by the Association. This obligation shall apply to both the original purchase of a Unit from the Developer and any subsequent purchase of the Unit, but shall not apply to any transfer of the Unit for less than One Hundred Dollars ($100.00) consideration, or via foreclosure of deed in lieu of foreclosure. Such payment shall be nonrefundable.

ARTICLE XI
Insurance

1. **Extent of Coverage**. The Association shall, to the extent appropriate in light of the nature of the General Common Elements, carry property and liability insurance (including without limitation, Directors' and Officers' coverage), and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements and certain other portions of the Condominium Project, as set forth below, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) **Responsibilities of Association**. The Association shall purchase such insurance for the benefit of the Association, and the Owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Owners. Where possible, such insurance shall (i) take the form of a "master" or "blanket" type policy of single entity condominium insurance coverage and (ii) include what is commonly called "all risk" property coverage.

(b) **Insurance of Common Elements and Fixtures**. All General Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding land, landscaping, pavement, foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs.

(c) **Public Liability Insurance**. Comprehensive public liability insurance shall be carried in such limits as the Board may from time to time determine to be appropriate (but in no event less than $1,000,000.00 single limit coverage), and shall cover the Association, each member, director and officer of it and the professional management

agent. If possible, the Developer shall be named as an additional insured party on the Association's liability insurance.

(e) **Premium Expenses**. All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(f) **Proceeds of Insurance Policies**. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article XII of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction, and in no event will hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless all of the institutional holders of first mortgages on Units in the Project have given their prior written approval.

(g) **Responsibilities of Co-owners**. Each Co-owner will be responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to his or her residence and all other improvements constructed or to be constructed within the boundaries of his or her Condominium Unit, together with all Limited Common Elements appurtenant to his or her Unit; whether located within or outside the boundaries of his or her Unit, and for his or her personal property located therein or elsewhere on the Condominium Project. All such insurance will be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and evidenced to the Association in an manner acceptable to the Association. In the event of the failure of a Co-owner to obtain such insurance, the Association may obtain such insurance on behalf of such Co-Owner and the premiums therefore will constitutes a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments are collected. Each Co-Owner also will be obligated to obtain insurance coverage for his or her personal liability for occurrences within the boundaries of his or her Condominium Unit or within the residence located thereon and on the Limited Common Elements appurtenant thereto (regardless of where located), and for alternative living expenses in the event of fire. The Association will under no circumstances have any obligation to obtain any of the insurance coverage described in this section or any liability to any person for failure to do so.

2. **Authority of Association to Settle Insurance Claims**. Each Owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project and the Common Elements appurtenant to it, with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the

Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums for such insurance, to collect proceeds and to distribute the same to the Association, the Owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

3. **Waiver of Right of Subrogation**. The Association and all Owners shall use their best efforts to cause all property and liability insurance carried by the Association or any Owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Owner or the Association.

4. **Duplication of or Conflict in Coverage**. In the event of duplicate insurance coverage concerning a loss, coverage under the Unit Owner's policy shall be primary. In the event of a conflict between the Association's and/or the Owner's policy and the Condominium Documents, the Unit Owner's policy shall control to the extent insurance proceeds are available to cover the loss, and thereafter the Association's policy shall apply.

ARTICLE XII
Reconstruction or Repair

1. **Determination to Reconstruct or Repair**. If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired, and the responsibility for reconstruction or repairs, shall be made in the following manner:

(a) **General Common Element**. If the damaged property is a General Common Element, the damaged property shall be rebuilt or repaired unless all of the Owners and all of the institutional holders of mortgages on any Unit in the Project unanimously agree to the contrary.

(b) **Unit or Improvements On It**. If the damaged property is a Unit, Limited Common Element or any improvements on the Unit, the Owner of such Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person or entity having an interest in such property, and such Owner shall be responsible for any reconstruction or repair that he elects to make. The Owner shall in any event remove all debris and restore his Unit or its Limited Common Elements and the improvements on it to a clean and sightly condition satisfactory to the Association and in accordance with the provisions of Article XIII as soon as reasonably possible following the occurrence of the damage. Despite the foregoing language to the contrary, any damage to a Limited Common Element that is covered by the Association's insurance

policy shall be repaired or replaced by the Association rather than the Owner to the extent insurance proceeds are available to cover the loss.

2. **Repair in Accordance with Plans and Specifications**. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for any damaged improvements located within the Unit and appurtenant Limited Common Elements unless the Owners shall unanimously decide otherwise.

3. **Association Responsibility for Repair**. Immediately after the occurrence of a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, 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 defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost are insufficient, assessment shall be made against all Owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

4. **Timely Reconstruction and Repair**. If damage to the General Common Elements adversely affects the appearance of the Project, the Association shall proceed with replacement of the damaged property without delay.

5. **Eminent Domain**. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

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

(b) **Taking of General Common Elements**. If there is any taking of any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the Owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 50% of the Owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) **Continuation of Condominium After Taking**. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be reserved and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall

also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Owner.

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

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

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

ARTICLE XIII
Restrictions

All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

1. **Residential Use.** The Units are for single-family residential purposes only. There will not exist on any Unit at any time more than one residence. No building or structure intended for or adapted to business purposes, and no duplex, apartment house, lodging house, rooming house, half- way house, hospital, sanitarium or doctor's office, or any multiple-family dwelling of any kind will be erected, placed, permitted, or maintained on any Unit. No improvement or structure whatever, other than a first-class private residence with attached garage for not less than two cars and not more than four cars may be erected, placed, or maintained on any Unit except as provided in these Bylaws. No residence on any Unit will be used or occupied by other than a single family, its temporary guests and family servants and no residence on any Unit will be used for other than residential use.

2. **Home Occupations**. Although all Units are to be used only for single-family residential purposes, nonetheless home occupations will be considered part of a single-family residential use if, and only if, the home occupation is conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence, which use is clearly incidental and secondary to the use of the residence for dwelling purposes and does not change the character thereof. To qualify as a home occupation, there must be (i) no sign or display that indicates from the exterior that the residence is being utilized in whole or in part for any purpose other than that of a dwelling; (ii) no commodities sold upon the premises; (iii) no person is employed other than a member of the immediate family residing on the premises, and (iv) no mechanical or electrical equipment is used, other than personal computers and other office type equipment. In no event shall a barber shop, styling salon, spa, massage salon, beauty parlor, tea room, fortune-telling parlor, day care center, animal hospital, or any form of animal care or treatment such as dog trimming, be construed as a home occupation. Although garage sales are included within the prohibited uses since commodities are sold at garage sales, garage sales may nonetheless be conducted with the prior written approval of the Association, if the Association determines to permit garage sales, so long as conducted in accordance with any rules or conditions adopted by the Association.

3. **Letter and Delivery Boxes.** Mailboxes for every Unit shall be contained within a cluster box unit ("CBU") located near the N Franklin Ave entrance. No individual letter and delivery boxes shall be permitted on any Unit unless with prior written authorization from the Developer during the Development Period and thereafter from the Association.

4. **Lighting.** No vapor lights, dusk to dawn lights or other lights regularly left on during the night may be installed or maintained on any Unit without prior written approval from the Developer during the Development Period and thereafter from the Association.

5. **Signs.** No signs or any advertising will be displayed on any Unit unless their size, form, and number are first approved in writing by the Developer, except that one "For Sale" sign referring only to the Unit on which displayed and not exceeding five (5) square feet in size may be displayed without approval. A name and address sign, the design of which will be approved by the Developer, will be permitted. Nothing herein will be construed to prevent the Developer from erecting, placing, or maintaining signs and offices as may be deemed necessary by the Developer in connection with the sale of Units.

6. **Exterior Changes.** A landscaping plan will be submitted to Developer in accordance with and be subject to Article IV below. Any change in the physical appearance of the exterior of any residence as approved by the Developer for construction must have the prior written approval of the Developer during the Development Period and thereafter of the Association. This includes exterior colors of buildings and significant landscaping changes.

7. **Antennae, Solar Panels and Satellite Dishes.** Antenna, solar panel and satellite dish installation and location must be approved in writing by the Developer prior to construction during the Development Period and thereafter by the Association.

8. **Outbuildings and Structures.** Any outbuilding or permanent structure or other improvement including playhouse, tree house, pool or hot tub may be placed, erected or maintained on any Unit only with the prior written approval of the Developer during the Development Period and thereafter with the prior written approval of the Association provided in accordance with the Bylaws and provided that the materials and architecture of the permanent structure complements the residence.

Tennis courts will be permitted with the prior written approval of the Developer during the Development Period and thereafter by the Association and may be limited or prohibited if the construction requires the removal of a significant number of trees or the Developer or the Association, in its sole discretion, determines that the tennis court may adversely affect other Units or the location on the Unit would not be appropriate.

9. **Hazardous Materials and Fuel Storage Tanks.** No Co-owner will bring environmentally hazardous materials onto the Condominium Property unless for domestic use at the Co-owner's residence in reasonable quantities limited to the immediate need. No oil or fuel storage tanks may be installed on any Unit and no more than ten (10) gallons of petroleum products may be stored on any Unit (not including fuel within the tanks of cars or other vehicles).

10. **Animals and Pets.** No animals, livestock or poultry may be raised, kept or bred on any Unit, except no more than two (2) indoor household pets. No animal may be kept or bred for any commercial purpose and all animals will have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal will be kept on any Unit. Owners will have full responsibility for any damage to persons or property caused by his or her pet. The owner is required to properly dispose of the waste his or her animal deposits on any property. No dog which barks and can be heard on any frequent or continuing basis will be kept on any Unit, including within any residence. The Association may, without liability to the owner thereof, remove or cause to be removed any animal which it determines to be in violation of the restrictions imposed by this Section. The Association will have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper.

11. **Garage Doors.** For security and aesthetic reasons, garage doors will be kept closed at all times except as may be reasonably necessary to gain access to and from any garage. Each garage
door must have a functional remote controlled garage door opener attached to the garage door at all times.

12. **Recreational and Commercial Vehicles.** No trucks, house trailers, trailers, commercial vehicle boat trailers, boats, camping vehicles or trailers, all-terrain vehicles, lawnmowers, snowmobiles, or vehicles other than automobiles or vehicles used primarily for general personal transportation use may be parked or stored upon any Unit or adjoining areas, unless parked in a garage with the door closed or with the written consent of the Association for more than 48 hours. No inoperable vehicles of any type may be brought or stored upon any Unit, either temporarily or permanently, unless within a garage with the door closed. No trucks over 3/4 ton will be parked overnight on any Unit, except in an enclosed garage without the prior written

consent of the Association. No snowmobiles, motorcycles or all-terrain vehicles will be used on any Unit or any part of the Condominium Property without the prior written approval of the Association. Parking on the General Common Elements (including streets) will be subject to any rules and regulations adopted by the Association.

13. **Nuisances.** No owner of any Unit will do or permit to be done any act or condition upon his or her Unit which may be or is or may become a nuisance. No Unit will be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause the Unit to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor will any substance, thing, or material be kept upon any Unit that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Units. No weeds, underbrush, or other unsightly growths will be permitted to grow or remain upon any part of a Unit except to the extent it is natural undergrowth in a wooded area that the Co-owner does not disturb in the construction of the Co-owner's residence and no refuse pile or unsightly objects will be allowed to be placed or suffered to remain anywhere on a Unit. In the event that any Co-owner of any Unit will fail or refuse to keep a Unit free from weeds, underbrush, or refuse piles or other unsightly growths or objects, then the Developer or the Association may enter upon the Unit and remove the same and such entry will not be a trespass; the Co-owner of the Unit will reimburse the Developer or the Association all costs of such removal. In addition, if any Co-owner of any Unit fails to mow at least four times each summer, then the Developer or the Association may enter upon the Unit and mow the Unit and such entry will not be a trespass; the Co- owner of the Unit will reimburse the Developer or the Association all costs of such mowing. Any firewood stored within a Unit will be in limited and reasonable quantities and kept in a neat and orderly manner, all as may be further specified by the Association.

14. **Garbage; Refuse, and Recycling Disposal.** All trash, garbage, recycling and other waste is to be kept only in sanitary containers inside garages or otherwise within fully enclosed areas at all times and will not be permitted to remain elsewhere on the Unit, except for such short periods of time as may be reasonably necessary to permit periodic collection. All trash, garbage, recycling and other waste must be removed from the Unit at least once every other week. Each Unit shall be suitably landscaped and no refuse pile or unsightly or objectionable materials shall be allowed to accumulate or be maintained upon any Unit. The Association may adopt rules and regulations to control the style and size of the sanitary containers placed outside of fully enclosed areas for collection and/or may require specific pick-up times and/or specify a required contractor or contractors for all Co-owners to use for waste removal and/or recycling pick-ups.

15. **Zoning.** In addition to the restrictions herein, the use of any Unit and any structure constructed on any Unit must satisfy the requirements of the zoning ordinance of Holland Charter Township, Ottawa County, Michigan, which is in effect at the time of the contemplated use or construction of any structure unless a variance for such use or structure is obtained from the Zoning Board of Appeals of Holland Charter Township and further there is obtained a written consent thereto from the Developer during the Development Period and thereafter from the Association.

16. **Mineral Extraction.** No derrick or other structures designed for use in boring for oil or natural gas will be erected, placed, or permitted upon any Unit, nor will any oil, natural gas,

petroleum, asphalt, or hydrocarbon products or minerals of any kind be produced or extracted from or through the surface of any Unit. Rock, gravel, and/or clay will not be excavated or removed from any Unit for commercial purposes.

17. **Changes** in **Common Elements.** Except as provided in these Bylaws with respect to the Developer, no Co-owner will make changes in any of the Common Elements, Limited or General, without the written approval of the Developer during the Development Period and thereafter of the Association.

18. **Rules and Regulations.** It is intended that the Board of Directors of the Association may make rules and regulations from time to time in connection with use, operation and management of the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Units and the Common Elements may be made and amended from time to time by any Board of Directors of the Association. Copies of all such rules, regulations and amendments thereto will be furnished to all Co-owners. However, the Board may not adopt any rule or regulation in violation of the following provisions:

(a) **Equal Treatment.** Similarly situated Co-owners and occupants shall be treated similarly.

(b) **Speech.** Any rights of Co-owners and occupants under the United States or Michigan Constitutions determined by a federal or Michigan Court to be applicable to the Project to display political signs and symbols in or on their Units of the kinds normally displayed in or outside of residences located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions for the purpose of minimizing damage and disturbance to other Co-owners and occupants.

(c) **Religious and Holiday Displays.** The rights of Co-owners to display religious and holiday signs, symbols, and decorations in their Units of the kinds normally displayed in or outside of residences located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions for the purpose of minimizing damage and disturbance to other Co-owners and occupants.

(d) **Household Composition.** No rule shall interfere with the freedom of occupants of Units to determine the composition of their households, except that the Association shall have the power to adopt rules limiting use of Units to single family residential use and to limit the total number of occupants permitted in each Unit on the basis of the size and facilities of the Unit and its fair share use of the Common Elements.

(e) **Activities Within Unit.** No rule shall interfere with the activities carried on within the confines of Units, except that the Association may prohibit activities not normally
associated with property restricted to single family residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Co-owners,

that create a danger to the health or safety of occupants of other Units, that generate excessive noise or traffic, that create unsightly conditions visible outside the Unit, that block the views from other Units, or that create an unreasonable source of annoyance.

(f) **Alienation.** No rule shall prohibit transfer of any Unit or require consent of the Association for transfer of any Unit, that would cause a delay in the transfer for any period longer than thirty (30) days. The Association shall not impose any fee on transfer of any Unit greater than an amount reasonably based on the costs to the Association of the transfer.

(g) **Reasonable Rights to Develop.** No rule or action by the Association shall unreasonably impede Developer's right to develop the Project and adjoining property.

(h) **Abridging Existing Rights.** If any rule would otherwise require Co-owners to dispose of personal property located at the Project which they owned and were permitted to have at the Project prior to adoption of the rule, such rule shall not apply to any such Co-owners without their written consent

19. **Improvements and Modifications for Handicapped Persons**.

(a) Pursuant to MCL 559.147a, MSA 26.50(147a), an Owner may make improvements or modifications to his or her Unit, including improvements or modifications to the Common Elements and to the route from the public way to the door of the Owner's Unit, at his or her expense, if the purpose of the improvement or modification is to facilitate access to or movement within the Unit for handicapped persons, or to alleviate conditions that could be hazardous to handicapped persons. The improvement or modification shall not impair the structural integrity of a structure, impair any soundproofing or otherwise lessen the support of a portion of the Project. The Owner shall be liable for cost of repairing any damage to a Common Element caused by building or maintaining the improvements or modification, unless the damage could reasonably be expected in a normal course of building or maintaining the improvement or modification. The improvement or modification may be made notwithstanding any prohibitions or restrictions in the Condominium Documents. The improvement or modification shall comply with all applicable state and local building code requirements and health and safety laws and ordinances and shall be made as closely as reasonably possible in conformity with the intent of applicable prohibitions and restrictions regarding safety and aesthetics of the proposed improvement or modification that affects the exterior of the Unit and shall not unreasonably prevent passage by other residents of the Project.

(b) An Owner who has made exterior improvements or modifications for handicap access must notify the Association in writing of his intention to convey or lease his or her Unit to another not less than thirty (30) days before the conveyance or lease. Within thirty (30) days of receiving notice, the Association may require that the Owner remove the improvement or modification at his or her own expense. If the Owner fails to give timely notice of a conveyance or lease, the

Association may at any time remove or require the Owner to remove the improvement or modification at the Owners' expense. However, the Association may not remove or require the removal of the improvement or modification if the Owner conveys or leases his or her Unit to a handicapped person who needs the same type of improvement or modification, or to a person whose parent, spouse or child is handicapped, requires the same type of improvement or modification, and resides with the person.

(c) If a Owner makes an exterior improvement or modification, he or she shall maintain liability insurance, underwritten by an insurer authorized to do business in this state, in an amount adequate to compensate for personal injuries caused by the exterior improvement or modification. The Owner shall not be liable for acts or omissions of the Association with respect to the exterior improvement or modification. The Owner shall not be required to maintain liability insurance with respect to any Common Element. The Association shall be responsible for the cost of any maintenance of the improvement or modification, unless the maintenance cannot reasonably be included within the regular maintenance performed by or paid for by the Association, in which case the Owner shall be responsible for e cost of the maintenance of the improvement or modification.

(d) Before an improvement or modification under this Section is made, the Owner shall submit plans and specifications to the Association for review and approval. The Association shall determine whether a proposed improvement or modification substantially conforms to the provisions of MCL 559.147a, MSA 26.50(147a), but shall not deny a proposed improvement or modification without good cause. If the Association denies a proposed improvement or modification, the Association shall list in writing the changes needed to make the proposed improvement or modification conform and deliver that list to the Owner. The Association shall approve or deny the proposed improvement or modification within sixty (60) days after the plans and specifications are submitted. If the Association does not approve or deny within the sixty (60) day period, the Owner may make the proposed improvement or modification without the Association's approval. An Owner may bring an action against the Association and its officers and directors to compel them to comply with the provision s of MCL 559.147a, MSA 26.50(147a), if the Owner disagrees with the denial.

20. **Right of Access of Association**. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant to the Unit from time to time, during reasonable working hours, upon notice to the Owner as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant to the Unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Owner to provide the Association means of access to his Unit and any Limited Common Elements appurtenant to it during all periods of absence, and in the event of the failure of such Owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Owner for any necessary damage to his Unit and any Limited Common Elements appurtenant to the Unit caused by such access or for repair or replacement of any doors or windows damaged in gaining such access.

21. **Alterations; Blocking Access**. No Owner shall make any additions or alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, without the express written approval of the Board of Directors, including without limitation exterior painting or the erection of antennas, satellite dishes, lights, aerials, awnings, doors, shutters, or other exterior attachments or modifications. Also, no Owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation of it has been approved under these Bylaws, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access. All alterations or modifications for persons with disabilities as defined in Section 2 of the State Construction Code Act of 1972, 1972 P.A. 230, MCL 125.1502, shall be subject to Section 47a of the Michigan Condominium Act.

22. **Common Element Maintenance**. Landscaped areas, yards, driveways, and parking areas shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended.

23. **Maintenance**. Each Owner shall maintain his Unit and any Limited Common Elements or other improvements within the Unit for which he or she has any maintenance responsibility in a safe, clean and sanitary condition. Each Owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other Common Elements in any Unit which are appurtenant to or which may affect any other Unit. Each Owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Owner in the manner provided in Article X of these Bylaws.

24. **Reserved Rights of Developer**.

(a) **Architectural Control**. No one other than the Developer will be entitled to alter the nature or appearance of any improvements or landscaping constructed within the boundaries of a Condominium Unit or the Limited Common Elements appurtenant thereto without the prior written consent of the Developer, which consent may be withheld by the Developer in its absolute discretion. No building, wall, road, sidewalk or other structure or improvements will be placed on the Condominium Premises unless the plans and specifications therefore showing the nature, kind, shape, height, color, materials and location of the improvements (including floor plan and exterior colors) and the plot plan (including elevations) have the prior written approval of the Developer and no changes or

deviations in or from such plans and specifications as approved will be made without the prior written consent of the Developer. Two sets of complete plans and specifications must be submitted; one will be retained by the Developer and one will be returned to the applicant. Any such plans for construction or alteration referred to above will include a plan for restoration of the Condominium Premises after construction or alteration to a condition satisfactory to the Developer.

Developer may also, in its discretion, require as a condition of approval of any plans, an agreement for special assessment of increased maintenance charges from any Owner whose proposed residence and appurtenances and related improvements will cause the Association abnormal expenses in carrying out its responsibilities with respect thereto under the Master Deed.

The purpose of this Article is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential building development, and will be binding upon the Association and all Owners. Developer's rights under this Section may, in Developer's discretion, be assigned to the Association or other successor to Developer. Developer may construct any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

(b) **Developer's Rights in Furtherance of Development and Sales**. None of the restrictions contained in this Article XIII shall apply to the commercial activities (including, but not limited to, the construction and showing of parade homes and model homes) or signs or billboards, if any, of the Developer during the Development and Sales Period or of the Association in furtherance of its powers and purposes stated in this Agreement and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary in these Bylaws, Developer and its duly authorized agents, representatives, employees, and builders who receive an assignment of rights from the Developer, shall have the right to engage in any useful construction activities during working construction hours, to the fullest extent and for the maximum hours permitted under local ordinances, from and over the Project as may be reasonable to enable development and sale of the entire Project by the Developer; and may continue to do so during the entire Development and Sales Period. Notwithstanding anything to the contrary in these Bylaws, Developer, and its duly authorized agents, representatives, employees, and residential builders who receive an assignment of rights from the Developer, shall have the right to maintain a sales office, a business office, a construction office, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by the Developer; and may continue to do so during the entire Development and Sales Period. The Developer shall restore the areas so utilized to habitable status upon termination of use.

(c) **Enforcement of Bylaws**. The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, which right of enforcement

shall include (without limitation) an action to restrain the Association or any Owner from any activity prohibited by these Bylaws. After the Development and Sales Period, the Board of Directors shall have the right to enforce these Bylaws.

25. **Binding Effect**. These restrictions shall run with the Condominium Premises and shall be binding upon and inure to the benefit of the Developer, its successors and assigns, and the Unit Owners and their Owners, and their successors and assigns, forever.

ARTICLE XIV
BUILDING RESTRICTIONS

1. Minimum Square Footage. No one story residence will be constructed with a fully enclosed first floor area of less than fourteen hundred (1400) square feet, exclusive of garage and open porches. No residence with more than one story will be constructed on any Unit with a fully enclosed floor area of less than eighteen hundred (1800) square feet, exclusive of garage and open porches, including a fully enclosed first floor area of not less than eight hundred fifty (850) square feet, exclusive of garage and open porches. The Developer may, in the sole discretion of the Developer, waive or permit reasonable modifications of the square footage requirements.

2. **Driveways, Approaches and Parking Areas.** No Unit will be used for residential purposes unless the driveway is completed and maintained as provided in this section. No driveway may be closer than five (5) feet from the Unit boundary except the boundary adjoining the public road without prior written approval of the Developer during the Development Period and thereafter of the Association. All driveways must be at least ten (10) feet in width. All driveways, driveway approaches, turnarounds and off-street parking areas must be surfaced with concrete or brick pavement.

3. **Improvements and Landscaping Near Street.** The Co-owner of a Unit located on a street comer will not plant or permit any landscaping, plantings or trees or construct any fence or gate that creates any obstruction to vehicular visibility at or near the street intersection.

4. **Miscellaneous Provisions with Respect to Minimum Square Footage and Architectural Style.** The height of any building will not be more than two and one-half stories. If any portion of a level or floor within a residence is below grade, all of that level or floor shall be considered a basement level. No geodesic dome, berm house, pre-fabricated home, modular home, mobile home, or above-ground pool will be erected on any of the Units without the prior written approval of the Developer during the Development Period and thereafter of the Association

5. Approval of Plans. The Developer in designing the Condominium including the location and contour of the roads, has taken into consideration the following criteria:

(a) The Condominium is designed for residential living on residential sites in a suburban atmosphere featuring individual privacy while maintaining a community atmosphere.

(b) The design and general quality of the construction shall be first class.

Consequently, the Developer reserves the right to control the buildings, structures, and other improvements placed on each Unit, as well as to make such exceptions to these Bylaws as the Developer will deem necessary and proper. No building, wall, or other improvement or landscaping will be placed upon a Unit unless and until the plans and specifications therefor showing the nature, kind, shape, height, color, materials and location of the improvements (including floor plan and exterior colors) and the plot plan including elevations have the prior written approval of the Developer and no changes or deviations in or from such plans, specifications and site plan as approved will be made without the prior written consent of the Developer. It should be anticipated that the following standards will usually have to be met for approval of plans, specifications and site plan:

(i) Each residence is to include an attached garage for at least two vehicles.

(ii) Flat roofs will be approved only in exceptional circumstances in the sole discretion of the Developer; the approved roof pitch is not less than a 6/12 pitch with the roof finished with either cedar or architectural grade shingles. Roof storm water drainage must be controlled so as to minimize erosion and runoff which could affect adjacent Units.

(iii) Landscaping plans must include a grass lawn between residence and the street in front of the residence, at least one hardwood tree of a size and nature specified by the Developer at a location along the roadway as determined by the Developer in place, and an automatic underground sprinkling system.

Two sets of complete plans and specifications must be submitted; one will be retained by the Developer and one will be returned to the applicant. Along with the plans and specifications, the Co-owner will submit the name of its proposed builder for approval. Any such plans for construction or alteration referred to above will include a plan for restoration of the Condominium Property after construction or alteration to a condition satisfactory to the Developer. Developer may, if it determines that the plans and specifications are inadequate, require that they be submitted in greater detail by either a licensed builder or architect or landscape architect in the case of landscaping. No landscaping may be commenced prior to submission and approval of landscaping plan by the Developer. Each such building, wall, or structure will be placed on a Unit only in accordance with the plans and specifications and plot plan as approved by the Developer. The Developer may refuse approval of plans and specifications on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Developer seem sufficient. No alteration in the exterior appearance of the buildings or structures constructed with such approval will be made without like approval of the Developer. If the Developer fails to approve or disapprove any plans and specifications within fifteen (15) days after written request therefor, then such approval will not be required; provided that no building or other improvement will be made which violates any of these Bylaws. The Developer will not be responsible for any defects in plans or specifications approved by Developer or in any building or structure erected according to such plans and specifications or in any changes in drainage resulting from such construction.

Developer may construct any improvements upon the Condominium Property that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents which the Developer cannot waive.

6. Approved Contractor and Construction Process. Except as otherwise approved by Developer in writing, all construction of all buildings and structures will be done only by Baumann Building, Inc. or by residential home builders licensed by the State of Michigan and approved in writing by the Developer and shall be done in accordance with plans approved pursuant to these Bylaws. When the construction of any building is once begun, work thereon must be diligently continued and must be completed within a reasonable time. In any event, all construction must be completed within twelve (12) months from the start thereof, and all landscaping must be completed within six (6) months from substantial completion of the building, provided that the Developer may extend such time(s) when in Developer's opinion conditions warrant an extension. Construction of all other improvements including pools and landscaping will be done by contractors approved in writing by the Developer.

7. Damage to Road or Utilities. Any damage to any road or utilities or any part of the Condominium Property by the Co-owner or the Co-owner's contractor or subcontractors in the course of the construction or alteration of any improvements or landscaping for a Unit shall be repaired, replaced or restored by such Co-owner at Co-owner's sole cost in a manner approved in writing by the Developer.

8. Walls, Fences and Sheds. No walls or fence of any height will be constructed on any Unit within thirty (30) feet of the Unit boundaries until after the height, type, design, and approximate location therefor been approved in writing by the Developer in its sole discretion during the Development Period and thereafter by the Association. No sheds or fences will be permitted along the pond. The heights or elevations of any fence will be measured from the existing elevations of the property at or along the applicable points or lines and will not be higher than 48 inches and have a 50 - 50 opening. All fences must be professionally installed with maintenance-free materials will be required for approval and cannot include chain-link material. Fences will only be approved for the backyard. No walls will be permitted or approved. All shed sizes will be dictated by the township and must use the same materials and colors as the residence.

9. Occupancy. No building erected upon any Unit will be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed. Nor will any residence, when completed, be in any manner occupied until made to comply with the approved plans and all of these Bylaws.

10. Elevations. No substantial changes in the elevations of the land will be made on a Unit without the prior written consent of the Developer during the Development Period and thereafter by the Association. Any change which materially affects the surface elevation, grade or drainage of the surrounding Units will be considered a substantial change.

11. Soil from Excavation. All soil to be removed from any of the Units either in grading or excavating will, at the option of the Developer, become the property of the Developer and when removed will be placed by the owner of the Unit in such place or places within the Project as the Developer will designate at the Unit Co-owner's expense.

12. Water Systems. No individual water supply system will be permitted on a Unit, except solely for irrigation purposes, swimming pools, or other non-domestic uses on the Unit.

13. Septic Systems. No septic systems or drain fields will be permitted on any Unit.

14. Paved Areas. All driveways, driving approaches, and off-street parking areas shall be surfaced with concrete or brick pavement.

15. Permanent Structures. No accessory building or permanent structure shall be permitted on any Unit that does not reflect the architectural style of the residence.

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

17. Setback Lines. No building will be erected on any other Unit nearer to the street line or to either side Unit boundary, or closer to the rear Unit boundary than permitted by the setback requirements of the zoning ordinance of Holland Charter Township, Ottawa County, Michigan, which is in effect at the time of the contemplated construction of any building unless a variance for such setback is obtained from the Zoning Board of Appeals of Holland Charter Township and further there is obtained a written consent thereto from the Developer during the Development Period and thereafter from the Association. In the event that it is impracticable or would create a hardship to comply with these setbacks as to any corner Unit or odd shaped Unit, then the Developer may specify front yard, side yard and rear yard depths and widths less than is required by these setbacks. Where one and one-half, two, or more Units are acquired as a single building site, the side Unit boundaries will refer only to the Unit boundary lines bordering the adjoining Co-owners.

18. Swimming Pools. Swimming pools will not be nearer than ten (10) feet to any Unit boundary and will not project with their coping more than two feet above the established grade. No above-ground swimming pools will be permitted.

19. Covenant to Build; Repurchase Right. Each Co-owner of a Unit in the Condominium, by acceptance of deed or a land contract from the Developer, agrees to complete construction of a residence upon the Co-owner's Unit in conformity with the restrictions contained in the Master Deed and these Bylaws not later than three (3) years from the date the deed or land contract is delivered to the Co-owner. In the event construction does not complete by the end of

such period, then the Developer, its successors and assigns, will have the option to (i) require that the Co-Owner list the Unit for sale within 30 days of written notice from Developer, and use its best efforts to complete the sale of the Unit within 90 days after such notice from Developer, and/or (ii) repurchase the Unit from the Co-Owner at any time after the date of the expiration of such three year period, provided construction has not in the interim begun, at a purchase price equal to ninety percent (90%) of the original purchase price paid by the Co-owner or their predecessor(s) in interest to the Developer in acquiring the Unit. The Developer may exercise the purchase option by giving written notice to the Co-owner, in which event the purchase will be closed within thirty (30) days from the date of the notice by the payment by the Developer to the Co-owner of the purchase price and delivery by the Co- owner to the Developer of a warranty deed free and clear of all liens and encumbrances other than the Condominium Documents and such easements as are accepted in writing by Developer. The provisions of this section my be waived in writing by Developer or modified by a written agreement between the Co-owner and the Developer.

20. Development and Sales Period; Real Estate Agents. During the Development and Sales Period, an Owner who wishes to sell his Unit shall use Tom Witteveen, or any other agent approved by the Developer in writing, as his listing agent.

ARTICLE XV
Leases

1. **Right to Lease**. An Owner may lease his Unit for residential usage purposes; provided that written disclosure of the lease transaction is submitted to the Board of Directors of the Association in the manner specified in this Article. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of this Article and the Condominium Documents. The Developer may lease any number of Units in its discretion without regard to these restrictions, except that the Developer must comply with the notice provisions of Section 2 below only.

2. **Notice.** An Owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 14 days before presenting a lease form or otherwise agreeing to grant possession of a Unit to a potential lessee and, at the same time, shall supply the Association with a copy of the exact proposed lease agreement for its review to determine compliance with the Condominium Documents. The Owner shall also provide the Association with a copy of the executed lease. If no written lease is to be used, then the Owner shall supply the Association with the name and address of the potential lessee, along with the rental amount and due dates under the proposed agreement. No Owner may lease less than the entire Unit.

3. **Approval.** After the required notice and all information requested has been provided, the Board or its designee shall approve or disapprove the proposed lease within 15 days. If the Board or its designee neither approves nor disapproves within the 15-day period, such failure to act shall be deemed the equivalent of approval. The Association shall not be liable for its acts

or omissions concerning any lease provided by or approved by the Board. The Owner should consult with legal counsel concerning the lease.

4. **Disapproval.** Approval of the Association shall be withheld if a majority of the whole Board so votes, and in such case the lease shall not be made. The Board shall not approve a lease when the payment of assessments for that Unit is delinquent.

5. **Failure to Give Notice.** If proper notice is not given, the Association at its election may approve or disapprove the lease without prior notice. If it disapproves, the Association shall proceed as if it received notice on the date of such disapproval; however, the proposed lessee may provide the Board with the required notice and request reconsideration. Any lease entered into without approval or in violation of the above provisions shall, at the option of the Board, be treated as a nullity, and the Board shall have the right to evict the lessee with five (5) days notice, without securing consent to such eviction from the Unit Owner.

6. **Term of Lease.** No Unit may be leased for a period of less than 6 months. No subleasing or assignment of lease rights is allowed unless the sublessee or subtenants are approved pursuant to the provisions of this section.

7. **Occupancy During Lease Term.** No one but the lessee, his family as defined in Paragraph 1 of Article XIII of these Bylaws, and their guests may occupy the Unit.

8. **Occupancy in Absence of Lessee.** If a lessee absents himself from the Unit for any period of time during the lease term, his family already in residence may continue to occupy the Unit. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the Unit, except the approved Unit Owner.

9. **Compliance.** Tenants and non-Owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.

10. **Failure to Comply.** If the Association determines that the tenant or non-Owner occupant failed to comply with the conditions of the Condominium Documents, the Association shall take the following action, in addition to other action it may take:

(a) The Association shall notify the Owner by certified mail, advising of the alleged violation by the tenant. The Association may also notify the Owner personally, by telephonic facsimile or first class mail advising of the alleged violation by the tenant.

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

(c) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Owners on behalf of the Association, if it is under the control of the Developer, an action for both eviction

against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Owner liable for any damages to the Common Elements caused by the Owner or tenant in connection with the Unit or Condominium Project.

12. **Arrearages.** When an Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying an Owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Owner the arrearage and future assessments as they fall due and pay them to the Association. The deduction does not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Owner or the Association, then the Association may do the following:

(a) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.

(b) Initiate proceedings pursuant to Section 112(4)(b) of the Act.

ARTICLE XVI
Mortgages

1. **Notice to Association**. Any Owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Owner of such Unit that is not cured within 60 days.

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

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

4. **Foreclosure of Unit by Mortgagee**. The mortgagee of a first mortgage of record of a Unit shall give notice to the Association of the commencement of foreclosure of the first mortgage by advertisement by serving a copy of the published notice of foreclosure required by statute upon the Association by certified mail, return receipt requested, addressed to the resident

agent of the Association at the agent's address as shown on the records of the Michigan Corporations and Securities Bureau, or to the address the Association provides to the mortgagee, if any, in those cases where the address is not registered, within 10 days after the first publication of the notice.

The mortgagee of a first mortgage of record of a Unit shall give notice to the Association of intent to commence foreclosure of the first mortgage by judicial action by serving a notice setting forth the names of the mortgagors, the mortgagee, and the foreclosing assignee of a recorded assignment of the mortgage; the date of the mortgage and the date the mortgage was recorded; the amount claimed to be due on the mortgage on the date of notice; and a description contained in the mortgage upon the Association by certified mail, return receipt requested, addressed to the resident agent of the Association at the agent's address as shown on the records of the Michigan Corporation and Securities Bureau, or to the address the Association provides the mortgagee, if any, in those cases there the address is not registered, not less than 10 days before commencement of the judicial action.

Failure of the mortgagee to provide notice as required by this Section shall only provide the association with legal recourse and will not, in any event, invalidate any foreclosure proceeding between a mortgagee and mortgagor.

ARTICLE XVII
Amendments

1. **Proposal**. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by 1/3 or more in number of the Owners by instrument in writing signed by them.

2. **Meeting**. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

3. **Voting**. These Bylaws may be amended by the Owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than 66-2/3% of all Owners in number and in value. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of 66-2/3% of the mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held. For purposes of this voting, each co-owner will have one (1) vote for each Unit owned, including as to the Developer all Units created by the Master Deed but not yet conveyed. These Bylaws shall not be amended without the prior written consent of the Developer so long as the Developer continues to offer any Unit for sale.

4. **By Developer**. Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the right of an Owner or mortgagee.

5. **Amendments Not Materially Changing Condominium Bylaws**. The Developer or Board of Directors may enact amendments to these Condominium Bylaws without the approval of any co-owner or mortgagee, provided that the amendments shall not materially alter or change the rights of a co-owner or mortgagee.

6. **When Effective**. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Ottawa County Register of Deeds.

7. **Binding**. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVIII
Compliance

The Association and all present or future Owners, tenants, future tenants, or any other persons acquiring an interest in or using the Project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry in the Condominium Premise shall signify that if the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE XIX
Definitions

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

ARTICLE XX
Remedies for Default

Any default by an Owner shall entitle the Association or another Owner or Owners to the following relief:

1. **Legal Action**. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if

default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Owner or Owners.

2. **Recovery of Costs**. In any proceeding arising because of an alleged default by any Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Owner be entitled to recover such attorney's fees.

3. **Removal and Abatement**. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights stated above, to enter upon the Common Elements or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Owner in violation, any structure, thing, or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Owner arising out of the exercise of its removal and abatement power authorized under these Bylaws.

4. **Assessment of Fines**. The violation of any of the provisions of the Condominium Documents by any Owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations against the involved Owner. Such Owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Owner to the Condominium Premises. Upon any such violation being alleged by the Board, the following procedures will be followed:

(a) **Notice**. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Owner on notice as to the violation, shall be sent by first class mail, postage prepaid, personally delivered to the representative of said Owner at the address as shown in the notice required to be filed with the Association pursuant to Article II, Section 4 of the Bylaws, or sent by email to the Owner at the email address provided by the Owner to the Association.

(b) **Opportunity to Defend**. The offending Owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting but in no event shall the Owner be required to appear less than 10 days from the date of the notice.

(c) **Default**. Failure to respond to the notice of violation constitutes a default.

(d) **Hearing and Decision**. Upon appearance by the Owner before the Board and presentation of evidence of defense, or, in the event of the Owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

(e) **Amounts**. Upon violation of any of the provisions of the Condominium Documents and after default of the offending Owner or upon the decision of the Board as recited above, the following fines shall be levied:

(1) **First Violation**. No fine shall be levied.

(2) **Second Violation**. One Hundred Fifty Dollar ($150.00) fine.

(3) **Third Violation**. Three Hundred Dollar ($300.00) fine.

(4) **Fourth Violation and Subsequent Violations**. Five Hundred Dollar ($500.00) fine.

(g) **Collection**. The fines levied pursuant to Section 3 above shall be assessed against the Owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Owner to all liabilities set forth in the Condominium Documents.

5. **Nonwaiver of Right**. The failure of the Association or of any Owner to enforce any right, provision, covenant or condition in the future shall not operate as a waiver.

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

7. **Enforcement of Provisions of Condominium Document**. An Owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. An Owner may maintain an action against any other Owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XXI
Rights Reserved to Developer

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in

writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights and such assignee or transferee shall have the same rights and powers as have been given and reserved to the Developer. Any rights and powers reserved or granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination of any real property rights granted or reserved to the Developer or its successor and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XXII
Arbitration

1. **Scope and Election**. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time shall be applicable to any such arbitration.

2. **Judicial Relief**. In the absence of the election and written consent of the parties pursuant to Section 1 above, no Owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

3. **Election of Remedies**. Such election and written consent by Owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE XXIII
Severability

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