

JAMESTOWN CHARTER TOWNSHIP
PLANNING COMMISSION

REGULAR MEETING
DECEMBER 15, 2020
7:00PM

AGENDA

HELD ON ZOOM ONLY

Meeting ID: 943 6332 1138 / Passcode: 606272 / Dial-in: +1 929 436 2866 US

CALL TO ORDER

ROLL CALL

INVOCATION

APPROVE MINUTES FROM OCTOBER 20, 2020 REGULAR MEETING

APPROVE AGENDA

GENERAL CITIZEN COMMENTS REGARDING NON-AGENDA ITEMS (Limited to 3 minutes please)

NEW BUSINESS

- Public Hearing
 - Spring Grove Village
 - Tentative Preliminary Plat Phase 2 and Phase 3
 - M & C VanRhee Properties
 - Map Amendment (Rezoning) from Agricultural Rural Residential (AR) to Village Commercial (C-1)
- Site Plan
 - Jamestown One Planned Development – Final Plan

OLD BUSINESS

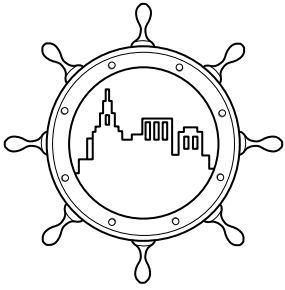
- Village of Jamestown and Forest Grove Overlay Concept Drafts
 - Need for Public Workshops – post-Covid

EXTENDED PUBLIC COMMENTS REGARDING AGENDA ITEMS ONLY (Limited to 3 minutes please)

CORRESPONDENCE

PLANNING COMMISSION MEMBER COMMENT

ADJOURNMENT



Fresh Coast Planning

950 Taylor Avenue, Ste 200
Grand Haven, MI 49417
www.freshcoastplanning.com

Gregory L. Ransford, MPA
616-638-1240
greg@freshcoastplanning.com

Emma M. Posillico, AICP
616-490-9955
emma@freshcoastplanning.com

Lindsay R. Mohr, MPA
248-990-3525
lindsay@freshcoastplanning.com

Brian Werschem
231-206-4821
bwerschem@gmail.com

MEMORANDUM

To: Jamestown Charter Township Planning Commission

From: Gregory L. Ransford, MPA

Date: November 27, 2020

Re: Spring Grove Village Phase 2 and Phase 3 – Tentative Preliminary Plat Approval

Pursuant to the Jamestown Charter Township Subdivision Ordinance (JCTSO) and the State of Michigan Land Division Act, attached is an application from Feenstra and Associates for Tentative Preliminary Plat approval for Phase 2 and Phase 3 of the Spring Grove Village Planned Development. The application has been reviewed and found complete. We believe a recommendation of approval is appropriate.

Application

Subdivision Ordinance

As you are aware, Section 3.2 of the JCTSO provides requirements that must be shown on the site plan to receive tentative preliminary plat approval. A copy of said section, in part, is attached for your convenience. It appears that the submission provides the requirements included within Section 3.2.

It is important to note Section 3.2.1b22. Specifically, said section indicates that trees with a trunk over six (6) inches in diameter must be shown on the plan, when required by the Planning Commission. Given that this requirement is at your discretion, the applicant has not shown these trees in the initial submission. In the instance you desire to require these trees to be shown, your direction to the applicant must be provided.

Township Department Reviews

As you know, we distributed the proposed plans to the Township Superintendent of Water and Sewer, the Township Engineer and the Township Fire Chief. We have not received any additional concerns from the Fire Chief, the Superintendent of Water and Sewer, or the Township Engineer since the Planned Development application.

Public Hearing

In accordance with Section 71 of the Michigan Planning Enabling Act, the Planning Commission shall hold a public hearing on the tentative preliminary plat. As a result, the application has been scheduled for a public hearing at your December 15, 2020 meeting.

Recommendation and JCTSO Requirements

Planning Commission Report

As you are aware, Section 3.2.2c requires the Planning Commission to review the preliminary plat and provide its report and recommendation to the Township Board of Trustees within sixty (60) days after submission of the plat. The 60 day period may be extended by a written agreement between the Planning Commission and the applicant, if necessary. In this particular case, an extension has not been sought. As a result, attached is a draft report for your consideration.

Recommendation

Pending your review and decision regarding Section 3.2.1b22, we believe a recommendation of approval is appropriate. As aforementioned, the application is scheduled for a public hearing at your December 15, 2020 meeting. The applicant is expected to be in attendance.

If you have any questions, please let me know.

GLR
Planner

Attachments

cc: Supervisor Van Haitsma
Adam Feenstra, Feenstra and Associates

Section 3.2 – Preliminary Plat (Tentative and Final Preliminary)

A preliminary plat and topographic map shall be prepared by the subdivider and submitted to the Township Clerk in accordance with the following requirements and in accordance with the Land Division Act, as amended.

1) Requirements

- a) The preliminary plat shall be drawn to a scale of not more than two hundred (200) feet to one (1) inch and may be an original drawing or reproduction. The preliminary plat and topographic map shall be combined on the same drawing.
- b) The following shall be clearly shown on the plat or submitted in a separate instrument with the plat.

- (1) The name of the proposed subdivision.
- (2) Legal description of the area to be platted.
- (3) Name, address and telephone number of the subdivider.
- (4) Name, address and seal of the Registered Land Surveyor or Professional Engineer who prepared the preliminary plat.
- (5) Location of the subdivision, giving the numbers of section, township and range, and the name of the township and county.
- (6) The name of abutting subdivisions, if any.
- (7) Statement of intended use of the proposed plat, such as: residential single family, two family and multiple housing; commercial; industrial; recreational; or agricultural.

In addition, the preliminary plat shall show proposed sites, if any, for multifamily dwellings, shopping centers, churches, industry, and other non-public uses, exclusive of single family dwellings, as well as any sites proposed for parks, playgrounds, schools or other public uses.

- (8) A map of the entire area scheduled for development if the proposed plat is a portion of a larger holding intended for subsequent development.
- (9) A location map showing the relationship of the proposed plat to the surrounding area.
- (10) The land use and existing zoning of the proposed subdivision and the adjacent tracks including identification of zoning district, lot size and yard requirements as well as proof of any variances or special exceptions which may have been granted.
- (11) Streets, street names, right-of-way and roadway widths including features such as adjoining plats, streets, streams, railroads, utilities, cemeteries, parks, county drains or any other features which may influence the street layout.
- (12) Lot lines and dimensions to the nearest foot and the total number of lots by block. The subdivider shall also submit a table listing the proposed lots by number, and the respective lot area for each lot.

- (13) Contours at five (5) foot intervals shall be shown where the slope is greater than ten (10) percent and at two (2) foot intervals where the slope is ten (10) percent or less. The direction of drainage shall also be shown.
- (14) A site report as described in the rules of the State Department of Public Health, as amended, shall be provided if the proposed subdivision will not be served by public sewer and water systems.

In addition, the preliminary plat shall show the location and depth of soil borings and the location of percolation test holes if the proposed subdivision will not be served by public sewer and water systems.
- (15) A statement indicating the method or methods by which drainage, sewage disposal, and water supply will be provided.
- (16) Six (6) copies of proposed protective covenants and deed restrictions, or a written statement that none are proposed.
- (17) Utility easements, showing location, width, and purpose.
- (18) A statement of the lot area of the smallest lot in the subdivision.
- (19) Building setback lines showing the dimensions from all streets.
- (20) Site data including total acreage, number of residential lots, average lot size and acreage in parks and other nonresidential uses.
- (21) North point, scale, date.
- (22) Trees with a trunk of over six (6) inches in diameter when required by the Planning Commission.
- (23) Flood plain elevations when the proposed plat abuts, includes or is adjacent to a stream, drain or other body of water for which the flood plain has been established

***SPRING GROVE VILLAGE PHASE 2 & PHASE 3 TENTATIVE PRELIMINARY PLAT REPORT of the
PLANNING COMMISSION of
JAMESTOWN CHARTER TOWNSHIP***

Pursuant to Section 3.2.2C of the Jamestown Charter Township Subdivision Ordinance

EXECUTIVE SUMMARY

On March 28, 1994, Jamestown Charter Township adopted the Subdivision Ordinance for Jamestown Township, Ottawa County, Michigan. The purpose of this Ordinance is to regulate and control the subdivision of land within the Township in order to promote safety, public health and general welfare of the Township and to provide a procedure to be followed by the Jamestown Charter Township Board and the Jamestown Charter Township Planning Commission to regulate preliminary and final plats.

SECTION 3.2.2C – PRELIMINARY PLAT

The Planning Commission shall review the preliminary plat and provide its report and recommendation to the Township Board within 60 days after submission of the plat.

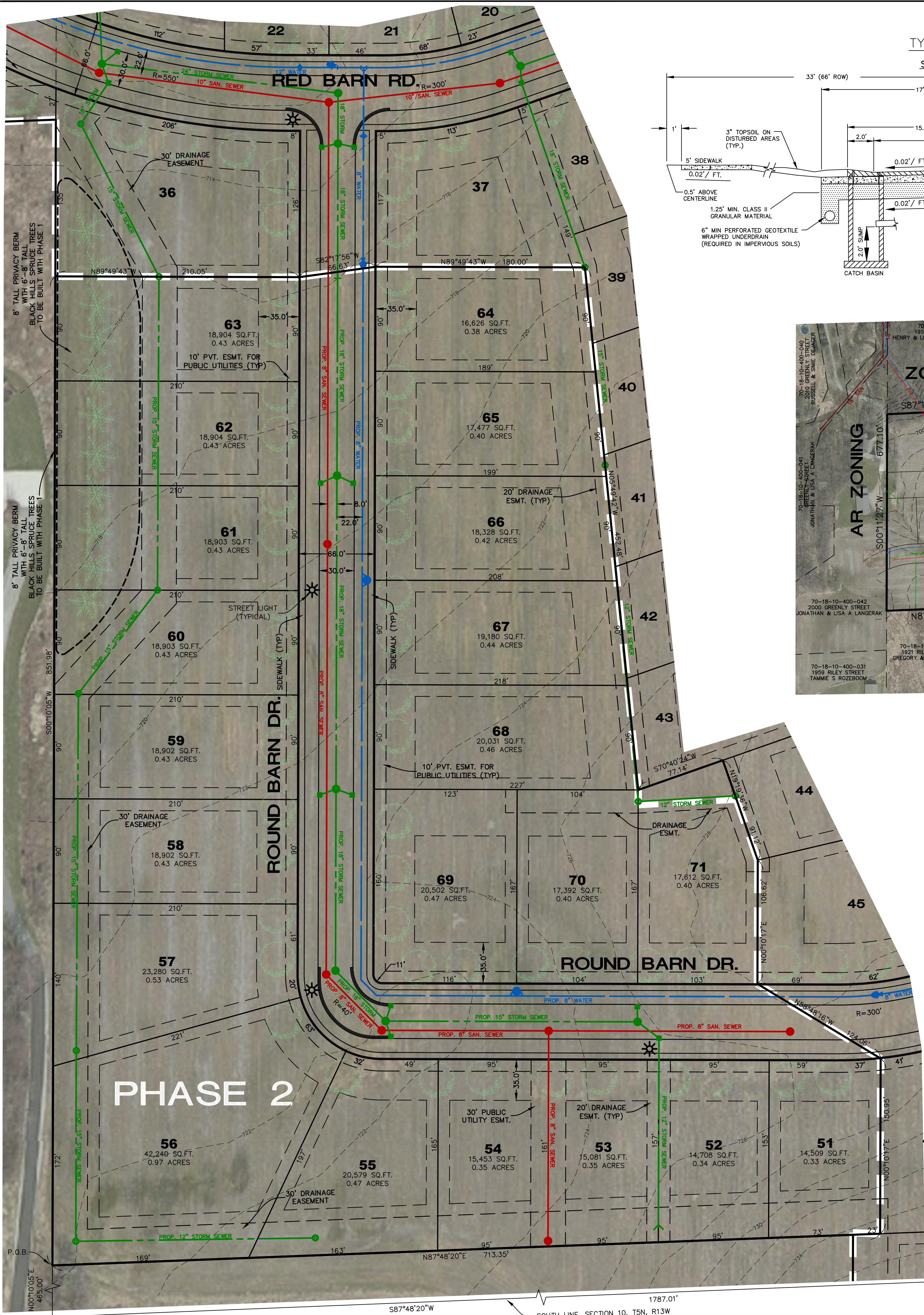
RECOMMENDATION

On behalf of the Jamestown Charter Township Planning Commission, we provide the following summary regarding our recommendation as well as the attached December 15, 2020 regular meeting minutes.

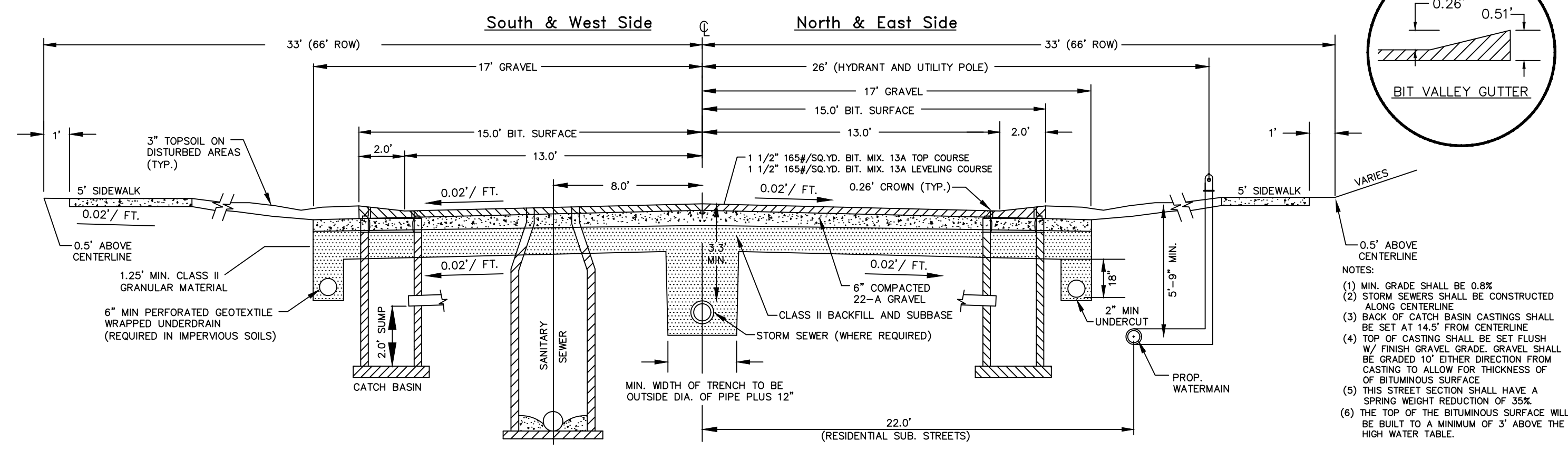
1. Review was conducted by the Township Engineer and completed without any new concerns from the Planned Development approval.
2. Review was conducted by the Township Fire Chief and completed without concerns.
3. Review was conducted by the Township Zoning Administrator and completed without concerns.
4. Review was conducted by the Township Superintendent of Water and Sewer without concerns.
5. Review was conducted by the Township Planner without concerns.

A recommendation of approval was provided unanimously.

Tim Tacoma, Secretary
Planning Commission
Jamestown Charter Township



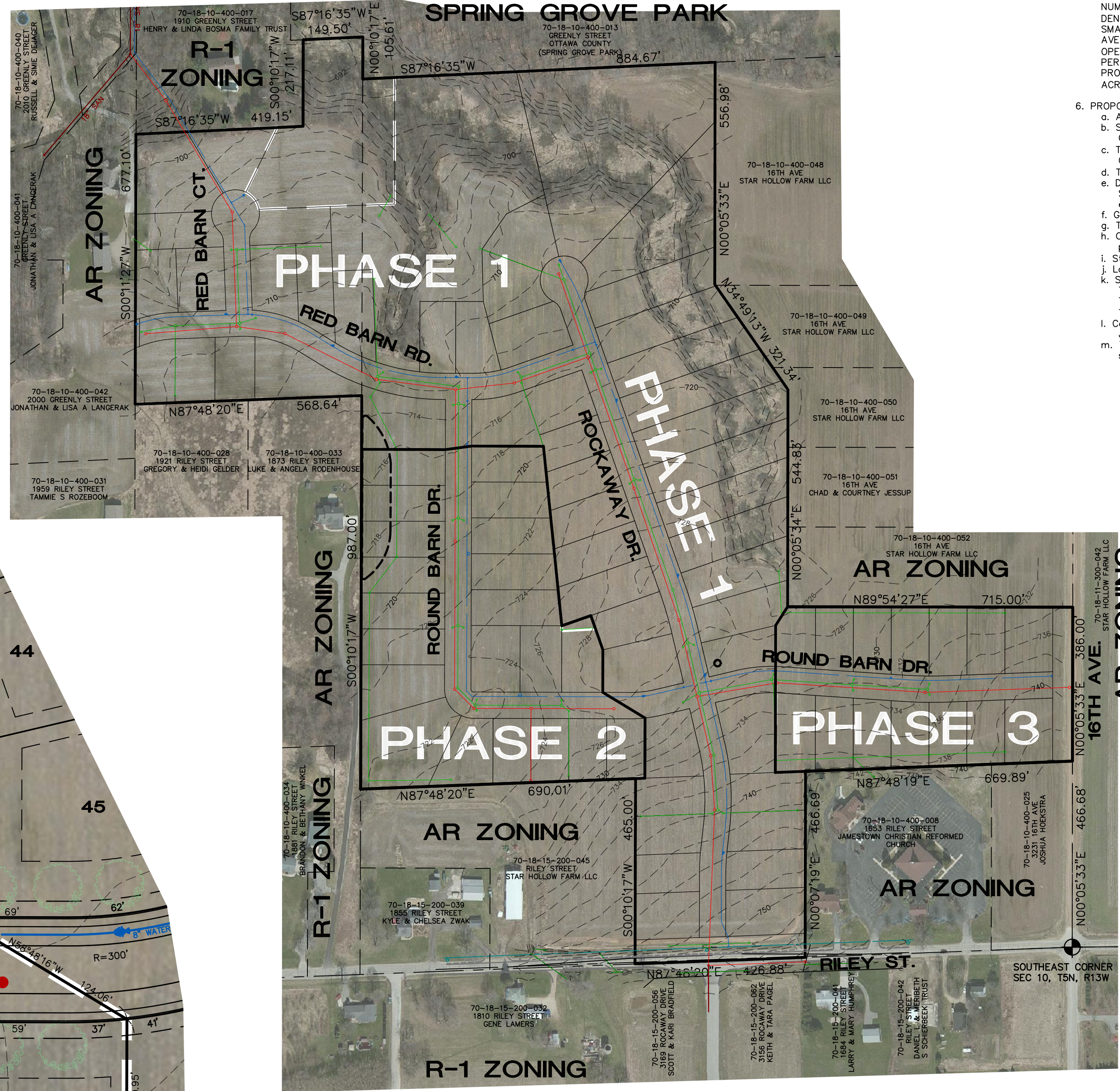
OTTAWA COUNTY ROAD COMMISSION
TYPICAL RESIDENTIAL SECTION W/ BITUMINOUS CURB



- GENERAL NOTES:**
- PHASE 2 PROPERTY DESCRIPTION**
Part of the Southeast 1/4 of Section 10, T5N, R13W, Jamestown Township, Ottawa County, Michigan described as: Commencing at the Southeast corner of said Section; thence S87°48'20"W 1787.01 feet along the South line of said Section; thence N00°10'05"E 465.00 feet to the Point of Beginning; thence N87°48'20"E 713.35 feet; thence N00°10'05"E 150.95 feet; thence N88°48'16"W 124.06 feet; thence N00°10'17"E 106.62 feet; thence N19°19'36"W 91.12 feet; thence S70°40'24"W 77.14 feet; thence N05°49'42"W 452.48 feet; thence N89°49'43"W 180.00 feet; thence S82°17'56"W 66.63 feet; thence N89°49'43"W 210.05 feet; thence S00°10'05"W 851.98 feet to the Point of Beginning.
This parcel contains 10.91 Acres or 475,446 S.F.
 - PROJECT NARRATIVE**
This project is phase 2 of a Residential PUD comprised of 85 Single Family home sites to be constructed in 3 Phases to be served by city water and sewer. Phase 1 had 50 sites, and phase 2 has 21 sites. The PUD regulations allow for a close neighborhood feeling while maintaining large building sites and low overall density. The large contiguous open space has street access to ensure that all residents can enjoy the undisturbed woodlands. The open space's common border with Spring Grove Park ensures even more opportunity for outdoor recreation.
 - PLANNED DEVELOPMENT OBJECTIVES**
-Conserves the natural features of the site.
-Provides a means of looping water main to the North and West as well as access for future development to the West.
 - ZONING**

PUD REQUIREMENTS	
MINIMUM SIZE	14,500 SQ. FT.
MINIMUM WIDTH	90 FEET
FRONT SETBACK	35 FEET
SIDE SETBACK	10 FEET
REAR SETBACK	40 FEET
 - PROJECT STATISTICS PHASE 2 ONLY**

TOTAL ACREAGE	10.91 ACRES
NET ACREAGE (TOTAL MINUS EX. ROW)	10.91 ACRES
NUMBER OF UNITS (SINGLE FAMILY)	21 UNITS
DENSITY	1.92 UNITS/ACRE
SMALLEST LOT AREA	14,509 S.F. OR 0.33 ACRES
AVERAGE LOT AREA	19,362 S.F. OR 0.44 ACRES
OPEN SPACE (MINUS DETENTION AREAS)	0.00 ACRES
PERCENT OPEN SPACE	0.00%
PROPOSED ROW	1.58 ACRES
ACREAGE (EXCLUDING EX & PROP ROW)	9.33 ACRES
 - PROPOSED IMPROVEMENTS**
 - All street right of ways shall be public, 66 feet in width.
 - Streets shall be 30 foot bituminous valley curb and gutter per Ottawa County Road Commission standards and specifications.
 - This development shall be served with public water (available in Riley Street) with a stub to Greenly Street for a future tie in, and with a stub to the West for a future tie in.
 - This development shall be served with public sewer (18" trunk line to the northwest of the project). Street runoff shall be collected in storm sewers and detention ponds which will outlet into the existing ravines. Detention facilities were constructed as part of phase 1.
 - Gas mains shall be installed within the street right-of-ways 26.5 feet North or East of centerline.
 - There shall be a 10 foot private easement for public utilities adjacent to all street right of ways.
 - Concrete sidewalks shall be placed at the time of house construction on both sides of the proposed streets.
 - Street lighting will be provided. Proposed 12' pole with lantern style fixture.
 - Lot sizes are approximate and may vary with the final plat.
 - Street trees shall be planted per Jamestown Charter Township Ordinance No. 16-002. Trees shall be Oak, Maple, or other large sized canopy tree native to Michigan. Trees from table 26.3 of the said ordinance shall be prohibited.
 - Trees shall be a minimum 2" Caliper at the time of planting.
 - Construction shall be performed in accordance with the current standards and specifications of Jamestown Charter Township.
 - The mailbox area in the open space at the corner of Rockaway Drive and Round Barn Drive has sufficient space for additional boxes for Phase 2 and 3.



SCALES
OVERALL: 1"=200'
DETAIL PLAN: 1"=50'

LOCATION MAP
(NOT TO SCALE)

TABLE OF LOT AREAS

LOT #	SQ. FT.	ACRES	LOT #	SQ. FT.	ACRES	LOT #	SQ. FT.	ACRES
51	14,509	0.33	58	18,902	0.43	65	17,477	0.40
52	14,708	0.34	59	18,902	0.43	66	18,328	0.42
53	15,081	0.35	60	18,903	0.43	67	19,180	0.44
54	15,453	0.35	61	18,903	0.43	68	20,031	0.46
55	20,579	0.47	62	18,904	0.43	69	20,502	0.47
56	42,420	0.97	63	18,904	0.43	70	17,392	0.40
57	23,280	0.53	64	16,626	0.38	71	17,612	0.40

REVISIONS

10/26/2020	INITIAL SUB.
11/23/2020	PER REVIEW

PRELIMINARY PLAT
SPRING GROVE VILLAGE
PHASE 2

FOR: KOETJE BUILDERS AND DEVELOPERS, LLC
547 BALDWIN STREET
JENISON, MI 49428
(616)-457-3450

PART OF THE SOUTHEAST 1/4 OF SECTION 10, T5N, R13W,
JAMESTOWN TOWNSHIP, OTTAWA COUNTY, MICHIGAN

Feenstra & Associates, Inc.
CIVIL ENGINEERS & SURVEYORS
7482 Main Street
Jenison, MI 49428
Phone: 616.457.7050
www.feenstrains.com

Sheet
1 OF 1
Date
10/26/2020

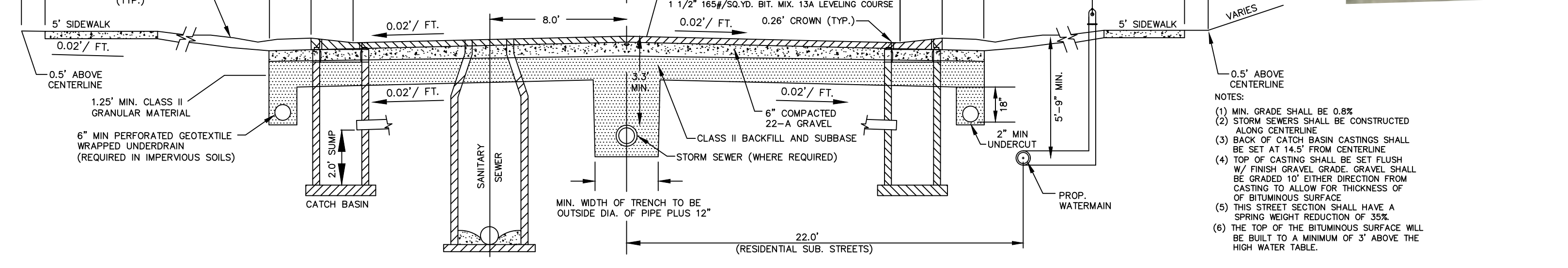
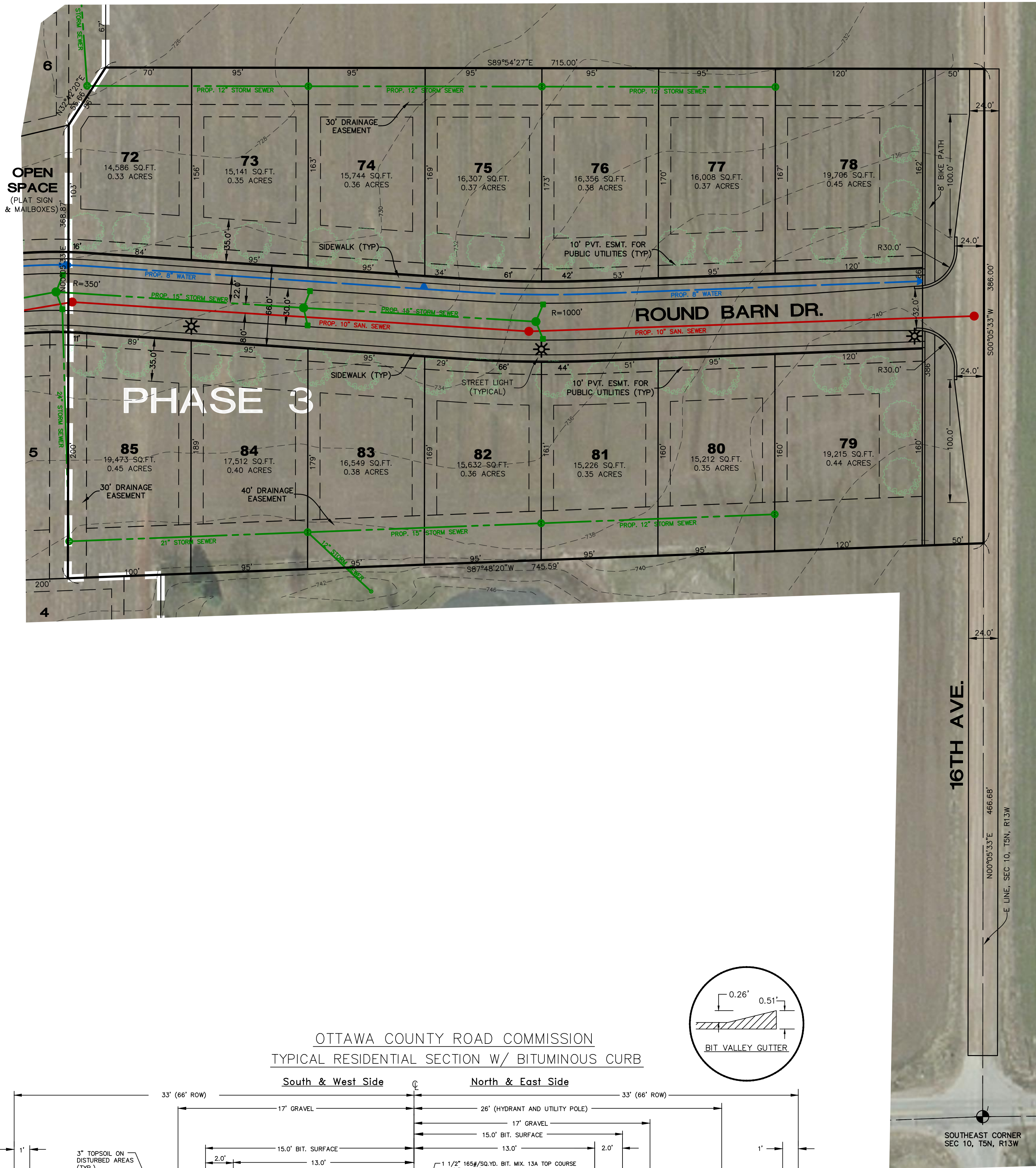
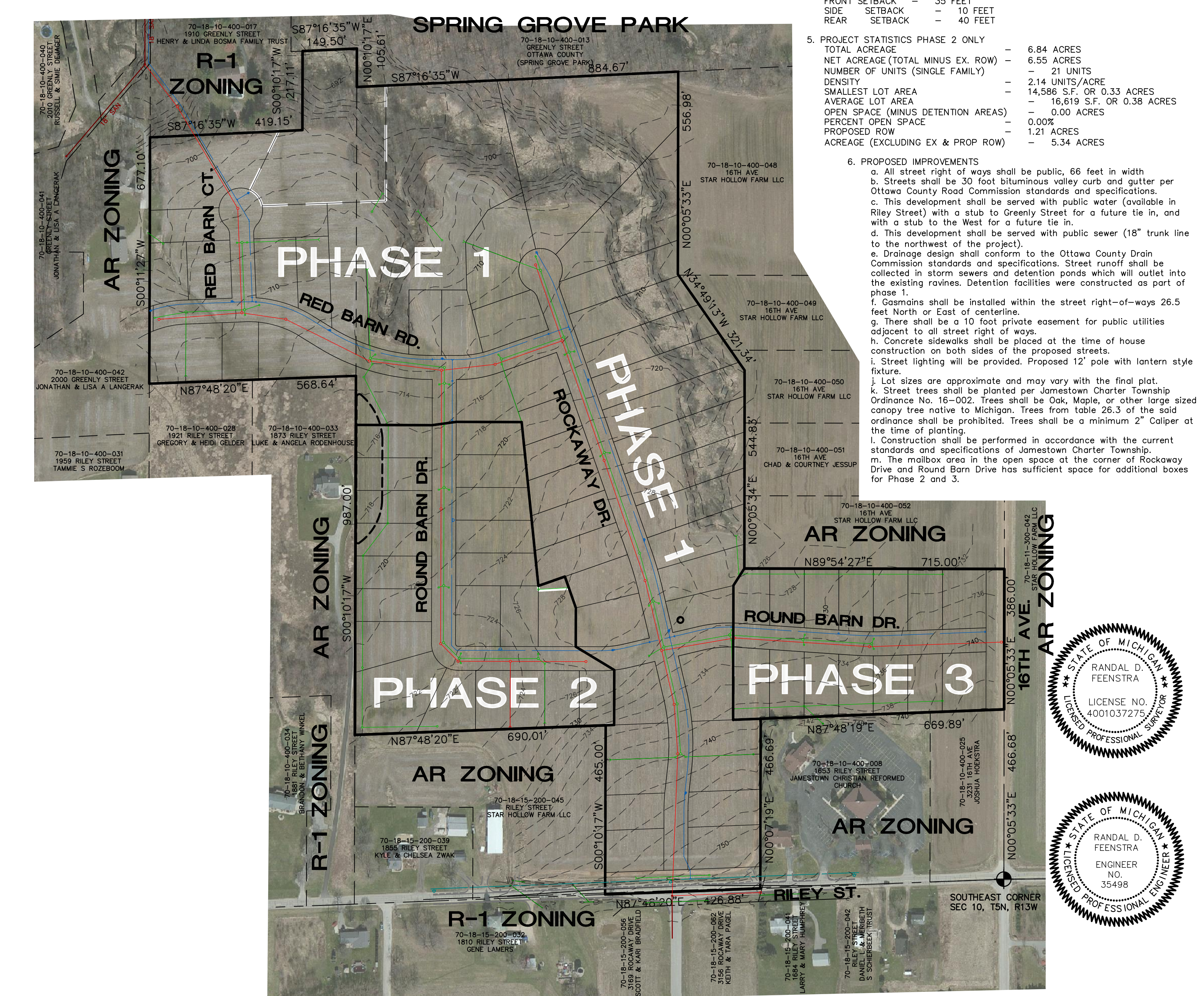


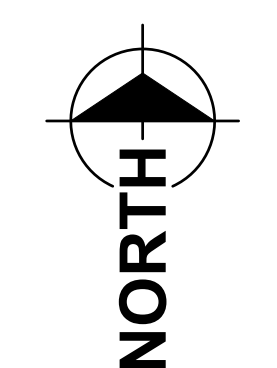
TABLE OF LOT AREAS

LOT #	SQ. FT.	ACRES	LOT #	SQ. FT.	ACRES
72	14,586	0.33	79	19,473	0.45
73	15,141	0.35	80	17,512	0.40
74	15,744	0.36	81	16,549	0.38
75	16,307	0.37	82	15,632	0.36
76	16,356	0.38	83	15,226	0.35
77	16,008	0.37	84	15,212	0.35
78	19,706	0.45	85	19,215	0.44

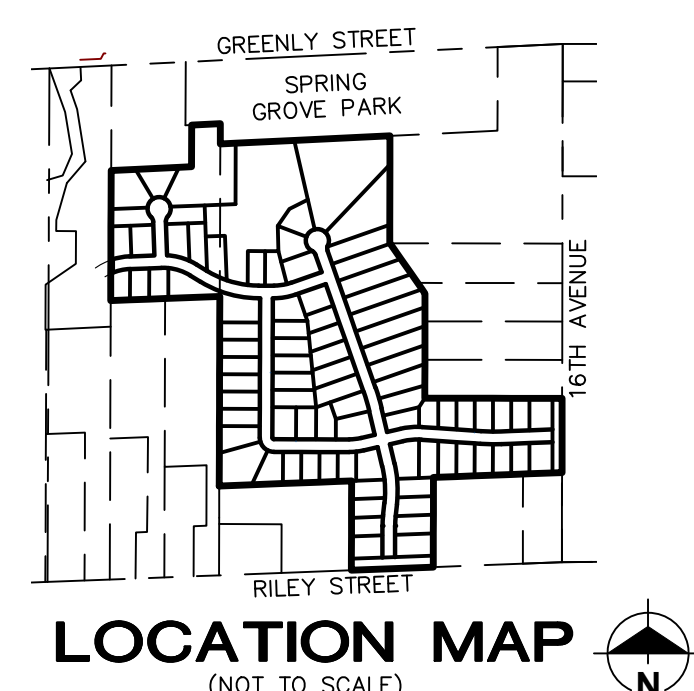


GENERAL NOTES:

- PHASE 3 PROPERTY DESCRIPTION**
Part of the Southeast 1/4 of Section 10, T5N, R13W, Jamestown Township, Ottawa County, Michigan described as:
Commencing at the Southeast corner of said Section;
N00°05'33"E 466.68 feet along the East line of said Section
10 to the Point of Beginning; thence S87°48'20"W 745.59 feet;
thence N00°05'33"E 368.87 feet; thence N32°42'20"E 55.66 feet;
thence S89°54'27"E 715.00 feet to the East line of said Section 10; thence S00°05'33"W 386.00 feet along said East line to the Point of Beginning.
- PROJECT NARRATIVE**
This project is phase 3 of a Residential PUD comprised of 85 Single Family home sites to be constructed in 3 Phases to be served by city water and sewer. Phase 1 had 50 sites, phase 2 has 21 sites, and phase 3 has 14 sites. The PUD regulations allow for a close neighborhood feeling while maintaining large building sites and low overall density. The large contiguous open space has street access to ensure that all residents can enjoy the undisturbed woodlands. The open space's common border with Spring Grove Park ensures even more opportunity for outdoor recreation.
- PLANNED DEVELOPMENT OBJECTIVES**
 - Conserves the natural features of the site.
 - Provides a means of looping water main to the North and West as well as access for future development to the West.
- ZONING**
PUD REQUIREMENTS
MINIMUM SIZE - 14,500 SQ. FT.
MINIMUM WIDTH - 90 FEET
FRONT SETBACK - 35 FEET
SIDE SETBACK - 10 FEET
REAR SETBACK - 40 FEET
- PROJECT STATISTICS PHASE 2 ONLY**
TOTAL ACREAGE - 6.84 ACRES
NET ACREAGE (TOTAL MINUS EX. ROW) - 6.55 ACRES
NUMBER OF UNITS (SINGLE FAMILY) - 21 UNITS
DENSITY - 2.14 UNITS/ACRE
SMALLEST LOT AREA - 14,586 S.F. OR 0.33 ACRES
AVERAGE LOT AREA - 16,619 S.F. OR 0.38 ACRES
OPEN SPACE (MINUS DETENTION AREAS) - 0.00 ACRES
PERCENT OPEN SPACE - 0.00%
PROPOSED ROW - 1.21 ACRES
ACREAGE (EXCLUDING EX & PROP ROW) - 5.34 ACRES
- PROPOSED IMPROVEMENTS**
 - All street right of ways shall be public, 66 feet in width.
 - Streets shall be 30 foot bituminous valley curb and gutter per Ottawa County Road Commission standards and specifications.
 - This development shall be served with public water (available in Riley Street) with a stub to Greenly Street for a future tie in, and with a stub to the West for a future tie in.
 - This development shall be served with public sewer (18" trunk line to the northwest of the project).
 - Drainage design shall conform to the Ottawa County Drain Commission standards and specifications. Street runoff shall be collected in storm sewers and detention ponds which will outlet into the existing ravines. Detention facilities were constructed as part of phase 1.
 - Cosmoirns shall be installed within the street right-of-ways 26.5 feet North or East of centerline.
 - There shall be a 10 foot private easement for public utilities adjacent to all street right of ways.
 - Concrete sidewalks shall be placed at the time of house construction on both sides of the proposed streets.
 - Street lighting will be provided. Proposed 12" pole with lantern style fixture.
 - Lot sizes are approximate and may vary with the final plat.
 - Street trees shall be planted per Jamestown Charter Township Ordinance No. 16-002. Trees shall be Oak, Maple, or other large sized canopy tree native to Michigan. Trees from table 26.3 of the said ordinance shall be prohibited. Trees shall be a minimum 2" Caliper at the time of planting.
 - Construction shall be performed in accordance with the current standards and specifications of Jamestown Charter Township.
 - The mailbox area in the open space at the corner of Rockaway Drive and Round Barn Drive has sufficient space for additional boxes for Phase 2 and 3.



SCALES
OVERALL: 1"=200'
DETAIL PLAN: 1"=50'



REVISIONS	DATE	BY	DESCRIPTION
10/26/2020	11/23/2020	INITIAL SUB.	PER REVIEW

PRELIMINARY PLAT
SPRING GROVE VILLAGE
PHASE 3

FOR: KOETJE BUILDERS AND DEVELOPERS, LLC
547 BALDWIN STREET
JENISON, MI 49428
(616)-457-3450

PART OF THE SOUTHEAST 1/4 OF SECTION 10, T5N, R13W,
JAMESTOWN TOWNSHIP, OTTAWA COUNTY, MICHIGAN

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7482 Main Street
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Phone: 616-457-7050
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Date
10/26/2020

**DECLARATION OF RESTRICTIONS
FOR SPRING GROVE VILLAGE**

WHEREAS, the undersigned, **KOETJE BUILDERS & DEVELOPERS, LLC**, a Michigan limited liability company, of 547 Baldwin Street, Jenison, Michigan 49428 (“Developer”) and **HENRY WINSTON BOSMA AND LINDA MAY BOSMA, CO-TRUSTEES OF THE BOSMA FAMILY TRUST, UAD SEPTEMBER 13, 2005**, of O-1910 Greenly Street, Grandville, Michigan 49418 (“Bosma Trust”) (recorded in Instrument Number 2020-0047373), as proprietors, have submitted land owned by them to development as a Plat, being land located in the Township of Jamestown, Ottawa County, Michigan, more particularly described as follows:

Lots 1-50, inclusive, Spring Grove Village, part of the SE 1/4 of Section 10, T5N, R13W, Jamestown Township, Ottawa County, Michigan, according to the recorded plat thereof;

WHEREAS, Developer is the proprietor of the portion of the Plat, located in the Township of Jamestown, Ottawa County, Michigan, more particularly described as follows:

Lots 1 through 22, inclusive, and Lots 25, 30, and 34-50, inclusive, Spring Grove Village, part of the SE 1/4 of Section 10, T5N, R13W, Jamestown Township, Ottawa County, Michigan, according to the recorded plat thereof,

WHEREAS, the Bosma Trust, is the proprietor of the portion of the Plat located in the Township of Jamestown, Ottawa County, Michigan, more particularly described as follows:

Lots 23-34, 26-29, inclusive, and Lots 31-33, inclusive, Spring Grove Village, part of the SE 1/4 of Section 10, T5N, R13W, Jamestown Township, Ottawa County, Michigan, according to the recorded plat thereof,

WHEREAS, Spring Grove Village, including without limitation the above-described Lots, together with all common areas and all other rights and interests associated with the plat of Spring Grove Village, are herein called “Plat” or “Subdivision” and both terms shall include any future phase(s) of the Plat or adjacent Plat developed by the Developer (with or without participation with another land owner); The term “Lot” or “Lots” herein shall include all Lots in the Plat, including future phases of the Plat or adjacent Plat developed by the Developer;

WHEREAS, The Bosma Trust, although submitting its property to be included in the Plat, and to the provisions contained in this Declaration of Restrictions, does not desire to have the rights and responsibilities as Developer, but hereby designates Developer as Developer;

WHEREAS, Developer may reserve Common Area for the private use of the Owners of the

Lots; the Common Area shall include any easement rights granted to the Association for the use and enjoyment of the Owners of the Lots in the Plat, whether the easement affects land within the Plat or elsewhere;

WHEREAS, Developer may grant one or more easements for public ingress and egress over portions of the Common Area;

WHEREAS, Developer and the Bosma Trust desire to provide for the preservation and enhancement of the property values and amenities in the Subdivision and for the maintenance of the Common Area, and to this end desire to subject the Subdivision and the Common Area to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Subdivision and each Owner of a Lot therein; and

WHEREAS, Developer and the Bosma Trust have deemed it desirable, for the efficient preservation of the values and amenities in the Subdivision, for Developer to create the Association to own, maintain and administer the Common Area, including facilities that may be constructed thereon and the entrances to the Subdivision, to collect and disburse the assessments and charges hereinafter created, and to undertake efforts intended to promote the recreation, health, safety and welfare of the Owners and Occupants;

WHEREAS, Developer (with or without participation with another land owner) may develop additional subdivisions adjacent to the Subdivision; and Developer desires for the mutual and harmonious use and management of Common Areas among all phases of Spring Grove Village;

WHEREAS, the Township has adopted Ordinance Number 18-006, being the Ordinance governing the Plat as a Planned Unit Development ("PUD");

WHEREAS, the streets, sidewalks bordering the streets and streetlights will be dedicated to the public and owned by the Township, and the Township has established a special assessment district for maintenance of the street lights;

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Developer and the Bosma Trust, their successors and assigns, future Owners of the Lots, and the Association, the undersigned Developer and Bosma Trust for themselves, their successors and assigns do hereby publish, declare and make known to all future purchasers and Owners of the Lots, that Lots will and shall be used, held, and/or sold expressly subject to the following conditions, restrictions, covenants and agreements which, by acceptance of a deed, purchase agreement, land contract or option for a Lot, shall be deemed accepted by all future purchasers and Owners of the Lots and shall run with the land and be binding upon all grantees of Lots and on their respective heirs, personal representatives, successors, assigns and grantees.

ARTICLE I DEFINITIONS

A. "Association" means Spring Grove Village Owners Association, a Michigan non-profit corporation, its successors and assigns.

B. “Builder” means any person or entity, licensed as a residential builder by the State of Michigan and designated by Developer, which is engaged in the business of constructing Improvements not for their own use but for resale or pursuant to a contract with another person or entity.

C. “Committee” means the architectural control Committee for the Subdivision, appointed and maintained in accordance with Article II hereof.

D. “Common Area” means those areas of land within the Subdivision, including the improvements situated thereon, designated on the Plat or any future phase or adjacent plat developed by Developer, as it may from time to time be modified or extended, as common area for the use or benefit of all Lots, including without limitation, open space, detention basins, non-public walkways (if any), and easement rights. Common Area shall also mean improvements intended for the benefit of all Owners, such as signage for the Plat, and other improvements or rights designated by the Developer or the Association as benefitting all of the Lots.

E. “Developer” means **KOETJE BUILDERS & DEVELOPERS, LLC**, a Michigan limited liability company, and any successor by law or assignee so appointed by the recordation of an assignment of the status.

F. “Declaration” means this Declaration of Restrictions, as amended from time to time, recorded in the office of the Ottawa County Register of Deeds, State of Michigan.

G. “Fee Owner” means the record owner, whether one or more persons or entities, of fee simple title to any Lot.

H. “Improvement” means any dwelling, garage, fence, walk, deck, pool, landscaping or other improvement constructed upon a Lot or change or alteration to any of the foregoing by any person or entity other than the Developer, except where explicitly stated.

I. “Lot” means any numbered lot shown on the Plat or on any subsequent and contiguous additions to the Subdivision or any adjacent subdivision so declared by the Developer in an amendment to this Declaration.

J. “Occupant” means each person that is occupying a dwelling built upon a Lot, provided such occupancy is in compliance with the Declaration and the zoning ordinance of the Township for the Subdivision and PUD.

K. “Owner” means the Fee Owner and the land contract purchaser of a Lot, whether one or more persons or entities, but excludes those having a security interest in a Lot to secure the performance of an obligation or a lien upon a Lot arising pursuant to a statute or under another rule of law unless and until such time as such person becomes a Fee Owner, whether by foreclosure or the granting of a deed in lieu of foreclosure.

L. “Township” means the Jamestown Charter Township and the political subdivisions thereof.

Other capitalized terms used herein that are not defined above shall have the meanings given to such terms elsewhere in this Declaration.

ARTICLE II ARCHITECTURAL CONTROL

A. Committee Members. The Committee is initially composed of the Developer or two (2) or three (3) persons appointed by the Developer. The Developer shall continue to have the power to serve as, or appoint the members of, the Committee (even after Developer does not own any Lot(s)) until such time as Developer may, in its sole discretion, transfer to the Association the right to appoint members of the Committee. After the transfer to the Association, the Committee shall be composed of three (3) persons; each member of the Committee shall serve for a period of one (1) year, unless terminated prior to the end of the one (1) year term, which the Association may do in its sole discretion. The term shall commence on January 1st of each year and expire on December 31 of the same year.

B. Approval of Plans and Specifications. No Improvement shall be commenced, erected or maintained on any Lot, nor shall any exterior change or alteration be made to an existing Improvement until the plans and specifications showing the nature, kind, size, shape, height, colors, materials, topography and location of the same on a Lot shall have been submitted to and approved in writing by the Committee, which approval will be granted in accordance with standards established by the Committee in its sole discretion, including those set forth in Paragraph F below. The architecture of the dwelling must be compatible and harmonious with the external design and general quality of other dwellings constructed and to be constructed in the Plat.

C. Preliminary Plans. Prior to submitting plans and specifications for final approval, preliminary plans and specifications may first be submitted to the Committee for preliminary approval. If the preliminary materials are disapproved or approved subject to conditions, the Committee shall state in writing the reasons for disapproval or the conditions to be met. The Committee will use all reasonable efforts to issue its decision within fifteen (15) days after receipt of the preliminary plans and specifications.

D. Materials Required. Plans and specifications submitted to the Committee for final approval shall include two (2) sets of the following, or be provided in electronic format approved by the Committee:

- (i) Complete plans and specifications sufficient to secure a building permit in the Township, and in any event including a foundation/basement plan, floor plan(s), exterior elevations (front, sides and rear) and a dimension plat plan showing the Lot and placement of Improvements, all of the above being fully-dimensioned, and clearly designating any trees to be removed or cleared.
- (ii) A perspective drawing of the Improvements if deemed necessary by the Committee to interpret adequately the exterior design.
- (iii) Data as to size, materials, colors and texture of all exteriors including roof coverings, fences (if any) and walls.

E. No Violations. No approval by the Committee shall be valid if the Improvement violates any restrictions set forth in Article III and IV of this Declaration, except in cases where waivers have been expressly granted as provided for in this Declaration.

F. Approval Standards. The Committee may disapprove plans and specifications because of noncompliance with any of the restrictions set forth in Article III and IV of this Declaration or other standards established by the Committee, or because of reasonable dissatisfaction with the grading and drainage plan, the proposed location of the Improvements on the Lot, the materials or color scheme to be used, the finished design, proportions, shape, height, style, or appropriateness of the proposed Improvement, the tree removal plan or because of any matter or thing, which in the reasonable judgment of the Committee, would render the proposed Improvement inharmonious or out of keeping with the objectives of the Committee or with existing Improvements erected on other Lots. Builders may, at their election, submit a list and samples of exterior materials and color combinations for prior approval by the Committee, which approval, if given, shall satisfy the approval requirement of the exterior materials and colors on all subsequent Improvements built by such Builder provided the exterior materials and colors conform to those previously submitted and approved. All Owners, by accepting ownership of their Lot, acknowledge that the primary purpose for providing for architectural control is to ensure the proper and harmonious development of the Subdivision to maximize the aesthetic beauty of the Subdivision and its blending with the surrounding area, and to enhance the feeling of community, all of which are intended to result in increased property values. To this end, the Committee shall have broad discretion in terms of determining what Improvements will be permitted and are in keeping with the aesthetic beauty and desirability of the Subdivision and are otherwise consistent with the purposes of this Declaration. Until such time as the Developer has transferred the rights of the Committee to the Association, the Developer reserves the right to approve waive or modify any of the restrictions contained in Articles III or IV. No approval, whether or not it waives or modifies any of the restrictions contained in Articles II or IV shall obligate or imply any approval in any other instance, whether on the same Lot or a different Lot.

G. Timely Approval or Disapproval. If the Committee fails to approve or disapprove plans and specifications within thirty (30) days after submission, then such approval will not be required, but all other limitations, conditions and restrictions set forth in this Declaration shall apply and remain in force as to such plans and specifications and the Improvements to be constructed pursuant thereto.

H. Evidence of Approval. Committee approval shall be deemed given if the plans and specifications submitted for final approval are marked or stamped as having been approved by the Developer or, after transfer to the Association, of a majority of the Committee, and are dated and signed by a majority of the members of the Committee who were validly serving on the Committee on the date of such approval; provided, however, after the Developer transfers the rights of the Committee to the Association, if to grant the final approval, the Committee must waive or modify any of the restrictions contained in Article III or IV, then the plans and specifications must be approved as required by Paragraph V of Article III and signed by the approving members.

I. No Liability. In no event shall the Developer, the Association or the Committee have any liability whatsoever to anyone for their approval or disapproval of plans and specifications, regardless of whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. By way of example, the Developer, the Association and the Committee

shall have no liability to anyone for approving or disapproving plans and specifications which provide for Improvements which are not in conformity with the provisions of this Declaration. In addition, the Committee shall not be required to pass upon, and the approval by the Committee does not mean that the Committee has passed upon, any technical aspects of construction or whether the proposed construction meets zoning, building codes, safety requirements, municipal ordinances, or requirements including but not limited to tree removal ordinances, laws and regulations. The Committee's approval shall merely mean that the plans and specifications are in compliance with the intent and purpose of this Declaration as interpreted by, and the standards developed by, the Committee at the time. Owner shall be responsible for compliance with all laws and regulations and shall not look to the Committee for assistance or advice in complying with the same.

J. Assignment of Appointment Powers. Developer may, in Developer's sole discretion, assign, transfer and delegate its power to appoint members to the Committee to the Association upon such terms and conditions as Developer and the Association may agree. Developer may not assign its power of appointment to any person or entity other than the Association.

ARTICLE III BUILDING AND USE RESTRICTIONS FOR THE SUBDIVISION

A. Use of Lots. All Lots shall be used for single-family residential purposes only; only one dwelling shall be erected on each Lot; and the dwelling shall be designed and erected for occupation by one single family in compliance with the zoning ordinances of the Township for the Subdivision and the PUD.

B. Character and Size of Buildings. Each dwelling must have the following minimum fully-enclosed square footage: for a one story dwelling, a minimum livable main floor area of 1,800 square feet; for a one and one-half story or two story dwelling, a minimum livable floor area of 2,400 square feet square feet, with a minimum first floor area of 1,100 square feet; for a two and one-half story dwelling, a minimum livable floor area of 2,400 square feet on the first two floors, with a minimum first-floor area of 1,100 square feet. All computations of livable floor area shall be of fully-enclosed area, exclusive of garage, porches, terraces and basements. If any portion of a level or floor within a dwelling is below grade, all of that level or floor will be considered a basement level. No dwelling shall be greater than two and one-half stories. And the Developer may limit the number of stories or levels on any Lot in its sole discretion. No skin rakes are allowed.. The main roof of the dwelling must be the tallest portion of the roof. Each dwelling shall have a private attached garage for the sole use of the Occupants of the Lot upon which the dwelling with said garage is erected. All garages must be attached to the dwelling. Each garage shall be at least two (2) stalls and no more than four (4) stalls, but no more than two (2) stalls may face the street. Carports are prohibited. Developer may, in its sole discretion permit a two-level garage structure, without regard to the number of vehicles or stalls contained therein. All chimneys must be of masonry construction or located in a chaseway of materials matching the exterior of the dwelling. All Improvements must be constructed only with new materials. Subject to the discretion of the Committee, approved materials include brick, brick veneer, steel, stone, stucco, wood frame, wood trim, aluminum/vinyl siding and trim or any combination thereof. Concrete block or tile construction above grade level is prohibited unless the exterior surface is covered with an approved material.

C. Animals. No animal, birds or fowl may be kept or maintained on any Lot, except dogs, cats and pet birds which may be kept thereon in reasonable number as pets for the pleasure and use of the Occupants. 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 dog may be permitted, at any time, outside a residence unless the dog is contained within a permitted dog run or unless the dog is accompanied by an attendant who shall have such dog firmly held by collar and leash. No person owning, harboring or having in his possession any cat, shall permit or allow such cat to run at large or in any yard or enclosure other than the yard enclosure of the Lot occupied or owned by such cat owner. No savage or dangerous animal will be kept on any Lot. Owners and Occupants will have full responsibility for any damage to persons or property caused by any animal owned by Occupants or otherwise on the Lot or in the Plat with the permission of Occupants. Each Occupant 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 in any residence or on any Lot.

D. Fences, Walls, Hedges, Etc. No fence, wall, or hedge of any kind shall be erected or maintained on any Lot without the prior written approval of the Committee. In addition, in no event shall any fence, wall or hedge be maintained or erected except in side and/or rear yards and no nearer than 12 feet to the front building line of the dwelling (for corner lots both elevations with street frontage are front yards; accordingly, the dwelling has two front building lines). All fences must be constructed of brick, stone, vinyl, aluminum or black chain link.

E. Swimming Pools. Swimming Pools, their associated decks and enclosures shall not be nearer than fifteen (15) feet to any lot line and will not project with its coping more than two (2) feet above the established grade and must be located only in the rear yard. For this restriction, corner Lots have two (2) front yards (between the dwelling and each street) and the remaining yards are considered rear yards).

F. Play Structures and Swing Sets. No play structure, swing set or similar Improvement will be erected on any Lot nearer than fifteen (15) feet to any side lot line. No play structure or swing set will be permitted in any front yard. For this restriction, corner Lots have two (2) front yards (between the dwelling and each street).

G. Temporary Structures. Trailers, tents, shacks, sheds, barns, accessory buildings and temporary structures of any nature whatsoever are expressly prohibited and no temporary occupancy shall be permitted in unfinished dwellings.

H. Sidewalk Constriction. Concrete sidewalks (including necessary curb-cuts) 5 feet wide and 4 inches thick shall be constructed by the Lot Owner along the Lot street frontage. Construction of sidewalks must be completed within six months of completion of the dwelling and must comply with the Ottawa County Road Commission standards.

I. Septic Systems. No septic tank or drain field will be permitted on any Lot.

J. Water Systems. No individual water supply system will be permitted on a lot, except solely for irrigation purposes, swimming pools or other non-domestic uses.

K. Footing Drains. Gravity footing drain connections to the storm sewer system are strictly prohibited.

L. Elevations. No substantial changes in the elevation of any portion of any Lot may without the prior written consent of the Developer. Any change which materially affects the surface elevations or grade or drainage of the surrounding Lots will be considered a substantial change. The final grade of the Lot will be contoured to drain away from the residence located on the Lot in accordance with the Block Grading Plan, attached as Exhibit A.

M. Sales Office. Builder may use a model house for a sales office for the sale of dwellings in the Plat.

N. Exterior Surface of Dwellings. The visible exterior walls of all Improvements shall be made of wood, brick (including brick veneer), stone, stucco, aluminum, vinyl or a combination of them or of comparable new materials approved by the Committee.

O. Signs. No sign or billboard shall be placed, erected, or maintained on any Lot except one sign advertising the Lot (and any improvements on a Lot) for sale, or a temporary sign for a garage sale which sign shall have a surface area of not more than five (5) square feet, and the top of which shall be not more than three (3) feet above the ground. The provisions of this paragraph shall not apply to signs installed or erected on any Lot by Developer or any Builder during the initial construction of Improvements, or during the period a dwelling is used as a model or for display purposes.

P. Destruction of Building by Fire, etc. Any debris resulting from the destruction in whole or in part of any Improvement on any Lot shall be removed with all reasonable dispatch from the Lot to prevent an unsightly condition.

Q. Landscaping. Upon the completion of a dwelling on a Lot, the Owner thereof (but not the Developer or the Builder thereof), shall cause the Lot to be finish-graded and hydroseeded or sodded and professionally landscaped within one (1) month or as soon thereafter as weather permits. As part of the landscaping for each Lot, the Owner must plant street trees in accordance with the PUD, and with Jamestown Township Charter Ordinance No. 16-002. Trees shall be Oak, Maple, or other large canopy tree native to Michigan. Trees from table 26.3 of the Township Zoning Ordinance shall be prohibited. Trees shall be a minimum of 2" caliper at the time of planting. The Lot shall be kept reasonably free of weeds by the Owner or Occupant thereof. All landscaping and lawns shall be well-maintained at all times.

R. Driveways. All driveways shall be constructed of concrete at least four inches (4") thick or asphalt at least two inches (2") thick and shall be at least twelve feet (12') wide for the full distance from the garage to the street. The initial plans, submitted to the Committee in accordance with Article II hereof, shall designate the location of the driveway and the building materials to be used.

S. Solar Panels. Solar panels are permitted only in the discretion of the Developer and, if permitted by the Developer, shall be of the size and location permitted. Any permitted solar panels shall be maintained in good condition and appearance.

T. Set Backs. The following setbacks are contained in the PUD and apply to the Lots: front yard, thirty-five feet (35'); side yard, ten feet (10'); rear yard, forty feet (40'). Corner Lots have two (2) front yards.

U. Driveways for Lots 1 and 50. No driveways for Lots 1 and/or 50 shall be permitted onto Riley Street. All driveways for those Lots must access only Rocaway Dr.

V. General Conditions.

(i) No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept on a Lot except in sanitary containers located on each Lot properly concealed from public view, which will be emptied as necessary (at least once per week) and be properly maintained. Sanitary containers shall not be left along the roadway or in the front yard of any Lot for more than twenty-four (24) hours in any one week. No incinerators or other equipment for the disposal of waste is permitted on any Lot.

(ii) No housetrailer, commercial vehicles or equipment, boat trailers, boats, camping vehicles or camping trailers may be parked on or stored on any Lot, unless stored fully enclosed within an attached garage, except for periods of no longer than 48 hours for loading and unloading of camping vehicles or camping trailers. Commercial vehicles and trucks shall not be parked in the Subdivision or on any Lot therein unless parked fully enclosed within an attached garage, or except while making deliveries or pickups in the normal course of business. However, a construction trailer may be maintained by each Builder in a location designated by Developer during the period when new dwellings are under construction in the Subdivision by the Builder, provided the construction trailer is kept in a clean and slightly condition at all times. No vehicle may be parked on any non-paved surface, except on a Lot.

(iii) No laundry shall be hung for drying so as to be visible from the street on which the dwelling fronts, and in the case of Lots on a corner, laundry shall not be hung so as to be visible from either of the streets on which the dwelling fronts.

(iv) No mobile home, modular home, previously used buildings, tent, shack, barn, storage shed, temporary building, outbuilding, accessory building, guest house, or oil (or other fuel) storage tanks may be installed, erected, placed or maintained on any Lot.

(v) Home occupations will be permitted as incidental to the use and occupancy of a dwelling for single-family residential purposes if, and only if, the home occupation is conducted entirely within the dwelling and participated in solely by members of the immediate family residing in the dwelling, which use is clearly incidental and secondary to the use of the dwelling for single-family residential purposes and does not change the character thereof. To qualify as a home occupation, there must be (a) no sign or display that indicates from the exterior that the dwelling is being utilized in whole or in part for any purpose other than that of a dwelling; (b) no commodities sold upon the premises, and (d) no mechanical or electrical equipment is used, other than personal computers and similar office equipment. In no event shall a barber shop, styling salon, beauty parlor, animal hospital or any form of animal care or treatment, be construed as permitted home occupation.

(vi) It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unsightly, or unkept condition of Improvements or grounds on the Lot they own or occupy. This responsibility shall also apply to Builders during the construction period of a dwelling on a Lot.

(vii) No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the Owners or Occupants of the Subdivision, as determined by the Committee.

(viii) No Lot shall be subdivided or its boundary lines changed except with the consent of Developer and in conformance with the provisions of the Land Division Act.

(ix) Developer hereby expressly reserves to itself the right to replat any two (2) or more Lots shown on the Plat to create a modified Lot or Lots and to take such other steps as are reasonably necessary to make such replatted Lots suitable and fit as a building site, including, but not be limited to, the relocation of easements, walk-ways, and rights-of-way to conform to the new boundaries of the replatted Lots. Developer reserves the right to grant or declare one or more easements for ingress and egress over Common Area for the benefit of the public. Provided, however, any change, amendment or replat must be done only in conformance with the Land Division Act and Township requirements.

(x) No Owner or Occupant shall permit any motorized vehicle which is not licensed and in operating condition or not being used on a regular basis for transportation to be parked on its Lot unless such vehicle is completely enclosed in the attached garage.

(xi) The wetland preservation easement indicates approximate areas defined as wetlands under Part 303 of the Natural Resources and Environmental Protection Act 451 of 1994 ("NREPA"). Activities within this easement are regulated by the Act and any successor act and the rules promulgated thereunder.

(xii) No dwelling in part or in whole shall be rented or leased for any period shorter than one (1) year.

W. Enforcing Authority. The provisions contained in Article III and Article IV shall be interpreted and enforced by the Committee in its sole discretion in accordance with standards established by the Committee. Every restriction contained in this Declaration may be waived by the Committee, in its sole discretion, provided it does so in writing and such waiver may only be granted on a case by case basis. Consequently, if the Committee desires to modify a restriction as it applies to all Lots, it must obtain an amendment to this Declaration as provided below. To waive a restriction contained in this Declaration, a majority of the Committee must vote in favor of the waiver; however, if any member of the Committee was appointed by the Developer, then no waiver may occur without the consent of the Developer.

ARTICLE IV TREE PRESERVATION

All construction shall be carried out in strict compliance with all tree preservation laws, rules, and regulations of the Township and other governing authorities and this Article IV, so as to promote the preservation of trees. No tree measuring four (4) inches or more in diameter at a point four (4) feet above its base (a "major tree") may be removed without the written approval of the Committee. Prior to commencement of construction, the Owner of the particular Lot shall submit to the Committee, as part of its plans and specifications to be approved by the Committee, a plan for preservation of major trees in connection with the construction process. It shall be the responsibility of the Owner to maintain and preserve all major trees on the Owner's Lot, which responsibility includes welling trees, if necessary. Subject to restrictions imposed by governing authorities, an Owner may remove major trees on their Lot which are situated within the area to be used for the construction of the dwelling, provided the plans for the dwelling have been approved by the Committee. The area to be used for construction of a dwelling shall include all areas within ten (10) feet of the outer walls of the dwelling and the area within a driveway, utility easement, or right-of-way. Prior to and during construction of a dwelling upon a Lot, the Owner shall take special precautions to protect major trees inside or within 25 feet of the dwelling being constructed. These precautions shall include additional watering and fertilizing of major trees to reduce shock and installation of appropriate fencing around major trees to protect against soil erosion and root and other damage from clearing and earth compaction.

ARTICLE V OWNERS ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Establishment of Non-Profit Corporation. Developer has formed the Association of Owners known as SPRING GROVE VILLAGE OWNERS ASSOCIATION. The Association is organized as a non-profit corporation for a perpetual term under the laws of the State of Michigan and has such powers as are enumerated in this Declaration and Declarations for any expanded portion or phase of the Subdivision and those to be set forth in the corporate Bylaws for the Association.

B. Dedication of Common Area. Title to any common area dedicated in future phases shall vest in the owners of Lots and the lot owners of future contiguous subdivisions of the same name where title is traceable to this Developer (with or without participation with another land owner). Said common areas shall not be personal, but shall be considered to be appurtenant to the Lots and shall pass with the title to the Lots whether or not specifically set forth in the deeds of conveyance of the Lots. The Common Areas will also include signage for the Plat. The Association shall be responsible for maintaining the Common Areas. The use of the Common Area shall be restricted to the Fee Owners; however, any Fee Owner may delegate, in accordance with the Bylaws for the Association, his right of enjoyment to the Common Area and associated facilities to an Owner or Occupant of the Lot.

C. Association Property Rights - Common Area. The rights and easement of enjoyment of each Fee Owner in and to the Common Area shall be subject to the following prior rights of the Developer and the Association:

- (i) Developer and the Association may agree from time to time to increase or reduce the

size of the Common Area or to grant easements through it to permit the installation of any utility lines, television cable, drainage facilities or any other improvements to the Lots or the Subdivision. No such dedication, grant or transfer shall be effective unless an instrument agreeing to such dedication, grant or transfer signed by two-thirds (2/3rds) of the members of the Association has been recorded. Notwithstanding the foregoing, Developer reserves the right to grant or declare one or more easements for ingress and egress over Common Area for the benefit of the public. Provided, however, any change, amendment or replat must be done only in conformance with the Land Division Act.

(ii) The right of the Association to levy and collect assessments.

D. Membership and Voting Rights; Assessments. Each Owner of one or more Lots shall be members of the Association. The Owner(s) of each Lot shall be entitled to one vote per Lot. If a Lot is owned by multiple Owners, the Owners of the Lot shall designate one of the Owners as the Owner entitled to vote with respect to the Lot and shall notify the association in writing which of the Owners shall have the right to vote with respect to the Lot. Provisions with respect to Assessments are contained in Article VI, below.

E. Association Bylaws. Any sale or purchase of a Lot in the Subdivision shall be subject to the Bylaws for the Association, and each Fee Owner agrees to abide by and observe such Bylaws and to cause each Owner and Occupant of its Lot to do the same.

F. Indemnification of Developer and Bosma Trust. In consideration for the granting of rights in the Common Areas by Developer and Bosma Trust to the Association, the Association will during the term of this Declaration indemnify and hold harmless Developer and Bosma Trust and the members of Developer and grantor(s) and trustees of Bosma Trust, from and against any and all liability, loss, damage or expense of any kind or description whatsoever sustained or suffered by any of them or to which any of them may be subjected by virtue of any claim, suit, allegation or action arising from any personal injury or property damage sustained by any party, including Owners, Occupants and their guests, invitees and licensees, on the Common Areas or during the use of any of the improvements on the Common Area, except for personal injury or property damage arising solely from the gross negligence or willful misconduct of a party indemnified hereunder. Each Fee Owner as a member of the Association, acknowledges this indemnity and hereby agrees to its terms.

ARTICLE VI ASSESSMENTS

A. Dues and Assessments. The Developer and the Association, with the consent of the Developer, may establish reasonable dues and assessments which shall be paid upon request by all Lot Owners on a per Lot basis in order to pay any reasonable maintenance, repair and/or replacement costs for the Common Areas and improvements, future taxes and assessments that may be levied by any state or municipal authority affecting the Common Areas and improvements and any other reasonable costs and expenses of the Association. The share of each Lot owner shall be determined by dividing the number of Lots owned by each Owner by the total number of Lots owned by all owners and multiplying that fraction by the total cost, taxes and/or assessment to be paid or incurred. All such assessments may be levied on such a periodic basis as the Association shall determine and may be based on the Association's reasonable estimation of the costs and

expenses to be incurred during the ensuing year. Notwithstanding the foregoing, the Developer shall not be obligated for the payment of assessments for unsold Lots except with respect to Lots on which a completed dwelling has been constructed and which are occupied on a permanent basis.

B. Collection of Assessments. Each Owner shall be personally liable for all assessments levied by the Developer or the Association with regard to the Owner's Lot during the time the Owner has any ownership interest in each lot. If any Owner defaults in paying any assessments, interest at the rate of seven percent (7%) per annum shall be charged on such assessment from the due date thereof and further penalties or proceedings may be instituted by the Developer or the Board of Directors of the Association in its discretion. If such assessment, or any part thereof, is not paid on or before the due date established by the Developer or the Board of Directors for such payment, then such payment shall be in default. The Developer or the Board of Directors may, but need not, report such a default to any mortgagee of record. Any mortgagee of a Lot may consider a default in the payment of any assessment a default in the payment of its mortgage. Unpaid assessments and any other amount due the Developer and/or Association from a Lot owner under this Declaration, shall constitute a lien upon the Lot prior to all other liens except tax liens and sums unpaid on a first mortgage of record. The Developer and/or the Association may enforce collection of delinquent assessments or other amount due by a suit at law for a money judgment or by foreclosure of the lien that secures payment of assessments. Each Owner, and every other person, except for a first mortgagee, who from time to time has any interest in the Lot, shall be deemed to have granted to the Developer and the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement (in accordance with the provisions of Chapter 32 of the Michigan Revised Judicature Act, as amended). The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. The Developer and the Association are hereby granted what is commonly known as a "power of sale." Each Owner and every other person, except a first mortgagee, who from time to time has any interest in the Lot shall be deemed to have authorized and empowered the Developer and the Association to sell or to cause to be sold at public auction the Lot with respect to which the assessment is delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. EACH LOT OWNER ACKNOWLEDGES THAT WHEN HE ACQUIRED TITLE TO HIS LOT, HE WAS NOTIFIED OF THE PROVISIONS OF THIS SECTION AND THAT HE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY WAIVED NOTICE OF ANY PROCEEDINGS BROUGHT BY THE DEVELOPER AND/OR 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 LOT. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until ten (10) days have expired after the mailing, by certified mail, return receipt requested and postage prepaid, addressed to the delinquent Owner at his last known address, of a written notice that an assessment, or any part thereof, levied against his Lot is delinquent and that the Developer and/or the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. A written affidavit of an authorized representative of the Developer or the Association that sets forth (a) the affiant's capacity to make the affidavit, (b) the statutory and other authority for the lien, (c) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (d) the legal description of the subject Lot, and (e) the name of the Lot Owner of record, shall

accompany such written notice. Such affidavit shall be recorded in the Office of the Ottawa County Register of Deeds prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing the notice. If the delinquency is not cured within the ten (10) day period, the Developer and/or the Association may take such remedial actions as may be available to it hereunder or under Michigan law. In the event the Developer and/or the Association elect to foreclose the lien by advertisement, the Developer and/or the Association shall so notify the Lot Owner, and shall inform him that he may request a judicial hearing by bringing suit against the Developer and/or the Association. The expenses incurred in collecting unpaid assessments or other amounts due, including interest, costs, reasonably attorney's fee (not limited to statutory fees) and advances for taxes or other liens paid by the Developer and/or the Association to protect its lien, shall be secured by the lien on the subject Lot. In addition, a Lot Owner who is in default in the payment of assessments shall not be entitled to vote at any meeting of the Association so long as the default continues.

If the holder of a first mortgage on a Lot obtains title to the Lot by foreclosing the mortgage, accepting a deed in lieu of foreclosure or similar remedy, or any other remedy provided in the mortgage, such person, and its successors and assigns, or other purchaser at a foreclosure sale shall not be liable for unpaid assessments chargeable to the Lot which became due prior to the acquisition of title to the Lot by such person; provided, however, that such unpaid assessments shall be deemed to be expenses collectible from all of the Lot owners, including such person, its successors and assigns, and that all assessments chargeable to the Lot subsequent to the acquisition of title shall be the responsibility of such person as hereinbefore provided with respect to all lot owners.

ARTICLE VII OTTAWA COUNTY DRAIN REQUIREMENTS

The following requirements and restrictions of the Ottawa County Water Resources Commission apply to the Plat:

A. Floor and Opening Elevation Restrictions. The lowest allowable opening elevations are set 1' or more above the 100-year floodplain or hydraulic gradeline of the storm system. These elevations are set to reduce the risk of structural damage and the flooding of residential interiors. A waiver from elevations may be granted by the Ottawa County Water Resources Commissioner following receipt of a certification from a registered professional engineer demonstrating that the proposed elevation does not pose a risk of flooding. The following table contains the lowest allowable opening elevations ("MOE"):

Lot	MOE	Lot	MOE	Lot	MOE	Lot	MOE	Lot	MOE
1	749.5	11	721.0	21	710.0	31	703.5	41	723.3
2	746.0	12	718.5	22	711.0	32	709.0	42	725.5
3	742.5	13	718.0	23	711.5	33	709.5	43	727.0
4	740.0	14	715.5	24	708.5	34	711.0	44	727.5
5	732.5	15	713.5	25	708.5	35	711.5	45	728.5
6	727.4	16	712.0	26	708.0	36	715.4	46	730.5
7	727.4	17	709.0	27	704.5	37	717.4	47	735.5
8	726.5	18	710.0	28	704.5	38	718.0	48	740.5

9	725.5	19	710.0	29	704.0	39	719.0	49	742.5
10	723.0	20	710.0	30	706.0	40	721.0	50	745.0

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

C. Block Grading Plan. The block grading plan shows the direction of flow for the surface drainage for all Lots. It is the Lot Owner's responsibility to ensure that the final grading of the Lot is in accordance with the block grading plan. During the final Lot grading and landscaping, the owner shall take care to ensure that the installation of fences, plantings, trees, and shrubs do not interfere with nor concentrate the flow of surface drainage. No changes will be made in the grading of any Lot areas used for drainage which would later affect surface run-off drainage patterns without the prior written consent of the Ottawa County Drain Commissioner for all portions of drainage system.

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

E. Soil Erosion and Sedimentation Control Permits. Each individual Lot Owner will be responsible for the erosion control measures necessary on their Lot to keep loose soil from their construction activities out of the street, catch basins, and off of adjacent property. If any sedimentation in the street, catch basins, or adjacent Lots results from construction for a particular site, it is the responsibility of that Lot owner to have this cleaned up. This applies to ALL Lot Owners.

A Soil Erosion and Sedimentation Control Permit must be obtained from the Ottawa County Drain Commissioner's Office prior to excavation for Lots 5 through 50. All conditions set forth by permit shall be met throughout construction activity until permit is allowed to expire.

ARTICLE VIII GENERAL PROVISIONS

A. Term. This Declaration shall be in full force and effort for an initial period of thirty (30) years from the date hereof, and thereafter for successive periods of twenty-five (25) years each unless terminated by the affirmative vote of at least seventy-five (75%) of the Owners and the Owners of any expanded portion or phase of the Subdivision or of Spring Grove Village.

B. Run with the Land. The provisions of this Declaration shall run with and bind the

land within the Subdivision, including the Lots, during the term of this Declaration. Developer, the Association, each Fee Owner of a Lot from time to time, and all of their successors and assigns, shall have the right, jointly and separably, to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, this Declaration and/or any of the restrictions contained herein, in addition to the right to bring a legal action for damages. Whenever there shall have been built, erected or constructed upon any Lot any Improvement which is and remains in violation of this Declaration for a period of thirty (30) days after receipt of written notice of such violation from Developer or the Association, or either of their successors or assigns, then the notifying party shall have, in addition to the foregoing rights, the right to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner whose Lot is in violation, and such entry and abatement or removal shall not be deemed as trespass. In no event shall the failure of any party entitled to enforce any provision of this Declaration as to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation, nor shall any such party assume any liability to any person or entity of whatsoever kind or nature for its or their failure to enforce any provision of this Declaration.

C. Severability. Invalidation of any covenant, restriction, paragraph or section of this Declaration by judgment or court order shall in no way affect any other covenant, restriction, paragraph or section of this Declaration, which shall remain in full force and effect.

D. Amendment. This Declaration may be amended by an instrument duly executed by the Developer and not less than two-thirds (2/3) of the then Owners of Lots in the Plat including any expanded portion or phase of the Plat who are not affiliated with the Developer and shall be effective upon the recording of such instrument with the Ottawa County Register of Deeds; provided, however, the signature of the Developer shall not be required in the event the Developer no longer owns any Lot in the Plat or any expanded portion of the Plat and has assigned or delegated its authority under this Declaration to the Association. Notwithstanding the foregoing, the Developer reserves the right to amend this Declaration without the consent or approval of any other Lot owner or other person or entity for the purpose of making the covenants, conditions and restrictions contained in this Declaration applicable to the Lots in one or more future phases of the Plat and for any other purpose expressly reserved by or granted to the Developer in this Declaration. In such event, the term "Plat" as used in this Declaration shall be deemed to include all Lots in all phases of the Plat covered by this Declaration as amended. However, in no event may the provisions required by the Township or the Ottawa County Water Resources Commission be amended without their written approval, respectively.

E. Assignment of Rights and Powers. Any or all of the rights and powers, titles, easements and estates hereby reserved by or given to Developer may be assigned by it to another person or entity, including the Association, upon such terms and conditions as the Developer may deem appropriate. Any such assignment or transfer shall be made by appropriate written instrument in which the assigner shall join for the purpose of evidencing its consent to the acceptance of such powers and rights, and the assigner shall thereupon have the same rights and powers and be subject to the same obligations and duties as herein reserved by or given to and assumed by Developer. Such instrument, when executed by the assigner shall without further act release Developer from the obligations and duties in connection therewith.

F. Address. Each Fee Owner of a Lot shall provide its correct mailing address to the Association, and shall notify the Association promptly in writing of any subsequent changes of

address.

G. Scope. The terms and conditions of this Declaration shall only apply to the Subdivision, Spring Grove Village and shall not apply to any land or premises adjacent thereto and owned by the Developer. However, the Developer reserves the right by amendment to this Declaration to include any expanded portion or phase of the Subdivision under the terms of this Declaration.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed _____, 2020.

Developer:
KOETJE BUILDERS & DEVELOPERS, LLC

By: _____
Ivan H. Koetje
Its: Member

STATE OF MICHIGAN)
) ss.
OTTAWA COUNTY)

The foregoing instrument was acknowledged before me _____, 2020, by Ivan H. Koetje, the Member of **KOETJE BUILDERS & DEVELOPERS, LLC**, a Michigan limited liability company, on behalf of the company.

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

IN WITNESS WHEREOF, The Bosma Trust has caused this instrument to be executed
_____, 2020.

Henry Winston Bosma,
Co-Trustee of the Bosma Family Trust,
UAD September 13, 2005

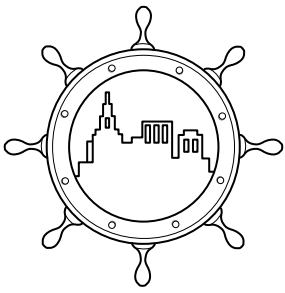
Linda May Bosma
Co-Trustee of the Bosma Family Trust,
UAD September 13, 2005

STATE OF MICHIGAN)
) ss.
OTTAWA COUNTY)

The foregoing instrument was acknowledged before me _____, 2020, by
Henry Winston Bosma and Linda May Bosma, Co-Trustees of the BOSMA FAMILY TRUST,
UAD SEPTEMBER 13, 2005.

Drafted by and when recorded return to:
John N. Lewis
Attorney and Counselor
12785 Stout Avenue NE
Cedar Springs, MI 49319

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



Fresh Coast Planning

950 Taylor Avenue, Ste 200
Grand Haven, MI 49417
www.freshcoastplanning.com

Gregory L. Ransford, MPA
616-638-1240
greg@freshcoastplanning.com

Emma M. Posillico, AICP
616-490-9955
emma@freshcoastplanning.com

Lindsay R. Mohr, MPA
248-990-3525
lindsay@freshcoastplanning.com

Brian Werschem
231-206-4821
bwerschem@gmail.com

MEMORANDUM

To: Jamestown Charter Township Planning Commission
From: Gregory L. Ransford, MPA
Date: November 27, 2020
Re: M & C VanRhee Properties – Zoning Map Amendment (Rezoning) Application

Attached is an application for a zoning map amendment (rezoning) from M & C VanRhee Properties to rezone their property located at 3180 32nd Avenue, parcel number 70-18-16-100-016, from the Agricultural Rural Residential (AR) Zoning District to the Village Commercial (C-1) Zoning District. The property is approximately four (4) acres in area and is located at the southeast corner of 32nd Avenue and Riley Street. We believe a recommendation of denial may be appropriate.

Below we provide our review of the request related to the Jamestown Charter Township Master Plan and the Jamestown Charter Township Zoning Ordinance.

Master Plan Considerations

The Jamestown Charter Township Master Plan (JCTMP) and its Map, adopted on September 17, 2019, provide for these parcels to serve as the Low Density Residential Classification. Given that the applicant has requested a rezoning to the C-1 Zoning District, which is equivalent to the Neighborhood Commercial Classification, the request does not appear to be consistent with the Low Density Residential designation of the existing Master Plan. Below, we examine the request related to the Low Density Residential Classification as a result of its JCTMP designation as well as the Neighborhood Commercial Classification as a result of the request.

Chapter Two – Residential Uses

A Goal of Chapter Two – Residential Uses of the JCTMP indicates that the Township should, “concentrate the density of residential land uses to protect open spaces and rural character.” As you will note further below within this memorandum, the Master Plan Map identifies the subject property and surrounding land on the southeast side of the 32nd Avenue and Riley Street intersection are designated within a residential density (Low Density Residential) that is less than directly across Riley Street (Medium Density Residential (MDR)), which serves as transition property related to density, open space, and rural character. Encouraging commercial property within this area could compromise that design.

A Recommendation of Chapter Two indicates that, “rezonings to the R-2 or R-3 Zoning District shall not occur without public water and public sanitary sewer present at the property.” Given that the subject property is master planned for the equivalent of the R-1 Zoning District, we believe this language indicates that rezonings to the R-1 District are acceptable, where planned, because public utilities are not intended during the planning period, and larger lots that equate to less density is appropriate. Given that the subject property is master planned for Low Density Residential, we believe the request is inconsistent with this Goal and Recommendation of the Master Plan to remain as a low density property, where public utilities are not present.

Chapter Five - Commercial Uses

A Goal of Chapter Five – Commercial Uses of the JCTMP indicates that the Township should, “meet the basic service and shopping needs of the Township’s residents as well as the traveling

public by directing commercial development to take place in strategic areas that are adequately served by public services.” Public services may include public water and sanitary sewer, neither of which are present at the subject property.

An additional Goal of Chapter Five indicates that the Township should, “provide for the deliberate and objective allocation of different types of economic development in specific locations to avoid or minimize future land use and traffic conflicts.” As you will note further below within this memorandum, the Master Plan Map separates commercial uses to the northwest section of the intersection of 32nd Avenue and Riley Street. Also, as you will additionally note, the MDR Classification is identified at the northeast portion of the intersection and Rural Agricultural Preservation Classification is identified at the southwest portion of the intersection. This separation of Classifications is to avoid or minimize future land use and traffic conflicts.

A Recommendation of Chapter Five indicates that the Township should, “limit commercial development to areas that are best served by transportation routes and concentrate development as much as possible to avoid the pitfalls of strip development.” While a commercial use exists on the subject property, we believe that rezoning the property to commercial would contribute to strip development and be contrary to concentrating commercial development.

An additional Recommendation of Chapter Five indicates that the Township should, “delay the rezoning of commercial areas and the development that would follow in those areas where public utilities and police and fire protection cannot be provided concurrently with the development.” Both public water and public sanitary sewer are approximately a quarter mile from the subject property. As a result, the property does not support rezoning to commercial unless the utilities are made available to the development.

As a result of the aforementioned Goals and Recommendations, it appears that the request is inconsistent with these provisions of the Master Plan.

Chapter Eleven – Implementation

As you know, Chapter Eleven, Implementation, contains descriptions and recommendations for future land use within Jamestown Charter Township. Below, we provide a copy of the Low Density Residential Classification as described in Chapter Eleven.

“The Low Density Residential A Classification encompasses lands that were previously planned to be Rural Agricultural Preservation. Low Density Residential designated lands are recommended to have sanitary sewer in place prior to any changes in zoning.”

Chapter Ten also describes the Neighborhood Commercial Classification, which is provided below.

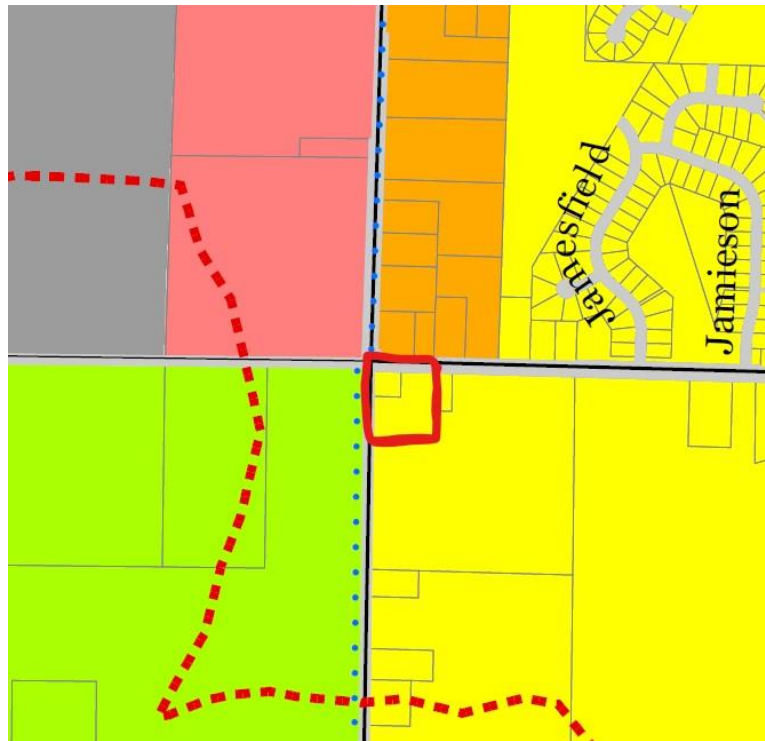
“The Neighborhood Commercial Classification is intended to provide locations for small businesses established to meet the day-to-day convenience shopping and service needs of the local population. Neighborhood Commercial uses should provide shared access, reciprocal access easements, screened parking and loading areas. Building architecture and signage should be compatible with surrounding uses, including residential uses.”

As aforementioned, the subject properties are not served by public water and sewer infrastructure. Despite this, the request may be consistent with the Neighborhood Commercial Classification provision of Chapter Eleven.

Master Plan Map

As aforementioned, the Master Plan Map provides for the subject parcel to serve as the Low Density Residential Classification. The Zoning Plan provided within Chapter 11 – Implementation indicates that the Low Density Residential Classification is consistent with the R-1 Residential Zoning District. For your convenience, below is a snapshot of the Master Plan Map for the subject parcel and surrounding properties.

(Legend: Yellow = Low Density Residential / Orange = Medium Density Residential / Red = Commercial / Gray = Industrial / Green = Agricultural Preservation / Red Outline = Subject Property)



Given the application is for the C-1 Zoning District, the request is inconsistent with the Master Plan Map.

Zoning Ordinance Considerations

As you are aware, when a map amendment (rezoning) request is submitted for review, the Planning Commission is tasked with considering all of the possible uses by right and special uses that could occur in the related zoning district, if approved. As a result, it is important to review all possible uses given that subsequent to the rezoning, if granted, a landowner or applicant would return to the Township for site plan approval of any use by right or a special use. For your convenience, below is a copy of the uses by right and special uses within the C-1 Village Commercial Zoning District.

SECTION 10.2 PERMITTED USES. Land, Buildings and Structures in this Zoning District may be used for the following purposes only:

- A. Retail sales businesses selling such products as, but not limited to, clothing and clothing accessories, fabrics, shoes, baked goods, confections, drugs, meats, groceries, specialty foods, flowers, hardware, bicycles, hobby and craft supplies, sporting goods, jewelry, musical instruments, notions, stationary, books, office and art supplies, office machines, computers, electronics, household appliances and sundry items.
- B. Business and professional offices.
- C. Medical and dental clinics.
- D. Bank, loan and finance offices including drive thru facilities and ATMs when accessory to a principle use.
- E. Funeral homes, crematories and other ancillary funeral operations.
- F. Nursery schools or child day care facilities.
- G. Nursing, convalescent or foster care homes of not more than thirteen (13) beds.
- H. Board and lodging homes.
- I. Bed and breakfast establishments.

- J. Restaurants and cafes, excluding dancing, floor shows or the consumption of alcoholic beverages.
- K. Indoor theaters.
- L. Personal service establishments performing services on the premises such as, but not limited to repair shops, (jewelry, radio and television, shoe, etc.) tailor shops, hair salons and barber shops, photographic studios, and print shops. Automobile repair shall not be considered a personal service establishment.
- M. Dry cleaning establishments dealing directly with the consumer.
- N. Self service coin operated laundry facilities
- O. Libraries and government administration or service buildings such as post offices, fire stations and police offices.
- P. Essential Services as defined in Section 2.34.
- Q. Accessory Buildings and uses customarily incidental to any of the foregoing uses when located on the same lot or parcel of land as a principal use.
- R. One and two family dwellings.

SECTION 10.3 SPECIAL USES. Land, Buildings and Structures in this Zoning District may be used for the following purposes only when authorized by the Planning Commission as a special use.

- A. Gasoline stations, oil change, tune up, brake and muffler shops.
- B. Automobile repair, auto body and paint shops.
- C. New and used car sales, excluding boat and RV sales and service, manufactured and modular home sales.
- D. Indoor commercial recreational facilities such as bowling alleys, video arcades and billiards.
- E. Restaurants, cafes, taverns, clubs or other eating or entertainment establishments involving dancing, floor shows or the consumption of alcoholic beverages on premise.
- F. Drive in or drive thru restaurant facilities.
- G. Public and private schools.
- H. Churches.
- I. Three to four unit dwelling units in compliance with minimum standards for lot size.
- J. Nursing, convalescent or foster care homes exceeding thirteen (13) beds.
- K. Second floor dwelling units above principle use commercial store fronts.
- L. Off-street parking lots as a principal use.
- M. Outdoor farmers markets and flee markets as temporary or seasonal uses.
- N. Sanitary landfills per Section 3.32.
- O. Auto wash facilities.

Section 31.5 – Amendment Standards

As required by Section 31.5 of the JCTZO, the Planning Commission must review several standards when considering an application to amend the Zoning Ordinance Map. Below is Section 31.5 – Amendment Standards in its entirety along with our comments, presented in italic font, concerning each standard therein, in an effort to assist with your review.

SECTION 31.5 AMENDMENT STANDARDS. When considering an amendment to the Zoning Ordinance or zoning districts map, the Planning Commission shall consider the following criteria:

- A. Is the proposed rezoning consistent with the policy statements and future land use plan of the Township?

Given the aforementioned review of the Master Pan, it appears that the request is inconsistent with the commercial policy statements and Master Plan Map of the Township.

- B. Is the timing for the zoning change correct?

In addition to our findings above, a rezoning to commercial would likely create a spot zoning. While not illegal, spot zonings are small areas of isolated zoning that support uses which are inconsistent with the surrounding zoning and uses in the area. As you will note within the Zoning Ordinance Map snapshot further below within our memorandum, the property would be isolated, small in area, and inconsistent with surrounding zoning and uses. As a result, we believe the timing of this request may be incorrect.

- C. Is there reason to believe that the property owner cannot realize a similar rate of return with any use allowed under the current zoning classification (i.e. are permitted uses under current zoning viable?);

We believe that permitted uses under the current Agricultural Rural Residential Zoning District are viable.

- D. Are all of the permitted uses allowed under the requested zoning district compatible with surrounding land uses and zoning?

The subject property is located in an area of significant distance from other commercial uses. Adjacent uses include single-family residential homes and agricultural operations. Consequently, it is reasonable to believe that most of the permitted uses allowed under the requested zoning district are incompatible with surrounding land uses and zoning.

- E. Is the environment of the site capable of accommodating the list of uses permitted under the requested zoning classification?

We are not aware of any environmental challenges to prevent the site from being capable of accommodating the list of uses permitted under the C-1 Zoning District.

- F. Is there sufficient public infrastructure (street, sewer and water capacity) to accommodate the host of uses allowed under the requested zoning classification? Is the proposed change in keeping with the intent to protect the public "health, safety and welfare?"

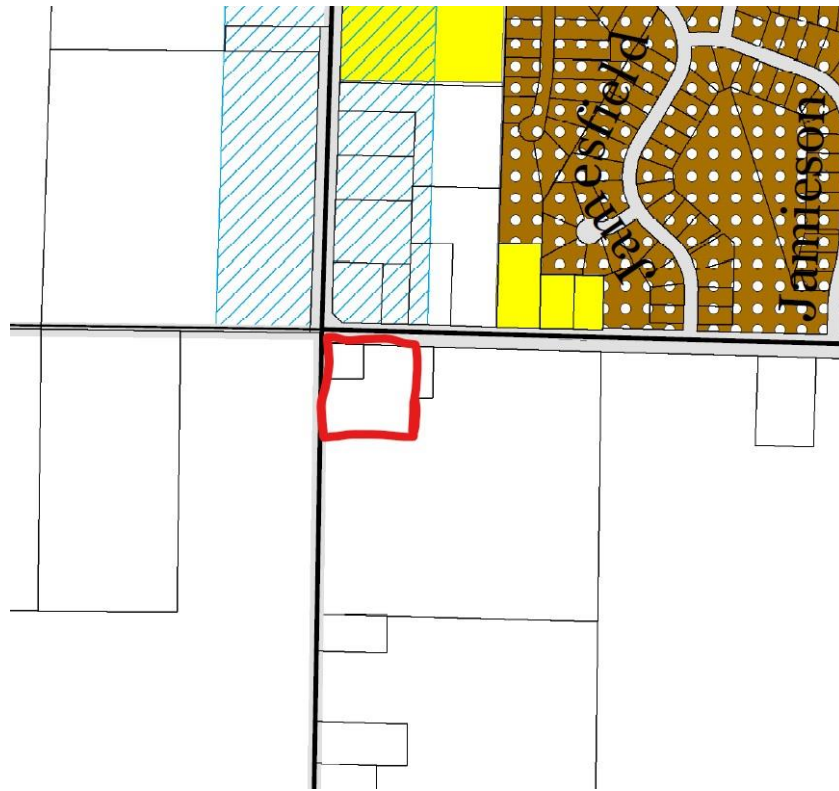
While there is likely a sufficient existing roadway network along 32nd Avenue and Riley Street for the host of uses allowed under the C-1 Zoning District, depending on their magnitude, as aforementioned, public utilities (water and sewer) are not currently present at the property. As such, we do not believe there is sufficient public infrastructure to accommodate the host of uses allowed under the C-1 Zoning District.

- G. Is the site large enough to meet all requirements for setbacks, area, utilities and driveway spacing?

Given the approximate four (4) acres of the subject property, we believe the property is large enough to meet all zoning district requirements, setbacks for utilities, driveway spacing and the like.

Zoning Ordinance Map

For your convenience, below is a snapshot of the Zoning Map for the subject parcel and surrounding properties. (Legend: White = AR Agricultural Rural Residential / Yellow = R-1 Residential / Light Brown with Dots = RPD Single Family Planned Development / Blue Hatching = M-6 and 32nd Avenue Overlay / Red Outline = Subject Property)



Recommendation

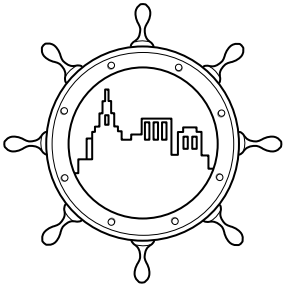
As a result of the aforementioned Master Plan and Zoning Ordinance considerations, we do not believe the request meets Section 31.5 – Amendment Standards of the Jamestown Charter Township Zoning Ordinance. The request does not appear to be compatible with the Zoning Ordinance and the immediately surrounding uses, and the request does not appear to be consistent with the Master Plan. Further, the property proposed for rezoning is not currently served by public utilities and therefore is not capable of supporting most of the potential uses. As a result, we believe a recommendation of denial may be appropriate.

The application has been scheduled for a public hearing at your December 15, 2020 meeting. If you have any questions, please let us know.

GLR
Planner

Attachment

cc: Supervisor Van Haitsma



Fresh Coast Planning

950 Taylor Avenue, Ste 200
Grand Haven, MI 49417
www.freshcoastplanning.com

Gregory L. Ransford, MPA
616-638-1240
greg@freshcoastplanning.com

Emma M. Posillico, AICP
616-490-9955
emma@freshcoastplanning.com

Lindsay R. Mohr, MPA
248-990-3525
lindsay@freshcoastplanning.com

Brian Werschem
231-206-4821
bwerschem@gmail.com

MEMORANDUM

To: Jamestown Charter Township Planning Commission
From: Lindsay R. Mohr, MPA
Date: November 18, 2020
Re: Jamestown One, LLC – Final Development Plan

Pursuant to Section 19.7F – Application and Final Submission of the Jamestown Charter Township Zoning Ordinance (JCTZO), attached is the Final Development Plan for the Jamestown One Planned Development submitted by Malone Development to establish a forty-two (42) unit residential development consisting of twenty-one (21) duplex buildings. The proposed Planned Development is located between Greenly Street and Riley Street, on the east side of 32nd Avenue. The parcel number for the subject property is 70-18-09-300-022 and is located within the R-1 Residential Zoning District.

The application has been reviewed and found complete. As you know, there are several provisions for the Planning Commission to consider as you deliberate regarding this application. Below we outline those provisions as well as provide details concerning the remainder of the submission, and the related Planned Development Ordinance for your review.

Preliminary Plan Findings

As you will recall, following the Preliminary Plan, the Planning Commission directed the applicant to return with a final plan containing all of the required application details, and to provide additional off-street parking spaces for visitors. The applicant has provided the requested materials and provided twenty-four (24) additional off-street parking spaces for a total of 108 parking spaces on-site.

We believe the preliminary plan direction may be satisfied, pending your review of whether the 24 additional spaces are sufficient. Below we offer our findings and observations regarding the Final Plan for your review.

Findings and Observations

Zoning Ordinance Considerations

Section 19.7G – Contents of Final Plan

- Subsection 9 – The Planning Commission is provided the option to recommend that the Jamestown Charter Township Board of Trustees (JCTBT) require evidence of a market need for the use and an economic feasibility, a traffic impact assessment, an environmental impact assessment or a fiscal impact assessment. The Planning Commission should consider whether any of the additional items are necessary during its formal recommendation.

For your convenience, below is a copy of Section 19.7G of the JCTZO.

- G. Contents of Final Plan: The final development plan shall contain the same information required for the preliminary development plan and shall contain the following additional information as well as information specifically requested by the Planning Commission in its review of the preliminary development plan:

1. Location and size of all water, sanitary sewer, and storm sewer lines serving the development.
2. Proposed contour lines at not greater than two (2) foot intervals.
3. Proposed landscaping including type, number, and size of trees and shrubs.
4. Location of signs and exterior lighting
5. Location of sidewalk, foot paths, or other pedestrian walkways.
6. Distance of all buildings from lot lines, right-of-ways, and other principal buildings.
7. Exterior architectural drawings noting building materials, height and area of buildings and accessory structures.
8. Proposed phases of the project
9. In the event the property on which the project is to be situated consists of ten (10) or more acres, the Township Board may, after recommendation of the Planning Commission, require one or more of the following as part of final development plan submission:
 - a. Evidence of market need for the use(s) and economic feasibility of the project
 - b. A Traffic Impact Assessment
 - c. An Environmental Impact Assessment
 - d. A Fiscal Impact Assessment

Township Department Reviews

All township departments are satisfied with the proposed plans, pending the items noted by Vriesman and Korhorn within their December 2, 2020 review letter.

Optional Public Hearing

The Planning Commission is not required to hold a public hearing on the Final Development Plan. However, Section 19.8 of the JCTZO provides the Planning Commission the option to hold a public hearing on the Final Development Plan. As a result, the Planning Commission will need to determine if a public hearing is appropriate.

Standards for Approval

As you are aware, the Planning Commission is tasked with providing a recommendation of approval, denial or approval with conditions to the JCTBT regarding the Final Development Plan in accordance with Section 19.9 of the JCTZO. A copy of Section 19.9 is provided below for your convenience along with our comments regarding each in italic font to assist with your review. We have drafted our comments in the affirmative given your support of the Preliminary Plan.

SECTION 19.9. STANDARDS FOR APPROVAL. Following the public hearing, the Planning Commission shall either approve, deny, or approve with conditions the final development plan and make its recommendation to the Township Board. In making its recommendation, the Planning Commission shall find that the proposed PD meets the intent of the PD District and the following standards:

- A. Granting of the Planned Development rezoning will result in a recognizable and substantial benefit to the ultimate users of the project and to the community where such benefit would otherwise be unfeasible or unlikely to be achieved.

Certainly, without the Planned Development rezoning it would not be possible to achieve the residential density proposed by the applicant. Consequently, it appears the proposed would benefit the ultimate users of the project and provide a diverse housing option for the community. Given this, it appears this standard may be met.

- B. In relation to underlying zoning, the proposed type and density of use shall not result in a material increase in the need for public services, facilities, and utilities, and shall not place a material burden on the subject or surrounding land or property owners and occupants or the natural environment.

We are unaware of any increased burden on public services, facilities or utilities. In fact, the Fire Department, the Township Engineer, and the Township Superintendent of Water and Sewer have not expressed any concerns in this regard. Consequently, it appears the proposed meets this standard.

- C. The proposed development shall be compatible with the General Development Plan of the Township and shall be consistent with the intent and spirit of this Chapter.

As noted during the Preliminary Development Plan, the proposed development appears to be compatible with the Master Plan. Given that no significant changes occurred from the Preliminary Plan to the Final Development Plan, it is reasonable to conclude that the proposed remains compatible with the Master Plan. In regard to the intent and spirit of the Planned Development Chapter, we provide a copy of those provisions further below. Consequently, it appears this standard has been met.

- D. In relation to underlying zoning, the proposed development shall not result in an unreasonable negative economic impact on surrounding properties.

We are unaware of any contentions that the proposed would cause an unreasonable economic impact on surrounding properties. Again, pursuant to Section 19.7G9 (provided further above) of the JCTZO, the Planning Commission could recommend that the Township Board require a study be commissioned in this regard. Otherwise, it appears this standard has been met.

- E. The Planned Development shall not change the essential character of the surrounding area.

The proposed development is near existing residential neighborhoods. In addition, no objections were provided from adjacent neighbors during the Preliminary Plan public hearing. Therefore, its location seems to reasonably blend with future land use areas. Consequently, it appears this standard has been met.

- F. The proposed development shall be under single ownership or control such that there is a single person or entity having responsibility for completing the project in conformity with this Ordinance. This provision shall not prohibit a transfer of ownership or control on due notice to the Township Clerk.

We believe this standard has been met.

As you will note in the introduction to Section 19.9, the proposed Planned Development shall also meet the intent of the Planned Development (PD) chapter. For your convenience, below is Section 19.1 – Definition and Purpose, in part, which provides the intent of the PD chapter.

It is the intent of this Chapter to authorize the consideration and use of Planned Development Regulations for the following purposes:

- A. To encourage the use of land in accordance with its character and adaptability.
B. To promote the conservation of natural features and resources.
C. To encourage innovation in land use planning and development.

- D. To promote the enhancement of housing, employment, shopping, traffic circulation, and recreational opportunities for the people of the Township.
- E. To promote and ensure greater compatibility of design and use between neighboring properties.
- F. To provide for the regulation of legal land uses not otherwise authorized within this Ordinance.

Proposed Jamestown One Planned Development Ordinance

As you are aware, any recommendation from the Planning Commission shall include a proposed Planned Development Ordinance to accompany the site plan. Included with the attached application, we provide a draft Jamestown One Planned Development Ordinance for your consideration.

Planning Commission Considerations and Recommendation

During your deliberations and as you reach your recommendation, we believe the following require your review and consideration. They are listed in no particular order. We believe a recommendation of approval is likely appropriate.

- Whether the additional twenty-four (24) parking spaces is sufficient for providing additional parking
- Whether evidence of a market need for the use, economic feasibility, environmental impact assessment, fiscal impact assessment, or traffic impact study is necessary
- Whether a public hearing should be conducted by the Planning Commission on the Final Plan
- The content of the proposed Jamestown One Planned Development Ordinance
- That the Township Engineer is satisfied with the proposed plans.

The application has been scheduled for your December 15, 2020 meeting. The applicant is expected to be in attendance. If you have any questions, please let us know.

LRM

Associate Planner

Attachments

cc: Laurie Van Haitsma, Township Supervisor
Shayne Malone, Jamestown One, LLC

CHARTER TOWNSHIP OF JAMESTOWN

COUNTY OF OTTAWA, MICHIGAN

At a regular meeting of the Township Board of the Charter Township of Jamestown, held at the Township Hall, on the _____ day of _____, 2020 at 7:00 p.m.

PRESENT: Members: _____

ABSENT: Members: _____

The following Ordinance was offered by Member _____ and supported by Member _____.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE ZONING ORDINANCE
OF THE CHARTER TOWNSHIP OF JAMESTOWN

[Jamestown One Planned Development]

THE CHARTER TOWNSHIP OF JAMESTOWN, COUNTY OF OTTAWA, AND STATE OF MICHIGAN ORDAINS:

Section 1. **Planned Development.** Section 5.1 of the Zoning Ordinance of the Charter Township of Jamestown, being the Zoning Map, is hereby amended so as to rezone the following described lands from its current R-1 Residential Zoning District to a Planned Development (PD) District, in accordance with the Development Plan (defined in Section 2(a), below) of Jamestown One, LLC (the "Development"). The property is described as follows:

S 10 A OF N 20 A OF W 5/8 OF W 1/2 OF SW 1/4 EXC W 50 FT, ALSO EXC N 160 FT
SEC 9 T5N R13W

Section 2. **Terms and Conditions of the Planned Development.** The rezoning of the above-described lands to the Planned Development District, in accordance with the Development Plan is expressly subject to all of the following terms and conditions:

(a) Development Plan. The Development Plan collectively includes: A Final Planned Development Plan Review letter addressed to Ms. Lindsay R. Mohr, dated November 5, 2020, provided by Holland Engineering; Final Engineering Plans submitted by Holland Engineering with a final revision date of November 06, 2020 containing Sheet G-100 Cover Sheet, Sheet CD-101 Existing Conditions and Demo Plan, Sheet C-100 Overall Site Layout Plan, Sheet C-101 Detailed Site Layout Plan, Sheet C-201 Grading Drainage and SESC Plan, Sheet C-401 Utility Plan and Profile, Sheet C-402 Utility Plan and Profile, Sheet C-501 General Details and Notes, and Sheet L-101 Landscape Planting Plan; Narrative submitted by Shayne Malone of Jamestown One, LLC dated November 19, 2020; Architectural Floor Plans & Exterior Elevations Sheets AE1-01 and AE3-01 provided by Ghafari dated July 27, 2020; Exterior Material Schedule, undated; the Planned Development Application dated October 20, 2020; Proposed Bylaws for Jamestown One, LLC as submitted by the Developer, undated (the “Restrictions”); Five (5) pages of the Warranty Deed; collectively submitted in connection with the application for the Planned Development District rezoning for the development and as attached hereto and made a part hereof (Appendix).

(b) Nature of Development; Summary of Development Plan. The Development is comprised of: 21 new duplex units (42 dwelling units); a bicycle pathway; trees and landscaping; open space including a playground; internal drives, parking, and a storm water management basin.

The summary of the Development Plan and applicable provisions to the Development pursuant to this Ordinance are set forth in the table below:

Table 1 – Summary of Development Plan	
Total Acreage	6.55 acres
Total Residential Net Acreage	6.55 acres
Total Number of Duplex Units	42 Duplex Units
Density (based on net acreage)	6.5 units per acre
Minimum Duplex Building Separation (Foundation Wall to Foundation Wall)	15 feet
Minimum Duplex Driveway Length (Sidewalk to Garage or Roadway to Garage)	24 feet
Minimum Duplex Rear Setback	50 feet
Total Residential Open Space	24,000 square feet (8%)
Bike Path	8' Wide Bike Path Along 32 nd Avenue right-of-way Frontage
32 nd Avenue Street Trees	12 Canopy Trees; 8 Ornamental Trees; 18 Shrubs; and 8 Evergreen Trees
Side Yard Trees	16 Canopy Trees; 8 Ornamental Trees; and 16 Evergreen Trees
Rear Yard Trees	15 Evergreen Trees

(c) Boundaries and Lot Areas. The boundaries of the Development shall be shown on the Development Plan and as described in Section 2(b) of this Ordinance.

(d) Site Access and Streets. Access to the Development shall be from 32nd Avenue as shown in the Development Plan. Internal access within the Development shall be as shown in the Development Plan. The internal access driveway shall be constructed in accordance with the provisions of Section 3.28 of the Township Zoning Ordinance. All site access shall be provided prior to the issuance of a certificate of occupancy for the first duplex.

(e) Development Phasing. The Phasing of the Development shall be accomplished in the manner depicted on the Development Plan and as set forth in Section 2(b) of this Ordinance, contingent on the following;

(1) Arrangements for adequate public sanitary sewer and water utilities capacity and infrastructure shall be pursuant to a written development agreement, as more

particularly discussed in Section 2(g) of this Ordinance made between the Township and the Developer.

(2) If the applicant proposes significant changes to the approved Development Plan (as determined by the Zoning Administrator, Planner, or Chairperson of the Planning Commission) such proposed changes shall be subject to further site plan review and approval by the Planning Commission.

(f) Surface Water Drainage. Surface water runoff from the Development shall be contained as shown on the Development Plan and approved by the Township Engineer. It is the intention of this Ordinance that the storm water drainage system, including the pipes, catch basins, overland swales, drainage route and course, and detention pond as ultimately sized, designed and constructed will be adequate to handle the minimum requirements for drainage in that phase of the Development as provided in the rules promulgated by the Office of the Ottawa County Water Resource Commissioner, regardless of whether such phase is actually fully developed. The overall plans of the storm water drainage system shall be subject to approval of the Office of the Ottawa County Water Resource Commissioner. The maintenance of and improvements to the pipes, catch basins, overland swales, drainage route and course, and detention ponds shall be accomplished by the Office of the Ottawa County Water Resource Commissioner, through assessment of the property owners or other lawful means, or the same shall be accomplished by the owners of lands in the Development, through an association of such owners or other lawful means.

(g) Sanitary Sewer and Water Supply. All phases of the Development will be served by public sanitary sewer system and a public water supply system. These systems shall be constructed to the standards and specifications of Jamestown Charter Township. All plans for the

sewer system and water system shall be approved by the Township Engineer, the Superintendent of Water and Sewer, and any other agencies or authorities having legitimate jurisdiction regarding the applicable utility. The cost of construction within the Development shall be at the expense of the Developer. The costs for over-sizing, if any and for necessary off-site improvements in support of the Development shall be in accordance with the terms of a development agreement (the "Development Agreement") between the Township and the Developer to be executed pursuant to Township Ordinance. Under the Development Agreement, the Developer shall pay all costs of constructing appropriate water lines, water hydrants and valves, sewer lines, lift stations, and other water system and sanitary sewer system appurtenances within the Development, as well as the cost, if any, of extending such improvements to serve the Development. The Development Agreement shall be in such form as shall be necessary, in the reasonable opinion of the Township Board, to effectuate the purposes of this provision, and shall include a water and sewer payback agreement.

(h) Trees and Planting Strip. Trees and landscaping as shown in the Development Plan, as set forth in Section 2(b) of this Ordinance. Installation of landscaping indicated on the Development Plan for the Development shall be required to commence with the construction of the project.

(i) Pedestrian Ways. A bike path along the 32nd Avenue road frontage of the development dedicated for use by the public, as shown on the Development Plan, shall be installed as shown on the Development Plan, in accordance with Section 19.16 of the Zoning Ordinance. The bike path shall be constructed and completed prior to the issuance of a certificate of occupancy for the first duplex.

(j) Open Space. Areas represented on the Development Plan as proposed open space shall be maintained as such for the common usage and enjoyment of the owners of lots in the Development. Use of such areas shall be limited to outdoor recreation, drainage and wildlife habitat. Provisions for the perpetual maintenance of such areas by an association of owners shall be incorporated and established as part of the Restrictions.

(k) Utilities. Natural gas service, electrical service, cable television service and telephone service to the Development shall be by means of underground facilities.

(l) Bylaws. The lands in the Development and the use thereof shall be regulated pursuant to the Restrictions, which shall be recorded by the Developer. All Restrictions shall be submitted to the Township, for review by the Township attorney prior to recording and approval of individual phases of the Development. The Restrictions shall be consistent with the terms of this Ordinance and other applicable sections of the Zoning Ordinance.

(m) Association of Owners. The Restrictions may provide that an association of the owners of lots in the Development may be established, and that certain continuing expenses of maintenance and other matters shall be the responsibility of such association. All of the Restrictions and any other restrictive covenants or other provisions pertaining to establishing and operation of such association shall be submitted to the Township, for review by the Township attorney prior to the recording or implementation of any such provisions.

(n) Other Matters.

(1) Except as otherwise stated in this Ordinance, the Development shall comply with the requirements of the R-1 zoning district.

(2) The Development is subject to the comments and requirements of

the Township engineer as stated in the engineer's letter of December 2, 2020 including among others the requirements of the engineer with respect to the storm water drainage system, the sanitary sewer system, and the water supply system. The Development shall also comply with other or subsequent requirements of the Township engineer, provided the same comply with the terms of applicable Township ordinances.

(3) The Development shall comply with the requirements stated in the memorandum of the Township planner, dated November 18, 2020 and the planner's subsequent correspondence of _____, 2020 except with respect to such matters as are specified otherwise in the provisions of this Ordinance.

Section 3. **Township Board Findings.**

(a) The Township Board hereby determines that the Development, as depicted on the Development Plan, complies with, and promotes the intent and purposes, of the Zoning Ordinance.

(b) The Township Board further finds that, in accordance with Section 19.9 of the Zoning Ordinance, the Development, upon final construction and use in full compliance with all of the terms and provisions of this Ordinance and the Zoning Ordinance:

(1) will result in a recognizable and substantial benefit to the ultimate users of the project and to the community where such benefit would otherwise be unfeasible or unlikely to be achieved;

(2) in relation to underlying zoning, the proposed type and density of use in the Development will not result in a material increase in the need for public services, facilities, and utilities, and will not place a material burden on the subject or surrounding land or property owners and occupants or the natural environment;

(3) will be compatible with the General Development Plan of the Township and will be consistent with the intent and spirit of Chapter 19 of the Zoning Ordinance;

(4) in relation to underlying zoning, the Development will not result in an unreasonable negative economic impact on surrounding properties;

(5) the Development will not change the essential character of the surrounding area;

(6) the Development will be under single ownership or control such that there is a single person or entity having responsibility for completing the project in conformity with the Zoning Ordinance.

(c) The Township Board further finds that, in accordance with Section 19.11 of the Zoning Ordinance, the conditions imposed on the Development, in accordance with this Ordinance, are:

(1) designed to protect natural resources, the health, safety, and welfare, and the social and economic wellbeing of those who will use the Development, residents, and landowners immediately adjacent to the Development, and the community as a whole;

(2) related to the valid exercise of the police power, and purposes which are affected by the Development; and

(3) necessary to meet the intent and purpose of the Zoning Ordinance, are related to the standards established in the Zoning Ordinance and this Ordinance for the proposed use and are necessary to ensure compliance with those standards.

Section 4. **Enforcement.** The Township may enforce the provisions of this Ordinance and other applicable provisions of the Zoning Ordinance, Subdivision Ordinance, Building Code and other Ordinances, laws and regulations to the extent and in any manner provided by law.

Section 5. **Effective Date.** This Ordinance shall become effective seven days after its publication or seven days after the publication of a summary of its provisions in a local newspaper of general circulation.

AYES: _____

NAYS: _____

ORDINANCE DECLARED _____.

Passed and adopted by the Township Board of the Charter Township of Jamestown, County of Ottawa, Michigan, on _____, 2021, and approved by me on _____, 2021.

Laurie Van Haitsma, Supervisor
Charter Township of Jamestown

Attest:

Candy DeHaan, Township Clerk

First Reading: _____

Second Reading: _____

Ordinance becomes effective: _____

CERTIFICATE OF TOWNSHIP CLERK

I hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the Township Board of the Charter Township of Jamestown, County of Ottawa, State of Michigan, at a regular meeting held on _____, 2021, and that public notice of said meeting was given pursuant to the Open Meetings Act, being Act No. 267 of Public Acts of Michigan of 1976, as amended including in the case of a special or rescheduled meeting, notice by posting at least eighteen (18) hours prior to the time set for said meeting.

I further certify that said Ordinance has been recorded in the Ordinance Book of the Township and such recording has been authenticated by the signatures of the Supervisor and the Township Clerk.

Candy DeHaan
Township Clerk

CERTIFICATE OF PUBLICATION

I, Candy DeHaan, Township Clerk of the Charter Township of Jamestown, County of Ottawa, State of Michigan, hereby certify pursuant to MCL 42.22 that Township Ordinance No. _____ or a summary thereof, was published in the *Grand Rapids Press* on _____, 2020.

Candy DeHaan
Township Clerk

vriesman & korhorn
CIVIL ENGINEERS

December 2, 2020
0822

Via email: greg@freshcoastplanning.com

Mr. Gregory L. Ransford, MPA
Jamestown Charter Township Planner
2380 Riley Street
Hudsonville, MI 49426

RE: Jamestown One LLC Site Plan Review, 3410 32nd Avenue
Jamestown Charter Township, Ottawa County

Dear Mr. Ransford:

We have reviewed the site plan for the proposed Jamestown One development that was last revised November 6, 2020. We provide the following comments for the consideration of the applicant and the planning commission:

1. Constructing pathway along 32nd Avenue or payment in lieu of construction is required by Township ordinance. The Applicant has shown pathway along 32nd Avenue.
2. The Applicant's engineer must prepare the Township's Standard Development Contract to address the public utility extensions and pathway.
3. Work in the public right-of-way and the proposed drive entrance will require the review and approval of the Ottawa County Road Commission.
4. The Applicant shall show the address, parcel number, and owner of adjacent parcels.
5. The Applicant shall submit storm water calculations in accordance with the Ottawa County Water Resources Commissioner's Drainage Rules for the onsite storm water management system for review to our office and the Office of the Ottawa County Water Resources Commissioner.
6. The Applicant shall demonstrate compliance with Jamestown Zoning Ordinance Section 15.6.C in reference to the detention basin special design characteristics.
7. A 16" watermain is required and shown along the project's 32nd Avenue frontage. This watermain will be eligible for oversizing reimbursement and frontage availability paybacks.

8. The Applicant shall show the existing water and sanitary sewer stubs from the plat to the east and their associated easements. Label the easements with instrument number.
9. Public watermain is available at a watermain stub approximately 270' south of the Development's southeast property corner. The Applicant shall work with the neighboring property to secure a watermain easement.
10. The exact sizes and locations of watermain and sanitary sewer mains and locations of manholes, valves, hydrants, and other appurtenances will be reviewed as part of the detailed construction plan review process.
11. The Applicant shall show private utility lines where applicable.
12. We recommend the Applicant contact the Township Water and Sewer Department to review water and sewer connection fees for the property.

Thank you for your consideration in this matter. If you have any questions or concerns, please do not hesitate to call.

Sincerely,

vriesman & korhorn



Nathan Vriesman, P.E.

NMV/avp

- c. Ms. Laurie Van Haitsma, Jamestown Township Supervisor
Mr. Dean Smith, Jamestown Township Planning Commission Chairman
Mr. Steve Boss, Jamestown Township Water and Sewer Superintendent
Mr. John Gutierrez, P.E., Ottawa County Road Commission
Mr. Joe Bush, Ottawa County Water Resources Commissioner
Mr. Ryan T. Ysseldyke, P.E., Holland Engineering
Mr. Shayne Malone, Malone Development
Ms. Lindsay R. Mohr, Fresh Coast Planning
Mr. Aaron Van Proyen, P.E., Vriesman & Korhorn Civil Engineers

To: Jamestown Township Planning
2380 Riley St.
Hudsonville, MI 49426

November 19, 2020

From: Malone Development (Jamestown One LLC)
822 Cherry St. SE Suite 204
Grand Rapids, MI 49506

Re: Planned Development Proposal (PD)
3410 32nd Ave.
Jamestown Township, MI 49426

Jamestown Township Planning,

We are submitting our Planned Development request for the property located at 3410 32nd Ave. According to Chapter 9 of the ordinance, Planned Development regulations, we understand the zoning code allows 6.5 units per acre. Our site plan consists of 42 units, designed as duplexes. This request is 6.5 units per acre.

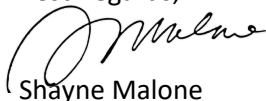
In order to provide more buffer and screening to the adjacent residential uses, we are proposing a 50' building setback for both side and rear yards. Additionally, we are proposing a park space near the east end of the project for the benefit of the residents.

As the engineer of record for this project, Ryan T. Ysseldyke, P.E. will ensure that public water, sanitary sewer and stormwater drainage will be provided for this development. Based on our understanding, and confirmed by the Township Engineer, public water and sanitary sewer are available to serve this site existing stubs out of the Jamesfield development to the east. We understand that this will need to be brought through the development and into 32nd Avenue for use by other developments in the future. Sizing and construction will be in accordance with the current Jamestown BPW specification. Stormwater will be managed within the development and detained for a controlled release in accordance with the current Ottawa County Water resources standards.

Depending on weather, we will plan to build this project in either one Phase or two Phases. If we are able to begin work early in the spring, then we would plan to build the entire project in one Phase. If the project begins later in 2021, we may be in a position of building one Phase first before initiating the second Phase.

Our goal is to work towards creating a high-quality project, that enhances the neighborhood for residents in the area.

Best Regards,



Shayne Malone
Jamestown One LLC

JAMESTOWN ONE

3410 32ND AVE
HUDSONVILLE, MI, 49426

ZONING

1. PROPERTY IS CURRENTLY ZONED R-1, MASTER PLANNED R-2 MEDIUM DENSITY RESIDENTIAL
- 1.1. R-1 SETBACKS:
- 1.1.1. FRONT: 50'
- 1.1.2. SIDE: 15' MIN. TOTAL OF BOTH 35'
- 1.1.3. REAR: 50'
- 1.2. R-2 SETBACKS:
- 1.2.1. FRONT: 35'
- 1.2.2. SIDE: 10' MIN. TOTAL OF BOTH 25'
- 1.2.3. REAR: 50'
2. REQUESTED ZONING IS PUD
- 2.1. PROPOSED SETBACKS:
- 2.1.1. FRONT: 50'
- 2.1.2. SIDE: 40', TOTAL OF BOTH 80'
- 2.1.3. REAR: 50'
3. PUD MAXIMUM DENSITY IS 6.5 DU / ACRE
4. PROPOSED PUD: 6.55 ACRES (285,200 SF) TOTAL AREA
- 4.1. DUPLEX UNITS:
- 4.1.1. 6.55 ACRES x 6.5 DU = 42.58 DU ALLOWED
- 4.1.2. PROPOSED: 6.41 DU PER ACRE, 21 DUPLEX UNITS (42 DWELLING UNITS)
- 4.1.3. PUD INCLUDES LARGER FRONT & SIDE SETBACKS AND PROPOSED 24,000+/-SF OPEN SPACE PARK.

Jamestown One LLC
PUD Statement:

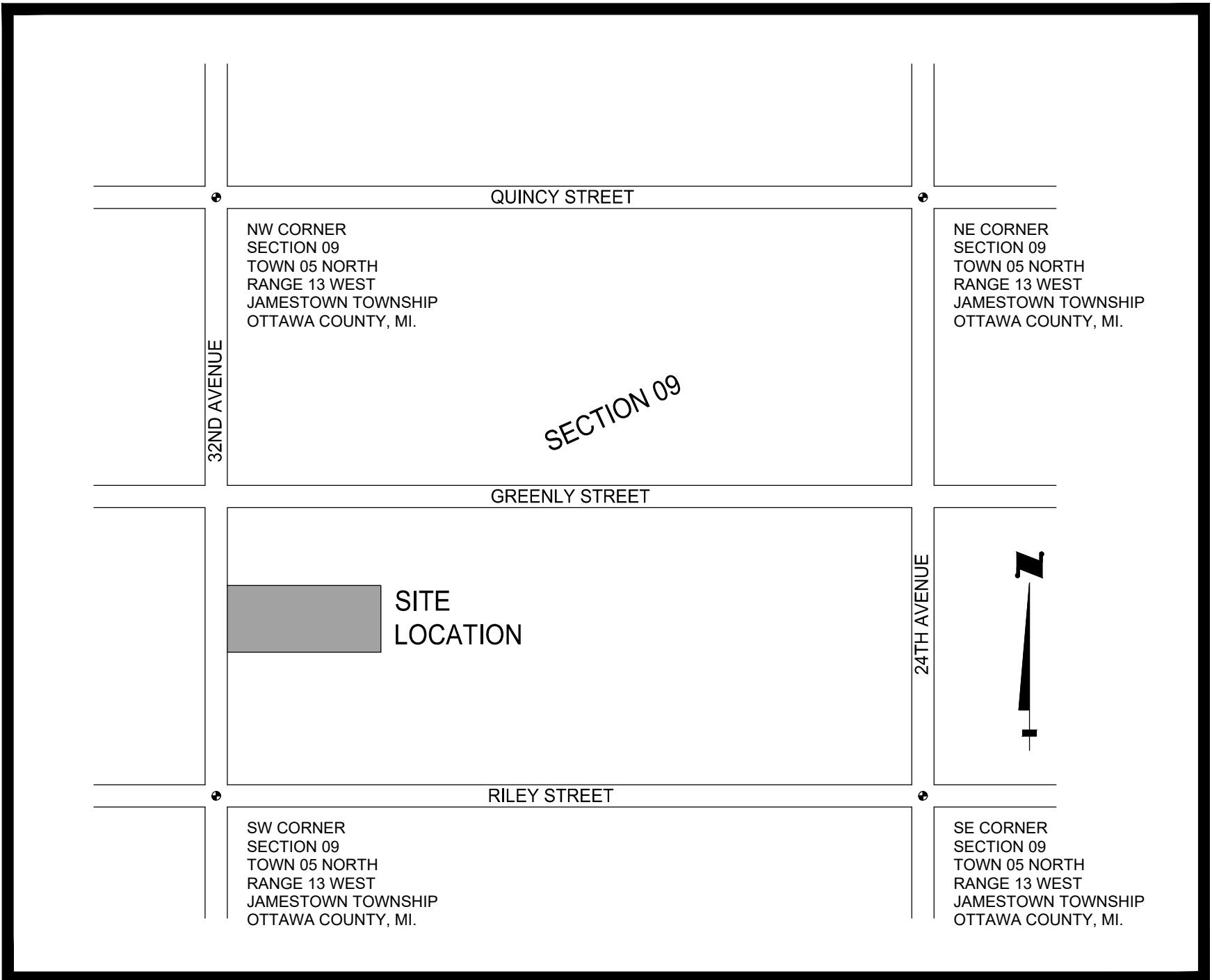
The parcel is currently zoned R-1 and is master planned Medium Density Residential (R-2). The proposed PUD will meet or exceed all requirements of the PUD ordinance and the master planned R-2 zoning including:

- An increase in front yard setback from 35' to 50'
- An increase in side yard setback from 10' minimum, 25' total to 40' minimum
- Meeting the rear yard setback requirement of 50'
- Meeting the PUD maximum density of 6.5 dwelling units per acre
- Meeting or exceeding the landscape buffer yard requirements
- Proposed buildings are 2-story duplex units which exceed the minimum floor area of 1,080 sqft (624 minimum on the first floor).
- Along with providing over 24,000 sqft of park space for the benefit of the residents

DESCRIPTION

PPN: 70-18-09-300-022

LEGAL DESCRIPTION FROM TAX RECORDS:
THE SOUTH 10 ACRES OF THE NORTH 20 ACRES OF THE WEST 5/8 OF THE WEST 1/2 OF THE SOUTHWEST 1/4, EXCEPT THE WEST 50 FEET, ALSO EXCEPT THE NORTH 160 FEET, SECTION 9, T5N, R13W, JAMESTOWN TOWNSHIP, OTTAWA COUNTY, MICHIGAN.



LOCATION MAP NOT TO SCALE

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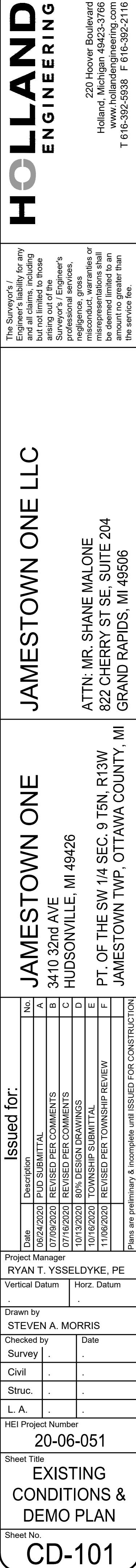
SHEET G-100	COVER SHEET
SHEET CD-101	EXISTING CONDITIONS & DEMO PLAN
SHEET C-100	OVERALL SITE LAYOUT PLAN
SHEET C-101	DETAILED SITE LAYOUT PLAN
SHEET C-201	GRADING, DRAINAGE & SESC PLAN
SHEET C-401	UTILITY PLAN & PROFILE
SHEET C-402	UTILITY PLAN & PROFILE
SHEET C-501	GENERAL DETAILS & NOTES
SHEET L-101	LANDSCAPE PLANTING PLAN

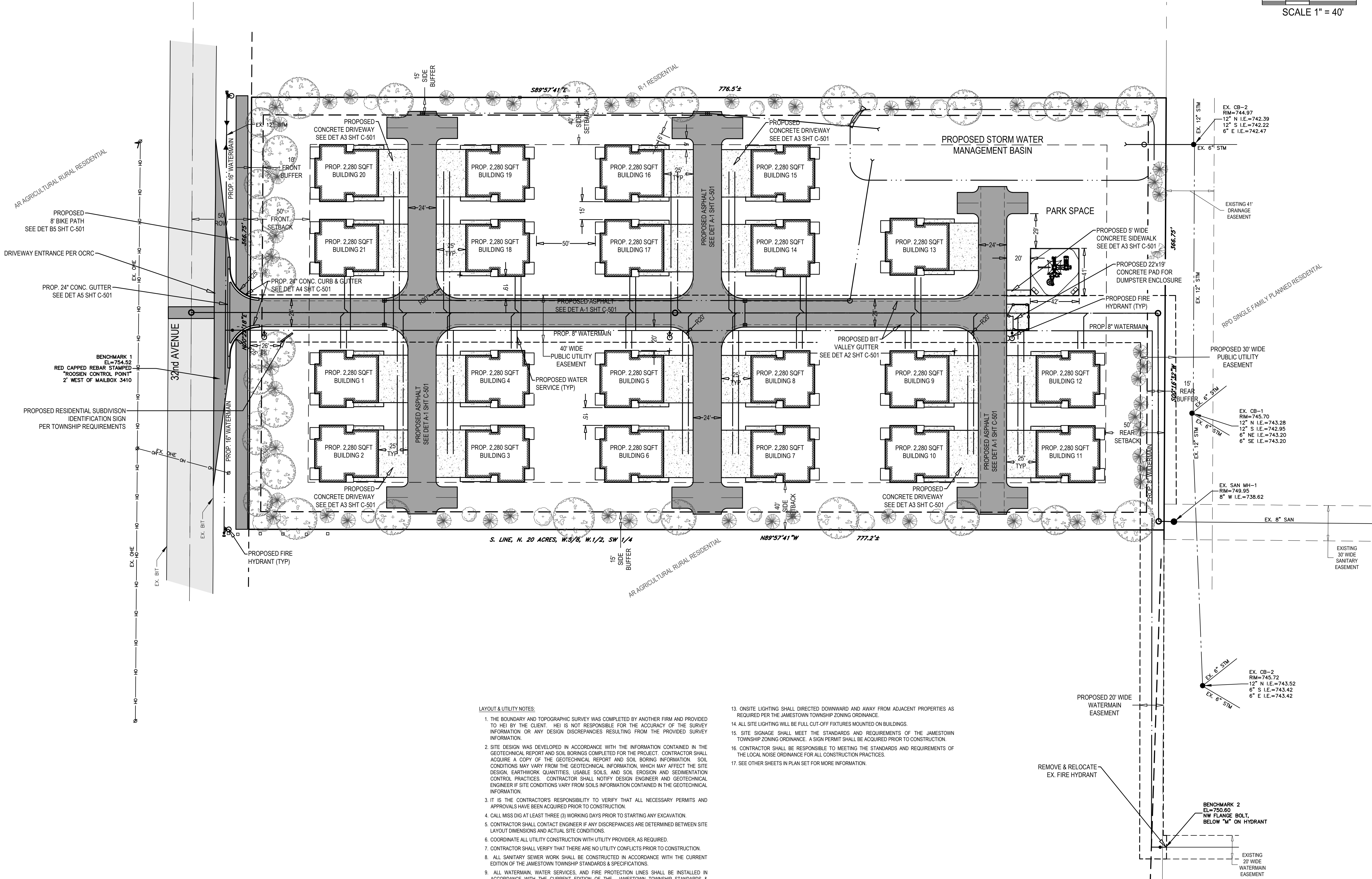
LEGEND

SECTION CORNER	GUARD POST	PROPOSED PAVEMENT
SANITARY CLEANOUT	LIGHT POLE	EXISTING PAVEMENT
MANHOLE	SIGN	PAVEMENT REMOVAL
YARD BASIN	AIR CONDITIONING UNIT	PROPOSED CONCRETE
CATCH BASIN	ELECTRIC METER	EXISTING CONCRETE
CULVERT END	UTILITY POLE	PROPOSED GRAVEL
WATER VALVE	GUY	EXISTING GRAVEL
HYDRANT	FLAG	GUARD RAIL
WELL	SOIL BORING	CHAIN LINK FENCE
SPOT GRADE	FIBER OPTICS MARKER	WOOD FENCE
FLOW ARROW	CABLE TV MARKER	WIRE FENCE
HANDICAP PARKING MARKER	TELEPHONE MARKER	ELECTRICAL LINE
	TELEPHONE PEDESTAL	GAS LINE
	DECIDUOUS TREE	TELEPHONE LINE
		STORM SEWER
		SANITARY SEWER
		WATERMAIN
		BUILDING SETBACK LINE
		EXISTING CONTOUR
		PROPOSED CONTOUR
		EASEMENT LINE
		FIBER OPTIC LINE
		OVERHEAD UTILITY
		TREE LINE



Issued for:		No.	Date
	PUD SUBMITTAL	A	06/04/2020
	REVISED PER COMMENTS	B	07/09/2020
	REVISED PER COMMENTS	C	07/16/2020
	80% DESIGN DRAWINGS	D	10/13/2020
	TOWNSHIP SUBMITTAL	E	10/16/2020
	REVISED PER TOWNSHIP REVIEW	F	11/06/2020
Plans are preliminary & incomplete until ISSUED FOR CONSTRUCTION			
Project Manager			
RYAN T. YSSELDYKE, PE			
Vertical Datum		Horz. Datum	
Drawn by			
STEVEN A. MORRIS			
Checked by		Date	
Survey			
Civil			
Struc.			
L. A.			
HEI Project Number			
20-06-051			
Sheet Title			
COVER SHEET			
Sheet No.			
G-100			





LAYOUT & UTILITY NOTES:

- THE BOUNDARY AND TOPOGRAPHIC SURVEY WAS COMPLETED BY ANOTHER FIRM AND PROVIDED TO HEI BY THE CLIENT. HEI IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY INFORMATION OR ANY DESIGN DISCREPANCIES RESULTING FROM THE PROVIDED SURVEY INFORMATION.
- SITE DESIGN WAS DEVELOPED IN ACCORDANCE WITH THE INFORMATION CONTAINED IN THE GEOTECHNICAL REPORT AND SOIL BORINGS COMPLETED FOR THE PROJECT. CONTRACTOR SHALL ACQUIRE A COPY OF THE GEOTECHNICAL REPORT AND SOIL BORING INFORMATION. SOIL CONDITIONS MAY VARY FROM THE GEOTECHNICAL INFORMATION, WHICH MAY AFFECT THE SITE DESIGN, EARTHWORK QUANTITIES, USABLE SOILS, AND SOIL EROSION AND SEDIMENTATION CONTROL PRACTICES. CONTRACTOR SHALL NOTIFY DESIGN ENGINEER AND GEOTECHNICAL ENGINEER IF SITE CONDITIONS VARY FROM SOILS INFORMATION CONTAINED IN THE GEOTECHNICAL INFORMATION.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT ALL NECESSARY PERMITS AND APPROVALS HAVE BEEN ACQUIRED PRIOR TO CONSTRUCTION.
- CALL MISS DIG AT LEAST THREE (3) WORKING DAYS PRIOR TO STARTING ANY EXCAVATION.
- CONTRACTOR SHALL CONTACT ENGINEER IF ANY DISCREPANCIES ARE DETERMINED BETWEEN SITE LAYOUT DIMENSIONS AND ACTUAL SITE CONDITIONS.
- COORDINATE ALL UTILITY CONSTRUCTION WITH UTILITY PROVIDER, AS REQUIRED.
- CONTRACTOR SHALL VERIFY THAT THERE ARE NO UTILITY CONFLICTS PRIOR TO CONSTRUCTION.
- ALL SANITARY SEWER WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT EDITION OF THE JAMESTOWN TOWNSHIP STANDARDS & SPECIFICATIONS.
- ALL WATERMAIN, WATER SERVICES, AND FIRE PROTECTION LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE CURRENT EDITION OF THE JAMESTOWN TOWNSHIP STANDARDS & SPECIFICATIONS.
- ALL WORK WITHIN THE PUBLIC ROAD RIGHT-OF-WAY WILL REQUIRE A PERMIT AND OR APPROVAL FROM THE OCRC AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT EDITION OF THEIR STANDARDS & SPECIFICATIONS.
- COORDINATE ALL SIGNAGE REMOVAL AND RELOCATION WITHIN THE RIGHT-OF-WAY WITH OCRC.
- REFER TO ARCHITECTURAL DRAWINGS FOR BUILDING DIMENSIONS. BUILDING SHALL BE STAKED BASED ON FOUNDATION PLAN. CONTRACTOR SHALL NOTIFY ENGINEER IF THERE ARE DISCREPANCIES BETWEEN THE BUILDING AND SITE DRAWINGS.

- ON-SITE LIGHTING SHALL BE DIRECTED DOWNWARD AND AWAY FROM ADJACENT PROPERTIES AS REQUIRED PER THE JAMESTOWN TOWNSHIP ZONING ORDINANCE.
- ALL SITE LIGHTINGS WILL BE FULL CUT-OFF FIXTURES MOUNTED ON BUILDINGS.
- SITE SIGNAGE SHALL MEET THE STANDARDS AND REQUIREMENTS OF THE JAMESTOWN TOWNSHIP ZONING ORDINANCE. A SIGN PERMIT SHALL BE ACQUIRED PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE TO MEETING THE STANDARDS AND REQUIREMENTS OF THE LOCAL NOISE ORDINANCE FOR ALL CONSTRUCTION PRACTICES.
- SEE OTHER SHEETS IN PLAN SET FOR MORE INFORMATION.

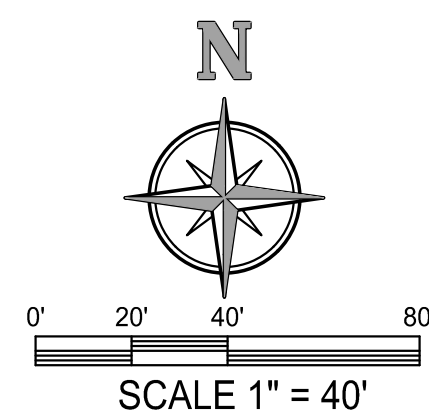
JAMESTOWN ONE LLC

ATTN: MR. SHANE MALONE
822 CHERRY ST SE, SUITE 204
GRAND RAPIDS, MI 49506

JAMESTOWN ONE

3410 32nd AVE
HUDSONVILLE, MI 49426
PT. OF THE SW 1/4 SEC. 9 T5N, R13W
JAMESTOWN TWP, OTTAWA COUNTY, MI

Issued for:		Project Manager	
No.	Description	RYAN T. YSSELDYKE, PE	
A	PUD SUBMITTAL	Vertical Datum	Horz. Datum
B	REVISED PER COMMENTS	Drawn by	STEVEN A. MORRIS
C	REVISED PER COMMENTS	Checked by	Survey
D	80% DESIGN DRAWINGS	Survey	Date
E	TOWNSHIP SUBMITTAL	Civil	
F	REVISED PER TOWNSHIP REVIEW	Struc.	
Plans are preliminary & incomplete until ISSUED FOR CONSTRUCTION		L. A.	
HEI Project Number		20-06-051	
Sheet Title		DETAILED SITE LAYOUT PLAN	
Sheet No.		C-101	



GRADING & STORM SEWER NOTES:

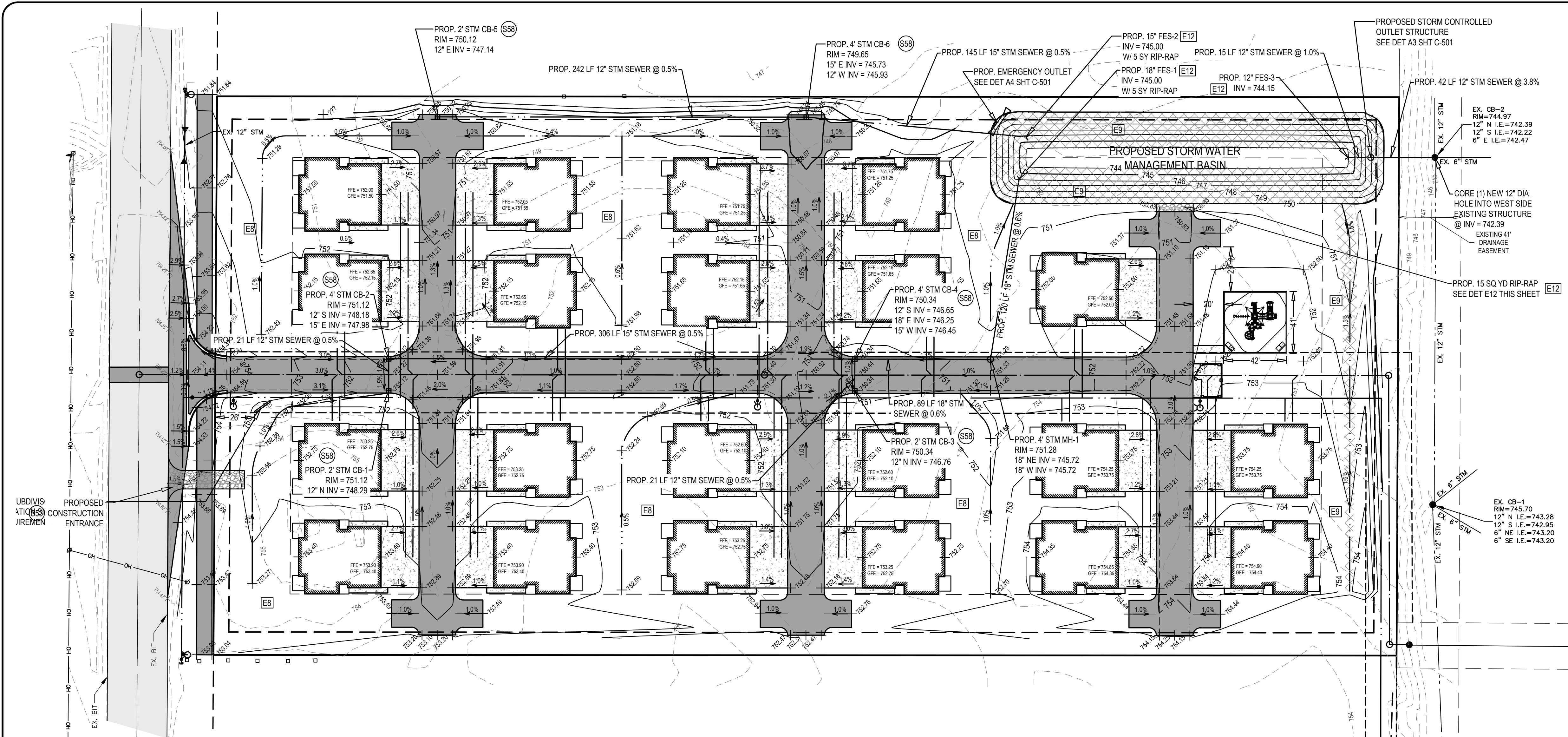
1. THE BOUNDARY AND TOPOGRAPHIC SURVEY WAS COMPLETED BY ANOTHER FIRM AND PROVIDED TO HEI BY THE CLIENT. HEI IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY INFORMATION OR ANY DESIGN DISCREPANCIES RESULTING FROM THE PROVIDED SURVEY INFORMATION.
2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT ALL NECESSARY PERMITS AND APPROVALS HAVE BEEN ACQUIRED PRIOR TO CONSTRUCTION.
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4. CALL MISS DIG AT LEAST THREE (3) WORKING DAYS PRIOR TO STARTING ANY EXCAVATION.
5. CONTRACTOR SHALL VERIFY THAT THERE ARE NO UTILITY CONFLICTS PRIOR TO CONSTRUCTION.
6. ALL WORK WITHIN THE RIGHT-OF-WAY WILL REQUIRE A PERMIT AND OR APPROVAL FROM OCRC AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT EDITION OF THEIR STANDARDS & SPECIFICATIONS.
7. STORM WATER MANAGEMENT SYSTEM AND GRADING SHALL BE IN ACCORDANCE WITH THE OTTAWA COUNTY WATER RESOURCES COMMISSION STORM WATER ORDINANCE.
8. SITE CONTRACTOR RESPONSIBLE TO CONNECT STORM / ROOF WATER TO STORM DRAIN AS SHOWN. REFER TO PLUMBING PLANS FOR CONNECTION TO THE BUILDING AND DETAILS.
9. SITE SHALL BE GRADED WITH SMOOTH CONTOURS IN ALL AREAS OF DISTURBANCE AND GRADED TO SLOPE AWAY FROM THE EXISTING AND PROPOSED BUILDINGS AND SIDEWALKS.
10. ALL STORM SEWER PIPING SHALL BE ADS N-12, HANCOR H-Q OR APPROVED EQUIVALENT POLYETHYLENE (PE) PLASTIC PIPE AND FITTINGS, UNLESS OTHERWISE NOTED. WHERE SPECIFIED IN THE PLANS, CONCRETE CLASS IV PIPE WITH RUBBER GASKETS IS REQUIRED.
11. SEE OTHER SHEETS IN PLAN SET FOR MORE INFORMATION.

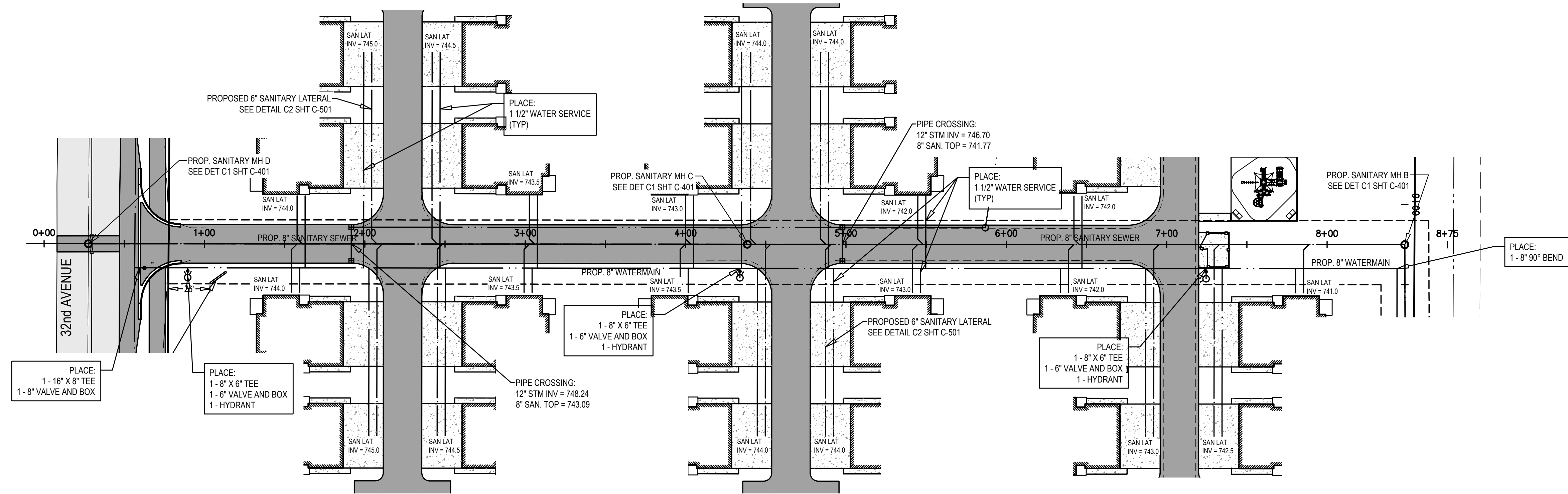
STORM WATER DETENTION BASIN NOTES:

1. CONTRACTOR SHALL OBTAIN ALL NECESSARY STATE AND LOCAL PERMITS AS NECESSARY FOR CONSTRUCTION.
2. CALL MISS DIG AT LEAST THREE (3) WORKING DAYS PRIOR TO STARTING ANY EXCAVATION.
3. THIS PROJECT RELIES ON THE INFILTRATION OF RUNOFF TO PROVIDE STORMWATER MANAGEMENT FOR THE SITE IMPROVEMENTS. THEREFORE, ALL APPROPRIATE MEASURES SHALL BE TAKEN TO MINIMIZE COMPACTION OF ONSITE SOILS IN THE AREA OF THE INFILTRATION BASIN AND/OR INFILTRATION TRENCHES.
4. CONTRACTOR SHALL CONSTRUCT SIDE SLOPES OF THE STORM WATER INFILTRATION BASIN UTILIZING A BOBCAT OR SMALL MECHANIZED EQUIPMENT IN AN EFFORT TO MAINTAIN THE INFILTRATION PROPERTIES OF THE SIDE SLOPES.
5. IF THE WATER TABLE IS ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY TO VERIFY THAT THE WATER TABLE ELEVATION UTILIZED IN THE DESIGN MATCHES THE WATER TABLE ELEVATION WITNESSED ONSITE DURING CONSTRUCTION.
6. ONSITE SOILS WITHIN THE LIMITS OF THE INFILTRATION BASIN WERE DETERMINED TO BE CLAY. SHOULD CONTRACTOR ENCOUNTER OTHER SOILS WITHIN THE LIMITS OF THE STORM WATER INFILTRATION BASIN AND/OR INFILTRATION TRENCHES, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY SO THAT DESIGN CHANGES CAN BE MADE AS NECESSARY.
7. STORM WATER MANAGEMENT BASIN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE OCWRC MOST CURRENT STANDARDS AND REQUIREMENTS.
8. NO FILL OR ORGANIC MATERIAL SHALL BE PLACED WITHIN THE INFILTRATION BASIN, WITH THE EXCEPTION OF THE TOPSOIL AND SEED.
9. FOLLOWING CONSTRUCTION COMPLETION, THE CONTRACTOR SHALL REMOVE ANY SILT OR SEDIMENT THAT HAS ACCUMULATED IN THE STORM WATER INFILTRATION BASIN PRIOR TO FINAL RESTORATION.
10. THE STORM WATER MANAGEMENT BASIN WAS DESIGNED TO PROVIDE CAPACITY FOR 37,442 CUBIC FEET OF STORAGE. CONTRACTOR SHALL CONSTRUCT BASIN PER THE DESIGN DRAWINGS TO ACHIEVE THIS STORAGE VOLUME.
11. FOLLOWING CONSTRUCTION OF THE STORM WATER MANAGEMENT BASIN, CONTRACTOR SHALL NOTIFY ENGINEER TO COMPLETE A SURVEY OF THE CONSTRUCTED STORM WATER MANAGEMENT SYSTEM AND PREPARE STORM WATER AS-BUILT DRAWINGS AS REQUIRED PER THE OCWRC STANDARDS AND REQUIREMENTS.
12. AFTER FINAL RESTORATION AND PROJECT COMPLETION, PROPERTY OWNER SHALL COMPLETE MAINTENANCE AND CLEANING PER THE SIGNED MAINTENANCE AGREEMENT.
13. SEE OTHER SHEETS IN PLAN SET FOR MORE INFORMATION.

SESC NOTES:

1. CONTRACTOR SHALL OBTAIN ALL STATE AND LOCAL PERMITS AS NECESSARY FOR CONSTRUCTION.
2. SITE DESIGN WAS DEVELOPED IN ACCORDANCE WITH THE INFORMATION CONTAINED IN THE GEOTECHNICAL REPORT AND SOIL BORINGS COMPLETED FOR THE PROJECT. CONTRACTOR SHALL ACQUIRE A COPY OF THE GEOTECHNICAL REPORT AND SOIL BORING INFORMATION. SOIL CONDITIONS MAY VARY FROM THE GEOTECHNICAL INFORMATION, WHICH MAY AFFECT THE SITE DESIGN, EARTHWORK QUANTITIES, USABLE SOILS, AND SOIL EROSION AND SEDIMENTATION CONTROL PRACTICES. CONTRACTOR SHALL NOTIFY DESIGN ENGINEER AND GEOTECHNICAL ENGINEER IF SITE CONDITIONS VARY FROM SOILS INFORMATION CONTAINED IN THE GEOTECHNICAL INFORMATION.
3. CONTRACTOR IS RESPONSIBLE TO ACQUIRE THE OCWRC SOIL EROSION AND SEDIMENTATION CONTROL PERMIT AND THE NPDES NOTICE OF COVERAGE AND COMPLY WITH ALL PERMIT REQUIREMENTS AND WITH ALL STANDARDS AND REQUIREMENTS OF THE AGENCIES HAVING JURISDICTION.
4. BEST MANAGEMENT PRACTICES SHALL BE UTILIZED DURING AND AFTER CONSTRUCTION FOR TEMPORARY AND PERMANENT SOIL EROSION AND SEDIMENTATION CONTROL MEASURES.
5. CONTRACTOR SHALL PROVIDE A CERTIFIED STORM WATER OPERATOR FROM CONSTRUCTION COMMENCEMENT THROUGH FINAL SITE STABILIZATION.
6. THE TEMPORARY SOIL EROSION CONTROL MEASURES SHALL BE INSPECTED AND MAINTAINED WEEKLY AND AFTER EACH SIGNIFICANT RAIN EVENT IN ACCORDANCE WITH THE EOLE REQUIREMENTS.
7. CALL MISS DIG AT LEAST THREE (3) WORKING DAYS PRIOR TO STARTING ANY EXCAVATION.
8. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE JAMESTOWN TOWNSHIP AND OTTAWA COUNTY ROAD COMMISSION STANDARDS AND SPECIFICATIONS.
9. SOIL EROSION CONTROL MEASURES SHALL BE PLACED PRIOR TO EARTH MOVING OR GROUND DISTURBANCE AND REMAIN IN PLACE UNTIL FINAL RESTORATION HAS BEEN ESTABLISHED.
10. THE STORM WATER MANAGEMENT BASIN SHALL BE CONSTRUCTED FIRST. CONTRACTOR IS RESPONSIBLE TO REMOVE SEDIMENT FROM BOTTOM OF DETENTION BASIN UNTIL THE SITE IS FULLY STABILIZED.
11. ALL FOREIGN MATERIAL OR DEBRIS FROM JOB SITE WHICH IS DEPOSITED ON PAVED ROADWAY SHALL BE REMOVED IMMEDIATELY.
12. THE PAVED ROADWAY SHALL BE SWEEPED CLEAN AS NEEDED, BUT AT LEAST ONCE A WEEK.
13. TEMPORARY CONSTRUCTION ENTRANCES SHALL BE PLACED AS LOCATED ON THE DEMOLITION SHEET (CD-101).
14. SOIL EROSION CONTROL MEASURES ARE THE RESPONSIBILITY OF THE CONTRACTOR DURING CONSTRUCTION AND THE OWNER UPON COMPLETION.
15. CONTRACTOR SHALL PHASE THE PLACEMENT OF THE SOIL EROSION CONTROL MEASURES AS NECESSARY FOR THE SITE IMPROVEMENTS WITHIN THE LIMITATIONS OF THE AS-ACQUIRED SOIL EROSION CONTROL PERMIT.
16. STOCKPILE AREAS SHALL BE STABILIZED WITH TEMPORARY OR PERMANENT SEED IN ACCORDANCE WITH THE OCWRC SOIL EROSION AND SEDIMENTATION CONTROL REQUIREMENTS. ALL EXCESS SPOILS SHALL BE REMOVED FROM SITE.
17. ALL EXCESS SPOILS SHALL BE HAULED OFFSITE AND LEGALLY PLACED IN AN UPLAND AREA NOT ENCOMBERED BY WETLANDS OR FLOODPLAIN.
18. THERE SHALL BE NO EARTH MOVEMENT OR DISTURBANCE OUTSIDE THE LIMITS OF DISTURBANCE WITHOUT PRIOR AUTHORIZATION FROM THE OCWRC.
19. THE MINIMUM AMOUNT OF SOIL EROSION AND SEDIMENTATION CONTROL MEASURES ARE SHOWN THE DRAWINGS. CONTRACTOR SHALL PROVIDE ADDITIONAL CONTROL MEASURES, MAINTENANCE, AND/OR STABILIZATION MEASURES AS NECESSARY FOR CONSTRUCTION ACTIVITIES.
20. SEE OTHER SHEETS IN PLAN SET FOR MORE INFORMATION.

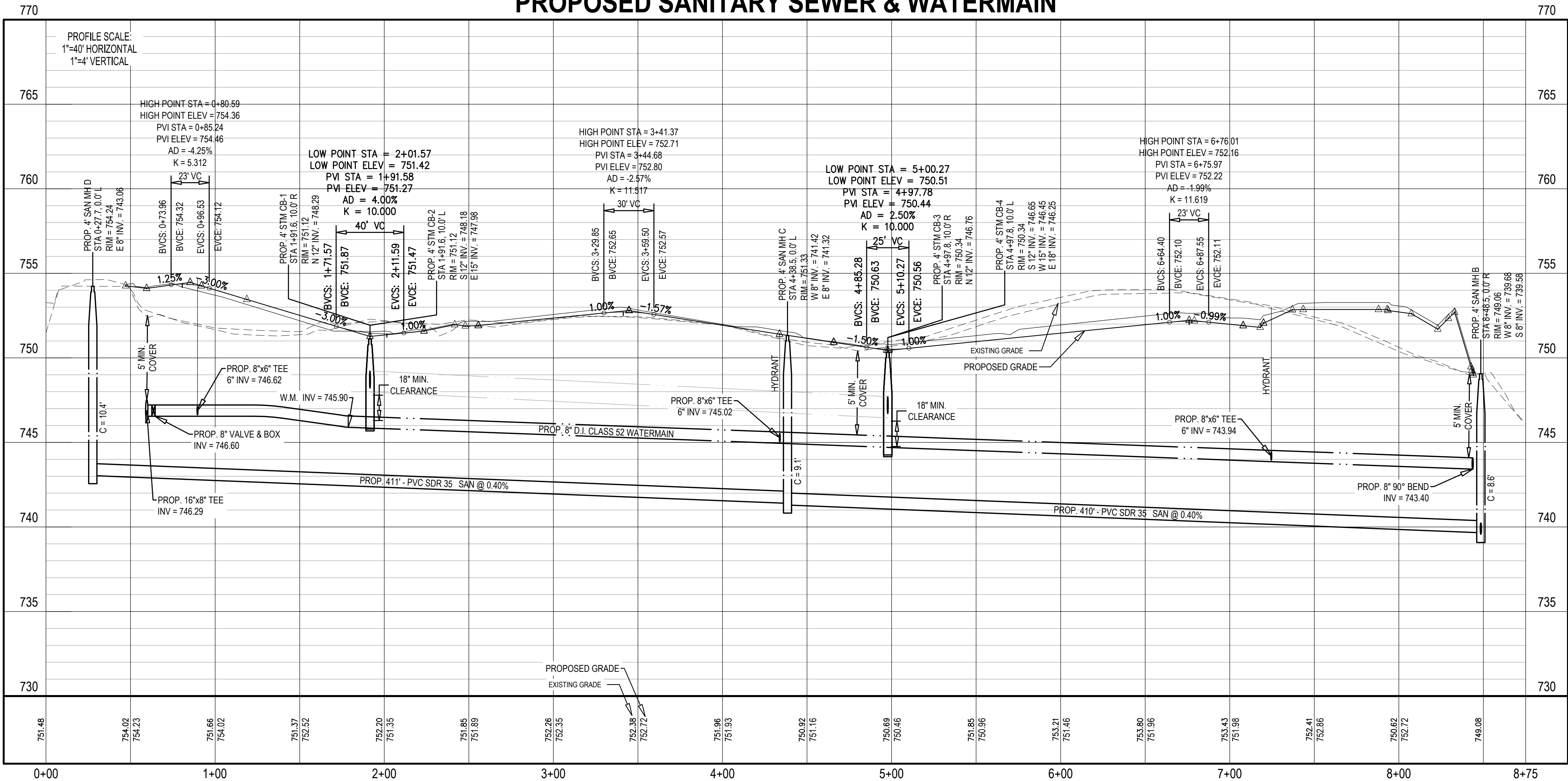




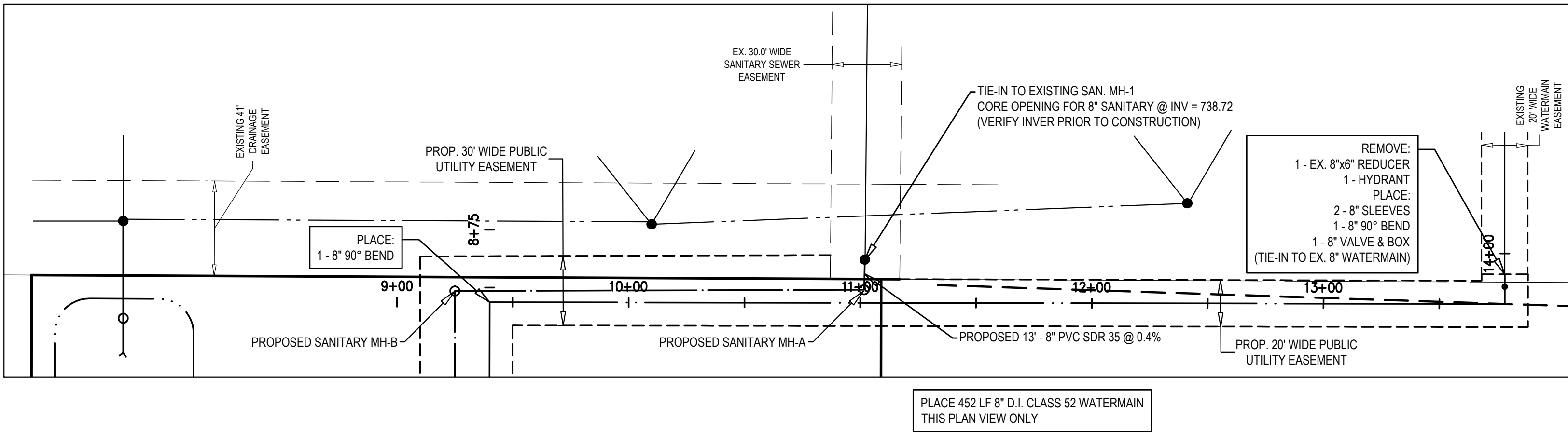
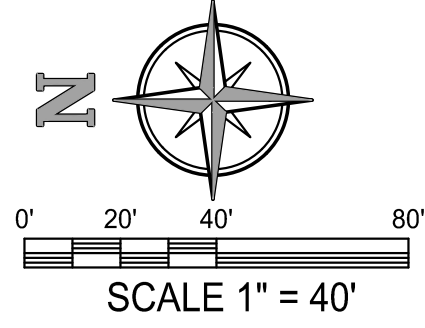
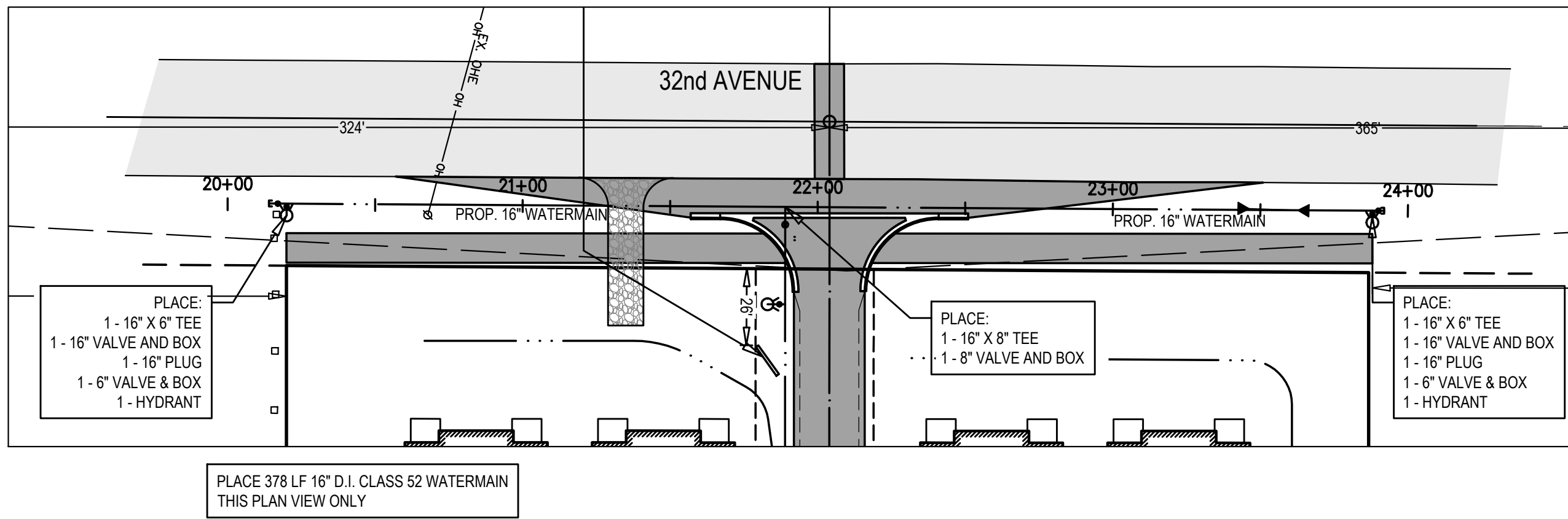
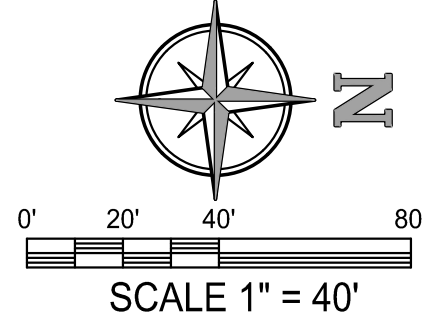
PLACE 787 LF 8" D.I. CLASS 52 WATERMAIN
THIS SHEET ONLY

PLACE 1,477 LF 1 1/2" WATER SERVICE LINE
THIS SHEET ONLY

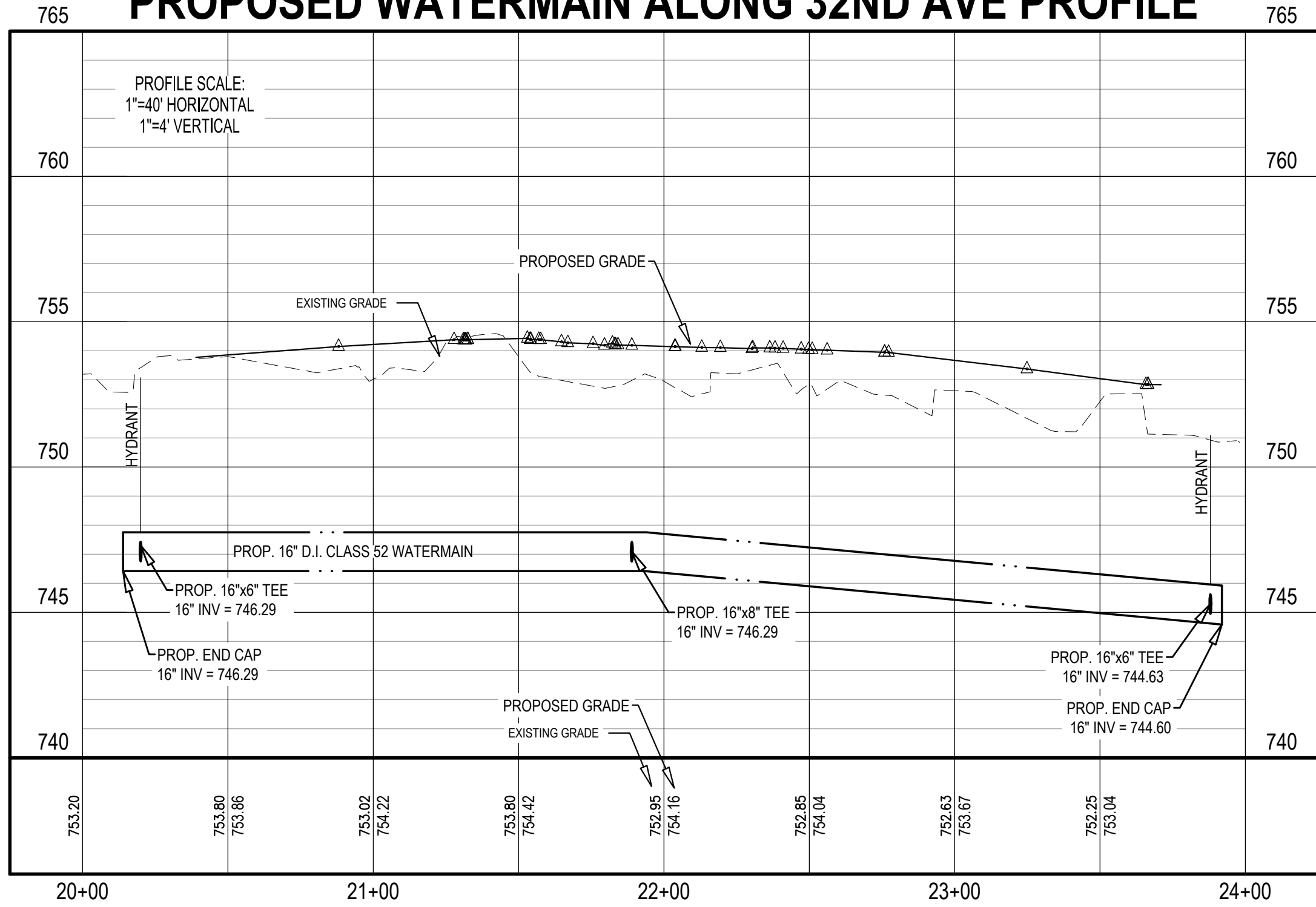
PROPOSED SANITARY SEWER & WATERMAIN



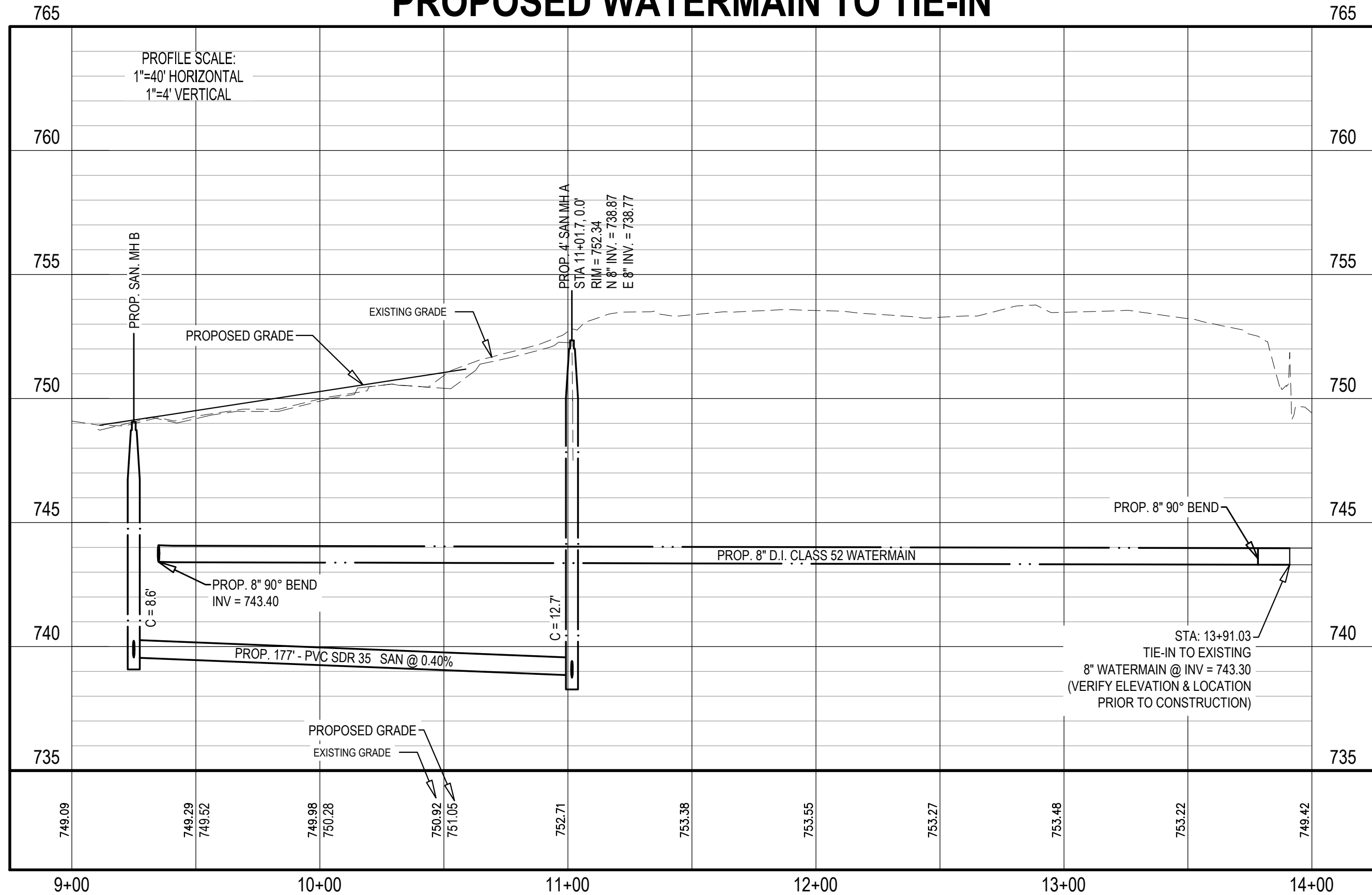
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Description		A	06/24/2020
PUD SUBMITTAL		B	07/09/2020
REVISED PER COMMENTS		C	07/16/2020
REVISED PER COMMENTS		D	10/13/2020
80% DESIGN DRAWINGS		E	10/16/2020
TOWNSHIP SUBMITTAL		F	11/06/2020
REVISED PER TOWNSHIP REVIEW			
Plans are preliminary & incomplete until ISSUED FOR CONSTRUCTION			
Project Manager			
RYAN T. YSSELDYKE, PE			
Vertical Datum		Horz. Datum	
Drawn by			
STEVEN A. MORRIS			
Checked by		Date	
Survey			
Civil			
Struc.			
L. A.			
HEI Project Number			
20-06-051			
Sheet Title			
UTILITY PLAN AND PROFILE			
Sheet No.			
C-401			



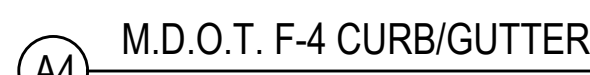
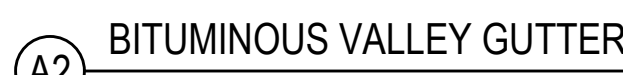
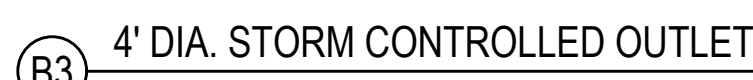
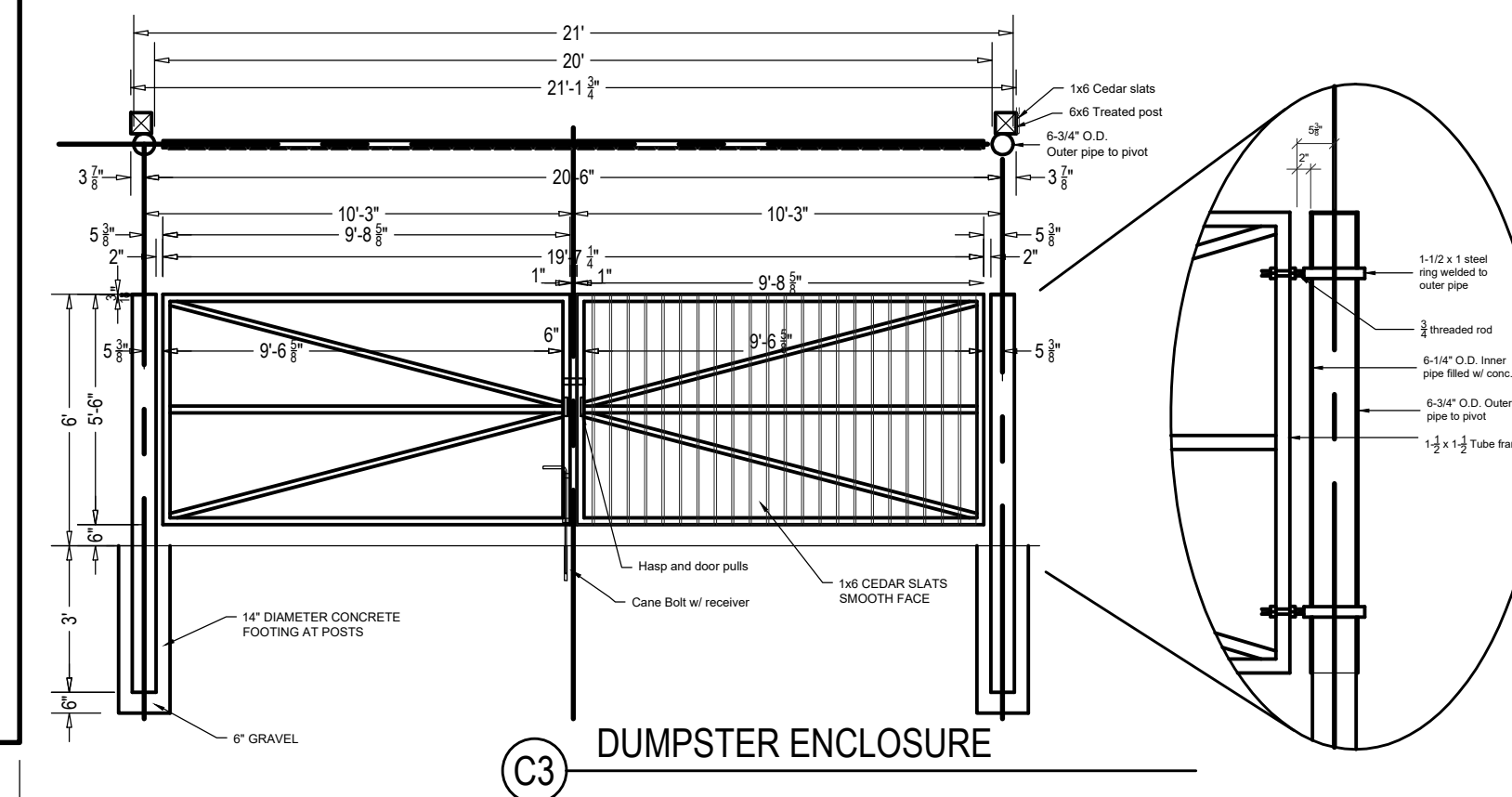
PROPOSED WATERMAIN ALONG 32ND AVE PROFILE



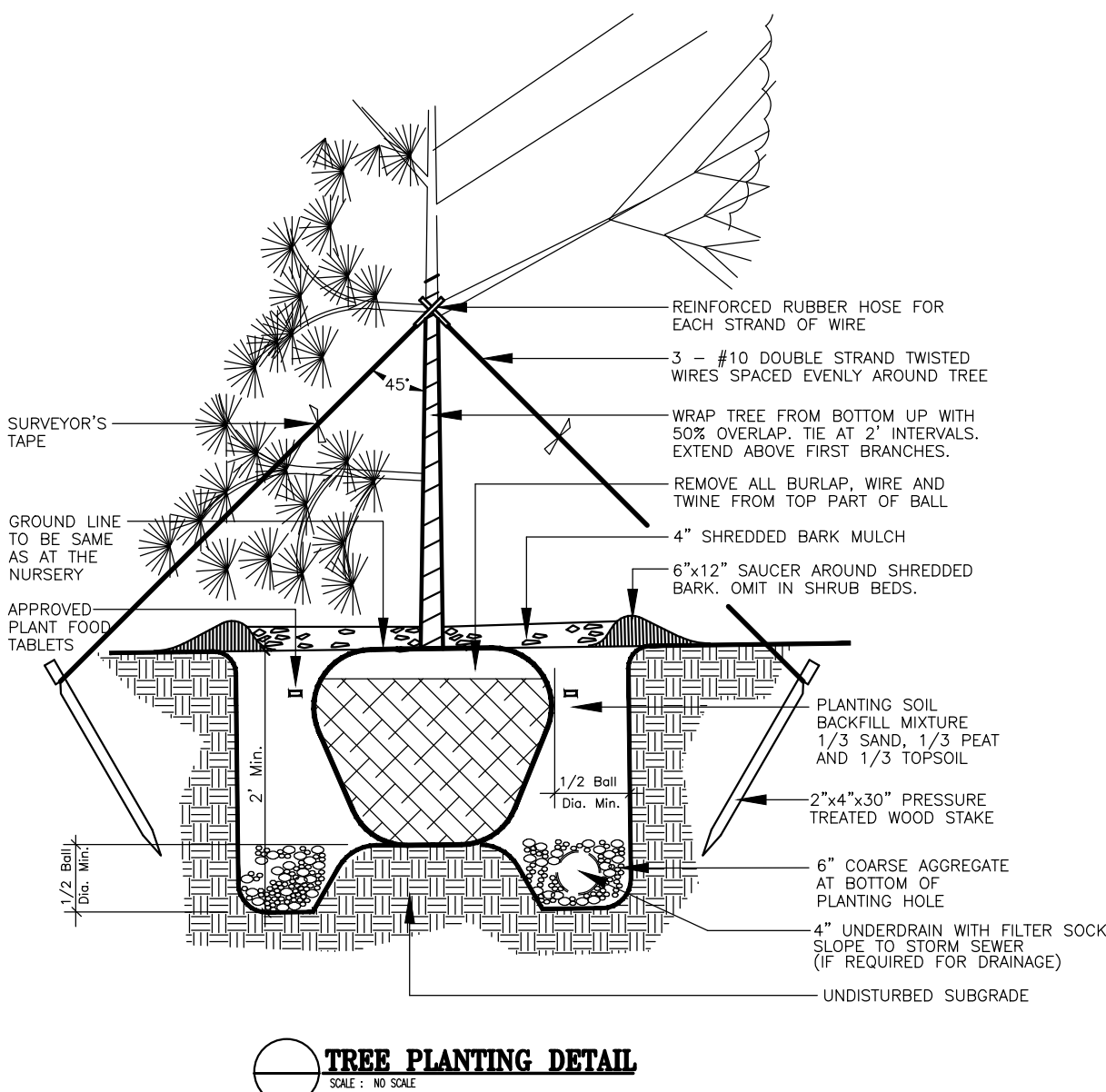
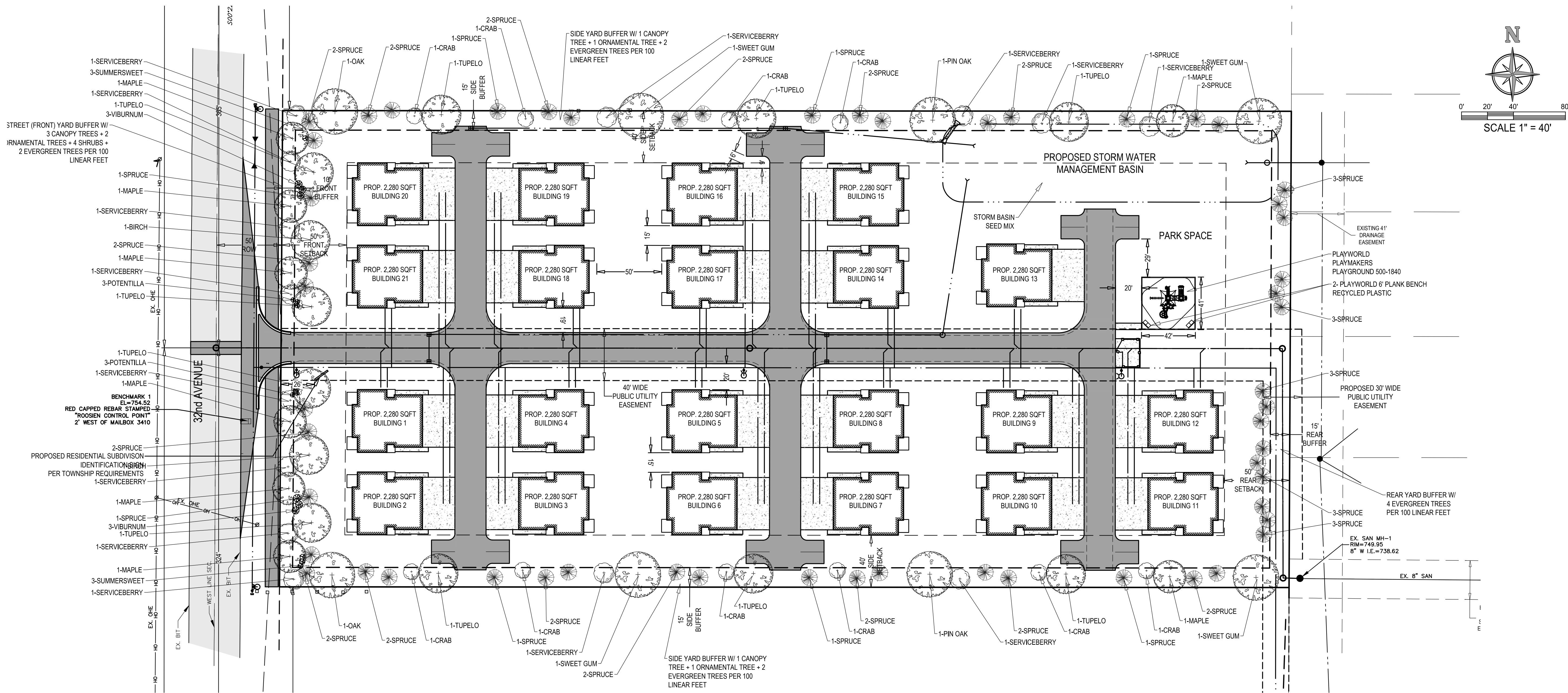
PROPOSED WATERMAIN TO TIE-IN



Issued for:		No.
Date	Description	
10/24/2020	PUD SUBMITTAL	A
07/09/2020	REVISED PER COMMENTS	B
07/16/2020	REVISED PER COMMENTS	C
10/13/2020	80% DESIGN DRAWINGS	D
10/16/2020	TOWNSHIP SUBMITTAL	E
11/06/2020	REVISED PER TOWNSHIP REVIEW	F
Plans are preliminary & incomplete until ISSUED FOR CONSTRUCTION		
Project Manager RYAN T. YSSELDYKE, PE		
Vertical Datum		Horz. Datum
Drawn by STEVEN A. MORRIS		
Checked by		Date
Survey		
Civil		
Struc.		
L. A.		
HEI Project Number 20-06-051		
Sheet Title UTILITY PLAN AND PROFILE		
Sheet No. C-402		

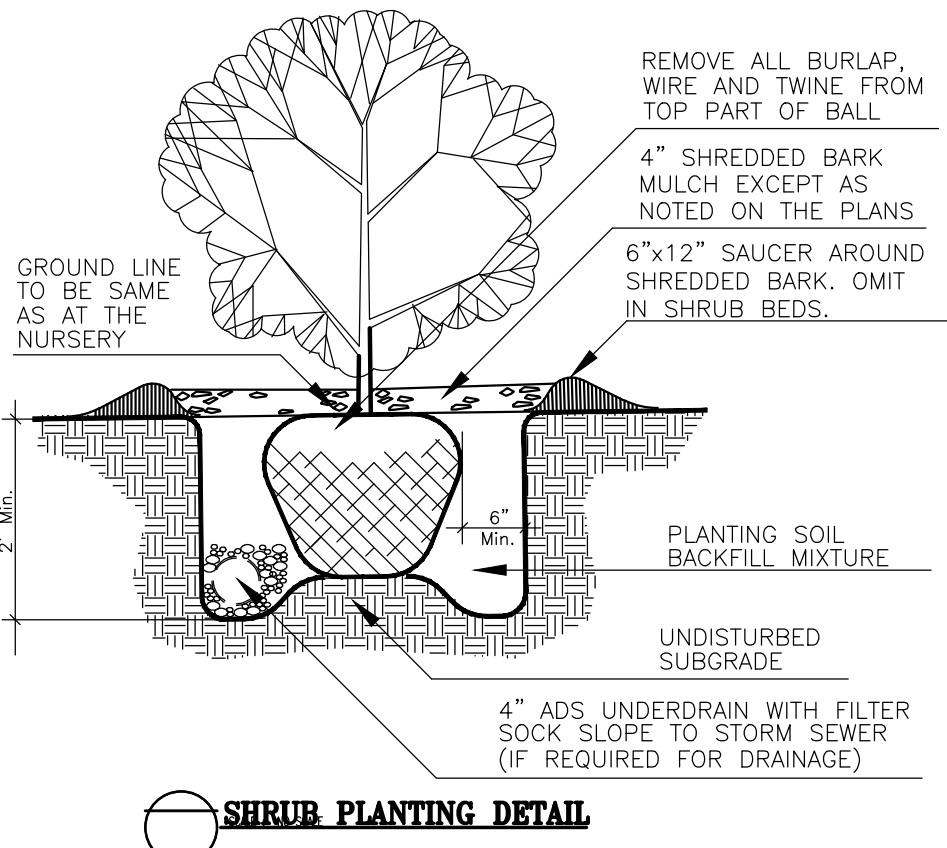


HEI Project Number	20-06-051
Sheet Title	GENERAL DETAILS & NOTES
Sheet No.	C-501



PLAYWORLD 6' PLANK BENCH (ZZGV303G)

IMAGE SOURCE: [HTTPS://PLAYWORLD.COM/PRODUCTS/RECYCLED-PLANK-BENCH-BACK-6-183M-GROUND](https://playworld.com/products/recycled-plank-bench-back-6-183m-ground)



PLAYWORLD PLAYMAKERS 500-1840

IMAGE SOURCE: [HTTPS://PLAYWORLD.COM/PRODUCTS/500-1840](https://playworld.com/products/500-1840)

PLANT LIST

KEY	SIZE	COMMON NAME	BOTANICAL NAME
	SHADE TREES		
	2" BB	CELEBRATION MAPLE	ACER X FREEMANII 'CELZAM'
	2" BB	PIN OAK	QUERCUS PALUSTRIS
	2" BB	SWEET GUM	LIQUIDAMBER STYRACIFLUA
	2" BB	TUPELO / BLACK GUM	NYSSA SYLVATICA
	ORNAMENTAL TREES		
	1-1/2" BB	RED JEWEL CRAB	MALUS 'JEWELCOLE'
	1-1/2" BB	SHADBLow SERVICEBERRY	AMELANCHIER CANADENSIS
	24" CONT.	ABBOTSWOOD POTENTILLA	POTENTILLA FRUITICOSA 'ABBOTSWOOD'
	24" CONT.	HUMMINGBIRD SUMMERSWEET	CLETHRA ALNIFOLIA HUMMINGBIRD
	24" CONT.	COMPACT AMERICAN CRANBERRYBUSH	VIBURNUM TRILOBUM 'COMPACTUM'
	EVERGREEN TREES		
	5" BB	BLACK HILLS SPRUCE	PICEA GLAUCA DENSATA

LAWN- SPARTAN GRADE A MIX

SPARTAN GRADE A MIXTURE by Earth Carpet
10% Cannon Kentucky Bluegrass
10% Gold Rush Kentucky Bluegrass
20% Rondo Kentucky Bluegrass
10% SR5100 Creeping Fescue
25% SR5210 Creeping Red Fescue
10% SR4500 Perennial Ryegrass
10% Manhattan 4 Perennial Ryegrass

SEEDING RATE: 5 LBS. PER 1,000 SQUARE FEET.
HYDROSEED ALL AREAS WITH A SLURRY OF SEED, PULVERIZED MULCH, FERTILIZER AND WATER.
PLACE EROSION CONTROL BLANKET, FUTERRA BY COMWEED FIBERS OR EQUAL, ON ALL SLOPES GREATER THAN 1:3 AFTER SEEDING.
REFER TO SHEET C-101 FOR LIMITS OF SEEDING AND C-201 FOR SLOPE INFORMATION.

STORM BASIN SEED MIX

SEED BIG-SWALE AREA WITH CARDNO SWALE SEED MIX @ 30 POUNDS/ACRE
PLACE EROSION CONTROL BLANKET ON ALL SLOPES GREATER THAN 1:3 AFTER SEEDING.

PLANTING NOTES:

- LANDSCAPE REQUIREMENTS:
 - PROPOSED STREET (FRONT) YARD BUFFER: 10' WIDE W/ 3 CANOPY TREES + 2 ORNAMENTAL TREES + 4 SHRUBS + 2 EVERGREEN TREES PER 100 LINEAR FEET.
 - 32nd: $366' / 100 = 3.66$.
 - CANOPY TREES: $3.66 \times 3 = 10.98 \approx 11$; ORNAMENTAL TREES: $3.66 \times 2 = 7.32 \approx 7$; SHRUBS: $3.66 \times 4 = 14.64 \approx 15$; EVERGREEN TREES: $3.66 \times 2 = 7.32 \approx 7$.
 - PROVIDED ON 32nd: 12 CANOPY TREES, 8 ORNAMENTAL TREES, 18 SHRUBS, & 8 EVERGREEN TREES.
 - PROPOSED SIDE YARD BUFFER: 1 CANOPY TREE + 1 ORNAMENTAL TREE + 2 EVERGREEN TREES PER 100 LINEAR FEET.
 - EACH SIDE LINE (NORTH & SOUTH): $777' / 100 = 7.77$.
 - CANOPY TREES: $7.77 \times 1 = 8$; ORNAMENTAL TREES: $7.77 \times 1 = 8$; EVERGREEN TREES: $7.77 \times 2 = 15.54 \approx 16$.
 - PROVIDED ON EACH NORTH & SOUTH LINE: 8 CANOPY TREES, 8 ORNAMENTAL TREES, & 16 EVERGREEN TREES.
 - PROPOSED REAR YARD BUFFER: 4 EVERGREEN TREES PER 100 LINEAR FEET.
 - REAR (EAST) LINE: $366' / 100 = 3.66$.
 - EVERGREEN TREES: $3.66 \times 4 = 14.64 \approx 15$.
 - PROVIDED REAR LINE: 15 EVERGREEN TREES.
 - FOUNDATION PLANTINGS WILL BE INSTALLED ALONG THE SIDES OF BUILDINGS AFTER CONSTRUCTION.
 - ALL LAWN AND PLANTING AREAS SHALL BE IRRIGATED WITH UNDERGROUND IRRIGATION IN SUCH WAY TO MAINTAIN VEGETATION IN A HEALTHY AND GROWING MANNER.
 - ALL LANDSCAPE AREAS SHALL BE MAINTAINED BY OWNER. TREES AND OTHER VEGETATION THAT DIE SHALL BE PROMPTLY REPLACED WITH IN KIND VEGETATION.
 - CONTRACTOR SHALL PROVIDE SPECIFIED TREES, SHRUBS, GROUND COVERS AND OTHER PLANT MATERIAL THAT COMPLY WITH ALL RECOMMENDATIONS AND REQUIREMENTS OF ANSI Z60.1 "AMERICAN STANDARD FOR NURSERY STOCK." PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS STOCK GROWN WITH GOOD HORTICULTURAL PRACTICE AND INSTALLED IN ACCORDANCE WITH METHODS ESTABLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
 - SEED SHALL BE PLACED OVER 6" TOPSOIL IN ALL PROPOSED LAWN AREAS AND ALL AREAS DISTURBED BY CONSTRUCTION EXCEPT AS NOTED ON THE PLANS. SOD SHALL BE PLACED IN ALL AREAS AS SHOWN ON THE PLANS OVER 4" TOPSOIL.
 - PLANTING SOIL CONSISTING OF 1/3 TOPSOIL, 1/3 PEAT MOSS AND 1/3 SAND SHALL BE PLACED IN ALL GROUND COVER AND FLOWER BEDS. DEPTH SHALL BE NOT LESS THAN 6".
 - FOLLOWING CONSTRUCTION, RESTORE ALL DISTURBED AREAS WITH EARTH CARPET SPARTAN GRADE "A" SEED MIX, UNLESS OTHERWISE NOTED.
 - PLANT MATERIAL SUBSTITUTIONS SHALL BE APPROVED BY OWNER & LANDSCAPE ARCHITECT.

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

JAMESTOWN ONE LLC

ATTN: MR. SHANE MALONE
822 CHERRY ST SE, SUITE 204
GRAND RAPIDS, MI 49506

JAMESTOWN ONE

3410 32nd AVE
HUDSONVILLE, MI 49426

PT. OF THE SW 1/4 SEC. 9 T5N, R13W
JAMESTOWN TWP, OTTAWA COUNTY, MI

Issued for:		Project Manager			
No.	Description	Date	Revision		
A	PLD SUBMITTAL	06/04/2020			
B	REVISED PER COMMENTS	07/09/2020			
C	REVISED PER COMMENTS	07/16/2020			
D	80% DESIGN DRAWINGS	10/13/2020			
E	TOWNSHIP SUBMITTAL	10/13/2020			
F	REVISED PER TOWNSHIP REVIEW	11/06/2020			
Plans are preliminary & incomplete until ISSUED FOR CONSTRUCTION					
Vertical Datum		Horz. Datum			
Drawn by		Checked by			
STEVEN A. MORRIS		Survey			
Civil		Date			
Struc.		Date			
L. A.		Date			
HEI Project Number					
20-06-051					
Sheet Title					
LANDSCAPE PLANTING PLAN					
Sheet No.					
L-101					

JAMESTOWN ONE LLC
2 CHERRY ST SE, SUITE 204
GRAND RAPIDS, MI 49506

JAMESTOWN ONE
3410 32ND AVE
HUDSONVILLE, MI 49426

GHAFARI

89 MONROE CENTER
SUITE 400
GRAND RAPIDS, MI 49503 USA
TEL +1.616.771.0909
www.ghafari.com

CONSULTANT INFORMATION

REGISTRATION SEARCH

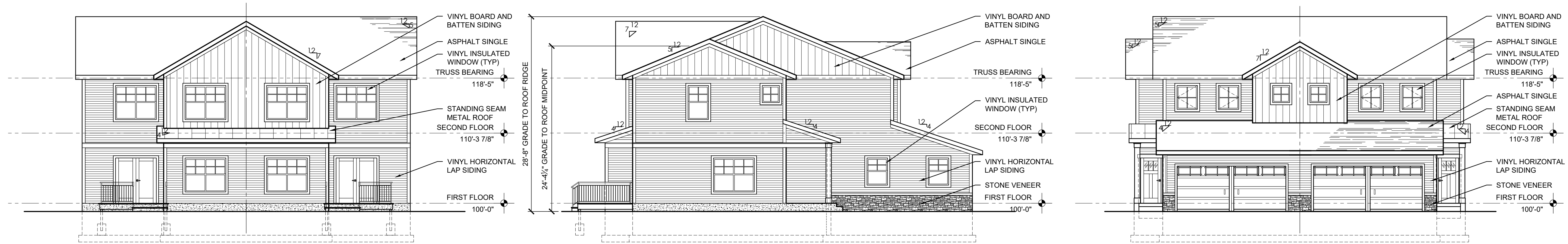
NOT FOR
CONSTRUCTION

	07/27/2020	SITE PLAN REVIEW
REV	DATE	DOC REL ## - DESCRIPTIO

PROJECT #	20690
PROJECT MANAGER	M. VAN WIENE
DESIGNED BY	A. SMIT
DRAWN BY	A. SMIT
QUALCHECK	M. VAN WIENE
SHEET TITLE	

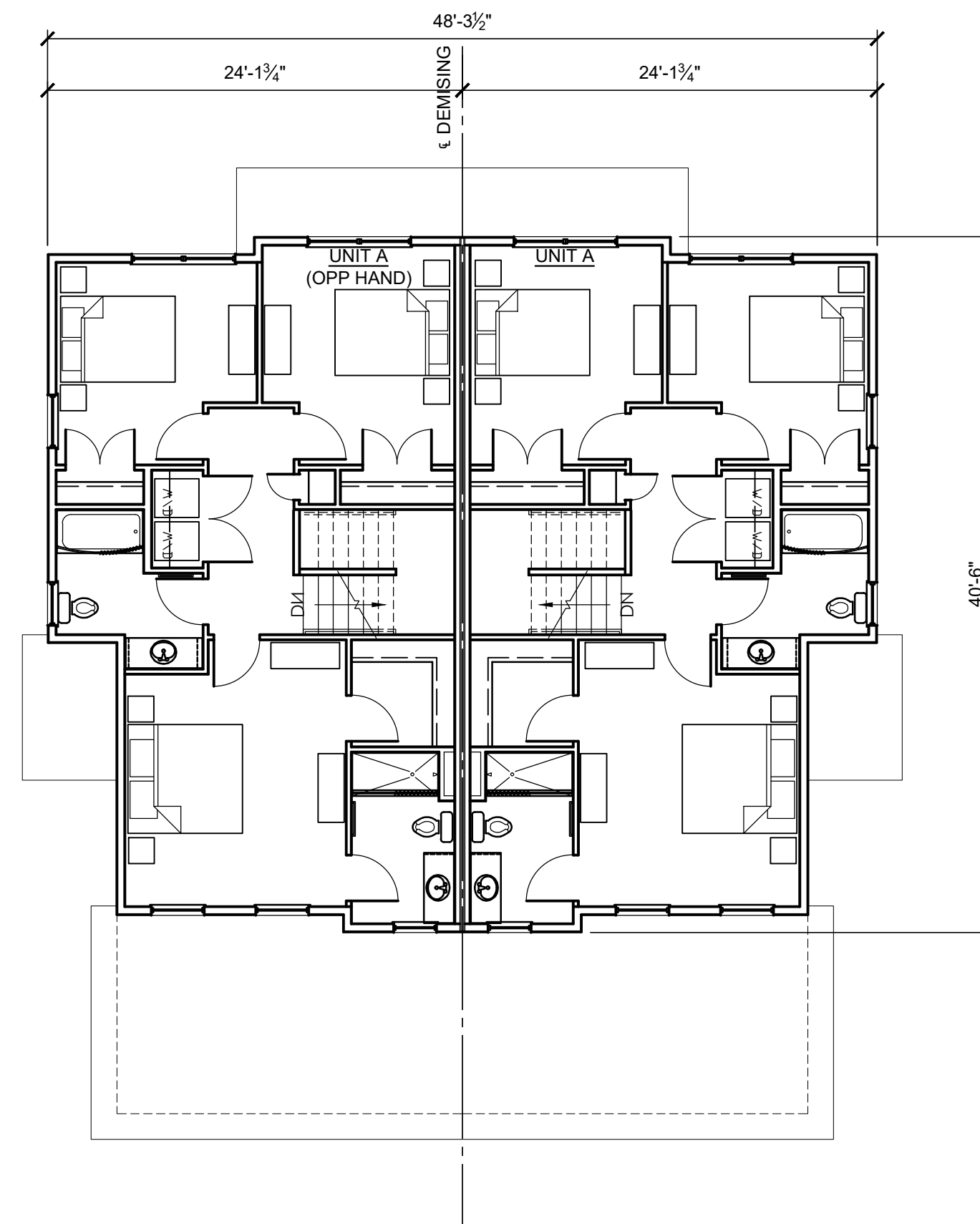
ARCHITECTURAL FLOOR PLANS & EXTERIOR ELEVATIONS

AE1-01
SHEET NUMBER

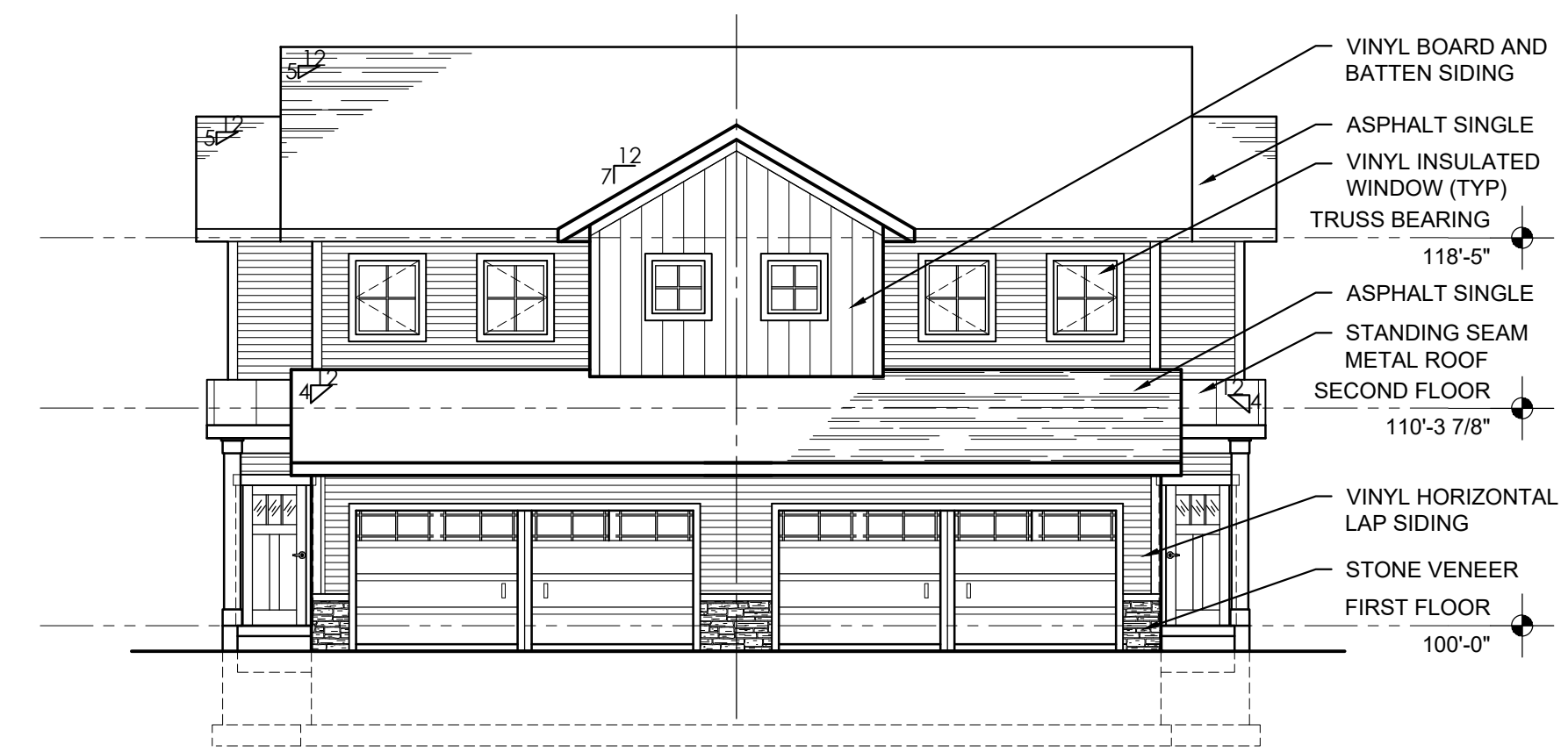


5 REAR ELEVATION

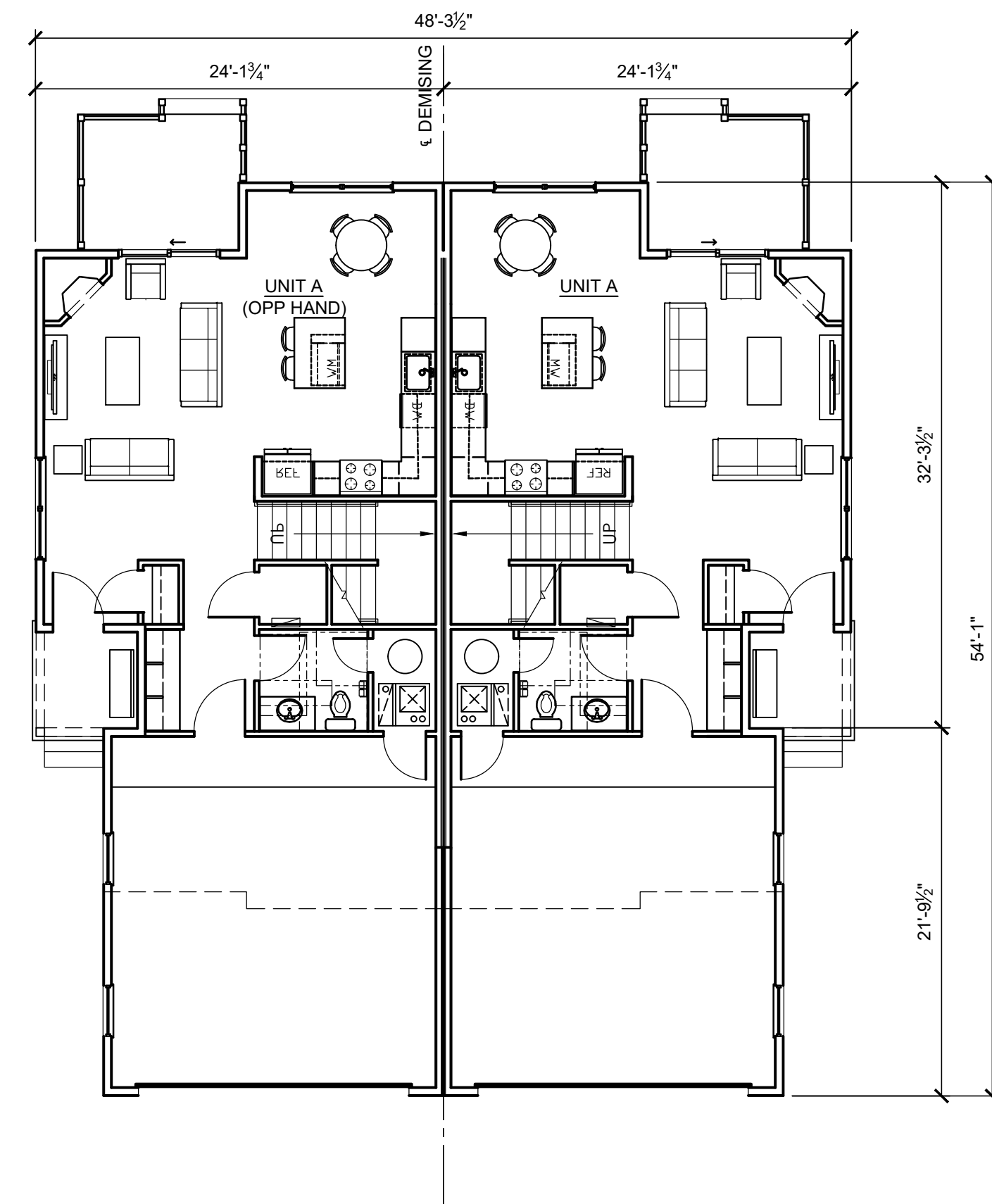
4 SIDE ELEVATION



2 SECOND FLOOR PLAN SECOND FLOOR 1,763 SF
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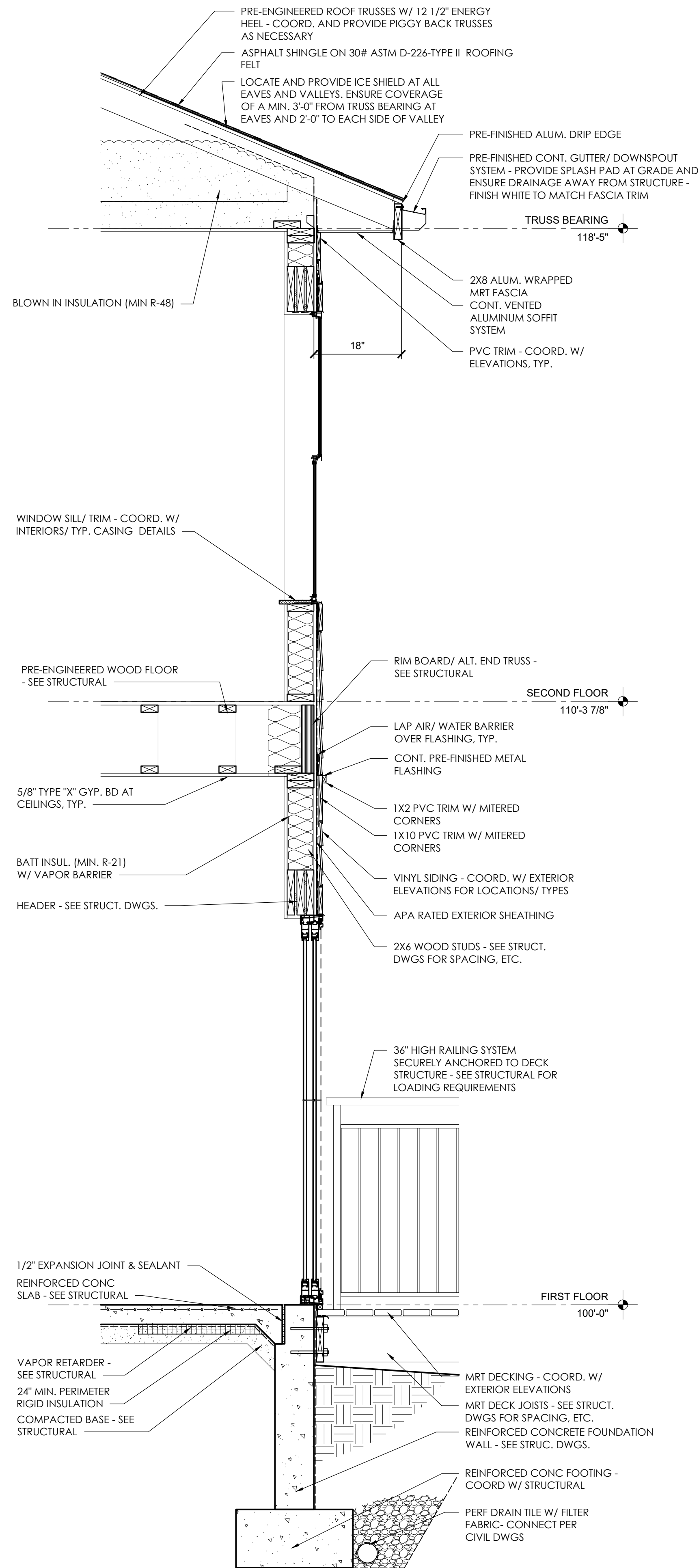


3 FRONT ELEVATION
SCALE: 1/8"=1'-0"



<div>1</div> <div>FIRST FLOOR PLAN</div> <div>SCALE: 1/8"=1'-0"</div>	<table> <tr> <td>FIRST FLOOR EXCLUDING GARAGES</td><td>1,409 SF</td></tr> <tr> <td>GARAGES</td><td>856 SF</td></tr> <tr> <td>FIRST FLOOR TOTAL</td><td>2,265 SF</td></tr> </table>	FIRST FLOOR EXCLUDING GARAGES	1,409 SF	GARAGES	856 SF	FIRST FLOOR TOTAL	2,265 SF
FIRST FLOOR EXCLUDING GARAGES	1,409 SF						
GARAGES	856 SF						
FIRST FLOOR TOTAL	2,265 SF						

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1 TYPICAL WALL SECTION
AE1-01 SCALE: 3/4"=1'-0"

GENERAL NOTES
1.

JAMESTOWN ONE LLC
822 CHERRY ST SE, SUITE 204
GRAND RAPIDS, MI 49506

JAMESTOWN ONE
3410 32ND AVE
HUDSONVILLE, MI 49426

GHAFARI

89 MONROE CENTER
SUITE 400
GRAND RAPIDS, MI 49503 USA
TEL +1.616.771.0909
www.ghafari.com

CONSULTANT INFORMATION

REGISTRATION SEAL

NOT FOR
CONSTRUCTION
Preliminary
09/17/2020 1:45:22 PM

REV	DATE	DOC REL ##	DESCRIPTION
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PROJECT #	2069058
PROJECT MANAGER	M. VAN WIENEN
DESIGNED BY	T. TOOLEY
DRAWN BY	A. SMITH
QUALCHECK	M. VAN WIENEN
SHEET TITLE	

ARCHITECTURAL
EXTERIOR ELEVATIONS

AE3-01
SHEET NUMBER

#

EXTERIOR MATERIAL SCHED.

MARK	MATERIAL	MANUFACTURER	COLOR/FINISH	REMARKS
MU-1	PRE-MANUFACTURED STONE	QUARY RIDGE STONE	WEATHERED EDGE MANISTEE - QUARRY RIDGE STONE - DRY STACK STONE SYSTEM	
MU-2	PRE-MANUFACTURED STONE WAINSCOT CAP/ SILL	QUARY RIDGE STONE	GRAY	
VS-1	VINYL LAP SIDING	CERTAINTED	MONOGRAM D4 COLORS: NATURAL CLAY MOUNTAIN CEDAR PACIFIC BLUE	R9
VS-2	VINYL VERTICAL SIDING	CERTAINTED	BOARD AND BATTEN COLOR: HERRINGBONE	
VS-3	VINYL BEADED SOFFIT	CERTAINTED	BEADED TRIPLE 2" COLOR: SNOW	
VT-1	PVC BOARD TRIM (DOORS/ WINDOWS, TYP.) - NO EXTERIOR TRIM AT REAR ELEVATION		PRE-FINISHED WHITE	R1
VT-2	PVC BOARD TRIM BOARD PANELS & TRIM (COLUMNS)		PRE-FINISHED WHITE	R2
VT-3	PVC BOARD TRIM (HORIZ. TRIM BAND)		PRE-FINISHED WHITE	R4
R-1	ASPHALT SHINGLES	CERTAINTED - LANDMARK ALT. MFG (IKO)	DRIFTWOOD ALT. - MATCH BASE BID	
R-2	SNAP-ON STANDING SEAM METAL ROOF PANELS	SIM OR EQUAL TO ATAS COMMERCIAL STANDING SEAM	DARK BRONZE/ CLEAR ANODIZED FOR PACIFIC BLUE BLDGS	R5
M-1	METAL RAILINGS	SIM OR EQUAL TO SUPERIOR ALUMINUM PRODUCTS 9000 SERIES HEAVY-DUTY ALUMINUM RAILING SYSTEM - 36" HEIGHT	PRE-FINISHED DARK BRONZE	R7
D-1	BALCONY STRUCTURE/ DECKING	MRT WOOD STRUCTURE	BEACHWOOD STAINED WOOD FINISH - SW 3132-B	R3/ R6/ R8
F-1	ALUMINUM WRAPPED FASCIA BOARD		PRE-FINISHED WHITE TO MATCH SOFFIT	R4

REMARKS:

R1 - SEE DOOR/WINDOW SHEET FOR DETAILS & SIZES

R2 - SEE COLUMN DETAILS FOR SIZES & DETAILS

R3 - TYP. APARTMENT UNIT BALCONIES

R4 - SEE WALL SECTIONS FOR SIZES & DETAILS

R5 - BASIS OF DESIGN IS ATAS COLONIAL SEAM

R6 - SEE WALL SECTIONS/ STRUCTURAL FOR SIZES & DETAILS

R7 - CONTRACTOR TO PROVIDE ENGINEERED (SEALED) SUBMITTAL TO ARCHITECT INDICATING
COMPLIANCE WITH LOADING REQUIREMENTS - COORD. W/ STRUCTURAL

R8 - SHADOW BOX PRIVACY FENCE: CEDAR W/ CLEAR SEALER

R9 - SEE INFO THIS SHEET FOR BUILDING COLOR SELECTION

Jamestown Townhomes (Jamestown One LLC)

EXHIBIT A

BYLAWS

**ARTICLE I
ASSOCIATION OF CO-OWNERS**

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

**ARTICLE II
ASSESSMENTS**

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

2.1 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 improvements constructed or to be constructed within the boundaries of the Condominium Units for which the Association has maintenance responsibility, or the administration of the Condominium Project, will constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project will constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

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

(a) Budget. The Board of Directors of the Association will establish an annual budget in advance for each fiscal year and such budget will project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis will be established in the budget and should be funded as part of the regular annual assessment as set forth in Section 2.3 below rather than by special assessments. On the Transitional Control Date, the reserve fund will, at a minimum, be equal to ten percent (10%) of the Association's current annual budget on a non-cumulative basis. The minimum standard required by this section may prove to be inadequate for this particular Project. The Association should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. Upon adoption of an annual budget by the Board of Directors, copies of the budget will be delivered to each Co-owner and the assessment for the year will be established based upon the budget, although the failure to deliver a copy of the budget to each Co-owner will not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding Ten Thousand Dollars (\$10,000.00) annually for the entire Condominium Project, or (4) that an event of emergency exists, the Board of Directors will have the authority to increase the general assessment or to levy such additional assessment or assessments as it will deem to be necessary. The Board of Directors also will have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Section 5.4 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subsection will rest solely with the Board of Directors for the benefit of the Association and the members thereof, and will not be enforceable by any creditors of the Association or the members thereof.

(b) Special Assessments. Special assessments, in addition to those established in subsection (a) above, or elsewhere in these Condominium Documents, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding Ten Thousand Dollars (\$10,000.00) for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2.5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subsection (b) (but not including those assessments referred to in subsection (a) above, or elsewhere in these condominium documents, which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of more than sixty percent (60%) of all Co-owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and will not be

enforceable by any creditors of the Association, and the lien upon the Unit against which a special assessment is charged shall be deemed a mortgage lien.

2.3 Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration will be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Section 2.2(a) above will be payable by Co-owners in twelve (12) equal monthly installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of title to a Unit by any other means. The payment of an assessment will be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment.

Each payment of any assessment in default for ten or more days will bear interest from the initial due date thereof at the rate of seven percent (7%) per annum (or such higher rate allowed by law as the Board of Directors shall determine) until each installment is paid in full. The Association may, pursuant to Section 17.4 hereof, levy fines for the late payment in addition to such interest. Each Co-owner (whether one or more persons) will be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his or her Unit which may be levied while such Co-owner is the owner thereof. Payments on account of assessments in default will be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to amounts in default in order of their due dates.

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

2.5 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 Co-owner in the payment of any assessment levied against the Co-owner's Unit, the Association will have the right to declare all assessments including 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 a Co-owner in default upon seven (7) days written notice to such Co-owner of its intention to do so. A Co-owner in default will not be entitled to utilize any of the General Common Elements of the Project and will not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision will not operate to deprive any Co-owner of ingress or egress to and from his or her Unit. In a judicial foreclosure action, a receiver may be

appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him or her. All of these remedies will be cumulative and not alternative and will not preclude the Association from exercising such other remedies as may be available at law or in equity.

(b) Foreclosure Proceedings. Each Co-owner, and every other person who from time to time has any interest in the Project, will be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement and either as a statutory lien or a mortgage lien or both. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. A foreclosure of the statutory lien shall be in the same manner as a foreclosure under the laws relating to foreclosure of real estate mortgages by advertisement or judicial action except the Association is entitled to interest, expenses, costs, and attorney fees for foreclosure by advertisement or judicial action. The redemption period for a foreclosure is 6 months from the date of sale unless the property is abandoned, in which event the redemption period is 1 month from the date of sale. Further, each Co-owner and every other person who from time to time has any interest in the Project will be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to the Unit he or she was notified of the provisions of this subsection and that he or she 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.

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

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

2.6 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 by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for assessments that have priority over the first mortgage under Section 108 of the Act 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 protect its lien, costs and attorney fees incurred in their collection.

2.7 Developer's Responsibility for Assessments.

The Developer of the Condominium, although a member of the Association, will not be responsible at any time for payment of the Association dues or 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 Jamestown Township.

2.8 Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority will be assessed in accordance with Section 131 of the Act.

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

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

2.11 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 thereon, whether regular or special, including interest, late charges, fines, costs and attorney fees. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association will provide a written statement of such unpaid assessments, including interest, late charges, fines, costs and attorney fees as may exist or a statement that none exist, which statement will be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit will be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five days prior to the closing of the purchase of such Unit will render any unpaid assessments, including interest, late charges, fines, costs and attorney fees and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record (subject to exceptions referenced in Section 2.6).

ARTICLE III ARBITRATION

3.1 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 Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent will 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, will be submitted to arbitration and the parties thereto will 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 hereafter will be applicable to any such arbitration.

3.2 Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 3.1 above, no Co-owner or the Association will be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

3.3 Election of Remedies. Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration will preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV INSURANCE

4.1 Extent of Coverage. The Association shall, to the extent appropriate given the nature of the Common Elements of the Project, carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and worker's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements of the Condominium Project and such insurance will be carried and administered in accordance with the following provisions:

(a) Responsibilities of Association. All such insurance will be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision will be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners.

(b) Insurance of Common Elements. All insurable Common Elements of the Condominium Project will be insured against fire and other perils covered by a standard "At Risk" coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Until such time as the Association elects otherwise, (in whole or in part) by written resolution of its Board of Directors, such coverage shall also include interior walls within each Unit (including paint, wallpaper or other permanently attached wall coverings); permanently attached floor and ceiling coverings within each Unit; permanently attached equipment, appliances and trim within each Unit; and fixtures, improvements and alterations within each Unit that are a part of the building (collectively "interior betterments"). Any additional premium cost to the Association resulting from activities of a Co-owner, conditions created or permitted by a Co-owner or improvements made by a Co-owner that are not reasonable replacements for improvements as originally construction may be assessed to such Co-owner and collected as part of the assessments against such Co-owner as determined by the Association.

(c) Premium Expenses. All premiums upon insurance purchased by the Association pursuant to these Bylaws will be expenses of administration.

(d) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association will be received by the Association, held in a separate account and distributed to the Association, and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium will be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction will 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.

4.2 Authority of Association to Settle Insurance Claims. Each Co-owner, by acceptance of a deed, land contract, or other conveyance, does thereby 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 worker's compensation insurance, if applicable, pertinent to the Condominium Project and the General Common Elements thereof, and 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 will have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as are necessary or convenient to the accomplishment of the foregoing.

4.3 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 the interior of the Co-owner's Unit, including wall coverings, floor coverings, sliders, windows and screens. Each Co-owner will be responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to his or her personal property, regardless of where located in the Project. Each Co-owner also will be responsible to obtain insurance coverage for his or her personal liability for occurrences within the boundaries of the Co-owner's Condominium Unit or on the Limited Common Elements appurtenant thereto (regardless of where located), and also for alternative living expense in the event of fire. The Association will under no circumstances have any obligation to obtain any of the insurance coverage required of the Co-owner as described in this Section 4.3 or any liability to any person for failure to do so.

4.4 Waiver of Right of Subrogation. The Association and all Co-owners will use their best efforts to cause all property and liability insurance carried by the Association or any Co-owners to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner, the Developer or the Association.

4.5 Officers' and Directors' Insurance. The Association may carry officers' and directors' liability insurance covering acts of the officers and Directors of the Association in such amounts as the Board deems appropriate.

ARTICLE V RECONSTRUCTION OR REPAIR

5.1 Determination to Reconstruct or Repair. If any part of the Condominium Property is damaged, the determination of whether or not it will be reconstructed or repaired will be made in the following manner:

(a) **Partial Damage.** If the damaged property is a Common Element, the property will be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by a unanimous vote of all of the Co-owners in the Condominium that the Condominium will be terminated.

(b) **Total Destruction.** If the Condominium is so damaged that no Unit is tenantable, the damaged property will not be rebuilt unless eighty percent (80%) or more the Co-owners agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

5.2 Repair in Accordance with Plans and Specifications. Any such reconstruction or repair will be substantially in accordance with the Master Deed and the plans and specifications for each building in the Project to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners of the Units within the General Common Elements damaged by the casualty unanimously decide otherwise.

5.3 Co-owner Responsibility for Repair. Except as provided otherwise in the Master Deed, each Co-owner will be responsible for the reconstruction, repair and maintenance of the Limited Common Elements appurtenant to his or her Unit and the interior of his or her Unit, including interior betterments as described in subsection 4.1(b), except to the extent of any insurance proceeds received by the Association. If damage is to interior betterments for which the Association receives insurance proceeds, then the reconstruction or repair of the interior betterments shall be in accordance with Section 5.4 as determined by the Association to the extent of the insurance proceeds.

5.4 Association Responsibility for Repair.

(a) Except as otherwise provided in Section 5.3 above and in the Master Deed, the Association will be responsible for the reconstruction, repair and maintenance of the Common Elements. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association will obtain reliable and detailed estimates of the cost to replace 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 costs 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 thereof are insufficient, assessment will be made against all Co-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. To the extent the Association receives insurance proceeds for damage to Limited Common Elements and/or interior betterments as described in subsection 4.1(b), the Association is to apply such proceeds to reconstruction or repair of such damage as the Association determines, including contracting for such work as if they were General Common Elements or disbursing such proceeds in whole or in part to the involved Co-owner(s), subject to such conditions as the Association determines. In the event of substantial damage to or destruction of any Unit or any improvements located thereon or any part of the Common Elements, the Association will promptly so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

(b) Except as otherwise provided in Section 5.3 above and in the Master Deed, the Association will be responsible for installing and the reconstruction, repair and maintenance of the Common Elements required by the Township's approval of the Project.

5.5 Timely Reconstruction and Repair. If damage to Common Elements or improvements constructed within the boundaries of a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof will proceed with replacement of the damaged property without delay, and will complete such replacement within six months after the date of the occurrence which caused damage to the property.

5.6 Eminent Domain. Section 133 of the Act and the following provisions will control upon any taking by eminent domain:

(a) **Taking of Unit.** In the event of any taking of an entire Unit by eminent domain, the award for such taking will be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the Co-owner and his or her mortgagee, they will be divested of all interest in the Condominium Project. In the event that any condemnation award will become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award will be paid by the condemning authority to the Co-owner and his or her mortgagee, as their interests may appear.

(b) **Taking of Common Elements.** If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking will be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than fifty percent (50%) of the Co-owners will 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 will be re-surveyed and the Master Deed amended accordingly, and, if any Unit will have been taken, then Article V of the Master Deed will also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium by one hundred (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 thereof by a Co-owner or other person having any interest whatever in the Project, as mortgagee or otherwise.

(d) **Notification of Mortgagees.** In the event any Unit (or improvements located within the boundaries thereof) in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, 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 will so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

5.7 Notification of FHLMC. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Association will give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds Ten Thousand Dollars (\$10,000.00) in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds One Thousand Dollars (\$1,000.00).

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

ARTICLE VI RESTRICTIONS

All of the Units in the Condominium will be held, used and enjoyed subject to the following limitations and restrictions (with all referenced approvals and consents to be effective only if given in writing):

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

6.2 Common Areas. The Common Elements shall be used only by the Co-owners of Units in the Condominium and by their agents, tenants, family members, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units; provided, however, that any recreational facilities, storage areas or other common areas designed for a specific use shall be used only for the purposes approved or designated by the Association. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Co-owner, and shall be subject to any lease, concession or easement, presently in existence or entered into by the Association at some future time, affecting any part or all of said Common Elements.

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

(a) Alterations and Additions. A Co-owner may make alterations, additions or improvements within his or her Unit without the prior written approval of the Association, but such Co-owner shall be responsible for any damage to other Units, the Common Elements, the Condominium Property, or any part thereof, resulting from such alterations, additions or improvements. No Co-owner shall make any alterations, additions or improvements to any Common Element, nor make changes to the exterior appearance or structural members of his or her Unit without the prior written approval of the Association. The Association shall not approve any alterations or structural modifications which would jeopardize or impair the soundness, safety or appearance of the Project and the Association may provide plans and/or specifications required to be used for any particular improvement. The Association 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 Co-owner whose proposed 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 Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and will be binding upon both the Association and upon all Co-owners. Further, the restrictions hereby placed upon the Condominium Property will not be construed or deemed to create negative reciprocal covenants, easements or any restrictions upon the use of the area of future development described in the Master Deed or any portion thereof unless, until and only to the extent such land is included in this Project by Master Deed amendment. 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. Developer's rights under this Section may, in Developer's discretion, be assigned to the Association or other successor to Developer.

(b) Nuisances. No immoral, improper, unlawful or offensive activity will be carried on in any Unit or upon the Common Elements, Limited or General, nor will anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity will occur in or on the Common Elements or on any Unit at any time and specifically between the hours of 10:00 p.m. and 8:00 a.m., Monday through Saturday and 10:00 p.m. and noon on Sunday, no one shall operate, play, or cause to be operated or played, on or within the Condominium Property any radio, phonograph, television, appliance, lawnmower, machine, instrument or motor which makes any music, noise or vibration, in such a manner as to be heard beyond a distance of twenty-five (25) feet therefrom or which is otherwise an annoyance or nuisance. No basketball hoops or goals will be permitted on the Condominium Property. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

(c) Insurance. No Co-owner will do or permit anything to be done or keep or permit to be kept within the Co-owner's Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner will pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if

approved. No Co-owner will permit anything to be done or kept in his or her Unit or on the Common Elements which will result in the cancellation of insurance on any Unit, or on any part of the Common Elements.

(d) Advertising. No signs or other advertising devices of any kind will be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, without the written permission from the Association and, during the Development Period, from the Developer.

(e) Exterior Appearance. No Co-owner shall display, hang or store any clothing, sheets, blankets, laundry or other articles outside his or her Unit, or which may be visible from the outside of his or her Unit (other than draperies, curtains, or shades of a customary nature and appearance), or paint or decorate or adorn the outside of his or her Unit, or install outside his or her Unit any CB, short wave or other radio or television antenna, satellite dish, window air-conditioning unit, awning, screens on porch and/or patio, solar panels or other equipment, fixtures or items of any kind, without the prior written permission of the Association. The foregoing restrictions as to use and occupancy shall not be construed to prohibit a Co-owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on a patio, porch or deck which is a Limited Common Element appurtenant to the Co-owner's Unit, provided that the Co-owner obtains the approval required by Section 6.8.

(f) Animals. No animals, birds or fowl may be kept or maintained on the Condominium Property, except dogs, cats and pet birds which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants. 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 dog may be permitted at any time outside a Unit unless accompanied by an attendant who shall have such dog firmly held by collar and leash, which leash shall not exceed eight feet in length. No person owning, harboring, or having in his or her possession any cat shall permit or allow such cat to run at large. No savage or dangerous animal or any reptile will be kept on the Condominium Property. Owners will have full responsibility for any damage to persons or property caused by his or her pet. Pets must be walked only in areas designated by the Association and must not be curbed near buildings, walkways, shrubbery or other public space. The owner is required to properly dispose of the waste his or her animal deposits on any property immediately after it is deposited. No dog which barks and can be heard on any frequent or continuing basis will be kept in any residence or elsewhere on the Condominium Property. Any person who causes or permits any animal to be brought or kept on the Condominium Property shall indemnify and hold harmless all other Co-owners and the Association for any loss, damage or liability which may be sustained as a result of the presence of such animal on the Condominium Property. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed concerning pets. 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, including limitations on the size, weight and number of permitted dogs. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations.

(h) Vehicles. All vehicles of Co-owners or other residing in a Unit will be parked only in the garage appurtenant to the Unit unless with prior written approval otherwise from the Association or the Developer. No recreational vehicles, boats, trailers, motor cycles, motor scooters, mopeds, bicycles, tricycles, inoperable vehicles or vehicles designed and intended for other than normal street use shall be parked or stored on the common drives, parking lots or elsewhere on the Condominium Property other than in garages appurtenant to Units. No commercial vehicles or trucks shall be parked on or about the Condominium except for the making of deliveries or pick-ups in the normal course of business. Any vehicle with advertising driven by an occupant must always be parked inside a garage. Co-owners will, if the Association requires, register with the Association all vehicles maintained on the Condominium Property. Use of motorized vehicles anywhere on the Condominium Property, other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided in this Section, is absolutely prohibited. Parking on all streets and in any parking area in the Condominium is subject to rules and regulations the Association may adopt from time to time. A Co-owner may not have more than two guest cars parked overnight on the Common Elements unless approved in writing in advance by the Association.

(i) Garbage and Refuse Disposal. All trash, garbage 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 outside of the Unit at any time, except for such short periods of time as may be reasonably necessary to permit periodic collection by the contractor hired by the Association to service the condominium. All trash, garbage and other waste must be removed from the Unit at least once each week. The Association may adopt rules and regulations to control the style and size of the sanitary containers placed outside of the Unit for collection. Each Co-owner will be billed for any extra charges charged by the contractor for unusual waste or unusually large amounts of waste.

(j) Plantings. No plantings shall be made by Co-owners on the General Common Elements except as may be explicitly permitted by the rules and regulations of the Association or in accordance with prior written consent given by the Association, except each Co-owner shall be permitted to plant and maintain ornamental and garden type plants immediately adjacent to the walks, courtyards, decks and/or patios appurtenant to his or her Unit in accordance with rules and regulations of the Association.

(k) 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.

6.4 Common Element Use; Unit Aesthetics. Yards, landscaped areas, driveways, roads and parking areas will not be obstructed nor will they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements. The Common Elements, Limited or General, will not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. No unsightly condition will be maintained on any patio, porch or deck and only furniture and equipment consistent with the normal and reasonable use of such areas will be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind will be stored thereon during seasons when such areas are not reasonably in use. The Common Elements will not be used in any way for the drying, shaking or airing of clothing or other fabrics. In general, no activity will be carried on nor condition maintained by a Co-owner in his residence, elsewhere on his or her Unit or upon the Common Elements which is detrimental to the appearance of the Condominium.

6.5 Co-owner Maintenance. Each Co-owner will maintain his Unit and the improvements therein and any Limited Common Elements appurtenant thereto for which the Co-owner has maintenance responsibility in a safe, clean and sanitary condition. Also, each Co-owner will 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 which are appurtenant to or which may affect any other Unit. Each Co-owner will 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 her, or his or her family, guests, agents, invitees, or uninvited visitors unless such damages or costs are covered by insurance carried by the Association (in which case there will be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-owner will 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 Co-owner in the manner provided in Article II hereof.

6.6 Right of Access to Association. The Association or its duly authorized agents will have access to each Unit and any improvements therein and Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agent will also have access to each Unit and any improvements therein and Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit or to the improvements thereon. In the event of emergency, the Association may gain access in such manner as may be reasonable under the circumstances to any Unit and will not be liable to such Co-owner for any necessary damage to his Unit or any improvements therein and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

6.7 Rules and Regulations. Reasonable rules and regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements and/or activities on the Condominium Property and/or administration of the Condominium Property and the Association 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, including parking.

(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.

6.8 Association Services. The Association may decide to provide services to the Co-owners in addition to garbage and refuse disposal, on terms determined by the Association, including:

(a) **Recycling Programs.** The Association may establish a recycling program and recycling center within the Project and in such event, all occupants of Units shall support such program by recycling, to the extent reasonably practical, all materials which the Association's recycling program or center is set up to accommodate. The Association may, but shall have no obligation to, purchase recyclable materials in order to encourage participation and any income received by the Association as a result of such recycling efforts will be receipts affecting the administration of the Condominium to be paid over to and be the property of the Association.

(b) **Security.** The Association may, but shall not be obligated to, maintain or support certain activities within the Project designed to make the Project safer than it otherwise might be. NEITHER THE ASSOCIATION NOR THE DEVELOPER SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROJECT, NOR SHALL ANY OF THEM BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR OF INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM CANNOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR SECURITY MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH CO-OWNER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO INFORM THE CO-OWNER'S FAMILY MEMBERS, GUESTS AND TENANTS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES AND DEVELOPER ARE NOT INSURERS AND THAT EACH PERSON USING THE PROJECT ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS AND TO THE CONTENTS OF UNITS RESULTING FROM ACTS OF THIRD PARTIES.

6.9 Leasing and Rental.

(a) **Right to Lease.** A Co-owner may lease his or her Unit for the same purposes set forth in Section 6.1; provided that written disclosure of such lease transaction is submitted to the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner will lease less than an entire Unit in the Condominium and no tenant will be permitted to occupy except under a lease the initial term of

which is at least one year unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements will incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium at its discretion for such term or terms as Developer determines.

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

(1) A Co-owner, including the Developer, desiring to rent or lease a Unit, will disclose that fact in writing to the Association at least ten days before presenting a lease form or otherwise agreeing to grant possession of a Unit to a potential tenant and, at the same time, will supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If no lease form is to be used, then the Co-owner or Developer shall supply the Association with the name and address of the potential tenant, along with the rental amount and due dates under the proposed agreement.

(2) Tenants or non-co-owner occupants will comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements will so state.

(3) If the Association determines that the tenant or non-Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association will take the following action:

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

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

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

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, will deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay

them to the Association. The deductions will not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may do the following:

- (i) 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.
- (ii) Initiate proceedings pursuant to subsection 6.9(b)(3)(iii).

6.10 Remedies on Breach. A default by a Co-owner shall entitle the Association to the following relief:

(a) Failure to comply with any restriction on use and occupancy contained herein or of any other term or provision of the Condominium Documents shall be grounds for relief, which may include an action to recover sums due for damages, injunctive relief, foreclosure of lien or any other remedy appropriate to the nature of the breach as set forth in the Condominium Documents including, without limitation, the discontinuance of services upon seven days notice, the levying of fines against Co-owners after notice and hearing thereon and the imposition of late charges for nonpayment of assessments. All such remedies shall be deemed to be cumulative and shall not be considered as an election of remedies.

(b) In a proceeding arising because of an alleged default by a Co-owner, the Association, if successful, shall recover the cost of the proceeding and actual reasonable attorneys' fees incurred.

(c) The failure of the Association to enforce any right, provision, covenant or condition which is granted by the Condominium Documents shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

An aggrieved Co-owner also shall be entitled to compel enforcement of the Condominium Documents by action for injunctive relief and/or damages against the Association, its officers or another Co-owner in the Project.

ARTICLE VII MORTGAGES

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

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

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

7.4 Unit Mortgage Foreclosure. 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 Corporation and Securities Bureau, or to the address the Association provides to the mortgagee, if any, in those cases where the address is not registered, within 10 days after the first publication of the notice. The mortgagee of a first mortgage of record of a 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 to the mortgagee, if any, in those cases where the address is not registered, not less than 10 days before commencement of the judicial action. Failure of the mortgagee to provide notice as required by this Section shall only provide the Association with legal recourse and will not, in any event, invalidate any foreclosure proceeding between a mortgagee and mortgagor.

ARTICLE VIII VOTING

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

8.2 Eligibility to Vote. No Co-owner, other than the Developer, will be entitled to vote at any meeting of the Association until he or she has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Section 11.2 of these Bylaws, no Co-owner, other than the Developer, will be entitled to vote prior to the date of the First Annual Meeting held in accordance with Section 9.2. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 8.3 or by a proxy given by such individual representative. The Developer will be the only person entitled to vote at a meeting of the Association until the First Annual Meeting and will be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual

Meeting the Developer will be entitled to vote for each completed Unit which the Developer owns.

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

8.4 Quorum. The presence in person or by proxy of thirty-five percent (35%) of the Co-owners qualified to vote will constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy will be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

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

8.6 Majority. A majority, except where otherwise provided herein, will consist of more than fifty percent (50%) of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE IX MEETINGS

9.1 Place of Meeting. Meetings of the Association will be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association will be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts 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.

9.2 First Annual Meeting. The First Annual Meeting may be convened only by Developer and may be called at any time after more than fifty percent (50%) of the Units in Jamestown Townhomes that may be created are sold and the purchasers thereof qualified as members of the Association. In no event, however, will such meeting be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to nondeveloper Co-owners of seventy-five percent (75%) in number of all Units that may be created or fifty-four (54) months after the first conveyance of legal or equitable title to a nondeveloper Co-owner of a Unit in the project, whichever first occurs. The Developer may call meetings of members for information or other appropriate purposes prior to the First Annual Meeting and no such meeting will be construed as the First Annual Meeting. The date, time and place of such meeting will be set by the Board of Directors, and at least ten days written notice thereof will be given to each Co-owner. The phrase "Units that may be created" as used in this Section and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted, under the Condominium Documents as may be amended, to include in the Condominium.

9.3 Annual Meetings. Annual meetings of the Association will be held in each succeeding year after the year in which the First Annual Meeting is held at such time and place as will be determined by the Board of Directors; provided, however, that a second annual meeting will not be held sooner than eight months after the date of the First Annual meeting. At such meetings there will be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

9.4 Special Meetings. It will be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the Co-owners presented to the Secretary of the Association. Notice of any special meeting will state the time and place of such meeting and the purposes thereof. No business will be transacted at a special meeting except as stated in the notice.

9.5 Notice of Meetings. It will be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-owner of record, at least ten days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Section 8.3 of these Bylaws will be deemed notice served. Any member may, by written waiver of notice signed by each member, waive such notice, and such waiver, when filed in the records of the Association, will be deemed due notice.

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

9.7 Order of Business. The order of business at all meetings of the members will be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspector of elections (at annual meeting or special meeting held for purpose of election of Directors or officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meeting of members will 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 will be President, Vice President, Secretary and Treasurer.

9.8 Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots will be solicited in the same manner as provided in Section 9.5 for the giving of notice of meetings of members. Such solicitations will specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot will afford an opportunity to specify a choice between approval and disapproval of each matter and will provide that, where the member specifies a choice, the vote will be cast in accordance therewith. Approval by written ballot will be constituted by receipt within the time period specified in the solicitation of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

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

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

ARTICLE X ADVISORY COMMITTEE

Within one year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within one hundred twenty (120) days after conveyance to purchasers of one-third (1/3) of the total number of Units that may be created, whichever first occurs, the Developer will cause to be established an Advisory Committee consisting of at least

three nondeveloper Co-owners. The Committee will be established and perpetuated in any manner the Developer deems advisable, except that if more than fifty percent (50%) of the nondeveloper Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose will be held. The purpose of the Advisory Committee will be to facilitate communications between the temporary Board of Directors and the nondeveloper Co-owners and to aid the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee will cease to exist automatically when the nondeveloper Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected by the Co-owners.

ARTICLE XI BOARD OF DIRECTORS

11.1 Number and Qualification of Directors. The Board of Directors will be comprised of three members all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association. Directors will serve without compensation.

11.2 Election of Directors.

(a) First Board of Directors. The first Board of Directors will be composed of the three persons designated in the Articles of Incorporation of the Association and such first Board of Directors or its successors as selected by the Developer will manage the affairs of the Association until the appointment of the first nondeveloper Co-owners to the Board. Elections for nondeveloper Co-owner Directors will be held as provided in subsection (b) below.

(b) Appointment of Board of Directors. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper Co-owners of twenty-five percent (25%) of the Units that may be created, one of the three Directors will be selected by nondeveloper Co-owners. When the required percentage level of conveyance has been reached, the Developer will notify the nondeveloper Co-owners and request that they hold a meeting and elect the required Director. Upon certification to the Developer by the Co-owners of the Director so elected, the Developer will then immediately appoint such Director to the Board to serve until the First Annual Meeting unless he or she is removed pursuant to Section 11.7 or he or she resigns or becomes incapacitated.

(i) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper Co-owners of seventy-five percent (75%) of the Units that may be created, and before conveyance of ninety percent (90%) of such Units, the nondeveloper Co-owners will elect all Directors on the Board, except that the Developer will have the right to designate at least one Director as long as the Units that remain to be created and sold equal at least ten percent (10%) of all Units that may be created in the Project. Whenever the seventy-five percent (75%) conveyance level is achieved, a meeting of Co-owners will be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a nondeveloper Co-owner of a Unit in the Project, the nondeveloper Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but will not reduce, the minimum election and designation rights otherwise established in subsection (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 nondeveloper Co-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 nondeveloper Co-owners under subsection (b) results in a right of nondeveloper Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater will be rounded up to the nearest whole number, which number will be the number of members of the Board of Directors that the nondeveloper Co-owners have the right to elect. After application of this formula the Developer will have the right to elect the remaining members of the Board of Directors. Application of this subsection will not eliminate the right of the Developer to designate one member as provided in subsection (i).

(iv) At the First Annual Meeting two Directors will be elected for a term of two years and one Director will be elected for a term of one year. At such meeting all nominees will stand for election as one slate and the two persons receiving the highest number of votes will be elected for a term of two years and the one person receiving the next highest number of votes will be elected for a term of one year. At each annual meeting held thereafter, either one or two Directors will be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for one of the Directors elected at the First Annual Meeting) of each Director will be two years. The Directors will hold office until their successors have been elected and hold their first meeting.

(v) Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect Directors and conduct other business will be held in accordance with the provisions of Section 9.3 hereof.

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

11.4 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 will be responsible specifically for the following:

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

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

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

(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 must also be approved by affirmative vote of seventy-five percent (75%) of all of the members of the Association.

(h) To make rules and regulations in accordance with Article VI, Section 10 of these Bylaws.

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

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

11.5 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 will authorize, including, but not limited to, the duties listed in Sections 11.3 and 11.4, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event will the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three years or which is not terminable by the Association upon

ninety (90) days written notice thereof to the other party and no such contract will violate the provisions of Section 55 of the Act.

11.6 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 will be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer will be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected will be a Director until a successor is elected at the next annual meeting of the Association. Vacancies among nondeveloper Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by nondeveloper Co-owners and will be filled in the manner specified in Section 2(b) of this Article.

11.7 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 fifty percent (50%) of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy will be the normal thirty-five percent (35%) requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the Co-owners will be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the nondeveloper Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

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

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

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

11.11 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 will be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board

will be deemed a waiver of notice by him or her of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice will be required and any business may be transacted at such meeting.

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

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

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

ARTICLE XII OFFICERS

12.1 Officers. The principal officers of the Association will be a President, who will be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, 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 will be the chief executive officer of the Association. He or she will preside at all meetings of the Association and of the Board of Directors. He or she will have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he or she may in his or her discretion deem appropriate to assist in the conduct of the affairs of the Association.

(b) **Vice President.** The Vice President will take the place of the President and perform his duties whenever the President will be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors will appoint some other member of the Board to so do on an interim basis. Also, the Vice President will also perform

such other duties as will from time to time be imposed upon him or her by the Board of Directors.

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

(d) **Treasurer.** The Treasurer will have responsibility for the Association funds and securities and will be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer will also have responsibility for preparing all budgets and collecting all assessments and fines. He or she will be responsible for the deposit of all monies 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.

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

12.3 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 or her successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter will have been included in the notice of such meeting. The officer who is proposed to be removed will be given an opportunity to be heard at the meeting.

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

ARTICLE XIII FINANCE

13.1 Records. The Association will keep detailed books of account showing all expenditures and receipts of administration which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records will be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association will prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which will be defined by the Association. The books of account will be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium will be entitled to receive a copy of such annual audited financial statement within ninety (90) days following

the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses will be expenses of administration.

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

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

ARTICLE XIV INDEMNIFICATION OF OFFICERS AND DIRECTORS

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

ARTICLE XV SEAL

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

ARTICLE XVI COMPLIANCE

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

ARTICLE XVII REMEDIES FOR DEFAULT

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

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

17.2 Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, will be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court, but in no event will any Co-owner be entitled to recover such attorneys' fees.

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

17.4 Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner will be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Section 9.5 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owners as prescribed in Section 9.5, and an opportunity for such Co-owner to appear before the Board no less than seven days from the date of the notice and offer evidence in defense of the alleged violation. All fines will be considered levied as part of the assessment against the Unit and Co-owner by the Association and may be collected as part of

the assessment in the same manner as provided in Article II of these Bylaws. No fine will be levied for the first violation. No fine will exceed Twenty-Five Dollars (\$25.00) for the second violation, Fifty Dollars (\$50.00) for the third violation or One Hundred Dollars (\$100.00) for any subsequent violation.

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

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

17.7 Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XVIII RIGHTS RESERVED TO DEVELOPER

18.1 Developer's Rights in Furtherance of Development of Sales. None of the restrictions contained in these Bylaws will apply to the commercial activities or signs or billboards, if any, of the Developer during the Development Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer will have the right throughout the entire Development Period to maintain a sales office, a business office, a construction office, model units, 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 Developer. Developer will restore the areas so utilized to habitable status upon termination of use.

18.2 Enforcement of Bylaws. The Condominium Project will at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which Developer may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of

administration. The Developer will have the right to enforce these Bylaws throughout the Development Period notwithstanding that it may no longer own a Unit in the Condominium, which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

18.3 Waivers. Notwithstanding anything to the contrary in these Bylaws, the Developer, in the sole discretion of the Developer, may waive or permit reasonable modifications of the provisions of Article VI of these Bylaws as applicable to particular Units.

18.4 Assignment and Succession. Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer will be made by appropriate instrument in writing in which the assignee or transferee will join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee will thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or retained by Developer or its successors will expire and terminate, if not sooner assigned to the Association, at the conclusion of the Development Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and will not, under any circumstances, be construed to apply to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements and rights to create easements created and reserved in such documents which will not be terminable in any manner hereunder and which will be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XIX MISCELLANEOUS PROVISIONS

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

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

19.3 Notices. Notices provided for in the Act, Master Deed or Bylaws must be in writing, and are to be addressed to the Association at 99 Monroe Ave NW, Suite 1100, Grand Rapids, Michigan 49503 or to any Co-owner at the address set forth in the deed of conveyance, or at such other address as may hereinafter be provided.

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

19.4 Amendment. These Bylaws may be amended, altered, changed, added to or repealed only in the manner set forth in Article XII of the Master Deed; provided however the Condominium Documents may not be amended in such a way that would conflict with Jamestown Township ordinance or condition of approval of the Condominium, without the prior consent of Jamestown Township.

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

- (1) Jamestown Ordinance
- (2) the Master Deed, including the Condominium Subdivision Plan but excluding these Bylaws;
- (3) these Bylaws;
- (4) the Articles of Incorporation of the Association; and
- (5) the Rules and Regulations of the Association.

WARRANTY DEED

(Unplatted Land)

Drafted By:

Adam Levi Knobloch
3410 32nd Avenue
Jamestown Township, MI 49426

Return To:

Jamestown One LLC
822 Cherry Street SE, Suite 204
Grand Rapids, MI 49506

Send Tax Bills To:

822 Cherry Street SE, Suite 204
Grand Rapids, MI 49506

Recording Fee: \$

File Number: 888817

State Transfer Tax:

County Transfer Tax:

\$

\$

Tax Parcel No.: 70-18-09-300-022

Know All Persons by These Presents: That **Adam Levi Knobloch and Julieanne Lynne Knobloch, husband and wife**

whose address is 3410 32nd Avenue, Jamestown Township, MI 49426

Convey(s) and Warrant(s) to **Jamestown One LLC, a Michigan limited liability company**

whose address is 822 Cherry Street SE, Suite 204, Grand Rapids, MI 49506

the following described premises situated in the Township of **Jamestown**, County of **Ottawa**, State of Michigan, to wit:

(SEE ATTACHED EXHIBIT A)

More commonly known as: **3410 32nd Avenue, Jamestown Township, MI 49426**

For the full consideration of: REAL ESTATE TRANSFER TAX VALUATION AFFIDAVIT FILED HERewith

Subject To:

Existing building and use restrictions, easements of record, and zoning ordinances, if any.

If the property conveyed is unplatted, the following applies:

The grantor grants to the grantee the right to make ALL division(s) under section 108 of the land division act, Act No. 288 of the Public Acts of 1967. **(If no number is inserted, the right to make divisions stays with the portion of the parent tract retained by the grantor; if all of the parent tract is conveyed, then all division rights are granted.)** This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.



First American Title Insurance Company

(Attached to and becoming a part of Warranty Deed dated: September 21, 2020 between Adam Levi Knobloch and Julieanne Lynne Knobloch, husband and wife, as Seller(s) and Jamestown One LLC, a Michigan limited liability company, as Purchaser(s).)

Dated this September 21, 2020.

Seller(s):

Adam Levi Knobloch
Adam Levi Knobloch

Julieanne Lynne Knobloch
Julieanne Lynne Knobloch

State of Michigan
County of Kent

The foregoing instrument was acknowledged before me
this September 21, 2020 by Adam Levi Knobloch and
Julieanne Lynne Knobloch, husband and wife.

Gary L. Wadsworth
Notary Public:
Notary County/State: Kent / Michigan
County Acting In: Kent
Commission Expires:



(Attached to and becoming a part of Warranty Deed dated: September 21, 2020 between Adam Levi Knobloch and Julieanne Lynne Knobloch, husband and wife, as Seller(s) and Jamestown One LLC, a Michigan limited liability company, as Purchaser(s).)

EXHIBIT A

Land situated in the Township of Jamestown, County of Ottawa, State of Michigan, described as follows:

The South 10 Acres of the North 20 Acres of the West 5/8 of the West 1/2 of the Southwest 1/4 of Section 9, Town 5 North, Range 13 West, EXCEPT the North 160 feet and the West 50 feet thereof.

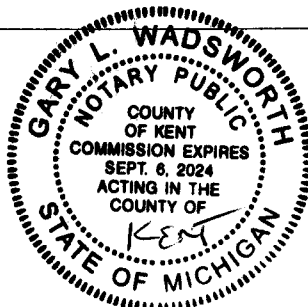
Tax Parcel Number: 70-18-09-300-022

Real Estate Transfer Tax Valuation Affidavit

Issued under authority of Public Act 134 of 1966 and 330 of 1993 as amended.

This form must be filed with the Register of Deeds for the county where the property is located either when you choose not to enter the amount paid for real estate on the deed or when you contract for the transfer or acquisition of a controlling interest in an entity if the real property owned by that entity comprises 90% or more of the fair market value of the assets of the entity determined in accordance with generally accepted accounting principles. "Controlling interest" means more than 80% of the total value of all classes of stock of a corporation; more than 80% of the total interest in capital and profits of a partnership, association, limited liability company, or other unincorporated form of doing business; or more than 80% of the beneficial interest in a trust. The tax is based on the value of the real property transferred and is collected at the time the contract or instrument of conveyance is submitted for recording. "Value" means the current or fair market worth in terms of legal monetary exchange at the time of the transfer.

1. County of Property Ottawa		2. City or Township of Property Township, Jamestown	
3. Names of ALL Sellers Adam Levi Knobloch and Julieanne Lynne Knobloch			
Seller's Mailing Address(es) 3410 32nd Avenue		City Jamestown Township	State MI ZIP Code 49426
4. Names of ALL Purchasers Jamestown One LLC			
Purchaser's Mailing Address(es) 822 Cherry Street SE, Suite 204		City Grand Rapids	State MI ZIP Code 49506
5. Type and Date of Document <input type="checkbox"/> Land Contract Date of Contract: _____ <input checked="" type="checkbox"/> Deed Date: September 21, 2020 <input type="checkbox"/> Contracts for the transfer or acquisition of a controlling interest in entity where 90% or more of the FMV of the assets are real property. The contract may be attached to this form when it is filed with the Register of Deeds.			
Entity Name		State of Organization	Date of Contract
Entity Address			
6. Cash Payment and/or Debt Relieved \$132,000.00	7. Amount of Mortgage/Land Contract \$240,500.00	8. Total Consideration (Add lines 6 & 7) \$372,500.00	
9. Amount of County Tax \$409.75	10. Amount of State Tax \$2,793.75	11. Total Revenue Stamps (Add lines 9 & 10) \$3,203.50	
12. If consideration is less than market value, state market value.			
13. Legal Description of Real Estate Transferred See Attached Exhibit A			
CERTIFICATION			
I certify that the information above is true and complete to the best of my knowledge.			
Seller's Signature <i>Adam Levi Knobloch</i>		If signer is other than the seller, print name and title	
Seller's Signature <i>Julieanne Lynne Knobloch</i>		If signer is other than the seller, print name and title	
Seller's Signature		If signer is other than the seller, print name and title	
Seller's Signature		If signer is other than the seller, print name and title	
NOTARIZATION			
Subscribed and sworn to me, , Adam Levi Knobloch and Julieanne Lynne Knobloch, husband and wife		Notary Public State of Michigan : County of Kent	on this date September 21, 2020 My commission expires on



File Number: 888817

(Attached to and becoming a part of document dated: September 21, 2020)

EXHIBIT A

Land situated in the Township of Jamestown, County of Ottawa, State of Michigan, described as follows:

The South 10 Acres of the North 20 Acres of the West 5/8 of the West 1/2 of the Southwest 1/4 of Section 9, Town 5 North, Range 13 West, EXCEPT the North 160 feet and the West 50 feet thereof.

Tax Parcel Number: 70-18-09-300-022